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JUDGE FAILLA

14 CV 9983

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

KRISTINA KUCKER, HILLARY ANDERSON,
MAGDA ALEXANDRA SERENO, AMY DOIDGE,
and JILL FILIPPONE, on behalf of themselves and all
others similarly situated,

Plaintiffs,

-against-

PETCO ANIMAL SUPPLIES STORES, INC.,

Defendant.

No.

**CLASS AND COLLECTIVE
ACTION COMPLAINT
Jury Trial Demanded**

PRELIMINARY STATEMENT

Plaintiffs Kristina Kucker, Hillary Anderson, Magda Alexandra Sereno, Amy Doidge, and Jill Filippone (collectively, "Plaintiffs"), individually and as class representatives on behalf of all others similarly situated, by and through their attorneys Outten & Golden LLP, Shavitz Law Group, P.A., and Fitapelli & Schaffer, LLP allege:

INTRODUCTION

1. Petco Animal Supplies Stores, Inc. (“Petco” or “Defendant”) is a privately held nationwide pet supply and pet services store with over 1,300 locations in the United States, Mexico, and Puerto Rico.¹

2. As of October 2014, Petco had annual revenue of \$3.2 billion dollars and is the 146th largest privately owned company in the United States.

3. Despite these enormous revenues, Petco has systematically failed to pay its pet stylists, groomers, and bathers the minimum wage because it made unlawful deductions from Plaintiffs’ and other similarly situated employees’ wages, including the cost of purchasing and maintaining grooming equipment required to perform their job.

4. Plaintiffs Anderson, Sereno, Doidge, and Filippone bring this action on behalf of themselves and those similarly situated who elect to opt-in to this action pursuant to the Fair Labor Standards Act (“FLSA”), 29 U.S.C. §§ 201 *et seq.*, and specifically, its collective action provision, 29 U.S.C. § 216(b), to remedy Petco’s violations of the wage-and-hour provisions of the FLSA that have deprived Plaintiffs and other similarly situated employees of their lawfully earned wages.

5. Plaintiff Kucker brings this action as a class action under Federal Rule of Civil Procedure 23 to remedy violations of New York Labor Law, Article 19, §§ 650 *et seq.*, and the supporting New York State Department of Labor Regulations, N.Y. Comp. Codes R. & Regs. tit. 12, Part 142 *et seq.* (collectively, “NYLL”).’

6. Plaintiff Anderson also brings this action as a class action under Federal Rule of Civil Procedure 23 for violations of the California Labor Code §§ 201-203, 226, 1174, 1174.5,

¹ <http://about.petco.com/press-room/company-backgrounder/> (last visited Nov. 24, 2014).

1194, 1194.2, 1197.1, 2698-2699.5, and 2802 (“California Labor Code”), and California Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200 *et seq.*

7. Plaintiff Sereno also brings this action as a class action under Federal Rule of Civil Procedure 23 for violations of the Connecticut’s Wage Payment Laws, Conn. Gen. Stat. §§ 31-58 *et seq.*, and Conn. Gen. Stat. §§ 31-71e, 31-72.

8. Plaintiffs Doidge and Filippone also bring this action as a class action under Federal Rule of Civil Procedure 23 for violations of the New Jersey Wage and Hour Law (“NJWL”), N.J.S.A. 34:11-56a *et seq.*, and the supporting New Jersey Department of Labor and Workforce Development regulations.

THE PARTIES

Plaintiffs

Kristina Kucker

9. Kristina Kucker is an adult individual who resides in New York, New York.

10. Kucker worked for Petco as a groomer from approximately January 2005 through January 2009 at the Petco located 86th Street and Lexington Avenue, New York City.

11. Kucker is a covered employee within the meaning of the NYLL.

Hillary Anderson

12. Hillary Anderson is an adult individual who resides in Fullerton, California.

13. Anderson worked for Petco as a groomer from approximately January 2006 through approximately February 2012 at the Petco located in Cerritos, California.

14. Anderson is a covered employee within the meaning of the FLSA and the California Labor Code.

15. A written consent form for Anderson is being filed with this Class Action Complaint.

Magda Alexandra Sereno

16. Magda Alexandra Sereno is an adult individual who resides in East Hartford, Connecticut.

17. Sereno worked for Petco as a bather from approximately July 2011 through July 2014 at the Petco located in Windsor, Connecticut.

18. Sereno is a covered employee within the meaning of the FLSA and Connecticut's Wage Payment Laws, Conn. Gen. Stat. §§ 31-58 *et seq.* and Conn. Gen. Stat. §§ 31-71e, 31-72.

19. A written consent form for Sereno is being filed with this Class Action Complaint.

Amy Doidge

20. Amy Doidge is an adult individual who resides in Metuchen, New Jersey.

21. Doidge worked for Petco as a groomer from approximately January 2013 through June 2013 at the Petco located in Edison, New Jersey.

22. Doidge is a covered employee within the meaning of the FLSA and the NJWL.

23. A written consent form for Doidge is being filed with this Class Action Complaint.

Jill Filippone

24. Jill Filippone is an adult individual who resides in Washington, New Jersey.

25. Filippone worked for Petco as a groomer from approximately December 2011 through May 1, 2013 at the Petco located in Phillipsburg, New Jersey.

26. Filippone is a covered employee within the meaning of the FLSA and the NJWL.

27. A written consent form for Filippone is being filed with this Class Action Complaint.

Defendant

Petco

28. Petco is a private corporation with its corporate headquarters at 9125 Rehco Road, San Diego, California 92121.

29. Petco is a covered employer within the meaning of the FLSA, NYLL, California Labor Code, Connecticut Minimum Wage Act, Connecticut's Wage Payment Laws, and NJWL.

30. Throughout the relevant period, Petco set policies that applied to Plaintiffs and other similarly situated pet stylists, groomers, and bathers, including compensation policies, and has had the power to control Plaintiffs' and other pet stylists', groomers', and bathers' conditions of work.

JURISDICTION AND VENUE

31. This Court has subject matter jurisdiction with respect to the federal claims pursuant to 28 U.S.C. §§ 1331 and 1337, and jurisdiction over Plaintiffs' state law claims pursuant to 28 U.S.C. § 1332 (the Class Action Fairness Act) and 28 U.S.C. § 1367 (supplemental jurisdiction).

32. Plaintiffs' state law claims are so closely related to their claims under the FLSA that they form part of the same case or controversy under Article III of the United States Constitution.

33. This Court also has jurisdiction over the claims under the FLSA pursuant to 29 U.S.C. § 216(b).

34. Upon information and belief, at least one member of each of the proposed classes is a citizen of a state different from that of Petco.

35. Upon information and belief, citizenship of the members of each of the proposed classes is dispersed among a substantial number of states.

36. Upon information and belief, there are more than 100 members of each proposed class in the aggregate.

37. Petco is subject to personal jurisdiction in New York.

38. Upon information and belief, the amount in controversy in this matter exceeds the sum or value of \$5,000,000, exclusive of interest and costs.

39. This Court is empowered to issue a declaratory judgment pursuant to 28 U.S.C. §§ 2201 and 2202.

40. Venue is proper in the Southern District of New York pursuant to 28 U.S.C. § 1391(b) and (c) because Petco is subject to personal jurisdiction in the Southern District of New York and events or omissions giving rise to the claims occurred in this District.

41. The Court has jurisdiction pursuant to 28 U.S.C. § 1331 and 29 U.S.C. § 216(b).

NEW YORK CLASS ACTION ALLEGATIONS

42. Plaintiff Kucker brings the Second, Third, and Fourth Causes of Action, NYLL claims, under Rule 23 of the Federal Rules of Civil Procedure, on behalf of herself and all persons who worked as pet stylists, groomers, and bathers at Petco in New York between December 18, 2008 and the date of final judgment in this action (the “New York Class”).

43. Excluded from the New York Class are Petco, Petco’s legal representatives, officers, directors, assigns, and successors, or any individual who has, or who at any time during the class period has had, a controlling interest in Petco; the Judge(s) to whom this case is assigned and any member of the Judges’ immediate family; and all persons who will submit timely and otherwise proper requests for exclusion from the New York Class.

44. The members of the New York Class are so numerous that joinder of all members is impracticable.

45. Upon information and belief, the size of the New York Class is more than 100 individuals.

46. Petco has acted or has refused to act on grounds generally applicable to the New York Class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the class as a whole.

47. Common questions of law and fact exist as to the New York Class and predominate over any questions affecting only individual members of the New York Class, and include, but are not limited to, the following:

- (a) Whether Petco violated NYLL Article 6, §§ 190 *et seq.*, and Article 19, §§ 650 *et seq.*, and the supporting New York State Department of Labor regulations, as alleged herein;
- (b) Whether Petco paid Plaintiff Kucker and the New York Class members at the proper minimum wage rate for all hours worked;
- (c) Whether Petco made unlawful deductions from the wages of Plaintiff and the New York Class members;
- (d) Whether Petco's unlawful wage and hour policies or practices as alleged herein were instituted willfully or with reckless disregard for the law; and
- (e) The nature and extent of class-wide injury and the measure of damages for those injuries.

48. Plaintiff Kucker's claims are typical of the claims of the New York Class she seeks to represent.

49. Plaintiff Kucker and all members of the New York Class were subject to the same or similar compensation policies and practices of Petco. Plaintiff Kucker and the New York Class have all sustained similar types of damages as a result of Petco's failure to comply with the

NYLL.

50. Plaintiff Kucker will fairly and adequately represent and protect the interests of the New York Class. Plaintiff Kucker has retained counsel competent and experienced in complex class actions and employment litigation. There is no conflict between Plaintiff Kucker and members of the New York Class.

51. A class action is superior to other available methods for the fair and efficient adjudication of this litigation. The members of the New York Class have been damaged and are entitled to recovery as a result of Petco's common and uniform policies, practices, and procedures and as a result of Petco's violation of the NYLL. Although the relative damages suffered by individual New York Class members are not *de minimis*, such damages are small compared to the expense and burden of individual prosecution of this litigation. Individual plaintiffs lack the financial resources to conduct a thorough examination of Petco's compensation practices and to prosecute vigorously a lawsuit against Petco to recover damages stemming from such practices. In addition, class litigation is superior because it will prevent unduly duplicative litigation that might result in inconsistent judgments about Petco's practices.

52. This action is properly maintainable as a class action under Federal Rule of Civil Procedure 23(b)(3).

CALIFORNIA CLASS ACTION ALLEGATIONS

53. Plaintiff Anderson brings the Fifth, Sixth, Seventh, Eighth, Ninth, and Tenth Causes of Action, California Labor Code and Unfair Competition Law claims, under Rule 23 of the Federal Rules of Civil Procedure, on behalf of herself and all persons who worked as pet stylists, groomers, and bathers at Petco in California between December 18, 2010 and the date of final judgment in this action (the "California Class").

54. Excluded from the California Class are Petco, Petco's legal representatives, officers, directors, assigns, and successors, or any individual who has, or who at any time during the class period has had, a controlling interest in Petco; the Judge(s) to whom this case is assigned and any member of the Judges' immediate family; and all persons who will submit timely and otherwise proper requests for exclusion from the California Class.

55. The members of the California Class are so numerous that joinder of all members is impracticable.

56. Upon information and belief, the size of the California Class is more than 100 individuals.

57. Petco has acted or has refused to act on grounds generally applicable to the California Class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the class as a whole.

58. Common questions of law and fact exist as to the California Class and predominate over any questions affecting only individual members of the California Class, and include, but are not limited to, the following:

- (a) Whether Petco has or had a policy or practice of failing to pay Plaintiff Anderson and the members of the California Class the minimum wage for all hours worked in violation of California Labor Code § 1194;
- (b) Whether Petco failed to pay Plaintiff Anderson and the members of the California Class all wages due as required under California Labor Code §§ 201-203 & 256;
- (c) Whether Petco failed to provide appropriate wage statements to Plaintiff Anderson and the members of the California Class as required under California Labor Code §§ 226, 226.3, 1174, & 1174.5;
- (d) Whether Petco's conduct, as alleged herein, constituted an unfair business act or practice in violation of California Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200 *et seq.*;

- (e) Whether Petco's policy or practice of requiring Plaintiff Anderson and the members of the California Class to purchase grooming equipment and/or to pay other expenses in the discharge of their duties for which they were not reimbursed, violated California Labor Code § 2802;
- (f) Whether Petco made unlawful deductions from the wages of Plaintiff Anderson and the California Class Members;
- (g) Whether Petco violated the California Labor Code by failing to provide paid rest periods to Plaintiff Anderson and the California Class Members for every four hours worked and failing to compensate them for one hour of wages at their regular rate of pay in lieu of rest periods;
- (h) Whether Petco violated the California Private Attorneys General Act ("PAGA") of 2006, Cal. Labor Code §§ 2698-2699.5, through its above-mentioned violations of law;
- (i) Whether Petco's unlawful wage and hour policies or practices as alleged herein were instituted willfully or with reckless disregard for the law; and
- (j) The nature and extent of class-wide injury and the measure of damages for those injuries.

59. Plaintiff Anderson's claims are typical of the claims of the California Class she seeks to represent.

60. Plaintiff Anderson and all members of the California Class were subject to the same or similar compensation policies and practices of Petco. Plaintiff Anderson and the California Class have all sustained similar types of damages as a result of Petco's failure to comply with the California Labor Code.

61. Plaintiff Anderson will fairly and adequately represent and protect the interests of the California Class. Plaintiff Anderson has retained counsel competent and experienced in complex class actions and employment litigation. There is no conflict between Plaintiff Anderson and members of the California Class.

62. A class action is superior to other available methods for the fair and efficient adjudication of this litigation. The members of the California Class have been damaged and are

entitled to recovery as a result of Petco's common and uniform policies, practices, and procedures and as a result of Petco's violation of the California Labor Code. Although the relative damages suffered by individual California Class members are not *de minimis*, such damages are small compared to the expense and burden of individual prosecution of this litigation. Individual plaintiffs lack the financial resources to conduct a thorough examination of Petco's compensation practices and to prosecute vigorously a lawsuit against Petco to recover damages stemming from such practices. In addition, class litigation is superior because it will prevent unduly duplicative litigation that might result in inconsistent judgments about Petco's practices.

63. This action is properly maintainable as a class action under Federal Rule of Civil Procedure 23(b)(3).

CONNECTICUT CLASS ACTION ALLEGATIONS

64. Plaintiff Sereno brings the Eleventh and Twelfth Causes of Action, Connecticut's Minimum Wage Act and Connecticut's Wage Payment Laws, Conn. Gen. Stat. §§ 31-58 *et seq.* and Conn. Gen. Stat. §§ 31-71e, 31-72 claims, under Rule 23 of the Federal Rules of Civil Procedure, on behalf of herself and all persons who worked as pet stylists, groomers, and bathers at Petco in Connecticut between December 18, 2011 and the date of final judgment in this action (the "Connecticut Class").

65. Excluded from the Connecticut Class are Petco, Petco's legal representatives, officers, directors, assigns, and successors, or any individual who has, or who at any time during the class period has had, a controlling interest in Petco; the Judge(s) to whom this case is assigned and any member of the Judges' immediate family; and all persons who will submit timely and otherwise proper requests for exclusion from the Connecticut Class.

66. The members of the Connecticut Class are so numerous that joinder of all members is impracticable.

67. Upon information and belief, the size of the Connecticut Class is more than 100 individuals.

68. Petco has acted or has refused to act on grounds generally applicable to the Connecticut Class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the class as a whole.

69. Common questions of law and fact exist as to the Connecticut Class and predominate over any questions affecting only individual members of the Connecticut Class, and include, but are not limited to, the following:

- (a) Whether Petco violated Connecticut's Minimum Wage Act and Connecticut's Wage Payment Laws, Conn. Gen. Stat. §§ 31-58 *et seq.* and Conn. Gen. Stat. §§ 31-71e, as alleged herein;
- (b) Whether Petco paid Plaintiff Sereno and the Connecticut Class Members at the proper minimum wage rate for all hours worked;
- (c) Whether Petco's policy or practice of requiring Plaintiff Sereno and the members of the Connecticut Class to purchase grooming equipment and/or to pay other expenses in the discharge of their duties for which they were not reimbursed, violated Conn. Gen. Stat. § 31-71e;
- (d) Whether Petco made unlawful deductions from the wages of Plaintiff Sereno and the Connecticut Class Members;
- (e) Whether Petco's unlawful wage and hour policies or practices as alleged herein were instituted willfully or with reckless disregard for the law; and
- (f) The nature and extent of class-wide injury and the measure of damages for those injuries.

70. Plaintiff Sereno's claims are typical of the claims of the Connecticut Class she seeks to represent.

71. Plaintiff Sereno and all members of the Connecticut Class were subject to the same or similar compensation policies and practices of Petco. Plaintiff Sereno and the Connecticut Class have all sustained similar types of damages as a result of Petco's failure to comply with Connecticut's Wage Payment Laws, Conn. Gen. Stat. §§ 31-58 *et seq.* and Conn. Gen. Stat. §§ 31-71e.

72. Plaintiff Sereno will fairly and adequately represent and protect the interests of the Connecticut Class. Plaintiff Sereno has retained counsel competent and experienced in complex class actions and employment litigation. There is no conflict between Plaintiff Sereno and members of the Connecticut Class.

73. A class action is superior to other available methods for the fair and efficient adjudication of this litigation. The members of the Connecticut Class have been damaged and are entitled to recovery as a result of Petco's common and uniform policies, practices, and procedures and as a result of Petco's violation of Connecticut's Wage Payment Laws, Conn. Gen. Stat. §§ 31-58 *et seq.* and Conn. Gen. Stat. §§ 31-71e. Although the relative damages suffered by individual Connecticut Class members are not *de minimis*, such damages are small compared to the expense and burden of individual prosecution of this litigation. Individual plaintiffs lack the financial resources to conduct a thorough examination of Petco's compensation practices and to prosecute vigorously a lawsuit against Petco to recover damages stemming from such practices. In addition, class litigation is superior because it will prevent unduly duplicative litigation that might result in inconsistent judgments about Petco's practices.

74. This action is properly maintainable as a class action under Federal Rule of Civil Procedure 23(b)(3).

NEW JERSEY CLASS ACTION ALLEGATIONS

75. Plaintiffs Filippone and Doidge bring the Thirteenth Causes of Action, NJWL claim, under Rule 23 of the Federal Rules of Civil Procedure, on behalf of themselves and all persons who worked as pet stylists, groomers, and bathers at Petco in New York between December 18, 2012 and the date of final judgment in this action (the “New Jersey Class”).

76. Excluded from the New Jersey Class are Petco, Petco’s legal representatives, officers, directors, assigns, and successors, or any individual who has, or who at any time during the class period has had, a controlling interest in Petco; the Judge(s) to whom this case is assigned and any member of the Judges’ immediate family; and all persons who will submit timely and otherwise proper requests for exclusion from the New Jersey Class.

77. The members of the New Jersey Class are so numerous that joinder of all members is impracticable.

78. Upon information and belief, the size of the New Jersey Class is more than 100 individuals.

79. Petco has acted or has refused to act on grounds generally applicable to the New Jersey Class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the class as a whole.

80. Common questions of law and fact exist as to the New Jersey Class and predominate over any questions affecting only individual members of the New Jersey Class, and include, but are not limited to, the following:

- (a) Whether Petco unlawfully failed to pay proper minimum wage compensation in violation of N.J.S.A. §§ 34:11-56a *et seq.*, and supporting New Jersey State Department of Labor and Workforce Development Regulations;
- (b) Whether Petco made unlawful deductions from the wages of Plaintiff Filippone and Doidge and the New Jersey Class Members;

- (c) Whether Petco's unlawful wage and hour policies or practices as alleged herein were instituted willfully or with reckless disregard for the law; and
- (d) The nature and extent of class-wide injury and the measure of damages for those injuries.

81. Plaintiffs Filippone's and Doidge's claims are typical of the claims of the New Jersey Class she seeks to represent.

82. Plaintiffs Filippone and Doidge and all members of the New Jersey Class were subject to the same or similar compensation policies and practices of Petco. Plaintiff Filippone and the New Jersey Class have all sustained similar types of damages as a result of Petco's failure to comply with the NYLL.

83. Plaintiffs Filippone and Doidge will fairly and adequately represent and protect the interests of the New Jersey Class. Plaintiffs Filippone and Doidge has retained counsel competent and experienced in complex class actions and employment litigation. There is no conflict between Plaintiffs Filippone and Doidge and members of the New Jersey Class.

84. A class action is superior to other available methods for the fair and efficient adjudication of this litigation. The members of the New Jersey Class have been damaged and are entitled to recovery as a result of Petco's common and uniform policies, practices, and procedures and as a result of Petco's violation of the NJWL. Although the relative damages suffered by individual New Jersey Class members are not *de minimis*, such damages are small compared to the expense and burden of individual prosecution of this litigation. Individual plaintiffs lack the financial resources to conduct a thorough examination of Petco's compensation practices and to prosecute vigorously a lawsuit against Petco to recover damages stemming from such practices. In addition, class litigation is superior because it will prevent unduly duplicative litigation that might result in inconsistent judgments about Petco's practices.

85. This action is properly maintainable as a class action under Federal Rule of Civil Procedure 23(b)(3).

COLLECTIVE ACTION ALLEGATIONS

86. Plaintiffs Anderson, Sereno, Doidge, and Filippone bring the First Cause of Action, FLSA claim, on behalf of themselves and all all persons who worked as pet stylists, groomers, and bathers at Petco between December 18, 2011 and the date of final judgment in this action (the “Groomer Collective”).

87. Petco is liable under the FLSA for, *inter alia*, failing to properly compensate Plaintiffs Anderson, Sereno, Doidge, and Filippone and the members of the Groomer Collective. Upon information and belief, the Groomer Collective consists of many similarly situated individuals who have been underpaid by Petco in violation of the FLSA and who would benefit from the issuance of a court-supervised notice of the lawsuit and the opportunity to join the lawsuit. Those similarly situated collective members are known to Petco, are readily identifiable, and can be located through Petco’s records. Notice should be sent to the members of the Groomer Collective pursuant to 29 U.S.C. § 216(b).

CLASS-WIDE FACTUAL ALLEGATIONS

88. Plaintiffs and the members of the New York, California, Connecticut, and New Jersey Classes and Groomer Collective defined above (collectively, “Groomer Class Members”) have been victims of a common policy and plan perpetrated by Petco that has violated their rights under the FLSA, the NYLL, the California Labor Code, Connecticut’s Wage Payment Laws, Conn. Gen. Stat. §§ 31-58 *et seq.* and Conn. Gen. Stat. §§ 31-71e, and/or the NJWL by denying them minimum wages and/or taking unlawful deductions from their pay.

89. At all times relevant, Petco's unlawful conduct, policies, and patterns or practices described in this Class Action Complaint have been willful.

90. As part of its ongoing business practice, Petco has intentionally, willfully, and repeatedly harmed Plaintiffs and the Groomer Class Members by engaging in a pattern, practice, and/or policy of violating the FLSA, the NYLL, the California Labor Code, Connecticut's Wage Payment Laws, Conn. Gen. Stat. §§ 31-58 *et seq.* and Conn. Gen. Stat. §§ 31-71e, and/or the NJWL as described in this Class Action Complaint.

91. Petco has failed to pay minimum wages for all hours worked to Plaintiffs and the Groomer Class Members.

92. Petco has made unlawful deductions from the wages of Plaintiffs and the Groomer Class Members, including but not limited to the purchase and maintenance of groomer equipment, and the cost of coupons and promotions.

93. Upon information and belief, Petco's unlawful conduct described in this Class Action Complaint has been pursuant to a corporate policy or practice of minimizing labor costs by denying Plaintiffs and the Class Members compensation in violation of the FLSA, the NYLL, the California Labor Code, Connecticut's Wage Payment Laws, Conn. Gen. Stat. §§ 31-58 *et seq.* and Conn. Gen. Stat. §§ 31-71e, and/or the NJWL.

94. Petco's unlawful conduct has been widespread, repeated, and consistent. Petco's policies and practices as described herein are ongoing.

95. Petco's unlawful conduct, as set forth in this Class Action Complaint, has been intentional, willful, and in bad faith, and has caused significant damages to Plaintiffs and the Groomer Class Members.

96. Petco's deceptive conduct prevented Plaintiffs and the Groomer Class from discovering or asserting their claims any earlier than they did.

PLAINTIFFS' FACTUAL ALLEGATIONS

97. Consistent with its policies and patterns or practices as described herein, Petco harmed Plaintiffs individually as follows:

Kristina Kucker

98. From approximately January 2005 through January 2009, Kucker worked for Petco as a pet stylist.

99. Kucker worked approximately 40 hours a week.

100. Kucker's duties included grooming animals, cleaning the salon, and general maintenance work, such as sanitizing the salon.

101. Kucker spent approximately 45 minutes a day cleaning and performing maintenance work in the salon.

102. Petco paid Kucker piece-rate wages based on the number of dogs she groomed. She earned approximately 50% of what Petco charged for each dog that she groomed.

103. If customers complained about a grooming, the salon manager did not charge the customer and did not pay Kucker for the grooming. This occurred approximately ten times during her employment.

104. Kucker did not earn any wages for the time she spent cleaning and performing maintenance work in the salon, such as sanitizing the salon and the equipment.

105. On average, Kucker earned approximately \$350 per week for approximately 36.25 hours of grooming.

106. In order to perform her duties for Petco, Kucker was required to purchase grooming equipment, such as nail clippers, blades, brushes, scissors, and shedding tools. Petco also required Kucker to purchase bows and ribbons for the animals.

107. In total, Kucker spent approximately \$2,000 on grooming equipment.

108. In weeks when Kucker purchased the grooming equipment, she earned less than the minimum wage. This happened approximately one week of every month.

109. Upon information and belief, Petco did not pay for any of the pet stylists', groomers', or bathers' equipment.

Hillary Anderson

110. From approximately January 2006 through approximately February 2012, Anderson worked for Petco as a groomer.

111. Anderson worked approximately 40 hours a week.

112. Anderson's duties included grooming animals, and general cleaning and maintenance work in the salon, such as sanitizing the salon and the equipment.

113. Petco paid Anderson piece-rate wages based on the number of dogs she groomed. She earned approximately 50% of what Petco charged for each dog that she groomed.

114. When Petco offered a promotion, such as receiving one free grooming appointment after paying for nine grooming appointments, Petco did not compensate Anderson for the free grooming appointment.

115. Anderson did not earn any wages for the time she spent cleaning and performing maintenance work in the salon.

116. On average, Anderson earned approximately \$400 a week.

117. In order to perform her duties for Petco, Anderson was required to purchase grooming equipment, such as nail clippers, blades, brushes, scissors, and shedding tools. Petco also required Anderson to purchase bows and ribbons for the animals.

118. In total, Anderson spent approximately \$2,000 on grooming equipment.

119. In weeks when Anderson purchased the grooming equipment, she earned less than the minimum wage. This happened approximately once every six weeks.

120. Approximately four times a year, Anderson also spent approximately \$18 to sharpen her scissors, and \$64 to sharpen her blades.

121. Anderson did not earn twice the minimum wage.

122. When Anderson worked for more than five hours in a day, Petco did not provide her with a thirty-minute rest period, nor did it provide her with a second rest period when she worked over ten hours in a day.

123. Petco did not provide Anderson with any compensation for the missed rest periods.

124. Anderson's wage statements did not specify the number of piece-rate units earned, the piece rate, all applicable hourly rates in effect during the pay period, and the corresponding number of hours worked at each hourly rate.

125. Upon information and belief, Petco did not pay for any of the pet stylists', groomers', or bathers' equipment.

Magda Alexandra Sereno

126. From approximately July 2011 through July 2014, Sereno worked for Petco as a bather.

127. Sereno worked approximately 40 hours a week.

128. Sereno's duties included grooming animals, and general cleaning and maintenance work in the salon, such as sanitizing the salon and the equipment.

129. Petco paid Sereno piece-rate wages based on the number of dogs she groomed. She earned approximately 40% of what Petco charged for each dog that she groomed.

130. If a customer paid with a coupon, that amount would be deducted from her earnings. This happened approximately two times a month.

131. Sereno did not earn piece rate for the time she spent cleaning and performing maintenance work in the salon.

132. Sereno spent approximately one hour a day cleaning and performing maintenance work in the salon.

133. On average, Sereno earned approximately \$400 a week for approximately 40 hours.

134. In order to perform her duties for Petco, Sereno was required to purchase grooming equipment, such as nail clippers, blades, brushes, scissors, and shedding tools.

135. In total, Sereno spent approximately \$1,000 on grooming equipment.

136. On weeks when Sereno purchased the grooming equipment, she earned less than the minimum wage. This happened approximately two times a month.

137. Upon information and belief, Petco did not pay for any of the pet stylists', groomers', or bathers' equipment.

Amy Doidge

138. From approximately January 2013 through June 2013, Doidge worked for Petco as a groomer.

139. Doidge worked approximately 40 hours a week.

140. Doidge's duties included grooming animals, and general cleaning and maintenance work in the salon, such as sanitizing the salon and the equipment.

141. Petco paid Doidge piece-rate wages based on the number of dogs she groomed. She earned approximately 50% of what Petco charged for each dog that she groomed.

142. If a customer paid with a coupon, the amount of the coupon would be deducted from Doidge's pay. This happened approximately at least once a week.

143. Doidge did not any wages for the time she spent cleaning and performing maintenance work in the salon.

144. Doidge spent approximately 30 minutes to 45 minutes a day cleaning and performing maintenance work in the salon.

145. On average, Doidge earned approximately \$400 a week for approximately 38 hours of grooming work.

146. In order to perform her duties for Petco, Doidge was required to purchase grooming equipment, such as nail clippers, blades, scissors, and shedding tools.

147. In total, Doidge spent approximately \$1,500 on grooming equipment.

148. On weeks when Doidge purchased the grooming equipment, she earned less than the minimum wage. This happened approximately two weeks a month.

149. Upon information and belief, Petco did not pay for any of the pet stylists, groomers, or bathers' equipment.

Jill Filippone

150. From approximately December 2011 through May 2013, Filippone worked for Petco as a groomer.

151. Filippone worked approximately 37.5 hours a week.

152. Filippone's duties included grooming animals, and general cleaning and maintenance work in the salon, such as sanitizing the salon and the equipment.

153. Petco paid Filippone earned piece-rate wages based on the number of dogs she groomed. She earned approximately 50% of what Petco charged for each dog that she groomed.

154. If a customer paid with a coupon, that amount would be deducted from her earnings.

155. Approximately four times during her employment, a customer complained about the animal that Filippone groomed and the salon manager did not charge the customer and Filippone was not paid for the grooming.

156. Filippone did not earn any wages for the time she spent cleaning and performing maintenance work in the salon.

157. Filippone spent approximately one hour a day cleaning and performing maintenance work in the salon.

158. On average, Filippone earned approximately \$400 a week for approximately 32.5 hours of grooming work.

159. In order to perform her duties for Petco, Filippone was required to purchase grooming equipment, such as nail clippers, blades, brushes, scissors, and shedding tools. Petco also required Filippone to purchase bows and ribbons for the animals.

160. In total, Filippone spent approximately \$2,000 on grooming equipment.

161. Filippone also spent approximately \$36 to sharpen her clippers, \$12 to sharpen her scissors, and \$12 to sharpen her blades.

162. On weeks when Filippone purchased and/or maintained the grooming equipment, she earned less than the minimum wage. This happened approximately every week.

163. Upon information and belief, Petco did not pay for any of the pet stylists', groomers', or bathers' equipment.

FIRST CAUSE OF ACTION
Fair Labor Standards Act – Minimum Wage
(Brought on behalf of Plaintiffs Anderson, Sereno, Doidge, Filippone on Behalf of
Themselves and the Groomer Collective)

164. Plaintiffs Anderson, Sereno, Doidge, and Filippone re-allege and incorporate by reference all allegations in all preceding paragraphs.

165. Petco has engaged in a widespread pattern, policy, and practice of violating the FLSA, as detailed in this Class Action Complaint.

166. The minimum wage provisions set forth in the FLSA, 29 U.S.C. §§ 201 *et seq.*, and the supporting federal regulations, apply to Petco and protect Plaintiffs Anderson, Sereno, Doidge, and Filippone and the members of the Groomer Collective.

167. At all relevant times, Petco has been engaged in commerce and/or in the production or sale of goods for commerce within the meaning of 29 U.S.C. §§ 203(e), (m), and 206(a), and/or has been engaged in commerce and/or the production or sale of goods for commerce within the meaning of 29 U.S.C. §§ 203(e), (r), and (s).

168. At all relevant times, Petco has been an employer within the meaning of 29 U.S.C. § 203(g).

169. Petco has engaged in a policy and/or practice of failing to pay Plaintiffs Anderson, Sereno, Doidge, and Filippone and the Groomer Collective the applicable minimum wage for all hours it suffered or permitted them to work.

170. Petco has engaged in a policy and/or practice of failing to pay Plaintiffs Anderson, Sereno, Doidge, and Filippone and the Groomer Collective the applicable minimum wage for the time they spent cleaning and maintaining the salon.

171. Petco required Plaintiffs Anderson, Sereno, Doidge, and Filippone and the Groomer Collective Members to purchase and maintain grooming equipment required for Petco's work.

172. The cost of grooming equipment purchases and maintenance resulted in Plaintiffs Anderson, Sereno, Doidge, and Filippone and the Groomer Collective Members being paid less than the full minimum wage and overtime pay rate, in violation 29 U.S.C. §§ 201 *et. seq.* and 29 C.F.R. § 531.35.

173. As a result of these minimum wage violations, Plaintiffs Anderson, Sereno, Doidge, and Filippone and the Groomer Collective Members have suffered damages in amounts to be determined at trial, and are entitled to recovery of such amounts, liquidated damages, prejudgment interest, attorneys' fees, costs, and other compensation pursuant to 29 U.S.C. § 216(b).

174. Petco's unlawful conduct, as described in this Class Action Complaint, has been willful and intentional. Petco was aware or should have been aware that the practices described in this Class Action Complaint are unlawful. Petco has not made a good faith effort to comply with the FLSA with respect to the compensation of Plaintiffs Anderson, Sereno, Doidge, and Filippone and the Groomer Collective Members.

175. Because Petco's violations of the FLSA have been willful, a three-year statute of limitations applies, pursuant to 29 U.S.C. § 255.

176. The Groomer Collective Members are entitled to collectively participate in this action by choosing to "opt-in" and submitting written Consents to Join this action. 29 U.S.C. § 216(b).

SECOND CAUSE OF ACTION
NYLL, Article 19, §§ 650 *et seq.* – Minimum Wages
(Brought by Plaintiff Kucker on Behalf of
Herself and the New York Class Members)

177. Plaintiff Kucker, on behalf of herself and the New York Class Members, realleges and incorporates by reference all preceding paragraphs as if they were set forth again herein.

178. Petco failed to pay Plaintiff Kucker and the members of the New York Class the minimum wages to which they are entitled under the NYLL.

179. Petco has engaged in a widespread pattern, policy, and practice of violating the NYLL, as detailed in this Class Action Complaint.

180. At all times relevant, Petco has been an employer within the meaning of NYLL §§ 190, 651(5), 652 and the supporting New York State Department of Labor Regulations.

181. The minimum wage provisions of Article 19 of the NYLL and the supporting New York State Department of Labor regulations apply to Petco and protect Plaintiff Kucker and the members of the New York Class.

182. Petco was required to pay Plaintiff Kucker and the members of the New York Class a minimum wage at a rate of (a) \$7.15 per hour for all hours worked from January 1, 2007 through July 23, 2009; (b) \$7.25 per hour for all hours worked from July 24, 2009 through December 30, 2013; and (c) \$8.00 per hour for all hours worked from December 31, 2013 through the present, under NYLL § 652 and the supporting New York State Department of Labor regulations.

183. The cost of grooming equipment purchases and maintenance resulted in Plaintiff Kucker and the members of the New York Class being paid less than the full minimum wage to which they are entitled under the NYLL and the supporting New York State Department of Labor regulations.

184. Petco has engaged in a policy and/or practice of failing to pay Plaintiff Kucker and the members of the New York Class the applicable minimum wage for the time they spent cleaning and maintaining the salon

185. By Petco's knowing or intentional failure to pay Plaintiff Kucker and the members of the New York Class minimum hourly wages for all of the hours they worked, Petco has willfully violated the NYLL Art. 19 §§ 650 *et seq.* and the supporting New York State Department of Labor regulations.

186. Due to Petco's violations of the NYLL, Plaintiff Kucker and the members of the New York Class are entitled to recover from Petco their unpaid wages, liquidated damages, reasonable attorneys' fees, costs, and pre-judgment and post-judgment interest.

THIRD CAUSE OF ACTION
NYLL, Article 6, §§ 190 *et seq.* – Unlawful Deductions
(Brought by Plaintiff Kucker on Behalf of
Herself and the New York Class Members)

187. Plaintiff Kucker, on behalf of herself and the New York Class Members, realleges and incorporates by reference all preceding paragraphs as if they were set forth again herein.

188. Petco has willfully taken unlawful deductions by requiring Plaintiff Kucker and the New York Class Members to purchase and maintain grooming equipment required for Petco's work and failing to pay Plaintiff Kucker for certain grooming appointments, in violation of NYLL § 193.

189. Due to Petco's violations of the NYLL, Plaintiff Kucker and the members of the New York Class are entitled to recover from Petco their unpaid wages, liquidated damages, reasonable attorneys' fees, costs, and pre-judgment and post-judgment interest.

FOURTH CAUSE OF ACTION
N .Y. Comp. Code R. & Regs. tit. 12, § 146-2.7 –
Equipment Purchase and Maintenance
(Brought by Plaintiff Kucker on Behalf of
Herself and the New York Class Members)

190. Plaintiff Kucker, on behalf of herself and the New York Class Members, realleges and incorporates by reference all preceding paragraphs as if they were set forth again herein.

191. Petco required Plaintiff Kucker and the New York Class Members to purchase and to maintain grooming equipment required for Petco’s work.

192. Petco has willfully taken unlawful deductions by requiring Plaintiff Kucker and the New York Class Members to purchase and to maintain grooming equipment required for Petco’s work, and the cost of grooming equipment purchase and maintenance resulted in Plaintiff Kucker and the New York Class Members being paid less than the full minimum wage and overtime pay rate.

193. Due to Petco’s violations of the NYLL, Plaintiff Kucker and the members of the New York Class are entitled to recover from Petco their unpaid wages, liquidated damages, reasonable attorneys’ fees, costs, and pre-judgment and post-judgment interest.

FIFTH CAUSE OF ACTION
Cal. Labor Code §§ 1194, 1194.2, 1197.1 – Minimum Wage
(Brought by Plaintiff Anderson on Behalf of
Herself and the California Class Members)

194. Plaintiff Anderson re-alleges and incorporates by reference all allegations in all preceding paragraphs.

195. Petco has engaged in a widespread pattern, policy, and practice of violating the California Labor Code, Cal. Labor Code §§ 1194, 1194.2, and 1197.1, as detailed in this Class Action Complaint.

196. Petco has engaged in a widespread pattern, policy, and practice of violating the California Labor Code, Cal. Labor Code §§ 1194, 1194.2, and 1197.1, as detailed in this Class Action Complaint.

197. Petco was required to pay Plaintiff Anderson and the members of the New York Class a minimum wage at a rate of (a) \$8.00 per hour for all hours worked from January 1, 2008 through June 30, 2014; and (b) \$9.00 per hour for all hours worked from July 1, 2014 through the date of this Class Action Complaint, under California Labor Code, Cal. Labor Code §§ 1194.

198. The cost of grooming equipment purchases and maintenance resulted in Plaintiff Anderson and the members of the California Class being paid less than the full minimum wage to which they are entitled under the California Labor Code, Cal. Labor Code §§ 1194, 1194.2, & 1197.1.

199. Petco has engaged in a policy and/or practice of failing to pay Plaintiff Anderson and the members of the California Class the applicable minimum wage for the time they spent cleaning and maintaining the salon

200. By Petco's knowing or intentional failure to pay Plaintiff Anderson and the members of the California Class minimum hourly wages for all of the hours they worked, Petco violated the California Labor Code, Cal. Labor Code §§ 1194, 1194.2, and 1197.1.

201. Due to Petco's violations of the California Labor Code, Cal. Labor Code §§ 1194, 1194.2, and 1197.1, Plaintiff Anderson and the members of the California Class are entitled to recover from Petco their unpaid wages, liquidated damages, reasonable attorneys' fees, costs, and pre-judgment and post-judgment interest.

SIXTH CAUSE OF ACTION
Cal. Labor Code §§ 201, 202, & 203 -- Wage Payment Provisions
(Brought by Plaintiff Anderson on Behalf of
Herself and the California Class Members)

202. Plaintiff Anderson re-alleges and incorporates by reference all allegations in all preceding paragraphs.

203. California Labor Code §§ 201 and 202 require Petco to pay all wages due within the time specified by law.

204. California Labor Code § 203 provides that if an employer willfully fails to timely pay such wages, the employer must continue to pay the wages until the back wages are paid in full or an action is commenced, up to a maximum of thirty days of wages.

205. Plaintiff Anderson and California Class Members have not received compensation for the grooming equipment they were required to purchase and maintain or for the time they spent cleaning and maintaining the salon.

206. As set forth in this Class Action Complaint, Petco's failure to pay Plaintiff Anderson and the California Class has been willful and intended to reduce labor costs.

207. More than thirty days have passed since Plaintiff Anderson and many California Class Members ended their employment.

208. As a consequence of Petco's failure to pay Plaintiff Anderson and California Class Members wages as required by §§ 201-203, Plaintiff Anderson and the California Class are entitled to thirty days' wages under § 203, together with interest thereon and attorneys' fees and costs.

SEVENTH CAUSE OF ACTION

**Cal. Labor Code §§ 226, 1174, & 1174.5 -- California Record-Keeping Provisions
(Brought by Plaintiff Anderson on Behalf of
Herself and the California Class Members)**

209. Plaintiff Anderson re-alleges and incorporates by reference all allegations in all preceding paragraphs.

210. Petco knowingly and intentionally failed to provide timely, accurate, itemized wage statements including, *inter alia*, number of animals groomed, to Plaintiff Anderson and the California Class in accordance with Labor Code § 226(a) and the IWC Wage Orders.

211. Such failure caused injury to Plaintiff Anderson and the California Class, by, among other things, impeding them from knowing the amount of wages to which they were entitled.

212. At all times relevant, Petco has failed to maintain records of hours worked by Plaintiff Anderson and the California Class as required under Labor Code § 1174(d).

213. Plaintiff Anderson and the California Class are entitled to and seek injunctive relief requiring Petco to comply with Labor Code §§ 226(a) and 1174(d), and further seeks the amount provided under Labor Code §§ 226(e) and 1174.5, including the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurred and one hundred dollars (\$100) for each violation in a subsequent pay period.

EIGHTH CAUSE OF ACTION

**California Labor Code § 2802 -- Failure to Reimburse Expenses
(Brought by Plaintiff Anderson on Behalf of
Herself and the California Class Members)**

214. Plaintiff Anderson re-alleges and incorporates by reference all allegations in all preceding paragraphs.

215. Petco required Plaintiff Anderson and the California Class Members to purchase and to maintain grooming equipment required for Petco's work.

216. Petco's failure to pay for or reimburse the work-related expenses of Plaintiff and the California Class violated non-waivable rights protected by Labor Code § 2802.

217. Plaintiff and the California Class are entitled to reimbursement for these necessary expenditures, plus interest and attorneys' fees and costs under § 2802.

NINTH CAUSE OF ACTION

Cal. Bus. & Prof. Code §§ 17200 *et seq.* -- California Unfair Competition Law (Brought by Plaintiff Anderson on Behalf of Herself and the California Class Members)

218. Plaintiff Anderson re-alleges and incorporates by reference all allegations in all preceding paragraphs.

219. The foregoing conduct, as alleged, violates the California Unfair Competition Law ("UCL"), Cal. Bus. & Prof. Code § 17200 *et seq.* Section 17200 of the Cal. Bus. & Prof. Code prohibits unfair competition by prohibiting, *inter alia*, any unlawful or unfair business acts or practices.

220. Beginning at a date unknown to Plaintiff Anderson, but at least as long ago as four years ago, Petco committed, and continues to commit, acts of unfair competition, as defined by the UCL, by, among other things, engaging in the acts and practices described herein.

221. Petco's conduct as herein alleged has injured Plaintiff Anderson and the California Class by wrongfully denying them earned wages, and therefore was substantially injurious to them.

222. Petco engaged in unfair competition in violation of the UCL by violating, *inter alia*, each of the following laws. Each of these violations constitutes an independent and separate violation of the UCL:

- a. The Fair Labor Standards Act, 29 U.S.C. §§ 201 *et seq.*;
- b. California Labor Code § 1194, 1194.2, 1197.1;
- c. California Labor Code §§ 201, 202, 203, 226;
- d. California Labor Code §§ 1174, 1174.5; and
- e. California Labor Code § 2802.

223. Petco's course of conduct, acts, and practices in violation of the California laws mentioned in the above paragraph constitute a separate and independent violation of the UCL. Petco's conduct described herein violates the policy or spirit of such laws or otherwise significantly threatens or harms competition.

224. The unlawful and unfair business practices and acts of Petco, described above, have injured Plaintiff Anderson and the California Class in that they were wrongfully denied the payment of earned wages.

225. Plaintiff Anderson and the California Class seek restitution in the amount of the unpaid wages earned and other statutory remedies, including, but not limited to attorneys' fees and costs of this action to be paid by Petco, as provided by the UCL and California Labor Code §§ 218, 218.5, and 1194.

TENTH CAUSE OF ACTION
Cal. Labor Code §§ 2698-2699.5 – PAGA Claims for Civil Penalties
(Brought by Plaintiff Anderson on Behalf of
Herself and the California Class Members)

226. Plaintiff Anderson re-alleges and incorporates by reference all allegations in all preceding paragraphs.

227. Under the California Private Attorneys General Act ("PAGA") of 2006, Cal. Labor Code §§ 2698-2699.5, an aggrieved person can bring a representative action as a private attorney general to recover penalties for an employer's violations of the California Labor Code

and IWC Wage Orders. These civil penalties are in addition to any other relief available under the California Labor Code, and must be allocated 75 percent to California's Labor and Workforce Development Agency and 25 percent to the aggrieved person, pursuant to Cal. Labor Code § 2699.

228. Pursuant to Cal. Labor Code § 1198, Petco's failure to pay minimum wages to Plaintiff Anderson and California Class members, failure to keep and furnish them with records of hours worked, failure to pay them all wages due immediately upon discharge and within the time required by law, and failure to reimburse them for business expenses are unlawful and constitute violations of the California Labor Code, each actionable under PAGA.

229. Plaintiff Anderson alleges, on behalf of herself and the California Class, as well as the general public, that Petco has violated the following provisions of the Cal. Labor Code that are actionable through the California Labor Code and PAGA, as previously alleged herein: Cal. Labor Code §§ 201-203, 226, 1174, 1174.5, 1194, 1194.2, 1197.1, and 2802. Each of these violations entitles Plaintiff Anderson, as a private attorney general, to recover the applicable statutory civil penalties on her own behalf, on behalf of all those aggrieved, and on behalf of the general public.

230. Cal. Labor Code § 2699(a), which is part of PAGA, provides in pertinent part:

Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in § 2699.3.

231. Cal. Labor Code § 2699(f), which is part of PAGA, provides in pertinent part:

For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions, as follows: ... (2) If, at the time of the alleged violation,

the person employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.

232. Plaintiff Anderson is entitled to civil penalties, to be paid by Petco and allocated as PAGA requires, pursuant to Cal. Labor Code § 2699(a) for Petco's violations of the California Labor Code and IWC Wage Orders for which violations a civil penalty is already specifically provided by law. Further, the Plaintiff is entitled to civil penalties, to be paid by Petco's and allocated as PAGA requires, pursuant to Cal. Labor Code § 2699(f) for Petco's violations of the California Labor Code and IWC Wage Orders for which violations a civil penalty is not already specifically provided.

233. On December 18, 2014, Plaintiff Anderson provided written notice by certified mail to the California Labor & Workforce Development Agency ("LWDA") and to Petco of the legal claims and theories of this case contemporaneous with the filing of the Class Action Complaint in this action.

234. Under PAGA, Plaintiff Anderson and the State of California are entitled to recover the maximum civil penalties permitted by law for the violations of the California Labor Code and Wage Orders that are alleged in this Class Action Complaint.

ELEVENTH CAUSE OF ACTION
Conn. Gen. Stat. §§ 31-58 *et seq.* – Minimum Wages
(Brought by Plaintiff Sereno on Behalf of
Herself and the Connecticut Class Members)

235. Plaintiff Sereno, on behalf of herself and the Connecticut Class Members, realleges and incorporates by reference all preceding paragraphs as if they were set forth again herein.

236. Petco failed to pay Plaintiff Sereno and the members of the Connecticut Class the minimum wages to which they are entitled under Conn. Gen. Stat. §§ 31-58 *et seq.*

237. Petco has engaged in a widespread pattern, policy, and practice of violating Conn. Gen. Stat. §§ 31-58 *et seq.*, as detailed in this Class Action Complaint.

238. At all times relevant, Petco has been an employer within the meaning of Conn. Gen. Stat. §§ 31-58 *et seq.*

239. The minimum wage provisions of Conn. Gen. Stat. §§ 31-58 *et seq.* apply to Petco and protect Plaintiff Sereno and the members of the Connecticut Class.

240. Petco was required to pay Plaintiff Sereno and the members of the New York Class a minimum wage at a rate of (a) \$8.25 per hour for all hours worked from January 1, 2010 through December 31, 2013; and (b) \$8.70 per hour for all hours worked from January 1, 2014 through December 31, 2014.

241. The cost of grooming equipment purchases and maintenance resulted in Plaintiff Sereno and the members of the Connecticut Class being paid less than the full minimum wage to which they are entitled under Conn. Gen. Stat. §§ 31-58 *et seq.*

242. Petco has engaged in a policy and/or practice of failing to pay Plaintiff Sereno and the members of the Connecticut Class the applicable minimum wage for the time they spent cleaning and maintaining the salon.

243. By Petco's knowing or intentional failure to pay Plaintiff Sereno and the members of the Connecticut Class minimum hourly wages for all of the hours they worked, Petco has willfully violated Conn. Gen. Stat. §§ 31-58 *et seq.*

244. Due to Petco's violations of Conn. Gen. Stat. §§ 31-58 *et seq.*, Plaintiff Sereno and the members of the Connecticut Class are entitled to recover from Petco their unpaid wages, liquidated damages, reasonable attorneys' fees, costs, and pre-judgment and post-judgment interest.

TWELFTH CAUSE OF ACTION
Conn. Gen. Stat. § 31-71e – Withholding of Part of Wages
(Brought by Plaintiff Sereno on Behalf of
Herself and the Connecticut Class Members)

245. Plaintiff Sereno, on behalf of herself and the Connecticut Class Members, realleges and incorporates by reference all preceding paragraphs as if they were set forth again herein.

246. Petco required Plaintiff Sereno and the Connecticut Class Members to purchase and to maintain grooming equipment required for Petco's work.

247. Petco failed to pay Plaintiff Sereno and the Connecticut Class Members for certain grooming appointments, such as when a customer paid with a coupon or was given a free grooming appointment.

248. Petco has willfully taken unlawful deductions by requiring Plaintiff Sereno and the Connecticut Class Members to purchase and to maintain grooming equipment required for Petco's work.

249. As a result of their policies and practices, Petco withheld or diverted portions of Plaintiff Sereno's and the Connecticut Class Members' weekly pay, in violation of Conn. Gen. Stat. § 31-71e.

250. Petco's failure or refusal to pay Plaintiff Sereno and the Connecticut Class all moneys due and/or all wages due, in a timely manner, was knowing, intentional, done in bad faith and evidences a willful disregard for the rights of Plaintiff Sereno and the Connecticut Class under Connecticut's wage payment laws.

251. Due to Petco's violations of Conn. Gen. Stat. § 31-71e, Plaintiff Sereno and the members of the Connecticut Class are entitled to recover from Petco their unpaid wages, liquidated damages, reasonable attorneys' fees, costs, and pre-judgment and post-judgment

interest.

THIRTEENTH CAUSE OF ACTION
N.J.S.A. § 34:11-56a, *et seq.* – Minimum Wages
(Brought by Plaintiffs Filippone and Doidge on Behalf of
Themselves and the New Jersey Class Members)

252. Plaintiffs Filippone and Doidge, on behalf of themselves and the New Jersey Class Members, reallege and incorporate by reference all preceding paragraphs as if they were set forth again herein.

253. Petco failed to pay Plaintiffs Filippone and Doidge and the New Jersey Class Members the minimum wages to which they are entitled under the NJWL.

254. Petco has engaged in a widespread pattern, policy, and practice of violating the NJWL, as detailed in this Class Action Complaint.

255. At all times relevant, Petco has been an employer within the meaning of N.J.S.A. § 34:11-56a, *et seq.* and the supporting New Jersey Department of Labor and Workforce Development Regulations.

256. The minimum wage provisions of N.J.S.A. § 34:11-56a, *et seq.*, and the supporting New Jersey Department of Labor and Workforce Development Regulations apply to Petco and protect Plaintiffs Filippone and Doidge and the New Jersey Class Members.

257. Petco was required to pay Plaintiffs Filippone and Doidge and the New Jersey Class Members a minimum wage at a rate of (a) \$7.25 per hour for all hours worked from January 1, 2009 through December 31, 2013; and (b) \$8.25 per hour for all hours worked from January 1, 2014 through the date of this Class Action Complaint, under N.J.S.A. § 34:11-56a, *et seq.*, and the supporting New Jersey Department of Labor and Workforce Development Regulations.

258. The cost of grooming equipment purchases and maintenance resulted in Plaintiffs Filippone and Doidge the members of the New Jersey Class being paid less than the full minimum wage to which they are entitled under the N.J.S.A. § 34:11-56a, *et seq.*, and the supporting New Jersey Department of Labor and Workforce Development Regulations.

259. Petco has engaged in a policy and/or practice of failing to pay Plaintiffs Filippone and Doidge and the members of the New Jersey Class the applicable minimum wage for the time they spent cleaning and maintaining the salon.

260. By Petco's knowing or intentional failure to pay Plaintiffs Filippone and Doidge and the members of the New Jersey Class minimum hourly wages, they have willfully violated N.J.S.A. § 34:11-56a, *et seq.*, and the supporting New Jersey Department of Labor and Workforce Development Regulations.

261. Due to Petco's violations of the NJWL, Plaintiffs Filippone and Doidge and the members of the New Jersey Class are entitled to recover from Petco their unpaid wages, reasonable attorneys' fees, costs, and pre-judgment and post-judgment interest.

REQUEST FOR RELIEF

WHEREFORE, Plaintiffs, on their own behalf and on behalf of all other similarly situated persons, seek the following relief:

A. That, at the earliest possible time, Plaintiffs be allowed to give notice of this collective action, or that the Court issue such notice, to the members of the Groomer Collective, as defined above. Such notice shall inform them that this civil action has been filed, of the nature of the action, and of their right to join this lawsuit if they believe they were denied proper wages;

B. Unpaid minimum wages and an additional and an equal amount as liquidated damages pursuant to the FLSA and the supporting United States Department of Labor regulations;

C. Unpaid minimum wages and reimbursement for business expenses and unlawful deductions from wages, pursuant to NYLL Art. 19, §§ 650 *et seq.*, and the supporting New York State Department of Labor regulations, and an additional amount as liquidated damages pursuant to NYLL § 663, for Plaintiff Kucker and the New York Class;

D. Unpaid minimum wages, unreimbursed expenses, statutory and civil penalties, and liquidated damages under California Labor Code §§ 201-203, 226, 1174, 1174.5, 1194, 1194.2, 1197.1, 2698-2699.5, and 2802 and California Unfair Competition Law §§ 17200 *et seq.*, for Plaintiff Anderson and the California Class.

E. Unpaid minimum wages, wages due, and moneys due, plus liquidated damages in an equal amount and interest, as provided by Conn. Gen. Stat. §§ 31-68(a) and 31-72, for Plaintiff Sereno and the Connecticut Class;

F. Unpaid minimum wages, overtime pay, and other unpaid wages pursuant to N.J.S.A. § 34:11-56a, *et seq.* and the supporting New Jersey Department of Labor and Workforce Development Regulations, for Plaintiffs Filippone and Doidge and the New Jersey Class;

G. Certification of the New York, California, Connecticut, and New Jersey Classes pursuant to Rule 23 of the Federal Rules of Civil Procedure;

H. Designation of Plaintiffs as class representatives of the New York, California, Connecticut, and New Jersey Classes and designation of counsel of record as Class Counsel;

I. Pre-judgment interest and post-judgment interest;

J. Issuance of a declaratory judgment that the practices complained of in this Class Action Complaint are unlawful under the NYLL, California Labor Code, Conn. Gen. Stat. §§ 31-60 and 31-71e, and NJWL;

K. An injunction requiring Petco to pay all statutorily required wages pursuant to the NYLL, California Labor Code, Conn. Gen. Stat. §§ 31-60, and NJWL, and an order enjoining Petco from continuing its unlawful policies and practices as described herein;

L. Reasonable attorneys' fees and costs of the action;

M. Reasonable incentive awards for Plaintiffs to compensate them for the time they spent attempting to recover wages for the Classes and for the risks they took in doing so;
and

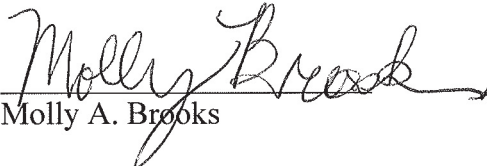
N. Such other relief as this Court shall deem just and proper.

DEMAND FOR TRIAL BY JURY

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiffs demand a trial by jury on all questions of fact raised by the Class Action Complaint.

Dated: December 18, 2014
New York, New York

Respectfully submitted,

By: 
Molly A. Brooks

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Exhibit A

CONSENT TO BE A PARTY PLAINTIFF

1. I consent to be a party plaintiff in a lawsuit against Petco Animal Supplies, Inc. and/or related entities and individuals in order to seek redress for violations of the Fair Labor Standards Act, pursuant to 29 U.S.C. § 216(b).

2. By signing and returning this consent form, I designate Outten & Golden LLP ("O&G") and Shavitz Law Group, P.A. to represent me and make decisions on my behalf concerning the litigation and any settlement. I understand that reasonable costs expended on my behalf will be deducted from any settlement or judgment amount on a pro rata basis among all other plaintiffs. I understand that O&G will petition the Court for attorneys' fees from any settlement or judgment in the amount of the greater of: (1) the "lodestar" amount, calculated by multiplying reasonable hourly rates by the number of hours expended on the lawsuit, or (2) 1/3 of the gross settlement or judgment amount. I agree to be bound by any adjudication of this action by a court, whether it is favorable or unfavorable.

3. I also consent to join any separate or subsequent action to assert my claim against Petco Animal Supplies, Inc., and/or related entities and individuals potentially liable.


Signature


Full Legal Name (print)

REDACTED

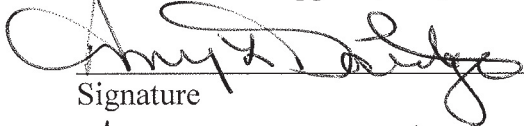


CONSENT TO BE A PARTY PLAINTIFF

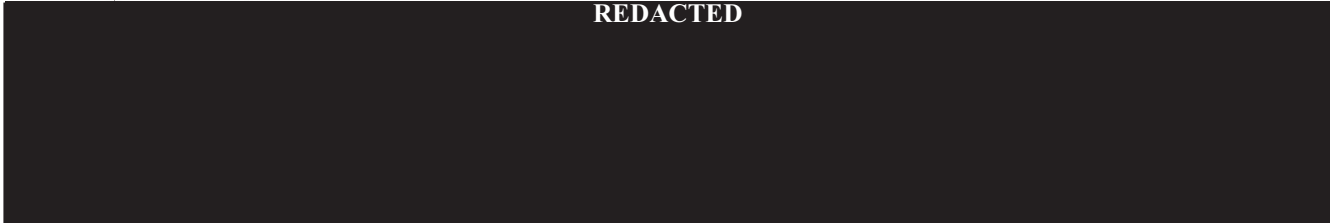
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Signature

Amy L Doidge
Full Legal Name (print)



REDACTED

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Megh Sereno
Signature

Magda Alexandra Narciso Sereno
Full Legal Name (print)

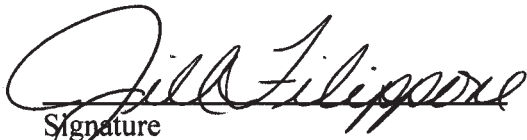


CONSENT TO JOIN FORM

1. I consent to be a party plaintiff in a lawsuit against Defendant(s),
PETCO, and/or related entities and individuals in order to seek redress
for violations of the Fair Labor Standards Act, pursuant to 29 U.S.C. § 216(b).

2. I hereby designate the Shavitz Law Group, P.A. to represent me in bringing such
claim, and to make decisions on my behalf concerning the litigation and settlement. I agree to be
bound by any adjudication of this action by the Court, whether it is favorable or unfavorable.

3. I also consent to join any other related action against Defendant(s) or other
potentially responsible parties to assert my claim and for this Consent Form to be filed in any
such action.


Signature

Jill Filippone
Print Name