NORTHERN CALIFORNIA

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LODI, CALIFORNIA 95240
[BY APPT. ONLY – NO SERVICE ACCEPTED]
♦
SOUTHERN CALIFORNIA

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LOS ANGELES, CALIFORNIA 90012
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August 15, 2025

SENT VIA ONLINE FILING (https://dir.tfaforms.net/411)

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, California 94612

SENT VIA CERTIFIED MAIL

Kindercare Education LLC
5005 Meadows Rd., Suite 200
Lake Oswego, OR 97035

KCE Champions LLC
5005 Meadows Rd., Suite 200
Lake Oswego, OR 97035

Re: Keira Goodwin (DOB: [redacted]

To Whom It May Concern:

This firm represents Keira Goodwin in relation to her employment with Kindercare Education LLC (“Kindercare”) and KCE Champions LLC (“KCE Champions”)(hereinafter collectively “Employers”). In accordance with California Labor Code section 2699.3, this letter shall serve as Ms. Goodwin’s written notice to the Labor and Workforce Development Agency (“LWDA”) and Employers regarding the following Labor Code violations, and the facts and theories supporting the same.

Employers operate before and after school programs throughout California. Ms. Goodwin was employed by Employers as an education from September 2024 through August 2025. Throughout her employment, Ms. Goodwin was a non-exempt employee entitled to be paid for every hour worked and overtime as appropriate. During the last year, however, Employers have:

1. Failed to Pay Minimum Wage – Because of Employers’ unlawful compensation system, and in violation of Labor Code sections 1197 and 1182.12 et seq., Employers hourly, non-exempt employees were routinely denied at least minimum wage for all hours worked. Specifically, Employer would (a) refuse to pay employees minimum wage for each hour worked, (b) require employer to work off-the-clock, (c) unlawfully round employees’ time to the quarter hour, and/or (d) manipulate employees’ time to their detriment. For Ms. Goodwin this included, but was not limited to, being required to attend training off-the-clock, being contacted regarding work-related matters after hours, and being denied pay for each hour worked.

2. Overtime – Because of Employer' unlawful compensation system, and in violation of Labor Code section 510, Employer's hourly, non-exempt employees were routinely denied overtime. Specifically, Employer would (a) refuse to pay employees minimum wage for each hour worked, (b) require employer to work off-the-clock, (c) unlawfully round employees' time to the quarter hour, and/or (d) manipulate employees' time to their detriment. For Ms. Goodwin this included, but was not limited to, being required to attend training off-the-clock, being contacted regarding work-related matters after hours, and being denied pay for each hour worked.

3. Failed to Provide Meal Breaks and/or Pay Premiums – Because of their busy schedules, understaffing, and unlawful policies, Employers' hourly, non-exempt employees routinely were not relieved of all duties for their meal breaks, were not timely provided meal breaks, were not provided uninterrupted meal breaks and/or were not provided the requisite number of meal breaks for the duration of their shifts. For Ms. Goodwin this included, but was not limited to, being denied meal breaks because Employers lacked sufficient staff to maintain appropriate student to educator ratios and having her time manipulated to avoid paying premiums for missed, untimely, or interrupted meal breaks When their non-exempt, hourly employees were not provided compliant meal breaks, Employers failed to pay the appropriate premiums.

4. Failed to Provide Paid Rest Breaks and/or Pay Premiums – Because of their busy schedules, understaffing, and unlawful policies, Employers' hourly, non-exempt employees routinely were not relieved of all duties for their rest breaks, were not timely provided rest breaks, were not provided uninterrupted rest breaks and/or were not provided the requisite number of rest breaks for the duration of their shifts. For Ms. Goodwin this included, but was not limited to, being denied est breaks because Employers lacked sufficient staff to maintain appropriate student to educator ratios and having her time manipulated to avoid paying premiums for missed, untimely, or interrupted rest breaks When their non-exempt, hourly employees were not provided compliant rest breaks, Employers failed to pay the appropriate premiums.

5. Failure to Furnish Accurate Itemized Wage Statements – Because of the violations set forth above, the wage statements furnished by Employers to their employees violated Labor Code section 226(a) insofar as they failed to:

a. Accurately show the gross wages earned in violation of section 226(a)(1);
b. Accurately show the total number of hours worked by the employee in violation of section 226(a)(2);
c. Accurately show the net wages earned in violation of section 226(a)(5); and
d. Accurately show all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate in violation of section 226(a)(9).

Separately and apart from the foregoing, the wage statements furnished by KCE Champions violated Labor Code section 226(a)(2) insofar as they failed to accurately show the total number of hours worked by the employee. For example, during the pay period beginning on January 5, 2025, and ending on January 18, 2025, the wage statement furnished to Ms. Goodwin states that she worked 0.50 hours. See **Exhibit 1**. Ms. Goodwin did not work 0.00 hours during the pay period beginning on January 5, 2025, and ending on January 18, 2025.

Additionally, the wage statements furnished by KCE Champions violated Labor Code section 226(a)(9) insofar as they failed to accurately show all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate. For example, during the pay period beginning on January 5, 2025, and ending on January 18, 2025, the wage statement furnished to Ms. Goodwin states that she worked –

a. .501388 hours of "FLSA Overtime" (from January 12, 2025, through January 18, 2025) at $29.25/hr for which she was paid $14.67;
b. 30.04 hours of "Premium Pay" (from January 5, 2025, through January 11, 2025) at $19.50/hr for which she was paid $0.00;
c. 30.54611 hours of "Premium Pay" (from January 12, 2025, through January 18, 2025) at $19.50/hr for which she was paid $0.00;
d. 30.04 hours of "Regular" (from January 5, 2025, through January 11, 2025) at $19.5/hr for which she was paid $585.75; and
e. 38.54611 hours of "Regular" (from January 12, 2025, through January 18, 2025) at $19.5/hr for which she was paid $751.65. See **Exhibit 1**.

Ms. Goodwin and Employers' other non-exempt employees could not promptly and easily determine (a) the total number of hours worked or (b) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate from the wage statement furnished by KCE Champions

Additionally, Ms. Goodwin and Employers' other non-exempt employees' wage statements listed Kindercare as their employer throughout 2024. See e.g., **Exhibit 2**. Thereafter, Ms. Goodwin and Employers' other non-exempt employees' wage statements listed KCE Champions as their employer. See **Exhibit 1**. If Kindercare is Ms. Goodwin and Employers' other non-exempt employees' employer, then the wage statements furnished in 2025 identifying KCE Champions as their employer are inaccurate and violate Labor Code Section 226(a)(8). If KCE Champions is Ms. Goodwin and Employers' other non-exempt employees' employer, then the wage statements furnished in 2024 identifying Kindercare as their employer are inaccurate and violate Labor Code Section 226(a)(8).

6. <u>Failure to Timely Pay Wages</u> –Because Ms. Goodwin and Employers' other non-exempt employees are not compensated for all of their minimum wage, overtime, and meal / breaks (or premiums associate therewith), they are not timely compensated for the same during each pay period and at the end of their employment in violation of Labor Code Sections 201-204 and 210.

7. <u>Failure to Reimburse for Business Expenses</u> – Additionally, Ms. Goodwin and Employer' other non-exempt employees are not reimbursed for expenses necessarily incurred in the performance of their duties. This included, but was not limited to, use of their cell phones. Employers would frequently communicate with Ms. Goodwin and their other non-exempt

employees during and outside of work via phone calls, texts and use of messaging apps such as GroupMe. Ms. Goodwin and Employers' other non-exempt employees were not reimbursed for the requisite cell phone usage (and also not compensated for the time spent communicating with Employers "outside of work").

8. Failure to Maintain Accurate Records – Labor Code § 1174(d) requires employers to maintain accurate records of the hours worked by and wages paid to employees. However, as set forth above, Employers failed to maintain accurate records of the time worked by Ms. Goodwin and its other non-exempt employees, in violation of Labor Code § 1174(d).

Accordingly, and as set forth above, Ms. Goodwin contends Employers have violated Labor Code sections 201-204, 210, 226, 226.7, 510, 512, 1182.12 et seq., 1198 and 2802, as well as the applicable IWC Wage Orders.

If the LWDA believes that it needs additional information to determine whether to investigate these claims, please contact me immediately to request the additional information, which I will provide to the extent it is available to me or my client.

If the LWDA does not intend to investigate these violations, Ms. Goodwin intends to file a civil complaint, or amend a pre-existing civil complaint, against Employers pursuant to the Labor Code Private Attorneys General Act of 2004 (Labor Code §§ 2698 – 2699.5), on her behalf and, as a proxy for the LWDA, on behalf of all aggrieved current and former California non-exempt, hourly employees. Thank you for your attention in this matter.

Regards,

MAYALL HURLEY P.C.

By ________________________________

Robert Wassermann

With Exhibits

Exhibit 1

KCE Champions LLC 5005 Meadows Rd. Suite 200 Lake Oswego, OR 97035 (800) 633-1488
Keira Goodwin [redacted]

Name	Company	Employee ID	Pay Period Begin	Pay Period End	Check Date	Check Number
Keira Goodwin	KCE Champions LLC	981090	01/05/2025	01/18/2025	01/24/2025	

	Hours Worked	Gross Pay	Pre Tax Deductions	Employee Taxes	Post Tax Deductions	Net Pay
Current	0.50	1,352.10	0.00	[redacted]	0.00	1,124.61
YTD	0.50	1,401.00	0.00	[redacted]	0.00	1,169.18

Earnings						
Description	Dates	Hours	Rate	Amount	YTD Hours	YTD Amount
FLSA Overtime (1.5	01/12/2025 - 01/18/2025	0.501388	29.25	14.67	0.501388	14.67
Premium Pay	01/05/2025 - 01/11/2025	30.04	19.5	0.00		
Premium Pay	01/12/2025 - 01/18/2025	30.54611	19.5	0.00		0.00
Regular	01/05/2025 - 01/11/2025	30.04	19.5	585.78		
Regular	01/12/2025 - 01/18/2025	38.54611	19.5	751.65	71.093611	1,386.33
Earnings				1,352.10		1,401.00

Employee Taxes		
Description	Amount	YTD
OASDI	[redacted]	
Medicare		
Federal Withholding		
State Tax - CA		
CA SDI - CASDI		
Employee Taxes		

Taxable Wages		
Description	Amount	YTD
OASDI - Taxable Wages	[redacted]	
Medicare - Taxable Wages		
Federal Withholding - Taxable Wages		
State Tax Taxable Wages - CA		

	Federal	State
Marital Status	Single or Married filing separately	Single or Married (with two or more incomes)
Allowances	0	0
Additional Withholding	0	0

Absence Plans			
Description	Accrued	Reduced	Available
Legacy Sick	0	0	0
Other PTO	0	0	0
Sick Time	2.31	0	19.67
Vacation	0	0	0

Payment Information				
Bank	Account Name	Account Number	USD Amount	Amount
Bank Name	[redacted]			1,124.61 USD

Exhibit 2

CO.	FILE	CENTER	CLOCK	VCHR. NO.	
CHA	981090	002197	USMAL	0000482449	1

Earnings Statement

ADP

KINDERCARE EDUCATION LLC
5005 MEADOWS RD. SUITE 200
LAKE OSWEGO, OR 97035
888-525-2472

Period Beginning: 11/10/2024
Period Ending: 11/23/2024
Pay Date: 11/27/2024

[redacted]

Filing Status: Single/Married filing separately
Exemptions/Allowances:
Federal: Standard Withholding Table

Earnings

	rate	hours	this period	year to date
Regular	19.5000	71.08	1,386.06	4,609.81
Gross Pay			**$1,386.06**	**$4,609.81**

Other Benefits and Information

	this period	total to date
Totl Hrs Worked	71.08	

Important Notes
888-525-2472

Additional Tax Withholding Information

[redacted]

Deductions **Statutory**

[redacted]

Net Pay	**$1,148.13**
Checking 1	-1,148.13
Net Check	**$0.00**

Your federal taxable wages this period are $1,386.06
Your CA taxable wages this period are $1,386.06

KINDERCARE EDUCATION LLC
5005 MEADOWS RD. SUITE 200
LAKE OSWEGO, OR 97035
888-525-2472

Advice number: **00000482449**
Pay date: 11/27/2024

Deposited to the account of	account number	transit ABA	amount
KEIRA GOODWIN	xxxxx9736	xxxx xxxx	$1,148.13

NON-NEGOTIABLE