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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

REMI DILLON, individually and on behalf
of all others similarly situated,

Plaintiff,

v.

BARKBUS LLC, a Delaware Limited
Liability Company; GROOMBUGGY, INC.,
a Delaware Corporation; and DOES 1
Through 10, inclusive,

Defendants.

ELECTRONICALLY FILED

Superior Court of California,
County of San Diego

6/20/2025 9:35:47 AM

Clerk of the Superior Court

By E. Lopez , Deputy Clerk

Case No. **25CU021498C**

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

- 1. FAILURE TO PROVIDE MEAL PERIODS**
- 2. FAILURE TO AUTHORIZE AND
PERMIT REST PERIODS**
- 3. FAILURE TO PROVIDE ACCURATE
ITEMIZED WAGE STATEMENTS**
- 4. FAILURE TO TIMELY PAY WAGES
DUE AT SEPARATION**
- 5. FAILURE TO REIMBURSE BUSINESS
EXPENSES**
- 6. VIOLATION OF THE UNFAIR
COMPETITION LAW**
- 7. VIOLATION OF PRIVATE ATTORNEYS
GENERAL ACT ("PAGA")**

DEMAND FOR JURY TRIAL

1 Plaintiff Remi A. Dillon (“Plaintiff”), on behalf of themselves and all others similarly
2 situated, brings this Class Action and Representative Action Complaint against Barkbus LLC,
3 Groombuggy, Inc., and Does 1 through 10, inclusive (collectively, “Defendants”), and on
4 information and belief alleges as follows:

5 **PARTIES**

6 1. Plaintiff REMI DILLON is a resident of San Diego, California. Plaintiff worked
7 for Defendants as a non-exempt, hourly-paid mobile pet stylist/groomer between approximately
8 May 2024 and April 2025 in San Diego County, California.

9 2. Plaintiff is informed and believes, and based thereon alleges, that during the four
10 years preceding the filing of this action and continuing to the present, Defendants have operated
11 a mobile grooming business and employed Plaintiff, along with other similarly-situated non-
12 exempt employees, within San Diego County and throughout California. On information and
13 belief, Groombuggy Inc. was recently acquired by Barkbus LLC, and as a result, Barkbus LLC
14 is, or at relevant times was, the employer of Plaintiff and/or the members of the putative Class
15 (as defined below).

16 3. Does 1 through 10, inclusive, are persons or entities whose true names and
17 identities are now unknown to Plaintiff, and who are sued by such fictitious names. Plaintiff
18 will amend this complaint to allege their true names and capacities when known. Plaintiff is
19 informed and believes each Doe defendant is the agent, representative, or parent or subsidiary
20 corporation of Defendants Barkbus LLC and/or Groombuggy Inc., is responsible in some
21 manner for the occurrences, events, transactions, and injuries alleged, and that harm suffered by
22 Plaintiff and the proposed Class was proximately caused by them in addition to Barkbus LLC
23 and/or Groombuggy Inc.

24 4. Plaintiff alleges each of the Defendants, including the Doe defendants, acted in
25 concert with each and every other Defendant, intended to and did participate in the events, acts,
26 practices, and courses of conduct alleged, and was a proximate cause of damage and injury to
27 Plaintiff.

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5. At all relevant times each Defendant was the agent or employee of each of the other Defendants and was acting within the course and scope of such agency or employment.

JURISDICTION AND VENUE

6. Venue as to each Defendant is proper in this judicial district. Code of Civil Procedure § 395. Plaintiff is resident of San Diego County. Defendants own, maintain offices, transact business, have an agent or agents within San Diego County, and/or otherwise are found within San Diego County, and Plaintiff performed work for Defendants within San Diego County, and Defendants are within the jurisdiction of this Court for purposes of service of process. Defendant employs numerous Class Members in San Diego County.

7. No federal question is raised as the issues herein are based solely on California statutes and law, including the Labor Code, IWC Wage Orders, and the Code of Civil Procedure. The Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1332(d), does not apply, or in the alternative, exceptions for local case or controversy under the CAFA do apply and prohibit removal of this action to federal court. Based on their rate of pay, Plaintiff’s individual claims do not meet the necessary amount in controversy to implicate traditional jurisdiction under 28 U.S.C. § 1332(a) or jurisdiction under the CAFA.

EXHAUSTION OF PAGA AND CAL/OSHA NOTICE REQUIREMENT

8. Plaintiff exhausted the notice requirement by filing a complaint with the Labor and Workforce Development Agency (“LWDA”) and the Division of Occupational Health and Safety (“Cal/OSHA”) in their letter dated April 14, 2025, as required under the California Labor Code Private Attorneys General Act (“PAGA”) and Cal/OSHA. A true and correct copy of Plaintiff’s letter is attached hereto as **Exhibit A** and is incorporated herein by reference.

9. The LWDA did not assume jurisdiction over the applicable penalty claims alleged.

10. However, Plaintiff received two letters from Cal/OSHA, dated April 25, 2025 and May 23, 2025, respectively. A true and correct copy of Cal/OSHA’s letters are attached hereto as **Exhibit B** and **Exhibit C**, respectively, and are incorporated herein by reference. In these letters, Cal/OSHA requires Defendant to investigate the following alleged violations: (a)

1 failure to identify and evaluate workplace hazards to prevent back injury to employees, canine
2 prescreening for complete vaccinations, and customer locations to ensure mobile equipment is
3 parked on flat surfaces, (b) failure to establish and implement a repetitive injury motion
4 program; and (c) failure to provide toilet and hand-washing facilities (CCR Title 8
5 §3203(a)(4), §5110(b), 1526(a)). See Exs. **B** and **C**.

6 11. Cal/OSHA's jurisdiction for these claims is limited to San Diego County and
7 Imperial County. See **Exhibit D**, attached hereto and incorporated by reference.

8 12. Therefore, with the exception of claims under CCR Title 8 §3203(a)(4),
9 §5110(b), 1526(a) and Labor Code sections 6300, 6400, *et seq.*, as applicable to Defendant's
10 alleged violations within San Diego County and Imperial County, Plaintiff has exhausted the
11 procedural requirement to pursue any and all penalty claims as provided under the PAGA.

12 **FACTUAL ALLEGATIONS**

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

15 14. It was Plaintiff's understanding that Plaintiff would work 10-hour shifts.
16 However, Defendants regularly scheduled Plaintiff for shifts lasting 11-13 hours or more, four
17 times a week. During these shifts, Plaintiff traveled throughout San Diego County in a
18 company-provided van to perform dog grooming services at various customer locations. Most,
19 if not all, of Plaintiff's shifts were booked with back-to-back appointments, leaving little to no
20 time between customers. Defendants failed to adequately account for the travel time required
21 between appointments, as well as the frequent overruns caused by the inherently unpredictable
22 nature of working with animals. Appointments involving senior dogs, puppies, or animals
23 requiring additional care, routinely extended beyond their scheduled time.

24 15. Although Plaintiff's work schedules at times included a designated lunch block,
25 this did not guarantee that Plaintiff was actually able to take lunch during that time, or at all. In
26 addition, the lunch blocks occasionally set by the Defendants were scheduled after the end of
27 the fifth hour of work, or during the time Plaintiff needed to travel between customers. Because
28 of the travel times and appointments that frequently took longer than originally scheduled,

1 Plaintiff's meal breaks were often late, or missed altogether. This forced Plaintiff, other Class
2 Members, and other aggrieved employees to eat while they were traveling between
3 appointments. Plaintiff was not paid meal break premiums for all those non-compliant meal
4 breaks, including late breaks. In addition, Defendants had an unlawful policy authorizing a
5 second meal break after the 12th hour of work, in violation of California law.

6 16. Defendants also failed to authorize and permit rest periods for Plaintiff, other
7 Class Members, and other aggrieved employees. Similar to their treatment of meal periods,
8 Defendants did not include rest breaks in Plaintiff's work schedules. Furthermore, the demands
9 of the workload Defendants imposed often made it impossible to take a 10-minute, off-duty rest
10 period for every four hours worked, or major fraction thereof. Plaintiff was not paid rest break
11 premiums for those missed rest breaks.

12 17. Further, Plaintiff, other Class Members, and other aggrieved employees were
13 required to purchase and/or use their own grooming supplies, such as pet brushes or scissors, in
14 order to perform their job duties. Defendants did not reimburse Plaintiff for those expenses.

15 18. Defendants did not require proof of rabies or other vaccinations from a pet's
16 owner as a condition of providing grooming services, and thus failed to ensure the health,
17 safety, and well-being of their employees. On information and belief, on one occasion, a
18 groomer was bitten in the face by a customer's dog and required medical attention. Both the
19 attending physician and animal control requested the dog's vaccination records to administer
20 appropriate treatment and complete a report. However, Defendants were unable to provide this
21 information, as they did not require vaccination records to be submitted prior to scheduling
22 grooming appointments.

23 19. Although Plaintiff was using the company van, they did not have it readily
24 available to access proper restroom and handwashing facilities due to demanding schedules
25 imposed by Defendants. Instead, Defendants provided Plaintiff, Class Members, and other
26 aggrieved employees with containers to urinate in - an inadequate and unsanitary measure that
27 fails to protect the health, safety, and well-being of employees. The provision of urine
28 containers confirms Defendants' knowledge and acquiescence that Plaintiff, other Class

Members, and other aggrieved employees did not have the opportunity to access proper restroom facilities equivalent to those provided at the fixed worksites.

20. Further, Defendants failed to provide essential safety equipment, placing Plaintiff, Class Members, and other aggrieved 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 sustained a back injury after repeatedly being forced to lift large dogs without the assistance of any proper safety equipment.

CLASS ACTION ALLEGATIONS

21. Plaintiff seeks to represent a Class defined as:

Class or Class Members

All current and former, hourly-paid, non-exempt employees of Defendants in California who held the job position and/or job title of a mobile pet stylist/groomer, including hourly-paid, non-exempt employees with similar job titles and/or duties, during the four years before the filing of this Complaint through the date of trial.

22. Plaintiff seeks to certify a subclass defined as:

"First Meal Period Subclass"

All Class Members who worked one or more period(s) in excess of five (5) hours.

23. Plaintiff seeks to certify a subclass defined as:

"Second Meal Period Subclass"

All Class Members who worked one or more period(s) in excess of ten (10) hours.

24. Plaintiff seeks to certify a subclass defined as:

"Rest Period Subclass"

All Class Members who worked one or more period(s) in excess of three and one-half (3.5) hours.

25. Plaintiff seeks to certify a subclass defined as:

"Wage Statement Subclass"

All Class Members who received one or more itemized wage statements during the one year preceding the filing of this Complaint.

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26. Plaintiff seeks to certify a subclass defined as:

“Waiting Time Subclass”

All Class Members whose working relationship with Defendants ended at any time during the three years preceding the filing of this Complaint.

27. Plaintiff seeks to certify a subclass defined as:

“Expense Reimbursement Subclass”

All Class Members who used or purchased their own supplies for work-related purposes for Defendants.

28. Plaintiff seeks to certify a subclass defined as:

“UCL Subclass”

All Class and Subclass Members who were subject to Defendants’ unlawful or unfair business acts or practices.

29. Plaintiff reserves the right to amend or modify the Class description, including by division into subclasses or limitation to particular issues. California Rule of Court 3.765(b).

30. **Commonality**: This action has been brought and may be maintained as a class action pursuant to Code of Civil Procedure section 382 because there is a well-defined common interest of many persons and it is impractical to bring them all before the court.

31. **Ascertainable Class**: The proposed Class and Subclasses are ascertainable because they can be identified and located using Defendants’ payroll and personnel records.

32. **Numerosity**: The potential members of the Class and Subclasses as defined are so numerous that joinder of all members would be unfeasible and impractical. The disposition of their claims through this class action will benefit the parties and this Court. The number of members of the Class and Subclasses is unknown to Plaintiff, but is estimated to be at least 100 individuals. The number and identity of members can be readily ascertained using Defendants’ records.

33. **Typicality**: The claims of Plaintiff are typical of the claims of all members of the Class and Subclasses because all members of the Class and Subclasses sustained similar injuries and damages caused by Defendants’ common course of conduct in violation of law.

34. **Adequacy**: Plaintiff is an adequate representative of the Class and Subclasses, will fairly protect the interests of the Class and Subclass Members and has no interests antagonistic to them, and will vigorously pursue this suit. Plaintiff’s attorneys are competent,

1 skilled, and experienced in litigating large employment law class actions.

2 35. **Superiority**: A class action is superior to other available means for the fair and
3 efficient adjudication of this controversy. Individual joinder of all Class Members is not
4 practicable, and questions of law and fact common to the Class predominate over questions
5 affecting only individual Class Members. A Class action will allow those similarly situated to
6 litigate their claims in the most efficient and economical manner for the parties and the judicial
7 system. Plaintiff is unaware of any difficulties likely to be encountered in the management of
8 this action that precludes its maintenance as a class action.

9 36. The predominating common questions of law and fact include:

- 10 a. Whether Defendants have a policy or practice of failing to provide compliant
11 meal periods;
- 12 b. Whether Defendants have a policy or practice of failing to authorize or
13 permit compliant rest periods;
- 14 c. Whether Defendants have a policy or practice of failing to provide accurate
15 itemized wage statements;
- 16 d. Whether Defendants have a policy or practice of failing to reimburse
17 business expenses;
- 18 e. Whether the Class and Waiting Time Subclass Members are entitled to
19 waiting time penalties under Section 203;
- 20 f. Whether Defendant violated Sections 17200, *et seq.* of the Business and
21 Professions Code; and
- 22 g. Whether the Class and Subclasses are entitled to equitable relief pursuant to
23 Business and Professions Code, sections 17200, *et seq.*

24 **CAUSES OF ACTION**

25 **FIRST CAUSE OF ACTION**

26 **Failure to Provide Required Meal Periods**

27 **Labor Code §§ 226.7, 512 and the “Meal Periods” section of applicable
IWC Wage Order(s)**

28 **(By Plaintiff and each First and Second Meal Period Subclass Member)**

37. Plaintiff incorporates the preceding paragraphs of this Complaint.

1 38. The applicable Wage Order provides, in pertinent part: “[n]o employer shall
2 employ any person for a work period of more than five (5) hours without a meal period of not
3 less than 30 minutes, except that when a work period of not more than six (6) hours will
4 complete the day’s work the meal period may be waived by mutual consent of the employer and
5 the employee.”

6 39. Labor Code section 512(a) provides, in pertinent part: “[a]n employer may not
7 employ an employee for a work period of more than five hours per day without providing the
8 employee with a meal period of not less than 30 minutes, except that if the total work period per
9 day of the employee is no more than six hours, the meal period may be waived by mutual
10 consent of both the employer and employee. An employer may not employ an employee for a
11 work period of more than 10 hours per day without providing the employee with a second meal
12 period of not less than 30 minutes, except that if the total hours worked is no more than 12
13 hours, the second meal period may be waived by mutual consent of the employer and the
14 employee only if the first meal period was not waived.”

15 40. Defendants failed to provide meal periods of at least thirty (30) minutes for shifts
16 of five hours or more, which began before the end of the fifth hour of work; provide second
17 duty-free meal periods of at least thirty (30) minutes for shifts of ten hours or more, which
18 began before the tenth hour of work; and pay premium wages of one (1) hour of pay at
19 employees’ regular rate of compensation for each workday a meal period was not provided. By
20 doing so, Defendants willfully violated the provisions of Labor Code sections 226.7 and 512,
21 and the “Meal Periods” section of the applicable IWC Wage Order(s).

22 41. Defendants’ unlawful acts deprived Plaintiff and the First and Second Meal
23 Period Subclasses of premium wages in amounts to be determined at trial, and they are entitled
24 to recover these amounts, along with interest, attorneys’ fees, and costs.

25 **SECOND CAUSE OF ACTION**
26 **Failure to Provide Required Rest Periods**
27 **Labor Code § 226.7 and the “Rest Periods” section of applicable IWC Wage Order(s)**
28 **(By Plaintiff and each Rest Period Subclass Member)**

 42. Plaintiff incorporates the preceding paragraphs of this Complaint.

1 43. California Labor Code section 226.7(b) provides: “An employer shall not require
2 an employee to work during a meal or rest period mandated pursuant to an applicable order of
3 the Industrial Welfare Commission.”

4 44. The applicable Wage Order provides, in pertinent part: “[e]very employer shall
5 authorize and permit all employees to take rest periods, which insofar as practicable shall be in
6 the middle of each work period. The authorized rest period time shall be based on the total
7 hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major
8 fraction thereof. However, a rest period need not be authorized for employees whose total daily
9 work time is less than three and one-half (3 ½) hours. Authorized rest period time shall be
10 counted as hours worked for which there shall be no deduction from wages.”

11 45. The applicable Wage Order further provides: “[i]f an employer fails to provide
12 an employee with a rest period in accordance with the applicable provisions of this order, the
13 employer shall pay the employee one (1) hour of pay at the employee’s regular rate of
14 compensation for each workday that the rest period is not provided.”

15 46. By failing to authorize and permit Plaintiff and Class Members a paid rest period
16 of at least 10 minutes for every four hours or major fraction worked per day, and by failing to
17 provide premium wages at the regular rate of compensation when not permitted or authorized,
18 Defendant willfully violated the provisions of Labor Code section 226.7 and the “Rest Period”
19 section of applicable IWC Wage Order(s).

20 47. Defendants’ unlawful acts deprived Plaintiff and the Rest Period Subclass of
21 premium wages in amounts to be determined at trial, and they are entitled to recover these
22 amounts, along with interest, attorneys’ fees, and costs.

23 **THIRD CAUSE OF ACTION**

24 **Failure to Provide Accurate Wage Statements**

25 **Labor Code § 226**

26 **(By Plaintiff and each Wage Statement Subclass Member)**

27 48. Plaintiff incorporates the preceding paragraphs of this Complaint.

28 49. California Labor Code section 226(a) provides: “[e]very employer shall,
semimonthly or at the time of each payment of wages, furnish each of his or her employees,

1 either as a detachable part of the check, draft, or voucher paying the employee's wages, or
2 separately when wages are paid by personal check or cash, an accurate itemized statement in
3 writing showing (1) gross wages earned, (2) total hours worked by the employee [...], (3) the
4 number of piece-rate units earned and any applicable piece rate if the employee is paid on a
5 piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the
6 employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive
7 dates of the period for which the employee is paid, (7) the name of the employee and only the
8 last four digits of his or her social security number, [...], (8) the name and address of the legal
9 entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and
10 the corresponding number of hours worked at each hourly rate by the employee....”

11 50. Any employee suffering injury due to a willful violation of Labor Code section
12 226(a) may, under Labor Code section 226(e), collect the greater of actual damages or \$50 for
13 the first inadequate pay statement and \$100 for each inadequate statement thereafter, up to
14 \$4,000. Defendant willfully failed to provide Plaintiff and Class Members with required
15 adequate wage statements. Labor Code § 226.

16 51. As a consequence of Defendants' knowing and intentional failure to comply with
17 Labor Code section 226(a), Plaintiff and the Wage Statement Subclass are entitled to recover
18 the greater of actual damages or penalties not to exceed \$4,000 for each employee with interest
19 and attorneys' fees and costs.

20 **FOURTH CAUSE OF ACTION**

21 **Failure to Timely Pay Wages Due at Separation**

22 **Labor Code §§ 201-203**

23 **(By Plaintiff and each Waiting Time Subclass Member)**

24 52. Plaintiff incorporates the preceding paragraphs of this Complaint.

25 53. An employer who discharges an employee must pay all compensation due and to
26 that employee immediately upon discharge. Labor Code § 201. An employer must pay all
27 compensation due to an employee who quits within 72 hours. Labor Code § 202.

28 54. Defendants willfully failed to timely pay earned wages to former Class
Members. If an employer willfully fails to timely pay such wages the employer must, as a

1 penalty, continue to pay the subject employee's wages until paid or until an action is
2 commenced. Labor Code § 203. The penalty cannot exceed 30 days of wages.

3 55. Waiting Time Subclass Members, including Plaintiff, are no longer employed by
4 Defendants.

5 56. Defendants willfully failed to pay Waiting Time Subclass Members the sum due
6 at the time of their termination or within seventy-two (72) hours of their resignation, and failed
7 to pay those sums for thirty (30) days thereafter. Defendants' unlawful acts deprived Plaintiff
8 and Class Members of these wages, and they are entitled to recover waiting time penalties.

9 **FIFTH CAUSE OF ACTION**

10 **Failure to Reimburse Business Expenses**

11 **Labor Code §§ 2802 and 2804**

12 **(By Plaintiff and each Expense Reimbursement Subclass Member)**

13 57. Plaintiff incorporates the preceding paragraphs of this Complaint.

14 58. An employer must reimburse its employees for "all necessary expenditures or
15 losses incurred by the employee in direct consequence of the discharge of his or her duties, or of
16 his or her obedience to the directions of the employer...." Labor Code § 2802. This right to
17 reimbursement may not be waived. Labor Code § 2804.

18 59. By failing to reimburse Plaintiff and Class Members for their reasonable
19 business expenses, including for grooming supplies, Defendants violated Labor Code section
20 2802.

21 60. Defendants' unlawful acts deprived Plaintiff and the Expense Reimbursement
22 Subclass of expense reimbursements in amounts to be determined at trial, and they are entitled
23 to recover these amounts, along with interest, attorneys' fees, and costs.

24 **SIXTH CAUSE OF ACTION**

25 **Violation of the Unfair Competition Law**

26 **Bus. & Prof. Code §§ 17200, *et seq.***

27 **(By Plaintiff and each UCL Subclass Member)**

28 61. Plaintiff incorporates the preceding paragraphs of this Complaint.

62. The California Unfair Competition Law ("UCL"), Cal. Bus. & Prof. Code
sections 17200, *et seq.*, defines unfair competition to include any "unlawful," "unfair," or

1 “fraudulent” business act or practice. Cal. Bus. & Prof. Code § 17200.

2 63. Defendants’ conduct as described above constitutes unlawful business practices
3 because Defendants violated: the California Labor Code, including but not limited to Sections
4 226.7 (meal and rest periods), 2802 (expense reimbursement), 6300 and 6400, *et. seq.* (safe and
5 healthful place of employment); and sections of the applicable IWC Wage Order(s).

6 64. Defendants’ conduct as described above constitutes unfair business practices
7 because their denial of lawfully earned wages outweighs any utility of such practices.

8 65. As a result of Defendants’ unlawful and unfair conduct, Plaintiff and Class
9 Members suffered injury in fact.

10 66. Plaintiff and Class Members seek declaratory and injunctive relief, restitution,
11 and other appropriate equitable relief. Cal. Bus. & Prof. Code §§ 17203, 17204.

12 67. Pursuant to California Code of Civil Procedure section 1021.5, Plaintiff and
13 Class Members are entitled to recover reasonable attorneys’ fees, costs, and expenses incurred
14 in bringing this action.

15 68. This cause of action is brought as a cumulative remedy and is intended as an
16 alternative remedy for restitution for Plaintiff, and each Subclass Member, for the four (4)-year
17 period before the filing of this Complaint, and as the primary remedy during the fourth year
18 before the filing of this Complaint. Business and Professions Code § 17205.

19 **SEVENTH CAUSE OF ACTION**
20 **Violation of the Private Attorneys General Act (“PAGA”)**
21 **Labor Code §§ 2698, *et seq.***
22 **(By Plaintiff and each Aggrieved Employee)**

23 69. Plaintiff incorporates the preceding paragraphs of this Complaint.

24 70. Labor Code sections 2698 and 2699 (The California Private Attorneys General
25 Act of 2004, or “PAGA”), expressly establish that any provision of the California Labor Code
26 which provides for a civil penalty to be assessed and collected by The Labor and Workforce
27 Development Agency (“LWDA”), or any of its departments, divisions, commissions, boards,
28 agencies or employees for a violation of the California Labor Code, may be recovered through a
civil action brought by an aggrieved employee on behalf of other current or former employees.

1 71. Whenever the LWDA, or any of its departments, divisions, commissions, boards,
2 agencies or employees has discretion to assess a civil penalty, a fact-finder in a civil action is
3 authorized to exercise the same discretion, subject to the same limitations and conditions, to
4 assess a civil penalty.

5 72. Plaintiff is an “aggrieved employee” as defined by Labor Code section 2699(c),
6 because they are or were an employee of Defendants, and personally experienced the Labor
7 Code violations alleged herein during the relevant time period.

8 73. Plaintiff, in their representative capacity as a “private attorney general” on behalf
9 of all aggrieved employees, as well as the general public, seeks to recover all statutory penalties
10 for violations of the following Labor Code provisions:

- 11 a. Failure to provide legally compliant meal periods or compensation in lieu
12 thereof in violation of Labor Code §§226.7, 512 and the applicable Wage
13 Order;
- 14 b. Failure to provide legally compliant rest periods or compensation in lieu
15 thereof in violation of Labor Code §226.7 and the applicable Wage Order;
- 16 c. Failure to timely pay all wages owed, including upon termination and/or
17 waiting time penalties in violation of Labor Code §§ 201-204, 256 and the
18 applicable Wage Order;
- 19 d. Failure to timely furnish legally compliant and/or accurate itemized wage
20 statements in violation of Labor Code §§ 226(a) and the applicable Wage
21 Order;
- 22 e. Failure to maintain accurate payroll records in violation of Labor Code §§
23 1174, 1175.5 and the applicable Wage Order;
- 24 f. Failure to reimburse for necessary work expenses in violation of Labor
25 Code §§ 2802 and 2804 and the applicable Wage Order;

26 74. Plaintiff, on behalf of all aggrieved employees, as well as the general public, is
27 entitled to payment of penalties, plus interest, as provided in the PAGA.

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

18 76. Plaintiff, on behalf of all aggrieved employees, as well as the general public,
19 seeks and is entitled to have 65% of all recovered penalties and interest allocated to the LWDA
20 and 35% to the aggrieved employees. Further, Plaintiff is entitled to seek and recover
21 reasonable attorneys' fees, expenses and costs pursuant to Labor Code section 2699, and any
22 other applicable statutes.

23 77. Plaintiff complied with the notice requirements of Labor Code section
24 2699.3(a)(1) prior to commencing this action. A copy of the letter submitted to the California
25 LWDA and Cal/OSHA on April 14, 2025, via online filing, and copied to Defendants' Agents
26 for Service of Process in California on the same date, via certified mail, in accordance with
27 Section 2699.3(a), is attached hereto as **Exhibit A**, and by reference incorporated herein.

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1 78. As of today's date, the LWDA has not responded to Plaintiff's notice. Cal/Osha
2 has jurisdiction over Plaintiff's claims for violations of Labor Code section 6300 and 6400
3 within San Diego County and Imperial County.

4 79. Plaintiff and/or aggrieved employees are also entitled to reasonable attorneys'
5 fees and costs, pursuant to the PAGA, California Labor Code sections 2698, *et seq.*

6 **PRAYER FOR RELIEF**

7 **WHEREFORE**, Plaintiff prays for the following relief on behalf of themselves and the
8 Class against Defendants:

9 1. Certification of this action as a class action and appointment of Plaintiff and
10 Plaintiff's counsel to represent the Class;

11 2. Provision of class notice to Class Members as defined above;

12 3. A declaratory judgment that Defendants knowingly and intentionally violated:

13 a. California Labor Code sections 226.7 and 512 by failing to provide meal
14 and rest periods;

15 b. California Labor Code section 226 by failing to provide accurate,
16 itemized wage statements;

17 c. California Labor Code section 203 by failing to pay waiting time
18 penalties;

19 d. California Labor Code section 2802 by failing to reimburse business
20 expenses;

21 e. California Labor Code sections 6300, *et seq.* and 6400, *et seq.* by failing
22 to require proof of vaccinations prior to providing grooming services;

23 f. California Labor Code sections 6300, *et seq.* and 6400, *et seq.* by failing
24 to provide access to toilet and hand-washing facilities;

25 g. California Labor Code sections 6300, *et seq.* and 6400, *et seq.* by failing
26 to provide suitable equipment to prevent injury; and

27 h. California Business and Professions Code sections 17200, *et seq.* by
28 engaging in unlawful or unfair business practices.

1 4. That Defendants be permanently enjoined from engaging in the unlawful or
2 unfair acts and practices alleged;

3 5. An order requiring Defendants to pay restitution of all amounts owed to Plaintiff
4 and Class Members, in an amount according to proof, pursuant to California Business and
5 Professions Code section 17203;

6 6. That this action be maintained as a Representative Action under the PAGA;

7 7. For recovery of civil penalties as permitted by Labor Code section 2699;
8 according to proof;

9 8. Compensatory damages according to proof;

10 9. Statutory damages under the Labor Code;

11 10. Liquidated damages under the Labor Code;

12 11. Pre-judgment interest on all sums collected;

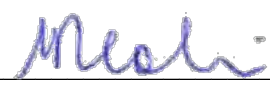
13 12. Reasonable attorneys' fees and costs, pursuant to California Code of Civil
14 Procedure section 1021.5, the California Labor Code, the PAGA, or other applicable law;

15 13. Costs of suit; and,

16 14. Such other relief as the Court may deem appropriate.

17 COHELAN KHOURY & SINGER

18
19 Dated: June 20, 2025

By: 

Maggie K. Realin

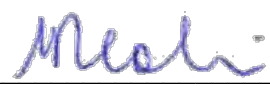
Attorneys for Plaintiff Remi Dillon, individually
and on behalf of all others similarly situated and
aggrieved

22 **DEMAND FOR JURY TRIAL**

23 Plaintiff demands a jury trial of all claims triable as of right by jury.

24 COHELAN KHOURY & SINGER

25
26 Dated: June 20, 2025

By: 

Maggie K. Realin

Attorneys for Plaintiff Remi Dillon, individually
and on behalf of all others similarly situated and
aggrieved

EXHIBIT A

COHELAN KHOURY & SINGER

A PARTNERSHIP OF PROFESSIONAL LAW CORPORATIONS

TIMOTHY D. COHELAN, APLC*
ISAM C. KHOURY, APC
DIANA M. KHOURY, APC
MICHAEL D. SINGER, APLC•

(*Also admitted in the District of Columbia)
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JEFF GERACI
MAGGIE K. REALIN
ROSEMARY C. KHOURY

April 14, 2025

NOTICE VIA ONLINE SUBMISSION

California Division of Occupational Health and Safety ("Cal/OSHA")

California Labor and Workforce Development Agency ("LWDA")

VIA CERTIFIED U.S. MAIL WITH RETURN RECEIPT

Barkbus LLC
22747 1/2 Ventura Blvd.
Los Angeles, CA 91364

Work Address:

Barkbus LLC
10089 Willow Creek Rd., Ste. 200
San Diego, CA 92131

Groombuggy, Inc.
2261 Market Street, Ste. 5503
San Francisco, CA 94114

Barkbus LLC
c/o Registered Agents, Inc.
1401 21st Street, Suite R
Sacramento, CA 95811

Groombuggy, Inc.
c/o Legalinc Registered Agents, Inc.
500 N. Brand Blvd. Suite 890
Glendale, CA 91203

Re: Remi A. Dillon v. Barkbus LLC and Groombuggy, Inc.

The purpose of this correspondence is to notify you that Remi A. Dillon ("Claimant"), on behalf of all others similarly situated non-exempt pet groomers/stylists ("aggrieved employees"), intends to assert the legal rights granted to them under the Private Attorneys General Act ("PAGA") as set forth in California Labor Code ("Labor Code") section 2698 *et seq.* against Barkbus LLC and/or Groombuggy, Inc. (collectively, "Employer"). This correspondence includes the current facts and theories to support the Labor Code violations alleged by Claimant. This correspondence will also be sent, by certified mail, to the agent(s) for service of process for Barkbus LLC and Groombuggy, Inc. Concurrently, this correspondence is being submitted to the Division of Occupational Health and Safety ("Cal/OSHA"), pursuant to Labor Code section 2699.3 (b)(1), satisfying the notice requirements of the Labor Code.

If the Cal/OSHA and LWDA do not intend to investigate the alleged violations, Claimant intends to file a representative civil action for PAGA penalties.

FACTUAL STATEMENT AND THEORIES OF LIABILITY

Claimant worked for Employer as a non-exempt mobile pet groomer/stylist between May 2024 and April 2025 in San Diego County.

It was Claimant's understanding that Claimant would work 10-hour shifts. However, Employer regularly scheduled Claimant for shifts lasting 11-13 hours or more, four times a week. During these shifts, Claimant traveled throughout San Diego County in a company-provided van to perform dog grooming services at various customer locations. Most, if not all, of Claimant's shifts were booked with back-to-back appointments, leaving little to no time between customers. The Employer failed to adequately account for the travel time required between appointments, as well as the frequent overruns caused by the inherently unpredictable nature of working with animals. Appointments involving senior dogs, puppies, or animals requiring additional care, routinely extended beyond their scheduled time.

Although the work schedules at times included a designated lunch block, this did not guarantee that Claimant was actually able to take lunch during that time, or at all. In addition, the lunch blocks occasionally set by the Employer were scheduled after the end of the fifth hour of work, or during the time Claimant needed to travel between customers. Because of the travel times and appointments that frequently took longer than originally scheduled, Claimant's meal breaks were often late, or missed altogether. This forced Claimant and other aggrieved employees to eat while they were traveling between appointments. Claimant was not paid meal break premiums for all those non-compliant meal breaks, including late breaks. In addition, Employer had an unlawful policy authorizing a second meal break after the 12th hour of work, in violation of California law.

Employer also failed to authorize and permit rest periods for Claimant and other aggrieved employees. Similar to their treatment of meal periods, Employer did not include rest breaks in Claimant's work schedules. Furthermore, the demands of the workload Employer imposed often made it impossible to take a 10-minute, off-duty rest period for every four hours worked, or major fraction thereof. Claimant was not paid rest break premiums for those missed rest breaks.

Further, Claimant and other aggrieved employees were required to purchase and/or use their own grooming supplies, such as pet brushes or scissors, in order to perform their job duties. Employer did not reimburse Claimant for those expenses.

Moreover, Employer did not require proof of rabies or other vaccinations from the pet's owner as a condition of providing grooming services. This failure constitutes a breach of the Employer's duty to ensure the health, safety, and well-being of its employees. For instance, 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, the Employer was unable to provide this information, as it did not require vaccination records to be submitted prior to scheduling grooming appointments.

Additionally, California laws require that "mobile crews" have transportation readily available so that they may have access to nearby toilet and hand washing facilities that are equivalent to those provided for at fixed worksites. Here, although Claimant was using the company van, she did not have it readily available to access proper restroom and handwashing

facilities due to demanding schedules imposed by the Employer. Instead, the Employer provided Claimant 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 Employer’s knowledge and acquiescence that Claimant and other aggrieved employees did not have the opportunity to access proper restroom facilities equivalent to those provided at the fixed worksites.

Further, the Employer’s failure to provide essential safety equipment placed Claimant and other groomers at risk of injury. Specifically, the Employer did not supply anti-fatigue mats or ramps necessary for safely loading large dogs into the grooming vans. In addition, the Employer 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, Claimant sustained a back injury after repeatedly being forced to lift large dogs without the assistance of any proper safety equipment.

Thus, Claimant alleges the following violations of the California Labor Code, California Code of Regulations, and the applicable IWC Wage Order on behalf of other aggrieved employees of Employer, and seeks civil penalties accordingly.

FAILURE TO PROVIDE MEAL AND REST PERIODS

(Labor Code §§ 226.7, 512, and 1198, and the “Meal Period” and “Rest Period” Sections of the applicable IWC Wage Order)

Labor Code section 512(a) states in pertinent part: “An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes....” Labor Code section 226.7(b) states that “An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission....”

The “Rest Period” Section of the applicable IWC Wage Order states, “Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof.” If an employer fails to provide an employee a rest period in accordance with the applicable provision of the order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation of each workday that the rest period is not provided.

As stated in the fact section above, during Claimant’s employment, Employer failed to provide Claimant and other aggrieved employees with off-duty meal periods and duty-free rest periods as required by Labor Code sections 226.7 and 512, and Sections 11 and 12 of the applicable IWC Wage Order, due to Employer’s policy of not providing Claimant and other aggrieved employees with an off-the-clock, uninterrupted, thirty-minute off-duty meal break, and

an uninterrupted, ten-minute off-duty rest break. Furthermore, Employer failed to pay one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal and/or rest period was not provided, in accordance with California law.

Labor Code section 226.7(c) states: "If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission ... the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided."

Accordingly, Claimant now seeks *civil penalties* pursuant to the PAGA on behalf of other aggrieved employees based on the alleged violations of the California Labor Code and applicable IWC Wage Orders.

FAILURE TO REIMBURSE BUSINESS-RELATED EXPENSES

(Labor Code §§ 2802 and 2804, and the "Uniforms and Equipment" Section of the applicable IWC Wage Order)

Labor Code section 2802(a) provides that "[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful."

Labor Code section 2802(c) states that "[f]or purposes of [2802], the term 'necessary expenditures or losses' shall include all reasonable costs, including, but not limited to attorney's fees incurred by the employee enforcing the rights granted by [2802]."

Section 9(b) of the applicable IWC Wage Order states in pertinent part: "When tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer."

Labor Code section 2802 prohibits employers, such as Employer, from shifting their cost of doing business onto the employee. California Labor Code section 2802 states that employers must "indemnify" an employee for "all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer." This means that if the expense in question is "necessary" for performance of the job, the employer must reimburse the employee 100% of the cost. An expense is considered "necessary" if it directly results from the employee's performance of his or her work duties. An expense is also "necessary" if it occurs because the employee is following the directions given by the employer.

“Any contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof is null and void, and this article shall not deprive any employee or his personal representative of any right or remedy to which he is entitled to under the laws of this State.” Cal. Labor Code § 2804.

As stated in the fact section above, Employer failed to comply with Labor Code section 2802 and the applicable IWC Wage Order by failing to reimburse Claimant and other aggrieved employees for necessary business-related expenses incurred in direct consequence of the discharge of their duties. Claimant and other aggrieved employees were required to use their own grooming equipment for work-related purposes without receiving reimbursement for these business expenditures. As such, Employer failed to reimburse Claimant and other aggrieved employees for the costs incurred by employees in direct consequence of the discharge of their duties for Employer.

Accordingly, Claimant now seeks *civil penalties* pursuant to the PAGA on behalf of himself and other aggrieved employees based on the alleged violations of the California Labor Code and applicable IWC Wage Orders.

FAILURE TO PROVIDE ACCURATE AND ITEMIZED WAGE STATEMENTS

(Labor Code § 226, and the “Records” Section of the applicable IWC Wage Order)

Labor Code section 226(a) states in pertinent part that every employer shall provide an accurate itemized statement in writing with respect to each one of its employees showing: 1) gross wages earned; 2) total hours worked by an employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission; (3) the number of piece rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item; (5) net wages earned; (6) the inclusive dates of the period for which the employee is paid; (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number; (8) the name and address of the legal entity that is the employer . . . ; and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

“An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees.” Cal. Labor Code § 226(e)(1).

Section 7(A) of the applicable IWC Wage Order provides: “Every employer shall keep accurate information with respect to each employee including the following: ... (3) time records showing when the employee begins and ends each work period. Meal periods, split shift intervals

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and total daily hours worked shall also be recorded.” Employer failed to accurately record the hours worked and meal periods for Claimant and other aggrieved employees.

Employer failed to provide Claimant and other aggrieved employees with accurate, timely, itemized wage statements complying with the requirements of the Labor Code and the applicable IWC Wage Order. Furthermore, Claimant’s wage statements did not include the correct number of wages earned due to Employer’s policy of not paying Claimant and other aggrieved employees premiums for non-compliant meal and rest breaks.

Accordingly, Claimant now seeks *civil penalties* pursuant to the PAGA on behalf of himself and other aggrieved employees based on the alleged violations of the California Labor Code and applicable IWC Wage Orders.

FAILURE TO TIMELY PAY WAGES DUE

(Labor Code §§ 201, 202, 203, 204, 256, 1198, and 2699)

Labor Code section 201(a) states: “If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.” Labor Code section 202(a) states: “If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.”

Labor Code section 203(a) states, in relevant part: “If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 201.6, 201.8, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days. An employee who secretes or absents themselves to avoid payment to them, or who refuses to receive the payment when fully tendered to them, including any penalty then accrued under this section, is not entitled to any benefit under this section for the time during which the employee so avoids payment.”

Labor Code section 204(a) states, in pertinent part: “All wages . . . earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays.” The “Minimum Wages” Section of the applicable Wage Order further states “every employer shall pay to each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period.”

Labor Code section 256 states: “The Labor Commissioner shall impose a civil penalty in an amount not exceeding 30 days of pay as waiting time under the terms of Section 203.”

As detailed above, Employer failed to pay Claimant and other aggrieved employees all wages that were due and owing to them including meal and rest period premiums, within the required time during their employment and upon their separation of employment, in violation of the Labor Code and the applicable IWC Wage Order because of the violations alleged herein. As a result, Employer violated the above sections of the Labor Code.

Accordingly, Claimant now seeks *civil penalties* pursuant to the PAGA on behalf of other aggrieved employees based on the alleged violations of the California Labor Code and applicable IWC Wage Orders.

FAILURE TO MAINTAIN ACCURATE RECORDS

(Labor Code §§1174, 1174.5, 2699, and the “Records” Section of the applicable IWC Wage Order)

Labor Code section 1174(d) requires every person, including Employer, employing labor in the state to “[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than three years. An employer shall not prohibit an employee from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units earned.”

Labor Code section 1174.5 provides: “Any person employing labor who willfully fails to maintain the records required by subdivision (c) of Section 1174 or accurate and complete records required by subdivision (d) of Section 1174, or to allow any member of the commission or employees of the division to inspect records pursuant to subdivision (b) of Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).”

Section 7(A) of the applicable IWC Wage Order provides: “Every employer shall keep accurate information with respect to each employee including the following: ... (3) time records showing when the employee begins and ends each work period. Meal periods, split shift intervals and total daily hours worked shall also be recorded.” Employer failed to accurately record the hours worked and meal periods for Claimant and other aggrieved employees.

Employer failed to maintain accurate payroll records for Claimant and other aggrieved employees showing the hours worked daily and the wages paid. Claimant alleges that Employer failed to maintain accurate records of all hours worked by Claimant and all other aggrieved employees.

Accordingly, Claimant now seeks *civil penalties* pursuant to the PAGA on behalf of aggrieved employees based on the alleged violations of the California Labor Code and applicable IWC Wage Orders.

**FAILURE TO MAINTAIN A SAFE AND HEALTHFUL PLACE OF
EMPLOYMENT**

(Labor Code §§6300, *et. al.*; §§6400, *et al.*)

Labor Code sections 6400 and 6404 establish the obligation of an employer to furnish its employees with a place of employment that is safe and healthful. Labor Code section 6401 provides that “[e]very employer shall furnish and use safety devices and safeguards, and shall adopt and use practices, means, methods, operations, and processes which are reasonably adequate to render such employment and place of employment safe and healthful. Every employer shall do every other thing reasonably necessary to protect the life, safety, and health of employees.” *See also* Labor Code § 6403 (prohibiting an employer from failing or neglecting to perform its obligations under Labor Code § 6401). An employer is required to correct any unsafe and/or unhealthy condition in a timely manner and is further prohibited from permitting or requiring an employee to go or be in a place of employment that is not safe and healthful. Labor Code §§ 6401.7(b) and 6402.

California and Federal laws require that “mobile crews” have transportation readily available so that they may have access to nearby toilet and hand washing facilities that are equivalent to those provided for at fixed worksites. *See* C.C.R., Tit. 8, § 1526; 29 C.F.R 1926.51. Here, as stated in the fact section above, the Employer failed to comply with these legal requirements. As a result of the demanding schedules imposed, Claimant and other groomers frequently lacked access to adequate restroom and handwashing facilities. Rather than ensuring proper accommodations, the Employer provided Claimant with containers for urination—an unsanitary and unacceptable substitute that jeopardizes the health, safety, and dignity of employees. In addition, injuries are a risk for dog groomers who regularly lift heavy dogs. Despite such safety issues, Claimant asserts that the Employer failed to provide anti-fatigue mats and loading ramps necessary to safely handle large dogs during grooming services. Additionally, the Employer did not adequately screen client locations to ensure that grooming vans could be parked on level surfaces—an essential requirement for performing grooming tasks safely and effectively.

Consequently, the Employer has violated the law by failing to provide a safe and healthful place of employment.

DUTIES OF EMPLOYER

(Labor Code §§ 1174, 1174.5, 1175, and 1198, and the applicable Wage Order)

Labor Code section 1174 describes certain duties of every employer in this state. Subsection (d) of this labor code section requires that payroll records show the hours worked daily by employees and the corresponding wages to be paid for the hours worked. Employer violated this requirement by its failure to accurately record employee hours worked and/or paid including wages owed for meal and rest period premiums. Labor Code section 1174.5 imposes a civil penalty of \$500 for an employer’s failure to maintain accurate and complete records. This civil penalty is addition to the civil penalty of \$100 per pay period, per aggrieved employee that would be imposed pursuant to Labor Code section 2699 for a violation of Labor Code section

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1174(d). Furthermore, Claimant and all other aggrieved current and former employees are entitled to collect 35% of the penalty imposed pursuant to Section 2699(m).

Employer failed to accurately record meal periods, and failed to record all accurate premium wages to be paid, in part as a result of Employer's policy of not providing Claimant and other aggrieved employees with meal and rest breaks.

Claimant will pursue all remedies on behalf of current and former employees, including recovery of attorney's fees, costs, damages and penalties to the extent allowed by law.

ATTORNEY'S FEES, COSTS, INTEREST AND PENALTIES

(Labor Code §§ 218.6, 226(e), and 2699, *et seq.*)

Labor Code sections 218.6, 226(e), and 2699, *et seq.* give employees the right to recover in a civil action the unpaid balance of the full amount of wages, damages, liquidated damages, and penalties, including interest thereon, reasonable attorney's fees, and costs of suit.

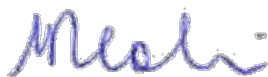
Pursuant to Labor Code sections 2699, *et seq.*, aggrieved employees are entitled to collect 35% of the penalty assessment and 100% of the underpaid wages. Accordingly, Employer is liable for these items in addition to the unpaid wages. Claimant has already incurred in actual damages, costs and attorney's fees and will continue to incur costs as a result of Employer's unlawful actions.

CONCLUSION

Claimant will pursue all remedies on behalf of other aggrieved employees, including recovery of attorney's fees, costs, and penalties to the extent allowed by law. The facts and claims contained here are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Claimant becomes aware of additional claims, they reserve the right to revise these facts and/or add any new claims by amending the claim letter or by adding applicable causes of action in the complaint.

Should you have any questions, please feel free to contact me at your convenience.

Very truly yours,
COHELAN KHOURY & SINGER



Maggie K. Realin, Esq

9589 0710 5270 1756 7503 21

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10089 Willow Creek Rd #200

City, State, ZIP+4®

SAN DIEGO CA 92131

PS Form 3800, January 2023 PSN 7530-02-000-9047

See Reverse for Instructions

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BARKBUS LLC
 10089 Willow Creek Rd
 # 200
 SAN DIEGO CA 92131



9590 9402 6116 0209 9193 25

2. Article Number (Transfer from service label)

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☐ Addressee

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C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
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3. Service Type

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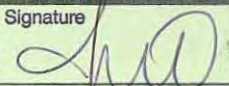
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PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions	

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- Complete items 1, 2, and 3. - Print your name and address on the reverse so that we can return the card to you. - Attach this card to the back of the mailpiece, or on the front if space permits.	A. Signature X  ☐ Agent ☒ Addressee
1. Article Addressed to: BARKBUS LLC c/o Registered Agents Inc 1401st Street, Suite R SACRAMENTO CA 95811	B. Received by (Printed Name) Jayne Stone C. Date of Delivery 4/17/25
2. Article Number (Transfer from service label) 9589 0710 5270 1756 7503 14	D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No
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BARIBUS LLC

Street and Apt. No., or PO Box No.

22747 1/2 VENTURA Blvd

City, State, ZIP+4®

Los Angeles CA 91364

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

LD E05L 95LT 0225 0120 6856

CERTIFIED MAIL

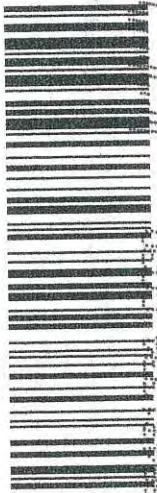
COHELAN KHOURY & SINGER

ATTORNEYS AT LAW

605 C STREET, STE. 200

SAN DIEGO, CALIFORNIA 92101-5305

9589 0710 5270 1756 7503 07



FIRST-CLASS



US POSTAGE
 ZIP 92101
 02 7H
 0001262230
 APR 14 2025
 \$ 009.92

RECEIVED

MAY 14 2025

COHELAN KHOURY
 & SINGER

NIXIE

911 DC 1

0005/22/25

RETURN TO SENDER
 UNCLAIMED
 UNABLE TO FORWARD

BC: 92101539450

*2252-01672-11-09

92101-5394

UNC

Baribus LLC
 22747 1/2 Ventura Blvd.
 Los Angeles, CA

Del @
 2nd Floor



Tracking Number:

Remove X

9589071052701756750307

Copy Add to Informed Delivery (<https://informedelivery.usps.com/>)

Latest Update

Your package is moving within the USPS network and is on track to be delivered to its final destination. It is currently in transit to the next facility.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Moving Through Network
In Transit to Next Facility

May 14, 2025

Arrived at USPS Regional Facility
SAN DIEGO CA DISTRIBUTION CENTER
May 12, 2025, 11:32 am

Arrived at USPS Facility
PASADENA, CA 91109
May 11, 2025, 4:42 am

Unclaimed/Being Returned to Sender
WOODLAND HILLS, CA 91367
May 10, 2025, 10:31 am

Reminder to Schedule Redelivery of your item
April 23, 2025

Notice Left (No Authorized Recipient Available)
WOODLAND HILLS, CA 91364

Feedback

April 18, 2025, 10:52 am

Arrived at USPS Regional Facility
SANTA CLARITA CA DISTRIBUTION CENTER
April 17, 2025, 1:31 pm

Arrived at USPS Regional Facility
SAN DIEGO CA DISTRIBUTION CENTER
April 15, 2025, 12:15 am

Hide Tracking History

What Do USPS Tracking Statuses Mean? (<https://faq.usps.com/s/article/Where-is-my-package>)

Text & Email Updates



USPS Tracking Plus®



Product Information



See Less ^

Track Another Package

Enter tracking or barcode numbers

Need More Help?

Contact USPS Tracking support for further assistance.

FAQs

9589 0710 5270 1756 7503 45

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

\$

Extra Services & Fees (check box, add fee as appropriate)

- ☐ Return Receipt (hardcopy) \$
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

\$

Total Postage and Fees

9.92

Postmark
Here

Sent To

Groom Buggy Inc c/o LEGAL INC

Street and Apt. No., or PO Box No.

500 N. Brand Blvd # 890

City, State, ZIP+4®

LINDALE CA 91203

PS Form 3800, January 2023 PSN 7530-02-000-9047

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Groom Buggy, Inc.
c/o LEGAL INC Registered Agents
500 N. Brand Blvd # 890
LINDALE CA 91203



9590 9402 5067 9092 0016 10

2. Article Number (Transfer from service label)

9589 0710 5270 1756 7503 45

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- ☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

- D. Is delivery address different from item 1? ☒ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

9589 0710 5270 1756 7503 38

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT <i>Domestic Mail Only</i>	
For delivery information, visit our website at www.usps.com ®.	
OFFICIAL USE	
Certified Mail Fee \$ _____	Postmark Here
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy) \$ _____	
☐ Return Receipt (electronic) \$ _____	
☐ Certified Mail Restricted Delivery \$ _____	
☐ Adult Signature Required \$ _____	
☐ Adult Signature Restricted Delivery \$ _____	
Postage \$ _____	
Total Postage and Fees 9.92	
Sent To 6100M BULLY, INC.	
Street and Apt. No., or PO Box No. 2261 MARKET STREET, #5503	
City, State, ZIP+4® SAN FRANCISCO CA 94114	
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions	

Tracking Number:

9589071052701756750338

Remove X

Copy

Add to Informed Delivery (<https://informedelivery.usps.com/>)

Latest Update

Your item was delivered to the front desk, reception area, or mail room at 8:00 am on April 17, 2025 in SAN FRANCISCO, CA 94117.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Delivered, Front Desk/Reception/Mail Room

SAN FRANCISCO, CA 94117

April 17, 2025, 8:00 am

Arrived at Post Office

SAN FRANCISCO, CA 94141

April 17, 2025, 7:50 am

Arrived at USPS Regional Facility

SAN FRANCISCO CA DISTRIBUTION CENTER

April 16, 2025, 6:28 pm

In Transit to Next Facility

April 16, 2025

Arrived at USPS Regional Facility

SAN DIEGO CA DISTRIBUTION CENTER

April 15, 2025, 12:08 am

Hide Tracking History

Feedback

Text & Email Updates



USPS Tracking Plus®



Product Information



See Less 

Track Another Package

Enter tracking or barcode numbers

Need More Help?

Contact USPS Tracking support for further assistance.

FAQs

EXHIBIT B

DEPARTMENT OF INDUSTRIAL RELATIONS
Division of Occupational Safety and Health
San Diego District Office
7575 Metropolitan Drive,
Suite 207
San Diego, CA 92108
Tel. # (619) 767-2280 Fax # (619) 767-2299



April 25, 2025

Cohelan Khoury & Singer
605 C St., Suite 200
San Diego, CA 92101

To Whom it May Concern:

In response to your complaint regarding Barkbus LLC 10089 Willow Creek Rd., Ste 200 in San Diego (Complaint No. 2287167), the Division of Occupational Safety and Health has sent the attached letter to the employer. Your identity has not been revealed to the employer.

Any items(s) not addressed in the copy of the enclosed employer letter are not within the jurisdiction of the Division of Occupational Safety and Health.

When the Division receives the employer's response, a copy of the response will be sent to you.

California law protects any person who makes a complaint about a workplace safety or health hazard from being treated differently, discharged, demoted, suspended or retaliated against in any manner by their employer. If you believe that you have been retaliated against because you made a complaint to the Division of Occupational Safety and Health, you may file a retaliation complaint with the nearest office of the Division of Labor Standards Enforcement (Labor Commissioner). In most cases, you must file your complaint with the Labor Commissioner's Office within one (1) year of the retaliatory action. You also have a separate right to file a concurrent complaint with the Federal Occupational Safety and Health Administration within thirty (30) days of the retaliatory action.

If you have any questions concerning this matter, please contact me at the address above.

Thank you for your concern about workplace safety and health.

Sincerely,

William Baron

William Baron
District Manager

/MN

enclosure: Complaint Notification to Employer, letter d
reference: Complaint No. 2287167 - Ltr E

DEPARTMENT OF INDUSTRIAL RELATIONS
Division of Occupational Safety and Health
San Diego District Office
7575 Metropolitan Drive,
Suite 207
San Diego, CA 92108
Tel. # (619) 767-2280 Fax # (619) 767-2299



April 25, 2025

Barkbus LLC
10089 Willow Creek Rd., Ste 200
San Diego, CA 92131

Dear Employer:

The Division of Occupational Safety and Health has received a complaint (Complaint No. 2287167) alleging the following condition(s) at your workplace at 10089 Willow Creek Rd., Ste 200, San Diego, which may be a violation of the Safety Orders found in Title 8 of the California Code of Regulations:

Code Section(s) and Alleged Condition(s):

1. CCR T8 Section 1526(a) The mobile crew was not provided with a toilet and hand-washing facilities. They were provided containers for urination.

To review Title 8, California Code of Regulations, go to www.dir.ca.gov, click on "Title 8 Regulations" then click on "Cal/OSHA" and enter the code section number mentioned above. Or you can go directly to www.dir.ca.gov/samples/search/query.htm.

The Division has not determined whether the hazard(s), as alleged, exist(s) at your workplace and, at this time, the Division does not intend to conduct an inspection of your workplace.

However, you are required to investigate the alleged condition(s) and notify this office in writing no later than fourteen (14) calendar days after receipt of this letter whether the alleged condition(s) exist and, if so, specify the corrective action(s) you have taken and the estimated date when the corrections will be completed. If possible, please fax or e-mail your response to William Baron, district manager, at fax number (619) 767-2299 or e-mail at DOSHSD@dir.ca.gov.

Please include any written documentation, e.g., equipment purchase orders or contracts for corrective work, and photographs, if appropriate, in your response. If you do not respond in a timely and satisfactory manner, an unannounced inspection of your workplace will be scheduled, which may result in citation(s) and monetary penalties. Also, every tenth satisfactory letter response from employers is subject to verification by an inspection.

You are required to post a copy of this letter in a prominent location in the workplace where it is readily accessible for employee review for at least three (3) working days or until the hazard is corrected, whichever is longer.

This letter is not a citation or a notification of a proposed penalty. Citations and penalties can only be issued after an inspection of your workplace. If the Division does not receive a satisfactory response from you within fourteen (14) calendar days after receipt of this letter, an on-site inspection will be conducted as appropriate.

If the identity of the complainant is known to the Division, a copy of this letter will be sent to the complainant. Also, the complainant will be notified that California law protects any person who makes a complaint about workplace safety or health hazards from being treated differently, discharged, demoted, suspended or retaliated against in any manner by

their employer. If a complainant believes they have been retaliated against, it is their right to file a complaint with the Division of Labor Standards Enforcement within one (1) year of the retaliatory action. The complainant also has a separate right to file a concurrent complaint with the Federal Occupational Safety and Health Administration within thirty (30) days of the retaliatory action.

If you have any questions concerning this matter, please contact me at the address in the letterhead.

Your interest in the safety and health of your employees is appreciated.

Sincerely,

William Baron

William Baron
District Manager

/MN

reference: Complaint No. 2287167 - Ltr D

EXHIBIT C

DEPARTMENT OF INDUSTRIAL RELATIONS
Division of Occupational Safety and Health
San Diego District Office
7575 Metropolitan Drive,
Suite 207
San Diego, CA 92108
Tel. # (619) 767-2280 Fax # (619) 767-2299

**RECEIVED****MAY 27 2025****COHELAN KHOURY
& SINGER**

May 23, 2025

Cohelan Khoury & Singer Law Firm
605 C St Ste. 200 San Diego CA 92101
San Diego, CA 92101

Cohelan Khoury & Singer Law Firm:

In response to your complaint regarding Barkbus LLC 10089 Willow Creek Rd., Ste 200 in San Diego (Complaint No. 2297645), the Division of Occupational Safety and Health has sent the attached letter to the employer. This letter confirms that you agreed to an investigation by letter in lieu of onsite inspection in response to your complaint. Your identity has not been revealed to the employer.

Any items(s) not addressed in the copy of the enclosed employer letter are not within the jurisdiction of the Division of Occupational Safety and Health.

When the Division receives the employer's response, a copy of the response will be sent to you.

California law protects any person who makes a complaint about a workplace safety or health hazard from being treated differently, discharged, demoted, suspended or retaliated against in any manner by their employer. If you believe that you have been retaliated against because you made a complaint to the Division of Occupational Safety and Health, you may file a retaliation complaint with the nearest office of the Division of Labor Standards Enforcement (Labor Commissioner). In most cases, you must file your complaint with the Labor Commissioner's Office within one (1) year of the retaliatory action. You also have a separate right to file a concurrent complaint with the Federal Occupational Safety and Health Administration within thirty (30) days of the retaliatory action.

If you have any questions concerning this matter, please contact me at the address above.

Thank you for your concern about workplace safety and health.

Sincerely,

William Baron

William Baron
District Manager

/MN

enclosure: Complaint Notification to Employer, letter d
reference: Complaint No. 2297645 - Ltr E

DEPARTMENT OF INDUSTRIAL RELATIONS
Division of Occupational Safety and Health
San Diego District Office
7575 Metropolitan Drive,
Suite 207
San Diego, CA 92108
Tel. # (619) 767-2280 Fax # (619) 767-2299



May 23, 2025

Barkbus LLC
10089 Willow Creek Rd., Ste 200
San Diego, CA 92131

Dear Employer:

The Division of Occupational Safety and Health has received a complaint (Complaint No. 2297645) alleging the following condition(s) at your workplace at 10089 Willow Creek Rd., Ste 200, San Diego, which may be a violation of the Safety Orders found in Title 8 of the California Code of Regulations:

Code Section(s) and Alleged Condition(s):

1. CCR Title 8 §3203 (a)(4). Failure to identify and evaluate workplace hazards for mobile pet grooming services such as, shower tubs 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.
2. CCR Title 8 §5110 (b). Failure to establish and implement a Repetitive Injury Motion Program.

To review Title 8, California Code of Regulations, go to www.dir.ca.gov, click on "Title 8 Regulations" then click on "Cal/OSHA" and enter the code section number mentioned above. Or you can go directly to www.dir.ca.gov/samples/search/query.htm.

The Division has not determined whether the hazard(s), as alleged, exist(s) at your workplace and, at this time, the Division does not intend to conduct an inspection of your workplace.

However, you are required to investigate the alleged condition(s) and notify this office in writing no later than fourteen (14) calendar days after receipt of this letter whether the alleged condition(s) exist and, if so, specify the corrective action(s) you have taken and the estimated date when the corrections will be completed. If possible, please fax or e-mail your response to William Baron, district manager, at fax number (619) 767-2299 or e-mail at DOSHSD@dir.ca.gov.

Please include any written documentation, e.g., equipment purchase orders or contracts for corrective work, and photographs, if appropriate, in your response. If you do not respond in a timely and satisfactory manner, an unannounced inspection of your workplace will be scheduled, which may result in citation(s) and monetary penalties. Also, every tenth satisfactory letter response from employers is subject to verification by an inspection.

You are required to post a copy of this letter in a prominent location in the workplace where it is readily accessible for employee review for at least three (3) working days or until the hazard is corrected, whichever is longer.

This letter is not a citation or a notification of a proposed penalty. Citations and penalties can only be issued after an inspection of your workplace. If the Division does not receive a satisfactory response from you within fourteen (14) calendar days after receipt of this letter, an on-site inspection will be conducted as appropriate.

If the identity of the complainant is known to the Division, a copy of this letter will be sent to the complainant. Also, the complainant will be notified that California law protects any person who makes a complaint about workplace safety or health hazards from being treated differently, discharged, demoted, suspended or retaliated against in any manner by their employer. If a complainant believes they have been retaliated against, it is their right to file a complaint with the Division of Labor Standards Enforcement within one (1) year of the retaliatory action. The complainant also has a separate right to file a concurrent complaint with the Federal Occupational Safety and Health Administration within thirty (30) days of the retaliatory action.

If you have any questions concerning this matter, please contact me at the address in the letterhead.

Your interest in the safety and health of your employees is appreciated.

Sincerely,

William Baron

William Baron
District Manager

/MN

reference: Complaint No. 2297645 - Ltr D

EXHIBIT D

Amber Worden

From: DIR DOSHSD <DOSHSD@DIR.ca.gov>
Sent: Tuesday, June 17, 2025 1:41 PM
To: Maggie Realin; DIR DOSHSD
Cc: Isam Khoury; Amber Worden; Matthew Atlas; Michael Singer
Subject: RE: [External] Compl. #2287167, 2297645

No, the San Diego district office only has jurisdiction over San Diego and Imperial Counties. You can use the following link to determine the correct district office for other locations.

Megan Nelson
Office Technician
Cal/OSHA Compliance | San Diego District Office
7575 Metropolitan Drive, Suite 207 | San Diego, CA 92108



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From: Maggie Realin <MRealin@ckslaw.com>
Sent: Tuesday, June 17, 2025 1:19 PM
To: DIR DOSHSD <DOSHSD@DIR.ca.gov>
Cc: Isam Khoury <IKhoury@ckslaw.com>; Amber Worden <AWorden@ckslaw.com>; Matthew Atlas <MATlas@ckslaw.com>; Michael Singer <MSinger@ckslaw.com>
Subject: RE: [External] Compl. #2287167, 2297645

CAUTION: [External Email]

This email originated from outside of our DIR organization. Do not click links or open attachments unless you recognize the sender and know the content is expected and is safe. If in doubt reach out and check with the sender by phone.

Ms. Nelson,

Thank you. Does your office have jurisdiction over all Barkbus LLC locations in California?

Maggie Realin
COHELAN KHOURY & SINGER
605 C Street, Suite 200
San Diego, CA 92101
Tel. 619-595-3001

Fax 619-595-3000
MRealin@ckslaw.com
www.ckslaw.com

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From: DIR DOSHSD <DOSHSD@DIR.ca.gov>
Sent: Tuesday, June 17, 2025 1:16 PM
To: Maggie Realin <MRealin@ckslaw.com>; DIR DOSHSD <DOSHSD@DIR.ca.gov>
Cc: Isam Khoury <IKhoury@ckslaw.com>; Amber Worden <AWorden@ckslaw.com>; Matthew Atlas <MATlas@ckslaw.com>; Michael Singer <MSinger@ckslaw.com>
Subject: RE: [External] Compl. #2287167, 2297645

Hello,

Both letters would need to be addressed. The letters allege different safety concerns in the workplace.

Megan Nelson
Office Technician
Cal/OSHA Compliance | San Diego District Office
7575 Metropolitan Drive, Suite 207 | San Diego, CA 92108



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From: Maggie Realin <MRealin@ckslaw.com>
Sent: Tuesday, June 17, 2025 11:53 AM
To: DIR DOSHSD <DOSHSD@DIR.ca.gov>
Cc: Isam Khoury <IKhoury@ckslaw.com>; Amber Worden <AWorden@ckslaw.com>; Matthew Atlas <MATlas@ckslaw.com>; Michael Singer <MSinger@ckslaw.com>
Subject: Compl. #2287167, 2297645

CAUTION: [External Email]

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Dear Mr. Baron:

We received the attached two letters from your office regarding Barkbus LLC:

- Compl. #2287167, dated April 25, 2025
- Compl. #2297645, dated May 23, 2025.

Each letter addresses different alleged OSHA violations. The April 25th letter cites violations related to:

- (1) failure to identify and evaluate workplace hazards to prevent back injury to employees, canine prescreening for complete vaccinations, and customer locations to ensure mobile equipment is parked on flat surfaces,
- (2) failure to establish and implement a repetitive injury motion program (CCR Title 8 section 3203(a)(4) and 5110(b)).

The more recent May 23rd letter cites CCR Title 8 section 1526(a) for failure to provide toilet and hand-washing facilities.

We would appreciate clarification as to whether the more recent letter supersedes the earlier one, or if your office has taken jurisdiction over the matters raised in both letters?

Please advise.

Thank you.

Maggie Realin

COHELAN KHOURY & SINGER

605 C Street, Suite 200

San Diego, CA 92101

Tel. 619-595-3001

Fax 619-595-3000

MRealin@ckslaw.com

www.ckslaw.com

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