

March 16, 2026

Sent Via Certified Mail and Electronic Submission

Labor and Workforce Development Agency

1515 Clay Street, Suite 801
Oakland, CA 94612
PAGAfilings@lwda.ca.gov

AND

Insight School of California

50 Moreland Rd.
Simi Valley, CA 93065

California Virtual Academy at Los Angeles

50 Moreland Rd.
Simi Valley, CA 93065

c/o Registered Agent for Service of Process

Kimberly Odom
50 Moreland Rd.
Simi Valley, CA 93065

Re: Notice of Labor Code Violations and Intent to Seek Civil Penalties Pursuant to the Private Attorneys General Act of 2004, Cal. Labor Code §§ 2698, et seq. – Aggrieved Employee: Lyla Rodriguez

Dear Administrator and Employer:

Pursuant to California Labor Code § 2699.3(a), this letter constitutes written notice to the Labor and Workforce Development Agency (the “Agency” or “LWDA”) and to Insight School of California and California Virtual Academy at Los Angeles (collectively, “Defendants” or “Employers”) of the specific provisions of the California Labor Code that the Employers have violated with respect to Lyla Rodriguez (“Ms. Rodriguez” or “Aggrieved Employee”) and the facts and theories supporting the alleged violations. This notice is a prerequisite to pursuing civil penalties under the Private Attorneys General Act of 2004, Labor Code §§ 2698 et seq. (“PAGA”), and is submitted by Rotem Tamir, Esq., of Bluestone Law, counsel for Ms. Rodriguez.

This notice is timely filed within one year of the date of the violations described herein. See Labor Code § 2699.3(a)(1). The Aggrieved Employee reserves all rights to amend or supplement this notice as additional facts are developed through investigation or discovery.

I. PARTIES

The Aggrieved Employee, Lyla Rodriguez, is an individual who was employed by Insight School of California and California Virtual Academy at Los Angeles from approximately September 2022 until her termination on or around May 19, 2025. During that period, Ms. Rodriguez performed work as a

Bilingual RAISE Engagement Coach, working remotely from her home in California. Ms. Rodriguez is a non-exempt employee within the meaning of the California Labor Code and applicable Industrial Welfare Commission Wage Orders, and at all relevant times was entitled to the full protections afforded by California law.

Insight School of California is a tuition-free online public charter school serving high school students throughout California. California Virtual Academy at Los Angeles is a related entity operating at the same address and, upon information and belief, shared in the direction, control, and supervision of Ms. Rodriguez and other non-exempt employees during the relevant period. At all relevant times, Insight School of California and California Virtual Academy at Los Angeles acted as joint employers or as alter egos of one another within the meaning of Labor Code § 2699(b), and each was an “employer” as that term is used in the California Labor Code and applicable IWC Wage Orders. Together, Defendants employed state-credentialed teachers and staff who delivered interactive instruction through a comprehensive curriculum aligned to California academic standards and also provided specialized support services for English Learners, students with disabilities, and at-risk students. At all relevant times, Defendants employed one or more individuals in California.

II. BACKGROUND FACTS

On or around September 2022, Ms. Rodriguez commenced her employment with Defendants as a Bilingual RAISE Engagement Coach. Her scheduled hours were Monday through Friday, 8:00 a.m. to 5:00 p.m., and she was compensated at an hourly rate of \$21.53 per hour, later increased to \$23.38 per hour in or around 2024 in recognition of her performance and the critical nature of her role. Ms. Rodriguez reported directly to ELD Coordinator [REDACTED] and received additional oversight from Head of School [REDACTED].

Ms. Rodriguez was responsible for performing bilingual duties for Defendants’ school operations. Her job responsibilities included meeting with students virtually to provide academic support, developing student support plans, conducting outreach to families, maintaining student documentation and tracking systems, and translating parent-facing resources. Because Ms. Rodriguez was the only bilingual employee, she was routinely and constantly pulled away from her own assigned work throughout the day to assist coworkers and supervisors with translation, interpretation of calls, and support for Spanish-speaking families and students.

As a direct consequence of this excessive and unmanageable workload, Ms. Rodriguez was unable to take legally mandated meal or rest breaks during her scheduled shift, was required to perform substantial work off the clock each evening, and was denied reimbursement for significant work-related expenses. These conditions persisted throughout virtually the entirety of her nearly three-year tenure. Defendants had actual knowledge of the conditions giving rise to these violations. On or around May 19, 2025, shortly after Ms. Rodriguez formally documented her concerns regarding the volume of work she was expected to perform, Defendants terminated her employment.

III. SPECIFIC LABOR CODE VIOLATIONS

A. Failure to Provide Meal Periods (Labor Code §§ 226.7, 512; IWC Wage Order No. 4-2001, § 11)

California Labor Code § 512(a) requires 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

thirty minutes, in which the employee is relieved of all duty. Labor Code § 226.7(b) prohibits employers from requiring employees to work during a meal period and mandates payment of one additional hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided. IWC Wage Order No. 4-2001, § 11 independently imposes the same requirements.

Throughout her employment from September 2022 through May 19, 2025, Ms. Rodriguez was denied legally required meal periods on a routine, systematic, and near-daily basis. She almost never received a full uninterrupted thirty-minute meal break during her nearly three years of employment. The constant demands placed on Ms. Rodriguez as Defendants' sole bilingual employee left her with no meaningful opportunity to step away from her duties for the required period. Defendants never implemented any system or mechanism to track whether Ms. Rodriguez was receiving her required meal periods, and no supervisor at any point during her employment ever followed up with her to confirm she was able to take them. Defendants never paid Ms. Rodriguez any meal period premium compensation at any point during her employment.

The severity of this violation is illustrated by an injury sustained by Ms. Rodriguez in or around January 2024. On that occasion, Ms. Rodriguez had worked through the first half of her shift without any breaks. With a team meeting only minutes away, she rushed to her kitchen to prepare food so she could eat during the call. In her haste, she sliced off a portion of the tip of her left thumb. Ms. Rodriguez wrapped the wound and joined the Zoom meeting on time. During the meeting, she informed ELD Coordinator [REDACTED] that she had injured herself while rushing to prepare food because she had not had time to take a meal break. Despite receiving direct notice of this injury and its cause, Insight took no corrective action whatsoever.

These violations occurred on each and every workday throughout Ms. Rodriguez's employment, and constitute a pattern of willful violations of Labor Code §§ 226.7 and 512 and the applicable Wage Order, subjecting Defendants to civil penalties under PAGA for each aggrieved employee for each pay period in which a violation occurred.

B. Failure to Authorize and Permit Rest Periods (Labor Code § 226.7; IWC Wage Order No. 4-2001, § 12)

California Labor Code § 226.7 requires employers to authorize and permit employees to take rest periods at the rate of ten minutes of net rest time for every four hours worked, or major fraction thereof. IWC Wage Order No. 4-2001, § 12 independently imposes the same requirement. An employer who fails to provide a compliant rest period must pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that a rest period is not provided.

Throughout her entire tenure with Defendants from September 2022 through May 19, 2025, Ms. Rodriguez never received a single ten-minute rest break. Defendants never authorized or permitted rest periods at any point during her employment. Critically, Defendants never informed Ms. Rodriguez that she was entitled to rest breaks under California law. Ms. Rodriguez was entirely unaware of her right to rest periods throughout her employment. The unrelenting demands of her position as the sole bilingual employee meant that she was unable to disengage from her duties for even ten minutes during the workday. Defendants never paid Ms. Rodriguez any rest period premium compensation at any point during her employment.

These violations occurred on each and every workday throughout Ms. Rodriguez's employment. Defendants' complete failure to authorize or even inform Ms. Rodriguez of her entitlement to rest breaks for nearly three years demonstrates willful disregard for mandatory labor protections.

C. Failure to Pay All Wages Earned, Including Overtime (Labor Code §§ 204, 510, 1194; IWC Wage Order No. 4-2001, §§ 3, 4)

California Labor Code § 510(a) requires that all hours worked in excess of eight in one workday, or in excess of forty in one workweek, be compensated at no less than one and one-half times the employee's regular rate of pay. Labor Code § 1194 provides employees a private right of action to recover unpaid minimum wages and overtime. Labor Code § 204 requires employers to pay all wages earned by their employees in accordance with the applicable pay period. IWC Wage Order No. 4-2001 imposes equivalent requirements.

Throughout her employment, Ms. Rodriguez regularly worked approximately eleven hours per day. She spent her scheduled eight-hour shift handling her own duties while simultaneously being interrupted throughout the day to assist coworkers and supervisors with bilingual tasks. Because so much of her workday was consumed by unscheduled bilingual support work, Ms. Rodriguez was consistently unable to complete her own assigned responsibilities during her paid shift. She accordingly worked approximately three additional unpaid hours each evening after her shift ended to finish her assigned work, including student communications, documentation updates, and compliance with tracker deadlines. Ms. Rodriguez also regularly attended parent meetings scheduled at 6:00 p.m. to accommodate working families, which fell entirely outside her paid hours.

Defendants had actual, direct, and documented knowledge that Ms. Rodriguez was performing substantial work outside her scheduled hours. As early as September 2023, Defendants acknowledged in a formal written notice that Ms. Rodriguez was sending work-related emails in the middle of the night and in the early morning hours. Rather than compensate her for this time or take any steps to reduce her workload to manageable levels, Defendants' ELD Coordinator Holly Rodriguez instead instructed Ms. Rodriguez to use an email scheduling tool so that her messages would appear to have been sent during normal business hours. Ms. Rodriguez's supervisor admitted during this instruction that she employed the same practice herself. Defendants' deliberate decision to conceal the evidence of off-the-clock work rather than compensate Ms. Rodriguez for it demonstrates a willful and knowing violation of California wage payment obligations.

Ms. Rodriguez's paystubs confirm the scope of Defendants' violations. Across the entirety of calendar years 2022 and 2023, Defendants paid Ms. Rodriguez zero overtime compensation. Across all of calendar year 2024, Defendants' payroll records reflect a total of approximately four hours of overtime compensation for the entire year. This near-total absence of overtime pay for an employee who regularly worked eleven-hour days is facially irreconcilable with California law.

These violations constitute failures to pay all wages earned in violation of Labor Code §§ 204, 510, and 1194 on each pay period throughout Ms. Rodriguez's employment.

D. Failure to Provide Accurate Itemized Wage Statements (Labor Code § 226)

California Labor Code § 226(a) requires employers to furnish each employee with an accurate, itemized written statement with every payment of wages showing, among other things, the total hours worked by

the employee, the applicable hourly rates in effect during the pay period, gross wages earned, and all applicable deductions. Labor Code § 226(e) provides that an employee who suffers injury as a result of a knowing and intentional failure to comply with § 226(a) is entitled to recover the greater of actual damages or specified statutory penalties.

Throughout Ms. Rodriguez's employment, Defendants consistently issued wage statements that failed to accurately reflect the total hours she actually worked. Ms. Rodriguez regularly worked approximately eleven hours per day, yet her wage statements recorded only eight hours of regular time per shift with virtually no overtime. The statements Defendants provided did not account for the substantial off-the-clock work Ms. Rodriguez performed each evening or the parent meetings she attended outside her scheduled hours. Because Defendants had actual knowledge that Ms. Rodriguez was working well beyond her recorded hours and affirmatively instructed her to conceal the practice, the systematic inaccuracy of these wage statements was knowing and intentional. Defendants' failure to issue accurate wage statements prevented Ms. Rodriguez from identifying the full extent of unpaid compensation she was owed and constitutes a violation of Labor Code § 226 for each pay period throughout her employment.

E. Failure to Reimburse Necessary Business Expenses (Labor Code § 2802)

California Labor Code § 2802(a) requires employers to indemnify employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of the employee's obedience to the directions of the employer. This obligation is broadly construed and covers any expense that is a direct and foreseeable consequence of the employee's performance of assigned job duties. See *Cochran v. Schwan's Home Service, Inc.* (2014) 228 Cal.App.4th 1137.

Throughout her nearly three years of remote employment, Ms. Rodriguez incurred substantial, necessary business expenses for which Defendants never provided any reimbursement. First, Ms. Rodriguez was required to use her personal cell phone and personal internet connection on a daily basis to perform all of her job duties. As a fully remote employee, her cell phone and internet service were indispensable tools of her employment, and she used them every workday for nearly three years. Second, Ms. Rodriguez's position required her to travel using her personal vehicle throughout the school year within and between assigned geographic areas to support students, attend meetings, proctor state examinations, and participate in school activities. Defendants never reimbursed Ms. Rodriguez for any portion of her cell phone costs, internet expenses, or vehicle mileage at any point during her employment, despite being aware that she was incurring these expenses in the performance of her assigned duties.

These failures to reimburse occurred on a continuing basis throughout Ms. Rodriguez's employment and constitute violations of Labor Code § 2802 for each applicable pay period.

F. Failure to Pay All Wages Due Upon Separation (Labor Code §§ 201-203)

California Labor Code § 201(a) requires that when an employer discharges an employee, all wages earned and unpaid at the time of discharge are due and payable immediately. Labor Code § 203(a) provides that if an employer willfully fails to pay, without abatement or reduction, in accordance with § 201, any wages of an employee who is discharged, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced, but not to exceed thirty days.

Upon Ms. Rodriguez's termination on or around May 19, 2025, Defendants failed to pay all wages then earned and due. At the time of her termination, Ms. Rodriguez was owed substantial unpaid wages, including: (1) meal period premium compensation for the systematic denial of uninterrupted meal breaks throughout nearly three years of employment; (2) rest period premium compensation for the complete failure to authorize or permit rest periods at any point during her employment; (3) unpaid overtime wages for the approximately three additional hours she worked each day beyond her scheduled shift; (4) unpaid straight-time wages for off-the-clock work performed each evening and during parent meetings; and (5) unreimbursed business expenses for cell phone usage, internet connectivity, and vehicle mileage incurred over nearly three years of remote employment. Defendants' awareness of these outstanding obligations at the time of termination, combined with its pattern of deliberate noncompliance, establishes that Defendants' failure to pay was willful, thereby triggering the waiting time penalty provisions of Labor Code § 203.

IV. CIVIL PENALTIES SOUGHT PURSUANT TO PAGA

Pursuant to Labor Code § 2699(f), for all provisions of the Labor Code that do not otherwise specify a civil penalty, the civil penalty for an initial violation is one hundred dollars (\$100) per aggrieved employee per pay period, and two hundred dollars (\$200) per aggrieved employee per pay period for each subsequent violation. Where a Labor Code provision specifies its own civil penalty, that penalty applies. In addition, pursuant to Labor Code § 2699(g)(1), an aggrieved employee who prevails in a PAGA action shall be entitled to an award of reasonable attorney's fees and costs.

Ms. Rodriguez, acting in her capacity as an aggrieved employee and as a proxy of the State of California, seeks to recover all available civil penalties on behalf of herself and all other current and former non-exempt employees of Defendants employed in California at any time within the applicable statutory period who suffered the violations described herein, including without limitation civil penalties arising from the following:

- (1) Civil penalties for each pay period during which Defendants failed to provide compliant meal periods, pursuant to Labor Code §§ 226.7, 512, and 2699;
- (2) Civil penalties for each pay period during which Defendants failed to authorize and permit rest periods, pursuant to Labor Code §§ 226.7 and 2699;
- (3) Civil penalties for each pay period during which Defendants failed to pay all wages earned, including overtime, pursuant to Labor Code §§ 204, 510, 1194, and 2699;
- (4) Civil penalties for each pay period during which Defendants failed to furnish accurate itemized wage statements, pursuant to Labor Code §§ 226 and 2699;
- (5) Civil penalties for each pay period during which Defendants failed to reimburse necessary business expenses, pursuant to Labor Code §§ 2802 and 2699; and
- (6) Civil penalties for Defendants' willful failure to pay all wages due upon termination, pursuant to Labor Code §§ 201, 203, and 2699.

The Aggrieved Employee expressly reserves the right to amend this notice to include additional Labor Code violations, additional aggrieved employees, and additional periods as facts are developed through investigation or discovery. Nothing herein shall be construed to limit the scope of the PAGA claim that may ultimately be filed.

V. NOTICE OF INTENT TO FILE CIVIL ACTION

This written notice is being provided to both the LWDA and to Insight School of California and California Virtual Academy at Los Angeles simultaneously, in accordance with Labor Code § 2699.3(a)(1). The LWDA has sixty-five (65) calendar days from the postmark date of this notice to notify the Aggrieved Employee whether it intends to investigate the alleged violations. If the Agency provides timely notice of its intent to investigate, the Aggrieved Employee will delay commencing a civil action for an additional period of 120 days from the date of the LWDA's notice. If the Agency does not respond within the 65-day period, or if the Agency declines to investigate, the Aggrieved Employee may commence a civil action pursuant to Labor Code § 2699(a) without further delay.

In the event the Aggrieved Employee files a PAGA civil action, she will seek, on behalf of herself and all other aggrieved employees: (1) all available civil penalties under the Labor Code; (2) reasonable attorney's fees and costs pursuant to Labor Code § 2699(g)(1); (3) any and all other relief available at law or in equity.

The undersigned counsel is prepared to provide any additional information the LWDA requires in connection with its review of this notice. Please direct any correspondence to:

Rotem Tamir, Esq.

Bluestone Law

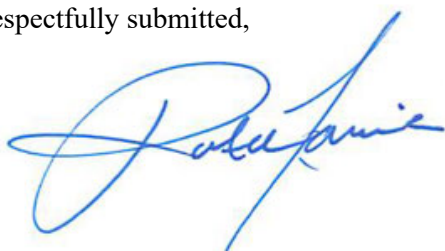
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Respectfully submitted,



Rotem Tamir