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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

LESLEY DONALDSON, as an individual
and on behalf of all other aggrieved
employees,

Plaintiff,

vs.

UPWARDS CARE, INC., a Delaware
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No. 25STCV14577

**REPRESENTATIVE ACTION
COMPLAINT:**

**(1) CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT (LABOR CODE § 2698 *et seq.*)**

UNLIMITED CIVIL CASE

1 Plaintiff Lesley Donaldson (“Plaintiff”) on behalf of herself and all other aggrieved
2 employees, hereby brings this Representative Action Complaint against Defendants Upwards
3 Care, Inc., a Delaware corporation; and DOES 1 to 100, inclusive (collectively “Defendants”),
4 and on information and belief alleges as follows:

5 **JURISDICTION**

6 1. Plaintiff, on behalf of herself and all other aggrieved employees, hereby brings
7 this representative action for recovery of civil penalties under California Labor Code §§ 2698 *et*
8 *seq.*

9 2. This Court has jurisdiction over Defendants because, upon information and belief,
10 Defendants are citizens of California, Defendants have sufficient minimum contacts in
11 California, or otherwise intentionally avail themselves to the California market so as to render
12 the exercise of jurisdiction over them by the California courts consistent with the traditional
13 notions of fair play and substantial justice.

14 **VENUE**

15 3. Venue as to each Defendant is proper in this judicial district pursuant to California
16 Code of Civil Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions
17 complained of herein occurred in the County of Los Angeles. Further, at all times relevant herein
18 Plaintiff was employed by Defendants within the County of Los Angeles.

19 **PARTIES**

20 4. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
21 Plaintiff was, and currently is, a California resident, residing in the County of Los Angeles.
22 During the four years immediately preceding the filing of this Representative Action Complaint
23 and within the statute of limitations periods applicable to each cause of action pled herein,
24 Plaintiff was employed by Defendants as an hourly non-exempt employee.

25 5. Plaintiff is informed and believes, and based thereon alleges, that during the one
26 years preceding the filing of this Representative Action Complaint and continuing to the present,
27 Defendants did (and do) operating a care provider company, with locations within the County of
28 Los Angeles, and employed Plaintiff and other, similarly-situated hourly non-exempt employees

1 within the County of Los Angeles and, therefore, were (and are) doing business in the County of
2 Los Angeles and the State of California.

3 6. Plaintiff is informed and believes, and thereon alleges, that at all times mentioned
4 herein, Defendants were licensed to do business in California and the County of Los Angeles, and
5 were the employers of Plaintiff and the Aggrieved Employees (as defined in Paragraph 18).

6 7. Plaintiff does not know the true names or capacities, whether individual, partner,
7 or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said
8 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
9 amend this Representative Action Complaint when such true names and capacities are
10 discovered. Plaintiff is informed, and believes, and thereon alleges, that each of said fictitious
11 defendants, whether individual, partners, or corporate, were responsible in some manner for the
12 acts and omissions alleged herein, and proximately caused Plaintiff and the Aggrieved
13 Employees (as defined in Paragraph 18) to be subject to the unlawful employment practices,
14 wrongs, injuries and damages complained of herein.

15 8. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned
16 herein, Defendants were and are the employers of Plaintiff and the Aggrieved Employees (as
17 defined in Paragraph 18).

18 9. At all times herein mentioned, each of said Defendants participated in the doing
19 of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the
20 Defendants, and each of them, were the agents, servants, and employees of each and every one
21 of the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned
22 were acting within the course and scope of said agency and employment. Defendants, and each
23 of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or
24 omissions complained of herein.

25 10. At all times mentioned herein, Defendants, and each of them, were members of
26 and engaged in a joint venture, partnership, and common enterprise, and acting within the course
27 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,
28 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and the

Aggrieved Employees (as defined in Paragraph 18).

REPRESENTATIVE ACTION ALLEGATIONS

11. Defendants are a care solutions company that connects families with licensed and background-checked caregivers. Plaintiff was employed by Defendants as a “Child Care Coordinator” from approximately January 2024 to February 2025. At all times during her employment with Defendants, Plaintiff was classified as an exempt employee.

12. During her employment with Defendants, Plaintiff was paid solely by way of annual salary paid semi-monthly. Plaintiff’s main job duties during the relevant time period included, among other things, acting as the main point of contact for families and caregivers by communicating with both families and licensed daycare providers. Additionally, Plaintiff would also coordinate tours and/or phone calls between families and care providers, and assisting families in completing online forms and paperwork. During her employment with Defendants, Plaintiff was not employed in an executive, administrative, or professional capacity; was not primarily engaged in the duties that meet the exemptions for executive, administrative, or professional workers under Wage Order 5; and did not customarily and regularly exercise discretion and independent judgment in performing the aforementioned job duties. During her employment with Defendants, Plaintiff also did not have the authority to hire and fire other employees, nor did she make any suggestions or recommendations as to the hiring, firing, advancement, promotion or any other change of status of other employees. Upon information and belief, Defendants did not and have not undertaken any analysis to determine whether an individual’s job duties and/or salary meets the requirements for any exemption under the Wage Order.

13. During Plaintiff’s employment with Defendants, Plaintiff routinely worked in excess of 8.0 hours per workday and/or more than 40.0 hours per workweek, but due to Defendants’ intentional and improper misclassification of Plaintiff as exempt, Plaintiff did not receive any overtime compensation for these hours. Instead, Defendants paid Plaintiff a flat salary which was not based on the number of hours actually worked. Due to Defendants’ misclassification of Plaintiff and other exempt employees, Defendants failed to pay any overtime

wages for hours worked in excess of 8.0 hours in a workday and/or 40.0 hours per workweek and have therefore deprived Plaintiff and other aggrieved employees of earned overtime wages.

14. During Plaintiff's employment with Defendants, and as a result of Defendants' misclassification of Plaintiff as a salaried exempt employee, Defendants failed to provide Plaintiff and other aggrieved employees with all legally compliant meal periods due to Defendants' meal period policies/practices. Specifically, Plaintiff and other aggrieved employees were unable to commence their meal periods until after the completion of five hours of work. On occasion, Plaintiff was not provided with any meal period due to her work demands. Additionally, although Plaintiff other aggrieved employees worked shifts in excess of 10.0 hours, Defendants failed to provide Plaintiff and other aggrieved employees with second meal periods on shifts over 10.0 hours. On those occasions when Plaintiff was not provided with all legally compliant meal periods to which she was entitled, Defendants failed to compensate Plaintiff with the required meal period premium(s) for each workday there was a meal period violation as mandated by Labor Code § 226.7. Upon information and belief, Defendants maintained no mechanism for the payment of meal period premium payments as required by Labor Code § 226.7, in the event that a legally compliant meal period was not provided to their aggrieved employees.

15. Defendants also failed to authorize and permit all required duty-free rest periods for Plaintiff and other aggrieved employees due to Defendants' misclassification of Plaintiff and other aggrieved employees as salaried exempt. Specifically, Defendants never informed Plaintiff and other aggrieved employees about their entitlement to off-duty rest periods. As a result of work demands, Plaintiff was never authorized and permitted an off-duty rest period. Additionally, Defendants did not authorize and permit Plaintiff other aggrieved employees to take third rest periods when they worked in excess of 10.0 hours in a workday. Defendants also failed to provide Plaintiff and other aggrieved employees with an additional hour of premium pay for each workday in which a rest period violation occurred, as required by Labor Code § 226.7.

16. Defendants required Plaintiff and other aggrieved employees to use their personal cell phones to receive calls and coordinate services in the performance of their job duties with Defendants. Specifically, due to Plaintiff's work being remote, all work related calls were

1 conducted through Plaintiff personal cell phone. Despite requiring employees to incur these
2 necessary business expenses, Defendants failed to compensate Plaintiff and other aggrieved
3 employees for any portion of their monthly cell phone expenses. *See Cochran v. Schwan's Home*
4 *Service, Inc.* (2014) 228 Cal.App.4th 1137, 1144 (holding that employer who requires employees
5 use their personal cell phone for business purposes must reimburse a reasonable percentage of the
6 employee's cell phone bill). Moreover, during the relevant time period, Defendants required
7 Plaintiff and other aggrieved employees to work from home and use their home internet to
8 conduct essential company business. Although Defendants required Plaintiff and other aggrieved
9 employees to use their home internet, they failed to reimburse Plaintiff and other aggrieved
10 employees for any portion of these internet expenses.

11 17. As a result of Defendants' failure to pay all overtime wages, as well as all meal
12 and rest period premium wages owing, Defendants maintained inaccurate payroll records, issued
13 inaccurate wage statements, and failed to pay all final wages to Plaintiff and other aggrieved
14 employees upon their separation of employment.

15 18. Based on the foregoing, Plaintiff seeks to represent herself and all aggrieved
16 employees, as defined by Labor Code § 2699(c).

17 **FIRST CAUSE OF ACTION**

18 **PRIVATE ATTORNEYS GENERAL ACT**

19 **(AGAINST ALL DEFENDANTS)**

20 19. Plaintiff re-alleges and incorporates by reference all prior paragraphs as though
21 fully set forth herein.

22 20. Defendants have committed several Labor Code violations against Plaintiff and
23 other aggrieved employees. Plaintiff, an "aggrieved employee" within the meaning of Labor
24 Code § 2698 *et seq.*, acting on behalf of herself and other aggrieved employees, brings this
25 representative action against Defendants to recover the civil penalties due to Plaintiff, other
26 aggrieved employees, and the State of California according to proof pursuant to Labor Code §
27 2699 (a) and (f) including, but not limited to (1) \$50.00 for each initial violation and \$100 for
28 each subsequent violation of Labor Code § 558 per employee per pay period, plus an amount

sufficient to recover the unpaid wages and; (2) \$100.00 for each initial violation and \$200 for each subsequent violation per employee per pay period for the following Labor Code violations:

- a. Failing to pay Plaintiff and other aggrieved employees all earned overtime compensation in violation of Labor Code §§ 204, 510, 1194, and 1198 *et seq.*;
- b. Failing to provide meal periods as required by law and failing to pay meal period premiums, or to pay premium pay in lieu thereof, to Plaintiff and other aggrieved employees at the regular rate of pay in violation of Labor Code §§ 226.7, 512, and 558;
- c. Failing to authorize and permit all legally required rest periods, or to pay premium pay in lieu thereof, to Plaintiff and other aggrieved employees at the regular rate of pay in violation of Labor Code §§ 226.7, 512, and 558;
- d. Failing to reimburse Plaintiff and other aggrieved employees for all necessary expenditures incurred in violation of Labor Code §§ 2802 and 2804;
- e. Failing to furnish Plaintiff and other aggrieved employees with complete, accurate, itemized wage statements in violation of Labor Code § 226 *et seq.*;
- f. Failing to timely pay all final wages due to Plaintiff and other aggrieved employees in violation of Labor Code §§ 201, 202, and 203;
- g. Failing to pay non-exempt employees all earned wages at least twice during each calendar month in violation of Labor Code § 204; and
- h. Failing to maintain accurate records on behalf of Plaintiff and other aggrieved employees in violation of Labor Code §§ 1174 and 1198.

21. On or about March 13, 2025, Plaintiff notified Defendants Upwards Care, Inc., and Wee Care Day Care, Corp., via certified mail, and the California Labor and Workforce Development Agency (“LWDA”) via its website of Defendants’ violations of the California Labor Code and Plaintiff’s intent to bring a claim for civil penalties under California Labor Code § 2698 *et seq.* with respect to violations of the California Labor Code identified in Paragraph 20 (a)-(h). Now that sixty-five days have passed from Plaintiff notifying Defendants of these violations, Plaintiff has exhausted her administrative requirements for bringing a claim under the

Private Attorneys General Act with respect to these violations.

22. Plaintiff was compelled to retain the services of counsel to file this court action to protect her interests and the interests of other aggrieved employees, and to assess and collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys' fees and costs, which she is entitled to receive under California Labor Code § 2699.

PRAYER

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

1. Upon the First Cause of Action, for civil penalties due to Plaintiff, other aggrieved employees, and the State of California according to proof pursuant to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to: 1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period, plus an amount sufficient to recover the unpaid wages owed to each aggrieved employee; (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for each initial violation and \$200 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided based on the Labor Code violations identified in Paragraph 20 (a)-(h);

2. On all causes of action, for attorneys' fees and costs as provided by Labor Code 2699(g); and Code of Civil Procedure § 1021.5; and

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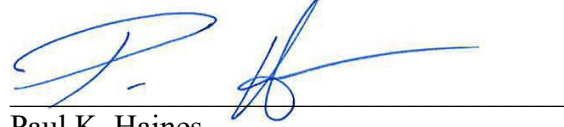
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1 3. For such other and further relief the Court may deem just and proper.

2
3 Dated: May 19, 2025

Respectfully submitted,
HAINES LAW GROUP, APC

4
5 By:



Paul K. Haines
Attorney for Plaintiff