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

JENNIFER DE DIOS, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

HEALTHY SOLUTIONS FOR
PARENTS & CAREGIVERS, a California
corporation doing business as RISING
STAR PRESCHOOL; and DOES 1
through 50, inclusive,

Defendants.

Case No.: **26CV010925**

**INDIVIDUAL, CLASS, AND
REPRESENTATIVE ACTION COMPLAINT
FOR DAMAGES FOR:**

- (1) VIOLATION OF LABOR CODE §§ 1194,
1197, AND 1197.1;**
- (2) VIOLATION OF LABOR CODE §§ 510,
558, AND 1194**
- (3) VIOLATION OF LABOR CODE §§ 226.7
AND 512;**
- (4) VIOLATION OF LABOR CODE § 226;**
- (5) VIOLATION OF BUSINESS AND
PROFESSIONS CODE §17200, *ET SEQ.*;**
- (6) VIOLATION OF LABOR CODE §§ 2698,
ET SEQ.;**
- (7) VIOLATION OF LABOR CODE §§ 98.6
AND 1102.5; and**
- (8) WRONGFUL TERMINATION IN
VIOLATION OF PUBLIC POLICY
(CONSTRUCTIVE DISCHARGE)**

DEMAND OVER \$35,000.00

1 Plaintiff Jennifer de Dios (“Plaintiff”), hereby submits this individual, class, and
2 representative action complaint (“Complaint”) against Defendant Healthy Solutions for Parents
3 & Caregivers, a California corporation doing business as Rising Star Preschool (“Defendant”)
4 and Does 1-50 (hereinafter collectively referred to as “Defendants”), as an individual and on
5 behalf of all other similarly situated current and former employees of Defendants for penalties
6 and/or damages for failure to pay minimum, regular, and overtime wages for all hours worked,
7 provide proper, off-duty meal periods, and provide accurate, itemized wage statements under the
8 California Labor Code and restitution for unfair business practices in violation of Business and
9 Professions Code § 17200, *et seq.*; and as an individual for retaliation in violation of Labor Code
10 §§ 98.6 and 1102.5 and for wrongful termination in violation of public policy, as follows:

11 **INTRODUCTION**

12 1. This action is within the Court’s jurisdiction under California Labor Code §§ 201-
13 204, 226, 226.7, 510, 512, 558, 1194, 1197, 1197.1, and 2698, *et seq.*, the California Industrial
14 Welfare Commission’s (“IWC”) Wage Orders, and the California Unfair Competition Law (the
15 “UCL”), codified at California Business and Professions Code § 17200, *et seq.*

16 2. This Complaint challenges systemic illegal employment practices resulting in
17 violations of the California Labor Code and Business and Professions Code against employees of
18 Defendants , as well as Defendants' retaliation against Plaintiff for engaging in protected activity
19 and Defendants' constructive discharge of Plaintiff in violation of California public policy.

20 3. Plaintiff is informed and believes and based thereon alleges that Defendants
21 jointly and severally have acted intentionally and with deliberate indifference and conscious
22 disregard to the rights of all employees by failing to pay minimum, regular, and overtime wages
23 for all hours worked due to the unlawful rounding of employee time, failing to provide proper,
24 off-duty meal breaks, and failing to keep accurate records as to Plaintiff and the Class.

25 4. Plaintiff is informed and believes and based thereon alleges that Defendants have
26 engaged in, among other things, a system of willful violations of the California Labor Code,
27 Business and Professions Code, and applicable IWC Wage Orders by creating and maintaining
28 policies, practices, and customs that knowingly deny employees the above stated rights and

benefits.

5. The policies, practices, and customs of Defendants described above and below have resulted in unjust enrichment of Defendants and an unfair business advantage over businesses that routinely adhere to the strictures of the California Labor Code and the California Business and Professions Code.

JURISDICTION AND VENUE

6. The Court has jurisdiction over the violations of the California Labor Code §§ 98.6, 201-204, 226, 226.7, 510, 512, 558, 1102.5, 1194, 1197, 1197.1, 2698, *et seq.*, and the UCL.

7. Venue is proper in Sacramento County because Plaintiff performed work for Defendants in this County.

PARTIES

8. Plaintiff was hired by Defendants as an hourly, non-exempt employee on or about January 8, 2024. Plaintiff worked as a Director/Lead Teacher at Defendants' preschool facility in Sacramento, California, until her resignation on or about August 1, 2025.

9. Plaintiff was and is the victim of the policies, practices, and customs of Defendants complained of in this action in ways that have deprived Plaintiff of the rights guaranteed by California Labor Code §§ 98.6, 201-204, 226, 226.7, 510, 512, 558, 1102.5, 1194, 1197, 1197.1, and 2698, *et seq.*, the applicable IWC Wage Orders, and the UCL.

10. Plaintiff is informed and believes and based thereon alleges that Defendant Healthy Solutions for Parents & Caregivers is and was a California corporation doing business in the State of California as Rising Star Preschool. Defendant operates preschool facilities.

11. Plaintiff is informed and believes and based thereon alleges that at all times herein mentioned Defendant and Does 1 through 50 are and were business entities, individuals, and partnerships, licensed to do business and actually doing business in the State of California.

12. As such, and based upon all the facts and circumstances incident to Defendants' business in California, Defendants are subject to California Labor Code §§ 98.6, 201-204, 226, 226.7, 510, 512, 558, 1102.5, 1194, 1197, 1197.1, and 2698, *et seq.*, the IWC Wage Orders, and

1 the UCL.

2 13. Plaintiff does not know the true names or capacities, whether individual, partner,
3 or corporate, of the Defendants sued herein as Does 1 through 50, inclusive, and for that reason,
4 said Defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this
5 Complaint when the true names and capacities are known. Plaintiff is informed and believes and
6 based thereon alleges that each of said fictitious Defendants were responsible in some way for
7 the matters alleged herein and proximately caused Plaintiff and members of the general public
8 and Class to be subject to the illegal employment practices, wrongs, and injuries complained of
9 herein.

10 14. At all times herein mentioned, each of said Defendants participated in the doing
11 of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the
12 Defendants, and each of them, were the agents, servants, and employees of each of the other
13 Defendants, as well as the agents of all Defendants, and at all times herein mentioned, were
14 acting within the course and scope of said agency and employment.

15 15. Plaintiff is informed and believes and based thereon alleges that at all times
16 material hereto, each of the Defendants named herein was the agent, employee, alter ego, and/or
17 joint venturer of, or working in concert with each of the other co-defendants and was acting
18 within the course and scope of such agency, employment, joint venture, or concerted activity. To
19 the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of the
20 remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting
21 Defendants.

22 16. At all times herein mentioned, Defendants, and each of them, were members of,
23 and engaged in, a joint venture, partnership, and common enterprise, and acting within the course
24 and scope of, and in pursuance of, said joint venture, partnership, and common enterprise.

25 17. At all times herein mentioned, the acts and omissions of various Defendants, and
26 each of them, concurred and contributed to the various acts and omissions of each and all of the
27 other Defendants in proximately causing the injuries and damages as herein alleged. At all times
28 herein mentioned, Defendants, and each of them, ratified each and every act or omission

1 complained of herein. At all times herein mentioned, the Defendants, and each of them, aided
2 and abetted the acts and omissions of each and all of the other Defendants in proximately causing
3 the damages as herein alleged.

4 **CLASS ACTION ALLEGATIONS**

5 18. **Definition:** The named individual Plaintiff seeks class certification, pursuant to
6 California Code of Civil Procedure § 382, of the following classes (collectively referred to as the
7 “Class”):

8 a. All current and former non-exempt employees who worked for
9 Defendants in the State of California at any time during the period of May 5, 2022, through the
10 present (the “Class”);

11 b. All current and former employees of Defendants in the State of California
12 who were paid wages at any time from May 5, 2025, through the present (“Wage Statement
13 Employer Name Class”);

14 c. All current and former non-exempt employees of Defendants in the State
15 of California who were paid wages at any time from May 5, 2025, through the present (“Wage
16 Statement Total Hours Worked Class”); and

17 d. All current and former non-exempt employees of Defendants who worked
18 more than 5 hours during any shift for Defendants in the State of California at any time during
19 the period of May 5, 2022, through the present (“Meal Period Sub-Class”).

20 19. **Numerosity and Ascertainability:** The members of the Class are so numerous
21 that joinder of all members would be impractical, if not impossible. The identity of the members
22 of the Class is readily ascertainable by review of Defendants’ records, including payroll records.
23 Plaintiff alleges that Defendants: (a) failed to pay all minimum, regular, and overtime wages for
24 all hours worked due to the unlawful rounding of employee time, in violation of Labor Code §§
25 201-204, 510, 558, 1194, 1197, and 1197.1; (b) failed to provide proper, off-duty meal breaks, in
26 violation of Labor Code §§ 201-203, 226.7 and 512; (c) failed to provide accurate, itemized
27 wage statements in violation of Labor Code § 226; and (d) engaged in Unfair Business Practices
28 in violation of the UCL, the California Labor Code, and the applicable IWC Wage Orders.

1 20. **Adequacy of Representation:** The named Plaintiff is fully prepared to take all
2 necessary steps to represent fairly and adequately the interests of the Class defined above.
3 Plaintiff's attorneys are ready, willing, and able to fully and adequately represent the Class and
4 individual Plaintiff. Plaintiff's attorneys have prosecuted and settled wage-and-hour class actions
5 in the past and currently have a number of wage-and-hour class actions pending in California
6 courts.

7 21. Defendants uniformly administered a corporate policy, practice of: (a) failing to
8 pay all minimum, regular, and overtime wages for all hours worked due to the unlawful rounding
9 of employee time, in violation of Labor Code §§ 201-204, 510, 558, 1194, 1197, and 1197.1; (b)
10 failing to provide proper, off-duty meal breaks, in violation of Labor Code §§ 201-203, 226.7,
11 and 512; (c) failing to provide accurate, itemized wage statements in violation of Labor Code §
12 226; and (d) engaging in Unfair Business Practices in violation of the UCL, the California Labor
13 Code, and the applicable IWC Wage Orders.

14 22. **Common Question of Law and Fact:** There are predominant common questions
15 of law and fact and a community of interest amongst Plaintiff and the claims of the Class
16 concerning Defendants: (a) failing to pay all minimum, regular, and overtime wages for all hours
17 worked due to the unlawful rounding of employee time, in violation of Labor Code §§ 201-204,
18 510, 558, 1194, 1197, and 1197.1; (b) failing to provide proper, off-duty meal breaks, in
19 violation of Labor Code §§ 201-203, 226.7, and 512; (c) failing to provide accurate, itemized
20 wage statements in violation of Labor Code § 226; and (d) engaging in Unfair Business Practices
21 in violation of the UCL, the California Labor Code, and the applicable IWC Wage Orders.

22 23. **Typicality:** The claims of Plaintiff are typical of the claims of all members of the
23 Class in that Plaintiff has suffered the harm alleged in this Complaint in a similar and typical
24 manner as Class members. As with other members of the Class, Plaintiff was not paid for all
25 hours worked. Instead, Defendants underpaid Plaintiff her minimum, regular, and overtime
26 wages. As an example, for the pay period of December 31 to January 15, 2025, Defendants paid
27 Plaintiff only 95.17 regular hours and 0.31 overtime hours. However, Plaintiff worked more
28 than those hours during that pay period. Defendant also rounded the actual start and stop break

1 times on Plaintiff's timesheets. In addition, Plaintiff was not provided with proper, off-duty meal
2 periods within the first 5 hours of work. Rather, Defendants had Plaintiff work through her entire
3 shift without any meal breaks. Defendants also rounded Plaintiff's meal break start and stop
4 times to her detriment. Nonetheless, Defendants failed to pay meal period premiums for non-
5 compliant meal breaks. To date, Plaintiff has yet to receive the underpaid minimum, regular, and
6 overtime wages and meal period premiums owed to her. Thus, Defendants are liable for waiting
7 time penalties under Labor Code § 203. Moreover, given the underpayment and/or nonpayment
8 of wages and premiums, the wage statements provided to Plaintiff displayed inaccurate number
9 of hours worked at each rate of pay, total hours worked, and gross and net wages earned. As a
10 separate violation under Labor Code § 226, Defendant issued inaccurate wage statements to
11 Plaintiff that failed to identify to correct total hours worked. In this regard, the total hours
12 worked listed on each wage statement do not equal the actual total hours worked in the pay
13 period when all applicable hours worked are added up. Additionally, the wage statements
14 provided to Plaintiff failed to identify the name of the legal entity that is the employer, in
15 violation of Labor Code § 226(a)(8). More specifically, the wage statements issued to Plaintiff
16 identify payment from "Rising Star Preschool," an entity that is not registered with the California
17 Secretary of State. As such, Plaintiff is a member of the Class and has suffered the alleged
18 violations of California Labor Code §§ 201-204, 226, 226.7, 510, 512, 558, 1194, 1197, and
19 1197.1, and the applicable IWC Wage Orders.

20 24. The California Labor Code and upon which Plaintiff bases these claims is broadly
21 remedial in nature. These laws and labor standards serve an important public interest in
22 establishing minimum working conditions and standards in California. These laws and labor
23 standards protect the average working employee from exploitation by employers who may seek
24 to take advantage of superior economic and bargaining power in setting onerous terms and
25 conditions of employment.

26 25. The nature of this action and the format of laws available to Plaintiff and
27 members of the Class identified herein make the class action format a particularly efficient and
28 appropriate procedure to redress the wrongs alleged herein. If each employee were required to

1 file an individual lawsuit, the corporate Defendant would necessarily gain an unconscionable
2 advantage since it would be able to exploit and overwhelm the limited resources of each
3 individual Plaintiff with Defendant's vastly superior financial and legal resources. Requiring
4 each Class member to pursue an individual remedy would also discourage the assertion of lawful
5 claims by employees who would be disinclined to file an action against their former and/or
6 current employer for real and justifiable fear of retaliation and permanent damage to their careers
7 at subsequent employment.

8 26. The prosecution of separate actions by the individual Class members, even if
9 possible, would create a substantial risk of (a) inconsistent or varying adjudications with respect
10 to individual Class members against the Defendants and which would establish potentially
11 incompatible standards of conduct for the Defendants, and/or (b) adjudications with respect to
12 individual Class members which would, as a practical matter, be dispositive of the interest of the
13 other Class members not parties to the adjudications or which would substantially impair or
14 impede the ability of the Class members to protect their interests. Further, the claims of the
15 individual members of the Class are not sufficiently large to warrant vigorous individual
16 prosecution considering all of the concomitant costs and expenses.

17 27. Such a pattern, practice, and uniform administration of corporate policy regarding
18 illegal employee compensation described herein is unlawful and creates an entitlement to
19 recovery by the Plaintiff and the Class identified herein, in a civil action, for unpaid wages,
20 including interest thereon, unpaid meal and rest period premium pay, applicable penalties,
21 reasonable attorneys' fees, and costs of suit according to the mandate of California Labor Code
22 §§ 201-204, 226, 226.7, 510, 512, 558, 1194, 1197, and 1197.1, the applicable IWC Wage
23 Orders, and Code of Civil Procedure § 1021.5.

24 28. Proof of a common business practice or factual pattern, which the named Plaintiff
25 experienced and is representative of, will establish the right of each of the members of the Class
26 to recovery on the causes of action alleged herein.

27 29. The Class is commonly entitled to a specific fund with respect to the
28 compensation illegally and unfairly retained by Defendants. The Class is commonly entitled to

1 restitution of those funds being improperly withheld by Defendants. This action is brought for
2 the benefit of the entire class and will result in the creation of a common fund.

3 **FIRST CAUSE OF ACTION**

4 **VIOLATION OF LABOR CODE §§ 1194, 1197, AND 1197.1**

5 **(BY PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS)**

6 30. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
7 though fully set forth herein.

8 31. This cause of action is brought pursuant to Labor Code §§ 1194, 1197, and
9 1197.1, which require an employer to pay employees minimum wages for all hours worked less
10 than eight hours in a day and/or less than 40 hours in a workweek.

11 32. As a pattern and practice, Defendants suffered and permitted employees to work
12 without payment of minimum wages for all hours worked in a workday and workweek.
13 Specifically, as a pattern and practice, Defendants underpaid its employees less than the actual
14 time worked each pay period. In addition, Defendants also rounded employees' work hours and
15 did not pay for every minute that employees worked. As a result, Defendants failed to pay for
16 every minute that Plaintiffs and Class Members worked. Plaintiffs and the Class are owed unpaid
17 minimum wages.

18 33. Such a pattern, practice, and uniform administration of corporate policy regarding
19 illegal employee compensation as described herein is unlawful and creates an entitlement to
20 recovery by Plaintiff and the Class in a civil action, for the unpaid balance of the full amount of
21 damages owed, including interest thereon, penalties, attorneys' fees, and costs of suit according
22 to the mandate of California Labor Code §§ 1194, 1197, and 1197.1.

23 34. Plaintiff is informed and believes, and based thereon allege, that Defendants'
24 willful failure to provide all minimum wages due and owing Plaintiff and Class Members upon
25 separation from employment results in a continued payment of wages up to thirty (30) days from
26 the time the wages were due. Therefore, Plaintiff and other members of the Class who have
27 separated from employment are entitled to compensation pursuant to Labor Code § 203.
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(BY PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS)

36. This cause of action is brought pursuant to Labor Code §§ 510, 558, and 1194, which require an employer to pay employees overtime at a rate of one and one-half the employee's regular rate of pay for any work in excess of eight hours in a workday or 40 hours in a workweek.

38. Such a pattern, practice, and uniform administration of corporate policy regarding illegal employee compensation as described herein is unlawful and creates an entitlement to recovery by Plaintiff and the Class in a civil action, for the unpaid balance of the full amount of damages owed, including interest thereon, penalties, attorneys' fees, and costs of suit according to the mandate of California Labor Code §§ 510, 558, and 1194.

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**(BY PLAINTIFF AND THE MEAL PERIOD SUB-CLASS AGAINST ALL
DEFENDANTS)**

45. Such a pattern, practice, and uniform administration of corporate policy as described herein is unlawful and creates an entitlement to recovery by the Plaintiff and Class Members identified herein, in a civil action, for the unpaid balance of the unpaid premium compensation pursuant to Labor Code §§ 226.7 and 512, and the applicable IWC Wage Order,

1 including interest thereon, penalties, and costs of suit.

2 46. Plaintiff is informed and believes, and based thereon allege, that Defendants'
3 willful failure to provide all meal period premium wages due and owing to Plaintiff and Class
4 Members upon separation from employment results in a continued payment of wages up to thirty
5 (30) days from the time the wages were due. Therefore, Plaintiff and other members of the Class
6 who have separated from employment are entitled to compensation pursuant to Labor Code §
7 203.

8 **FOURTH CAUSE OF ACTION**

9 **VIOLATION OF LABOR CODE § 226**

10 **(BY PLAINTIFF, THE CLASS, THE WAGE STATEMENT TOTAL HOURS WORKED**
11 **CLASS, AND THE WAGE STATEMENT EMPLOYER NAME CLASS AGAINST ALL**
12 **DEFENDANTS)**

13 47. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
14 though fully set forth herein.

15 48. Defendants failed in their affirmative obligation to provide accurate itemized
16 wage statements. Defendants, as a matter of policy and practice, did not provide accurate records
17 in violation of Labor Code § 226 by failing to provide accurate payroll records for Plaintiff and
18 the Class.

19 49. Here, Plaintiff and the Class were paid hourly. As such, the wage statements
20 should have reflected the number of hours worked at each applicable hourly rate and hours
21 worked, total hours worked, and gross and net wages earned, pursuant to Labor Code §§
22 226(a)(1), (2), (5) and (9). However, the wage statements provided to Plaintiff and the Class
23 failed to identify such information due to Defendants' violations above.

24 50. As a separate violation, the wage statements also failed to identify accurate total
25 hours worked, in violation of Labor Code § 226(a)(2), as the total hours worked listed on each
26 wage statement do not equal the actual total hours worked in the pay period when all applicable
27 hours worked are added up.

28 51. Furthermore, the wage statements issued by Defendants failed to identify the

1 name of the legal entity that is the employer, in violation of Labor Code § 226(a)(8). More
2 specifically, the wage statements identify payment from “Rising Star Preschool.” Upon
3 information and belief, Rising Star Preschool is an entity that is not actively registered with the
4 California Secretary of State. This practice precluded Plaintiff and Class Members from being
5 able to accurately identify the actual legal entity that is the employer.

6 52. The issuance of inaccurate wage statements caused “injury” under Labor Code §
7 226(e) to Plaintiff and Class Members as they cannot accurately verify and/or calculate their
8 wages. Without identifying the correct hourly rates and hours worked, total hours worked,
9 wages for premium compensation, gross and net wages earned, and the proper legal name of the
10 employer, Plaintiff and Class Members will have no way of verifying whether they were
11 correctly paid wages for each particular pay period.

12 53. Such a pattern, practice, and uniform administration of corporate policy as
13 described herein is unlawful and creates an entitlement to recovery by the Plaintiff and the Class
14 identified herein, in a civil action, for all damages or penalties pursuant to Labor Code § 226,
15 including interest thereon, attorneys’ fees, and costs of suit according to the mandate of
16 California Labor Code § 226.

17 **FIFTH CAUSE OF ACTION**

18 **VIOLATION OF BUSINESS AND PROFESSIONS CODE § 17200, *ET SEQ.***

19 **(BY PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS)**

20 54. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
21 though fully set forth herein.

22 55. Defendants, and each of them, have engaged and continue to engage in unfair and
23 unlawful business practices in California by practicing, employing, and utilizing the employment
24 practices outlined above, include, to wit, by: (a) failing to pay all minimum, regular, and
25 overtime wages for all hours worked, in violation of Labor Code §§ 510, 558, 1194, 1197, and
26 1197.1; and (b) failing to provide proper, off-duty meal breaks, in violation of Labor Code §§
27 226.7 and 512.

28 56. Defendants’ utilization of such unfair and unlawful business practices constitutes

1 unfair, unlawful competition and provides an unfair advantage over Defendants' competitors.

2 57. Plaintiff seeks, individually and on behalf of other members of the Class similarly
3 situated, full restitution of monies, as necessary and according to proof, to restore any and all
4 monies withheld, acquired and/or converted by the Defendants by means of the unfair practices
5 complained of herein.

6 58. Plaintiff is informed and believes, and based thereon alleges, that at all times
7 herein mentioned Defendants have engaged in unlawful, deceptive, and unfair business practices,
8 as proscribed by California Business and Professions Code § 17200, *et seq.*, including those set
9 forth herein above thereby depriving Plaintiff and other members of the Class the minimum
10 working condition standards and conditions due to them under the California laws and the
11 applicable IWC Wage Orders as specifically described therein.

12 **SIXTH CAUSE OF ACTION**

13 **VIOLATION OF LABOR CODE § 2698, *ET SEQ.***

14 **(BY PLAINTIFF, ON BEHALF OF THE STATE AND ALL AGGRIEVED**
15 **EMPLOYEES, AGAINST ALL DEFENDANTS)**

16 59. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
17 though fully set forth herein.

18 60. Plaintiff brings this cause of action as a proxy for the State of California, and in
19 this capacity, seeks penalties on behalf of all Aggrieved Employees from February 27, 2025,
20 through the present, for Defendant's policy and practice of: (a) failing to pay all minimum,
21 regular, and overtime wages for all hours worked due to the unlawful rounding of employee
22 time, in violation of Labor Code §§ 201-204, 510, 558, 1194, 1197, and 1197.1; (b) failing to
23 provide proper, off-duty meal breaks, in violation of Labor Code §§ 201-203, 226.7 and 512; and
24 (c) failing to provide accurate, itemized wage statements in violation of Labor Code § 226.

25 61. On or about February 27 and March 23, 2026, Plaintiff sent written notices to the
26 California Labor & Workforce Development Agency ("LWDA") of Defendant's violations of
27 Labor Code §§ 201-204, 226, 226.7, 510, 512, 558, 1194, 1197, and 1197.1, pursuant to Labor
28 Code § 2698, *et seq.*, the Private Attorney General Act ("PAGA"). In addition to the LWDA,

1 Plaintiff also sent her written notices to Defendant via certified mail pursuant to the PAGA.
2 More than sixty-five days have elapsed since Plaintiff sent written notice.

3 62. To date, the LWDA has not responded to Plaintiff's written notices nor indicated
4 that it intends to investigate the Labor Code violations provided for in the written notices. As
5 such, pursuant to Labor Code § 2699(a), Plaintiff seeks recovery of any and all applicable civil
6 penalties for Defendant's violations of Labor Code §§ 201-204, 226, 226.7, 510, 512, 558, 1194,
7 1197, and 1197.1, for the time period described above, on behalf of herself and other Aggrieved
8 Employees.

9 **SEVENTH CAUSE OF ACTION**

10 **RETALIATION IN VIOLATION OF LABOR CODE §§ 98.6 AND 1102.5**

11 **(BY PLAINTIFF INDIVIDUALLY AGAINST ALL DEFENDANTS)**

12 63. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
13 though fully set forth herein.

14 64. Labor Code § 98.6 prohibits any person from discharging, discriminating against,
15 retaliating against, or taking any adverse action against any employee because the employee
16 made a written or oral complaint that he or she is owed unpaid wages, filed a bona fide
17 complaint or claim under or relating to rights within the jurisdiction of the Labor Commissioner,
18 or exercised any rights afforded to him or her under the Labor Code.

19 65. Labor Code § 1102.5 prohibits an employer from retaliating against an employee
20 for disclosing information to a person with authority over the employee, or to another employee
21 who has the authority to investigate, discover, or correct the violation, where the employee has
22 reasonable cause to believe that the information discloses a violation of a state or federal statute,
23 or a violation of or noncompliance with a local, state, or federal rule or regulation.

24 66. During her employment with Defendants, Plaintiff engaged in protected activity
25 by making verbal complaints to Defendants' CEO regarding Defendants' failure to compensate
26 her correctly, including complaints about regularly delayed wage payments and about
27 insufficient staffing levels in violation of applicable state regulations governing preschool
28 facilities.

1 67. Defendants received Plaintiff's protected complaints and failed to address or
2 investigate her concerns. Rather than remedying the violations Plaintiff identified, Defendants
3 responded with deliberate indifference and took no steps to correct the unlawful practices about
4 which Plaintiff complained.

5 68. Defendants' failure to act on Plaintiff's protected complaints and Defendants'
6 continued maintenance of the unlawful conditions Plaintiff identified constituted adverse
7 employment action and created working conditions so intolerable that Plaintiff was forced to
8 resign from her position on or about August 1, 2025.

9 69. There is a causal connection between Plaintiff's protected complaints and
10 Defendants' adverse employment action. Defendants were aware of Plaintiff's complaints and,
11 rather than remedying the violations, allowed the retaliatory and intolerable conditions to persist
12 until Plaintiff had no reasonable alternative but to resign.

13 70. As a direct and proximate result of Defendants' retaliatory conduct in violation of
14 Labor Code §§ 98.6 and 1102.5, Plaintiff has suffered and continues to suffer damages, including
15 loss of past and future wages and benefits, emotional distress, and other general and special
16 damages in an amount to be proven at trial.

17 71. In addition to compensatory damages, Plaintiff is entitled to a civil penalty of ten
18 thousand dollars (\$10,000) pursuant to Labor Code § 98.6(b)(3), reinstatement, and recovery of
19 lost wages and work benefits caused by Defendants' retaliatory conduct.

20 72. Defendants' retaliatory conduct was willful, malicious, oppressive, and
21 undertaken with conscious disregard of Plaintiff's rights, entitling Plaintiff to an award of
22 punitive damages pursuant to California Civil Code § 3294.

23 73. Plaintiff is further entitled to reasonable attorneys' fees and costs pursuant to
24 Labor Code §§ 98.6 and 1102.5(j).

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EIGHTH CAUSE OF ACTION
WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY
(CONSTRUCTIVE DISCHARGE)
(BY PLAINTIFF INDIVIDUALLY AGAINST ALL DEFENDANTS)

74. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

75. California public policy, as expressed in the California Labor Code, including but not limited to Labor Code §§ 98.6, 1102.5, 1194, 1197, 226.7, and 512, and the applicable IWC Wage Orders, protects employees from adverse employment action for exercising their legal rights and making complaints regarding violations of wage and hour law and other workplace regulations.

76. During her employment, Plaintiff engaged in protected activity by making verbal complaints to Defendants' CEO regarding Defendants' failure to pay proper wages and maintain adequate staffing levels in compliance with applicable law. These complaints implicated fundamental public policies of the State of California reflected in the California Labor Code and applicable state regulations.

77. Following Plaintiff's protected complaints, Defendants created intolerable working conditions for Plaintiff by: (a) ignoring her protected complaints and failing to take any corrective action; (b) failing to remedy the unlawful wage and hour violations she identified; and (c) allowing and permitting a retaliatory work environment that no reasonable employee in Plaintiff's position would be expected to endure. Defendants' conduct left Plaintiff with no reasonable alternative but to resign.

78. Plaintiff resigned from her position on or about August 1, 2025. Because Defendants' conduct effectively compelled Plaintiff's resignation, Plaintiff's resignation constitutes a constructive discharge and is treated as a termination for purposes of California law.

79. Defendants' constructive discharge of Plaintiff violated the fundamental public policies of the State of California as expressed in the California Labor Code and applicable state regulations, including the policies against retaliating against employees who complain about

unlawful wage practices.

80. As a direct and proximate result of Defendants' wrongful conduct, Plaintiff has suffered and continues to suffer damages, including loss of past and future wages, salary, benefits, and other compensation (including back pay and front pay), as well as emotional distress and other general and special damages in amounts to be proven at trial.

81. Defendants' conduct in constructively discharging Plaintiff was willful, malicious, oppressive, and done with conscious disregard of Plaintiff's rights and the public policies of the State of California, entitling Plaintiff to an award of punitive damages pursuant to California Civil Code § 3294.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment as an individual and on behalf of all others that this suit is brought against Defendants, jointly and severally, as follows:

1. For an order certifying the proposed Class;
2. For an order appointing Plaintiff as the representatives of the Class as described herein;
3. For an order appointing counsel for Plaintiff as Class counsel;
4. Upon the First Cause of Action, for damages and/or penalties pursuant to California Labor Code §§ 201-204, 1194, 1197, and 1197.1, and for costs and attorneys' fees;
5. Upon the Second Cause of Action, for damages and/or penalties pursuant to statute as set forth in California Labor Code §§ 201-204, 510, 558, and 1194, and for costs and attorneys' fees;
6. Upon the Third Cause of Action, for damages and/or penalties pursuant to California Labor Code §§ 201-203, 226.7, and 512, and for costs and attorneys' fees;
7. Upon the Fourth Cause of Action, for damages or penalties pursuant to statute as set forth in California Labor Code § 226, and for costs and attorneys' fees;
8. Upon the Fifth Cause of Action, for restitution to Plaintiff and other similarly affected members of the general public of all funds unlawfully acquired by Defendants by means of any acts or practices declared by this Court to be in violation of Business and Professions

Code § 17200, *et seq.*, for the time periods described above;

9. Upon the Sixth Cause of Action, for the full amount of civil penalties pursuant to Labor Code §§ 226.3 and 2698 *et seq.*, and for costs and attorneys' fees;

10. Upon the Seventh Cause of Action, for compensatory damages including back pay, lost wages, and lost benefits; a civil penalty of ten thousand dollars (\$10,000) pursuant to Labor Code § 98.6(b)(3); emotional distress damages; punitive damages; reinstatement or front pay in lieu thereof; and attorneys' fees and costs;

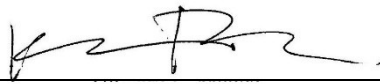
11. Upon the Eighth Cause of Action, for compensatory damages including back pay and front pay, emotional distress damages, and punitive damages in an amount to be determined at trial;

12. On all causes of action, for attorneys' fees and costs as provided by California Labor Code §§ 218.5, 226, 1194, and 1197.1, and Code of Civil Procedure § 1021.5; and

13. For such other and further relief as the Court may deem just and proper.

DATED: May 5, 2026

DIVERSITY LAW GROUP, P.C.
CALIFORNIA JUSTICE LAWYERS

By: 
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Employees