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TIMOTHY W. FITZGERALD
SPOKANE COUNTY CLERK

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
COUNTY OF SPOKANE

SUZANNE HAWK, individually and on behalf
of all others similarly situated,

Plaintiffs,

v.

DOG SCIENCES, LLC d/b/a UNLEASHED
ACADEMY and MARY DAVIES,

Defendants.

NO.

23200428-32

COMPLAINT

Plaintiff Suzanne Hawk bring this action on her own behalf and on behalf of all others
similarly situated, alleging as follows:

I. INTRODUCTION

1.1 Nature of Action. Plaintiff brings this class action against Unleashed Academy
("Unleashed" or "Defendant"). Plaintiff alleges Unleashed has engaged in a systematic scheme
of wage and hour abuse against its employees in Washington. These abuses include
misclassifying its employees as independent contractors and depriving those employees of
overtime wages.

II. JURISDICTION AND VENUE

2.1 Jurisdiction. Defendant Dog Sciences, LLC and Mary Davies are within the
jurisdiction of this Court. Dog Sciences, LLC is registered to do business in Washington and

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1 conducts business in Washington and Ms. Davies resides in Thus, Defendant has obtained the
2 benefits of the laws of Washington as well as Washington's commercial and labor markets.

3 2.2 Venue. Venue is proper in Spokane County because Defendants operate and
4 transact business in Spokane County, and Plaintiff performed work for Defendants in Spokane
5 County.

6 2.3 Governing Law. The claims asserted on behalf of Plaintiffs and Class members
7 in this complaint are brought solely under state law causes of action and are governed
8 exclusively by Washington law.

9 III. PARTIES

10 3.1 Plaintiff Suzanne Hawk. Plaintiff Hawk worked for Defendant from
11 approximately May 5, 2021, to September 27, 2023. During the duration of her employment,
12 Plaintiff was a resident of Idaho and performed work for Defendants in Spokane County,
13 Washington.

14 3.2 Defendant Dog Sciences, LLC. Dog Sciences, LLC has a UBI of 604-570-581
15 and Washington State Department of Licensing records reflect that it is located at 16614 E.
16 Sprague Ave. Spokane Valley, WA 99037. Washington State Department of Licensing records
17 reflect that Dog Sciences, LLC does business as Unleashed Academy.

18 3.3 Defendant Mary Davies. Defendant Davies resides in the State of Washington
19 and is the sole owner of Dog Sciences, LLC.

20 IV. CLASS ACTION ALLEGATIONS

21 4.1 Class Definition. Under Civil Rule 23(a) and (b)(3), Plaintiffs bring this case as
22 a class action against Defendants on behalf of a Class defined as follows:

23 All persons who have worked as Independent Contractors for
24 Defendants in Washington at any time between January 31, 2020
and the date of final disposition of this action.

25 Excluded from the Class are any entity in which Defendants have a controlling interest or that
26 have a controlling interest in Defendants, and Defendants' legal representatives, assignees, and
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1 successors. Also excluded are the judge to whom this case is assigned and any member of the
2 judge's immediate family. Also excluded are any Independent Contractors who have reached a
3 settlement with Defendants arising out of or related to the claims contained in this lawsuit.

4 4.2 Numerosity. Plaintiffs believes that more than one twenty persons have worked
5 as Independent Contractors in Washington during the proposed Class period. These Class
6 members are so numerous that joinder of them is impracticable. Moreover, the disposition of
7 the claims of the Class in a single action will provide substantial benefits to all parties and the
8 Court.

9 4.3 Commonality. There are numerous questions of law and fact common to
10 Plaintiff and Class members. These questions include, but are not limited to, the following:

- 11 a. Whether Defendants have engaged in a common course of failing to
12 classify Class members as employees;
- 13 b. Whether Defendants have engaged in a common course of failing to pay
14 Class members overtime compensation for work;
- 15 c. Whether Defendants have violated RCW 49.46.090;
- 16 d. Whether Defendants have violated RCW 49.52.050; and
- 17 e. The nature and extent of Class-wide injury and the measure of
18 compensation for such injury.

19 4.4 Typicality. Plaintiff's claims are typical of the claims of the Class. Plaintiff has
20 work for Defendants in Washington and thus is a member of the Class. Plaintiff's claims, like
21 the claims of the Class, arise out of the same common course of conduct by Defendants and are
22 based on the same legal and remedial theories.

23 4.5 Adequacy. Plaintiff will fairly and adequately protect the interests of the Class.
24 Plaintiff has retained competent and capable attorneys who have significant experience in
25 complex and class action litigation, including employment law. Plaintiff and her counsel are
26 committed to prosecuting this action vigorously on behalf of the Class and have the financial
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1 resources to do so. Neither Plaintiff nor her counsel have interests that are contrary to or that
2 conflict with those of the Class.

3 4.6 Predominance. Defendants have engaged in a common course of wage and hour
4 abuse toward Plaintiff and members of the Class. The common issues arising from this conduct
5 that affect Plaintiff and members of the Class predominate over any individual issues.
6 Adjudication of these common issues in a single action has important and desirable advantages
7 of judicial economy.

8 4.7 Superiority. Plaintiff and Class members have suffered and will continue to
9 suffer harm and damages as a result of Defendants' unlawful and wrongful conduct. Absent a
10 class action, however, most Class members likely would find the cost of litigating their claims
11 prohibitive. Class treatment is superior to multiple individual suits or piecemeal litigation
12 because it conserves judicial resources, promotes consistency and efficiency of adjudication,
13 provides a forum for small claimants, and deters illegal activities. There will be no significant
14 difficulty in the management of this case as a class action. The Class members are readily
15 identifiable from Defendants' records.

16 V. SUMMARY OF FACTUAL ALLEGATIONS FOR CLASS CLAIMS

17 5.1 Common Course of Conduct: Misclassification. Defendants have engaged in a
18 common course of misclassifying Plaintiff and Class members as Independent Contractors
19 when, in reality, they are employees.

20 5.2 Courts utilize a six factor test to determine whether a worker is an employee, and
21 thus entitled to overtime payment, or independent contractor. This test assesses:

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23 1) The degree of the alleged employer's right to control the manner in which the
24 work is to be performed; 2) the alleged employee's opportunity for profit or loss
25 depending upon his managerial skill; 3) the alleged employee's investment in
26 equipment or materials required for his task, or his employment of helpers; 4)
27 whether the service rendered requires a special skill; 5) the degree of permanence
of the working relationship; 6) whether the service rendered is an integral part of
the alleged employer's business. *Donovan v. Sureway Cleaners*, 656 F.2d 1368,
1370 (9th Cir.1981).

1 5.3 Regarding point (1), degree of control, Defendants required Plaintiff to sign a
2 “Independent Contractor Agreement” that required Plaintiff to perform nineteen enumerated
3 “services”. Those “services to be performed” include “maintain[ing] professional appearance as
4 stipulated in the Behaviorist Guide”, “Post on [Facebook] a minimum 5x per week (5% pay
5 deduction for non-compliance”, “commit to ongoing training meetings 3 times per week with
6 Owner to review progress and become Dogology Academy certified”, “return calls/texts by
7 Owner within one hour regarding puppy’s abilities even if to offer at time when the answer can
8 be given”, “provide once daily updates to clients regarding their contracted pup’s progress”,
9 “maintain Dogology provided equipment as stipulated in the Behavioralist Guide”, “maintain
10 appearance and cleanliness of home and play area.”

11 5.4 The “Behavioralist Guide” is a fifteen-page document that, among other things,
12 sets out the uniform male and female workers must wear, sets out haircut standards for male
13 and female workers, bars smoking/vaping “at any time”, pet grooming, clean up of pet areas,
14 cleaning of pet vibration collars, and the requirement that “any absences greater than 8-10
15 hours must be cleared in advance by Mary Davies.”

16 5.5 Regarding point (2), opportunity to profit based on managerial skill, Plaintiff had
17 little, if any, opportunity for profit as Plaintiff was required to work the following schedule on a
18 daily basis:

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Time	Task
5:30	Wake up and let puppies out. Clean up mess if needed.
5:30- 6:30	Watch pups outside and monitor poop, take pics and send to Ms. Davies, clean up yard.
6:30- 7:30	Pups on place for up to 20 min; practicing quiet while Plaintiff does morning routines.
7:30- 8:00	Breakfast for pups; obedience training sit, stay, down, etc.

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9:00-11:00	Walks - 2-3 pups to a park at varied locations.
11:00-12:00	Yard play.
13:00	Naps
15:00-17:00	Training with errands (i.e. during all errands, pups go with so as to undergo obedience training)
18:30 – 19:00	Dinner - with manner training.
19:00	Outside play.
20:00	Inside to settle & ensure pups on place.
21:30	Potty & then bed.

5.6 Additionally, the “independent contractor” agreement *expressly forbade* Plaintiff from hiring others to assist Plaintiff in conducting the above-referenced work and also subjected her to a non-compete agreement.

5.7 Regarding point (3), employee investment in materials, Defendants agreed to “supply all Dogology-related equipment, tools, dog food, and necessary and approved medical care.”

5.8 Regarding point (4) whether the service rendered requires a special skill, no specialized degree, license, or education outside of the Defendant-mandated “Dogology Academy” training was required to enter into an “independent contractor” agreement.

5.9 Regarding point (5) the degree of permanence of the working relationship, both parties could terminate the working relationship at any time.

5.10 Regarding point (6), whether the service rendered is an integral part of the alleged employer's business, here Plaintiff’s work as a dog trainer *is* the reason why Defendants’ business exists. Further, Plaintiff (given the extensive time spent fulfilling Defendants’ work requirements) is dependent on Defendants’ business.

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VI. FIRST CLAIM FOR RELIEF
(Violations of RCW 49.46.090 —
Failure to Pay Wages Owed)
On Behalf of Plaintiffs and the Class

6.1 Plaintiff realleges and incorporate by reference each and every allegation set forth in the preceding paragraphs.

6.2 RCW 49.46.090 provides:

(1) Any employer who pays any employee less than the amounts to which such employee is entitled under or by virtue of this chapter, shall be liable to such employee affected for the full amount due to such employee under this chapter, less any amount actually paid to such employee by the employer, and for costs and such reasonable attorney's fees as may be allowed by the court. Any agreement between such employee and the employer allowing the employee to receive less than what is due under this chapter shall be no defense to such action.

6.3 As a result of these unlawful acts, Plaintiff and the Class have been deprived of compensation in amounts to be determined at trial, and Plaintiff and the Class are entitled to the recovery of such damages, including interest thereon, attorneys' fees under RCW 49.48.030, and costs.

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VII. SECOND CLAIM FOR RELIEF
(Violation of RCW 49.52.050 — Willful Refusal to Pay Wages)
On Behalf of Plaintiffs and the Class

7.1 Plaintiff realleges and incorporate by reference each and every allegation set forth in the preceding paragraphs.

7.2 RCW 49.52.050 provides that any employer or agent of any employer who, “[w]ilfully and with intent to deprive the employee of any party of her wages, shall pay any employee a lower wage than the wage such employer is obligated to pay such employee by any statute, ordinance, or contract” shall be guilty of a misdemeanor.

7.3 Defendants' violations of 49.46.090 as discussed above, were willful and constitute violations of RCW 49.52.050.

1 RESPECTFULLY SUBMITTED AND DATED this 31st day of January, 2023.

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