

Derrick K. Lam, Esq. (SBN 275431)
Gabriel M. Huey, Esq. (SBN 291608)
HUEY LAM PC
400 Continental Blvd. 6th Floor
El Segundo, California 90245
Phone: (415) 802-0501
Derrick.Lam@hueylam.com
Gabriel.Huey@hueylam.com

Nakkisa Akhavan, Esq. (SBN 286260)
AKHAVAN LAW, P.C.
12100 Wilshire Blvd., Suite 800
Los Angeles, California 90025
Phone: (213) 880-4379
nakkisa@akhlawpc.com

Attorneys for Plaintiff, Marilee Bogaert

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

MARILEE BOGAERT, an individual, and as an
aggrieved employee pursuant to the Private
Attorneys General Act ("PAGA"), and on behalf
of other aggrieved employees, and the State of
California,

Plaintiffs,

vs.

ROCKRIDGE LITTLE SCHOOL, LLC, a
California Limited Liability Company; and DOES
1 to 50, inclusive,

Defendants.

ELECTRONICALLY FILED

Superior Court of California,
County of Alameda

06/24/2026 at 11:14:04 AM

By: Andrei Gospel,
Deputy Clerk

Case No.: **26CV196172**

**COMPLAINT FOR CIVIL PENALTIES
UNDER THE CALIFORNIA PRIVATE
ATTORNEYS' GENERAL ACT:**

**(1) CLAIM FOR CIVIL PENALTIES FOR
VIOLATIONS OF CALIFORNIA
LABOR CODE PURSUANT TO
CALIFORNIA LABOR CODE
SECTIONS 2698, ET SEQ. ("PAGA")**

DEMAND FOR JURY TRIAL

1 Plaintiff, MARILEE BOGAERT, a California resident (hereinafter, "Plaintiff"),
2 individually, as an aggrieved employee, and on behalf of all other aggrieved employees and the
3 State of California, files this Complaint ("Complaint") for Civil Penalties Under the California
4 Private Attorneys' General Act ("PAGA") against Defendants ROCKRIDGE LITTLE SCHOOL,
5 LLC ("RLS"; RLS and DOES 1 to 50 collectively, "Defendants"). Plaintiff hereby demands a jury
6 trial and alleges as follows:

7 **PARTIES**

8 1. Plaintiff MARILEE BOGAERT is, and at all relevant times mentioned in this
9 Complaint was, a resident of the County of Alameda, California and a citizen of the State of
10 California. Plaintiff was employed by Defendants at its or their facilities, which includes, but may
11 not be limited to, the school located at 5776 Broadway, Oakland, CA 94618 ("Broadway Campus").

12 2. Defendant RLS is, and at all times mentioned in this Complaint was, a limited
13 liability company registered under the laws of the State of California with its principal address and
14 mailing address located at 669 Ensenada Ave., Berkeley, CA 94707.

15 3. Each business entity of RLS and DOES 1 to 50, whether corporate, partnership, joint
16 venture, unincorporated association, public entity, or other business entity of unknown form, and
17 whether named or sued by fictitious name, is, and at all times mentioned herein was, in some
18 manner involved in the ownership and/or operation of the defendant corporations herein.

19 4. Each of the individual defendants and DOES 1 to 50, whether named or sued by
20 fictitious name, were acting in an individual capacity or within their capacity as managerial agent,
21 servant, employee, officer, director, partner, or joint venturer of each business entity defendant
22 aforementioned in committing the acts or omissions as alleged herein which resulted in damage to
23 Plaintiff. Each of the individual defendants and DOES 1 to 50, whether named or sued by fictitious
24 name, is and at all times mentioned herein was also in some manner involved in the ownership
25 and/or operation of said corporations, if any, and in doing the things herein alleged was acting with
26 the permission, consent, knowledge, authorization and/or ratification of each of the business entity
27 defendants mentioned above, unless otherwise stated herein.

1 5. At all times herein mentioned, Defendants were agents, employees and/or partners of
2 the remaining defendants, including the Doe defendants, and, in doing the things herein alleged,
3 were acting within the scope of such agency, employment and/or partnership with the permission,
4 authority, consent of, and/or ratification by its or their co-defendants. Unless otherwise stated, all
5 references to RLS or “Defendants” shall include the Doe defendants as well.

6 6. Each reference in this Complaint to “Defendants” refers to RLS and RLS’s founders,
7 owners, directors, managers, agents, employees, and/or supervisors; and all Doe Defendants.

8 **JURISDICTION AND VENUE**

9 7. This is an enforcement action under PAGA, California Labor Code sections 2698 *et*
10 *seq.* to recover civil penalties and any other available relief on behalf of Plaintiff, the State of
11 California, and other current and former employees who worked for Defendants in California as a
12 non-exempt, hourly paid employee and received at least one wage statement and against whom one
13 or more violations of the Labor Code or any provision regulating hours and days of work in the
14 applicable Industrial Welfare Commission (“IWC”) Wage Order were committed, as set forth in
15 this Complaint, at any time between one year prior to the filing of the pre-filing written notice to the
16 LWDA in this case on March 31, 2026, until judgment (“Aggrieved Employees”).

17 8. This Court has jurisdiction over this action pursuant to the California Constitution,
18 Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes”
19 except those given by statute to other courts, and California Code of Civil Procedure section 410.10,
20 which authorizes a “court of this state” to “exercise jurisdiction on any basis not inconsistent with
21 the Constitution of this state or of the United States.” The statute under which this action is brought
22 does not specify any other basis for jurisdiction.

23 9. This Court has jurisdiction over Defendants because, upon information and belief,
24 Defendants are citizens of California, have sufficient minimum contacts in California, or otherwise
25 intentionally avail themselves of the California market so as to render the exercise of jurisdiction
26 over them by California courts consistent with traditional notions of fair play and substantial justice.

27 10. Venue is proper in this Court because, upon information and belief, Defendants
28 maintain offices, have agents, employ individuals, and/or transact business in the State of

1 California, County of Los Angeles. The majority of acts and omissions alleged herein relating to
2 Plaintiff and the other aggrieved employees took place in the State of California, including the
3 County of Alameda.

4 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

5 11. On March 31, 2026, Plaintiff provided written notice by online filing to the LWDA
6 and by certified mail to Defendants of the specific provisions of the California Labor Code alleged
7 to have been violated, including facts and theories to support the alleged violations. Plaintiff's
8 written notice was accompanied with the applicable filing fee of seventy-five dollars (\$75). The
9 LWDA PAGA Administrator has confirmed receipt of Plaintiff's written notice and assigned
10 Plaintiff PAGA Case Number LWDA-CM-1167442-26. A true and correct copy of Plaintiff's
11 written notice to the LWDA and Defendants dated March 31, 2026, is attached hereto as **Exhibit L**.

12 12. As of the filing date of this complaint, over 65 days have passed since Plaintiff sent
13 the initial LWDA Notice described above, and the LWDA has not responded that it intends to
14 investigate Plaintiff's claims, and Defendants have not cured the violations.

15 13. Thus, Plaintiff has satisfied the administrative prerequisites under California Labor
16 Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for violations of
17 California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 233, 234, 510, 512(a), 1102.5,
18 1174(d), 1182.12, 1194, 1197, 1198, and 1198.5.

19 14. All conditions precedent to this Action have been timely fulfilled. Thus, Plaintiff
20 timely exhausted administrative prerequisites to filing this Action.

21 **FACTUAL ALLEGATIONS**

22 15. Defendants RLS and/or DOES 1-50 employed Plaintiff as a non-exempt, hourly-paid
23 teacher at their College campus located at 5951 College Ave., Oakland, CA 94618 ("College
24 Campus") between on or around October 10, 2018 to on or around March 23, 2020, when
25 Defendants RLS and/or DOES 1-50 laid her off due to the COVID-19 pandemic. Defendants RLS
26 and/or DOES 1-50 rehired Plaintiff as a non-exempt, hourly-paid teacher at their College Campus
27 on or around October 5, 2020 until Defendants RLS and/or DOES 1-50 laid Plaintiff off again on or
28 around September 4, 2022.

1 16. On or around October 18, 2023, Defendants RLS and/or DOES 1-50 rehired Plaintiff
2 as a non-exempt, hourly-paid teacher at its Broadway campus located at 5776 Broadway, Oakland,
3 CA 94168 (“Broadway Campus”). Plaintiff worked for Defendants RLS and/or DOES 1-50 as a
4 non-exempt, hourly-paid teacher at its Broadway Campus continuously until Defendants RLS
5 and/or DOES 1-50 effectively terminated Plaintiff’s employment on or around April 29, 2025.

6 **DISCRIMINATION AND RETALIATION IN VIOLATION OF THE CALIFORNIA**
7 **LABOR CODE**

8 17. Shortly after Plaintiff began working for Defendants RLS and/or DOES 1-50 in or
9 around October 2023, she unfortunately came down with the flu. To avoid the risk of spreading the
10 flu to her colleagues and Defendants RLS and/or DOES 1-50’s students – some of whom are as
11 young as 18 months – Plaintiff called in sick. Instead of sharing her concerns for the health and
12 wellbeing of Defendants RLS and/or DOES 1-50’s employees and students, Director of Parent
13 Connections & Special Events Lynne Kulland snapped back, “Is this the right position for you?
14 You got sick right away and called out?” Fearing that Defendants RLS and/or DOES 1-50 would
15 terminate her, Plaintiff replied, “I guess I can come in sick if it will let me keep my job.”
16 Reinforcing Director Kulland’s message, Director Cindy Barreto (“BARRETO”) called Plaintiff
17 and told her that she should “try to come in” so that Director Kulland knows you are a “serious
18 employee,” implying that Plaintiff was faking sick and “serious” employees do not take time off
19 work when they are sick. Director Kulland and Defendant BARRETO intentionally questioned and
20 discouraged Plaintiff’s request at the outset of her rehiring to communicate to Plaintiff that she
21 should not call out sick and Defendants RLS, Founder and Owner Holly Gold (“GOLD”), Director
22 BARRETO, Director Alexandra Lozano (“LOZANO”), and/or DOES 1-50’s expectation that
23 teachers, including Plaintiff and other Aggrieved Employees, to come to school to work even when
24 they are sick. This set the tone for the remainder of Plaintiff’s employment with Defendants RLS
25 and/or DOES 1-50.

26 18. Plaintiff acquiesced in fear of losing her job. She did her best and came in to work
27 risking infecting her colleagues and Defendants RLS and/or DOES 1-50’s students to comply with
28 Defendants RLS, GOLD, Director BARRETO, Director LOZANO, and/or DOES 1-50’s policies,

1 procedures, culture, and directives and to appease them. Plaintiff's efforts, however, were
2 insufficient for Defendants.

3 19. On or around April 14, 2024, Plaintiff informed Defendants RLS and/or DOES 1-50
4 that she was sick and unable to work on or around April 15, 2024. When Director BARRETO
5 found out, Director BARRETO ordered Plaintiff to come in to work: "They told me you called in
6 sick today? We need you to at least come from 1-3 to let the other teachers take lunch breaks."
7 Attached hereto as **Exhibit B** is a true and correct copy of the text messages between Plaintiff and
8 Director BARRETO on or around April 15, 2024 reflecting the same.

9 20. A few weeks later, on or around May 1, 2024, Nicole Goe, another teacher, sent a
10 text message to Defendants RLS, Director LOZANO, and/or DOES 1-50 calling out sick on or
11 around May 2, 2024 because she had diarrhea and chills and felt "malaise." Although Defendants
12 RLS and/or DOES 1-50 approved Ms. Goe's request for time off, Director LOZANO made clear to
13 Ms. Goe, Plaintiff, and the other teachers on the thread that, "teachers check in and ask if it's ok
14 rather than stating they won't be in to the Director." Defendants RLS and/or DOES 1-50 only
15 approves a request if Defendants RLS and/or DOES 1-50 can find coverage: "Sometimes we can
16 cover and sometimes we can't."

17 21. Defendants RLS and/or DOES 1-50 relentlessly communicated their overt hostility
18 towards employees using paid sick days ("PSD"), including Plaintiff and other Aggrieved
19 Employees. On or around May 8 and 9, 2024, Director BARRETO sent an email to Defendants
20 RLS and/or DOES 1-50's employees, including Plaintiff and other Aggrieved Employees,
21 chastising them for using PSD and threatening their employment status if they have "excessive
22 absences," which Defendants used as a euphemism for PSD:

23 There have been too many absences which have required us to overstaff our
24 schools to make the program run smoothly. This is not working.

25 . . .

26 If you are wanting full time you need to be here without excessive absences to
27 be approved for that schedule.

1 Director BARRETO threatened to cut their hours if they continued taking PSD: “If you need
2 reduced hours we can make that happen with the needs of the program first.” Attached hereto as
3 **Exhibit C** is a true and correct copy of the email Director BARRETO sent on or around May 8,
4 2024 and forwarded to Plaintiff on or around May 9, 2024 reflecting the same.

5 22. Defendants and/or DOES 1-50 repeatedly discouraged, deterred, intimidated,
6 pressured, and threatened Plaintiff and her colleagues, including other Aggrieved Employees, from
7 exercising their right to use PSD.

8 (a) On or around May 14, 2024, Plaintiff told Director LOZANO that she may need to
9 call off work to see a doctor because she felt ill and lost her voice. Director
10 LOZANO replied curtly, “Would be very helpful for you to come[.] Thanks[.]”

11 (b) After Plaintiff sent a text message to Director LOZANO on Labor Day calling out
12 sick for the following day, Director LOZANO threatened, “if you miss the day
13 before or after a holiday they won’t pay you . . . just giving u [sic] that
14 info[r]mation[.]”

15 (c) When Plaintiff was sick, lost her again voice, and called out on November 1, 2024,
16 Director LOZANO pressured her to come in, “I really need you to make it even if u
17 [sic] come by 1, 2, or 3. Even if you don’t use ur [sic] voice.”

18 23. Due to Defendants’ repeated hostile and offensive responses, comments, and
19 attitudes to their requests to take PSD, Plaintiff and her colleagues, including other Aggrieved
20 Employees, knew and understood that exercising their right to PSD would land them on
21 Defendants’ “shit list.” Plaintiff and her colleagues, including other Aggrieved Employees,
22 regularly reassured each other that they should not come to work while sick despite Defendants
23 RLS, GOLD, Director BARRETO, Director LOZANO, and/or DOES 1-50’s contrary instructions
24 and attempts to guilt them into jeopardizing their health and safety and the health and safety of their
25 colleagues and Defendants RLS and/or DOES 1-50’s students.

26 24. Defendants RLS and/or DOES 1-50 assigned Plaintiff to teach her fall 2024 classes
27 in the tiny, downstairs classroom at the Broadway Campus. Defendants RLS and/or DOES 1-50
28 planned to pack so many children in the classroom with her that Plaintiff told Director Kulland and

1 Director LOZANO that it was giving her anxiety and made her feel claustrophobic. Director
2 Kulland and Director LOZANO were dismissive, and Defendants RLS and/or DOES 1-50 forced
3 Plaintiff to use the classroom anyways.

4 25. Towards the end of 2024, Plaintiff began standing her ground and regularly started
5 refusing to comply with Defendants' requests for her to forgo PSD and work while she was sick.

6 26. In the morning on or around January 16, 2025, Plaintiff informed Director LOZANO
7 that she woke up feeling sick and needed "to stay home today." Instead of respecting her PSD
8 request, Director LOZANO continued Defendants' pressure campaign: "Well [that] makes [it] very
9 difficult for the team. I have Kendall leaving at 3 today and Madeline already covering [sic] if
10 the[re] is anyway u [sic] can make it in later today I would really need that. Even if it's just for 2
11 hrs." Plaintiff refused: "I am not feeling well and need to rest my body. Sorry!" Attached hereto
12 as **Exhibit D** is a true and correct copy of the text message chain between Director LOZANO and
13 Plaintiff on or around January 16, 2025 reflecting the same. Plaintiff provided Defendants with a
14 copy of her doctor's note placing her off work through January 18, 2025. Attached hereto as
15 **Exhibit E** is a true and correct copy of the email from Plaintiff to Defendants RLS and/or DOES 1-
16 50 with the doctor's note Plaintiff received from Kaiser Permanente reflecting the same.

17 27. On or around January 23, 2025, Plaintiff witnessed Elisa Gonzalez, a teacher,
18 physically overpower a 2-year-old student. After nap time, Plaintiff saw Ms. Gonzalez grab the
19 child by the wrist, lift his arm above his head, pull his body out of his chair, and whisk him away
20 from the snack table to the downstairs bathroom while forcefully grabbing his wrist. Crying and
21 screaming, the child refused to return to the snack table and asked to stay with his older sister in
22 fear of Ms. Gonzalez. Plaintiff had previously observed teachers become physical with Defendants
23 RLS and/or DOES 1-50's young students and complained to Defendants RLS and/or DOES 1-50 in
24 fear for their safety to no avail. On one prior occasion, Plaintiff complained to Director Kulland
25 that a teacher lied to a parent about how one of the children sustained an injury. Instead of
26 investigating and disciplining the teacher, Director Kulland blamed the child, calling the child a
27 "brat," and silenced Plaintiff. On or around January 27, 2025, Plaintiff complained about Ms.
28 Gonzalez to Director LOZANO, who was aware of Ms. Gonzalez's habit of using physical force

1 when she thought a child was misbehaving. Attached hereto as **Exhibit F** is a true and correct copy
2 of the email from Plaintiff to Director LOZANO reflecting the same.

3 28. Within one (1) week, Defendants told Plaintiff that they would be reducing her hours
4 by approximately 25%.

5 29. In the morning on or around March 20, 2025, Plaintiff sent a text message to
6 Director BARRETO informing her that she could not work due to a “dental emergency.” Director
7 BARRETO scolded Plaintiff, “You were supposed to come to College today and I don’t have
8 anyone to cover for you.” Plaintiff refused to come in and exercised her right to take PSD, “I know,
9 I cannot go, I have a dental emergency. I need to fix my teeth or else I cannot eat.” Attached hereto
10 as **Exhibit G** is a true and correct copy of the text message chain between Director BARRETO and
11 Plaintiff on or around March 20, 2025 reflecting the same.

12 30. In or around mid-April, Plaintiff contracted the flu, informed Defendants RLS and/or
13 DOES 1-50, and called off work. On or around April 16, 2025, Plaintiff forwarded a note from her
14 doctor placing her off work for one (1) week, from April 14 to 18, 2025. Attached hereto as
15 **Exhibit H** is a true and correct copy of the email from Plaintiff to Director LOZANO on or around
16 April 16, 2025 reflecting the same along with the attached doctor’s note. Due to “severe respiratory
17 symptoms,” Plaintiff’s doctor extended her off-work status through April 25, 2025 and placed her
18 on modified duty, limiting her to six (6) hours of work per day through May 2, 2025. Plaintiff sent
19 her doctor’s note to Director LOZANO on or around April 24, 2025. Attached hereto as **Exhibit I**
20 is a true and correct copy of the email from Plaintiff to Director LOZANO on or around April 24,
21 2025 reflecting the same along with the attached doctor’s note. Plaintiff used PSD to cover her
22 absence. Attached hereto as **Exhibit J** is a true and correct copy of Plaintiff’s wage statement for
23 April 14, 2025 and April 27, 2025 reflecting 12.50 PSD hours used during the period and a
24 remaining balance of 1.23 PSD hours.

25 31. Based on information and belief, fed up with Plaintiff’s complaints about Ms.
26 Gonzalez putting her hands on Defendants RLS and/or DOES 1-50’s students and requests to use
27 and use of PSD, and intolerant of Plaintiff’s disabilities and/or perceived disabilities and her
28 accommodation request, Defendants demoted Plaintiff and/or terminated her employment on or

1 around April 29, 2025. Defendants RLS and/or DOES 1-50 told Plaintiff that they demoted and/or
2 terminated her because they “needed someone who would be here more” and that her “stress” was
3 causing her to be “sick and absent from work.”

4 32. Based on information and belief, behind her back, Founder and Owner GOLD
5 criticized Plaintiff for using PSD and openly mocked Plaintiff’s medical conditions:

6 I was sorry to hear about Marilee, but I think it was long overdue.

7 . . .

8 At the end of the day, teachers must be present – physically and cognitively.

9 . . .

10 What can you do when a teacher tells you the classroom makes her
11 claustrophobic? Red flag.

12 Attached hereto as **Exhibit K** is a true and correct copy of a document produced by Defendants
13 RLS and/or DOES 1-50 reflecting the same. From then on, Defendants RLS and/or DOES 1-50
14 only retained Plaintiff as a substitute teacher on an as needed basis.

15 33. In an attempt to placate Plaintiff, Director BARRETO told her that Defendants RLS
16 and/or DOES 1-50 would like to hire Plaintiff as an Art Specialist, at a lower hourly rate and with
17 fewer hours than what she earned and worked as a teacher, to facilitate art projects with children.
18 Director BARRETO said that she would talk to Founder and Owner GOLD and circle back with
19 her. Plaintiff followed up with GOLD and BARRETO several times about the position but was met
20 with deafening silence. After initially feigning interest in rehiring her, GOLD and BARRETO
21 ignored her.

22 34. Based on information and belief, Defendants RLS and/or DOES 1-50 did not hire
23 Plaintiff as an Art Specialist because of her complaints, requests to use and use of PSD, and
24 disabilities and/or perceived disabilities.

25 35. Based on information and belief, other Aggrieved Employees asked Defendants RLS
26 and/or DOES 1-50 for sick time off or to use sick leave to care for themselves or their family
27 members. Based on information and belief, Defendants RLS and/or DOES 1-50, however,
28 interfered with other Aggrieved Employees’ right to use sick leave, dissuaded them from using sick

1 leave, denied their right to use sick leave and/or discriminated against them for using or attempting
2 to exercise the right to use sick leave to care for themselves or their family members. Based on
3 information and belief, Defendants RLS and/or DOES 1-50 maintained unlawful policies and/or
4 practices applicable to Plaintiff and other Aggrieved Employees that counted sick leave as an
5 absence that could lead to disciplinary action, up to and including discharge.

6 **WAGE AND HOUR VIOLATIONS**

7 36. Plaintiff is informed and believes, and thereon alleges, that during the relevant
8 period, Defendants RLS and/or DOES 1-50 had a company-wide policy and/or practice of
9 discouraging and impeding Plaintiff and/or other non-exempt employees, including other Aggrieved
10 Employees, from recording hours worked that were outside of Plaintiff's and/or their scheduled
11 shifts in order to limit the amount of regular and/or overtime hours employees could accrue.
12 Defendants RLS and/or DOES 1-50 had a company-wide policy and/or practice of not requiring
13 Plaintiff and/or other non-exempt employees, including other Aggrieved Employees, to
14 contemporaneously record the start and end times they worked. Rather, Defendants RLS and/or
15 DOES 1-50 only allowed Plaintiff and/or other non-exempt employees, including other Aggrieved
16 Employees, to report the start and end times they worked on a bi-weekly basis. Plaintiff and/or
17 other non-exempt employees, including other Aggrieved Employees, were forced to work off-the-
18 clock performing tasks before and after their scheduled shift times during the weekday and on
19 weekends, but were not provided a means by Defendants to account for this time. For example:

20 (a) Defendants RLS and/or DOES 1-50 required Plaintiff and/or other non-exempt
21 employees, including other Aggrieved Employees, to arrive on campus at least ten
22 (10) minutes before their scheduled start times to get ready for work.

23 (b) If Plaintiff and/or other non-exempt employees, including other Aggrieved
24 Employees, reported more than eight (8) hours of work in a workday or more than
25 forty (40) hours of work in a workweek or after
26 5:30 pm in a workday when they filled out their timesheets, Defendants RLS and/or
27 DOES 1-50 would instruct them to modify their timesheets to avoid having to pay
28 them overtime.

- 1 (c) Defendants RLS and/or DOES 1-50 required Plaintiff would prepare for the art class
2 she taught by, among other things, reviewing textbooks and art and educational
3 reference books and online materials to enhance Panda Time, planning for new
4 projects, purchasing supplies, cleaning up, transferring paint into bottles, diluting
5 colored paint with water or white paint, cutting paper, sorting materials, organizing
6 the children's work, and drawing guide lines on paper during Plaintiff's meal
7 periods, after work, and on weekends because there was not enough time within
8 Plaintiff's scheduled shifts to complete those tasks and teach due to the volume of
9 work assigned to Plaintiff by Defendants RLS and/or DOES 1-50.
- 10 (d) Defendants RLS and/or DOES 1-50 required Plaintiff and/or other non-exempt
11 employees, including other Aggrieved Employees, to stay after their schedule shifts
12 to wait with children on schooldays when their parents did not pick them up on time.
- 13 (e) Defendants RLS and/or DOES 1-50 required Plaintiff to revamp their failing Panda
14 Time program, a pre-kindergarten program offered to Defendants RLS and/or DOES
15 1-50's older students. Plaintiff, among other things, revised the Panda Time
16 curriculum and on a weekly basis prepare materials for Panda Time, take photos of
17 Panda Time activities, and write a description on Panda Time activities, which
18 Defendants RLS and/or DOES 1-50 subsequently posted to its online blog to
19 advertise the Panda Time program to the public. Plaintiff regularly performed
20 between five (5) to ten (10) hours of work off-the-clock each week to prepare for
21 Panda Time.
- 22 (f) Defendants RLS and/or DOES 1-50 required Plaintiff and/or other non-exempt
23 employees, including other Aggrieved Employees, to attend staff trainings and Back
24 to School Night on weekdays after school hours and open houses on weekends.
25 Defendants RLS and/or DOES 1-50 told Plaintiff and/or other non-exempt
26 employees, including other Aggrieved Employees, that Defendants RLS and/or
27 DOES 1-50 would not pay them for trainings, Back to School Nights, weekend
28 events because they received paid time off.

1 37. Defendants failed to track and discouraged Plaintiff and/or other non-exempt
2 employees, including other Aggrieved Employees, from tracking time spent working before and/or
3 after clocking out, including on weekends, and Plaintiff and/or other non-exempt employees,
4 including other Aggrieved Employees, received no compensation for this time.

5 38. Plaintiff is informed and believes, and thereon alleges, that during the relevant
6 period, Defendants RLS and/or DOES 1-50 had and/or encouraged a company-wide policy and/or
7 practice of rounding Plaintiff's and/or other non-exempt employees' (including other Aggrieved
8 Employees) time entries, including start and/or end times. Plaintiff is informed and believes, and
9 thereon alleges, Defendants RLS and/or DOES 1-50's rounding policy and/or practice was not
10 neutral in practice and consistently resulted in the under-recording of Plaintiff's and/or other non-
11 exempt employees' (including other Aggrieved Employees) compensable work time, causing
12 Plaintiff and/or other non-exempt employees, including other Aggrieved Employees, to regularly
13 lose compensable minutes and hours.

14 39. Plaintiff is informed and believes, and thereon alleges, that during the relevant
15 period, Defendants RLS and/or DOES 1-50 had a company-wide policy and/or practice of failing to
16 record Plaintiff's and/or other non-exempt employees' (including other Aggrieved Employees) meal
17 period start and stop times in violation of California law. Plaintiff is informed and believes, and
18 thereon alleges, Defendants RLS and/or DOES 1-50's meal period policy and/or practice did not
19 ensure Plaintiff and/or other non-exempt employees, including other Aggrieved Employees, were
20 timely relieved of all duty for at least 30 uninterrupted minutes.

21 40. Plaintiff is informed and believes, and thereon alleges, that during the relevant
22 period, Defendants RLS and/or DOES 1-50 had a company-wide policy and/or practice of
23 intentional and chronic understaffing, such that there were too few non-exempt employees on duty
24 to take timely, uninterrupted 30-minute meal breaks and 10-minute rest breaks, particularly given
25 minimum child-teacher ratios required by law.

26 41. Plaintiff is informed and believes, and thereon alleges, that during the relevant
27 period, Defendants RLS and/or DOES 1-50 had a company-wide policy and/or practice of
28 combining meal periods with second rest breaks.

1 42. Plaintiff is informed and believes, and thereon alleges, that Defendants RLS and/or
2 DOES 1-50 willfully failed to pay Plaintiff for all hours worked. Defendants knew, or should have
3 known, that as a result of these company-wide practices and/or policies, Plaintiff and/or other non-
4 exempt employees, including other Aggrieved Employees, were performing their assigned duties
5 off-the-clock, and were suffered or permitted to perform work for which they were not paid.

6 43. Plaintiff is informed and believes, and thereon alleges, that because Plaintiff and/or
7 other non-exempt employees, including other Aggrieved Employees, worked shifts of eight (8)
8 hours a day or more or forty (40) hours a week or more, some of this off-the-clock work qualified
9 for overtime premium pay. Defendants knew, or should have known, that they did not compensate
10 Plaintiff and/or other non-exempt employees, including other Aggrieved Employees, applicable
11 overtime rates of pay for overtime hours that they worked. Therefore, Plaintiff and/or other non-
12 exempt employees, including other Aggrieved Employees, were not paid overtime wages for all of
13 the overtime hours they actually worked. Defendants willfully failed to pay all overtime wages
14 owed to Plaintiff and/or other non-exempt employees, including other Aggrieved Employees, at
15 their regular rate of pay. Plaintiff and/or other non-exempt employees, including other Aggrieved
16 Employees, were not paid overtime premiums for all hours Plaintiff worked in excess of eight (8)
17 hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a
18 week.

19 44. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
20 should have known that Plaintiff and/or other non-exempt employees, including other Aggrieved
21 Employees, were entitled to meal periods in accordance with the Labor Code or payment of one (1)
22 additional hour of pay at their regular rates of pay when they were not provided with timely,
23 uninterrupted, thirty (30) minute meal periods and that Plaintiff and/or other non-exempt
24 employees, including other Aggrieved Employees, were not provided with all meal periods or
25 payment of one (1) additional hour of pay at their regular rates of pay when they did not receive a
26 timely, uninterrupted, thirty (30) minute meal period.

27 45. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
28 should have known that Plaintiff and/or other non-exempt employees, including other Aggrieved

1 Employees, were entitled to rest periods in accordance with the Labor Code and applicable IWC
2 Wage Order or payment of one (1) additional hour of pay at their regular rates of pay when they
3 were not authorized and permitted to take a compliant rest period. In violation of the California
4 Labor Code, Plaintiff and/or other non-exempt employees were not authorized and permitted to take
5 compliant rest periods, nor did Defendants provide Plaintiff and/or other non-exempt employees,
6 including other Aggrieved Employees, with payment of one (1) additional hour of pay at their
7 regular rates of pay when they were not authorized and permitted to take a compliant rest period.

8 46. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
9 should have known that Plaintiff and/or other non-exempt employees, including other Aggrieved
10 Employees, were entitled to timely payment of wages during their employment. In violation of the
11 California Labor Code, Plaintiff and/or other non-exempt employees, including other Aggrieved
12 Employees, did not receive payment of all wages, including, but not limited to, overtime wages,
13 minimum wages, and meal and rest period premiums within permissible time periods.

14 47. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
15 should have known that Plaintiff and/or other non-exempt employees, including other Aggrieved
16 Employees, were entitled to timely payment of all wages earned upon termination of employment.
17 In violation of the California Labor Code, Plaintiff and/or other non-exempt employees, including
18 other Aggrieved Employees, did not receive payment of all wages due, including, but not limited to,
19 overtime wages, minimum wages, and meal and rest period premiums within permissible time
20 periods.

21 48. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
22 should have known that Plaintiff and/or other non-exempt employees, including other Aggrieved
23 Employees, were entitled to receive complete and accurate wage statements in accordance with
24 California law. In violation of the California Labor Code, Plaintiff and/or other non-exempt
25 employees, including other Aggrieved Employees, were not provided complete and accurate wage
26 statements.

27 49. Plaintiff is informed and believes, and thereon alleges, Defendants knew or should
28 have known that they had a duty to compensate Plaintiff and/or other non-exempt employees,

1 including other Aggrieved Employees, for all hours worked, and that Defendants had the financial
2 ability to pay such compensation, but willfully, knowingly, and intentionally failed to do so, and
3 falsely represented to Plaintiff and/or other non-exempt employees, including other Aggrieved
4 Employees, that they were properly denied wages, all in order to increase Defendants' profits.

5 **FIRST CAUSE OF ACTION**

6 **FOR CIVIL PENALTIES, PURSUANT TO CALIFORNIA LABOR CODE §§ 2698, ET**
7 **SEQ.**

8 (Against Defendants RLS and DOES 1-50)

9 50. Plaintiff realleges and incorporates by reference all preceding paragraphs of this
10 Complaint as though fully alleged herein.

11 51. California Labor Code §§ 2698, *et seq.* permits Plaintiff to recover civil penalties
12 for the violation(s) of the Labor Code sections enumerated in Labor Code section 2699.5. Section
13 2699.5 enumerates Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d),
14 1182.12, 1194, 1197, 1198, and 2802. Labor Code section 2699.3(c) permits aggrieved employees,
15 including Plaintiff, to recover civil penalties for violations of those Labor Code sections not found
16 in section 2699.5, including section 1182.12.

17 52. Defendants' conduct, as alleged herein and set forth further in **Exhibit L**, violates
18 numerous sections of the California Labor Code, including, but not limited to, the following:

- 19 (a) Violation of Labor Code sections 510, 1198, and the applicable IWC wage order for
20 Defendants' failure to compensate Plaintiff and other Aggrieved Employees with all
21 required overtime pay and failure to properly calculate the overtime rates paid to other
22 Aggrieved Employees;
- 23 (b) Violation of (b) Labor Code sections 1182.12, 1194, 1197, 1198, and the applicable
24 IWC wage order for Defendants' failure to compensate Plaintiff and other Aggrieved
25 Employees with at least minimum wages for all hours worked;
- 26 (c) Violation of Labor Code sections 226.7, 512, 1198, and the applicable IWC wage order
27 for Defendants' failure to provide other Aggrieved Employees with meal periods;
- 28 (d) Violation of Labor Code sections 226.7, 1198, and the applicable IWC wage order for

Defendants' failure to authorize and permit Plaintiff and other Aggrieved Employees to take rest periods;

(e) Violation of Labor Code sections 226(a), 1198, and the applicable IWC wage order for failure to provide accurate and complete wage statements to Plaintiff and other Aggrieved Employees;

(f) Violation of Labor Code sections 1174(d), 1198, and the applicable IWC wage order for failure to maintain payroll records;

(g) Violation of Labor Code section 204 for failure to pay all earned wages during employment;

(h) Violation of Labor Code sections 201, 202, and 203 for failure to pay all earned wages upon termination;

(i) Violation of Labor Code sections 233, 234, and 1198.5 for discrimination and retaliation against Plaintiff and other Aggrieved Employees; and

(j) Violation of Labor Code section 2802 for failing to reimburse Plaintiff and other Aggrieved Employees for necessary business expenses.

53. Defendants' failure to pay Plaintiff and other Aggrieved Employees the balance of overtime compensation as required by California law violates the provisions of California Labor Code sections 510 and 1198. Plaintiff and other Aggrieved Employees are entitled to recover civil penalties pursuant to Labor Code sections 558, 1194, and/or 2699(a), (f), and (g).

54. Defendants' failure to pay Plaintiff and other Aggrieved Employees minimum wages violates California Labor Code sections 1182.12, 1194, 1197, and 1198. Plaintiff and Aggrieved Employees are therefore entitled to recover civil penalties pursuant to sections 558 and/or 2699(a), (f), and (g).

55. Defendants failed to provide other Aggrieved Employees compliant meal periods and failed to pay the full meal period premiums due. Defendants' conduct violates the applicable IWC Wage Order, and California Labor Code sections 226.7, 512(a), and 1198. Other Aggrieved Employees are entitled to recover civil penalties pursuant to section 2699(a), (f), and (g).

56. Defendants failed to provide other Aggrieved Employees compliant rest periods and

1 failed to pay the full rest period premiums due. Defendants' conduct violates the applicable IWC
2 Wage Order and California Labor Code sections 226.7 and 1198. Plaintiff and other Aggrieved
3 Employees are therefore entitled to recover civil penalties pursuant to section 2699(a), (f), and (g).

4 57. Because Defendants' violations of 226(a) and 1174(d) were committed against
5 Plaintiff and other Aggrieved Employees, Plaintiff and other Aggrieved Employees are entitled to
6 recover civil penalties pursuant to sections 226.3, 1174.5, and/or 2699(a), (f), and (g).

7 58. Defendants' failure to pay Plaintiff and other Aggrieved Employees violates Labor
8 Code section 204. Plaintiff and other Aggrieved Employees are therefore entitled to recover civil
9 penalties pursuant to Labor Code sections 210 and/or 2699(a), (f), and (g).

10 59. Defendants' failure to pay Plaintiff and those Aggrieved Employees who are no
11 longer employed by Defendants their wages earned and unpaid at the time of discharge, or within
12 seventy-two (72) hours of their leaving Defendant's employ, violates Labor Code sections 201 and
13 202. Plaintiff and other Aggrieved Employees are therefore entitled to recover civil penalties
14 pursuant to Labor Code sections 256 and/or 2699(a), (f), and (g).

15 60. Defendants' company-wide policy and/or practice of passing on their operating
16 costs to Plaintiff and other Aggrieved Employees by failing to reimburse them for, *inter alia*, the
17 use of their personal cell phone for work purposes violates California Labor Code section 2802.
18 Defendants have intentionally and willfully failed to reimburse Plaintiff and other Aggrieved
19 Employees for necessary business-related expenses and costs. Plaintiff and other Aggrieved
20 Employees are therefore entitled to recover civil penalties pursuant to Labor Code section 2699(a),
(f), and (g).

21 61. Defendants RLS and/or DOES 1-50 interfered with other Aggrieved Employees'
22 right to use sick leave, dissuaded them from using sick leave, denied their right to use sick leave
23 and/or discriminated against them for using or attempting to exercise the right to use sick leave to
24 care for themselves or their family members. Defendants RLS and/or DOES 1-50 maintained
25 unlawful policies and/or practices applicable to Plaintiff and other Aggrieved Employees that
26 counted sick leave as an absence that could lead to disciplinary action, up to and including
27 discharge. Defendants RLS and/or DOES 1-50 retaliated against Plaintiff and other Aggrieved
28 Employees for raising concerns and complaints about violations of statutes, rules, and regulations

1 governing sick leave and/or the safety and wellbeing of children at school. Plaintiff and other
2 Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor Code
3 sections 2699(a), (f), and (g) and 1102.5(f)(1).

4 **PRAYER FOR RELIEF**

5 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

6 1. That the Court declare, adjudge and decree that Defendants violated the following
7 California Labor Code provisions as to Plaintiff and/or other Aggrieved Employees: 510 and 1198
8 (by failing to pay all overtime compensation); 1182.12, 1194, 1197, and 1198 (by failing to pay at
9 least minimum wages for all hours worked); 226.7, 512 and 1198 (by failing to provide all meal
10 periods); 226.7 and 1198 (by failing to authorize and permit all rest periods); 226(a), 1174(d) and
11 1198 (by failing to provide accurate wage statements and maintain accurate payroll records); 201,
12 202, 203 (by failing timely to pay all earned wages upon termination); 204 (by failing timely to pay
13 all earned wages during employment); 233 and 234 (by interfering with employees' right to use sick
14 leave, dissuading them from using sick leave, denying their right to use sick leave and/or
15 discriminating against them for using or attempting to exercise the right to use sick leave); 1102.5
16 (by discriminating and retaliating against employees); 2802 (failing to reimburse for business
17 expenses);

18 2. For civil penalties recoverable under PAGA, including, but not limited to, pursuant
19 to California Labor Code sections 210, 226.3, 256, 1174.5, 2699(a), (f), and (g), for violations of
20 California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 558, 1102.5(f),
21 1174(d), 1182.12, 1194, 1197, 1198, and 2802;

22 3. For attorneys' fees and costs pursuant to California Labor Code section 2699(g)(1),
23 and any and all other relevant statutes, for Defendants' violations of California Labor Code sections
24 201, 202, 203, 204, 226(a), 226.3, 226.7, 510, 512(a), 1102.5(j), 1174(d), 1182.12, 1194, 1197,
25 1198, and 2802;

26 4. For pre-judgment and post-judgment interest as provided by law; and

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

28 ///

1 DATED: June 24, 2026

/s/ Gabriel M. Huey
Derrick K. Lam, Esq.
Gabriel M. Huey, Esq.
Huey Lam, PC

Nakkisa Akhavan, Esq.
Akhavan Law, P.C.
Attorneys for Plaintiff, Marilee
Bogaert

7 **DEMAND FOR JURY TRIAL**

8 **PLAINTIFF HEREBY DEMANDS A TRIAL BY JURY OF ALL CAUSES OF**
9 **ACTION ALLEGED HEREIN.** The amount demanded exceeds \$35,000.00. (Code of Civil
10 Procedure § 85(a).)

12 DATED: June 24, 2026

14 By: /s/ Gabriel M. Huey

15 Derrick K. Lam, Esq.
16 Gabriel M. Huey, Esq.
Huey Lam, PC

17 Nakkisa Akhavan, Esq.
18 **Akhavan Law, P.C.**
19 Attorneys for Plaintiff, Marilee
20 Bogaert
21
22
23
24
25
26
27
28

EXHIBIT A



Civil Rights Department

651 Bannan Street, Suite 200 | Sacramento | CA | 95811
1-800-884-1684 (voice) | 1-800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

December 17, 2025

Gabriel Huey
6th Floor, 400 Continental Blvd.
El Segundo, CA 90245

RE: **Notice to Complainant's Attorney**
CRD Matter Number: 202512-32697517
Right to Sue: Bogaert / ROCKRIDGE LITTLE SCHOOL, LLC et al.

Dear Gabriel Huey:

Attached is a copy of your complaint of discrimination filed with the Civil Rights Department (CRD) pursuant to the California Fair Employment and Housing Act, Government Code section 12900 et seq. Also attached is a copy of your Notice of Case Closure and Right to Sue.

Pursuant to Government Code section 12962, CRD will not serve these documents on the employer. You must serve the complaint separately, to all named respondents. Please refer to the attached Notice of Case Closure and Right to Sue for information regarding filing a private lawsuit in the State of California. A courtesy "Notice of Filing of Discrimination Complaint" is attached for your convenience.

Be advised that the CRD does not review or edit the complaint form to ensure that it meets procedural or statutory requirements.

Sincerely,

Civil Rights Department



Civil Rights Department

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calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

December 17, 2025

RE: Notice of Filing of Discrimination Complaint

CRD Matter Number: 202512-32697517

Right to Sue: Bogaert / ROCKRIDGE LITTLE SCHOOL, LLC et al.

To All Respondent(s):

Enclosed is a copy of a complaint of discrimination that has been filed with the Civil Rights Department (CRD) in accordance with Government Code section 12960. This constitutes service of the complaint pursuant to Government Code section 12962. The complainant has requested an authorization to file a lawsuit. A copy of the Notice of Case Closure and Right to Sue is enclosed for your records.

This matter may qualify for CRD's Small Employer Family Leave Mediation Program. Under this program, established under Government Code section 12945.21, a small employer with 5 -19 employees, charged with violation of the California Family Rights Act, Reproductive Loss Leave, or Bereavement Leave (Government Code sections 12945.2, 12945.6, or 12945.7) has the right to participate in CRD's free mediation program. Under this program both the employee requesting an immediate right to sue and the employer charged with the violation may request that all parties participate in CRD's free mediation program. The employee is required to contact the Department's Dispute Resolution Division prior to filing a civil action and must also indicate whether they are requesting mediation. The employee is prohibited from filing a civil action unless the Department does not initiate mediation within the time period specified in section 12945.21, subdivision (b) (4), or until the mediation is complete or is unsuccessful. The employee's statute of limitations to file a civil action, including for all related claims not arising under section 12945.2, is tolled from the date the employee contacts the Department regarding the intent to pursue legal action until the mediation is complete or is unsuccessful. You may contact CRD's Small Employer Family Leave Mediation Pilot Program by emailing DRDOnlineRequests@calcivilrights.ca.gov and include the CRD matter number indicated on the Right to Sue notice.

Please refer to the attached complaint for a list of all respondent(s) and their contact information.

No response to CRD is requested or required.

Sincerely,

Civil Rights Department



Civil Rights Department

651 Bannan Street, Suite 200 | Sacramento | CA | 95811
1-800-884-1684 (voice) | 1-800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

December 17, 2025

Marilee Bogaert

RE: **Notice of Case Closure and Right to Sue**
CRD Matter Number: 202512-32697517
Right to Sue: Bogaert / ROCKRIDGE LITTLE SCHOOL, LLC et al.

Dear Marilee Bogaert:

This letter informs you that the above-referenced complaint filed with the Civil Rights Department (CRD) has been closed effective December 17, 2025 because an immediate Right to Sue notice was requested.

This letter is also your Right to Sue notice. According to Government Code section 12965, subdivision (b), a civil action may be brought under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. The civil action must be filed within one year from the date of this letter.

This matter may qualify for CRD's Small Employer Family Leave Mediation Program. Under this program, established under Government Code section 12945.21, a small employer with 5 -19 employees, charged with violation of the California Family Rights Act, Reproductive Loss Leave, or Bereavement Leave (Government Code sections 12945.2, 12945.6, or 12945.7) has the right to participate in CRD's free mediation program. Under this program both the employee requesting an immediate right to sue and the employer charged with the violation may request that all parties participate in CRD's free mediation program. The employee is required to contact the Department's Dispute Resolution Division prior to filing a civil action and must also indicate whether they are requesting mediation. The employee is prohibited from filing a civil action unless the Department does not initiate mediation within the time period specified in section 12945.21, subdivision (b) (4), or until the mediation is complete or is unsuccessful. The employee's statute of limitations to file a civil action, including for all related claims not arising under section 12945.2, is tolled from the date the employee contacts the Department regarding the intent to pursue legal action until the mediation is complete or is unsuccessful. Contact CRD's Small Employer Family Leave Mediation Pilot Program by emailing DRDOnlineRequests@calcivilrights.ca.gov and include the CRD matter number indicated on the Right to Sue notice.



Civil Rights Department

KEVIN KISH, DIRECTOR

651 Bannan Street, Suite 200 | Sacramento | CA | 95811
1-800-884-1684 (voice) | 1-800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

After receiving a Right-to-Sue notice from CRD, you may have the right to file your complaint with a local government agency that enforces employment anti-discrimination laws if one exists in your area that is authorized to accept your complaint. If you decide to file with a local agency, you must file before the deadline for filing a lawsuit that is on your Right-to-Sue notice. Filing your complaint with a local agency does not prevent you from also filing a lawsuit in court.

To obtain a federal Right to Sue notice, you must contact the U.S. Equal Employment Opportunity Commission (EEOC) to file a complaint within 30 days of receipt of this CRD Notice of Case Closure or within 300 days of the alleged discriminatory act, whichever is earlier.

Sincerely,

Civil Rights Department

**COMPLAINT OF EMPLOYMENT DISCRIMINATION
BEFORE THE STATE OF CALIFORNIA
Civil Rights Department
Under the California Fair Employment and Housing Act
(Gov. Code, § 12900 et seq.)**

In the Matter of the Complaint of

Marilee Bogaert

CRD No. 202512-32697517

Complainant,

vs.

ROCKRIDGE LITTLE SCHOOL, LLC
669 Ensenada Ave.
Berkeley, CA 94707

Cindy Barreto

,

Alexandra Lozano

,

Holly Gold

,

Respondents

1. Respondent **ROCKRIDGE LITTLE SCHOOL, LLC** is an **employer** subject to suit under the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.).

2. Complainant is naming **Cindy Barreto** individual as Co-Respondent(s).
Complainant is naming **Alexandra Lozano** individual as Co-Respondent(s).
Complainant is naming **Holly Gold** individual as Co-Respondent(s).

3. Complainant **Marilee Bogaert**, resides in the City of , State of .

4. Complainant alleges that on or about **April 29, 2025**, respondent took the following adverse actions:

Complainant was discriminated against because of complainant's medical condition (cancer or genetic characteristic), disability (physical, intellectual/developmental, mental health/psychiatric) and as a result of the discrimination was terminated, denied hire or

1 promotion, reprimanded, demoted, denied any employment benefit or privilege, other,
2 denied work opportunities or assignments, denied accommodation for a disability.

3 **Complainant experienced retaliation** because complainant requested or used a disability-
4 related accommodation and as a result was terminated, denied hire or promotion,
5 reprimanded, demoted, denied any employment benefit or privilege, other, denied work
6 opportunities or assignments, denied accommodation for a disability.

7 **Additional Complaint Details:** Shortly after Plaintiff began working for Defendants
8 ROCKRIDGE LITTLE SCHOOL (“RLS”) and/or DOES 1-50 in or around October 2023, she
9 unfortunately came down with the flu. To avoid the risk of spreading the flu to her
10 colleagues and Defendants RLS and/or DOES 1-50’s students – some of whom are as
11 young as 18 months – Plaintiff called in sick. Instead of sharing her concerns for the health
12 and wellbeing of Defendants RLS and/or DOES 1-50’s employees and students, Director of
13 Parent Connections & Special Events Lynne Kulland snapped back, “Is this the right position
14 for you? You got sick right away and called out?” Fearing that Defendants RLS and/or
15 DOES 1-50 would terminate her, Plaintiff replied, “I guess I can come in sick if it will let me
16 keep my job.” Reinforcing Director Kulland’s message, Director CINDY BARRETO
17 (“BARRETO”) called Plaintiff and told her that she should “try to come in” so that Director
18 Kulland knows you are a “serious employee,” implying that Plaintiff was faking sick and
19 “serious” employees do not take time off work when they are sick. Director Kulland and
20 Defendant BARRETO intentionally questioned and discouraged Plaintiff’s request at the
21 outset of her rehiring to communicate to Plaintiff that she should not call out sick and
22 Defendants RLS, HOLLY GOLD (“GOLD”), Director BARRETO, Director ALEXANDRA
23 LOZANO (“LOZANO”), and/or DOES 1-50’s expectation that teachers to come to school to
24 work even when they are sick. This set the tone for the remainder of Plaintiff’s employment
25 with Defendants RLS and/or DOES 1-50.

26 Plaintiff acquiesced in fear of losing her job. She did her best and came in to work risking
27 infecting her colleagues and Defendants RLS and/or DOES 1-50’s students to comply with
28 Defendants RLS, GOLD, Director BARRETO, Director LOZANO, and/or DOES 1-50’s
policies, procedures, culture, and directives and to appease them. Plaintiff’s efforts,
however, were insufficient for Defendants.

On or around April 14, 2024, Plaintiff informed Defendants RLS and/or DOES 1-50 that she
was sick and unable to work on or around April 15, 2024. When Director BARRETO found
out, Director BARRETO ordered Plaintiff to come in to work: “They told me you called in sick
today? We need you to at least come from 1-3 to let the other teachers take lunch breaks.”

A few weeks later, on or around May 1, 2024, Nicole Goe, another teacher, sent a text
message to Defendants RLS, Director LOZANO, and/or DOES 1-50 calling out sick on or
around May 2, 2024 because she had diarrhea and chills and felt “malaise.” Although
Defendants RLS and/or DOES 1-50 approved Ms. Goe’s request for time off, Director
LOZANO made clear to Ms. Goe, Plaintiff, and the other teachers on the thread that,
“teachers check in and ask if it’s ok rather than stating they won’t be in to the Director.”

Defendants RLS and/or DOES 1-50 only approves a request if Defendants RLS and/or DOES 1-50 can find coverage: "Sometimes we can cover and sometimes we can't."

Defendants RLS, GOLD, Director BARRETO, Director LOZANO, and/or DOES 1-50 relentlessly communicated their overt hostility towards employees using paid sick days ("PSD"). On or around May 8 and 9, 2024, Director BARRETO sent an email to Defendants RLS and/or DOES 1-50's employees chastising them for using PSD and threatening their employment status if they have "excessive absences," which Defendants used as a euphemism for PSD:

There have been too many absences which have required us to overstaff our schools to make the program run smoothly. This is not working.

...
If you are wanting full time you need to be here without excessive absences to be approved for that schedule.

Director BARRETO threatened to cut their hours if they continued taking PSD: "If you need reduced hours we can make that happen with the needs of the program first."

Defendants and/or DOES 1-50 repeatedly discouraged, deterred, intimidated, pressured, and threatened Plaintiff and her colleagues from exercising their right to use PSD.

(a) On or around May 14, 2024, Plaintiff told Director LOZANO that she may need to call off work to see a doctor because she felt ill and lost her voice. Director LOZANO replied curtly, "Would be very helpful for you to come[.] Thanks[.]"

(b) After Plaintiff sent a text message to Director LOZANO on Labor Day calling out sick for the following day, Director LOZANO threatened, "if you miss the day before or after a holiday they won't pay you . . . just giving u [sic] that info[rmation]."

(c) When Plaintiff was sick, lost her again voice, and called out on November 1, 2024, Director LOZANO pressured her to come in, "I really need you to make it even if u [sic] come by 1, 2, or 3. Even if you don't use ur [sic] voice."

Due to Defendants' repeated hostile and offensive responses, comments, and attitudes to their requests to take PSD, Plaintiff and her colleagues knew and understood that exercising their right to PSD would land them on Defendants' "shit list." Plaintiff and her colleagues regularly reassured each other that they should not come to work while sick despite Defendants RLS, GOLD, Director BARRETO, Director LOZANO, and/or DOES 1-50's contrary instructions and attempts to guilt them into jeopardizing their health and safety and the health and safety of their colleagues and Defendants RLS and/or DOES 1-50's students.

Defendants RLS and/or DOES 1-50 assigned Plaintiff to teach her fall 2024 classes in the tiny, downstairs classroom at the Broadway Campus. Defendants RLS and/or DOES 1-50 planned to pack so many children in the classroom with her that Plaintiff told Director Kulland and Director LOZANO that it was giving her anxiety and made her feel claustrophobic. Director Kulland and Director LOZANO were dismissive, and Defendants RLS and/or DOES 1-50 forced Plaintiff to use the classroom anyways.

Towards the end of 2024, Plaintiff began standing her ground and regularly started refusing to comply with Defendants' requests for her to forgo PSD and work while she was sick.

1 In the morning on or around January 16, 2025, Plaintiff informed Director LOZANO that she
2 woke up feeling sick and needed "to stay home today." Instead of respecting her PSD
3 request, Director LOZANO continued Defendants' pressure campaign: "Well [that] makes [it]
4 very difficult for the team. I have Kendall leaving at 3 today and Madeline already covering
5 [sic] if the[re] is anyway u [sic] can make it in later today I would really need that. Even if it's
6 just for 2 hrs." Plaintiff refused: "I am not feeling well and need to rest my body. Sorry!"
7 Plaintiff provided Defendants with a copy of her doctor's note placing her off work through
8 January 18, 2025.

9 On or around January 23, 2025, Plaintiff witnessed Elisa Gonzalez, a teacher, physically
10 overpower a 2-year-old student. After nap time, Plaintiff saw Ms. Gonzalez grab the child by
11 the wrist, lift his arm above his head, pull his body out of his chair, and whisk him away from
12 the snack table to the downstairs bathroom while forcefully grabbing his wrist. Crying and
13 screaming, the child refused to return to the snack table and asked to stay with his older
14 sister in fear of Ms. Gonzalez. Plaintiff had previously observed teachers become physical
15 with Defendants RLS and/or DOES 1-50's young students and complained to Defendants
16 RLS and/or DOES 1-50 in fear for their safety to no avail. On one prior occasion, Plaintiff
17 complained to Director Kulland that a teacher lied to a parent about how one of the children
18 sustained an injury. Instead of investigating and disciplining the teacher, Director Kulland
19 blamed the child, calling the child a "brat," and silenced Plaintiff. On or around January 27,
20 2025, Plaintiff complained about Ms. Gonzalez to Director LOZANO, who was aware of Ms.
21 Gonzalez's habit of using physical force when she thought a child was misbehaving.

22 Within one (1) week, Defendants told Plaintiff that they would be reducing her hours by
23 approximately 25%.

24 In the morning on or around March 20, 2025, Plaintiff sent a text message to Director
25 BARRETO informing her that she could not work due to a "dental emergency." Director
26 BARRETO scolded Plaintiff, "You were supposed to come to College today and I don't have
27 anyone to cover for you." Plaintiff refused to come in and exercised her right to take PSD, "I
28 know, I cannot go, I have a dental emergency. I need to fix my teeth or else I cannot eat."

In or around mid-April, Plaintiff contracted the flu, informed Defendants RLS and/or DOES 1-
50, and called off work. On or around April 16, 2025, Plaintiff forwarded a note from her
doctor placing her off work for one (1) week, from April 14 to 18, 2025. Due to "severe
respiratory symptoms," Plaintiff's doctor extended her off-work status through April 25, 2025
and placed her on modified duty, limiting her to six (6) hours of work per day through May 2,
2025. Plaintiff sent her doctor's note to Director LOZANO on or around April 24, 2025.
Plaintiff used PSD to cover her absence.

Based on information and belief, fed up with Plaintiff's complaints about Ms. Gonzalez
putting her hands on Defendants RLS and/or DOES 1-50's students and requests to use
and use of PSD, and intolerant of Plaintiff's disabilities and/or perceived disabilities and her
accommodation request, Defendants demoted Plaintiff and/or terminated her employment
on or around April 29, 2025. Defendants RLS and/or DOES 1-50 told Plaintiff that they

1 demoted and/or terminated her because they “needed someone who would be here more”
2 and that her “stress” was causing her to be “sick and absent from work.”

3 Based on information and belief, behind her back, Founder and Owner GOLD criticized
4 Plaintiff for using PSD and openly mocked Plaintiff’s medical conditions:
5 I was sorry to hear about Marilee, but I think it was long overdue.

6 . . .

7 At the end of the day, teachers must be present – physically and cognitively.

8 . . .

9 What can you do when a teacher tells you the classroom makes her claustrophobic? Red
10 flag.

11 From then on, Defendants RLS and/or DOES 1-50 only retained Plaintiff as a substitute
12 teacher on an as needed basis.

13 In an attempt to placate Plaintiff, Director BARRETO told her that Defendants RLS and/or
14 DOES 1-50 would like to hire Plaintiff as an Art Specialist, at a lower hourly rate and with
15 fewer hours than what she earned and worked as a teacher, to facilitate art projects with
16 children. Director BARRETO said that she would talk to Founder and Owner GOLD and
17 circle back with her. Plaintiff followed up with Defendants GOLD and BARRETO several
18 times about the position but was met with deafening silence. After initially feigning interest
19 in rehiring her, Defendants GOLD and BARRETO ignored her.

20 Based on information and belief, Defendants RLS and/or DOES 1-50 did not hire Plaintiff as
21 an Art Specialist because of her complaints, requests to use and use of PSD, and
22 disabilities and/or perceived disabilities.

1 VERIFICATION

2 I, **Gabriel M. Huey**, am the **Attorney** in the above-entitled complaint. I have read the
3 foregoing complaint and know the contents thereof. The matters alleged are based on
4 information and belief, which I believe to be true. The matters alleged are based on
information and belief, which I believe to be true.

5 On December 17, 2025, I declare under penalty of perjury under the laws of the State
6 of California that the foregoing is true and correct.

7 **Daly City, California**

EXHIBIT B



Cindy >



Apr 15, 2024 at 7:56 AM

They told me you called in sick today?

We need you to at least come from 1-3 to let the other teachers take lunch breaks

I'm sick I'm sorry I cannot come in I told everyone yesterday.

EXHIBIT C

From: Cindy Barreto cindy@rockridgelittleschool.com
Subject: Fwd: Staff schedule: Response Required
Date: May 9, 2024 at 1:53 PM
To: Marilee Bogaert marileebogaert@gmail.com

CB

So sorry I missed your email on the list. Here you go!

----- Forwarded message -----

From: **Cindy Barreto** <cindy@rockridgelittleschool.com>

Date: Wed, May 8, 2024 at 4:18 PM

Subject: Staff schedule: Response Required

To: Elizabeth Lozano <[REDACTED]>

Elisa Gonzalez <[REDACTED]>

Marisha Culler <[REDACTED]>

<[REDACTED]>, Mari Rahimi <[REDACTED]>

Laura Reyes <[REDACTED]>

Alexandra Lozano <[REDACTED]>

<[REDACTED]>, Lynne Kellund <[REDACTED]>

<[REDACTED]>, Nicole Goe <[REDACTED]>

Benjamin So <[REDACTED]>

<[REDACTED]>, Josselyn Recinos <[REDACTED]>

Dyanna <[REDACTED]>

Jules Choquette <[REDACTED]>

<[REDACTED]>, Daniel Barreto <[REDACTED]>

<[REDACTED]>, Melissa Saechao <[REDACTED]>

Ben Szudy <[REDACTED]>

<[REDACTED]>, Ashley Guadamuz <[REDACTED]>

<[REDACTED]>, Jessica Torres <[REDACTED]>

Angelica Torres <[REDACTED]>

<[REDACTED]>, Shirley Yuan <[REDACTED]>

Kendall Williams <[REDACTED]>

Ruthie Hall <[REDACTED]>

Dear Little School Educators,

We are in the process of evaluating staff schedules to meet the needs of the program.

We have several great candidates who would like the opportunity to join our teams and we need to see where they will fit in.

There have been too many absences which have required us to overstaff our schools to make the program run smoothly. This is not working.

Can you make your schedule work?

Your co-teachers are counting on you to be there. If you need reduced hours we can make that happen with the needs of the program first. We all, kids and teachers alike, need consistency.

Please respond to this email by Monday with your preferred schedule. (Respond to just me, not reply all)

If you are wanting full time you need to be here without excessive absences to be approved for that schedule.

Cindy Barreto, Director



BEST INDEPENDENT PRESCHOOL!

<https://www.oaklandmagazine.com/best-of-oakland-ballot/#/gallery?group=479805>

—
Cindy Barreto, Director

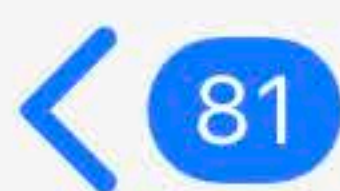




BEST INDEPENDENT PRESCHOOL!

<https://www.oaklandmagazine.com/best-of-oakland-ballot/#/gallery?group=479805>

EXHIBIT D



Alexandra >

Thu, Jan 16 at 8:02 AM

Hi Alexandra, I need to stay home today. I woke up feeling pretty sick. I'm sorry to write you last minute but went to bed very early and thought I would feel better and wanted to gage how I feel. But decided I need to stay home today.

Well it makes very difficult for the team. I have Kendall leaving at 3 today and Madeline already covering if their is anyway u can make it in later today I would really need that. Even if it's just for 2 hrs.maybe get some rest now.

I am not feeling well and need to rest my body. Sorry!

Thu, Jan 16 at 9:31 PM

Hi! I even worse this eve 🤒 think I had a fever cause I was so cold/shaking and now am really hot and sweaty.. I'm trying to find my thermometer..I don't know if I can make it in tomorrow..I was thinking of trying to come in at like 2:30 if I feel better?



iMessage



EXHIBIT E

Doctor's Note

1 message

Marilee Bogaert <>
To: Broadway Campus <alexandra@rockridgelittleschool.com>

Fri, Jan 17, 2025 at 8:00 AM

Sent from my iPhone



image0.jpeg
278K

Verification of Treatment (VOT): Telephone Treatment / Advice

AACC RN SECTION: *RN must complete all questions in this section and electronically sign*

Member Name MARILEE BOGAERT

Parent/Step Parent

PCP/NP/Unempaneled WILSON CHING M.D.

Department Med Facility Oakland

THE ABOVE NAMED PERSON:

- Has been given telephone advice on: 1/16/2025 10 57 PM
- States that they have been ill and unable to attend work/school
(Not to exceed 3 days)

From 1/16/2025 Through 1/18/2025

Electronically signed by: Jamie C Funiestas, RN

Date Signed: 1/16/2025

Member Request: Email on file

Alternate Address

EXHIBIT F



Marilee Bogaert [REDACTED]

Inappropriate and Rough Treatment of a Child at Broadway Campus

3 messages

Marilee Bogaert [REDACTED]

Mon, Jan 27, 2025 at 8:54 AM

To: Broadway Campus <alexandra@rockridgelittleschool.com>

Cc: Cindy Barreto <cindy@rockridgelittleschool.com>

Hi Alexandra,

I am emailing you today because I witnessed a teacher treat a child inappropriately and roughly.

This occurred on Thursday, January 23rd between 2:35-2:45pm at Rockridge Little School's Broadway Campus (5776 Broadway, Oakland, CA).

After nap time, I saw [REDACTED] (age 2) sitting in a chair at the snack table when one of our teachers, Elisa, used her hand to grab [REDACTED] by the wrist and lift his arm above his head; next she pulled his body out of the chair. Once he was out of his chair with his arm still up and Elisa's hand still around his wrist, she walked him downstairs into the bathroom.

When I came downstairs [REDACTED] was screaming and crying for a while, he did not want go back to the snack table and wanted to stay with his sister.

I want to voice my growing concern about Elisa's treatment of the children at Rockridge Little School. I know you do not condone Elisa's behavior and have had serious talks with her about her treatment of the children, but she has continued to treat the children roughly. Lastly and most importantly, I am very concerned that if she continues to treat children in a rough and inappropriate manner, a child could get injured for instance: a shoulder or an elbow could get dislocated.

Looking forward to working with you so we can treat the children with dignity and respect!

-Marilee

Sent from my iPad

EXHIBIT G



Cindy >



Thu, Mar 20 at 7:48 AM

Hi Cindy. I'm sorry I won't be able to come into work today, I have a dental emergency I need to take care of.

Update: I'm seeing the dentist at 11:45 today, so I can keep you updated if I can come in after that or not.

You were supposed to come to College today and I don't have anyone to cover for you

I know, I cannot go, I have a dental emergency.

I need to fix my teeth or else I cannot eat

I can update you after this appointment

No it'll be too late by then.

Okay. I'm sorry!

Thu, Mar 20 at 11:25 AM



iMessage



EXHIBIT H



Marilee Bogaert <[REDACTED]>

Work Status Letter Kaiser Permanente

1 message

Marilee Bogaert [REDACTED]
To: Broadway Campus <alexandra@rockridgelittleschool.com>

Wed, Apr 16, 2025 at 3:12 PM

Sent from my iPad



Letters | Medical Record | Kaiser Permanente.pdf
48K

Name: Marilee F Bogaert | DOB: [REDACTED] 1985 | MRN: [REDACTED] 4890 | PCP:
WILSON CHING MD | Legal Name: Marilee F Bogaert



WU, SAMANTHA (M.D.)
3801 HOWE STREET
OAKLAND CA 94611-5312
752-1000X0000

Patient Name: Bogaert, Marilee F
Encounter Date: 4/15/2025
Auth ID: 32613392072.1

Please see below for this health care provider's directives and information relating to this encounter.

Work Status Report

Full Duty:

The patient was evaluated and deemed able to return to work at full capacity on 4/19/2025.

Off Work

This patient is placed off work from 4/14/2025 through 4/18/2025.

This form has been electronically signed by WU, SAMANTHA (M.D.)

This form contains your private health information that you may choose to release to another party, therefore please review for accuracy.

EXHIBIT I



Marilee Bogaert [REDACTED]

doctor's Note 4/21-4/25

1 message

Marilee Bogaert [REDACTED]

Thu, Apr 24, 2025 at 3:51 PM

To: Broadway Campus <alexandra@rockridgelittleschool.com>

Sent from my iPad



Letters | Medical Record | Kaiser Permanente.pdf

57K

Name: Marilee F Bogaert | DOB: [REDACTED] 1985 | MRN: [REDACTED] 4890 | PCP:
WILSON CHING MD | Legal Name: Marilee F Bogaert



CHING, WILSON (M.D.)
3801 HOWE STREET
OAKLAND CA 94611-5312
752-1000X0000

Patient Name: Bogaert, Marilee F
Encounter Date: 4/24/2025
Auth ID: 32618098036.1

Please see below for this health care provider's directives and information relating to this encounter.

Work Status Report

Reason for Off Work: Uncontrolled Symptoms

Off Work

This patient is placed off work from 4/21/2025 through 4/25/2025.

Modified Activity (Applies to work and home)

This patient is placed on modified activity at work and at home from 4/26/2025 through 5/2/2025.

If modified activity is not accommodated by the employer then this patient is considered temporarily and totally disabled from their regular work for the designated time and a separate off work order is not required.

Needs and/or Restrictions

Please limit to 6 hours of work per day as patient is still recovering from more severe respiratory symptoms.

This form has been electronically signed by CHING, WILSON (M.D.)

This form contains your private health information that you may choose to release to another party, therefore please review for accuracy.

EXHIBIT J

Statement of Earnings For: Marilee F Bogaert								Rockridge Little School LLC					
Employee #:	20	School	3	Period Begin:	4/14/2025	Check Date:	5/1/2025	669 Ensenada Ave Berkely, CA 94707-1510					
Clock Number:				Period End:	4/27/2025	Pay Type:	Hourly						
Company Id:	TP0122	Federal Filing:	Single	Exemptions:	1	Additional Tax:							
		State Filing:	Single or	Exemptions:	1	Additional Tax:							
Voucher Id		Check Amount		Gross Pay		Net Pay		Check Message					
V9533022		\$0.00		\$1,424.00		\$1,164.80							
EARNINGS		*Not included in Totals		^Hrs/Units = Units (Units not included in Totals)		TAXES			DEDUCTIONS				
Description	Rate	Hrs/Units	Dollars	YTD	Hrs/Unit	YTD	Dollars	Description	Current	YTD	Description	Current	YTD
Regular	32.0000	32.00	1,024.00		555.75	17,784.00		SOC SEC EE	88.29	1,155.98			
Sick Time	32.0000	12.50	400.00		26.90	860.80		MED EE	20.65	270.35			
								FEDERAL WH	112.32	1,764.84			
								CALIFORNIA WH	20.85	519.36			
								CALIFORNIA SDI	17.09	223.74			
Total:		44.50	1,424.00		582.65	18,644.80		Total:	259.20	3,934.27	Total:	0.00	0.00
LEAVE ACCRUAL						DISTRIBUTION OF NET PAY							
Accrual Type			Accrued		Taken	Balance		Checking	Account: ###0018		Deposit Amount:		1,164.80
Sick			1.07		12.50	1.23							

Rockridge Little School LLC
669 Ensenada Ave
Berkely, CA 94707-1510

CHECK DATE	VOUCHER ID
5/1/2025	V9533022

TOTAL NET PAY
*****\$1,164.80

Marilee F Bogaert

NOT NEGOTIABLE

Employee Pay Details

Rockridge Little School LLC

Marilee F Bogaert

For Pay Period: 4/14/2025 - 4/27/2025

Pay Date: 5/1/2025

Earning	Rate	Hours	Dollars	School
Regular	32.0000	32.00	1,024.00	Broadway
Sick Time	32.0000	12.50	400.00	Broadway
		44.50	1,424.00	

EXHIBIT K

Hey Cindy:

I was sorry to hear about Marilee, but I think it was long overdue. It's hard when things don't work out, but you went above and beyond. At the end of the day, teachers must be present – *physically and cognitively*.

We can't ignore the frustrations of the other teachers who are stuck carrying the load. When she is taking 20 minutes to do a micro task someone has to watch the rest of the class. What can you do when a teacher tells you the classroom makes her claustrophobic? Red flag.

It's sad because I really like Marilee, but something was going on. She had always been unique, but something was escalating over the last month or two. She kept pulling me aside to present ideas that did not make any sense and just seemed "off."

I feel good that we gave it our all – the many talks about what it would take for her to get here *and* to arrive on time; the adjusting of hours in the hopes that she would be more attentive and even leaving the door open to subbing in the future. (Let's talk more about that, though.)

I feel like she always *wanted* to give it 100%; it's just that her focus on what's directly in front of her without being able to see the larger perspective was never going to work.

You have to be able to interreact with kids, teachers and parents in a way that makes sense. At the end of the day a teacher must be able to watch a classroom. If you aren't doing that, nothing else matters.

Anyway, just wanted to make sure you're okay cause it's always hard when you have to be the one to take action.

Holly

EXHIBIT L



Address: 6th Floor
400 Continental Blvd.
El Segundo, CA 90245
Phone: 415-802-0501
310-954-0055

Email: Gabriel.huey@hueylam.com
Derrick.lam@hueylam.com

March 31, 2026

VIA ONLINE SUBMISSION ONLY

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
dir.govfa.net/411

RE: Marilee Bogaert v. Rockridge Little School, LLC, et al.

Dear PAGA Administrator:

This office and Nakkisa Akhavan of Akhavan Law, P.C. represent Marilee Bogaert in connection with her claims under the California Labor Code. Ms. Bogaert was an employee of Rockridge Little School, LLC (“RLS”). RLS may be contacted at the address below:

Rockridge Little School, LLC
669 Ensenada Ave.
Berkeley, CA 94707

Ms. Bogaert intends to seek civil penalties, attorney's fees, costs, and other available relief for violations of the California Labor Code,¹ which are recoverable under the Labor Code and California Private Attorneys General Act, Labor Code sections 2698, *et seq.* Ms. Bogaert seeks relief on behalf of herself, the State of California, and other persons who are or were employed by RLS in California, including both exempt and nonexempt employees who received at least one itemized wage statement during the recoverable period (“aggrieved employees”). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

Violation of California Labor Code §§ 510, 1194, and 1198 - Unpaid Overtime

California Labor Code sections 510 and 1198 and the applicable Industrial Welfare Commission (“IWC”) Wage Order require employers to pay employees who “work in excess of eight hours in one workday” and for “any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one

¹ All references to the Labor Code herein refer to the California Labor Code unless otherwise specified.



Address: 6th Floor
400 Continental Blvd.
El Segundo, CA 90245
Phone: 415-802-0501
310-954-0055

Email: Gabriel.huey@hueylam.com
Derrick.lam@hueylam.com

workweek” at least “one and one-half times the[ir] regular rate of pay” Lab. Code § 510(a). “Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee.” *d.* “In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.” *d.* Civil penalties are authorized pursuant to Lab. Code § 558 and/or Lab. Code § 2699(f).

Violation of California Labor Code §§ 226.7, 512(a), and 1198 – Unpaid Meal Period Premiums

California Labor Code sections 226.7, 512(a) and 1198 and the applicable IWC Wage Order require employers to provide meal periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that employers fail to provide employees with a timely, full, and uninterrupted meal period. Employers are prohibited from causing or permitting an employee to work for a “period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes” unless (i) “the total work period per day of the employee is not more than six hours,” and (ii) the employer and employee “waive[]” the meal period “by mutual consent” Lab. Code § 512(a). “An employer shall not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.” *d.*

An employee’s “first meal period” must begin “no later than the end of [the] employee’s fifth hour of work, and a second meal period no later than the end of an employee’s 10th hour of work.” *rin er est. r . . er. t.* 53 Cal. 4th 1004, 1041 (Cal. 2012).

“If an employer fails to provide an employee a meal . . . period in accordance with a state law, including, but not limited to, an applicable statute or . . . order of the Industrial Welfare Commission . . . , the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal . . . period is not provided.” Lab. Code § 226.7(c); *see als* Wage Order No. 7 § 11(D). Civil penalties are authorized pursuant to Lab. Code § 558 and/or Lab. Code § 2699(f).

///



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400 Continental Blvd.
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Phone: 415-802-0501
310-954-0055

Email: Gabriel.huey@hueylam.com
Derrick.lam@hueylam.com

Violation of California Labor Code § 226.7 – Unpaid Rest Period Premiums

California Labor Code section 226.7 prohibits an employer from “requir[ing] an employee to work during a . . . rest . . . period mandated pursuant to . . . order of the Industrial Welfare Commission” Lab. Code § 226.7(b). The applicable IWC Wage Order states: “Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period.” Wage Order No. 7 § 12(A). “The authorized rest period time shall be based on the total hours worked daily at the rate of (10) minutes net rest time per four (4) hours or major fraction thereof” unless the employee’s “total daily work time is less than three and one-half (3½) hours.” *d.* “During required rest periods, employers must relieve their employees of all duties and relinquish any control over how employees spend their break time.” *st s . M e r i t e r i e s n . 2* Cal. 5th 257, 260 (2016).

“If an employer fails to provide an employee a . . . rest . . . period in accordance with a state law, including, but not limited to, an applicable statute or . . . order of the Industrial Welfare Commission . . . , the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the . . . rest . . . period is not provided.” Lab. Code § 226.7(c); *see als* Wage Order No. 7 § 12(B). Civil penalties are authorized pursuant to Lab. Code § 2699(f).

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

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage set by the IWC. “[T]he payment of a lower wage than the minimum so fixed is unlawful.” Lab. Code § 1197. “‘Hours worked’ means the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.” Wage Order No. 7 § 2(H).

Employees are “entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage . . . , including interest thereon, reasonable attorney’s fees, and costs of suit.” Lab. Code § 1194. Employees are also “entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.” Lab. Code § 1194.2. Civil penalties are authorized pursuant to Lab. Code § 1197.1(a).



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

“If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.” Lab. Code § 201. If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.” Lab. Code § 202(a).

Employees are entitled to recover their wages “as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.” Lab. Code § 203(a). Civil penalties are authorized pursuant to Lab. Code § 2699(f).

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

“All wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays.” Lab. Code § 204(a). “Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month.”

d. “[A]ll wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.” Lab. Code § 204(b)(1).

Civil penalties are authorized pursuant to Lab. Code § 2699(f).

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

Employers must maintain and provide employees with accurate, itemized wage statements. Lab. Code § 226. Employers are also required to “[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate



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units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments.” Lab. Code § 1174(d).

“An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney’s fees.” Lab. Code § 226(e)(1).

Civil penalties are authorized pursuant to Lab. Code § 226.3 and/or Lab. Code § 2699(f).

Violation of California Labor Code §§ 233 and 234 – Retaliation

Under Labor Code section 233, it is unlawful for an employer to “deny an employee the right to use sick leave or discharge, threaten to discharge, demote, suspend, or in any manner discriminate against an employee for using, or attempting to exercise the right to use, sick leave to attend to an illness or the preventative care of a family member, or for any other reason specified in subdivision (a) of Section 246.5.” Lab. Code § 233(c). Labor Code section 246.5(a) requires an employer to “provide paid sick days” to an employee “[u]pon . . . oral or written request” for, *inter alia*, “[d]iagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee or an employee’s family member.” Lab. Code § 246.5(a). “An employer absence control policy that counts sick leave taken pursuant to Section 233 as an absence that may lead to or result in discipline, discharge, demotion, or suspension is a per se violation of Section 233.” Lab. Code § 234.

Civil penalties are authorized pursuant to Lab. Code § 2699(f).

Violation of California Labor Code § 1102.5 – Retaliation

It is unlawful for an employer to “make, adopt, or enforce any rule, regulation, or policy preventing an employee from disclosing information to a government or law enforcement agency, to a person with authority over the employee, or to another employee who has authority to investigate, discover, or correct the violation or noncompliance, or from providing information to, or testifying before, any public body conducting an investigation, hearing, or inquiry, if the employee has reasonable cause to believe that the information discloses a violation of state or federal statute, or a violation of or noncompliance with a



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local, state, or federal rule or regulation, regardless of whether disclosing the information is part of the employee's job duties." Lab. Code § 1102.5(a).

Employers are prohibited from, *inter alia*, retaliating against employees for "disclosing information[] or because the employer believes that the employee disclosed or may disclose information . . . to a person with authority over the employee or another employee who has the authority to investigate, discover, or correct the violation or noncompliance . . . if the employee has reasonable cause to believe that the information discloses a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation, regardless of whether disclosing the information is part of the employee's job duties." Lab. Code § 1102.5(b). Employers are also prohibited from retaliating "against an employee for refusing to participate in an activity that would result in a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation." Lab. Code § 1102.5(c).

A prevailing employee is entitled to recover reasonable attorney's fees. Lab. Code § 1102.5(j). "In addition to other remedies available, an employer is liable for a civil penalty not exceeding ten thousand dollars (\$10,000) per employee for each violation of this section to be awarded to the employee who was retaliated against." Lab. Code § 1102.5(f)(1).

Violation of California Labor Code §§ 226, 1174, 1198.5 – Maintenance and Production of Employment Records

California Labor Code section 432 requires an employer provide an employee or the employee's representative with copies of "any instrument relating to the obtaining or holding of employment" upon request. Lab. Code § 432.

California Labor Code section 1198.5(a) and (b) require an employer to maintain an employee's personnel records and produce copies of those records to the employee or the employee's representative "not later than 30 calendar dates from the date the employer receives the written request" Lab. Code § 1198.5, subds. (a), (b). If an employer fails to timely permit an employee or the employee's representative to inspect or copy the employee's personnel records, the employee is entitled to "recover a penalty of seven hundred fifty dollars (\$750) from the employer." Lab. Code § 1198.5(k). The employee may also recover costs and attorney's fees. Lab. Code § 1198.5(l). An employer must



Address: 6th Floor
400 Continental Blvd.
El Segundo, CA 90245
Phone: 415-802-0501
310-954-0055

Email: Gabriel.huey@hueylam.com
Derrick.lam@hueylam.com

“maintain a copy of each employee’s personnel records for a period of not less than three years after termination of employment.” Lab. Code § 1198.5(c)(1).

Civil penalties are authorized pursuant to Lab. Code § 2699(f).

Summary of RLS’s Unlawful Wage and Hour Policies and Practices

RLS employed Ms. Bogaert as a non-exempt, hourly employee from approximately October 2018 to March 2020, when RLS laid her off due to the COVID-19 pandemic. RLS rehired Ms. Bogaert as a non-exempt, hourly-paid teacher at their College Campus in or around October 2020 until RLS laid Ms. Bogaert off again in or around September 2022.

In or around October 2023, RLS rehired Ms. Bogaert as a non-exempt, hourly-paid teacher at its Broadway Campus. Ms. Bogaert worked for RLS as a non-exempt, hourly-paid teacher at its Broadway Campus continuously until RLS effectively terminated Ms. Bogaert’s employment in or around April 2025.

RLS failed to pay Ms. Bogaert and other aggrieved employees for all hours worked. RLS had a company-wide policy and/or practice of discouraging and impeding Ms. Bogaert and/or other non-exempt employees from recording hours worked that were outside of their scheduled shifts in order to limit the amount of regular and/or overtime hours employees could accrue. RLS had a company-wide policy and/or practice of not requiring Ms. Bogaert and/or other non-exempt employees to contemporaneously record the start and end times they worked. Rather, RLS only allowed Ms. Bogaert and/or other non-exempt employees to report the start and end times they worked on a bi-weekly basis. Ms. Bogaert and/or other non-exempt employees were forced to work off-the-clock performing tasks before and after their scheduled shift times during the weekday and on weekends, but were not provided a means by RLS to account for this time. For example:

- a. RLS required Ms. Bogaert and/or other non-exempt employees to arrive on campus at least ten (10) minutes before their scheduled start times to get ready for work.
- b. If Ms. Bogaert and/or other non-exempt employees reported more than eight (8) hours of work in a workday or more than forty (40) hours of work in a workweek or after 5:30 pm in a workday when they filled out their timesheets, RLS would instruct them to modify their timesheets to avoid having to pay them overtime.



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- c. RLS required Ms. Bogaert would prepare for the art class she taught by, among other things, reviewing textbooks and art and educational reference books and online materials to enhance Panda Time, planning for new projects, purchasing supplies, cleaning up, transferring paint into bottles, diluting colored paint with water or white paint, cutting paper, sorting materials, organizing the children's work, and drawing guide lines on paper during Ms. Bogaert's meal periods, after work, and on weekends because there was not enough time within Ms. Bogaert's scheduled shifts to complete those tasks and teach due to the volume of work assigned to Ms. Bogaert by RLS.
- d. RLS required Ms. Bogaert and/or other non-exempt employees to stay after their schedule shifts to wait with children on schooldays when their parents did not pick them up on time.
- e. RLS required Ms. Bogaert to revamp its failing Panda Time program, a pre-kindergarten program offered to RLS's older students. Ms. Bogaert, among other things, revised the Panda Time curriculum and on a weekly basis prepare materials for Panda Time, take photos of Panda Time activities, and write a description on Panda Time activities, which RLS subsequently posted to its online blog to advertise the Panda Time program to the public. Ms. Bogaert regularly performed between five (5) to ten (10) hours of work off-the-clock each week to prepare for Panda Time. RLS required Ms. Bogaert and/or other non-exempt employees to attend staff trainings and Back to School Night on weekdays after school hours and open houses on weekends. RLS told Ms. Bogaert and/or other non-exempt employees that RLS would not pay them for trainings, Back to School Nights, weekend events because they received paid time off.

RLS failed to track and discouraged Ms. Bogaert and/or other non-exempt employees from tracking time spent working before and/or after clocking out, including on weekends, and Ms. Bogaert and/or other non-exempt employees received no compensation for this time.

Ms. Bogaert alleges RLS had and/or encouraged a company-wide policy and/or practice of rounding Ms. Bogaert's and/or other non-exempt employees' time entries, including start and/or end times. Ms. Bogaert alleges RLS's rounding policy and/or practice was not neutral in practice and consistently resulted in the under-recording of Ms. Bogaert's and/or



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other non-exempt employees' compensable work time, causing Ms. Bogaert and/or other non-exempt employees to regularly lose compensable minutes and hours.

Ms. Bogaert alleges RLS had a company-wide policy and/or practice of failing to record Ms. Bogaert's and/or other non-exempt employees' meal period start and stop times in violation of California law. Ms. Bogaert alleges RLS's meal period policy and/or practice did not ensure Ms. Bogaert and/or other non-exempt employees were timely relieved of all duty for at least 30 uninterrupted minutes. Ms. Bogaert alleges RLS had a company-wide policy and/or practice of failing to provide Ms. Bogaert and/or other non-exempt employees with an uninterrupted 30-minute meal break when they worked more than five (5), but six (6) or less hours of work even though they did not sign a meal period waiver consenting to forgo their meal period.

Ms. Bogaert alleges RLS had a company-wide policy and/or practice of intentional and chronic understaffing, such that there were too few nonexempt employees on duty to take timely, uninterrupted 30-minute meal breaks and 10-minute rest breaks, particularly given minimum child-teacher ratios required by law.

Ms. Bogaert alleges RLS had a company-wide policy and/or practice of combining meal periods with second rest breaks. Ms. Bogaert alleges RLS had a company-wide policy and/or practice of failing to maintain personnel files and accurate wage statements.

The policies and practices caused violations of the foregoing Labor Code statutes, including those governing minimum wages, overtime wages, meal and rest periods, the timely payment of wages during employment, the timely payment of final wages upon separation, the provision of accurate wage statements, and the provision of personnel files upon request.

Summary of RLS's Unlawful Discrimination, Retaliation, and Termination Policies and Practices

Shortly after Ms. Bogaert began working for RLS in or around October 2023, she unfortunately came down with the flu. To avoid the risk of spreading the flu to her colleagues and RLS's students - some of whom are as young as 18 months - Ms. Bogaert called in sick. Instead of sharing her concerns for the health and wellbeing of RLS's employees and students, Director of Parent Connections & Special Events Lynne Kulland



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310-954-0055

Email: Gabriel.huey@hueylam.com
Derrick.lam@hueylam.com

snapped back, “Is this the right position for you? You got sick right away and called out?” Fearing that RLS would terminate her, Ms. Bogaert replied, “I guess I can come in sick if it will let me keep my job.” Reinforcing Director Kulland's message, Director Cindy Barreto called Ms. Bogaert and told her that she should “try to come in” so that Director Kulland knows you are a “serious employee,” implying that Ms. Bogaert was faking sick and “serious” employees do not take time off work when they are sick. Director Kulland and Director Barreto intentionally questioned and discouraged Ms. Bogaert's request at the outset of her rehiring to communicate to Ms. Bogaert that she should not call out sick and RLS's expectation that teachers to come to school to work even when they are sick. This set the tone for the remainder of Ms. Bogaert's employment with RLS.

Ms. Bogaert acquiesced in fear of losing her job. She did her best and came in to work risking infecting her colleagues and RLS's students to comply with RLS's policies, procedures, culture, and directives and to appease them. Ms. Bogaert's efforts, however, were insufficient for RLS.

On or around April 14, 2024, Ms. Bogaert informed RLS that she was sick and unable to work on or around April 15, 2024. When Director Barreto found out, Director Barreto ordered Ms. Bogaert to come in to work: “They told me you called in sick today? We need you to at least come from 1-3 to let the other teachers take lunch breaks.”

A few weeks later, on or around May 1, 2024, Nicole Goe, another teacher, sent a text message to RLS calling out sick on or around May 2, 2024 because she had diarrhea and chills and felt "malaise." Although RLS approved Ms. Goe's request for time off, Director Alexandra Lozano made clear to Ms. Goe, Ms. Bogaert, and the other teachers on the thread that, "teachers check in and ask if it's ok rather than stating they won't be in to the Director." RLS only approves a request if RLS can find coverage: "Sometimes we can cover and sometimes we can't."

RLS relentlessly communicated their overt hostility towards employees using paid sick days ("PSD"). On or around May 8 and 9, 2024, Director Barreto sent an email to RLS's employees chastising them for using PSD and threatening their employment status if they have "excessive absences," which Defendants used as a euphemism for PSD:

There have been too many absences which have required us to overstaff our schools to make the program run smoothly. This is not working.



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...

If you are wanting full time you need to be here without excessive absences to be approved for that schedule.

Director Barreto threatened to cut their hours if they continued taking PSD: "If you need reduced hours we can make that happen with the needs of the program first."

RLS repeatedly discouraged, deterred, intimidated, pressured, and threatened Ms. Bogaert and her colleagues from exercising their right to use PSD:

- a) On or around May 14, 2024, Ms. Bogaert told Director Lozano that she may need to call off work to see a doctor because she felt ill and lost her voice. Director Lozano replied curtly, "Would be very helpful for you to come[.] Thanks[.]"
- b) After Ms. Bogaert sent a text message to Director Lozano on Labor Day calling out sick for the following day, Director Lozano threatened, "if you miss the day before or after a holiday they won't pay you . . . just giving u [sic] that info[rmation]."
- c) When Ms. Bogaert was sick, lost her again voice, and called out on November 1, 2024, Director Lozano pressured her to come in, "I really need you to make it even if u [sic] come by 1, 2, or 3. Even if you don't use ur [sic] voice."

Due to RLS's repeated hostile and offensive responses, comments, and attitudes to their requests to take PSD, Ms. Bogaert and her colleagues knew and understood that exercising their right to PSD would land them on RLS's "shit list." Ms. Bogaert and her colleagues regularly reassured each other that they should not come to work while sick despite RLS's contrary instructions and attempts to guilt them into jeopardizing their health and safety and the health and safety of their colleagues and RLS's students.

RLS 1-50 assigned Ms. Bogaert to teach her fall 2024 classes in the tiny, downstairs classroom at the Broadway Campus. RLS planned to pack so many children in the classroom with her that Ms. Bogaert told Director Kulland and Director Lozano that it was giving her anxiety and made her feel claustrophobic. Director Kulland and Director Lozano were dismissive, and RLS forced Ms. Bogaert to use the classroom anyways.

Towards the end of 2024, Ms. Bogaert began standing her ground and regularly started refusing to comply with RLS's requests for her to forgo PSD and work while she was sick.



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310-954-0055

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In the morning on or around January 16, 2025, Ms. Bogaert informed Director Lozano that she woke up feeling sick and needed "to stay home today." Instead of respecting her PSD request, Director Lozano continued Defendants' pressure campaign: "Well [that] makes [it] very difficult for the team. I have Kendall leaving at 3 today and Madeline already covering [sic] if the[re] is anyway u [sic] can make it in later today I would really need that. Even if it's just for 2 hrs." Ms. Bogaert refused: "I am not feeling well and need to rest my body. Sorry!"

Ms. Bogaert provided RLS with a copy of her doctor's note placing her off work through January 18, 2025.

On or around January 23, 2025, Ms. Bogaert witnessed Elisa Gonzalez, a teacher, physically overpower a 2-year-old student. After nap time, Ms. Bogaert saw Ms. Gonzalez grab the child by the wrist, lift his arm above his head, pull his body out of his chair, and whisk him away from the snack table to the downstairs bathroom while forcefully grabbing his wrist. Crying and screaming, the child refused to return to the snack table and asked to stay with his older sister in fear of Ms. Gonzalez. Ms. Bogaert had previously observed teachers become physical with RLS's young students and complained to RLS in fear for their safety to no avail. On one prior occasion, Ms. Bogaert complained to Director Kulland that a teacher lied to a parent about how one of the children sustained an injury. Instead of investigating and disciplining the teacher, Director Kulland blamed the child, calling the child a "brat," and silenced Ms. Bogaert. On or around January 27, 2025, Ms. Bogaert complained about Ms. Gonzalez to Director Lozano, who was aware of Ms. Gonzalez's habit of using physical force when she thought a child was misbehaving. Within one (1) week, Defendants told Ms. Bogaert that they would be reducing her hours by approximately 25%.

In the morning on or around March 20, 2025, Ms. Bogaert sent a text message to Director Barreto informing her that she could not work due to a "dental emergency." Director Barreto scolded Ms. Bogaert, "You were supposed to come to College today and I don't have anyone to cover for you." Ms. Bogaert refused to come in and exercised her right to take PSD, "I know, I cannot go, I have a dental emergency. I need to fix my teeth or else I cannot eat."



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In or around mid-April, Ms. Bogaert contracted the flu, informed RLS and called off work. On or around April 16, 2025, Ms. Bogaert forwarded a note from her doctor placing her off work for one (1) week, from April 14 to 18, 2025. Due to "severe respiratory symptoms," Ms. Bogaert's doctor extended her off-work status through April 25, 2025 and placed her on modified duty, limiting her to six (6) hours of work per day through May 2, 2025. Ms. Bogaert sent her doctor's note to Director Lozano on or around April 24, 2025. Ms. Bogaert used PSD to cover her absence.

Based on information and belief, fed up with Ms. Bogaert's complaints about Ms. Gonzalez putting her hands on RLS's students and requests to use and use of PSD, and intolerant of Ms. Bogaert's disabilities and/or perceived disabilities and her accommodation request, RLS demoted Ms. Bogaert and/or terminated her employment on or around April 29, 2025. RLS and/or told Ms. Bogaert that they demoted and/or terminated her because they "needed someone who would be here more" and that her "stress" was causing her to be "sick and absent from work."

Based on information and belief, behind her back, Founder and Owner Holly Gold criticized Ms. Bogaert for using PSD and openly mocked Ms. Bogaert's medical conditions:

I was sorry to hear about Marilee, but I think it was long overdue.

...

At the end of the day, teachers must be present - physically and cognitively.

...

What can you do when a teacher tells you the classroom makes her claustrophobic?
Red flag.

From then on, RLS only retained Ms. Bogaert as a substitute teacher on an as needed basis.

In an attempt to placate Ms. Bogaert, Director Barreto told her that RLS would like to hire Ms. Bogaert as an Art Specialist, at a lower hourly rate and with fewer hours than what she earned and worked as a teacher, to facilitate art projects with children. Director Barreto said that she would talk to Founder and Owner Gold and circle back with her. Ms. Bogaert



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followed up with RLS several times about the position but was met with deafening silence. After initially feigning interest in rehiring her, RLS ignored her.

Based on information and belief, RLS did not hire Ms. Bogaert as an Art Specialist because of her complaints, requests to use and use of PSD, and disabilities and/or perceived disabilities.

Sincerely,

/s/ Gabriel M. Huey

Cc via email: Derrick.lam@hueylam.com; Nakkisa@akhlawpc.com
Susan@swzeme.com

Copy: Rockridge Little School, LLC (via U.S. Certified Mail)