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David W. Slayton,
Executive Officer/Clerk of Court,
By J. Covarrubias, Deputy Clerk

Attorneys for Plaintiff
MICHAEL VALDIVIESO, and all others similarly situated

SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES

MICHAEL VALDIVIESO, on behalf of himself
and all others similarly situated,

Plaintiff,

v.

A WORLD FIT FOR KIDS; and DOES 1-100,

Defendants.

Case No.: **25STCV18810**

CLASS ACTION COMPLAINT

1. Failure to Provide Compliant Meal Periods
2. Failure to Provide Compliant Rest Periods
3. Failure to Pay for All Hours Worked
4. Failure to Pay All Overtime Owed
5. Failure to Reimburse Work-Related Expenses
6. Wage Statement Penalties
7. Violation of Unfair Competition Law
8. Private Attorney General Act

RELEVANT PARTIES

1. Plaintiff MICHAEL VALDIVIESO (“Plaintiff”) is an adult resident of Los Angeles County, State of California, and was at all times relevant residing therein.

2. Defendant A WORLD FIT FOR KIDS (“Defendant”) is a California nonprofit corporation with its principal place of business located in Los Angeles County, California. Defendant is registered to and does conduct business in the State of California and is subject to the laws of the

1 State of California. All acts and omissions of Defendant employees as alleged herein occurred
2 while they were acting within the course and scope of their employment.

3 3. The “Class” is defined as all current or former non-exempt employees of Defendant
4 employed in the State of California within four years prior to the date of the filing of this action
5 through the date of final disposition.

6 4. The “Aggrieved Employees” are all current or former non-exempt employees of Defendant
7 employed in the State of California within one year prior to the date that Plaintiff mailed his Private
8 Attorney’s General Act (“PAGA”) claim notices to Defendant, claim number LWDA-CM-
9 1066037-24, through the date of the final disposition of this action who were aggrieved of any of
10 the Labor Code violations alleged herein. Plaintiff intends to bring this action on behalf of the
11 Aggrieved Employees and as a proxy for the State of California.

12 5. Plaintiff is unaware of the true names or capacities of the Defendants sued herein as DOES
13 1 through 100, inclusive (“Doe Defendants”), and therefore sues said Doe Defendants by such
14 fictitious names. Plaintiff will seek leave of this Court to amend this Complaint to insert the true
15 names and capacities of such Doe Defendants when such information has been obtained. Plaintiff is
16 informed and believes, and based on such information and belief alleges, that each of the
17 fictitiously named Doe Defendants has participated in some way in the wrongful acts and
18 omissions alleged below, and is liable to Plaintiff for damages and other relief to which Plaintiff is
19 entitled. Defendant and Doe Defendants are collectively referred to as “Defendants”.

20 **JURISDICTION AND VENUE**

21 6. This action is properly filed in Los Angeles County because the acts and omissions that
22 give rise to Plaintiff’s claims took place in this County, and Defendant transacts substantial
23 business in this County.

24 7. This Court has jurisdiction over Defendants because Defendants’ unlawful conduct as
25 alleged herein occurred in Los Angeles County, California and Plaintiff suffered damages from
26 such conduct within this County.

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FACTUAL ALLEGATIONS

8. At all times relevant, Plaintiff, the Class, and the Aggrieved Employees were “employees” of Defendant.

9. At all times relevant, Defendant routinely failed to provide lawful, uninterrupted 30-minute meal breaks to Plaintiff, Class Members, and the Aggrieved Employees. Instead, Defendant requires Plaintiff, Class Members, and Aggrieved Employees to clock out while still performing job duties, or summoning them back to work mid-break.

10. At all times relevant, Plaintiff, Class Members, and Aggrieved Employees were not afforded the mandated 10-minute rest breaks for every four-hour (or major fraction thereof) period worked. In fact, they are not provided with any rest breaks at all.

11. By virtue of Defendant’s scheduling demands and refusal to provide proper breaks, Plaintiff, Class Members, and Aggrieved Employees were compelled to work through meal or rest periods.

12. Moreover, Defendant requires Plaintiff, Class Members, and Aggrieved Employees to attend Saturday sports tournaments—effectively a sixth workday—without pay, in brazen defiance of lawful overtime requirements.

13. Defendant’s unlawful edict to work “off the clock”—extending workdays beyond the recorded hours—means the hours that actually exceed eight per day (or 40 per week) are systematically hidden, and thereby go unpaid. Moreover, because employees are corralled into performing additional tasks on a sixth day (e.g., unpaid Saturday tournaments), the risk of additional overtime violations compounds.

14. At all times relevant, Defendant required Plaintiff, Class Members, and Aggrieved Employees to make routine supply purchases—including for children’s cooking supplies or other program materials—as well as to shoulder the costs for mileage driven between job sites without providing any reimbursement even though these purchases and expenses were reimbursable.

15. Throughout the relevant time period, Defendant failed to provide proper paid sick leave to Plaintiff, Class Members and other Aggrieved Employees. Defendant either failed to provide paid sick leave at all or improperly calculated the sick leave accrual and the sick leave rate of pay owed

1 to Plaintiff, Class Members and other Aggrieved Employees by failing to base the accrued sick
2 leave hours on the correct number of hours worked (including but not limited to unpaid meal
3 periods) and by failing to incorporate multiple rates of pay into the sick leave pay rate calculation.

4 16. Defendant further failed to place Plaintiff, Class Members, and Aggrieved Employees on
5 notice of their paid sick leave rights—or thereby putting their entitlement to sick leave in a Labor
6 Code § 2810.5 notice. Accordingly, Defendant failed to provide notice of the correct sick leave
7 amount balance available to Plaintiff, Class Members, and other Aggrieved Employees on their
8 wage statements or other written statement. Additionally, Defendants failed to maintain accurate
9 records of used sick leave and the balance of paid sick leave.

10 17. Defendant failed and continues to fail to comply with Labor Code § 246, by failing to
11 provide Plaintiff, Class Members, and all Aggrieved Employees with a Labor Code § 226 wage
12 statement, or separate writing containing the amount of paid sick leave available, or paid time off
13 leave an employer provides in lieu of sick leave, at the time it pays wages.

14 18. Defendant's practice of denying legally mandated meal and rest breaks, compelling
15 employees to work off-the-clock, failing to provide or properly calculate sick leave, and foisting
16 essential work expenses onto employees resulted in paychecks that failed to capture the full
17 measure of hours worked or compensation owed. By extension, the wage statements also omitted
18 the true number of hours for which employees should have been compensated. Accordingly,
19 Defendant's wage statements thus lacked complete and accurate itemization of earnings, making it
20 all but impossible for employees to decipher whether they were properly paid.

21 19. The unlawful conduct described herein has been, and continues to be, an integral part of
22 Defendant's operating model. Plaintiff is informed and believes, and based thereon alleges, that
23 such practices applied to the entire Class throughout the Class Period.

24 **CLASS ACTION ALLEGATIONS**

25 20. This action is being brought and may be maintained as a class action under California Code
26 of Civil Procedure § 382 because the claims asserted herein meet all the necessary prerequisites for
27 class action treatment.

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1 a. Numerosity: The Class meets the numerosity requirement because it consists of over 100
2 members, which would make joinder of individual class members impracticable.

3 b. Typicality: The typicality requirement is satisfied because Plaintiff's claims are identical to
4 the claims being asserted by all members of the Class.

5 c. Adequacy: Plaintiff will fairly and adequately represent and protect the interests of the
6 members of the Class. Counsel for Plaintiff and the putative class members have substantial
7 experience in litigating employment matters generally, and class action cases specifically, and
8 further possess the financial resources needed to litigate the class claims at issue.

9 d. Superiority: A class action is superior to other available means in resolving this controversy
10 because it provides the optimal level of efficiency and fairness under the circumstances. When
11 Defendant has hundreds of employees, individual joinder of all proposed class and subclass
12 members would be impracticable. Moreover, questions of law and fact which are common to the
13 class predominate over any questions affecting only individual members—to the extent any
14 individual questions exist at all. Each member of the proposed class has been damaged and is
15 entitled to recovery by reason of Defendant's illegal policy and/or practices.

16 e. Commonality: The commonality requirement is satisfied for the Class because there are
17 common questions of law and fact involving the rights of each class member and the relief sought
18 by the entire class. Specifically, these common questions of law and fact include:

19 i. Whether Defendant underpaid wages in violation of Labor Code § 1194;
20 ii. Whether Defendant failed to provide Class members with complaint rest breaks or
21 payment in lieu thereof as required under Labor Code § 226.7;
22 iii. Whether Defendant failed to provide members of the Class with accurate itemized
23 wage statements as required under Labor Code § 226(a);
24 iv. Whether Defendant failed to reimburse Class members for work related expenses
25 associated with the discharge of their duties as required under Labor Code § 2802;
26 v. Whether Defendant's scheduling practices caused employees to exceed eight hours
27 in a day or forty hours in a week without overtime compensation, in violation of California Labor
28 Code §§ 510, 1194, and applicable Wage Orders;

vi. Whether Defendant failed to provide accurate written notice regarding paid sick leave accruals and balances, and whether it calculated sick leave wages at a legally compliant rate;

vii. Whether Defendant violated statutory requirements relating to wage statements by omitting total hours worked and sick leave information;

viii. Whether Defendant violated Business & Professions Code § 17200 et seq. by engaging in the acts alleged herein; and

ix. The nature and extent of the damages, penalties, restitution, and injunctive relief to which Plaintiff and the Class are entitled.

PAGA ALLEGATIONS

21. Pursuant to Labor Code § 2699(a), any provision of the Labor Code which provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency (“LWDA”) for violations of the Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures outlined in Labor Code § 2699.3.

22. Pursuant to Labor Code § 2699.3, an aggrieved employee may pursue a civil action under PAGA after the following requirement have been met:

a. The aggrieved employee has provided written notice by online filing to the LWDA and by certified mail to the employer (hereinafter “Employee’s Notice”) of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations; and

b. The LWDA has provided notice (hereinafter “LWDA’s Notice”) to the employer and the aggrieved employee by certified mail that it does not intend to investigate the aggrieved employee’s claims. Upon receipt of the LWDA’s Notice, or if the LWDA does not provide such Notice within 65 calendar days of the postmark date of the Employee’s Notice, the aggrieved employee may commence a civil action pursuant to Labor Code § 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

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23. On December 9, 2024, Plaintiff provided written notice by online filing to the LWDA and by certified mail to Defendants of specific provisions of the Labor Code alleged to have been violated by Defendants, including the facts and theories to support the alleged violations.

24. The 65-day notice period has elapsed, and the LWDA did not provide Plaintiff with written notice that it intends to investigate the alleged violations of the Labor Code. Thus, Plaintiff seeks PAGA Penalties on behalf of all Aggrieved Employees.

25. The Aggrieved Employees are defined as “All other nonexempt, hourly employees, current and former, who were employed by Defendants within one year prior to February 9, 2025, through final disposition of this action.”

FIRST CAUSE OF ACTION

FAILURE TO PROVIDE COMPLIANT MEAL PERIODS

(By Plaintiff and the Class Against All Defendants)

26. Plaintiff and the Class incorporate by reference the paragraphs above.

27. Labor Code § 512 and the Wage Orders provide that “an employer shall not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes” or “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”.

28. An employer provides compliant meal breaks to its employees “if it relieves its employees of all duty, relinquishes control over their activities and permits them a reasonable opportunity to take an uninterrupted 30-minute break.” [*Brinker Restaurant Corp. v. Superior Court*, (2012) 53 Cal.4th 1004, 1040].

29. Not only must an employer affirmatively relieve its employees of all duty during their meal breaks, it also must not “impede or discourage” its employees from taking compliant meal breaks. [*Ibid.*].

30. Defendants failed to provide Plaintiff and the Class with compliant meal breaks as alleged herein.

31. For each day that Defendants failed to provide Plaintiff and the Class with a compliant meal break, Defendants were required to remit premium pay pursuant to Labor Code § 226.7(c), which is

one additional hour of pay at the regular rate of pay. [*Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal.5th 858].

32. Defendants failed to pay premium pay at Plaintiff and Class Members' regular rate of pay for each day a meal break was missed.

33. Plaintiff and the Class are therefore entitled to recover premium pay for missed meal breaks, interest, penalties, attorney fees, and costs.

SECOND CAUSE OF ACTION

FAILURE TO PROVIDE COMPLIANT REST PERIODS

(By Plaintiff and the Class Against All Defendants)

34. Plaintiff incorporates by reference the paragraphs above.

35. Labor Code § 226.7 and the Wage Orders require employers to authorize and permit its employees to take rest periods based on the total hours worked daily at the rate of 10 minutes net per four hours or major fraction thereof.

36. Furthermore, "[d]uring rest periods employers must relieve employees of all duties and relinquish control over how employees spend their time." [*Augustus v. ABM Sec. Servs., Inc.*, (2016) 2 Cal.5th 257, 269].

37. Defendants failed to provide Plaintiff and the Class with compliant rest breaks as alleged herein.

38. For each day that Defendants failed to provide Plaintiff and the Class with a compliant rest break, Defendants were required to remit premium pay pursuant to Labor Code § 226.7(c), which is one additional hour of pay at Plaintiff and the Class Members' regular rate of pay. [*Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal.5th 858].

39. Defendants failed to pay premium pay at Plaintiff and the Class Members' regular rate of pay for each day a rest break was missed.

40. Plaintiff and the Class are therefore entitled to recover premium pay for missed rest breaks, interest, penalties, attorney fees, and costs.

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1 **THIRD CAUSE OF ACTION**

2 **FAILURE TO PAY FOR ALL HOURS WORKED**

3 **(By Plaintiff and the Class Against All Defendants)**

4 41. Plaintiff and the Class incorporate by reference the paragraphs above.

5 42. Labor Code §§ 558 and 1194 and the Wage Orders require an employer to pay employees
6 minimum wages for all hours worked fewer than eight hours in a day and/or fewer than 40 hours in
7 a workweek.

8 43. Defendants failed to pay Plaintiff and the Class for all hours worked as alleged herein.

9 44. Plaintiff and the Class are therefore entitled to recover all unpaid wages, liquidated
10 damages, interest, penalties, attorney fees, and costs.

11 **FOURTH CAUSE OF ACTION**

12 **FAILURE TO PAY ALL OVERTIME OWED**

13 **(By Plaintiff and the Class Against All Defendants)**

14 45. Plaintiff and the Class incorporate by reference the paragraphs above.

15 46. Labor Code § 510 provides that “[a]ny work in excess of eight hours in one workday and
16 any work in excess of 40 hours in any one workweek and the first eight hours worked on the
17 seventh day of work in any one workweek shall be compensated at the rate of no less than one and
18 one-half times the regular rate of pay for an employee.”

19 47. Defendants failed to pay Plaintiff and the Class all overtime wages owed as alleged herein.

20 48. Plaintiff and the Class are therefore entitled to recover all unpaid overtime wages,
21 liquidated damages, interest, penalties, attorney fees, and costs.

22 **FIFTH CAUSE OF ACTION**

23 **FAILURE TO REIMBURSE WORK-RELATED EXPENSES**

24 **(By Plaintiff and the Class Against All Defendants)**

25 49. Plaintiff and the Class incorporate by reference the paragraphs above.

26 50. Pursuant to Labor Code § 2802, an employer shall indemnify his or her employee for all
27 necessary expenditures or losses incurred by the employee in direct consequence of the employee's
28 discharge of his or her duties.

1 51. Defendants failed to reimburse Plaintiff and the Class for all work-related expenses as
2 alleged herein.

3 52. Plaintiff and the Class are therefore entitled to reimbursement for all work-related expenses,
4 penalties, attorney fees, and costs.

5 **SIXTH CAUSE OF ACTION**

6 **WAGE STATEMENT PENALTIES**

7 **(By Plaintiff and the Class Against All Defendants)**

8 53. Plaintiff and the Class incorporate by reference the paragraphs above.

9 54. Labor Code § 226(a) requires employers to provide itemized wage statements to its
10 employees that identify accurate information regarding their compensation. Defendants, as a matter
11 of policy and practice, failed in its affirmative obligation to provide accurate itemized wage
12 statements to Plaintiff and the Class in violation of Labor Code § 226(a).

13 55. As alleged herein, the wage statements that Defendants issued to Plaintiff and the Class
14 were inaccurate and incomplete.

15 56. Defendants knowingly and intentionally issued wage statements that were inaccurate and
16 incomplete, and the issuance of inaccurate and incomplete wage statements caused injury to
17 Plaintiff and the Class because Plaintiff and the Class were unable to accurately verify and/or
18 calculate their wages.

19 57. Plaintiff and the Class are therefore entitled to the recovery of wage statement penalties,
20 attorney fees, and costs.

21 **SEVENTH CAUSE OF ACTION**

22 **VIOLATION OF UNFAIR COMPETITION LAW**

23 **(By Plaintiff and the Class Against All Defendants)**

24 58. Plaintiff and the Class incorporate by reference the paragraphs above.

25 59. Defendants' conduct described herein constitutes unfair competition.

26 60. Specifically, Defendants have gained an unfair advantage over other similarly situated
27 businesses by unlawfully reducing their overhead costs by not paying their employees what they
28 are owed.

61. Pursuant to Business and Professions Code 17203, Plaintiff and the Class are entitled to restitution of all wrongfully withheld wages.

62. Plaintiff and the Class may recover attorneys' fees pursuant to Code of Civil Procedure § 1021.5.

EIGHTH CAUSE OF ACTION

PRIVATE ATTORNEYS GENERAL ACT

(By Plaintiff and the Aggrieved Employees Against All Defendants)

63. Plaintiff and the Aggrieved Employees incorporate by reference the paragraphs above.

64. PAGA permits Plaintiff and the Aggrieved Employees to recover civil penalties for the violation(s) of the Labor Code.

65. As alleged herein, Defendant's conduct violates numerous sections of the Labor Code.

66. With respect to violations of Labor Code §§ 226.7 and 558 for Defendant's failure to provide Plaintiff and the Aggrieved Employees with compliant meal periods or compensation in lieu thereof, the penalties in Labor Code §§ 558 and 2699 apply.

67. With respect to violations of Labor Code § 226.7 for Defendant's failure to provide Plaintiff and the Aggrieved Employees with compliant rest periods or compensation in lieu thereof, the penalties in Labor Code § 2699 apply.

68. With respect to violations of Labor Code § 1197 for Defendant's failure to compensate Plaintiff and the Aggrieved Employees for all minimum wages earned, the penalties in Labor Code §§ 1197.1 and 2699 apply.

69. With respect to violations of Labor Code § 510 for Defendant's failure to compensate Plaintiff and the Aggrieved Employees for all overtime wages earned, the penalties in Labor Code §§ 558, 1197.1, and 2699 apply.

70. With respect to violations of Labor Code §§ 245-248.5 and 233-234 for Defendant's failure to provide or accurately calculate paid sick leave to Plaintiff and the Aggrieved Employees, the penalties in Labor Code § 2699 apply.

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71. With respect to violations of Labor Code § 226(a) for failure to provide accurate wage statements to Plaintiff and the Aggrieved Employees, the penalties in Labor Code §§ 226.3 and 2699 apply.

72. With respect to violations of Labor Code § 2802 for failure to reimburse Plaintiff and the Aggrieved Employees for all work-related expenses, the penalties in Labor Code § 2699 apply.

73. Pursuant to Labor Code § 2699(k)(1), Plaintiff and the Aggrieved Employees further seek public injunctive relief in the form of an Order enjoining Defendants from continuing to violate the California Labor Code in the manner alleged herein.

74. Additionally, Plaintiff and the Aggrieved Employees are entitled to attorneys' fees pursuant to Labor Code § 2699(g).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

First Cause of Action

1. Damages and/or penalties pursuant to Labor Code section 226.7
2. Interest
3. Attorneys' fees
4. Costs
5. Other relief the court deems proper

Second Cause of Action

1. Damages and/or penalties pursuant to Labor Code section 226.7
2. Interest
3. Attorneys' fees
4. Costs
5. Other relief the court deems proper

Third Cause of Action

1. Damages and/or penalties pursuant to Labor Code sections 558, 1194, 1197, and 1197.1
2. Liquidated damages
3. Interest

1 4. Attorneys' fees

2 5. Costs

3 6. Other relief the court deems proper

4 Fourth Cause of Action

5 1. Damages and/or penalties pursuant to Labor Code sections 510, 558, and 1194

6 2. Interest

7 3. Attorneys' fees

8 4. Costs

9 5. Other relief the court deems proper

10 Fifth Cause of Action

11 1. Reimbursement of all work-related expenses

12 2. Attorneys' fees

13 3. Costs

14 4. Other relief the court deems proper

15 Sixth Cause of Action

16 1. Penalties pursuant to Labor Code section 203

17 2. Attorneys' fees

18 3. Costs

19 4. Other relief the court deems proper

20 Seventh Cause of Action

21 1. Restitution of all wrongfully withheld wages

22 2. Attorneys' fees

23 3. Costs

24 4. Other relief the court deems proper

25 Eighth Cause of Action

26 1. All applicable civil penalties available pursuant to Labor Code section 2698, et seq.

27 2. Public injunctive relief in the form of an Order enjoining Defendants from continuing to
28 violate the California Labor Code in the manner alleged herein

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- 3. Attorneys' fees
- 4. Costs
- 5. Other relief the court deems proper

Date: June 26, 2025

FRONTIER LAW CENTER

/s/ Manny Starr
Manny Starr
Attorney for Plaintiff
Michael Valdivieso