

CONSUMER ADVOCATE LAWYER, P.C.

Michelle Avidisyans (SBN 348652)
michelle@consumeradvocatelawyer.com
10617 Artrude Street,
Los Angeles, California 91040
Tel: (818) 642-3308

ELECTRONICALLY
FILED
Superior Court of California,
County of San Francisco

12/10/2025
Clerk of the Court
BY: JEFFREY FLORES
Deputy Clerk

Attorney for Plaintiff, Julia Thompson, on behalf of
herself and all others similarly situated

[Additional counsel on following page]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO**

JULIA THOMPSON, on behalf of
herself and all others similarly situated,

Plaintiff,

v.

CURIOUS CARDINALS INC, a
Delaware corporation; ALEC KATZ,
an individual; AUDREY WISCH, an
individual; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO.: CGC-25-629580

FIRST AMENDED CLASS ACTION
COMPLAINT FOR:

1. WILLFUL MISCLASSIFICATION OF
EMPLOYEE;
2. FAILURE TO PAY MINIMUM WAGES;
3. FAILURE TO PROVIDE REST PERIODS;
4. FAILURE TO FURNISH TIMELY AND
ACCURATE ITEMIZED WAGE
STATEMENTS;
5. FAILURE TO INDEMNIFY NECESSARY
BUSINESS EXPENSES;
6. UNFAIR COMPETITION;
7. CIVIL PENALTIES UNDER THE PRIVATE
ATTORNEYS GENERAL ACT

DEMAND FOR JURY TRIAL

[Amount in Controversy Exceeds \$35,000]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PAYASLYAN LAW, P.C.
Robert B. Payaslyan (SBN 340331)
robert@payaslyanlaw.com
1924 N. Rose St.
Burbank, California 91505
Tel: (818) 795-8640

COMES NOW Plaintiff JULIA THOMPSON (“Plaintiff”), on behalf of herself and all others similarly situated, and alleges as follows:

INTRODUCTION

1. This is a Class Action, pursuant to Code of Civil Procedure section 382, against CURIOUS CARDINALS INC, a Delaware corporation, and any of its respective subsidiaries or affiliated companies within the State of California (“Curious Cardinals”); and DOES 1 through 50 as further defined below, (collectively, “Defendants”) on behalf of Plaintiff and all others similarly situated, including all other current and former individuals hired and/or employed as “Mentors” and/or “Tutors” and classified as independent contractors by Defendants who resided and/or worked in the State of California (“Class Members”).

2. This is also a representative action, pursuant to the Labor Code Private Attorneys General Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), against Defendants, and any of their respective subsidiaries or affiliated companies within the State of California, as a proxy of the Labor and Workforce Development Agency of the State of California (“LWDA”), on behalf of Plaintiff and all other current and former individuals hired and/or employed as “Mentors” and/or “Tutors” and classified as independent contractors by Defendants who resided and/or worked in the State of California and worked within the Civil Penalty Period (collectively, “Aggrieved Employees”), as further defined herein, and, as it pertains to the alleged claims for violations of the Labor Code, including but not limited to, failure to comply with Labor Code Labor Code sections 204, 226, 226.7, 226.8, 246 *et seq.*, 1194, 1197, 1199, and 2802.

PARTIES

A. Plaintiff

3. Plaintiff is a resident of and domiciled in the State of California. At all relevant times herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants hired Plaintiff purportedly as an independent contractor from approximately July of 2020 to present date, with duties that included, but were not limited to, mentoring and tutoring Defendants’ clients and customers.

///

1 **B. Defendants**

2 4. Plaintiff is informed and believes, and based thereon alleges, that defendant Curious
3 Cardinals is, and at all times relevant hereto was, a corporation organized and existing under and by
4 virtue of the laws of the State of Delaware. Plaintiff is further informed and believes and based
5 thereon alleges that Curious Cardinals operates its Principal Office and does business in the County
6 of San Francisco, State of California. At all relevant times herein, Curious Cardinals employed
7 Plaintiff and similarly situated individuals within the State of California.

8 5. The true names and capacities, whether individual, corporate, associate, or otherwise,
9 of defendants sued herein as DOES 1 through 50, inclusive, are currently unknown to Plaintiff, who
10 therefore sues defendants by such fictitious names under Code of Civil Procedure section 474.
11 Plaintiff is informed and believes and based thereon alleges that each of the defendants designated
12 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein.
13 Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of
14 the defendants designated hereinafter as DOES when such identities become known. Plaintiff is
15 informed and believes, and based thereon alleges, that each defendant acted in all respects pertinent
16 to this action, as the agent of the other defendant(s), carried out a joint scheme, business plan or
17 policy in all respects pertinent hereto, and the acts of each joint defendant are legally attributable to
18 the other defendants. As employers of Plaintiff and all others similarly situated, Defendants, and
19 each of them, are either solely, or jointly and severally liable for the damages alleged in Plaintiff's
20 operative complaint. Whenever, heretofore or hereinafter, reference is made to "Defendants," it shall
21 include Curious Cardinals, and any of its parents, subsidiaries or affiliated companies within the
22 State of California; as well as DOES 1 through 50 identified herein.

23 **JOINT LIABILITY ALLEGATIONS**

24 6. Plaintiff is informed and believes, and based thereon alleges, that all the times
25 mentioned herein, each of the Defendants was the agent, principal, employee, employer,
26 representative, joint venture or co-conspirator of each of the other defendants, either actually or
27 ostensibly, and in doing the things alleged herein acted within the course and scope of such agency,
28 employment, joint venture, and conspiracy.

1 7. All of the acts and conduct described herein of each and every corporate defendant
2 was duly authorized, ordered, and directed by the respective and collective defendant corporate
3 employers, and the officers and management-level employees of said corporate employers. In
4 addition thereto, said corporate employers participated in the aforementioned acts and conduct of
5 their said employees, agents, and representatives, and each of them; and upon completion of the
6 aforesaid acts and conduct of said corporate employees, agents, and representatives, the defendant
7 corporation respectively and collectively ratified, accepted the benefits of, condoned, lauded,
8 acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the
9 aforementioned corporate employees, agents and representatives.

10 8. Plaintiff is informed and believes, and based thereon alleges, that there exists such a
11 unity of interest and ownership between Defendants, and each of them, that their individuality and
12 separateness have ceased to exist.

13 9. Plaintiff is informed and believes, and based thereon alleges, that despite the
14 formation of the purported corporate existences of Curious Cardinals, and DOES 1 through 25,
15 inclusive (the “Alter Ego Defendants”), they, and each of them, are one and the same DOES 26
16 through 50 (“Individual Defendants”), and each of them, due to, but not limited to, the following
17 reasons:

18 A. The Alter Ego Defendants are completely dominated and controlled by the Individual
19 Defendants who personally committed the wrongful and illegal acts and violated the
20 laws as set forth in this Complaint, and who have hidden and currently hide behind
21 the Alter Ego Defendants to perpetrate frauds, circumvent statutes, or accomplish
22 some other wrongful or inequitable purpose;

23 B. The Individual Defendants derive actual and significant monetary benefits by and
24 through the Alter Ego Defendants’ unlawful conduct, and by using the Alter Ego
25 Defendants as the funding source for the Individual Defendants’ own personal
26 expenditures;

27 C. Plaintiff is informed and believes, and thereon alleges, that the Individual Defendants
28 and the Alter Ego Defendants, while really one and the same, were segregated to

1 appear as though separate and distinct for purposes of perpetrating a fraud,
2 circumventing a statute, or accomplishing some other wrongful or inequitable
3 purpose;

4 D. Plaintiff is informed and believes, and based thereon alleges, that the business affairs
5 of the Individual Defendants and the Alter Ego Defendants are, and at all relevant
6 times mentioned herein were, so mixed and intermingled that the same cannot
7 reasonably be segregated, and the same are inextricable confusion. The Alter Ego
8 Defendants are, and at all relevant times mentioned herein were, used by the
9 Individual Defendants as mere shells and conduits for the conduct of certain of their,
10 and each of their affairs. The Alter Ego Defendants are, and at all relevant times
11 mentioned herein were, the alter egos of the Individual Defendants;

12 E. The recognition of the separate existence of the Individual Defendants and the Alter
13 Ego Defendants would promote injustice insofar that it would permit defendants to
14 insulate themselves from liability to Plaintiff for violations of the Civil Code, Labor
15 Code, and other statutory violations. The corporate existence of these defendants
16 should thus be disregarded in equity and for the ends of justice because such
17 disregard is necessary to avoid fraud and injustice to Plaintiff and the Class
18 Members;

19 F. Accordingly, the Alter Ego Defendants constitute the alter ego of the Individual
20 Defendants (and vice versa), and the fiction of their separate corporate existence
21 must be disregarded;

22 10. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
23 thereon alleges, that Defendants, and each of them, are joint employers.

24 **JURISDICTION**

25 11. Jurisdiction exists in the Superior Court of the State of California pursuant to Code
26 of Civil Procedure section 410.10.

27 12. Venue is proper in San Francisco County, California pursuant to Code of Civil
28 Procedure sections 392, *et seq.* because, among other things, San Francisco County is where the

1 causes of action complained of herein arose; the county in which the employment relationship
2 began; the county in which performance of the employment contract, or part of it, between Plaintiff
3 and Defendants was due to be performed; the county in which the employment contract, or part of
4 it, between Plaintiff and Defendants was actually performed; and the county in which Defendants,
5 or some of them, reside. Finally, venue is proper in San Francisco County as the unlawful acts
6 alleged herein have a direct effect on Plaintiff and all others similarly situated within San Francisco
7 County and the State of California.

8 13. Plaintiff is an “aggrieved employee” under PAGA, as Plaintiff was employed by
9 Defendants during the applicable statutory period and suffered each of the Labor Code violations
10 set forth herein. Accordingly, Plaintiff seeks to recover civil penalties, as the term “civil penalty” is
11 defined under *ZB N.A. v. Superior Court* (2019) 8 Cal.5th 175, under the Labor Code Private
12 Attorneys General Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”) plus
13 reasonable attorneys’ fees and costs, for Plaintiff and all other aggrieved current and former
14 employees of Defendants during the Civil Penalty Period.

15 14. Specifically, Plaintiff seeks to recover PAGA civil penalties through a representative
16 action permitted by PAGA and the California Supreme Court in, among other authorities, *Arias v.*
17 *Superior Court* (2009) 46 Cal.4th 969. According to the same authorities, class certification of the
18 PAGA allegations described herein is not required.

19 15. During the period beginning one (1) year preceding the provision of notice to the
20 LWDA regarding the herein-described Labor Code violations (the “Civil Penalty Period”),
21 Defendants violated, *inter alia*, Labor Code sections 204, 226, 226.3, 226.7, 226.8, 246 *et seq.*, 558,
22 1174, 1194, 1197, 1197.1, 1198.5, 1199, 2802, and 2699, among others.

23 16. Labor Code section 2699, subdivisions (a) and (g), authorizes aggrieved employees
24 such as Plaintiff, on behalf of Plaintiff and all other Aggrieved Employees within the statutory
25 period, to bring a civil action to recover civil penalties pursuant to the procedures specified in Labor
26 Code section 2699.3.

27 17. On or around September 23, 2025, Plaintiff provided written notice pursuant to Labor
28 Code section 2699.3 online and by certified mail, of Defendants’ violation of various, including the

1 herein-described, provisions of the Labor Code, to the LWDA, as well as by certified mail to
2 Defendants, and each of them. On or around October 2, 2025, Plaintiff amended the written notice
3 pursuant to Labor Code section 2699.3 online and by certified mail, of Defendants' violation of
4 various, including the herein-described, provisions of the Labor Code, to the LWDA, as well as by
5 certified mail to Defendants, and each of them.

6 18. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
7 provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65)
8 calendar days of the September 23, 2025 and October 2, 2025 postmarked date of the herein-
9 described notice sent by Plaintiff to the LWDA and Defendants.

10 **FACTUAL BACKGROUND**

11 19. Defendants hired Plaintiff on or about July 20, 2020 as a "Mentor" and/or "Tutor" to
12 provide tutoring services to Defendants' clients and customers.

13 20. For at least four (4) years prior to the filing of this Action and continuing to the
14 present, Defendants intentionally misclassified Plaintiff and Class Members as independent
15 contractors rather than non-exempt employees.

16 21. For at least four (4) years prior to the filing of this Action and continuing to the
17 present, Curious Cardinals held itself out to the public as a tutoring service offering mentorship and
18 tutoring services.

19 22. For at least four (4) years prior to the filing of this Action and continuing to the
20 present, Defendants, both as a matter of contract and in fact, controlled and directed the work
21 performed by Plaintiff and Class Members when they worked as "Mentors" and/or "Tutors" for
22 Defendants. For example, Defendants required Plaintiff and Class Members to: (1) attend and
23 participate in training sessions regarding the method and manner by which they needed to carry out
24 their duties and responsibilities as "Mentors" and/or "Tutors;" (2) review and sign Defendants'
25 policies every new school semester; and (3) use Defendants' tools and software to perform their
26 work as "Mentors" and/or "Tutors." Further, Defendants, at times, structured the lesson plans that
27 Plaintiff and Class Members were required to use when performing work as "Mentors" and/or
28 "Tutors." Moreover, Defendants monitored each tutoring session, required Plaintiff and Class

Members to complete certain pre-session and post-session tasks in order to get paid, and required Plaintiff and Class Members to abide by Defendants' cancelation policies, among other policies.

23. For at least four (4) years prior to the filing of this Action and continuing to the present, Plaintiff and Class Members were required by Defendants to provide services to Defendants' clients and customers under Curious Cardinals' name.

24. For at least four (4) years prior to the filing of this Action and continuing to the present, Plaintiff and Class Members were not customarily or previously engaged in an independently established trade of the same nature as, or related to, the mentoring or tutoring of school students.

25. For at least four (4) years prior to the filing of this Action and continuing to the present, Plaintiff and Class Members were not permitted to negotiate their hours and terms of work directly with Defendants' clients and customers. Rather, Defendants set the length of tutoring and mentoring sessions and required Plaintiff and Class Members to provide services to Defendants' clients and customers throughout the specifically determined timeframe of each session.

26. For at least four (4) years prior to the filing of this Action and continuing to the present, Plaintiff and Class Members were not permitted to set their own rates of pay and were not permitted to negotiate their rates of pay with Defendants' clients and customers. Rather, Defendants determined the rates that Defendants would charge Defendants' clients and customers. Defendants then collected payment from their clients and customers directly. Defendants then deducted a portion of the payment remitted by their clients and customers, which Defendants paid to Plaintiff and Class Members for the work they performed as "Mentors" and/or "Tutors." Defendants, alone, determined the amount which would get deducted and thereby paid to Plaintiff and Class Members. Plaintiff and Class Members had no say in the deducted amounts or rates by which they got paid for work they performed as "Mentors" and/or "Tutors."

27. For at least four (4) years prior to the filing of this action and continuing to the present, Defendants have willfully misclassified Plaintiff and Class Members as independent contractors rather than non-exempt employees.

///

1 28. For at least four (4) years prior to the filing of this Action and continuing to the
2 present, Defendants have failed to pay minimum wages to Plaintiff and Class Members in violation
3 of California state wage and hour laws, by, among other things: failing to accurately track and pay
4 for all time actually worked; only paying Plaintiff and Class Members for time spent during tutoring
5 and mentoring sessions; requiring Plaintiff and Class Members to complete certain pre-session and
6 post-session tasks for which they did not get paid; requiring Plaintiff and Class Members to regularly
7 attend training and meeting sessions for which they did not get paid; requiring Plaintiff and Class
8 Members to communicate with Defendants regarding their job duties and responsibilities as
9 “Mentors” and/or “Tutors,” without paying Plaintiff and Class Members for the time spent engaging
10 in such communications; and misclassifying Plaintiff and Class Members as independent
11 contractors to the detriment of Plaintiff and Class Members.

12 29. For at least four (4) years prior to the filing of this action and continuing to the
13 present, Plaintiff and Class Members, at times, worked for 3.5 hours or more consecutively within
14 a single workday for Defendants and Defendants have, at times, failed to authorize and permit
15 Plaintiff and Class Members to take rest periods of at least ten (10) minutes per four (4) hours
16 worked or major fraction thereof and failed to provide compensation for such unprovided rest
17 periods as required by California wage and hour laws.

18 30. For at least one (1) year prior to the filing of this Action and continuing to the present,
19 Defendants have knowingly and intentionally failed to furnish Plaintiff and Class Members with
20 itemized wage statements that accurately reflect gross wages earned; total hours worked; net wages
21 earned; all applicable hourly rates in effect during the pay period and the corresponding number of
22 hours worked at each hourly rate; the name and address of the legal entity that is the employer; and
23 other such information as required by Labor Code section 226, subdivision (a). As a result thereof,
24 Defendants have further failed to furnish employees with an accurate calculation of gross and gross
25 wages earned, as well as gross and net wages paid.

26 31. For at least three (3) years prior to the filing of this action and continuing to the
27 present, Defendants have failed to indemnify Plaintiff and Class Members for the costs incurred in
28 purchasing and maintaining mandatory computers, laptops, cell phones, wireless internet data plans,

1 and computer software.

2 32. Plaintiff, on her own behalf and on behalf of Class Members, brings this action
3 pursuant to, including but not limited to, Labor Code sections 200, 226, 226.7, 226.8, 558.1, 1194,
4 1194.2, 1197, 2802, California Code of Regulations, Title 8, section 11040, and all other such
5 provisions of California law seeking unpaid wages, minimum wages, payment of premium wages
6 for missed rest periods, wage statement penalties, indemnification for work-related expenses,
7 misclassification penalties, pre-and-post-judgment interest, and reasonable attorneys' fees and costs.

8 33. Plaintiff, on her own behalf and on behalf of Class Members, pursuant to Business
9 and Professions Code sections 17200 through 17208, also seeks an injunction prohibiting
10 Defendants from further violating the Labor Code and requiring the establishment of appropriate
11 and effective means to prevent further violations, as well as all monies owed but withheld and
12 retained by Defendants to which Plaintiff and Class Members are entitled, as well as restitution of
13 amounts owed.

14 **CLASS ACTION ALLEGATIONS**

15 34. Plaintiff brings this action on behalf of Plaintiff and Class Members as a class action
16 pursuant to Code of Civil Procedure section 382. Plaintiff seeks to represent a class of all current
17 and former individuals hired and/or employed as "Mentors" and/or "Tutors" and classified as
18 independent contractors by Defendants within the State of California at any time commencing four
19 (4) years preceding the filing of Plaintiff's complaint up until the time that notice of the class action
20 is provided to the class (collectively referred to as "Class Members").

21 35. Plaintiff reserves the right under California Rule of Court rule 3.765, subdivision (b)
22 to amend or modify the class description with greater specificity, further divide the defined class
23 into subclasses, and to further specify or limit the issues for which certification is sought.

24 36. This Action has been brought and may properly be maintained as a class action under
25 the provisions of Code of Civil Procedure section 382 because there is a well-defined community
26 of interest in the litigation and the proposed Class is easily ascertainable.

27 ///

28 ///

1 **A. Numerosity**

2 37. The potential Class Members as defined are so numerous that joinder of all the
3 members of the Class is impracticable. While the precise number of Class Members has not been
4 determined yet, Plaintiff is informed and believes that there are over one hundred (100) Class
5 Members.

6 38. Accounting for employee turnover during the relevant periods necessarily increases
7 this number. Plaintiff alleges Defendants' records would provide information as to the number and
8 location of all Class Members. Joinder of all members of the proposed Class is not practicable.

9 **B. Commonality**

10 39. There are questions of law and fact common to Class Members. These common
11 questions include, but are not limited to:

- 12 A. Did Defendants misclassify Plaintiff and Class Members as independent contractors
13 rather than employees under the California Labor Code?
- 14 B. Was Defendants' misclassification of Plaintiff and Class Members willful under
15 Labor Code section 226.8?
- 16 C. Did Defendants violate Labor Code sections 1194 and 1197 by failing to pay Plaintiff
17 and Class Members for all time worked?
- 18 D. Did Defendants violate applicable Wage Orders by not authorizing or permitting
19 Plaintiff and Class Members to take compliant rest periods?
- 20 E. Did Defendants violate Labor Code section 226.7 by not providing Class Members
21 with additional wages for non-compliant rest periods?
- 22 F. Did Defendants violate Labor Code section 226, subdivision (a) by not furnishing
23 Plaintiff and Class Members with accurate itemized wage statements?
- 24 G. Did Defendants fail to indemnify Plaintiff and Class Members for all necessary
25 expenditures or losses incurred in direct consequence of the discharge of their duties
26 or by obedience to the directions of Defendants as required under Labor Code section
27 2802?

28 ///

1 H. Did Defendants violate the Unfair Competition Law, Business and Professions Code
2 section 17200, *et seq.*, by their unlawful practices as alleged herein?

3 I. Are Class Members entitled to restitution of wages under Business and Professions
4 Code section 17203?

5 J. Are Class Members entitled to costs and attorneys' fees?

6 K. Are Class Members entitled to interest?

7 **C. Typicality**

8 40. The claims of Plaintiff herein alleged are typical of those claims which could be
9 alleged by any Class Members, and the relief sought is typical of the relief which would be sought
10 by each Class Member in separate actions. Plaintiff and Class Members sustained injuries and
11 damages arising out of and caused by Defendants' common course of conduct in violation of laws
12 and regulations that have the force and effect of law and statutes as alleged herein.

13 **D. Adequacy of Representation**

14 41. Plaintiff will fairly and adequately represent and protect the interest of Class
15 Members. Counsel who represents Plaintiff is competent and experienced in litigating wage and
16 hour class actions.

17 **E. Superiority of Class Action**

18 42. A class action is superior to other available means for the fair and efficient
19 adjudication of this controversy. Individual joinder of all Class Members is not practicable, and
20 questions of law and fact common to Class Members predominate over any questions affecting only
21 individual Class Members. Class Members, as further described therein, have been damaged and
22 are entitled to recovery by reason of Defendants' policies and/or practices that have resulted in the
23 violation of the Labor Code at times, as set out herein.

24 43. Class action treatment will allow Class Members to litigate their claims in a manner
25 that is most efficient and economical for the parties and the judicial system. Plaintiff is unaware of
26 any difficulties that are likely to be encountered in the management of this action that would
27 preclude its maintenance as a class action.

28 ///

FIRST CAUSE OF ACTION

WILLFUL MISCLASSIFICATION OF EMPLOYEE

[California Labor Code § 226.8]

(Willful Misclassification – Against All Defendants)

44. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs as though fully set forth herein.

45. California Labor Code § 226.8(a)(1) makes it unlawful for an employer to willfully misclassify an individual as an independent contractor.

46. Pursuant to California Labor Code section 226.8(b), if a person or employer has willfully misclassified an individual as an independent contractor, the person or employer shall be subject to a civil penalty of not less than five thousand dollars (\$5,000) and not more than fifteen thousand dollars (\$15,000) for each violation, in addition to any other penalties or fines permitted by law. Cal. Lab. Code § 226.8(b).

47. Pursuant to California Labor Code section 226.8(c), if a person or employer has engaged in or is engaging in a pattern or practice that willfully misclassified an individual as an independent contractor, the person or employer shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than twenty-five thousand dollars (\$25,000) for each violation.

48. Pursuant to California Labor Code section 2775(b)(1)(A)-(C), individual workers are to be classified as employees unless an employer establishes: “(A) The person is free from the control and direction of the hiring entity in connection with the performance of the work, both under the contract for the performance of the work and in fact. (B) The person performs work that is outside the usual course of the hiring entity’s business. (C) The person is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed.”

49. For at least four (4) years prior to the filing of this Action and continuing to the present, Defendants, both as a matter of contract and in fact, controlled and directed the work performed by Plaintiff and Class Members when they worked as “Mentors” and/or “Tutors” for

1 Defendants. For example, Defendants required Plaintiff and Class Members to: (1) attend and
2 participate in training sessions regarding the method and manner by which they needed to carry out
3 their duties and responsibilities as “Mentors” and/or “Tutors;” (2) review and sign Defendants’
4 policies every new school semester; and (3) use Defendants’ tools and software to perform their
5 work as “Mentors” and/or “Tutors.” Further, Defendants, at times, structured the lesson plans that
6 Plaintiff and Class Members were required to use when performing work as “Mentors” and/or
7 “Tutors.” Moreover, Defendants monitored each tutoring session, required Plaintiff and Class
8 Members to complete certain pre-session and post-session tasks in order to get paid, and required
9 Plaintiff and Class Members to abide by Defendants’ cancelation policies, among other policies.

10 50. For at least four (4) years prior to the filing of this Action and continuing to the
11 present, Plaintiff and Class Members were required by Defendants to provide services to
12 Defendants’ clients and customers under Curious Cardinals’ name.

13 51. For at least four (4) years prior to the filing of this Action and continuing to the
14 present, Plaintiff and Class Members were not customarily or previously engaged in an
15 independently established trade of the same nature as, or related to, the mentoring or tutoring of
16 school students.

17 52. For at least four (4) years prior to the filing of this Action and continuing to the
18 present, Plaintiff and Class Members were not permitted to negotiate their hours and terms of work
19 directly with Defendants’ clients and customers. Rather, Defendants set the length of tutoring and
20 mentoring sessions and required Plaintiff and Class Members to provide services to Defendants’
21 clients and customers throughout the specifically determined timeframe of each session.

22 53. For at least four (4) years prior to the filing of this Action and continuing to the
23 present, Plaintiff and Class Members were not permitted to set their own rates of pay and were not
24 permitted to negotiate their rates of pay with Defendants’ clients and customers. Rather, Defendants
25 determined the rates that Defendants would charge Defendants’ clients and customers. Defendants
26 then collected payment from their clients and customers directly. Defendants then deducted a
27 portion of the payment remitted by their clients and customers, which Defendants paid to Plaintiff
28 and Class Members for the work they performed as “Mentors” and/or “Tutors.” Defendants, alone,

1 determined the amount which would get deducted and thereby paid to Plaintiff and Class Members.
2 Plaintiff and Class Members had no say in the deducted amounts or rates by which they got paid for
3 work they performed as “Mentors” and/or “Tutors.”

4 54. For at least four (4) years prior to the filing of this action and continuing to the
5 present, Defendants have willfully misclassified Plaintiff and Class Members as independent
6 contractors rather than non-exempt employees.

7 55. Defendants violated Labor Code section 226.8 by willfully misclassifying Plaintiff
8 and Class Members as independent contractors.

9 56. Because Defendants willfully misclassified Plaintiff and Class Members as
10 independent contractors, Defendants are liable for penalties and fines pursuant to Labor Code
11 section 226.8.

12 **SECOND CAUSE OF ACTION**

13 **(Failure to Pay Minimum Wages – Against All Defendants)**

14 57. Plaintiff realleges and incorporate by reference all of the allegations contained in the
15 preceding paragraphs as though fully set forth herein.

16 58. At all relevant times, Plaintiff and Class Members were employees or former
17 employees of Defendants covered by Labor Code sections 1197, 1199 and applicable Wage Orders
18 and misclassified as independent contractors.

19 59. Pursuant to Labor Code section 1197 and applicable Wage Orders, Plaintiff and
20 Class Members were entitled to receive minimum wages for all time worked or otherwise under
21 Defendants’ control.

22 60. For at least four (4) years prior to the filing of this Action and continuing to the
23 present, Defendants have failed to pay minimum wages to Plaintiff and Class Members in violation
24 of California state wage and hour laws, by, among other things: failing to accurately track and pay
25 for all time actually worked; only paying Plaintiff and Class Members for time spent during tutoring
26 and mentoring sessions; requiring Plaintiff and Class Members to complete certain pre-session and
27 post-session tasks for which they did not get paid; requiring Plaintiff and Class Members to regularly
28 attend training and meeting sessions for which they did not get paid; requiring Plaintiff and Class

Members to communicate with Defendants regarding their job duties and responsibilities as “Mentors” and/or “Tutors,” without paying Plaintiff and Class Members for the time spent engaging in such communications; and misclassifying Plaintiff and Class Members as independent contractors to the detriment of Plaintiff and Class Members.

61. As a result of Defendants’ unlawful conduct, Plaintiff and Class Members have suffered damages in an amount, subject to proof, to the extent they were not paid minimum wages for all time worked or otherwise due.

62. Pursuant to Labor Code sections 218.6, 1194, 1194.2, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover the full amount of unpaid minimum wages, interest and penalties thereon, liquidated damages, reasonable attorneys’ fees and costs of suit.

THIRD CAUSE OF ACTION

(Failure to Provide Rest Periods – Against All Defendants)

63. Plaintiff reallege and incorporate by reference all of the allegations contained in the preceding paragraphs as though fully set forth herein.

64. At all relevant times, Plaintiffs and Class Members were employees or former employees of Defendants covered by applicable Wage Orders and misclassified as independent contractors.

65. California law and applicable Wage Orders require that employers “authorize and permit” employees to take ten (10) minute rest periods in about the middle of each four (4) hour work period “or major fraction thereof.” Accordingly, employees who work shifts of three and-a-half (3 ½) to six (6) hours must be provided ten (10) minutes of paid rest period, employees who work shifts of more than six (6) and up to ten (10) hours must be provided with twenty (20) minutes of paid rest period, and employees who work shifts of more than ten (10) hours must be provided thirty (30) minutes of paid rest period.

66. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee with a rest period as provided in the applicable Wage Order of the Industrial Welfare Commission, the employer shall pay the employee one (1) additional hour of pay at the employee’s regular rate

1 of compensation for each work day that the rest period is not provided.

2 67. For at least four (4) years prior to the filing of this action and continuing to the
3 present, Plaintiff and Class Members, at times, worked for 3.5 hours or more consecutively within
4 a single workday for Defendants and Defendants have, at times, failed to authorize and permit
5 Plaintiff and Class Members to take duty-free uninterrupted rest periods of at least ten (10) minutes
6 per four (4) hours worked or major fraction thereof and failed to provide compensation for such
7 unprovided rest periods as required by California wage and hour laws. Moreover, Defendants failed
8 to provide one (1) additional hour of pay at Plaintiff's and Class Members' regular rate of
9 compensation on the occasions that Plaintiff and Class Members were not authorized or permitted
10 to take compliant rest periods.

11 68. By their failure, at times, to authorize and permit Plaintiff and Class Members to take
12 rest periods contemplated by California law, and one (1) additional hour of pay at the employee's
13 regular rate of compensation for such unprovided rest periods, as alleged above, Defendants
14 willfully violated the provisions of Labor Code section 226.7 and applicable Wage Orders.

15 69. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
16 suffered damages in an amount, subject to proof, to the extent they were not paid additional pay
17 owed for rest periods that they were not authorized or permitted to take.

18 70. Plaintiff and Class Members are entitled to recover the full amount of their unpaid
19 additional pay for unprovided compliant rest periods, in amounts to be determined at trial, plus
20 interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 226 and 226.7,
21 Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

22 **FOURTH CAUSE OF ACTION**

23 **(Failure to Provide Accurate Wage Statements – Against All Defendants)**

24 71. Plaintiff realleges and incorporates by reference all of the allegations contained in
25 the preceding paragraphs as though fully set forth herein.

26 72. At all relevant times, Plaintiffs and Class Members were employees or former
27 employees of Defendants covered by Labor Code section 226, as well as applicable Wage Orders
28 and misclassified as independent contractors.

1 73. Pursuant to Labor Code section 226, subdivision (a), Plaintiff and Class Members
2 were entitled to receive, semi-monthly or at the time of each payment of wages, an accurate itemized
3 statement that accurately reflects, among other things, gross wages earned; total hours worked; net
4 wages earned; all applicable hourly rates in effect during the pay period and the corresponding
5 number of hours worked at each hourly rate; and the name and address of the legal entity that is the
6 employer, among other things.

7 74. Plaintiff is informed and believes, and based thereon alleges, that in the one (1) year
8 before the filing of the Complaint in this Action through the present, Defendants failed to comply
9 with Labor Code section 226, subdivision (a) by adopting policies and practices that resulted in their
10 failure, to furnish Plaintiff and Class Members with accurate itemized statements that accurately
11 reflect, among other things, gross wages earned; total hours worked; net wages earned; all applicable
12 hourly rates in effect during the pay period and the corresponding number of hours worked at each
13 hourly rate; and the name and address of the legal entity that is the employer, among other things.

14 75. Defendants' failure to, at times, provide Plaintiffs and Class Members with accurate
15 wage statements was knowing, intentional, and willful. Defendants had the ability to provide
16 Plaintiff and Class Members with accurate wage statements but willfully failed to provide any wage
17 statements to Plaintiff and Class Members.

18 76. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
19 suffered injury. The absence of wage statements and accurate information to be depicted on wage
20 statements has delayed timely challenges to Defendants' unlawful pay practices; requires discovery
21 and mathematical computations to determine the amount of wages owed; causes difficulty and
22 expense in attempting to reconstruct time and pay records; and led to submission of inaccurate
23 information about wages and amounts deducted from wages to state and federal governmental
24 agencies, among other things.

25 77. Pursuant to Labor Code section 226, subdivision (e), Plaintiff and Class Members
26 are entitled to recover \$50 for the initial pay period during the period in which violation of Labor
27 Code section 226 occurred and \$100 for each violation of Labor Code section 226 in a subsequent
28 pay period, not to exceed an aggregate \$4,000.00 per employee.

78. Pursuant to Labor Code sections 226, subdivisions (e) and (g), Code of Civil Procedure section 1032, Civil Code section 3287, Plaintiff and Class Members are entitled to recover the full amount of penalties due under Labor Code section 226, subdivision (e), reasonable attorneys' fees, and costs of suit.

FIFTH CAUSE OF ACTION

(Violation of Labor Code § 2802 – Against All Defendants)

79. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs as though fully set forth herein.

80. At all relevant times, Plaintiff and Class Members were employees or former employees of Defendants covered by Labor Code section 2802 and applicable Wage Orders and misclassified as independent contractors.

81. Labor Code section 2802, subdivision (a) provides that “an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties . . .”

82. For three (3) years prior to the filing of the Complaint in this Action through the present, Defendants required Plaintiff and Class Members, or some of them, to incur, at times, necessary expenditures or losses in direct consequence of the discharge of their duties or at the obedience to the directions of Defendants that included, without limitation: purchasing and maintaining mandatory computers, laptops, cell phones, wireless internet data plans, and computer software.

83. During that time period, Plaintiff is informed and believes, and based thereon alleges, that Defendants failed and refused, and still fail and refuse, at times, to reimburse Plaintiff and Class Members for those losses and/or expenditures.

84. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have suffered damages in an amount subject to proof, to the extent they were not reimbursed for the herein-described losses and/or expenditures.

85. Pursuant to Labor Code section 2802, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover

1 reimbursement for their herein-described losses and/or expenditures, reasonable attorneys' fees and
2 costs of suit.

3 **SIXTH CAUSE OF ACTION**

4 **(Unfair Competition – Against All Defendants)**

5 86. Plaintiff realleges and incorporates by reference all of the allegations contained in
6 the preceding paragraphs as though fully set forth hereat.

7 87. Plaintiff is informed and believes and based thereon alleges that the unlawful conduct
8 of Defendants alleged herein constitutes unfair competition within the meaning of Business and
9 Professions Code section 17200. Due to their unlawful business practices in violation of the Labor
10 Code, Defendants have gained a competitive advantage over other comparable companies doing
11 business in the State of California that comply with their obligations to compensate employees in
12 accordance with the Labor Code.

13 88. As a result of Defendants' unfair competition as alleged herein, Plaintiff and Class
14 Members have suffered injury in fact and lost money or property.

15 89. Pursuant to Business and Professions Code section 17203, Plaintiff and Class
16 Members are entitled to (an) injunction(s) prohibiting Defendants from further violating the Labor
17 Code and requiring the establishment of appropriate and effective means to prevent further
18 violations, as well as restitution of all wages and other monies owed to them under the Labor Code,
19 including interest thereon, in which they had a property interest and which Defendants nevertheless
20 failed to pay them and instead withheld and retained for themselves. Restitution of the money owed
21 to Plaintiff and Class Members is necessary to prevent Defendants from becoming unjustly enriched
22 by their failure to comply with the Labor Code.

23 90. Plaintiff and Class Members are entitled to costs of suit under Code of Civil
24 Procedure section 1032 and interest under Civil Code section 3287.

25 **SEVENTH CAUSE OF ACTION**

26 **CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT**

27 **(California Labor Code § 2699, *et seq.* – Against All Defendants)**

28 91. Plaintiff realleges each paragraph of this Complaint as though fully set forth herein.

92. Plaintiff, an "aggrieved employee" within the meaning of Labor Code §§ 2698, *et*

1 *seq.*, acting on behalf of herself and other aggrieved employees (collectively, “Aggrieved
2 Employees”), brings this representative action against Defendants to recover the civil penalties due
3 to Plaintiff and other Aggrieved Employees, and the State of California according to proof pursuant
4 to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial
5 violation for each failure to pay each employee and \$200 for each subsequent violation or willful or
6 intentional violation pursuant to Labor Code §§ 210 and/or 225.5 for each failure to pay each
7 employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and
8 \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3)
9 \$100 for each initial violation and \$250 for each subsequent violation pursuant to Labor Code §
10 1197.1 per employee per pay period; (4) \$250 for each initial violation and \$1,000 for each
11 subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; (5) \$100 for
12 each initial violation and \$200 for each subsequent violation per employee per pay period for those
13 violations of the Labor Code for which no civil penalty is specifically provided; and (6) \$5,000 to
14 \$25,000 for each Aggrieved Employee willfully misclassified by Defendants pursuant to Labor
15 Code § 226.8, based on the following Labor Code violations: Failing to pay minimum wages for all
16 hours worked to Aggrieved Employees in violation of Labor Code § 558, 1182.12, 1194, 1194.2,
17 1197, and 1198; Failing to authorize and permit all legally required rest periods, and failure to pay
18 rest period premium wages, to Aggrieved Employees at the regular rate of compensation in violation
19 of Labor Code §§ 226.7, 516, 558, and 1198; Failing to furnish Aggrieved Employees with
20 complete, accurate, itemized wage statements in violation of Labor Code § 226; Willful
21 misclassification of aggrieved employees in violation of Labor Code § 226.8; Failing to indemnify
22 Aggrieved Employees for all necessary expenditures or losses incurred by the Aggrieved Employees
23 in direct consequence of the discharge of his or her duties in violation of Labor Code section 2802;
24 and Failing to maintain accurate records on behalf of Aggrieved Employees in violation of Labor
25 Code §§ 1174 and 1198.

26 93. On or about September 23, 2025, Plaintiff notified Defendants via certified mail,
27 and notified the California Labor and Workforce Development Agency (“LWDA”) via its website,
28 of Defendants’ violations of the Labor Code and Plaintiff’s intent to bring a claim for civil penalties

1 under Labor Code §§ 2698, *et seq.* with respect to the violations of the Labor Code identified in the
2 preceding paragraph. On or around October 2, 2025, Plaintiff amended the written notice pursuant
3 to Labor Code section 2699.3 online and by certified mail, of Defendants' violation of various,
4 including the herein-described, provisions of the Labor Code, to the LWDA, as well as by certified
5 mail to Defendants, and each of them. Now that 65 days have passed from Plaintiff notifying
6 Defendants and the LWDA of these violations, both in the original and amended notice, Defendants
7 have not cured any curable violations, and the LWDA has not provided notice that it intends to
8 investigate the violations, Plaintiff has exhausted administrative requirements for bringing a claim
9 under the Private Attorneys General Act with respect to these violations.

10 94. Moreover, Plaintiff and Aggrieved Employees are also entitled to an award of
11 reasonable attorneys' fees and costs in connection with their herein-described claims for civil
12 penalties.

13 **REQUEST FOR JURY TRIAL**

14 95. Plaintiff hereby requests a trial by jury.

15 **PRAYER**

16 **WHEREFORE**, on behalf of herself and Class Members, Plaintiff prays for judgment
17 against Defendants as follows:

- 18 A. An order certifying this case as a Class Action;
- 19 B. An order appointing Plaintiff as Class representative and appointing Plaintiff's
20 counsel as class counsel;
- 21 C. Damages for all wages earned and owed, including minimum and overtime wages,
22 under Labor Code sections 1194, 1197 and 1199;
- 23 D. Liquidated damages pursuant to Labor Code sections 1194.2;
- 24 E. Damages for unpaid premium wages from missed rest periods under applicable
25 Wage Orders and Labor Code section 226.7;
- 26 F. Penalties for misclassification of Plaintiff and Class Members as independent
27 contractors;
- 28 G. Penalties for inaccurate wage statements under Labor Code sections 226, subdivision

(e) and 558.1;

H. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 226.8, 558, 1197.1 and 2699;

I. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections 210, 226.3, 558, 1197.1 and 2699;

J. Damages under Labor Code section 2802;

K. Preliminary and permanent injunctions prohibiting Defendants from further violating the California Labor Code and requiring the establishment of appropriate and effective means to prevent future violations;

L. Restitution of wages and benefits due which were acquired by means of any unfair business practice, according to proof;

M. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 226.8, 558, 1174.5, 1197.1, and 2699;

N. Prejudgment and post-judgment interest at the maximum rate allowed by law;

O. For costs of suit incurred herein; and

P. For such other and further relief as the Court deems just and proper.

Dated: December 10, 2025

CONSUMER ADVOCATE LAWYER, P.C.

BY: /s/ Michelle Avidisyan

MICHELLE AVIDISYANS

Attorney for Plaintiff Julia Thompson, on behalf of herself and all others similarly situated.

Dated: December 10, 2025

PAYASLYAN LAW, P.C.

BY: /s/ Robert B. Payaslyan

ROBERT B. PAYASLYAN

Attorney for Plaintiff Julia Thompson, on behalf of herself and all others similarly situated.