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CHRISTIN ENRIGHT and AARON LE

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

CHRISTIN ENRIGHT and AARON LE,
individually, and on behalf of other members of
the general public similarly situated, and on
behalf of the State of California and other
aggrieved persons,

Plaintiffs,

v.

KA PRESCHOOL OF HUNTINGTON BEACH,
a California corporation; KA PRESCHOOL OF
COSTA MESA, a California corporation; KA
PRESCHOOL OF IRVINE CORPORATION, a
California corporation; KA PRESCHOOL OF
ORANGE, a California corporation; KA
PRESCHOOL OF SANTA ANA, INC., a
California corporation; KA PRESCHOOL OF
TUSTIN, a California corporation; and DOES 1
through 10, inclusive,

Defendants.

Case No.: 30-2024-01442772-CU-OE-CXC

**SECOND AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT FOR:**

1. Failure to Pay Minimum and Straight Time Wages (Lab. Code §§ 204, 1194, 1194.2, and 1197);
2. Failure to Pay Overtime Wages (Lab. Code §§ 510, 1194 and 1198);
3. Failure to Authorize and Permit Rest Periods (Lab. Code §§ 226.7);
4. Failure to Indemnify Employees for Expenditures (Lab. Code § 2802);
5. Failure to Provide Accurate Itemized Wage Statements (Lab. Code § 226);
6. Failure to Provide Paid Sick Leave (Lab. Code § 246-248.5)
7. Failure to Timely Pay Wages During Employment (Lab. Code § 204)
8. Failure to Timely Pay Wages Upon Separation of Employment (Lab. Code §§ 201-202);
9. Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, et seq.); and
10. Civil Penalties Under the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698 et seq.).

DEMAND FOR JURY TRIAL

1 Plaintiffs CHRISTIN ENRIGHT and AARON LE (“Plaintiffs”), individually and on behalf
2 of all other members of the public similarly situated, allege as follows:

3 **JURISDICTION AND VENUE**

4 1. This class action is brought pursuant to California Code of Civil Procedure section
5 382. The monetary damages, penalties, and restitution sought by Plaintiffs exceed the minimal
6 jurisdiction limits of the Superior Court and will be established according to proof at trial. This
7 Court has jurisdiction over this action pursuant to the California Constitution, Article VI, section
8 10. The statutes under which this action is brought do not specify any other basis for jurisdiction.

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

13 3. Venue is proper in this Court, because Defendants employ persons throughout the
14 state of California, including within the County of Orange and have violated the requirements of
15 the California Labor Code (including a claim pursuant to the Private Attorney General Act of 2004)
16 and applicable Industrial Welfare Commission (“IWC”) Wage Order in this county which give rise
17 to the penalties sought in this action. Cal. Code Civ. P. § 393. Pursuant to California Civil Code
18 of Procedure section 393, venue is proper for the recovery of a penalty or forfeiture imposed by
19 statute in the county in which the cause, or some part of the cause, arose.

20 **THE PARTIES**

21 4. Plaintiff Christin Enright is a California resident who worked for Defendants KA
22 PRESCHOOL OF HUNTINGTON BEACH, KA PRESCHOOL OF COSTA MESA, KA
23 PRESCHOOL OF IRVINE CORPORATION, KA PRESCHOOL OF ORANGE, KA
24 PRESCHOOL OF SANTA ANA, KA PRESCHOOL OF TUSTIN (“Defendants”) in California as
25 a nonexempt employee paid hourly from approximately November 2023 through November 2024.

26 5. Plaintiff Aaron Le is a California resident who worked for Defendant KA
27 PRESCHOOL OF HUNTINGTON BEACH (“Defendant”) in California as a nonexempt employee
28 paid hourly from approximately May 2024 through August 2024.

1 6. Plaintiffs reserve the right to seek leave to amend this complaint to add new
2 Plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Sala v.*
3 *American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law, as
4 well as to add additional claims.

5 7. Plaintiffs allege, on information and belief, that Defendants are, and at all times
6 herein mentioned, were:

7 (a) Business entities qualified to do business and actually conducting business
8 in numerous counties throughout the State of California, including in Orange
9 County; and,

10 (b) The former employers of Plaintiffs and the current and/or former employer
11 of the Class Members because Defendants engaged Plaintiffs and the Class
12 to work; and/or suffered and permitted Plaintiffs and the Class to work,
13 and/or controlled or had the power and authority to control their wages,
14 hours, or working conditions;

15 8. At all relevant times, Defendants were and are legally responsible for all of the
16 unlawful conduct, policies, practices, acts, and omissions as described in each and all of the
17 foregoing paragraphs as the employer of Plaintiffs and of the Class. Further, Defendants are
18 responsible for each of the unlawful acts or omissions complained of herein under the doctrine of
19 “respondeat superior.”

20 9. Plaintiffs do not know the true names or capacities of the persons or entities sued
21 herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious names. Each
22 of the Doe Defendants were in some manner legally responsible for the damages suffered by
23 Plaintiffs and the Class as alleged herein. Plaintiffs will amend this complaint to set forth the true
24 names and capacities of these Defendants when they have been ascertained, together with
25 appropriate charging allegations, as may be necessary. At all times mentioned herein, Does 1-10,
26 inclusive, and each of them, were residents of, doing business in, availed themselves of the
27 jurisdiction of, and/or injured Plaintiffs and a significant number of the Class Members in the State
28 of California.

1 10. Plaintiffs allege, on information and belief, that, at all relevant times, each
2 Defendant, directly or indirectly, or through agents or other persons, employed Plaintiffs and the
3 other employees described in the class definitions below, and exercised control over their wages,
4 hours, and working conditions. Plaintiffs are informed and believes and thereon alleges that, at all
5 relevant times, each Defendant was the principal, agent, partner, joint venturer, officer, director,
6 controlling shareholder, subsidiary, affiliate, parent corporation, successor-in-interest and/or
7 predecessor-in-interest of some or all of the other Defendants, and was engaged with some or all
8 of the other Defendants in a joint enterprise for profit, and bore such other relationships to some
9 or all of the other Defendants so as to be liable for their conduct with respect to the matters alleged
10 below. Plaintiffs allege, on information and belief, that each Defendant acted pursuant to and
11 within the scope of the relationships alleged above, that each Defendant knew or should have
12 known about, and authorized, ratified, adopted, approved, controlled, aided and abetted the conduct
13 of all other Defendants. Defendants are thus jointly and severally liable to Plaintiffs and the Class
14 Members on the claims asserted in this action.

15 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

16 11. Plaintiffs worked for Defendants in California as a non-exempt employee and were
17 paid hourly. Defendants typically scheduled Plaintiffs to work at least five days in a workweek
18 and at least eight hours per day, but Plaintiffs often worked more than eight hours per day and forty
19 (40) hours in a workweek.

20 12. Plaintiffs bring this action against Defendants for Labor Code violations and unfair
21 business practices stemming from Defendants' failure to pay for all hours worked (including
22 minimum, straight time, and overtime wages), failure to authorize and permit rest periods, failure
23 to reimburse business expenses, failure to furnish accurate wage statements, failure to provide paid
24 sick leave, failure to pay final wages at termination, and failure to timely pay wages during
25 employment. Defendant's managers also engaged in systematic and widespread altering of time
26 records to hide Labor Code violations. As discussed below, Plaintiffs' experience working for
27 Defendants was typical and illustrative of the class.

28 13. Plaintiffs bring the First through Ninth Causes of Action individually and as a class

1 action on behalf of themselves and certain current and former employees of Defendants
2 (hereinafter collectively referred to as the “Class” or “Class Members,” and defined more fully
3 below). The Class consists of Plaintiffs and all other persons who have been employed by any
4 Defendant in California as an hourly-paid or non-exempt employee during the statute of limitations
5 period applicable to the claims pleaded here.

6 14. Plaintiffs bring the Tenth Cause of Action as a representative action under the Labor
7 Code Private Attorneys Act of 2004, Labor Code sections 2698 et seq. (“PAGA”) to recover civil
8 penalties that are owed to Plaintiffs, the State of California, and past and present non-exempt
9 employees employed by Defendants in the State of California during the statute of limitations
10 period for their PAGA claim (herein after referred to as the “Aggrieved Employees”).

11 15. Defendants own/owned and operate/operated an industry, business, and
12 establishment within the State of California, including Orange County. As such and based upon
13 all the facts and circumstances incident to Defendants’ business in California, Defendants are
14 subject to the Labor Code, Wage Orders issued by the IWC, and the California Business &
15 Professions Code.

16 16. Despite these requirements, throughout the statutory period, Defendants willfully
17 failed to comply with the Labor Code and IWC Wage Orders with respect to Plaintiffs and the
18 Class and instead maintained a systematic, company-wide policy and practice of including, but not
19 limited to, the following violations on a regular basis:

20 (a) Failing to pay employees for all hours worked, including minimum, straight
21 time, and overtime wages. For example, Defendants:

22 1) required employees to perform work off-the-clock, without
23 compensation, including, but not limited to, having to work during
24 meal periods off the clock because management altered the records,
25 entering incorrect clock-in times, even though Plaintiffs had finished
26 their meal breaks. Plaintiffs also communicated with management off
27 the clock; and/or

28 2) failed to pay for all hours worked and failed to pay some of this

- 1 unpaid work at the overtime rate, as required; and/or
- 2 3) required them to continue working during unpaid rest periods;
- 3 and/or
- 4 4) failed to maintain accurate records of the hours worked; and/or
- 5 (b) Failing to authorize and permit employees to take timely and duty-free rest
- 6 periods. For example, Defendants:
- 7 1) required employees to work in excess of four consecutive hours a day
- 8 without Defendants authorizing and permitting them to take a 10-
- 9 minute, uninterrupted, duty-free rest period for every four hours of
- 10 work (or major fraction of four hours); and/or
- 11 2) failed to compensate employees for rest periods that were not
- 12 authorized or permitted; and/or
- 13 3) continued to assert control over employees by requiring, pressuring,
- 14 or encouraging them to perform work tasks which could not be
- 15 completed without working in lieu of taking mandatory rest periods.
- 16 (c) Failing to indemnify employees for work-related expenses, such as having
- 17 to use Plaintiffs' personal cell phone for work-related communications
- 18 without reimbursement.
- 19 (d) Failing to provide employees with accurate, itemized wage statements
- 20 containing all the information required by the Labor Code and IWC Wage
- 21 Orders, such as the legal employing entity's address, rest break premiums,
- 22 and all wages for all hours worked, among other things.
- 23 (e) Failing to provide sufficient paid sick leave in 2024 as required by Lab. Code
- 24 §§ 245.5-248.5;
- 25 (f) Failing to timely pay employees their final wages due upon separation of
- 26 employment, including, but not limited to, all expenditures, minimum
- 27 wages, straight time wages, overtime wages, rest period premium wages.
- 28 (g) Falsifying and/or altering time records to avoid paying all hours worked,

overtime rates, and meal and rest break penalties as required Lab. Code §§1174(d), 1198. For instance, Defendants' management altered the records, entering incorrect meal breaks clock-in times, even though Plaintiffs had finished their meal breaks. The timekeeping system frequently malfunctioned, and Defendants' management inaccurately recorded the actual time worked.

- (h) Failing to timely pay wages during employment in violation of §204 of Lab. Code.

17. On information and belief, Defendants, and each of them, were on actual and constructive notice of the improprieties alleged herein and intentionally refused to rectify their unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were willful and deliberate.

18. As a result of these violations of Labor Code § 226(a), Plaintiffs and the Class suffered injury because, among other things:

- (a) the violations led them to believe that they were not entitled to be paid minimum, straight time, overtime, meal period premium, and rest period premium wages, even though they were entitled;
- (b) the violations led them to believe that they had been paid all wages owed even though they had not been;
- (c) the violations hindered them from determining the amounts of minimum, straight time, overtime, meal period premium, and rest period premium wages owed to them;
- (d) in connection with their employment before and during this action, and in connection with prosecuting this action, the violations caused them to have to perform mathematical computations to determine the amounts of wages owed to them, computations they would not have to make if the wage statements contained the required accurate information;
- (e) by understating the wages truly due to them, the violations caused them to

lose entitlement and/or accrual of the full amount of Social Security, disability, unemployment, and other governmental benefits; and,

(f) the wage statements inaccurately understated the wages, hours, and wage rates to which Plaintiffs and the Class were entitled, and Plaintiffs and the Class were paid less than the wages and wage rates to which they were entitled.

19. Thus, Plaintiffs and the Class are owed the amounts provided for in Labor Code § 226(e) and injunctive relief under Labor Code § 226(h).

CLASS ACTION ALLEGATIONS

20. Plaintiffs bring certain claims individually, 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.

21. All claims alleged herein arise under California law for which Plaintiffs seek relief authorized by California law.

22. The proposed Class consists of and is defined as:

All persons who worked for any Defendant in California as an hourly-paid or non-exempt employee at any time during the period beginning four years before the filing of the initial complaint in this action and ending on the first day of trial in this matter.

23. At all material times, Plaintiffs were members of the Class.

24. Plaintiffs undertook this concerted activity to improve the wages and working conditions of all Class Members.

25. There is a well-defined community of interest in the litigation and the Class is readily ascertainable:

(a) Numerosity: The members of the Class (and each subclass, if any) are so numerous that joinder of all members would be unfeasible and impractical. The membership of the entire Class is unknown to Plaintiffs 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' records.

- (b) Typicality: Plaintiffs are qualified to, and will, fairly and adequately protect the interests of each Class Member with whom there is a shared, well-defined community of interest, and Plaintiffs' claims are typical of all Class Members' claims as demonstrated herein.
- (c) Adequacy: Plaintiffs are qualified to, and will, fairly, and adequately protect the interests of each Class Member with whom there is a shared, well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiffs have no conflicts with or interests antagonistic to any Class Member. Plaintiffs' attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiffs have 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: A Class action is superior to other available methods for the fair and efficient adjudication of the controversy, including consideration of:
- 1) The interests of the members of the Class in individually controlling the prosecution or defense of separate actions;
 - 2) The extent and nature of any litigation concerning the controversy already commenced by or against members of the Class;
 - 3) The desirability or undesirability of concentrating the litigation of the claims in the particular forum; and,
 - 4) The difficulties likely to be encountered in the management of a class action.
- (e) Public Policy Considerations: The public policy of the State of California is to resolve the Labor Code claims of many employees through a class action. Indeed, current employees are often afraid to assert their rights out of fear of

1 direct or indirect retaliation. Former employees are also fearful of bringing
2 actions because they believe their former employers might damage their
3 future endeavors through negative references and/or other means. Class
4 actions provide the Class Members who are not named in the complaint with
5 a type of anonymity that allows for the vindication of their rights at the same
6 time as their privacy is protected.

7 26. There are common questions of law and fact as to the Class (and each subclass, if
8 any) that predominate over questions affecting only individual members, including without
9 limitation, whether, as alleged herein, Defendants have:

- 10 (a) Failed to pay Class Members for all hours worked, including minimum,
11 straight time, and overtime wages;
12 (b) Failed to authorize and permit rest periods and pay rest period premium
13 wages to Class Members;
14 (c) Failed to indemnify Class Members for necessary business expenditures;
15 (d) Failed to provide Class Members with accurate wage statements;
16 (e) Failed to provide Class Members with sufficient paid sick leave in 2024;
17 (f) Failed to timely pay wages during employment; and
18 (g) Failed to provide Class Members with timely final wages;
19 (h) Violated California Business & Professions Code §§ 17200 *et. seq.* as a
20 result of their illegal conduct as described above.

21 27. This Court should permit this action to be maintained as a class action pursuant to
22 California Code of Civil Procedure § 382 because:

- 23 (a) The questions of law and fact common to the Class predominate over any
24 question affecting only individual members;
25 (b) A class action is superior to any other available method for the fair and
26 efficient adjudication of the claims of the members of the Class;
27 (c) The members of the Class are so numerous that it is impractical to bring all
28 members of the class before the Court;

- 1 (d) Plaintiff, and the other members of the Class, will not be able to obtain
2 effective and economic legal redress unless the action is maintained as a
3 class action;
- 4 (e) There is a community of interest in obtaining appropriate legal and equitable
5 relief for the statutory violations, and in obtaining adequate compensation
6 for the damages and injuries for which Defendants are responsible in an
7 amount sufficient to adequately compensate the members of the Class for
8 the injuries sustained;
- 9 (f) Without class certification, the prosecution of separate actions by individual
10 members of the class would create a risk of:
- 11 1) Inconsistent or varying adjudications with respect to individual
12 members of the Class which would establish incompatible standards
13 of conduct for Defendants; and/or,
- 14 2) Adjudications with respect to the individual members which would,
15 as a practical matter, be dispositive of the interests of other members
16 not parties to the adjudications, or would substantially impair or
17 impede their ability to protect their interests, including but not
18 limited to the potential for exhausting the funds available from those
19 parties who are, or may be, responsible Defendants; and,
- 20 (g) Defendants have acted or refused to act on grounds generally applicable to
21 the Class, thereby making final injunctive relief appropriate with respect to
22 the class as a whole.

23 28. Plaintiffs contemplate the eventual issuance of notice to the proposed members of
24 the Class that would set forth the subject and nature of the instant action. Defendants' own business
25 records may be utilized for assistance in the preparation and issuance of the contemplated notices.
26 To the extent that any further notices may be required, Plaintiffs contemplate the use of additional
27 techniques and forms commonly used in class actions, such as published notice, e-mail notice,
28 website notice, first-class mail, or combinations thereof, or by other methods suitable to the Class

and deemed necessary and/or appropriate by the Court.

FIRST CAUSE OF ACTION

**(Against All Defendants for Failure to Pay Minimum and
Straight Time Wages for All Hours Worked)**

29. Plaintiffs incorporate by reference and reallege, as if fully stated herein, the above paragraphs.

30. 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 the IWC Wage Orders 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.”

31. At all relevant times herein mentioned, Defendants knowingly failed to pay Plaintiffs and the Class compensation for all hours they worked. For instance, Plaintiffs periodically worked during meal periods off the clock because management altered the records, entering incorrect clock-in times, even though Plaintiffs had finished their meal breaks. Plaintiffs also had work-related communications with management off the clock. By their failure to pay compensation for each hour worked as alleged above, Defendants willfully violated the provisions of Labor Code § 1194, and any additional applicable Wage Orders that require such compensation to non-exempt employees.

32. Accordingly, Plaintiffs and the Class are entitled to recover minimum and straight time wages for all non-overtime hours worked for Defendants.

33. By and through the conduct described above, Plaintiffs and the Class have been deprived of their rights to be paid wages earned by virtue of their employment with Defendants.

34. By virtue of the Defendants’ unlawful failure to pay additional compensation to Plaintiffs and the Class for their non-overtime hours worked without pay, Plaintiff and the Class suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiffs and the Class and which will be ascertained according to proof at trial.

35. By failing to keep adequate time records required by Labor Code § 1174(d), Defendants have made it difficult to calculate the full extent of minimum wage compensation due Plaintiffs and the Class.

36. Pursuant to Labor Code § 1194.2, Plaintiffs and the Class are entitled to recover liquidated damages (double damages) for Defendants' failure to pay minimum wages.

37. Plaintiffs and the Class are also entitled to seek recovery of all unpaid minimum and straight time wages, interest, and reasonable attorneys' fees and costs pursuant to Labor Code §§ 218.5, 218.6, and 1194(a).

SECOND CAUSE OF ACTION

(Against All Defendants for Failure to Pay Overtime Wages)

38. Plaintiffs incorporate by reference and reallege, as if fully stated herein, the above paragraphs.

39. California Labor Code §§510, 1194 and 1198 require employers to pay at least minimum wage for all hours worked, pay overtime wages payable at the rate of at least one and one-half times the regular rate of pay for more than eight hours in one workday or more than forty hours in one workweek. Employees are entitled to double overtime wages payable at the rate of at least twice the regular rate of pay for work in excess of twelve hours in one workday or work in excess of eight hours on any seventh day of work in a single workweek.

40. At all times relevant to this Complaint, Plaintiffs and the Class were non-exempt employees and regularly worked more than eight hours in a workday and/or more than forty (40) hours in a workweek and were entitled to the protections of California Labor Code §§ 510, 1194, and the applicable IWC Wage Order. Defendants failed to compensate Plaintiffs for all overtime hours worked as required under the foregoing provision of the California Labor Code and IWC Wage Order by, among other things: failing to pay overtime at one and one-half or double the regular rate of pay; miscalculating the regular rate of pay by failing to include all remuneration in addition to employees base hourly pay; requiring, permitting or suffering Plaintiffs to work off the clock; requiring, permitting or suffering Plaintiffs to work through rest breaks but not compensating them for this time and failing to include this time in their hours worked; illegally

1 and inaccurately recording time in which Plaintiffs worked; and failing to properly maintain
2 Plaintiffs' records. Moreover, Plaintiffs worked off the clock after her shift to clean up classrooms
3 and were not able to leave work until teachers were gone.

4 41. At all times relevant hereto, Defendants failed to pay Plaintiffs and the Class
5 overtime compensation for the hours they have worked in excess of eight (8) hours in a workday
6 and/or forty (40) hours in a workweek, as required by Labor Code §§ 510 and 1198.

7 42. By virtue of Defendants' unlawful failure to pay additional premium rate
8 compensation to Plaintiffs and the Class for their overtime hours worked, Plaintiffs and the Class
9 have suffered, and will continue to suffer, damages in amounts which are presently unknown to
10 them but which exceed the jurisdictional minimum of this Court and which will be ascertained
11 according to proof at trial.

12 43. By failing to keep adequate time records required by Labor Code § 1174(d),
13 Defendants have made it difficult to calculate the full extent of overtime compensation due to
14 Plaintiffs and the Class.

15 44. Plaintiffs and the Class also request recovery of overtime compensation according
16 to proof, interest, attorneys' fees and costs pursuant to Labor Code § 1194(a), as well as the
17 assessment of any statutory penalties against Defendants, in a sum as provided by the Labor Code
18 and/or other statutes.

19 45. Labor Code § 204 requires employers to provide employees with all wages due and
20 payable twice a month. The Wage Orders also provide that every employer shall pay to each
21 employee, on the established payday for the period involved, overtime wages for all overtime hours
22 worked in the payroll period. Defendants failed to provide Plaintiffs and the Class with all
23 compensation due, in violation of Labor Code § 204.

24 **THIRD CAUSE OF ACTION**

25 **(Against All Defendants for Failure to Authorize and Permit Rest Periods)**

26 46. Plaintiffs incorporate by reference and reallege, as if fully stated herein, the above
27 paragraphs.

28 47. California Labor Code §226.7 and the applicable Industrial Welfare Commission

Order §12 requires that employers must provide employees timely, uninterrupted 10-minute rest breaks, free of all duty, for every 4 hours worked or major fraction thereof. If an employer fails to provide an employee a rest break in accordance with the applicable provisions of this order, the employer shall pay the employee one hour of pay at the employee's regular rate of compensation for each workday that the rest break is not provided as a rest break premium wage. Employees are entitled to a 10-minute rest break for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on." (*Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1029.) Furthermore, "Employers must relieve employees of all duties and relinquish control over how employees spend their time during rest periods. (*Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th 257, 269.) This obligation includes allowing employees to leave the premises during their rest periods.

48. Despite these legal requirements, Defendants failed to authorize Plaintiffs and the Class to take rest breaks, regardless of whether employees worked more than four hours in a workday. For example, Defendants pressured Plaintiffs to sign up rest-sheets even though Plaintiffs had not taken her rest breaks. When Defendants were informed Plaintiffs did not take their rest breaks, they still required them to sign documents stating that they had to in order to receive their paycheck. By their failure to permit and authorize Plaintiffs and the Class to take rest periods as alleged above (or due to the fact that Defendants made it impossible or impracticable to take these uninterrupted rest periods), Defendants willfully violated the provisions of Labor Code § 226.7 and the applicable Wage Orders.

49. Under California law, Plaintiffs and the Class are entitled to be paid one hour of premium wages at their regular rate of pay for each workday they were not provided with all required rest break(s), plus interest thereon.

FOURTH CAUSE OF ACTION

(Against All Defendants for Failure to Indemnify Employees for Expenditures)

50. Plaintiff incorporates by reference and reallege, as if fully stated herein, the above paragraphs.

1 51. As set forth above, Plaintiffs and the Class were required to incur substantial
2 necessary expenditures and losses in direct consequence of the discharge of their duties or of their
3 obedience to directions of Defendants.

4 52. Defendants violated Labor Code § 2802, by failing to pay and indemnify Plaintiffs
5 and the Class for necessary expenditures and losses incurred in direct consequence of the discharge
6 of their duties or of their obedience to directions of Defendants, including, but not limited to, the
7 use of Plaintiffs' personal cell for work-related communications without reimbursement.

8 53. As a result, Plaintiffs and the Class were damaged at least in the amounts of the
9 expenses they paid, or which were deducted by Defendants from their wages.

10 54. Plaintiffs and the Class are entitled to reasonable attorney's fees, expenses, and costs
11 of suit pursuant to Labor Code § 2802(c) and interest pursuant to Labor Code § 2802(b).

12 **FIFTH CAUSE OF ACTION**

13 **(Against All Defendants for Failure to Provide and Maintain**
14 **Accurate and Compliant Wage Records)**

15 55. Plaintiffs incorporate by reference and reallege, as if fully stated herein, the above
16 paragraphs.

17 56. At all material times set forth herein, Labor Code § 226(a) provides that every
18 employer shall furnish each of his or her employees an accurate itemized wage statement in writing
19 showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by
20 the employee, (3) the number of piece-rate units earned and any applicable piece rate if the
21 employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on
22 written orders of the employee may be aggregated and shown as one item, (5) net wages earned,
23 (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee
24 and the last four digits of his or her social security number or an employee identification number
25 other than a social security number, (8) the name and address of the legal entity that is the
26 employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding
27 number of hours worked at each hourly rate by the employee.

28 57. Defendants have intentionally and willfully failed to provide employees with

complete and accurate wage statements compliant with these Labor Code sections. For example, Plaintiffs' paystubs do not list the accurate legal employing entity's address, rest break premiums, and all wages for all hours worked, among other things.

58. As a result of Defendants' violation of Labor Code §§ 226(a), Plaintiffs and the Class have suffered injury and damage to their statutorily protected rights.

59. Specifically, Plaintiffs and the members of the Class have been injured by Defendants' intentional violations of California §§ 226(a) because they were denied both their legal right to receive, and their protected interest in receiving, accurate, itemized wage statements under Labor Code § 226(a).

60. Calculation of the true wage entitlement for Plaintiffs and the Class is difficult and time consuming. As a result of this unlawful burden, Plaintiffs and the Class were also injured as a result of having to bring this action to attempt to obtain correct wage information following Defendants' refusal to comply with many of the mandates of California's Labor Code and related laws and regulations.

61. Plaintiffs and the Class are entitled to recover from Defendants the greater of their actual damages caused by Defendants' failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per employee.

62. Plaintiffs and the Class are also entitled to injunctive relief, as well as an award of attorney's fees and costs to ensure compliance with this section, pursuant to Labor Code § 226(h).

SIXTH CAUSE OF ACTION

(Against All Defendants for Failure to Provide Paid Sick Leave)

63. Plaintiffs incorporate by reference and realleges, as if fully stated herein, the above paragraphs.

64. Defendants knowingly and intentionally failed in their affirmative obligation to pay sick leave wages to Plaintiffs and the Class in violation of Labor Code section 246 et seq. Paid sick leave earnings constitute wages for purposes of California wage and hour law. (*Murphy v. Kenneth Cole Productions, Inc.* (2007) 40 Cal.4th 1094, 1103 ["Courts have recognized that 'wages' also include those benefits to which an employee is entitled as a part of his or her compensation,

1 including money, room, board, clothing, vacation pay, and sick pay”].) California Senate Bill (SB)
2 616 went into effect on January 1, 2024, and amended California Labor Code §§ 245.5, 246, and
3 246.5, increasing the minimum required amount of paid sick leave for California employees to 40
4 hours or five days, whichever is greater, from the previous requirement of 24 hours or three days
5 prior to January 1, 2024.

6 65. Employers can select any of the following methods by which employees can accrue
7 paid sick leave under Labor Code § 246(b): (1) one hour of paid sick leave for every 30 hours
8 worked; (2) front loading of paid sick leave to give employees an up-front accrual of 40 hours (or
9 five days) of paid sick leave at the start of their employment and each 12 months thereafter; or (3)
10 at a rate other than one hour for every 30 hours worked provided that the accrual is regular and
11 results in at least 24 hours (or three days) of paid sick leave by the 120th day of employment and
12 40 hours (or five days) of paid sick leave by the 200th day of employment.

13 66. Labor code § 246(l) governs how Defendants were required to calculate paid sick
14 leave: [A]n employer shall calculate paid sick leave using any of the following calculations: (1)
15 Paid sick time for non-exempt employees shall be calculated in the same manner as the regular
16 rate of pay for the workweek in which the employee uses paid sick time, whether or not the
17 employee actually works overtime in that workweek. (2) Paid sick time for non-exempt employees
18 shall be calculated by dividing the employee’s total wages, no including overtime premium pay,
19 by the employee’s total hours worked in the full pay periods of the prior 90 days of employment.
20 (3) Paid sick time for exempt employees shall be calculated in the same manner as the employer
21 calculate wages for other forms of paid leave time.

22 67. Labor Code § 246(i) requires employers to provide employees with a written notice
23 that sets forth the amount of paid sick leave available, or paid time off leave an employer provides
24 in lieu of sick leave, for use on either the employee’s itemized wage statement or on a separate
25 written statement.

26 68. Plaintiffs allege, that Defendants have or had a policy or practice of failing to
27 provide Plaintiffs with the amount of paid sick leave required to be provided pursuant to California
28 and local laws (including, without limitation, Labor Code § 246, et seq.)

69. Plaintiffs and the Class are entitled to restitution of unpaid sick pay leave, prejudgment interest, and injunctive relief pursuant to California Business & Professions Code §§ 17200 et seq.

SEVENTH CAUSE OF ACTION

(Against All Defendants for Failure to Timely Pay Wages During Employment)

70. Plaintiffs incorporate by reference and reallege, as if fully stated herein, the above paragraphs.

71. This cause of action is dependent upon, and wholly derivative of, the overtime wages, minimum wages, and/or meal and rest period premiums that were not timely paid to Plaintiffs and Class Members during their employment.

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

73. At all times relevant herein, Labor Code section 204 provides that all wages earned by any person in any employment between the sixteenth (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 first (1st) and the tenth (10th) day of the following month.

74. At all times relevant herein, Labor Code section 204 provides 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, at all times relevant herein, 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.

75. During the relevant time period, Defendants willfully failed to pay Plaintiffs and Class Members all wages due including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within the time periods specified by California Labor Code

1 section 204.

2 76. Defendants' failure to pay Plaintiffs and Class Members all wages due violates
3 Labor Code section 204. Plaintiffs and Class Members are therefore entitled to recover from
4 Defendants the statutory penalty wages pursuant to California Labor Code section 210.

5 **EIGHTH CAUSE OF ACTION**

6 **(Against All Defendants for Failure to Timely Pay Wages Upon Separation of Employment)**

7 77. Plaintiffs incorporate by reference and reallege, as if fully stated herein, the above
8 paragraphs.

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

15 79. Within the applicable statute of limitations, the employment of many other members
16 of the Class ended, i.e., was terminated by quitting or discharge, and the employment of other
17 member will be. However, during the relevant time period, Defendants failed, and continue to fail
18 to pay terminated Class Members, without abatement, all wages required to be paid by Labor Code
19 §§ 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving
20 Defendants' employ.

21 80. Defendants' failure to pay those Class Members who are no longer employed by
22 Defendants their wages earned and unpaid at the time of discharge, or within seventy-two (72)
23 hours of their leaving Defendants' employ, is in violation of Labor Code §§ 201 and 202.

24 81. Labor Code § 203 provides that if an employer willfully fails to pay wages owed,
25 in accordance with §§ 201 and 202, then the wages of the employee shall continue as a penalty
26 wage from the due date, and at the same rate until paid or until an action is commenced; but the
27 wages shall not continue for more than thirty (30) days.

28 82. The Class is entitled to recover from Defendants their additionally accruing wages

1 for each day they were not paid, at their regular hourly rate of pay, up to thirty (30) days maximum
2 pursuant to Labor Code § 203.

3 83. Pursuant to Labor Code §§ 218.5, 218.6 and 1194, the Class is also entitled to an
4 award of reasonable attorneys' fees, interest, expenses, and costs incurred in this action.

5 **NINTH CAUSE OF ACTION**

6 **(Against All Defendants for Violations of California**

7 **Business & Professions Code §§ 17200, et seq.)**

8 84. Plaintiffs incorporate by reference and reallege, as if fully stated herein, the above
9 paragraphs.

10 85. Defendants, and each of them, are "persons" as defined under California Business
11 & Professions Code § 17201.

12 86. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
13 unlawful, and harmful to Plaintiffs, other Class Members, and to the general public. Plaintiffs seek
14 to enforce important rights affecting the public interest within the meaning of Code of Civil
15 Procedure § 1021.5.

16 87. Defendants' activities, as alleged herein, are violations of California law, and
17 constitute unlawful business acts and practices in violation of California Business & Professions
18 Code §§ 17200, et seq.

19 88. A violation of California Business & Professions Code §§ 17200, et seq. may be
20 predicated on the violation of any state or federal law. All of the acts described above in the
21 foregoing causes of action are unlawful and in violation of public policy; and are immoral,
22 unethical, oppressive, fraudulent and unscrupulous, and thereby constitute unfair, unlawful and/or
23 fraudulent business practices in violation of California Business & Professions Code §§ 17200, et
24 seq.

25 89. By and through their unfair, unlawful, and/or fraudulent business practices
26 described herein, the Defendants, have obtained valuable property, money and services from
27 Plaintiffs, and all persons similarly situated, and has deprived Plaintiffs, and all persons similarly
28 situated, of valuable rights and benefits guaranteed by law, all to their detriment.

1 90. Plaintiffs and the Class Members suffered monetary injury as a direct result of
2 Defendants' wrongful conduct.

3 91. Plaintiffs, individually, and on behalf of members of the putative Class, is entitled
4 to, and does, seek such relief as may be necessary to disgorge money and/or property which the
5 Defendants have wrongfully acquired, or of which Plaintiffs and the Class have been deprived, by
6 means of the above-described unfair, unlawful and/or fraudulent business practices. Plaintiffs and
7 the Class are not obligated to establish individual knowledge of the wrongful practices of
8 Defendants in order to recover restitution.

9 92. Plaintiffs, individually, and on behalf of members of the putative class, is further
10 entitled to, and does, seek a declaration that the above-described business practices are unfair,
11 unlawful and/or fraudulent, and injunctive relief restraining the Defendants, and each of them,
12 from engaging in any of the above-described unfair, unlawful and/or fraudulent business practices
13 in the future.

14 93. Plaintiffs, individually, and on behalf of members of the putative class, has no plain,
15 speedy, and/or adequate remedy at law to redress the injuries which the Class Members suffered
16 as a consequence of the Defendants' unfair, unlawful and/or fraudulent business practices. As a
17 result of the unfair, unlawful and/or fraudulent business practices described above, Plaintiffs,
18 individually, and on behalf of members of the putative Class, has suffered and will continue to
19 suffer irreparable harm unless the Defendants, and each of them, are restrained from continuing to
20 engage in said unfair, unlawful and/or fraudulent business practices.

21 94. Plaintiffs also allege that, if Defendants are not enjoined from the conduct set forth
22 herein above, they will continue to avoid paying the appropriate taxes, insurance, and other
23 withholdings.

24 95. Pursuant to California Business & Professions Code §§ 17200, et seq., Plaintiffs and
25 putative Class Members are entitled to restitution of the wages withheld and retained by
26 Defendants during a period that commences four years prior to the filing of this complaint; a
27 permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiffs and Class
28 Members; an award of attorneys' fees pursuant to California Code of Civil Procedure § 1021.5 and

1 other applicable laws; and an award of costs.

2 **TENTH CAUSE OF ACTION**

3 **(By Plaintiffs Against All Defendants for Civil Penalties Under the Private Attorneys**
4 **General Act of 2004, Cal. Lab. Code § 2698, et seq.)**

5 96. Plaintiffs incorporate by reference and reallege, as if fully stated herein, the above
6 paragraphs.

7 97. At all times herein mentioned, Defendants were subject to the Labor Code of the State
8 of California and the applicable Industrial Welfare Commission Orders.

9 98. California Labor Code § 2699(a) specifically provides for a private right of action to
10 recover penalties for violations of the Labor Code: “Notwithstanding any other provision of law,
11 any provision of this code that provides for a civil penalty to be assessed and collected by the Labor
12 and Workforce Development Agency or any of its departments, divisions, commissions, boards,
13 agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a
14 civil action brought by an aggrieved employee on behalf of himself or herself and other current or
15 former employees pursuant to the procedures specified in Section 2699.3.”

16 99. On December 2, 2024, Plaintiff Christin Enright gave written notice by online filing
17 pursuant to California Labor Code § 2699.3 to the Labor and Workforce Development Agency and
18 by certified mail to Defendants of the specific provisions of the Labor Code that Defendants have
19 violated against Plaintiff and current and former aggrieved employees, including the facts and
20 theories to support the violations. Plaintiff also paid the filing fee. Plaintiff’s PAGA case number
21 is LWDA-CM-1064600-24 (*Christin Enright v. KA Preschool of Huntington Beach et al.*). More
22 than 65 days passed, and The Labor and Workforce Development Agency has not indicated that it
23 intends to investigate Defendants’ Labor Code violations discussed in the notice. Plaintiff hereby
24 commence a civil action to recover penalties under Labor Code § 2699 pursuant to § 2699.3 for
25 the violations of the Labor Code described in this Complaint. These penalties include, but are not
26 limited to, penalties under California Labor Code §§ 210, 226.3, 1174.5, 1197.1, and 2699.

27 100. On August 21, 2025, Plaintiff Aaron Le gave written notice by online filing pursuant
28 to California Labor Code § 2699.3 to the Labor and Workforce Development Agency and by

certified mail to Defendants of the specific provisions of the Labor Code that Defendants have violated against Plaintiff and current and former aggrieved employees, including the facts and theories to support the violations. Plaintiff also paid the filing fee. Plaintiff's PAGA case number is LWDA-CM-1120237-25 (*Aaron Le v. KA Preschool of Huntington Beach*). More than 65 days passed, and The Labor and Workforce Development Agency has not indicated that it intends to investigate Defendants' Labor Code violations discussed in the notice. Plaintiff hereby commences a civil action to recover penalties under Labor Code § 2699 pursuant to § 2699.3 for the violations of the Labor Code described in this Complaint. These penalties include, but are not limited to, penalties under California Labor Code §§ 210, 226.3, 1174.5, 1197.1, and 2699.

101. Based on the conduct described in this Complaint, Plaintiffs are entitled to an award of civil penalties on behalf of Plaintiffs, the State of California, and similarly situated Aggrieved Employees of Defendants. The exact amount of the applicable penalties, in all, is an amount to be shown according to proof at trial. These penalties are in addition to all other remedies permitted by law.

102. In addition, Plaintiffs seek an award of reasonable attorneys' fees and costs pursuant to California Labor Code § 2699(g)(1), which states, "Any employee who prevails in any action shall be entitled to an award of reasonable attorney's fees and costs."

PRAYER FOR RELIEF

Plaintiffs, individually, and on behalf of all others similarly situated only with respect to the class claims, prays for relief and judgment against Defendants, jointly and severally, as follows:

CLASS CERTIFICATION

1. That this action be certified as a class action with respect to all of its causes of action;
2. That Plaintiffs be appointed as the representatives of the Class; and,
3. That counsel for Plaintiffs be appointed as Class Counsel.

AS TO THE FIRST CAUSE OF ACTION

4. 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

1 by willfully failing to pay minimum wages and/or straight time wages to Plaintiffs and Class
2 Members;

3 5. For general unpaid wages and such general and special damages as may be
4 appropriate;

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

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

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

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

11 **AS TO THE SECOND CAUSE OF ACTION**

12 10. That the Court declare, adjudge, and decree that Defendants violated California
13 Labor Code sections 510 and 1198, and the applicable IWC Wage Order by willfully failing to pay
14 all overtime wages due to Plaintiffs and Class Members;

15 11. For general unpaid wages at overtime wage rates and such general and special
16 damages as may be appropriate;

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

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

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

22 **AS TO THE THIRD CAUSE OF ACTION**

23 15. That That the Court declare, adjudge and decree that Defendants violated California
24 Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order by willfully failing
25 to authorize and permit Plaintiffs and Class Members to take all rest periods;

26 16. That the Court make an award to Plaintiffs and Class Members of one (1) hour of
27 pay at each employee's regular rate of pay for each workday that a rest period was not authorized
28 and permitted;

- 1 17. For all actual, consequential, and incidental losses and damages, according to proof;
2 18. For premiums pursuant to California Labor Code section 226.7(c);
3 19. For pre-judgment interest on any unpaid rest period premiums from the date such
4 amounts were due, or as otherwise provided by law;
5 20. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5,
6 or as otherwise provided by law; and
7 21. For such other and further relief as the Court may deem equitable and appropriate.

8 **AS TO THE FOURTH CAUSE OF ACTION**

- 9 22. That the Court declare, adjudge and decree that Defendants violated California
10 Labor Code section 2802 by willfully failing to reimburse and/or indemnify all business-related
11 expenses and costs incurred by Plaintiffs and Class Members;
12 23. For unpaid business-related expenses and such general and special damages as may
13 be appropriate;
14 24. For pre-judgment interest on any unpaid business-related expenses from the date
15 such amounts were due, or as otherwise provided by law;
16 25. For all actual, consequential, and incidental losses and damages, according to proof;
17 26. For attorneys' fees and costs pursuant to California Labor Code section 2802(c), or
18 as otherwise provided by law; and
19 27. For such other and further relief as the Court may deem equitable and appropriate.

20 **AS TO THE FIFTH CAUSE OF ACTION**

- 21 28. That the Court declare, adjudge and decree that Defendants violated the record
22 keeping provisions of California Labor Code section 226(a) and the applicable IWC Wage Order
23 as to Plaintiffs and Class Members, and willfully failed to provide accurate itemized wage
24 statements thereto;
25 29. For all actual, consequential, and incidental losses and damages, according to proof;
26 30. For injunctive relief pursuant to California Labor Code section 226(h);
27 31. For statutory penalties pursuant to California Labor Code section 226(e);
28 32. For attorneys' fees and costs pursuant to California Labor Code section 226(e)(1);

1 and

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

3 **AS TO THE SIXTH CAUSE OF ACTION**

4 34. That the Court declare, adjudge, and decree that Defendants violated Labor Code
5 §§ 246 and 246.5 by willfully failing to provide paid sick leave; and,

6 35. Restitution for every paid sick leave day/hour unlawfully withheld and under
7 accrued;

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

9 **AS TO THE SEVENTH CAUSE OF ACTION**

10 37. That the Court declare, adjudge and decree that Defendants violated California
11 Labor Code section 204 by willfully failing to timely pay Plaintiffs and Class Members overtime
12 wages, minimum wages, meal and rest period premium wages during their employment;

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

14 39. For statutory penalties according to proof pursuant to California Labor Code section
15 210;

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

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

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

21 **AS TO THE EIGHTH CAUSE OF ACTION**

22 43. That the Court declare, adjudge and decree that Defendants violated California
23 Labor Code sections 201 and 202 by willfully failing to pay overtime wages, minimum wages,
24 meal and rest period premiums, and/or sick leave pay owed at the time of termination of the
25 employment of Plaintiffs and other terminated Class Members;

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

27 45. For waiting time penalties according to proof pursuant to California Labor Code
28 section 203 for all employees who have left Defendants' employ;

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

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

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

6 **AS TO THE NINTH CAUSE OF ACTION**

7 49. That the Court declare, adjudge, and decree that Defendants violated California
8 Business & Professions Code §§ 17200, et seq. by failing to provide Plaintiffs and Class Members
9 all overtime wages due to them, failing to provide Plaintiffs and Class Members all minimum
10 wages due to them, failing to provide Plaintiffs and Class Members all meal periods, failing to
11 authorize and permit Plaintiffs and Class Members to take all rest periods, failing to provide
12 Plaintiffs and Class Members accurate and complete wage statements, failing to maintain accurate
13 payroll records for Plaintiffs and Class Members, failing to provide sufficient sick pay leave in
14 2024, failing to timely pay Plaintiffs and Class Members all earned wages during employment and
15 upon separation of employment, and failing to reimburse Plaintiffs and Class Members for
16 business-related expenses, constitutes an unlawful business practice in violation of California
17 Business and Professions Code sections 17200, et seq.;

18 50. For restitution of unpaid wages to Plaintiffs and all Class Members and prejudgment
19 interest from the day such amounts were due and payable;

20 51. For the appointment of a receiver to receive, manage and distribute all funds
21 disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a
22 result of violations of California Business & Professions Code §§ 17200 et seq.; and

23 52. For injunctive relief to ensure compliance with this section, pursuant to California
24 Business & Professions Code §§ 17200, et seq.

25 **AS TO THE TENTH CAUSE OF ACTION**

26 53. That the Court declare, adjudge and decree that Defendants violated the California
27 Labor Code by failing to pay wages for all hours worked (including minimum, straight time, and
28 overtime), failing to provide meal periods and pay the correct amount of meal period premium

wages, failing to authorize and permit rest periods and pay the correct amount of rest period premium wages, failing to pay all earned wages twice per month, failing to maintain accurate records of hours worked and meal periods, failing to pay all final wages to terminated employees, failing to furnish accurate wage statements, and failure to indemnify employees for necessary business expenditures;

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

55. For all civil penalties pursuant to California Labor Code §§ 2699, et seq., and all other applicable Labor Code provisions;

56. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code § 2699; and,

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

AS TO ALL CAUSES OF ACTION

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

59. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure § 1021.5 and/or Labor Code § 1194(a) or as otherwise provided by law as to all causes of action that allow recovery of attorney's fees;

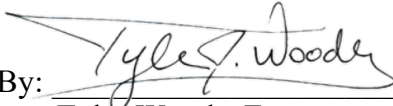
60. For a trial by jury as to all causes of action triable by jury; and

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

Respectfully submitted,

Dated: December 9, 2025

WILSHIRE LAW FIRM

By: 
Tyler Woods, Esq.
James Yoo, Esq.
Heriberto Ponce, Esq.
Ruby Carrera, Esq.

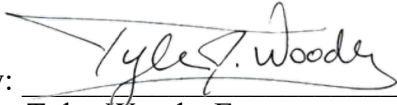
Attorneys for Plaintiffs

DEMAND FOR JURY TRIAL

Plaintiffs demand a trial by jury as to all causes of action triable by jury.

Dated: December 9, 2025

WILSHIRE LAW FIRM

By: 
Tyler Woods, Esq.
James Yoo, Esq.
Heriberto Ponce, Esq.
Ruby Carrera, Esq.
Attorneys for Plaintiffs

PROOF OF SERVICE

Enright v. KA Preschool, et al.
30-2024-01442772-CU-OE-CXC

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

I, Cristina Kennedy, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 660 S. Figueroa Street, Sky Lobby, Los Angeles, CA 90017. My electronic service address is cristina.kennedy@wilshirelawfirm.com.

On December 9, 2025, I served the foregoing **SECOND AMENDED CLASS & REPRESENTATIVE ACTION COMPLAINT**, on the interested parties by the following methods of service:

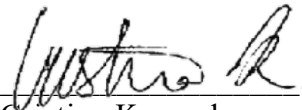
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Facsimile: (949) 854-7099

Attorney for Defendants

(X) **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 email address or e-mail of record in this action.

I declare under the penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

Executed on December 9, 2025, at Los Angeles, California.


Cristina Kennedy