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ELECTRONICALLY FILED
Superior Court of California
County of Sacramento
10/14/2025
By: E. Leon Barrientos Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO

BOBBIE CEASEAR, individually, and on
behalf of other members of the general
public similarly situated, and as an
aggrieved employee pursuant to the Private
Attorneys General Act ("PAGA"),

Plaintiff,

vs.

KINDERCARE EDUCATION LLC, a
Delaware limited liability company; KCE
CHAMPIONS LLC, a Delaware limited
liability company; KINDERCARE
LEARNING CENTERS LLC, a Delaware
limited liability company; KINDERCARE
EDUCATION AT WORK LLC, a
California limited liability company; and
DOES 1 through 10, inclusive,

Defendants.

Case No.: 25CV015246

**FIRST AMENDED CLASS ACTION
COMPLAINT & ENFORCEMENT
ACTION UNDER THE PRIVATE
ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE §§ 2698, ET
SEQ.**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 (Unpaid Minimum Wages);
- (3) Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 (Failure to Provide Meal Periods);
- (4) Violation of California Labor Code §§ 226.7, 516, and 1198 (Failure to Authorize and Permit Rest Periods);
- (5) Violation of California Labor Code §§ 226(a), 1174(d), and 1198 (Non-Compliant Wage Statements and Failure to Maintain Payroll Records);
- (6) Violation of California Labor Code §§ 201 and 202 (Wages Not Timely Paid Upon Termination);
- (7) Violation of California Labor Code § 204 (Failure to Timely Pay Wages During Employment);
- (8) Violation of California Labor Code § 2802 (Unreimbursed Business Expenses);

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- (9) Civil Penalties for Violations of California Labor Code, Pursuant to PAGA, §§ 2698, *et seq.*;
- (10) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unlawful Business Practices); and
- (11) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unfair Business Practices)

Jury Trial Demanded

1 Plaintiff Bobbie Ceasear, individually and on behalf of all other members of the public
2 similarly situated, and as an aggrieved employee and on behalf of all aggrieved employees,
3 alleges as follows:

4 JURISDICTION AND VENUE

5 1. This class action is brought pursuant to California Code of Civil Procedure
6 section 382 and California Labor Code sections 2698, *et seq.* (“PAGA”) to recover civil
7 penalties and any other available relief on behalf of Plaintiff, the State of California, and other
8 current and former employees who worked for Defendants in California as non-exempt,
9 hourly paid employees and received at least one wage statement and against whom one or
10 more violations of any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any
11 provision regulating hours and days of work in the applicable Industrial Welfare Commission
12 (“IWC”) Wage Order were committed, as set forth in this complaint. The monetary damages,
13 penalties, and restitution sought by Plaintiff exceed the minimal jurisdiction limits of the
14 Superior Court and will be established according to proof at trial. This Court has jurisdiction
15 over this action pursuant to the California Constitution, Article VI, section 10. The statutes
16 under which this action is brought do not specify any other basis for jurisdiction. Plaintiff’s
17 share of damages, penalties, and other relief sought in this action does not exceed \$75,000.

18 2. This Court has jurisdiction over Defendants because Defendants are either
19 citizens of California, have sufficient minimum contacts in California, or otherwise
20 intentionally avail themselves of the California market so as to render the exercise of
21 jurisdiction over them by the California courts consistent with traditional notions of fair play
22 and substantial justice. There is no basis for federal diversity jurisdiction in this action
23 because there is no complete diversity, and this case falls within the statutory exceptions to
24 “minimal diversity” jurisdiction under the Class Action Fairness Act, 28 U.S.C. § 1332(d)(4).
25 Upon information and belief, two-thirds or more of the class members and Defendants are
26 citizens of California and/or (a) two-thirds of the class members and Defendants are citizens
27 of California; (b) the alleged wage and hour violations occurred in California; (c) significant
28 relief is being sought against Defendants whose violations of California wage and hour laws

1 form a significant basis for Plaintiff's claims; and (d) no other class action has been filed
2 within the past three (3) years on behalf of the same proposed class against Defendants
3 asserting the same or similar factual allegations.

4 3. Venue is proper in this Court, because Defendants employ persons in this
5 county, and employed Plaintiff in this county, and thus a substantial portion of the transactions
6 and occurrences related to this action occurred in this county.

7 **THE PARTIES**

8 4. Plaintiff Bobbie Ceasear is a resident of Sacramento, in Sacramento County,
9 California. Defendants employed Plaintiff as an hourly paid, non-exempt employee from
10 approximately June 2024 to February 2025. Plaintiff worked for Defendants as a Teacher at
11 their Champions at Union House and Champions at Arnold Adreani Elementary after school
12 programs located in Sacramento, California. During her employment, Plaintiff typically
13 worked four (4) to eight (8) or more hours per day and five (5) days per week. Plaintiff's
14 primary job duties included, without limitation, supporting elementary-aged children in after
15 school programs, creating and managing classroom activities, and ensuring compliance with
16 health and safety regulations.

17 5. KINDERCARE EDUCATION LLC was and is, upon information and belief, a
18 Delaware limited liability company, and at all times hereinafter mentioned, an employer
19 whose employees are engaged throughout this county and the State of California.

20 6. KCE CHAMPIONS LLC was and is, upon information and belief, a Delaware
21 limited liability company, and at all times hereinafter mentioned, an employer whose
22 employees are engaged throughout this county and the State of California.

23 7. KINDERCARE LEARNING CENTERS LLC was and is, upon information
24 and belief, a Delaware limited liability company, and at all times hereinafter mentioned, an
25 employer whose employees are engaged throughout this county and the State of California.

26 8. KINDERCARE EDUCATION AT WORK LLC was and is, upon information
27 and belief, a California limited liability company, and at all times hereinafter mentioned, an
28 employer whose employees are engaged throughout this county and the State of California.

1 9. Plaintiff is unaware of the true names or capacities of the Defendants sued
2 herein under the fictitious names DOES 1 through 10, but will seek leave of this Court to
3 amend the complaint and serve such fictitiously named Defendants once their names and
4 capacities become known.

5 10. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10
6 were the partners, agents, owners, or managers of Defendants at all relevant times.

7 11. Plaintiff is informed and believes, and thereon alleges, that each and all of the
8 acts and omissions alleged herein was performed by, or is attributable to, KINDERCARE
9 EDUCATION LLC; KCE CHAMPIONS LLC; KINDERCARE LEARNING CENTERS
10 LLC; and KINDERCARE EDUCATION AT WORK LLC.

11 12. KINDERCARE EDUCATION LLC; KCE CHAMPIONS LLC;
12 KINDERCARE LEARNING CENTERS LLC; KINDERCARE EDUCATION AT WORK
13 LLC; and/or DOES 1 through 10 (collectively, “Defendants” or “KINDERCARE”), each
14 acting as the agent, employee, alter ego, and/or joint venturer of, or working in concert with,
15 each of the other co-Defendants and was acting within the course and scope of such agency,
16 employment, joint venture, or concerted activity with legal authority to act on the others’
17 behalf. The acts of any and all Defendants were in accordance with, and represent, the official
18 policy of Defendants.

19 13. At all relevant times, Defendants, and each of them, ratified each and every act
20 or omission complained of herein. At all relevant times, Defendants, and each of them, aided
21 and abetted the acts and omissions of each and all the other Defendants in proximately causing
22 the damages herein alleged.

23 14. Plaintiff is informed and believes, and thereon alleges, that each of said
24 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
25 omissions, occurrences, and transactions alleged herein.

26 15. Under California law, Defendants are jointly and severally liable as employers
27 for the violations alleged herein because they have each exercised sufficient control over the
28 wages, hours, working conditions, and employment status of Plaintiff and class members.

Each Defendant had the power to hire and fire Plaintiff and class members, supervised and controlled their work schedule and/or conditions of employment, determined their rate of pay, and maintained their employment records. Defendants suffered or permitted Plaintiff and class members to work and/or “engaged” Plaintiff and class members so as to create a common-law employment relationship. As joint employers of Plaintiff and class members, Defendants are jointly and severally liable for the civil penalties and all other relief available to Plaintiff and class members under the law.

16. Plaintiff is informed and believes, and thereon alleges, that at all relevant times, Defendants, and each of them, have acted as joint employers with respect to Plaintiff and class members because Defendants have:

- (a) jointly exercised meaningful control over the work performed by Plaintiff and class members;
- (b) jointly exercised meaningful control over Plaintiff’s and class members’ wages, hours, and working conditions, including the quantity, quality standards, speed, scheduling, and operative details of the tasks performed by Plaintiff and class members;
- (c) jointly required that Plaintiff and class members perform work which is an integral part of Defendants’ businesses; and
- (d) jointly exercised control over Plaintiff and class members as a matter of economic reality in that Plaintiff and class members were dependent on Defendants, who shared the power to set the wages of Plaintiff and class members and determined their working conditions, and who jointly reaped the benefits from the underpayment of their wages and noncompliance with other statutory provisions governing their employment.

17. Plaintiff is informed and believes, and thereon alleges, that at all relevant times there has existed a unity of interest and ownership between Defendants such that any individuality and separateness between the entities has ceased.

18. KINDERCARE EDUCATION LLC; KCE CHAMPIONS LLC; KINDERCARE LEARNING CENTERS LLC; KINDERCARE EDUCATION AT WORK LLC; and DOES 1 through 10 are therefore alter egos of each other.

19. Adherence to the fiction of the separate existence of Defendants would permit an abuse of the corporate privilege, and would promote injustice by protecting Defendants from liability for the wrongful acts committed by them under the name KINDERCARE.

20. Plaintiff further alleges, upon information and belief, that Defendants KINDERCARE EDUCATION LLC; KCE CHAMPIONS LLC; KINDERCARE LEARNING CENTERS LLC; and KINDERCARE EDUCATION AT WORK LLC are alter egos of each other for the following reasons:

- (a) On the California Secretary of State's website (<https://bizfileonline.sos.ca.gov/>), KINDERCARE EDUCATION LLC; KCE CHAMPIONS LLC; KINDERCARE LEARNING CENTERS LLC; and KINDERCARE EDUCATION AT WORK LLC share the same principal address and mailing address of "5005 Meadows Road Suite 200 Lake Oswego, OR 97035";
- (b) According to Statement of Information forms filed with the California Secretary of State, KCE CHAMPIONS LLC and KINDERCARE EDUCATION AT WORK LLC share the same California principal place of business address of "2710 Gateway Oaks Drive, Suite 150N, Sacramento, CA 95833";
- (c) According to Statement of Information forms filed with the California Secretary of State, KINDERCARE EDUCATION LLC; KCE CHAMPIONS LLC; KINDERCARE LEARNING CENTERS LLC; and KINDERCARE EDUCATION AT WORK LLC share the same officers and/or managers or members, including, but not limited to:
 - (i) Anthony Amandi, who serves as Manager or Member of KINDERCARE EDUCATION LLC and KINDERCARE

1 LEARNING CENTERS LLC;

- 2 (ii) Paul [D.] Thompson, who serves as Chief Executive
3 Officer for KINDERCARE EDUCATION LLC;
4 KINDERCARE EDUCATION AT WORK LLC; and
5 KINDERCARE LEARNING CENTERS LLC; and
6 Manager or Member of KINDERCARE EDUCATION
7 LLC and KINDERCARE LEARNING CENTERS LLC
8 (iii) Samantha Tran, who serves as Manager or Member of
9 KINDERCARE EDUCATION LLC; KCE CHAMPIONS
10 LLC; and KINDERCARE LEARNING CENTERS LLC;
11 and
12 (iv) KINDERCARE EDUCATION LLC, which serves as the
13 sole Manager or Member of KINDERCARE
14 EDUCATION AT WORK LLC;

- 15 (d) On the California Secretary of State's website, KINDERCARE
16 EDUCATION LLC; KCE CHAMPIONS LLC; KINDERCARE
17 LEARNING CENTERS LLC; and KINDERCARE EDUCATION AT
18 WORK LLC share the same agent for service of process, CSC -
19 Lawyers Incorporating Service; and
20 (e) On information and belief, KINDERCARE EDUCATION LLC; KCE
21 CHAMPIONS LLC; KINDERCARE LEARNING CENTERS LLC; and
22 KINDERCARE EDUCATION AT WORK LLC utilize the same
23 standardized employment forms and issue the same employment
24 policies.

25 **GENERAL ALLEGATIONS**

26 21. Defendants are leading providers of early childhood education and care
27 services in the United States, operating a network of childcare centers, before- and after-
28 school programs, and employer-sponsored childcare facilities across California. Upon

1 information and belief, Defendants maintain a single, centralized Human Resources (“HR”)
2 department at their corporate headquarters in Lake Oswego, Oregon, which is responsible for
3 the recruiting and hiring of new employees, and communicating and implementing
4 Defendants’ company-wide policies, including timekeeping policies and meal and rest period
5 policies, to employees throughout California.

6 22. In particular, Plaintiff and class members, on information and belief, received
7 the same standardized documents and/or written policies. Upon information and belief, the
8 usage of standardized documents and/or written policies, including new-hire documents,
9 indicate that Defendants dictated policies at the corporate level and implemented them
10 company-wide, regardless of their employees’ assigned locations or positions.

11 23. Upon information and belief, Defendants maintain a centralized Payroll
12 department at their corporate headquarters in Lake Oswego, Oregon, which processes payroll
13 for all non-exempt, hourly paid employees working for Defendants at their various locations
14 in California, including Plaintiff and class members. Based upon information and belief,
15 Defendants issue the same formatted wage statements to all non-exempt, hourly paid
16 employees in California, irrespective of their work locations. Upon information and belief,
17 Defendants process payroll for departing employees in the same manner throughout the State
18 of California, regardless of the manner in which each employee’s employment ends.

19 24. Defendants continue to employ non-exempt or hourly paid employees in
20 California.

21 25. Plaintiff is informed and believes, and thereon alleges, that at all times herein
22 mentioned, Defendants were advised by skilled lawyers and other professionals, employees
23 and advisors knowledgeable about California labor and wage law, employment and personnel
24 practices, and about the requirements of California law.

25 26. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and class
26 members were not paid for all hours worked because all hours worked were not recorded.

27 27. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
28 should have known that Plaintiff and class members were entitled to receive certain wages for

1 overtime compensation and that they were not receiving certain wages for overtime
2 compensation.

3 28. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
4 should have known that Plaintiff and class members were entitled to receive at least minimum
5 wages for compensation and that they were not receiving at least minimum wages for work
6 that was required to be done off-the-clock. In violation of the California Labor Code, Plaintiff
7 and class members were not paid at least minimum wages for work done off-the-clock.

8 29. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
9 should have known that Plaintiff and class members were entitled to meal periods in
10 accordance with the California Labor Code and applicable IWC Wage Order or payment of
11 one (1) additional hour of pay at their regular rates of pay when they were not provided with
12 timely, uninterrupted, thirty (30) minute meal periods and that Plaintiff and class members
13 were not provided with all meal periods or payment of one (1) additional hour of pay at their
14 regular rates of pay when they did not receive a timely, uninterrupted, thirty (30) minute meal
15 period.

16 30. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
17 should have known that Plaintiff and class members were entitled to rest periods in
18 accordance with the California Labor Code and applicable IWC Wage Order or payment of
19 one (1) additional hour of pay at their regular rates of pay when they were not authorized and
20 permitted to take a compliant rest period and that Plaintiff and class members were not
21 authorized and permitted to take compliant rest periods or provided with payment of one (1)
22 additional hour of pay at their regular rates of pay when they were not authorized and
23 permitted to take a compliant rest period.

24 31. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
25 should have known that Plaintiff and class members were entitled to receive complete and
26 accurate wage statements in accordance with California law. In violation of the California
27 Labor Code, Plaintiff and class members were not provided complete and accurate wage
28 statements.

1 32. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
2 should have known that they had a duty to maintain accurate and complete payroll records in
3 accordance with the California Labor Code and applicable IWC Wage Order, but willfully,
4 knowingly, and intentionally failed to do so.

5 33. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
6 should have known that Plaintiff and class members were entitled to timely payment of all
7 wages earned upon termination of employment. In violation of the California Labor Code,
8 Plaintiff and class members did not receive payment of all wages due, including, but not
9 limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within
10 permissible time periods.

11 34. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
12 should have known that Plaintiff and class members were entitled to timely payment of wages
13 during their employment. In violation of the California Labor Code, Plaintiff and class
14 members did not receive payment of all wages, including, but not limited to, overtime wages,
15 minimum wages, and/or meal and rest period premiums, within permissible time periods.

16 35. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
17 should have known that Plaintiff and class members were entitled to receive full
18 reimbursement for all business-related expenses and costs they incurred during the course and
19 scope of their employment and that they did not receive full reimbursement of applicable
20 business-related expenses and costs incurred.

21 36. Plaintiff is informed and believes, and thereon alleges, that at all times herein
22 mentioned, Defendants knew or should have known that they had a duty to compensate
23 Plaintiff and class members for all hours worked, and that Defendants had the financial ability
24 to pay such compensation, but willfully, knowingly, and intentionally failed to do so, and
25 falsely represented to Plaintiff and class members that they were properly denied wages, all in
26 order to increase Defendants' profits.

27 **PAGA REPRESENTATIVE ALLEGATIONS**

28 37. At all times herein set forth, PAGA provides that any provision of law under

1 the Labor Code and applicable IWC Wage Order that provides for a civil penalty to be
2 assessed and collected by the Labor and Workforce Development Agency (“LWDA”) for
3 violations of the California Labor Code and applicable IWC Wage Order may, as an
4 alternative, be recovered by aggrieved employees in a civil action brought on behalf of
5 themselves and other current or former employees pursuant to procedures outlined in
6 California Labor Code section 2699.3.

7 38. PAGA defines an “aggrieved employee” in Labor Code section 2699(c)(1) as
8 “any person who was employed by the alleged violator and personally suffered each of the
9 violations alleged.”

10 39. Plaintiff and other current and former employees of Defendants are “aggrieved
11 employees” as defined by Labor Code section 2699(c)(1) in that they are all Defendants’
12 current or former employees and each of the alleged violations were committed against them.

13 40. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved
14 employee, including Plaintiff, may pursue a civil action arising under PAGA after the
15 following requirements have been met:

- 16 (a) The aggrieved employee or representative shall give written notice by
17 online filing with the LWDA and by certified mail to the employer of
18 the specific provisions of the California Labor Code alleged to have
19 been violated, including the facts and theories to support the alleged
20 violation.
- 21 (b) An aggrieved employee’s notice filed with the LWDA pursuant to
22 2699.3(a) and any employer response to that notice shall be
23 accompanied by a filing fee of seventy-five dollars (\$75).
- 24 (c) The LWDA shall notify the employer and the aggrieved employee or
25 representative by certified mail that it does not intend to investigate the
26 alleged violation (“LWDA Notice”) within sixty (60) calendar days of
27 the postmark date of the aggrieved employee’s notice. Upon receipt of
28 the LWDA Notice, or if no LWDA Notice is provided within sixty-five

(65) calendar days of the postmark date of the aggrieved employee's notice, the aggrieved employee may commence a civil action pursuant to California Labor Code section 2699 to recover civil penalties.

41. Pursuant to California Labor Code sections 2699.3(c), aggrieved employees, through Plaintiff, may pursue a civil action arising under PAGA for violations of any provision other than those listed in Section 2699.5 after the following requirements have been met:

- (a) The aggrieved employee or representative shall give written notice by online filing with the LWDA and by certified mail to the employer of the specific provisions of the California Labor Code alleged to have been violated (other than those listed in Section 2699.5), including the facts and theories to support the alleged violation.
- (b) An aggrieved employee's notice filed with the LWDA pursuant to 2699.3(c) and any employer response to that notice shall be accompanied by a filing fee of seventy-five dollars (\$75).
- (c) The employer may cure the alleged violation within thirty-three (33) calendar days of the postmark date of the notice sent by the aggrieved employee or representative. The employer shall give written notice within that period of time by certified mail to the aggrieved employee or representative and by online filing with the LWDA if the alleged violation is cured, including a description of actions taken, and no civil action pursuant to Section 2699 may commence. If the alleged violation is not cured within the 33-day period, the aggrieved employee may commence a civil action pursuant to Section 2699.

42. On July 1, 2025, Plaintiff provided written notice by online filing to the LWDA and by Certified Mail to Defendants of the specific provisions of the California Labor Code alleged to have been violated, including facts and theories to support the alleged violations, in accordance with California Labor Code section 2699.3. Plaintiff's written notice was

1 accompanied with the applicable filing fee of seventy-five dollars (\$75). The LWDA PAGA
2 Administrator confirmed receipt of Plaintiff's written notice and assigned Plaintiff PAGA
3 Case Number LWDA-CM-1109166-25. A true and correct copy of Plaintiff's written notice
4 to the LWDA and Defendants is attached hereto as "Exhibit 1."

5 43. As of the filing date of this complaint, over 65 days have passed since Plaintiff
6 sent the notice described above to the LWDA, and the LWDA has not responded that it
7 intends to investigate Plaintiff's claims and Defendants have not cured the violations.

8 44. Thus, Plaintiff has satisfied the administrative prerequisites under California
9 Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for
10 violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516,
11 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

12 45. Labor Code section 558(a) provides "[a]ny employer or other person acting on
13 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
14 provision regulating hours and days of work in any order of the Industrial Welfare
15 Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty
16 dollars (\$50) for each underpaid employee for each pay period for which the employee was
17 underpaid (2) For each subsequent violation, one hundred dollars (\$100) for each
18 underpaid employee for each pay period for which the employee was underpaid" Labor
19 Code section 558(c) provides "[t]he civil penalties provided for in this section are in addition
20 to any other civil or criminal penalty provided by law."

21 46. Defendants, at all times relevant to this complaint, were employers or persons
22 acting on behalf of an employer(s) who violated Plaintiff's and other aggrieved employees'
23 rights by violating various sections of the California Labor Code as set forth above.

24 47. As set forth below, Defendants have violated numerous provisions of both the
25 Labor Code sections regulating hours and days of work as well as the applicable IWC Wage
26 Order.

27 48. Pursuant to PAGA, and in particular, California Labor Code sections 1194.5.
28 2699(a), 2699(k), 2699.3(a), 2699.3(c), and 2699.5, and section 558, Plaintiff, acting in the

public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for herself, all other aggrieved employees, and the State of California against Defendants for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

CLASS ACTION ALLEGATIONS

49. Plaintiff brings this action on her own behalf, as well as on behalf of each and all other persons similarly situated, and thus seeks class certification under California Code of Civil Procedure section 382.

50. All claims alleged herein arise under California law for which Plaintiff seeks relief authorized by California law.

51. Plaintiff's proposed class consists of and is defined as follows:

All persons who worked for Defendants as non-exempt, hourly paid employees in California, within four (4) years prior to the filing of the initial complaint until the date of trial ("Class").

52. Plaintiff's proposed subclass consists of and is defined as follows:

All persons who worked for Defendants as non-exempt, hourly paid employees in California and who received at least one wage statement within one (1) year prior to the filing of the initial complaint until the date of trial ("Subclass").

53. Members of the Class and Subclass are referred to herein as "class members."

54. Plaintiff reserves the right to redefine the Class and Subclass and to add additional subclasses as appropriate based on further investigation, discovery, and specific theories of liability.

55. There are common questions of law and fact as to class members that predominate over questions affecting only individual members, including, but not limited to:

- (a) Whether Defendants required Plaintiff and class members to work over eight (8) hours per day, over twelve (12) hours per day, or over forty (40) hours per week and failed to pay all legally required overtime compensation to Plaintiff and class members;
- (b) Whether Defendants failed to pay Plaintiff and class members at least

- 1 minimum wages for all hours worked;
- 2 (c) Whether Defendants failed to provide Plaintiff and class members meal
- 3 periods;
- 4 (d) Whether Defendants failed to authorize and permit Plaintiff and class
- 5 members to take rest periods;
- 6 (e) Whether Defendants provided Plaintiff and class members with
- 7 complete and accurate wage statements as required by California Labor
- 8 Code section 226(a);
- 9 (f) Whether Defendants maintained accurate payroll records as required by
- 10 California Labor Code section 1174(d);
- 11 (g) Whether Defendants failed to pay earned overtime wages, minimum
- 12 wages, and/or meal and rest period premiums due to Plaintiff and class
- 13 members upon their discharge;
- 14 (h) Whether Defendants failed to timely pay overtime wages, minimum
- 15 wages, and/or meal and rest period premiums to Plaintiff and class
- 16 members during their employment;
- 17 (i) Whether Defendants failed to reimburse Plaintiff and class members for
- 18 necessary and required business-related expenditures and/or losses
- 19 incurred by them in the scope of their employment;
- 20 (j) Whether Defendants engaged in unlawful and unfair business practices
- 21 in violation of California Business & Professions Code sections 17200,
- 22 *et seq.*; and
- 23 (k) The appropriate amount of damages, restitution, or monetary penalties
- 24 resulting from Defendants' violations of California law.

25 56. There is a well-defined community of interest in the litigation and the class

26 members are readily ascertainable:

- 27 (a) Numerosity: The class members are so numerous that joinder of all
- 28 members would be unfeasible and impractical. The membership of the

entire class is unknown to Plaintiff at this time; however, the class is estimated to be greater than one hundred (100) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.

(b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each class member with whom she has a well-defined community of interest, and Plaintiff's claims (or defenses, if any) are typical of all class members as demonstrated herein.

(c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each class member with whom she has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff acknowledges that she has an obligation to make known to the Court any relationship, conflicts or differences with any class member. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and throughout the duration of this action, will continue to incur costs and attorneys' fees that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.

(d) Superiority: The nature of this action makes the use of class action adjudication superior to other methods. A class action will achieve economies of time, effort, and expense as compared with separate lawsuits, and will avoid inconsistent outcomes because the same issues can be adjudicated in the same manner and at the same time for the entire class.

(e) Public Policy Considerations: Employers in the State of California violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect

1 retaliation. Former employees are fearful of bringing actions because
2 they believe their former employers might damage their future
3 endeavors through negative references and/or other means. Class
4 actions provide the class members who are not named in the complaint
5 with a type of anonymity that allows for the vindication of their rights
6 while simultaneously protecting their privacy.

7 **FIRST CAUSE OF ACTION**

8 **Violation of California Labor Code §§ 510 and 1198—Unpaid Overtime**
9 **(Against all Defendants)**

10 57. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
11 and every allegation set forth above.

12 58. Labor Code section 1198 makes it illegal to employ an employee under
13 conditions of labor that are prohibited by the applicable IWC Wage Order. California Labor
14 Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission
15 shall be the . . . standard conditions of labor for employees. The employment of any employee
16 . . . under conditions of labor prohibited by the order is unlawful.”

17 59. California Labor Code section 1198 and the applicable IWC Wage Order
18 provide that it is unlawful to employ persons without compensating them at a rate of pay
19 either time-and-one-half or two-times that person’s regular rate of pay, depending on the
20 number of hours worked by the person on a daily or weekly basis.

21 60. Specifically, the applicable IWC Wage Order provides that Defendants are and
22 were required to pay Plaintiff and class members working more than eight (8) hours in a day
23 or more than forty (40) hours in a workweek, at the rate of time and one-half (1 ½) for all
24 hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a
25 workweek.

26 61. The applicable IWC Wage Order further provides that Defendants are and were
27 required to pay Plaintiff and class members working more than twelve (12) hours in a day,
28 overtime compensation at a rate of two (2) times their regular rate of pay. An employee’s

1 regular rate of pay includes all remuneration for employment paid to, or on behalf of, the
2 employee, including nondiscretionary bonuses and incentive pay.

3 62. California Labor Code section 510 codifies the right to overtime compensation
4 at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8)
5 hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the
6 seventh (7th) day of work, and to overtime compensation at twice the employee's regular rate
7 of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours
8 in a day on the seventh (7th) day of work.

9 63. During the relevant time period, Defendants willfully failed to pay all overtime
10 wages owed to Plaintiff and class members. During the relevant time period, Plaintiff and
11 class members were not paid overtime premiums for all of the hours they worked in excess of
12 eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40)
13 hours in a week, because all hours worked were not recorded.

14 64. First, during the relevant time period, Defendants had, and continue to have, a
15 company-wide policy and/or practice of discouraging and impeding Plaintiff and class
16 members from recording hours worked that were outside of their scheduled shifts in order to
17 limit the amount of overtime employees could accrue. This policy of limiting overtime led
18 Plaintiff and class members to work off-the-clock outside of their scheduled shift times.
19 Specifically, Defendants' management pressured Plaintiff and class members to record their
20 scheduled shift start-times and shift end-times instead of their actual hours worked to limit the
21 overtime hours employees were eligible to be compensated for. Because Defendants
22 discouraged overtime accrual, Plaintiff and class members were required to complete assigned
23 tasks outside of their scheduled shifts without being compensated for the time they worked.

24 65. For example, Plaintiff was regularly required to begin working about 20
25 minutes prior to her scheduled shift-start time before she was allowed to clock in for the day,
26 completing tasks such as organizing paperwork, reviewing lesson plans with coworkers, and
27 submitting and discussing her lesson plans with her supervisor. Additionally, Plaintiff was
28 also sometimes required to continue working after she had clocked out at her scheduled shift-

1 end time, performing closing duties such as cleaning up the classroom, putting supplies away,
2 and signing timesheets before she was able to leave for the day. Moreover, upon information
3 and belief, Defendants' management would subsequently shave off some of the time Plaintiff
4 and class members spent completing assigned duties before and after their scheduled shifts to
5 avoid payment of additional wages. As a result, when Plaintiff was required to begin working
6 prior to her scheduled shift start-time or remain at work past her scheduled shift end-time, she
7 was not paid for all of her hours actually worked because Defendants' managers did not
8 accurately record all hours worked.

9 66. Second, Defendants had, and continue to have, a company-wide policy and/or
10 practice requiring Plaintiff and class members to drive to Defendants' other locations to attend
11 mandatory trainings and meetings, but did not compensate them for their travel time. For
12 example, throughout her employment with Defendants, Plaintiff was required to drive from
13 her home in Sacramento, California to Defendants' other jobsite located in Elk Grove,
14 California, to attend mandatory trainings and meetings. Plaintiff spent 30 minutes or more
15 driving to Defendants' other jobsite location while off-the-clock. Thus, Defendants failed to
16 track all of the time that employees spent performing work-related tasks outside of their shifts,
17 and Plaintiff and class members received no compensation for this time.

18 67. Third, upon information and belief, Defendants had, and continue to have, a
19 company-wide policy and/or practice of understaffing their jobsites, such that there were too
20 few teachers to provide meal period coverage for Plaintiff and class members. For example,
21 Defendants required at least one (1) teacher, such as Plaintiff, to be in the classroom at all
22 times for every 14 students. Because Defendants did not employ or staff a sufficient number
23 of teachers to supervise the number of students present on any given day, there were often not
24 enough teachers available to relieve employees needing meal period coverage, and Plaintiff
25 and class members were not always afforded uninterrupted 30-minute meal periods during
26 shifts when they were entitled to receive a meal period. Moreover, Defendants had a practice
27 of failing to schedule meal periods, which further caused Plaintiff and class members to not be
28 relieved of their duties for compliant meal periods. For example, Plaintiff sometimes worked

1 through her meal periods to keep up with the demands of work and to maintain the required
2 ratio of teachers to students at all times. Thus, Plaintiff and class members worked through
3 meal periods and/or had meal periods cut short or interrupted in order to handle their
4 workloads.

5 68. Fourth, Defendants required Plaintiff and class members to use their company-
6 issued walkie-talkies to communicate with supervisors and coworkers at all times, including
7 during unpaid meal periods. Defendants expected that Plaintiff and class members promptly
8 respond to calls at all times to discuss work-related matters. For example, during Plaintiff's
9 meal periods, Defendants' supervisors and coworkers would contact Plaintiff on her walkie-
10 talkie to discuss work-related matters, but did not compensate her for this time. Defendants
11 knew or should have known that Plaintiff and class members were being made to respond to
12 management while off-the-clock and during meal periods in order to meet Defendants'
13 expectations, but failed to compensate them for this time worked.

14 69. Fifth, on information and belief, Defendants maintained and implemented a
15 company-wide on-premises meal period policy, which mandated that Plaintiff and class
16 members remain on the work premises during their unpaid meal periods. Because Plaintiff
17 and class members were restricted from leaving the premises during meal periods, they were
18 denied the ability to use their meal periods freely for their own purposes. For example,
19 Plaintiff and class members were unable to run personal errands because they were unable to
20 leave the work premises. Thus, Defendants effectively maintained control over Plaintiff and
21 class members during their unpaid meal periods.

22 70. Sixth, on information and belief, because Defendants frowned upon employees
23 accruing meal period premiums, Defendants' management pressured employees to clock out
24 for meal periods and/or adjusted employee time records to reflect compliant meal periods,
25 even when they did not receive a compliant meal period. For example, Plaintiff would clock
26 out for her meal period but would work through her unpaid meal period, out of fear of being
27 disciplined by Defendants and/or Plaintiff's supervisor would edit Plaintiff's meal period
28 times on Plaintiff's timesheets to reflect compliant meal periods.

71. Defendants knew or should have known that as a result of these company-wide practices and/or policies, Plaintiff and class members were performing their assigned duties off-the-clock before and after their scheduled shifts and during meal periods, and were suffered or permitted to perform work for which they were not paid. Because Plaintiff and class members sometimes worked shifts of eight (8) hours a day or more or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay. Therefore, Plaintiff and class members were not paid overtime wages for all of the overtime hours they actually worked.

72. Defendants' failure to pay Plaintiff and class members the balance of overtime compensation as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Pursuant to California Labor Code section 1194, Plaintiff and class members are entitled to recover from Defendants their unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

SECOND CAUSE OF ACTION

**Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198—Unpaid
Minimum Wages
(Against all Defendants)**

73. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

74. At all relevant times, California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 provide that the minimum wage for employees fixed by the IWC is the minimum wage to be paid to employees, and the payment of a wage less than the minimum so fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 4-2001 as “the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.” Cal. Code Regs. Tit. 8, § 11040(2)(L) (defining “Hours Worked”).

75. First, as set forth above, as a result of Defendants' policy of limiting the amount of overtime employees could accrue, Defendants required Plaintiff and class members

1 to perform work off-the-clock. As stated, Defendants required Plaintiff and class members to
2 work outside of their scheduled shift start- and end-times, including organizing paperwork,
3 reviewing lesson plans with coworkers, and submitting and discussing lesson plans with
4 supervisors before clocking in, cleaning up the classroom, putting supplies away, and signing
5 timesheets after clocking out. Further, on information and belief, Defendants' management
6 would alter Plaintiff's and class members timesheets and shave off the time spent completing
7 assigned duties to avoid payment of additional wages.

8 76. Second, as stated, Defendants required Plaintiff and class members to drive to
9 and from Defendants' other jobsite locations to attend mandatory trainings or meetings while
10 off-the-clock. As a result, Defendants failed to track this time that Plaintiff and class members
11 spent working off-the-clock, and thus, Plaintiff and class members received no compensation
12 for this time.

13 77. Third, as also as set forth above, due to Defendants' company-wide policies
14 and/or practices of understaffing their jobsites, failing to schedule meal periods, requiring
15 employees to carry a company-issued walkie-talkie to respond to calls from supervisors and
16 coworkers at all times, and requiring employees to remain on work premises during meal
17 periods, Plaintiff and class members were impeded from taking all uninterrupted meal periods
18 to which they were entitled and were required to work off-the-clock during meal periods, have
19 their meal periods interrupted, and/or were otherwise not relieved of all duties during unpaid
20 meal periods.

21 78. Fourth, as stated above, to limit the meal period premiums that Defendants
22 would otherwise owe, Defendants pressured Plaintiff and class members to clock out for meal
23 periods and/or adjusted employee time records to reflect compliant meal periods, even when
24 meal periods were missed, short, and/or interrupted. Thus, Defendants systematically failed to
25 pay Plaintiff and class members for actual hours worked during unpaid meal periods because
26 these hours were not always correctly recorded.

27 79. Defendants did not pay minimum wages for all hours worked by Plaintiff and
28 class members. To the extent that these off-the-clock hours did not qualify for overtime

1 premium payment, Defendants did not pay at least minimum wages for those hours worked
2 off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and
3 1198.

4 80. Defendants' failure to pay Plaintiff and class members minimum wages violates
5 California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Pursuant to
6 California Labor Code section 1194.2, Plaintiff and class members are entitled to recover from
7 Defendants liquidated damages in an amount equal to the wages unlawfully unpaid and
8 interest thereon.

9 **THIRD CAUSE OF ACTION**

10 **Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198—Meal Period** 11 **Violations** 12 **(Against all Defendants)**

13 81. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
14 and every allegation set forth above.

15 82. At all relevant times herein set forth, California Labor Code section 512(a)
16 provides that an employer may not require, cause, or permit an employee to work for a period
17 of more than five (5) hours per day without providing the employee with a meal period of not
18 less than thirty (30) minutes, except that if the total work period per day of the employee is
19 not more than six (6) hours, the meal period may be waived by mutual consent of both the
20 employer and the employee. Under California law, first meal periods must start after no more
21 than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012).

22 83. At all relevant times herein set forth, California Labor Code sections 226.7,
23 512(a), 516, and 1198 provide that no employer shall require an employee to work during any
24 meal period mandated by an applicable order of the IWC.

25 84. At all relevant times herein set forth, Labor Code sections 226.7 and 512(a) and
26 the applicable IWC Wage Order also require employers to provide a second meal period of
27 not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an
28 employee one (1) additional hour of pay at the employee's regular rate, except that if the total

1 hours worked is no more than twelve (12) hours, the second meal period may be waived by
2 mutual consent of the employer and the employee only if the first meal period was not waived.

3 85. First, during the relevant time period, as stated, Defendants had, and continue
4 to have, a company-wide policy and/or practice of understaffing jobsite locations, such that
5 there were too few teachers to provide meal period coverage for Plaintiff and class members.
6 For example, as stated above, Defendants required at least one (1) teacher, such as Plaintiff, to
7 be in the classroom at all times for every 14 students. Because Defendants did not employ or
8 staff a sufficient number of teachers to supervise the number of students present on any given
9 day, there were often not enough teachers available to relieve employees needing meal period
10 coverage, and Plaintiff and class members were not always afforded timely, uninterrupted 30-
11 minute meal periods during shifts when they were entitled to receive a meal period.

12 86. Moreover, as stated, Defendants failed to schedule meal periods, which further
13 caused Plaintiff and class members to not be relieved of their duties for compliant meal
14 periods. As a result, Plaintiff and class members had to work through all or part of their meal
15 periods, had their meal periods interrupted, and/or had to wait extended periods of time before
16 taking meal periods. For example, as stated, Plaintiff sometimes missed her meal periods to
17 keep up with the demands of work and to maintain the required ratio of teachers to students at
18 all times. Further, Plaintiff sometimes took her meal periods late, after the fifth hour of work,
19 for the same reasons. Thus, Defendants failed to provide Plaintiff and class members with
20 compliant, 30-minute meal periods.

21 87. Second, as stated, Defendants had a policy and/or practice of requiring that
22 Plaintiff and class members carry their company-issued walkie-talkies at all times and
23 promptly respond to calls from supervisors and coworkers, even during meal periods. For
24 example, as stated, during Plaintiff's meal periods, Defendants' supervisors and coworkers
25 would contact Plaintiff on her company-issued walkie-talkie to discuss work-related matters.

26 88. Third, as stated above, on information and belief, during the relevant time
27 period, Defendants maintained and implemented a company-wide on-premises meal period
28 policy for employees, which mandated that Plaintiff and class members, remain on the work

1 premises during their meal periods. Because Plaintiff and class members were restricted from
2 leaving the premises during meal periods, they were denied the ability to use their meal
3 periods freely for their own purposes. Thus, Defendants effectively maintained control over
4 Plaintiff and class members during meal periods.

5 89. Fourth, as stated, because Defendants frowned upon employees accruing meal
6 period premiums, Defendants' management pressured employees to clock out for meal periods
7 and/or adjusted employee time records to reflect compliant meal periods, regardless of
8 whether they had received a compliant meal period or not, in order to strictly limit the meal
9 period premiums that would need to be paid by Defendants. For example, as stated, Plaintiff
10 was required to record that she had received compliant meal periods on shifts when she had
11 not, in fact, received these timely, uninterrupted meal periods and/or Plaintiff's supervisor
12 would edit Plaintiff's meal period times on Plaintiff's timesheets, to reflect compliant meal
13 periods even when they had not received compliant meal periods.

14 90. At all times herein mentioned, Defendants knew or should have known that, as
15 a result of these policies, Plaintiff and class members were prevented from being relieved of
16 all duties and were required to perform some of their assigned duties during meal periods.
17 Defendants further knew or should have known that Defendants did not pay Plaintiff and class
18 members all meal period premiums when meal periods were late, missed, shortened, or
19 interrupted.

20 91. Furthermore, Defendants engaged in a company-wide practice and/or policy of
21 not paying meal period premiums owed when compliant meal periods were not provided.
22 Because of this practice and/or policy, Plaintiff and class members have not received premium
23 pay for missed, late, and interrupted meal periods. As a result, Defendants failed to provide
24 Plaintiff and class members compliant meal periods in violation of California Labor Code
25 sections 226.7, 512(a), and 516 and failed to pay the full meal period premiums due.

26 92. Defendants' conduct violates the applicable IWC Wage Order, and California
27 Labor Code sections 226.7, 512(a), 516, and 1198. Plaintiff and class members are therefore
28 entitled to recover from Defendants one (1) additional hour of pay at the employee's regular

1 rate of compensation for each work day that the meal period was not provided.

2 **FOURTH CAUSE OF ACTION**

3 **Violation of California Labor Code §§ 226.7, 516, and 1198—Rest Period Violations**
4 **(Against all Defendants)**

5 93. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
6 and every allegation set forth above.

7 94. At all relevant times herein set forth, the applicable IWC Wage Order and
8 California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiff's and class
9 members' employment by Defendants.

10 95. At all relevant times, the applicable IWC Wage Order provides that "[e]very
11 employer shall authorize and permit all employees to take rest periods, which insofar as
12 practicable shall be in the middle of each work period" and that the "rest period time shall be
13 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
14 hours or major fraction thereof" unless the total daily work time is less than three and one-half
15 (3 ½) hours.

16 96. At all relevant times, California Labor Code section 226.7 provides that no
17 employer shall require an employee to work during any rest period mandated by an applicable
18 order of the California IWC. To comply with its obligation to authorize and permit rest
19 periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an
20 employer must "relinquish any control over how employees spend their break time, and
21 relieve their employees of all duties—including the obligation that an employee remain on
22 call. A rest period, in short, must be a period of rest." *Augustus v. ABM Security Services,*
23 *Inc.*, 2 Cal. 5th 257, 273 (2016). Pursuant to the applicable IWC Wage Order and California
24 Labor Code section 226.7(c), Plaintiff and class members are entitled to recover from
25 Defendants one (1) additional hour of pay at their regular rates of pay for each work day that a
26 required rest period was not authorized and permitted.

27 97. During the relevant time period, Defendants regularly failed to authorize and
28 permit Plaintiff and class members to take a ten (10) minute rest period per each four (4) hour

1 period worked or major fraction thereof. As with meal periods, Defendants' company-wide
2 policy and/or practice of understaffing resulted in a lack of rest period coverage and prevented
3 Plaintiff and class members from being relieved of all duty in order to take compliant rest
4 periods. Defendants also failed to schedule rest periods, which, coupled with Defendants'
5 requirement that employees respond to communications from management on their company-
6 issued walkie-talkies at all times, further led to Plaintiff and class members not being
7 authorized and permitted to take rest periods.

8 98. Furthermore, on information and belief, Defendants maintained a company-
9 wide on-premises rest period policy, which effectively required that Plaintiff and class
10 members remain on Defendants' premises during their rest periods. Because Plaintiff and
11 class members were restricted from leaving the premises during rest periods, they were denied
12 the ability to use their rest periods freely for their own purposes, such as running personal
13 errands. Thus, Defendants effectively maintained control over Plaintiff and class members
14 during rest periods.

15 99. As a result of Defendants' practices and policies, Plaintiff and class members
16 worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without
17 receiving all uninterrupted 10-minute rest periods to which they were entitled. For example,
18 Plaintiff had to forgo nearly all of her rest periods due to Defendants' failure to schedule rest
19 periods and the lack of coverage.

20 100. Defendants have also engaged in a systematic, company-wide practice and/or
21 policy of not paying rest period premiums owed when rest periods are not authorized and
22 permitted. Because of this practice and/or policy, Plaintiff and class members have not
23 received premium pay for all missed rest periods. As a result, Defendants denied Plaintiff and
24 class members rest periods and failed to pay them rest period premiums due, in violation of
25 Labor Code sections 226.7 and 516, and the applicable IWC Wage Order.

26 101. Defendants' conduct violates the applicable IWC Wage Order and California
27 Labor Code sections 226.7, 516, and 1198. Plaintiff and class members are therefore entitled
28 to recover from Defendants one (1) additional hour of pay at the employee's regular rate of

1 compensation for each work day that a compliant rest period was not authorized and
2 permitted.

3 **FIFTH CAUSE OF ACTION**

4 **Violation of California Labor Code §§ 226(a), 1174(d), and 1198—Non-Compliant Wage**
5 **Statements and Failure to Maintain Accurate Payroll Records**
6 **(Against all Defendants)**

7 102. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
8 and every allegation set forth above.

9 103. At all relevant times herein set forth, California Labor Code section 226(a)
10 provides that every employer shall furnish each of his or her employees an accurate and
11 complete itemized wage statement in writing, including, but not limited to, the name and
12 address of the legal entity that is the employer, the inclusive dates of the pay period, total
13 hours worked, and all applicable rates of pay.

14 104. At all relevant times, Defendants have knowingly and intentionally provided
15 Plaintiff and Subclass members with uniform, incomplete, and inaccurate wage statements.
16 For example, Defendants issued uniform wage statements to Plaintiff and Subclass members
17 that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all
18 applicable hourly rates in effect during the pay period, including rates of pay for overtime
19 wages, and the corresponding number of hours worked at each hourly rate. Specifically,
20 Defendants violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

21 105. Because Defendants did not accurately record the time Plaintiff and Subclass
22 members spent working off-the-clock and deducted time from their records for meal periods
23 that were interrupted and/or missed (and therefore time for which they should have been paid),
24 Defendants did not list the correct amount of gross wages and net wages earned by Plaintiff
25 and Subclass members in compliance with sections 226(a)(1) and 226(a)(5). For the same
26 reason, Defendants failed to accurately list the total number of hours worked by Plaintiff and
27 Subclass members in violation of section 226(a)(2), and failed to list the applicable hourly
28 rates of pay in effect during the pay period and corresponding accurate number of work hours

1 worked at each hourly rate in violation of section 226(a)(9).

2 106. The wage statement deficiencies also include, without limitation, failing to list
3 the number of piece-rate units earned and any applicable piece rate if the employee is paid on
4 a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period
5 for which employees were paid; failing to list the name of the employee and only the last four
6 digits of his or her social security number or an employee identification number other than a
7 social security number; failing to list the name and address of the legal entity that is the
8 employer; and/or failing to state all hours worked as a result of not recording or stating hours
9 worked off-the-clock.

10 107. California Labor Code section 1174(d) provides that “[e]very person employing
11 labor in this state shall . . . [k]eep a record showing the names and addresses of all employees
12 employed and the ages of all minors” and “[k]eep, at a central location in the state or at the
13 plants or establishments at which employees are employed, payroll records showing the hours
14 worked daily by and the wages paid to, and the number of piece-rate units earned by and any
15 applicable piece rate paid to, employees employed at the respective plants or
16 establishments” At all relevant times, and in violation of Labor Code section 1174(d),
17 Defendants willfully failed to maintain accurate payroll records for Plaintiff and Subclass
18 members showing the daily hours they worked and the wages paid thereto as a result of failing
19 to record the off-the-clock hours that they worked.

20 108. California Labor Code section 1198 provides that the maximum hours of work
21 and the standard conditions of labor shall be those fixed by the Labor Commissioner and as
22 set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he
23 employment of any employees for longer hours than those fixed by the order or under
24 conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC
25 Wage Order, employers are required to keep accurate time records showing when the
26 employee begins and ends each work period and meal period. During the relevant time
27 period, Defendants engaged in company-wide practices and/or policies of failing to record
28 actual hours worked (including falsifying time records by recording that compliant meal

1 periods were taken regardless of if or when meal periods were actually taken), and thereby
2 failed to keep accurate records of work period and meal period start and end times for Plaintiff
3 and Subclass members, in violation of section 1198.

4 109. Plaintiff and Subclass members are entitled to recover from Defendants the
5 greater of their actual damages caused by Defendants' failure to comply with California Labor
6 Code section 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per
7 employee.

8 **SIXTH CAUSE OF ACTION**

9 **Violation of California Labor Code §§ 201 and 202—Wages Not Timely Paid Upon**

10 **Termination**

11 **(Against all Defendants)**

12 110. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
13 and every allegation set forth above.

14 111. At all times relevant herein set forth, Labor Code sections 201 and 202 provide
15 that if an employer discharges an employee, the wages earned and unpaid at the time of
16 discharge are due and payable immediately, and that if an employee voluntarily leaves his or
17 her employment, his or her wages shall become due and payable not later than seventy-two
18 (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of
19 his or her intention to quit, in which case the employee is entitled to his or her wages at the
20 time of quitting.

21 112. Defendants had a company-wide practice and/or policy of paying departing
22 employees their final wages on the next regular pay cycle, instead of adhering to the time
23 requirements set forth in Labor Code sections 201 and 202. For example, Defendants
24 terminated Plaintiff on February 24, 2025; however, Defendants did not provide Plaintiff with
25 her final wages until February 27, 2025. Thus, Defendants failed to pay Plaintiff her final
26 wages immediately, in violation of California Labor code section 201.

27 113. Additionally, Defendants willfully failed to pay Plaintiff and class members
28 who are no longer employed by Defendants the earned and unpaid wages set forth above,

1 including but not limited to, overtime wages, minimum wages, and/or meal and rest period
2 premiums, either at the time of discharge, or within seventy-two (72) hours of their leaving
3 Defendants' employ.

4 114. Defendants' failure to pay Plaintiff and class members who are no longer
5 employed by Defendants their wages earned and unpaid at the time of discharge, or within
6 seventy-two (72) hours of their leaving Defendants' employ, violates Labor Code sections 201
7 and 202. Plaintiff and class members are therefore entitled to recover from Defendants the
8 statutory penalty wages for each day they were not paid, at their regular rate of pay, up to a
9 thirty (30) day maximum pursuant to California Labor Code section 203.

10 **SEVENTH CAUSE OF ACTION**

11 **Violation of California Labor Code § 204—Failure to Timely Pay Wages During** 12 **Employment** 13 **(Against all Defendants)**

14 115. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
15 and every allegation set forth above.

16 116. This cause of action is dependent upon, and wholly derivative of, the overtime
17 wages, minimum wages, and/or meal and rest period premiums that were not timely paid to
18 Plaintiff and class members during their employment.

19 117. At all times relevant herein set forth, Labor Code section 204 provides that all
20 wages earned by any person in any employment between the first (1st) and the fifteenth (15th)
21 days, inclusive, of any calendar month, other than those wages due upon termination of an
22 employee, are due and payable between the sixteenth (16th) and the twenty-sixth (26th) day of
23 the month during which the labor was performed. Labor Code section 204 further provides
24 that all wages earned by any person in any employment between the sixteenth (16th) and the
25 last day, inclusive, of any calendar month, other than those wages due upon termination of an
26 employee, are due and payable between the first (1st) and the tenth (10th) day of the following
27 month.

28 118. At all times relevant herein, Labor Code section 204 provides that all wages

1 earned for labor in excess of the normal work period shall be paid no later than the payday for
2 the next regular payroll period. Alternatively, at all times relevant herein, Labor Code section
3 204 provides that the requirements of this section are deemed satisfied by the payment of
4 wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than
5 seven (7) calendar days following the close of the payroll period.

6 119. During the relevant time period, Defendants willfully failed to pay Plaintiff and
7 class members all wages due including, but not limited to, overtime wages, minimum wages,
8 meal and rest period premiums, and/or reporting time pay, within the time periods specified
9 by California Labor Code section 204.

10 120. Defendants' failure to pay Plaintiff and class members all wages due violates
11 Labor Code section 204. Plaintiff and class members are therefore entitled to recover from
12 Defendants the statutory penalty wages pursuant to California Labor Code section 210.

13 **EIGHTH CAUSE OF ACTION**

14 **Violation of California Labor Code § 2802—Unpaid Business-Related Expenses** 15 **(Against all Defendants)**

16 121. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
17 and every allegation set forth above.

18 122. At all times herein set forth, California Labor Code section 2802 provides that
19 an employer must reimburse employees for all necessary expenditures and losses incurred by
20 the employee in the performance of his or her job. The purpose of Labor Code section 2802 is
21 to prevent employers from passing off their cost of doing business and operating expenses on
22 to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144
23 (2014). The applicable wage order, IWC Wage Order No. 4-2001, provides that: "[w]hen
24 tools or equipment are required by the employer or are necessary to the performance of a job,
25 such tools and equipment shall be provided and maintained by the employer, except that an
26 employee whose wages are at least two (2) times the minimum wage provided herein may be
27 required to provide and maintain hand tools and equipment customarily required by the trade
28 or craft."

1 123. During the relevant time period, Defendants, on a company-wide basis,
2 required Plaintiff and class members to use their personal mobile devices, including, but not
3 limited to, cellular phones, and/or mobile data to carry out their job duties but failed to
4 reimburse them for the costs of their work-related mobile device and/or mobile data expenses.
5 For example, Plaintiff was required to use her personal cellular phone to communicate with
6 her managers and coworkers, for researching childcare activities and reviewing lesson plans,
7 and for timekeeping. Although Defendants required Plaintiff and class members to use their
8 personal mobile devices and mobile data to carry out their work-related duties, Defendants
9 failed to reimburse them for their costs incurred.

10 124. Additionally, Defendants, on a company-wide basis, required that Plaintiff and
11 class members use their own personal vehicles or obtain alternative transportation to attend
12 employee meetings and trainings. For example, throughout Plaintiff's employment with
13 Defendants, Plaintiff was required to coordinate her own rideshare to travel from her home in
14 Sacramento to Defendants' other jobsite location in Elk Grove, California, to attend employee
15 meetings and trainings. On average, Plaintiff incurred approximately \$40 in rideshare
16 expenses each time, but was not reimbursed for her travel expenses. Although Defendants
17 required Plaintiff and class members to utilize their personal vehicles or obtain alternative
18 transportation to carry out their work-related responsibilities, Defendants failed to reimburse
19 them for their mileage or travel expenses.

20 125. Further, during the relevant time period, Defendants required Plaintiff and class
21 members to purchase supplies and equipment necessary for the performance of their duties,
22 but failed to reimburse them for their out-of-pocket costs. For example, Plaintiff spent
23 approximately \$400 on school supplies, toys, and games for engaging with her students,
24 because Defendants failed to provide her with the necessary supplies which were required for
25 her to complete her assigned duties.

26 126. Defendants could have provided Plaintiff and class members with the actual
27 equipment for use on the job, such as company mobile devices, company vehicles, and
28 supplies and equipment; or Defendants could have reimbursed employees for the costs of their

mobile device usage, mileage and travel expenses, and supply and equipment expenses. Instead, Defendants passed these operating costs onto Plaintiff and class members. At all relevant times, Plaintiff did not earn at least two (2) times the minimum wage.

127. Defendants' company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred and passing on their operating costs to Plaintiff and class members violates California Labor Code section 2802. Defendants have intentionally and willfully failed to reimburse Plaintiff and class members for necessary business-related expenses and costs.

128. Pursuant to California Labor Code section 2802, Plaintiff and class members are entitled to recover from Defendants their business-related expenses incurred during the course and scope of their employment, plus interest, costs, and attorneys' fees.

NINTH CAUSE OF ACTION

For Civil Penalties Pursuant to California Labor Code §§ 2698, *et seq.*

(Against all Defendants)

129. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

130. California Labor Code sections 2698, *et seq.* permit Plaintiff to recover civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 1174(d), and 1198. Labor Code section 2699.3(c) permits aggrieved employees, including Plaintiff, to recover civil penalties for violations of those Labor Code sections not found in section 2699.5, including sections 226(a), 226.7, 510, 512(a), 516, 1182.12, 1194, 1197, 1197.1, and 2802.

131. Defendants' conduct, as alleged herein, violates numerous sections of the California Labor Code, including, but not limited to, the following:

- (a) Violation of Labor Code sections 510 and 1198, and the applicable IWC Wage Order for Defendants' failure to compensate Plaintiff and other aggrieved employees with all required overtime pay, as alleged herein;
- (b) Violation of Labor Code sections 1182.12, 1194, 1197, 1197.1, and

1198, and the applicable IWC Wage Order for Defendants' failure to compensate Plaintiff and other aggrieved employees with at least minimum wages for all hours worked, as alleged herein;

(c) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order for Defendants' failure to provide Plaintiff and other aggrieved employees with meal periods, as alleged herein;

(d) Violation of Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order for Defendants' failure to authorize and permit Plaintiff and other aggrieved employees to take rest periods, as alleged herein;

(e) Violation of Labor Code sections 226(a) and 1198, and the applicable IWC Wage Order for failure to provide accurate and complete wage statements to Plaintiff and other aggrieved employees, as alleged herein;

(f) Violation of Labor Code sections 1174(d) and 1198, and the applicable IWC Wage Order for failure to maintain payroll records, as alleged herein;

(g) Violation of Labor Code sections 201 and 202 for failure to pay all earned wages upon termination, as alleged herein;

(h) Violation of Labor Code section 204 for failure to pay all earned wages during employment, as alleged herein; and

(i) Violation of Labor Code section 2802 for failure to reimburse Plaintiff and other aggrieved employees for all business expenses necessarily incurred, as alleged herein.

132. Therefore, Plaintiff and other aggrieved employees are entitled to recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (k).

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1 **TENTH CAUSE OF ACTION**

2 **Violation of California Business & Professions Code §§ 17200, *et seq.* –**

3 **Unlawful Business Practices**

4 **(Against all Defendants)**

5 133. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
6 and every allegation set forth above.

7 134. Defendants are “persons” as defined by California Business & Professions
8 Code section 17201, as they are corporations, firms, partnerships, joint stock companies,
9 and/or associations.

10 135. Defendants’ conduct, as alleged herein, has been, and continues to be, unfair,
11 unlawful and harmful to Plaintiff, class members, and to the general public. Plaintiff has
12 suffered injury in fact and has lost money as a result of Defendants’ unlawful business
13 practices. Plaintiff seeks to enforce important rights affecting the public interest within the
14 meaning of Code of Civil Procedure section 1021.5.

15 136. Defendants’ activities, as alleged herein, are violations of California law, and
16 constitute unlawful business acts and practices in violation of California Business &
17 Professions Code sections 17200, *et seq.*

18 137. A violation of California Business & Professions Code sections 17200, *et seq.*
19 may be predicated on the violation of any state or federal law. In the instant case, Defendants’
20 policies and practices have violated state law in at least the following respects:

- 21 (a) Requiring non-exempt, hourly paid employees, including Plaintiff and
22 class members, to work overtime without paying them proper
23 compensation in violation of California Labor Code sections 510 and
24 1198, and the applicable IWC Wage Order, as alleged herein;
- 25 (b) Failing to pay at least minimum wage to Plaintiff and class members in
26 violation of California Labor Code sections 1182.12, 1194, 1197,
27 1197.1, and 1198, and the applicable IWC Wage Order, as alleged
28 herein;

- 1 (c) Failing to provide all meal periods to Plaintiff and class members in
2 violation of California Labor Code sections 226.7, 512(a), 516, and
3 1198, and the applicable IWC Wage Order, as alleged herein;
- 4 (d) Failing to authorize and permit Plaintiff and class members to take all
5 rest periods in violation of California Labor Code sections 226.7, 516,
6 and 1198, and the applicable IWC Wage Order, as alleged herein;
- 7 (e) Failing to provide Plaintiff and class members with accurate wage
8 statements and failing to maintain accurate payroll records in violation
9 of California Labor Code sections 226(a), 1174(d), and 1198, and the
10 applicable IWC Wage Order, as alleged herein;
- 11 (f) Failing timely to pay all earned wages to Plaintiff and class members in
12 violation of California Labor Code section 204, as alleged herein; and
- 13 (g) Failing to reimburse Plaintiff and class members for all business
14 expenses necessarily incurred in violation of California Labor Code
15 section 2802, as alleged herein.

16 138. As a result of the violations of California law herein described, Defendants
17 unlawfully gained an unfair advantage over other businesses. Plaintiff and class members
18 have suffered pecuniary loss by Defendants' unlawful business acts and practices alleged
19 herein.

20 139. Pursuant to California Business & Professions Code sections 17200, *et seq.*,
21 Plaintiff and class members are entitled to restitution of the wages withheld and retained by
22 Defendants during a period that commences four years prior to the filing of the initial
23 complaint; a permanent injunction requiring Defendants to pay all outstanding wages due to
24 Plaintiff and class members; and an award of attorneys' fees pursuant to California Code of
25 Civil Procedure section 1021.5 and other applicable laws; and an award of costs.

26 //

27 //

28 //

1 **ELEVENTH CAUSE OF ACTION**

2 **Violation of California Business & Professions Code §§ 17200, *et seq.* –**

3 **Unfair Business Practices**

4 **(Against all Defendants)**

5 140. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
6 and every allegation set forth above.

7 141. Defendants are “persons” as defined by California Business & Professions
8 Code section 17201, as they are corporations, firms, partnerships, joint stock companies,
9 and/or associations.

10 142. Defendants’ conduct, as alleged herein, has been, and continues to be, unfair,
11 and harmful to Plaintiff, class members, and to the general public. Plaintiff has suffered
12 injury in fact and has lost money as a result of Defendants’ unfair business practices. Plaintiff
13 seeks to enforce important rights affecting the public interest within the meaning of Code of
14 Civil Procedure section 1021.5.

15 143. Defendants’ activities, namely Defendants’ company-wide practice and/or
16 policy of not paying Plaintiff and class members all meal and rest period premiums due to
17 them under Labor Code section 226.7, deprived Plaintiff and class members of the
18 compensation guarantee and enhanced enforcement implemented by section 226.7. The
19 statutory remedy provided by section 226.7 is a “‘dual-purpose’ remedy intended primarily to
20 compensate employees, and secondarily to shape employer conduct.” *Safeway, Inc. v.*
21 *Superior Court*, 238 Cal. App 4th 1138, 1149 (2015). The statutory benefits of section 226.7
22 were guaranteed to Plaintiff and class members as part of their employment with Defendants,
23 and thus Defendants’ practice and/or policy of denying these statutory benefits constitutes an
24 unfair business practice in violation of California Business & Professions Code sections
25 17200, *et seq.* (*Id.*)

26 144. A violation of California Business & Professions Code sections 17200, *et seq.*
27 may be predicated on any unfair business practice. In the instant case, Defendants’ policies
28 and practices have violated the spirit of California’s meal and rest period laws and constitute

1 acts against the public policy behind these laws.

2 145. Pursuant to California Business & Professions Code sections 17200, *et seq.*,
3 Plaintiff and class members are entitled to restitution for the class-wide loss of the statutory
4 benefits implemented by section 226.7 withheld and retained by Defendants during a period
5 that commences four years prior to the filing of the initial complaint; a permanent injunction
6 requiring Defendants to pay all statutory benefits implemented by section 226.7 due to
7 Plaintiff and class members; an award of attorneys' fees pursuant to California Code of Civil
8 Procedure section 1021.5 and other applicable laws; and an award of costs.

9 **REQUEST FOR JURY TRIAL**

10 Plaintiff requests a trial by jury.

11 **PRAYER FOR RELIEF**

12 Plaintiff, on behalf of all others similarly situated, prays for relief and judgment
13 against Defendants, jointly and severally, as follows:

14 1. For damages, unpaid wages, penalties, injunctive relief, and attorneys' fees in
15 excess of twenty-five thousand dollars (\$35,000), exclusive of interest and costs. Plaintiff
16 reserves the right to amend her prayer for relief to seek a different amount.

17 **Class Certification**

- 18 2. That this case be certified as a class action;
19 3. That Plaintiff be appointed as the representative of the Class and Subclass;
20 4. That counsel for Plaintiff be appointed as class counsel.

21 **As to the First Cause of Action**

22 5. That the Court declare, adjudge, and decree that Defendants violated California
23 Labor Code sections 510 and 1198, and the applicable IWC Wage Order by willfully failing to
24 pay all overtime wages due to Plaintiff and class members;

25 6. For general unpaid wages at overtime wage rates and such general and special
26 damages as may be appropriate;

27 7. For pre-judgment interest on any unpaid overtime compensation commencing
28 from the date such amounts were due, or as otherwise provided by law;

8. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code section 1194(a); and

9. For such other and further relief as the Court may deem equitable and appropriate.

As to the Second Cause of Action

10. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, and the applicable IWC Wage Order by willfully failing to pay minimum wages to Plaintiff and class members;

11. For general unpaid wages and such general and special damages as may be appropriate;

12. For pre-judgment interest on any unpaid compensation from the date such amounts were due, or as otherwise provided by law;

13. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code section 1194(a);

14. For liquidated damages pursuant to California Labor Code section 1194.2; and

15. For such other and further relief as the Court may deem equitable and appropriate.

As to the Third Cause of Action

16. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order by willfully failing to provide all meal periods to Plaintiff and class members;

17. That the Court make an award to the Plaintiff and class members of one (1) hour of pay at each employee's regular rate of pay for each workday that a meal period was not provided;

18. For all actual, consequential, and incidental losses and damages, according to proof;

19. For premiums pursuant to California Labor Code section 226.7(c);

20. For pre-judgment interest on any unpaid meal period premiums from the date

such amounts were due, or as otherwise provided by law;

21. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

22. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fourth Cause of Action

23. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order by willfully failing to authorize and permit Plaintiff and class members to take all rest periods;

24. That the Court make an award to the Plaintiff and class members of one (1) hour of pay at each employee's regular rate of pay for each workday that a rest period was not authorized and permitted;

25. For all actual, consequential, and incidental losses and damages, according to proof;

26. For premiums pursuant to California Labor Code section 226.7(c);

27. For pre-judgment interest on any unpaid rest period premiums from the date such amounts were due, or as otherwise provided by law;

28. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

29. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fifth Cause of Action

30. That the Court declare, adjudge and decree that Defendants violated the recordkeeping provisions of California Labor Code section 226(a) and the applicable IWC Wage Order as to Plaintiff and Subclass members, and willfully failed to provide accurate itemized wage statements thereto;

31. For all actual, consequential, and incidental losses and damages, according to proof;

- 1 32. For injunctive relief pursuant to California Labor Code section 226(h);
2 33. For statutory penalties pursuant to California Labor Code section 226(e);
3 34. For attorneys' fees and costs pursuant to California Labor Code section
4 226(e)(1); and
5 35. For such other and further relief as the Court may deem equitable and
6 appropriate.

7 **As to the Sixth Cause of Action**

- 8 36. That the Court declare, adjudge and decree that Defendants violated California
9 Labor Code sections 201 and 202 by willfully failing to pay overtime wages, minimum wages,
10 and/or meal and rest period premiums owed at the time of termination of the employment of
11 Plaintiff and other terminated class members;
12 37. For all actual, consequential and incidental losses and damages, according to
13 proof;
14 38. For waiting time penalties according to proof pursuant to California Labor
15 Code section 203 for all employees who have left Defendants' employ;
16 39. For pre-judgment interest on any unpaid wages from the date such amounts
17 were due, or as otherwise provided by law;
18 40. For attorneys' fees pursuant to California Code of Civil Procedure section
19 1021.5, or as otherwise provided by law; and
20 41. For such other and further relief as the Court may deem equitable and
21 appropriate.

22 **As to the Seventh Cause of Action**

- 23 42. That the Court declare, adjudge and decree that Defendants violated California
24 Labor Code section 204 by willfully failing to timely pay Plaintiff and class members
25 overtime wages, minimum wages, and/or meal and rest period premiums during their
26 employment;
27 43. For all actual, consequential and incidental losses and damages, according to
28 proof;

44. For statutory penalties according to proof pursuant to California Labor Code section 210;

45. For pre-judgment interest on any unpaid wages from the date such amounts were due, or as otherwise provided by law;

46. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

47. For such other and further relief as the Court may deem equitable and appropriate.

As to the Eighth Cause of Action

48. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 2802 by willfully failing to reimburse and/or indemnify all business-related expenses and costs incurred by Plaintiff and class members;

49. For unpaid business-related expenses and such general and special damages as may be appropriate;

50. For pre-judgment interest on any unpaid business-related expenses from the date such amounts were due pursuant to California Labor Code section 2802(b), or as otherwise provided by law;

51. For all actual, consequential, and incidental losses and damages, according to proof;

52. For attorneys' fees and costs pursuant to California Labor Code section 2802(c), or as otherwise provided by law; and

53. For such other and further relief as the Court may deem equitable and appropriate.

As to the Ninth Cause of Action

54. That the Court declare, adjudge and decree that Defendants violated the following California Labor Code provisions as to Plaintiff and/or other aggrieved employees: 510 and 1198 (by failing to pay all overtime compensation); 1182.12, 1194, 1197, 1197.1, and 1198 (by failing to pay at least minimum wages for all hours worked); 226.7, 512(a), 516, and

1 1198 (by failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize and
2 permit all rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage
3 statements and maintain accurate payroll records); 201 and 202 (by failing to timely pay all
4 earned wages upon termination); 204 (by failing to timely pay all earned wages during
5 employment); and 2802 (by failing to reimburse business expenses);

6 55. For civil penalties pursuant to the California Labor Code sections 210, 226.3,
7 256, 558, 1174.5, and/or 2699(a), (f), and (k), for violations of California Labor Code sections
8 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198,
9 and 2802;

10 56. For injunctive relief pursuant to California Labor Code sections 1194.5 and/or
11 2699(k) to bring Defendants into compliance with the requirements of California Labor Code
12 sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1,
13 1198, and 2802;

14 57. For attorneys' fees and costs pursuant to California Labor Code sections 1194.5
15 and/or 2699(k)(1), and any and all other relevant statutes, for Defendants' violations of
16 California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d),
17 1182.12, 1194, 1197, 1197.1, 1198, and 2802;

18 58. For pre-judgment and post-judgment interest as provided by law; and

19 59. For such other and further relief as the Court may deem equitable and
20 appropriate.

21 **As to the Tenth Cause of Action**

22 60. That the Court declare, adjudge and decree that Defendants' conduct of failing
23 to provide Plaintiff and class members all overtime wages due to them, failing to provide
24 Plaintiff and class members all minimum wages due to them, failing to provide Plaintiff and
25 class members all meal periods, failing to authorize and permit Plaintiff and class members to
26 take all rest periods, failing to provide Plaintiff and class members accurate and complete
27 wage statements, failing to maintain accurate payroll records for Plaintiff and class members,
28 failing to timely pay Plaintiff and class members all earned wages during employment, and

1 failing to reimburse Plaintiff and class members for business-related expenses, constitutes an
2 unlawful business practice in violation of California Business and Professions Code sections
3 17200, *et seq.*;

4 61. For restitution of unpaid wages to Plaintiff and all class members and
5 prejudgment interest from the day such amounts were due and payable;

6 62. For the appointment of a receiver to receive, manage and distribute any and all
7 funds disgorged from Defendants and determined to have been wrongfully acquired by
8 Defendants as a result of violations of California Business & Professions Code sections
9 17200, *et seq.*;

10 63. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
11 California Code of Civil Procedure section 1021.5; and

12 64. For such other and further relief as the Court may deem equitable and
13 appropriate.

14 **As to the Eleventh Cause of Action**

15 65. That the Court declare, adjudge and decree that Defendants' conduct of denying
16 Plaintiff and class members the statutory benefits guaranteed under section 226.7 constitutes
17 an unfair business practice in violation of California Business and Professions Code sections
18 17200, *et seq.*;

19 66. For restitution of the statutory benefits under section 226.7 unfairly withheld
20 from Plaintiff and class members and prejudgment interest from the day such amounts were
21 due and payable;

22 67. For the appointment of a receiver to receive, manage and distribute any and all
23 funds disgorged from Defendants and determined to have been wrongfully acquired by
24 Defendants as a result of violations of California Business & Professions Code sections
25 17200, *et seq.*;

26 68. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
27 California Code of Civil Procedure section 1021.5;

28 69. For pre-judgment and post-judgment interest as provided by law; and

1 70. For such other and further relief as the Court may deem equitable and
2 appropriate.

3

4 Dated: October 14, 2025

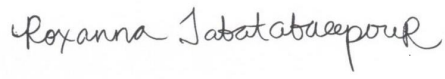
Respectfully submitted,

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Capstone Law APC

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By: 

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Roxanna Tabatabaeepour

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Ryan Tish

Alexander Wallin

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Attorneys for Plaintiff Bobbie Ceasear

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EXHIBIT “1”



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Los Angeles, California 90067
310.556.4811 Main | 310.943.0396 Fax

ALEXANDER LIMA
310.712.8154 Direct
Alexander.Lima@capstonelawyers.com

July 1, 2025

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.govfa.net/411>)

Subject: *Bobbie Ceasear v. Kindercare Education LLC, et al.*

Dear PAGA Administrator:

This office represents Bobbie Ceasear in connection with her claims under the California Labor Code. Ms. Ceasear was an employee of KINDERCARE EDUCATION LLC; KCE CHAMPIONS LLC; KINDERCARE LEARNING CENTERS LLC; and/or KINDERCARE EDUCATION AT WORK LLC. For the purpose of this letter, Ms. Ceasear collectively refers to these entities as "KINDERCARE."

The employers may be contacted directly at the addresses below:

KINDERCARE EDUCATION LLC
5005 MEADOWS ROAD, SUITE 200
LAKE OSWEGO, OR 97035

KCE CHAMPIONS LLC
5005 MEADOWS ROAD, SUITE 200
LAKE OSWEGO, OR 97035

KINDERCARE LEARNING CENTERS LLC
5005 MEADOWS ROAD, SUITE 200
LAKE OSWEGO, OR 97035

KINDERCARE EDUCATION AT WORK LLC
5005 MEADOWS ROAD, SUITE 200
LAKE OSWEGO, OR 97035

Ms. Ceasear intends to seek civil penalties, attorneys' fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Ms. Ceasear seeks relief on behalf of herself, the State of California, and other persons who are or were employed by KINDERCARE as a non-exempt, hourly paid employee in California and who received at least one wage statement ("aggrieved employees"). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

KINDERCARE employed Ms. Ceasear as an hourly paid, non-exempt employee from approximately June 2024 to February 2025. Ms. Ceasear worked for KINDERCARE as a Teacher at its Champions at Union House and Champions at Arnold Adreani Elementary after school programs located in Sacramento, California. During her employment, Ms. Ceasear typically worked four (4) to eight (8)

hours or more per day and five (5) days per week. By the end of her employment, Ms. Ceasear was compensated approximately \$21.50 per hour. Her job duties included, without limitation, supporting elementary-aged children in after school programs, creating and managing classroom activities, and ensuring compliant with health and safety regulations.

KINDERCARE committed each of the following Labor Code violations against Ms. Ceasear, the facts and theories of which follow, making her an “aggrieved employee” pursuant to California Labor Code section 2699(c)(1):¹

KINDERCARE’s Company-Wide and Uniform Payroll and HR Practices

KINDERCARE EDUCATION LLC; KCE CHAMPIONS LLC; and KINDERCARE LEARNING CENTERS LLC, are Delaware limited liability companies; while KINDERCARE EDUCATION AT WORK LLC, is a California limited liability company. Together, they are leading providers of early childhood education and care services in the United States, operating a network of childcare centers, before- and after-school programs, and employer-sponsored childcare facilities across California. Upon information and belief, KINDERCARE maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Lake Oswego, Oregon, for all non-exempt, hourly paid employees working for KINDERCARE in California, including Ms. Ceasear and other aggrieved employees. At all relevant times, KINDERCARE issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Ms. Ceasear and other aggrieved employees, regardless of their location or position.

Upon information and belief, KINDERCARE maintains a centralized Payroll department at its corporate headquarters in Lake Oswego, Oregon, which processes payroll for all non-exempt, hourly paid employees working for KINDERCARE in California, including Ms. Ceasear and other aggrieved employees. Further, KINDERCARE issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees working in California, including Ms. Ceasear and other aggrieved employees, irrespective of their location, position, or manner in which each employee’s employment ended. In other words, KINDERCARE utilized the same methods and formulas when calculating wages due to Ms. Ceasear and other aggrieved employees in California.

Violation of California Labor Code §§ 510 and 1198 – Unpaid Overtime

California Labor Code sections 510 and 1198 and the applicable Industrial Welfare Commission (“IWC”) Wage Order require employers to pay employees working more than eight (8) hours in a day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek. The applicable IWC Wage Order further provides that employers are required to pay employees working more than twelve (12) hours in a day overtime compensation at a rate of

¹ These facts, theories, and claims are based on Ms. Ceasear’s experience and counsel’s review of those records currently available relating to Ms. Ceasear’s employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law’s requirements, the employer misinformed its employee of the law’s requirements, or because the employer effectively hid the violations). Thus, Ms. Ceasear reserves the right to supplement this letter with additional facts, theories, and claims if she becomes aware of them subsequent to the submission of this letter.

two (2) times their regular rate of pay. An employee's regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

KINDERCARE willfully failed to pay all overtime wages owed to Ms. Ceasear and other aggrieved employees. During the relevant time period, Ms. Ceasear and other aggrieved employees were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were not recorded.

First, KINDERCARE had, and continues to have, a company-wide policy and/or practice of discouraging and impeding Ms. Ceasear and other aggrieved employees from recording hours worked that were outside of their scheduled shifts in order to limit the amount of overtime employees could accrue. This policy of limiting overtime led Ms. Ceasear and other aggrieved employees to work off-the-clock outside of their scheduled shift times. Specifically, KINDERCARE's management pressured Ms. Ceasear and other aggrieved employees to record their scheduled shift start-times and shift end-times instead of their actual hours worked to limit the overtime hours employees were eligible to be compensated for. Because KINDERCARE discouraged overtime accrual, Ms. Ceasear and other aggrieved employees were required to complete assigned tasks outside of their scheduled shifts without being compensated for the time they worked.

For example, Ms. Ceasear was regularly required to begin working about 20 minutes prior to her scheduled shift-start time before she was allowed to clock in for the day, completing tasks such as organizing paperwork, reviewing lesson plans with coworkers, and submitting and discussing her lesson plans with her supervisor. Additionally, Ms. Ceasear was also sometimes required to continue working after she had clocked out at her scheduled shift-end time, performing closing duties such as cleaning up the classroom, putting supplies away, and signing timesheets before she was able to leave for the day. Moreover, upon information and belief, KINDERCARE's management would subsequently shave off some of the time Ms. Ceasear and other aggrieved employees spent completing assigned duties before and after their scheduled shifts to avoid payment of additional wages. As a result, when Ms. Ceasear was required to begin working prior to her scheduled shift start-time or remain at work past her scheduled shift end-time, she was not paid for all of her hours actually worked because KINDERCARE's managers did not accurately record all hours worked.

Second, KINDERCARE had, and continues to have, a company-wide policy and/or practice requiring Ms. Ceasear and other aggrieved employees to drive to KINDERCARE's other locations to attend mandatory trainings and meetings, but did not compensate them for their travel time. For example, throughout her employment with KINDERCARE, Ms. Ceasear was required to drive from her home in Sacramento, California to KINDERCARE's other jobsite located in Elk Grove, California, to attend mandatory trainings and meetings. Ms. Ceasear spent 30 minutes or more driving to KINDERCARE's other jobsite location while off-the-clock. Thus, KINDERCARE failed to track all of the time that employees spent performing work-related tasks outside of their shifts, and Ms. Ceasear and other aggrieved employees received no compensation for this time.

Third, upon information and belief, KINDERCARE had, and continues to have, a company-wide policy and/or practice of understaffing its jobsites, such that there were too few teachers to provide meal period coverage for Ms. Ceasear and other aggrieved employees. For example, KINDERCARE required at least one (1) teacher, such as Ms. Ceasear, to be in the classroom at all times for every 14 students. Because KINDERCARE did not employ or staff a sufficient number of teachers to

supervise the number of students present on any given day, there were often not enough teachers available to relieve employees needing meal period coverage, and Ms. Ceasear and other aggrieved employees were not always afforded uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal period. Moreover, KINDERCARE had a practice of failing to schedule meal periods, which further caused Ms. Ceasear and other aggrieved employees to not be relieved of their duties for compliant meal periods. For example, Ms. Ceasear sometimes worked through her meal periods to keep up with the demands of work and to maintain the required ratio of teachers to students at all times. Thus, Ms. Ceasear and other aggrieved employees worked through meal periods and/or had meal periods cut short or interrupted in order to handle their workloads.

Fourth, KINDERCARE required Ms. Ceasear and other aggrieved employees to use their company-issued walkie-talkies to communicate with supervisors and coworkers at all times, including during unpaid meal periods. KINDERCARE expected that Ms. Ceasear and other aggrieved employees promptly respond to calls at all times to discuss work-related matters. For example, during Ms. Ceasear's meal periods, KINDERCARE's supervisors and coworkers would contact Ms. Ceasear on her walkie-talkie to discuss work-related matters, but did not compensate her for this time. KINDERCARE knew or should have known that Ms. Ceasear and other aggrieved employees were being made to respond to management while off-the-clock and during meal periods in order to meet KINDERCARE's expectations, but failed to compensate them for this time worked.

Fifth, on information and belief, KINDERCARE maintained and implemented a company-wide on-premises meal period policy, which mandated that Ms. Ceasear and other aggrieved employees remain on the work premises during their unpaid meal periods. Because Ms. Ceasear and other aggrieved employees were restricted from leaving the premises during meal periods, they were denied the ability to use their meal periods freely for their own purposes. For example, Ms. Ceasear and other aggrieved employees were unable to run personal errands because they were unable to leave the work premises. Thus, KINDERCARE effectively maintained control over Ms. Ceasear and other aggrieved employees during their unpaid meal periods.

Sixth, on information and belief, because KINDERCARE frowned upon employees accruing meal period premiums, KINDERCARE's management pressured employees to clock out for meal periods and/or adjusted employee time records to reflect compliant meal periods, even when they did not receive a compliant meal period. For example, Ms. Ceasear would clock out for her meal period but would work through her unpaid meal period, out of fear of being disciplined by KINDERCARE and/or Ms. Ceasear's supervisor would edit Ms. Ceasear's meal period times on Ms. Ceasear's timesheets to reflect compliant meal periods.

KINDERECARE knew or should have known that as a result of these company-wide practices and/or policies, Ms. Ceasear and other aggrieved employees were performing their assigned duties off-the-clock before and after their scheduled shifts and during meal periods, and were suffered or permitted to perform work for which they were not paid. Because Ms. Ceasear and other aggrieved employees worked shifts of eight (8) hours or more a day, or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay. Therefore, Ms. Ceasear and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked.

KINDERECARE's failure to pay Ms. Ceasear and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Ms. Ceasear and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring

KINDERCARE into compliance with the applicable IWC Wage Order and Labor Code sections 510 and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 – Unpaid Minimum Wages

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in Wage Order No. 4-2001 as “the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.” Cal. Code Regs. Tit. 8, § 11040(2)(L) (defining “Hours Worked”).

First, as set forth above, as a result of KINDERCARE’s policy of limiting the amount of overtime employees could accrue, KINDERCARE required Ms. Ceasear and other aggrieved employees to perform work off-the-clock. As stated, KINDERCARE required Ms. Ceasear and other aggrieved employees to work outside of their scheduled shift start- and end-times, including organizing paperwork, reviewing lesson plans with coworkers, submitting and discussing lesson plans with supervisors before clocking in, cleaning up the classroom, putting supplies away, and signing timesheets after clocking out. Further, on information and belief, KINDERCARE’s management would alter Ms. Ceasear’s and other aggrieved employees’ timesheets and shave off the time spent completing assigned duties to avoid payment of additional wages.

Second, as stated, KINDERCARE required Ms. Ceasear and other aggrieved employees to drive to and from KINDERCARE’s other jobsite locations to attend mandatory trainings or meetings while off-the-clock. As a result, KINDERCARE failed to track this time that Ms. Ceasear and other aggrieved employees spent working off-the-clock, and thus, Ms. Ceasear and other aggrieved employees received no compensation for this time.

Third, as also as set forth above, due to KINDERCARE’s company-wide policies and/or practices of understaffing its jobsites, failing to schedule meal periods, requiring employees to carry a company-issued walkie-talkie to respond to calls from supervisors and coworkers at all times, and requiring employees to remain on work premises during meal periods, Ms. Ceasear and other aggrieved employees were impeded from taking all uninterrupted meal periods to which they were entitled and were required to work off-the-clock during meal periods, have their meal periods interrupted, and/or were otherwise not relieved of all duties during unpaid meal periods.

Fourth, as stated above, to limit the meal period premiums that KINDERCARE would otherwise owe, KINDERCARE pressured Ms. Ceasear and other aggrieved employees to clock out for meal periods and/or adjusted employee time records to reflect compliant meal periods, even when meal periods were missed, short, and/or interrupted. Thus, KINDERCARE systematically failed to pay Ms. Ceasear and other aggrieved employees for actual hours worked during unpaid meal periods because these hours were not always correctly recorded.

KINDERCARE did not pay at least minimum wages for all hours worked by Ms. Ceasear and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, KINDERCARE did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

Accordingly, KINDERCARE regularly failed to pay at least minimum wages to Ms. Ceasear and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Ms. Ceasear and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring KINDERCARE into compliance with the applicable IWC Wage Order and Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 – Failure to Provide Meal Periods

California Labor Code sections 226.7, 512(a), 516, and 1198 and the applicable IWC Wage Order require employers to provide meal periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order, an employer may not require, cause or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012). Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

First, during the relevant time period, as stated, KINDERCARE had, and continues to have, a company-wide policy and/or practice of understaffing jobsite locations, such that there were too few teachers to provide meal period coverage for Ms. Ceasear and other aggrieved employees. For example, as stated above, KINDERCARE required at least one (1) teacher, such as Ms. Ceasear, to be in the classroom at all times for every 14 students. Because KINDERCARE did not employ or staff a sufficient number of teachers to supervise the number of students present on any given day, there were often not enough teachers available to relieve employees needing meal period coverage, and Ms. Ceasear and other aggrieved employees were not always afforded timely, uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal period. Moreover, as stated, KINDERCARE failed to schedule meal periods, which further caused Ms. Ceasear and other aggrieved employees to not be relieved of their duties for compliant meal periods. As a result, Ms. Ceasear and other aggrieved employees had to work through all or part of their meal periods, had their meal periods interrupted, and/or had to wait extended periods of time before taking meal periods. For example, as stated, Ms. Ceasear sometimes missed her meal periods to keep up with the demands of work and to maintain the required ratio of teachers to students at all times. Further, Ms. Ceasear sometimes took her meal periods late, after the fifth hour of work, for the same reasons. Thus, KINDERCARE failed to provide Ms. Ceasear and other aggrieved employees with compliant, 30-minute meal periods.

Second, as stated, KINDERCARE had a policy and/or practice of requiring that Ms. Ceasear and other aggrieved employees carry their company-issued walkie-talkies at all times and promptly respond to calls from supervisors and coworkers, even during meal periods. For example, as stated,

during Ms. Ceasear's meal periods, KINDERCARE's supervisors and coworkers would contact Ms. Ceasear on her company-issued walkie-talkie to discuss work-related matters.

Third, as stated above, on information and belief, during the relevant time period, KINDERCARE maintained and implemented a company-wide on-premises meal period policy for employees, which mandated that Ms. Ceasear and other aggrieved employees, remain on the work premises during their meal periods. Because Ms. Ceasear and other aggrieved employees were restricted from leaving the premises during meal periods, they were denied the ability to use their meal periods freely for their own purposes. Thus, KINDERCARE effectively maintained control over Ms. Ceasear and other aggrieved employees during meal periods.

Fourth, as stated, because KINDERCARE frowned upon employees accruing meal period premiums, KINDERCARE's management pressured employees to clock out for meal periods and/or adjusted employee time records to reflect compliant meal periods, regardless of whether they had received a compliant meal period or not, in order to strictly limit the meal period premiums that would need to be paid by KINDERCARE. For example, as stated, Ms. Ceasear was required to record that she had received compliant meal periods on shifts when she had not, in fact, received these timely, uninterrupted meal periods and/or Ms. Ceasear's supervisor would edit Ms. Ceasear's meal period times on Ms. Ceasear's timesheets, to reflect compliant meal periods even when they had not received compliant meal periods.

At all times herein mentioned, KINDERCARE knew or should have known that, as a result of these policies, Ms. Ceasear and other aggrieved employees were prevented from being relieved of all duties and required to perform some of their assigned duties during meal periods. KINDERCARE further knew or should have known that KINDERCARE did not pay Ms. Ceasear and other aggrieved employees meal period premiums when meal periods were missed, shortened, interrupted, and/or late.

Furthermore, KINDERCARE engaged in a company-wide practice and/or policy of not paying all meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Ms. Ceasear and other aggrieved employees have not received premium pay for all missed, late, and interrupted meal periods.

Accordingly, KINDERCARE failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Ms. Ceasear and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring KINDERCARE into compliance with the applicable IWC Wage Order and Labor Code sections 226.7, 512(a), 516, and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226.7, 516, and 1198 – Failure to Authorize and Permit Rest Periods

California Labor Code sections 226.7, 516, and 1198 and the applicable IWC Wage Order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall

be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof” unless the total daily work time is less than three and one-half (3 ½) hours.

To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must “relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest.” *Augustus, et al. v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 273 (2016).

During the relevant time period, KINDERCARE regularly failed to authorize and permit Ms. Ceasear and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, KINDERCARE’s company-wide policy and/or practice of understaffing resulted in a lack of rest period coverage and prevented Ms. Ceasear and other aggrieved employees from being relieved of all duty in order to take compliant rest periods. KINDERCARE also failed to schedule rest periods, which, coupled with KINDERCARE’s requirement that employees respond to communications from management on their company-issued walkie-talkies at all times, further led to Ms. Ceasear and other aggrieved employees not being authorized and permitted to take rest periods.

Furthermore, upon information and belief, during the relevant time period, KINDERCARE maintained a company-wide on-premises rest period policy, which effectively required that Ms. Ceasear and other aggrieved employees remain on the work premises during their rest periods. Because Ms. Ceasear and other aggrieved employees were restricted from leaving the premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes, such as running personal errands. Thus, KINDERCARE effectively maintained control over Ms. Ceasear and other aggrieved employees during rest periods.

As a result of KINDERCARE’s practices and policies, Ms. Ceasear and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted rest periods to which they were entitled. For example, Ms. Ceasear had to forgo nearly all of her rest periods due to KINDERCARE’s failure to schedule rest periods for employees and the lack of coverage.

KINDERECARE also has engaged in a company-wide practice and/or policy of not paying rest period premiums owed when compliant rest periods are not authorized and permitted. Because of this practice and/or policy, Ms. Ceasear and other aggrieved employees have not received premium pay for all missed rest periods.

Accordingly, KINDERCARE failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Ms. Ceasear and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring KINDERCARE into compliance with the applicable IWC Wage Order and Labor Code sections 226.7, 516, and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226(a), 1174(d), and 1198 – Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. KINDERCARE has not provided Ms. Ceasear and other aggrieved employees with properly itemized wage statements. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wage statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

During the relevant time period, KINDERCARE has knowingly and intentionally provided Ms. Ceasear and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, KINDERCARE issued uniform wage statements to Ms. Ceasear and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages, and the corresponding number of hours worked at each hourly rate. Specifically, KINDERCARE violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

Because KINDERCARE did not accurately record the time Ms. Ceasear and other aggrieved employees spent working off-the-clock and deducted time from their records for meal periods that were interrupted and/or missed (and therefore time for which they should have been paid), KINDERCARE did not list the correct amount of gross wages and net wages earned by Ms. Ceasear and other aggrieved employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, KINDERCARE failed to accurately list the total number of hours worked by Ms. Ceasear and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

The wage statement deficiencies also include, among other things, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for which aggrieved employees were paid; failing to list the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; failing to list the name and address of the legal entity that is the employer; and/or failing to state all hours worked as a result of not recording or stating hours worked off-the-clock.

California Labor Code section 1174(d) provides that “[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors” and “[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments” Labor Code section 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). During the relevant time period, and in violation of Labor Code section

1174(d), KINDERCARE willfully failed to maintain accurate payroll records for Ms. Ceasear and other aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, KINDERCARE engaged in company-wide practices and/or policies of failing to record actual hours worked (including falsifying time records by recording that compliant meal periods were taken regardless of if or when meal periods were actually taken), and thereby failed to keep accurate records of work period and meal period start and end times for Ms. Ceasear and other aggrieved employees, in violation of section 1198.

Because KINDERCARE failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Ms. Ceasear and other aggrieved employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Ms. Ceasear and other aggrieved employees have had to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

Ms. Ceasear and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring KINDERCARE into compliance with the applicable IWC Wage Order and Labor Code sections 226(a), 1174(d), and 1198, pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (k).

Violation of California Labor Code § 204 – Failure to Timely Pay Wages During Employment

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, California Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

During the relevant time period, KINDERCARE failed to pay Ms. Ceasear and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within any time period specified by California Labor Code section 204.

Ms. Ceasear and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring KINDERCARE into compliance with Labor Code section 204, pursuant to Labor Code sections 210 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 201 and 202 – Failure to Timely Pay Final Wages Upon Termination

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

KINDERCARE had a company-wide practice and/or policy of paying departing employees their final wages on the next regular pay cycle, instead of adhering to the time requirements set forth in Labor Code sections 201 and 202. For example, KINDERCARE terminated Ms. Ceasear on February 24, 2025; however, KINDERCARE did not provide Ms. Ceasear with her final wages until February 27, 2025. Thus, KINDERCARE failed to pay Ms. Ceasear her final wages immediately, in violation of California Labor Code section 201.

In addition, KINDERCARE willfully failed to pay Ms. Ceasear and other aggrieved employees who are no longer employed by KINDERCARE the earned and unpaid wages set forth above, including but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, either at the time of discharge, or within seventy-two (72) hours of their leaving KINDERCARE's employ.

Ms. Ceasear and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring KINDERCARE into compliance with Labor Code sections 201 and 202, pursuant to Labor Code sections 256 and/or 2699(a), (f), and (k).

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order No. 4-2001, provides that: "[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft."

During the relevant time period, KINDERCARE, on a company-wide basis, required that Ms. Ceasear and other aggrieved employees use their personal mobile devices, including, but not limited to, cellular phones, and/or mobile data to carry out their job duties but failed to reimburse them for the costs of their work-related mobile device and/or mobile data expenses. For example, Ms. Ceasear was required to use her personal cellular phone to communicate with her managers and coworkers, for researching childcare activities and reviewing lesson plans, and for timekeeping. Although KINDERCARE required Ms. Ceasear and other aggrieved employees to use their personal

mobile devices and mobile data to carry out their work-related duties, KINDERCARE failed to reimburse them for their costs incurred.

Additionally, KINDERCARE, on a company-wide basis, required that Ms. Ceasear and other aggrieved employees use their own personal vehicles or obtain alternative transportation to attend employee meetings and trainings. For example, throughout Ms. Ceasear's employment with KINDERCARE, Ms. Ceasear was required to coordinate her own rideshare to travel from her home in Sacramento to KINDERCARE's other jobsite location in Elk Grove, California, to attend employee meetings and trainings. On average, Ms. Ceasear incurred approximately \$40 in rideshare expenses each time, but was not reimbursed for her travel expenses. Although KINDERCARE required Ms. Ceasear and other aggrieved employees to utilize their personal vehicles or obtain alternative transportation to carry out their work-related responsibilities, KINDERCARE failed to reimburse them for their mileage or travel expenses.

Further, during the relevant time period, KINDERCARE required Ms. Ceasear and other aggrieved employees to purchase supplies and equipment necessary for the performance of their duties, but failed to reimburse them for their out-of-pocket costs. For example, Ms. Ceasear spent approximately \$400 on school supplies, toys, and games for engaging with her students, because KINDERCARE failed to provide her with the necessary supplies which were required for her to complete her assigned duties.

KINDERCARE could have provided Ms. Ceasear and other aggrieved employees with the actual equipment for use on the job, such as company mobile devices, company vehicles, and supplies and equipment; or KINDERCARE could have reimbursed employees for the costs of their mobile device usage, mileage and travel expenses, and supply and equipment expenses. Instead, KINDERCARE passed these operating costs onto Ms. Ceasear and other aggrieved employees. At all relevant times, Ms. Ceasear did not earn at least two (2) times the minimum wage.

Thus, KINDERCARE had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred in violation of California Labor Code section 2802. Ms. Ceasear and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring KINDERCARE into compliance with the applicable IWC Wage Order and Labor Code section 2802, pursuant to Labor Code sections 2699(a), (f), and (k).

California Labor Code § 558(a)

California Labor Code section 558(a) provides "[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid" Labor Code section 558(c) provides that "[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law." KINDERCARE, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Ms. Ceasear's and other aggrieved employees' rights by violating various sections of the California Labor Code.

Accordingly, Ms. Ceasear seeks the remedies set forth in Labor Code section 558 for herself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 1194.5, 2699(a), 2699(k), 2699.3(a), 2699.3(c), 2699.5, and 558, Ms. Ceasear, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for herself, all other aggrieved employees, and the State of California against KINDERCARE for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

Therefore, on behalf of all aggrieved employees, Ms. Ceasear seeks all applicable civil penalties related to these violations of the California Labor Code pursuant to PAGA.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Alexander Lima
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
(310) 556-4811

Best Regards,

A handwritten signature in black ink, appearing to read 'Alexander Lima', with a stylized flourish extending to the right.

Alexander Lima

Copy: KINDERCARE EDUCATION LLC (via U.S. Certified Mail); KCE CHAMPIONS LLC (via U.S. Certified Mail); KINDERCARE LEARNING CENTERS LLC (via U.S. Certified Mail); KINDERCARE EDUCATION AT WORK LLC (via U.S. Certified Mail)

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



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- A. Signature ☐ Agent
- ☒ Addresssee

Received by (Printed Name) C. Date of Delivery

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

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

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9589 0710 5270 0211 0130 56 Restricted Delivery

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KCE CHAMPIONS LLC
5005 MEADOWS ROAD, SUITE 200
LAKE OSWEGO, OR 97035

COMPLETE THIS SECTION ON DELIVERY

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X

☐ Agent

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C. Date of Delivery

D. Is delivery address different from item 1? If YES, enter delivery address below:

☐ Yes

☐ No



9590 9402 8803 4005 5685 13

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Service Type

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☒ Adult Signature Restricted Delivery

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☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Restricted Delivery

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☐ Registered Mail Restricted Delivery

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CENTERS LLC
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Capstone Law, APC
1875 Century Park, East, 1000
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5005 MEADOWS ROAD, SUITE 200
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PS Form 3811, July 2002 PSN 7530-02-000-9033

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- A. Signature
☒ X
- ☐ Agent
☐ Addressee

3. Received by (Printed Name) C. Date of Delivery

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

4. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
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- ☐ Certified Mail Restricted Delivery
- ☐ Certified Mail Signature Confirmation
- ☐ Certified Mail Signature Confirmation Restricted Delivery
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PS Form 3800, January 2002 PSN 7530-02-000-9033 SEE INSTRUCTIONS FOR RESTRICTIONS

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PROOF OF SERVICE

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1875 Century Park East, Suite 1860 Los Angeles, California 90067.

On **October 14, 2025**, I served the document described as **FIRST AMENDED CLASS ACTION COMPLAINT & ENFORCEMENT ACTION UNDER THE PRIVATE ATTORNEYS GENERAL ACT, CALIFORNIA LABOR CODE §§ 2698, ET SEQ.** on the interested parties in this action by sending ☐ the original ☐ ☒ a true copy thereof ☒ to interested parties as follows ☐ ☐ as stated on the attached service list:

Elizabeth A. Falcone
elizabeth.falcone@ogletree.com
OGLETREE, DEAKINS, NASH, SMOAK
& STEWART, P.C.
The KOIN Center
222 SW Columbia Street, Suite 1500
Portland, OR 97201
Telephone: 503-552-2140
Facsimile: 503-224-4518

Attorney for Defendant
KINDERCARE EDUCATION LLC, KCE
CHAMPIONS LLC, KINDERCARE
LEARNING CENTERS LLC,
KINDERCARE EDUCATION AT WORK
LLC

Omar M. Aniff
omar.aniff@ogletree.com
OGLETREE, DEAKINS, NASH, SMOAK
& STEWART, P.C.
400 South Hope Street, Suite 1200
Los Angeles, CA 90071
Telephone: 213-239-9800
Facsimile: 213-239-9045

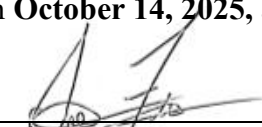
☐ **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.

☒ **BY ELECTRONIC SERVICE:** I caused the document(s) to be transmitted electronically via OneLegal eService to the individuals listed above, as they exist on that database. This will constitute service of the document(s).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on **October 14, 2025**, at Los Angeles, California.

Sophia Flores

Type/Print Name



Signature