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9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 FOR THE COUNTY OF SOLANO

11 UNLIMITED JURISDICTION

12 ARLEY ALVARADO, on behalf of herself
and all other aggrieved employees, and the
13 general public,

14 *Plaintiff,*

15 v.

16 LOVE. LEARN. SUCCESS., a California
Nonprofit Corporation; and DOES 1 through
17 50, inclusive,

18 *Defendants.*
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Case No. CU26-09078

REPRESENTATIVE ACTION

COMPLAINT

1. Civil Penalties (Lab. Code § 2698, *et seq.*)

1 Plaintiff ARLEY ALVARADO (“Plaintiff”), on behalf of herself and all other aggrieved
2 employees, and the general public, complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this representative action against defendants LOVE. LEARN.
5 SUCCESS., a California Nonprofit Corporation; and DOES 1 through 50, inclusive, (collectively
6 referred to as “Defendants”) for alleged violations of the Labor Code. As set forth below, Plaintiff
7 alleges that Defendants have

8 (1) failed to provide Plaintiff and all other similarly situated individuals with meal
9 periods;

10 (2) failed to provide them with rest periods;

11 (3) failed to pay them premium wages for missed meal and/or rest periods;

12 (4) failed to pay them at least minimum wage for all hours worked;

13 (5) failed to pay them overtime wages at the correct rate;

14 (6) failed to reimburse them for all necessary business expenses;

15 (7) failed to provide them with accurate written wage statements; and

16 (8) failed to pay them all of their final wages following separation of employment.

17 Based on these alleged violations, Plaintiff now brings this class action to recover unpaid wages,
18 restitution, civil penalties, and related relief on behalf of herself and all others similarly situated, all
19 other aggrieved employees, and the State of California.

20 **JURISDICTION AND VENUE**

21 2. This Court has subject matter jurisdiction to hear this case because the unpaid wages,
22 actual damages, liquidated damages, restitution, and penalties sought by Plaintiff from Defendants
23 exceeds the minimal jurisdictional limits of the Superior Court of the State of California.

24 3. Venue is proper in COUNTY OF SOLANO pursuant to Code of Civil Procedure §§
25 395(a) and 395.5 in that liability arose there, because at least some of the transactions that are the
26 subject matter of this Complaint occurred therein and/or each defendant is found, maintains offices,
27 transacts business, and/or has an agent therein.

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1 **PARTIES**

2 4. Plaintiff is and was, and at all relevant times mentioned herein, an individual
3 residing in the State of California.

4 5. Plaintiff is informed and believes, and thereupon alleges, that Defendant LOVE.
5 LEARN. SUCCESS. is, and at all relevant times mentioned herein, a California Nonprofit
6 Corporation doing business in the State of California.

7 6. Plaintiff is ignorant of the true names and capacities of the defendants sued herein as
8 DOES 1 through 50, inclusive, and therefore sues these defendants by such fictitious names.
9 Plaintiff will amend this Complaint to allege the true names and capacities of the DOE defendants
10 when ascertained. Plaintiff is informed and believes, and thereupon alleges, that each of the
11 fictitiously named defendants are responsible in some manner for the occurrences, acts and
12 omissions alleged herein and that Plaintiff's alleged damages were proximately caused by these
13 defendants, and each of them. Plaintiff will amend this complaint to allege both the true names and
14 capacities of the DOE defendants when ascertained.

15 7. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times
16 mentioned herein, some or all of the defendants were the representatives, agents, employees,
17 partners, directors, associates, joint venturers, joint employers, principals, or co-participants of some
18 or all of the other defendants, and, in doing the things alleged herein, were acting within the course
19 and scope of such relationship and with the full knowledge, consent, and ratification by such other
20 defendants.

21 **GENERAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

22 8. Plaintiff worked for Defendants as an hourly, non-exempt employee from
23 approximately January 31, 2024, through February 28, 2026.

24 **Missed Meal Periods**

25 9. Plaintiff and the putative class were not provided with meal periods of at least thirty
26 (30) minutes for each five (5) hour work period due to (1) Defendants' policy of not scheduling
27 each meal period as part of each work shift; (2) chronically understaffing each work shift with not
28 enough workers; (3) imposing so much work on each employee such that it made it unlikely that an

1 employee would be able to take their breaks if they wanted to finish their work on time; and (4) no
2 formal written meal and rest period policy that encouraged employees to take their meal and rest
3 periods.

4 10. During Plaintiff's employment, Defendants from time-to-time scheduled Plaintiff to
5 work shifts exceeding five (5) hours. Around beginning of 2026, while Plaintiff was training to be
6 a Program Assistant, Defendants regularly scheduled Plaintiff to work approximately 10:00 a.m.
7 until 6:00 p.m. As a Program Assistant, Defendants failed to provide Plaintiff with a timely,
8 uninterrupted, off-duty meal period of at least thirty (30) minutes before the end of the fifth hour of
9 work. Plaintiff was required to continue performing her job duties and was not relieved of all duty
10 during the workday.

11 11. As a result of Defendants' policy, Plaintiff and the putative class were regularly not
12 provided with uninterrupted meal periods of at least thirty (30) minutes for each five (5) hours
13 worked due to complying with Defendants' productivity requirements that required Plaintiff and
14 the putative class to work through their meal periods in order to complete their assignments on
15 time.

16 **Missed Rest Periods**

17 12. Plaintiff and the putative class were not provided with rest periods of at least ten
18 (10) minutes for each four (4) hour work period, or major fraction thereof, due to (1) Defendants'
19 policy of not scheduling each rest period as part of each work shift; (2) chronically understaffing
20 each work shift with not enough workers; (3) imposing so much work on each employee such that
21 it made it unlikely that an employee would be able to take their breaks if they wanted to finish their
22 work on time; and (4) no formal written meal and rest period policy that encouraged employees to
23 take their meal and rest periods.

24 13. As a result of Defendants' policy, Plaintiff and the putative class were regularly not
25 provided with uninterrupted rest periods of at least ten (10) minutes for each four (4) hours worked
26 due to complying with Defendants' productivity requirements that required Plaintiff and the
27 putative class to work through their rest periods in order to complete their assignments on time.

28 **Expense Reimbursement**

14. Plaintiff and the putative class members were required to utilize their own personal electronic devices to perform work-related tasks. Plaintiff was required to communicate with staff members, coordinate work activities, and respond to employment-related communications using her personal cell phone. Plaintiff also used her personal device to take photographs of products with students, create and prepare slideshows and presentations for parents, develop surveys for parents, and perform other work-related administrative tasks necessary to fulfill her job responsibilities.

15. Moreover, Plaintiff was required to use her own personal vehicle to travel between various job sites and locations as part of her employment duties. Plaintiff regularly drove her personal vehicle for Defendants' benefit and in Defendants' direction, incurring expenses including, but not limited to, gas and mileage.

16. As a result, Defendants failed to reimburse Plaintiff and the putative class for such necessary business expenses incurred by them.

Wage Statements

17. Plaintiff and the putative class were not provided with accurate wage statements as mandated by law pursuant to Labor Code § 226.

18. Plaintiff and the aggrieved employees were not provided with accurate wage statements as mandated by law pursuant to Labor Code § 226.

19. Defendants failed to comply with Labor Code 0167 226(a)(1) as “gross wages earned” were not accurately reflected in that all hours worked, including overtime and “off-the-clock” work were not included.

20. Defendants failed to comply with Labor Code section 226(a)(2) as “total hours worked by the employee” were not accurately reflected in that all hours worked, including overtime and “off-the-clock” work were not included.

21. Defendants failed to comply with Labor Code section 226(a)(5) as “net wages earned” were not accurately reflected in that all hours worked, including overtime and “off-the-clock” work were not included.

22. Defendants failed to comply with Labor Code section 226(a)(9) as “all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each

hourly rate by the employee” were not accurately reflected in that all hours worked, including overtime and “off-the-clock” work were not included.

FIRST CAUSE OF ACTION

CIVIL PENALTIES

(Lab. Code §§ 2698 *et seq.*)

23. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

24. During the applicable limitations period, Defendants have violated Labor Code §§ 201, 202, 203, 204, 223, 226(a), 226.7, 510, 512, 1194, 1197, 1198, and 2802.

25. Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on behalf of herself and other current and former employees, to bring a representative civil action to recover civil penalties pursuant to the procedures set forth in Labor Code § 2699.3 that may, but need not, be brought or maintained as a class action pursuant to Code of Civil Procedure section 382.

26. Plaintiff, a former employee against whom Defendants committed one or more of the alleged Labor Code violations during the applicable limitations period, is an aggrieved employee within the meaning of Labor Code § 2699(c).

27. Plaintiff has complied with the procedures for bringing suit specified in Labor Code § 2699.3. Notice was provided to the California Labor & Workforce Development Agency (“LWDA”) and 65 days have elapsed without the LWDA providing Plaintiff with any notice of an intent to investigate.

28. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff seeks the following civil penalties for Defendants’ violations of Labor Code §§ 201, 202, 203, 204, 223, 226(a), 226.7, 510, 512, 1194, 1197, 1198 and 2802:

i. For violations of Labor Code §§ 201, 202, 203, 212, 226.7, 1194, 1198 and 2802, one hundred dollars (\$100) for each employee per pay period for each initial violation and two hundred dollars (\$200) for each employee per pay period for each subsequent violation (penalties set by Labor Code § 2699(f)(2));

ii. For violations of Labor Code § 203, a penalty in an amount not exceeding

- thirty (30) days' pay as waiting time (penalties set by Labor Code § 256);
- iii. For violations of Labor Code § 204, one hundred dollars (\$100) for each employee for each initial violation that was neither willful nor intentional, two hundred dollars (\$200) for each employee, plus 25% of the amount unlawfully withheld from each employee, for each initial violation that was either willful or intentional, and two hundred dollars (\$200) for each employee, plus twenty-five percent (25%) of the amount unlawfully withheld from each employee, for each subsequent violation, regardless of whether the subsequent violation was either willful or intentional (penalties set by Labor Code § 210);
- iv. For violations of Labor Code § 223, one hundred dollars (\$100) for each employee for each initial violation that was neither willful nor intentional, two hundred dollars (\$200) for each employee, plus twenty-five percent (25%) of the amount unlawfully withheld from each employee, for each initial violation that was either willful or intentional, and two hundred dollars (\$200) for each employee, plus twenty-five percent (25%) of the amount unlawfully withheld from each employee, for each subsequent violation, regardless of whether the subsequent violation was either willful or intentional (penalties set by Labor Code § 225.5);
- v. For violations of Labor Code § 226(a), if this action is deemed to be an initial citation, two hundred and fifty dollars (\$250) for each employee for each violation. Alternatively, if an initial citation or its equivalent occurred before the filing of this action, one thousand dollars (\$1,000) for each employee for each violation (penalties set by Labor Code § 226.3);
- vi. For violation of Labor Code §§ 510 and 512, fifty dollars (\$50) for each employee for each initial pay period for which the employee was underpaid, and one hundred dollars (\$100) for each employee for each subsequent pay period for which the employee was underpaid (penalties set by Labor Code §

558);

vii. For violations of Labor Code § 1197, one hundred dollars (\$100) for each aggrieved employee for each initial violation of Labor Code § 1197 that was intentional and two hundred and fifty dollars (\$250) for each aggrieved employee per pay period for each subsequent violation of Labor Code § 1197, regardless of whether the initial violation was intentional (penalties set by Labor Code § 1197.1);

viii. Pursuant to Labor Code § 2699(g), Plaintiff seeks an award of reasonable attorneys' fees and costs in connection with Plaintiff's claims for civil penalties.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of herself, all other current and former non-exempt employees, and the general public, prays for relief and judgment against Defendants as follows:

- (1) Declaratory relief;
- (2) Pre-judgment interest;
- (3) Civil penalties;
- (4) Costs of suit;
- (5) Reasonable attorneys' fees; and
- (6) Such other relief as the Court deems just and proper.

Dated: September 18, 2026

SETAREH LAW GROUP

/s/ Shaun Setareh

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ARLEY ALVARADO