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KING COUNTY
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CASE #: 26-2-34738-7 SEA

**STATE OF WASHINGTON
KING COUNTY SUPERIOR COURT**

STATE OF WASHINGTON,

Plaintiff,

v.

SEATTLE ACADEMY LLC,
BELLEVUE CHILDCARE LLC,
BOTHELL ACADEMY LLC,
GREENWOOD ACADEMY LLC,
KENMORE ACADEMY LLC, MILL
CREEK ACADEMY LLC, REDKIRK
ACADEMY LLC, d/b/a Academies,

Defendants.

NO.

COMPLAINT

I. INTRODUCTION

1.1. The State of Washington (the State), by and through its attorneys, Attorney General Nicholas W. Brown and Worker Rights Unit Chief Marsha Chien, filed this action against Defendants Seattle Academy LLC, Bellevue Childcare LLC, Bothell Academy LLC, Greenwood Academy LLC, Kenmore Academy LLC, Mill Creek Academy LLC, and Redkirk Academy LLC, hereinafter referred to as “Academies,” to enforce Washington’s non-compete law, RCW 49.62.070.

1.2. This case seeks to remedy the Academies’ policy and practice of prohibiting its employees who earn less than twice the applicable minimum wage from having an additional job. Specifically, the Academies prohibited its employees from working as caregivers after-hours and

1 on weekends for families enrolled or previously enrolled at the Academies.

2 1.3. The State brings this action to secure injunctive relief requiring the Academies stop
3 its unlawful practices, and to provide monetary and equitable relief to the Washingtonians who
4 were harmed by the Academies' unlawful actions.

5 **II. PARTIES**

6 2.1 Plaintiff is the State of Washington.

7 2.2 The Attorney General is authorized to commence this action pursuant to
8 RCW 43.10.030(1) and RCW 43.62.080(1).

9 2.3 Defendants Academies is a related group of seven franchises, all of which are
10 registered and doing business in Washington. Each are "employers" within the meaning of
11 RCW 49.62.010(2).

12 2.4 The Academies operate seven childcare centers in Washington across King and
13 Snohomish counties under the Kiddie Academy brand name.

14 2.5 The State alleges Academies violated RCW 49.62.070 by maintaining a policy or
15 practice of unlawfully prohibiting employees who earn less than twice the applicable minimum
16 wage from having an additional job.

17 **III. JURISDICTION AND VENUE**

18 3.1 This court has jurisdiction over this matter pursuant to RCW 2.08.010,
19 RCW 49.60.030(2).

20 3.2 Pursuant to RCW 4.12.020(3) and RCW 4.12.025(1) and (3), venue properly lies
21 in King County, Washington as the violations alleged in this Complaint arose in whole or in part
22 in King County, the Academies transact business in King County, and the Academies employees
23 performed work in King County.

IV. FACTUAL ALLEGATIONS

4.1 The Academies operate seven Kiddie Academy franchises in the Seattle area. Kiddie Academy is a national childcare provider with sixteen different locations in Washington.

4.2 Across those seven locations, the Academies has employed more than a thousand workers. The Academies pays its childcare employees \$22-23 per hour, while prohibiting its childcare workers from earning extra money off-the-clock.

4.3 Specifically, the Academies provided employees with an Employee Handbook on their first day that requires the worker's signature upon receipt. From June 2018 until April 2026, the Employee Handbook included a list of "offenses that may result in immediate termination," including "[m]aking statements that could result in a loss of Kiddie Academy's goodwill."

4.4 Additionally, the Employee Handbook contained a "Freelance work/non-competition" section, which stated: "While we do not object to 'moonlighting,' we do have specific guidelines, which must be followed." One of the guidelines listed was, in fact, a broad prohibition: "[O]utside work must not create . . . conflicts of interest (including, but not limited to providing care outside of company's scheduled care to current or recently disenrolled families)."

4.5. In April 2026, the Academies revised the Employee Handbook, but its prohibition on moonlighting was substantively unchanged. The April 2026 Employee Handbook still heavily discouraged (if not, effectively prohibited) childcare workers from after-hours care work. Specifically, it stated: "Employees may not use their position at the Company, or relationships developed through the Company, to solicit or provide babysitting, nanny services, transportation, tutoring, care in an employee's home, care in a family's home, or other side services for current enrolled families, or for families the employee came to know through the Company, unless specifically authorized in writing by Company President."

4.6 While the April 2026 Employee Handbook suggested employees *may* obtain secondary employment (if they go several levels above their management chain and receive approval from the Company President), other evidence confirmed the Academies’ policy is still – in practice – a blanket prohibition on babysitting whether with current or former Academies families.

4.7 For example, families with children enrolled at the Academies confirmed that several childcare employees were fearful when discussing caregiving opportunities off-hours. The Academies Parent Handbook, which all families receive upon enrollment, states:

Outside Babysitting Services

Upon hire, our staff members agree not to accept offers for babysitting engagements from families who have a child enrolled at the Academy. This includes families seeking to hire a Kiddie Academy staff member on a full-time basis or to babysit or transport children in their personal vehicles. Because of this policy, we ask that all families refrain from asking staff members to enter into such an arrangement.

4.7 Likewise, Academies managers frequently reminded staff that babysitting is prohibited at trainings across different locations and in written communications. In an April 2026 staff newsletter, for example, an Academies' Assistant Director included the statement below:

“Babysitting Reminder: Please note that babysitting children in the academy and offering babysitting services to our families is against our policy. This is in the handbook signed by all employees upon hire.”

4.8 Many of the Academies employees needed to supplement their income, yet were prohibited from moonlighting. The employees forwent opportunities to earn additional income.

V. CAUSES OF ACTION

5.1 The State adopts the allegations listed above and incorporates them herein as if set forth in full.

1 **FIRST CAUSE OF ACTION**

2 **(Violation of the Non-Compete Law)**

3 5.2 RCW 49.62.070 prohibits an employer from restricting, restraining, or
4 prohibiting an employee earning less than twice the applicable state minimum hourly wage from
5 having an additional job, supplementing their income by working for another employer, working
6 as an independent contractor, or being self-employed.

7 5.3 By the actions described above, Academies restricted its employees from
8 providing caregiving services to current or formerly enrolled families in violation of
9 RCW 49.62.070.

10 **SECOND CAUSE OF ACTION**

11 **(Violation of the Silenced No More Act)**

12 5.4 RCW 49.44.211 prohibits an employer from requiring employees to enter into an
13 agreement that prohibits the disclosure of conduct that the employee reasonably believes to be
14 illegal discrimination, illegal harassment, illegal retaliation, a wage and hour violation, or sexual
15 assault, or that is recognized as against a clear mandate of public policy.

16 5.5 By the actions described above, Academies required its employees enter into
17 agreements that would prevent an employee from discussing conduct in violation of
18 RCW 49.44.211.

19 **VI. PRAYER FOR RELIEF**

20 WHEREFORE, Plaintiff State of Washington prays that the Court:

21 6.1. Adjudge and decree that Academies engaged in the conduct complained herein;

22 6.2 Adjudge and decree that Academies' conduct violated the Non-Compete Law,
23 RCW 49.62.070.

24 6.3 Adjudge and decree that Academies' conduct violated the Silenced No More Act,
25 RCW 49.44.211.

1 6.4 Issue a permanent injunction enjoining and restraining Academies and its
2 representatives, successors, assigns, officers, agents, servants, employees, and all other persons
3 acting or claiming to act for, on behalf of, or in active concert or participation with Academies
4 from engaging in the unlawful conduct complained herein;

5 6.5 Award restitution, damages, or other appropriate monetary relief, in an amount
6 to be proven at trial.

7 6.6. Impose a statutory penalty of up to \$5,000 for each and every violation of the
8 non-compete law pursuant to RCW 49.62.080.

9 6.7 Award the State the costs of suit including reasonable attorneys' fees;

10 6.8 Award any other appropriate remedy authorized by law.

11
12 DATED this 22nd day of October 2026.

13 NICHOLAS W. BROWN
14 Attorney General

15 s/ Marsha Chien

16 MARSHA CHIEN, WSBA #47020

17 Worker Rights Unit Chief

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DATED this 22nd day of October 2026, at Seattle, Washington.

s/ Victoria Barbaglia
VICTORIA BARBAGLIA
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