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Assigned for all purposes

Judge David Hoffer

CX-103

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ORANGE

KATHRYNNE SIERRA, on behalf of the
State of California, as a private attorney
general,

Plaintiff,

vs.

CURRICULUM ASSOCIATES, LLC, a
Limited Liability Company; and DOES 1
through 50, inclusive,

Defendants.

Case No. 30-2026-01575276-CU-OE-CXC

REPRESENTATIVE ACTION
COMPLAINT FOR:

1. Civil Penalties Pursuant to Labor Code
§ 2699 for violations of Labor Code
§§ 204, 210, 226(a), 226.7, 246, 510, 512,
558(a)(1)(2), 1194, 1197, 1197.1, 1198,
1198.5, California Code of Regulations,
Title 8, Section 11040, Subdivision
5(A)-(B), and the applicable Wage
Order(s).

1 Plaintiff Kathrynne Sierra (“PLAINTIFF”), on behalf of the people of the State of
2 California and as an “aggrieved employee” acting as a private attorney general under the
3 Labor Code Private Attorney General Act of 2004, § 2699, (“PAGA”) only, alleges on
4 information and belief, except for her own acts and knowledge which are based on personal
5 knowledge, the following:

6 **INTRODUCTION**

7 1. PLAINTIFF brings this action against defendant Curriculum Associates, LLC
8 (referred to as “DEFENDANT”) seeking only to recover PAGA civil penalties on behalf of all
9 current and former aggrieved employees that worked for DEFENDANT. PLAINTIFF does **not**
10 **seek to recover anything other than penalties as permitted by California Labor Code §**
11 **2699**. To the extent that statutory violations are mentioned for wage violations, PLAINTIFF
12 does not seek underlying general and/or special damages for those violations, but simply the
13 civil penalties permitted by California Labor Code § 2699.

14 2. California has enacted the PAGA which permits PLAINTIFF to bring an action
15 for PAGA penalties *only*, which is the precise and sole nature of this action.

16 3. Accordingly, PLAINTIFF seeks to obtain all applicable relief for
17 DEFENDANT’s violations under PAGA and solely for the relief as permitted by PAGA – that
18 is, penalties and any other relief the Court deems proper pursuant to the PAGA. Nothing in this
19 complaint should be construed as attempting to obtain any relief that would not be available in
20 a PAGA-only action.

21 4. PLAINTIFF is not suing in her individual capacity; she is proceeding
22 herein solely under the PAGA, on behalf of the State of California for all aggrieved employees.
23 Nothing in this complaint should be construed as PLAINTIFF suing in her individual capacity.

24 **THE PARTIES**

25 5. Curriculum Associates, LLC (“DEFENDANT”) is a limited liability company that
26 at all relevant times mentioned herein conducted and continues to conduct substantial business
27 in California.
28

1 6. DEFENDANT provides K-12 educational assessment, instruction, and support
2 services in California.

3 7. PLAINTIFF is currently employed by DEFENDANT in California. PLAINTIFF's
4 employment with DEFENDANT started in August of 2023. PLAINTIFF has been at all times
5 classified by DEFENDANT as a non-exempt employee, paid on an hourly basis, and entitled
6 to the legally required meal and rest periods and payment of minimum and overtime wages due
7 for all time worked.

8 8. PLAINTIFF, and such persons that may be added from time to time who satisfy
9 the requirements and exhaust the administrative procedures under the Private Attorney General
10 Act, brings this Representative Action on behalf of the State of California with respect to all
11 individuals who are or previously were employed by DEFENDANT in California, including any
12 employees staffed with DEFENDANT by a third party, and classified as non-exempt employees
13 ("AGGRIEVED EMPLOYEES") during the time period of February 18, 2025 until a date as
14 determined by the Court (the "PAGA PERIOD").

15 9. PLAINTIFF, on behalf of all AGGRIEVED EMPLOYEES presently or
16 formerly employed by DEFENDANT during the PAGA PERIOD, brings this representative
17 action pursuant to Labor Code § 2699 seeking fixed civil penalties for DEFENDANT's
18 violation of California Labor Code §§ 204, 210, 226(a), 226.7, 246, 510, 512, 558(a)(1)(2),
19 1194, 1197, 1197.1, 1198, 1198.5, California Code of Regulations, Title 8, Section 11040,
20 Subdivision 5(A)-(B), and the applicable Wage Order(s). Based upon the foregoing,
21 PLAINTIFF and all AGGRIEVED EMPLOYEES are aggrieved employees within the
22 meaning of Labor Code § 2699.

23 10. The true names and capacities, whether individual, corporate, subsidiary,
24 partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are
25 presently unknown to PLAINTIFF who therefore sues these Defendants by such fictitious
26 names pursuant to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this
27 Complaint to allege the true names and capacities of Does 1 through 50, inclusive, when
28

1 they are ascertained. PLAINTIFF is informed and believes, and based upon that information
2 and belief alleges, that the Defendants named in this Complaint, including DOES 1 through
3 50, inclusive, are responsible in some manner for one or more of the events and happenings
4 that proximately caused the injuries and damages hereinafter alleged.

5 11. The agents, servants and/or employees of the Defendants and each of them
6 acting on behalf of the Defendants acted within the course and scope of his, her or its
7 authority as the agent, servant and/or employee of the Defendants, and personally
8 participated in the conduct alleged herein on behalf of the Defendants with respect to the
9 conduct alleged herein. Consequently, the acts of each Defendant are legally attributable to
10 the other Defendants and all Defendants are jointly and severally liable to PLAINTIFF and
11 all the AGGRIEVED EMPLOYEES, for the loss sustained as a proximate result of the
12 conduct of the Defendants' agents, servants and/or employees.

13 14 THE CONDUCT

15 12. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT
16 was required to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for all their time
17 worked, meaning the time during which an employee is subject to the control of an
18 employer, including all the time the employee is suffered or permitted to work.
19 DEFENDANT requires PLAINTIFF and the AGGRIEVED EMPLOYEES to work without
20 paying them for all the time they are under DEFENDANT's control. Among other things,
21 DEFENDANT requires PLAINTIFF to work while clocked out during what is supposed to
22 be PLAINTIFF's off-duty meal break. PLAINTIFF was from time to time interrupted by
23 work assignments while clocked out for what should have been PLAINTIFF's off-duty meal
24 break. DEFENDANT, as a matter of established company policy and procedure,
25 administers a uniform practice of rounding the actual time worked and recorded by
26 PLAINTIFF and the AGGRIEVED EMPLOYEES, always to the benefit of DEFENDANT,
27 so that during the course of their employment, PLAINTIFF and the AGGRIEVED
28 EMPLOYEES are paid less than they would have been paid had they been paid for actual

1 recorded time rather than “rounded” time. As a result, PLAINTIFF and the AGGRIEVED
2 EMPLOYEES forfeit minimum wage, overtime wage compensation, and off-duty meal
3 breaks by working without their time being correctly recorded and without compensation at
4 the applicable rates. DEFENDANT’s policy and practice not to pay PLAINTIFF and the
5 AGGRIEVED EMPLOYEES for all time worked, is evidenced by DEFENDANT’s business
6 records.

7 13. State law provides that employees must be paid overtime and meal and rest
8 break premiums at one-and-one-half times their “regular rate of pay.” PLAINTIFF and the
9 AGGRIEVED EMPLOYEES are compensated at an hourly rate plus incentive pay that is
10 tied to specific elements of an employee’s performance.

11 14. The second component of PLAINTIFF’s and the AGGRIEVED
12 EMPLOYEES’ compensation is DEFENDANT’s non-discretionary incentive program that
13 paid PLAINTIFF and the AGGRIEVED EMPLOYEES incentive wages based on their
14 performance for DEFENDANT. The non-discretionary incentive program provided all
15 employees paid on an hourly basis with incentive compensation when the employees met the
16 various performance goals set by DEFENDANT. However, when calculating the regular
17 rate of pay in order to pay overtime and meal and rest break premiums to PLAINTIFF and
18 the AGGRIEVED EMPLOYEES, DEFENDANT failed to include the incentive
19 compensation as part of the employees’ “regular rate of pay” for purposes of calculating
20 overtime pay and meal and rest break premium pay. Management and supervisors described
21 the incentive program to potential and new employees as part of the compensation package.
22 As a matter of law, the incentive compensation received by PLAINTIFF and the
23 AGGRIEVED EMPLOYEES must be included in the “regular rate of pay.” The failure to
24 do so has resulted in a underpayment of overtime compensation and meal and rest break
25 premiums to PLAINTIFF and the AGGRIEVED EMPLOYEES by DEFENDANT.

26 15. As a result of their rigorous work schedules, PLAINTIFF and the
27 AGGRIEVED EMPLOYEES were from time to time unable to take thirty (30) minute off
28 duty meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF

1 and the AGGRIEVED EMPLOYEES were required from time to time to perform work as
2 ordered by DEFENDANT for more than five (5) hours during some shifts without receiving
3 a meal break. Further, DEFENDANT from time to time failed to provide PLAINTIFF and
4 AGGRIEVED EMPLOYEES with a second off-duty meal period for some workdays in
5 which these employees were required by DEFENDANT to work ten (10) hours of work.
6 DEFENDANT also engaged in the practice of rounding the meal period times to avoid
7 paying penalties to PLAINTIFF and the AGGRIEVED EMPLOYEES. PLAINTIFF and the
8 AGGRIEVED EMPLOYEES therefore forfeit meal breaks without additional compensation
9 and in accordance with DEFENDANT's corporate policy and practice.

10 16. During the PAGA PERIOD, PLAINTIFF and the AGGRIEVED
11 EMPLOYEES were also required from time to time to work in excess of four (4) hours
12 without being provided ten (10) minute rest periods. Further, these employees were denied
13 their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2)
14 to four (4) hours from time to time, a first and second rest period of at least ten (10) minutes
15 for some shifts worked of between six (6) and eight (8) hours from time to time, and a first,
16 second and third rest period of at least ten (10) minutes for some shifts worked of ten (10)
17 hours or more from time to time. PLAINTIFF and the AGGRIEVED EMPLOYEES were
18 also not provided with one hour wages in lieu thereof. Additionally, the applicable
19 California Wage Order requires employers to provide employees with off-duty rest periods,
20 which the California Supreme Court defined as time during which an employee is relieved
21 from all work related duties and free from employer control. In so doing, the Court held that
22 the requirement under California law that employers authorize and permit all employees to
23 take rest period means that employers must relieve employees of all duties and relinquish
24 control over how employees spend their time which includes control over the locations
25 where employees may take their rest period. Employers cannot impose controls that prohibit
26 an employee from taking a brief walk - five minutes out, five minutes back. Here,
27 DEFENDANT's policy restricted PLAINTIFF and the AGGRIEVED EMPLOYEES from
28 unconstrained walks and is unlawful based on DEFENDANT's rule which states

1 PLAINTIFF and the AGGRIEVED EMPLOYEES cannot leave the work premises during
2 their rest period.

3 17. During the PAGA PERIOD, DEFENDANT failed to accurately record and
4 pay PLAINTIFF and the AGGRIEVED EMPLOYEES for the actual amount of time these
5 employees worked. Pursuant to the Industrial Welfare Commission Wage Orders,
6 DEFENDANT was required to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for
7 all time worked, meaning the time during which an employee was subject to the control of
8 an employer, including all the time the employee was permitted or suffered to permit this
9 work. DEFENDANT required these employees to work off the clock without paying them
10 for all the time they were under DEFENDANT's control. As such, DEFENDANT knew or
11 should have known that PLAINTIFF and the AGGRIEVED EMPLOYEES were under
12 compensated for all time worked. As a result, PLAINTIFF and the AGGRIEVED
13 EMPLOYEES forfeited time worked by working without their time being accurately
14 recorded and without compensation at the applicable minimum wage and overtime wage
15 rates. To the extent that the time worked off the clock does not qualify for overtime
16 premium payment, DEFENDANT failed to pay minimum wages for the time worked off-
17 the-clock in violation of Cal. Lab. Code §§ 1194, 1197, and 1197.1.

18 18. From time to time, DEFENDANT also failed to provide PLAINTIFF and the
19 AGGRIEVED EMPLOYEES with complete and accurate wage statements which failed to
20 show, among other things, the correct gross and net wages earned. Cal. Lab. Code § 226
21 provides that every employer shall furnish each of his or her employees with an accurate
22 itemized wage statement in writing showing, among other things, gross wages earned and all
23 applicable hourly rates in effect during the pay period and the corresponding amount of time
24 worked at each hourly rate. PLAINTIFF and the AGGRIEVED EMPLOYEES were paid on
25 an hourly basis. As such, the wage statements should reflect all applicable hourly rates
26 during the pay period and the total hours worked, and the applicable pay period in which the
27 wages were earned pursuant to California Labor Code Section 226(a). The wage statements
28 DEFENDANT provided to PLAINTIFF and the AGGRIEVED EMPLOYEES failed to

1 identify such information. More specifically, the wage statements failed to identify the
2 accurate total hours worked each pay period. When the hours shown on the wage statements
3 were added up, they did not equal the actual total hours worked during the pay period in
4 violation of Cal. Lab. Code 226(a)(2). Aside, from the violations listed above in this
5 paragraph, DEFENDANT failed to issue to PLAINTIFF an itemized wage statement that
6 lists all the requirements under California Labor Code 226. As a result, DEFENDANT from
7 time to time provided PLAINTIFF and the AGGRIEVED EMPLOYEES with wage
8 statements which violated Cal. Lab. Code § 226.

9 19. Cal. Lab. Code § 204(d) provides, the requirements of this section shall be
10 deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if
11 the wages are paid not more than seven (7) calendar days following the close of the payroll
12 period. Cal. Lab. Code § 210 provides:

13 in [I]n addition to, and entirely independent and apart from, any other penalty provided
14 this article, every person who fails to pay the wages of each employee as provided in
15 Sections. . . .204. . . shall be subject to a civil penalty as follows: (1) For any initial
16 violation, one hundred dollars (\$100) for each failure to pay each employee; (2) For
each subsequent violation, or any willful or intentional violation, two hundred dollars
(\$200) for each failure to pay each employee, plus 25 percent of the amount
unlawfully withheld.

17 20. DEFENDANT from time to time failed to pay PLAINTIFF and the
18 AGGRIEVED EMPLOYEES within seven (7) days of the close of the payroll period in
19 accordance with Cal. Lab. Code § 204(d), including but not limited to the “Hourly” regular
20 wage payments.

21 21. DEFENDANT underpaid sick pay wages to PLAINTIFF and the
22 AGGRIEVED EMPLOYEES by failing to pay such wages at the regular rate of pay in
23 violation of Cal. Lab. Code Section 246. Specifically, PLAINTIFF and other non-exempt
24 employees earn non-discretionary remuneration, including, but not limited to, incentives,
25 shift differential pay, and bonuses. Rather than pay sick pay at the regular rate of pay,
26 DEFENDANT underpays sick pay to PLAINTIFF and the AGGRIEVED EMPLOYEES at
27 their base rates of pay.

28 22. Cal. Lab. Code Section 246(1)(2) requires that paid sick time for nonexempt

1 employees be calculated by dividing the employee's total wages, not including overtime
2 premium pay, by the employee's total hours worked in the full pay periods of the prior 90
3 days of employment.

4 23. DEFENDANT violated Cal. Lab. Code Section 246 by failing to pay sick pay
5 at the regular rate of pay. PLAINTIFF and the AGGRIEVED EMPLOYEES routinely
6 earned non-discretionary incentive wages which increased their regular rate of pay.
7 However, when sick pay was paid, it was paid at the base rate of pay for PLAINTIFF and
8 the AGGRIEVED EMPLOYEES, as opposed to the correct, higher regular rate of pay, as
9 required under Cal. Lab. Code Section 246.

10 11 **JURISDICTION AND VENUE**

12 24. This Court has jurisdiction over this Action pursuant to California Code of
13 Civil Procedure, Section 410.10.

14 25. Venue is proper in this Court pursuant to California Code of Civil Procedure,
15 Sections 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANT and
16 DEFENDANT (i) currently maintains and at all relevant times maintained offices and
17 facilities in this County and/or conducts substantial business in this County, and (ii)
18 committed the wrongful conduct herein alleged in this County against PLAINTIFF and other
19 AGGRIEVED EMPLOYEES.

20 21 **FIRST CAUSE OF ACTION**

22 **For Violation of the Private Attorneys General Act**

23 **[Cal. Lab. Code §§ 2698]**

24 **(By PLAINTIFF and Against All Defendants)**

25 26. PLAINTIFF realleges and incorporates by this reference, as though fully set
26 forth herein, the prior paragraphs of this Complaint.

27 27. PAGA is a mechanism by which the State of California itself can enforce state
28 labor laws through the employee suing under the PAGA who do so as the proxy or agent of

1 the state's labor law enforcement agencies. An action to recover civil penalties under
2 PAGA is fundamentally a law enforcement action designed to protect the public and not to
3 benefit private parties. The purpose of the PAGA is not to recover damages or restitution,
4 but to create a means of "deputizing" citizens as private attorneys general to enforce the
5 Labor Code. In enacting PAGA, the California Legislature specified that "it was ... in the
6 public interest to allow aggrieved employees, acting as private attorneys general to recover
7 civil penalties for Labor Code violations ..." Stats. 2003, ch. 906, § 1. Accordingly, PAGA
8 claims cannot be subject to arbitration.

9 28. PLAINTIFF, and such persons that may be added from time to time who
10 satisfy the requirements and exhaust the administrative procedures under the Private
11 Attorney General Act, brings this Representative Action on behalf of the State of California
12 with respect to all individuals who are or previously were employed by DEFENDANT in
13 California, including any employees staffed with DEFENDANT by a third party, and
14 classified as non-exempt employees ("AGGRIEVED EMPLOYEES") during the time
15 period of February 18, 2025 until a date as determined by the Court (the "PAGA PERIOD").

16 29. On February 18, 2026, PLAINTIFF gave written notice by electronic mail to
17 the Labor and Workforce Development Agency (the "Agency") and by certified mail to the
18 employer of the specific provisions of this code alleged to have been violated as required by
19 Labor Code § 2699.3. See Exhibit #1, attached hereto and incorporated by this reference
20 herein. The statutory waiting period for PLAINTIFF to add these allegations to the
21 Complaint has expired. As a result, pursuant to Section 2699.3, PLAINTIFF may now
22 commence a representative civil action under PAGA pursuant to Section 2699 as the proxy
23 of the State of California with respect to all AGGRIEVED EMPLOYEES as herein defined.

24 30. The policies, acts and practices heretofore described were and are an unlawful
25 business act or practice because DEFENDANT (a) failed to provide PLAINTIFF and the
26 AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly
27 record and provide legally required meal and rest periods, (c) failed to pay minimum wages,
28 and (d) failed to pay overtime wages and sick pay wages, all in violation of the applicable

1 Labor Code sections listed in Labor Code §§ 204, 210, 226(a), 226.7, 246, 510, 512,
2 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 1198.5, California Code of Regulations, Title 8,
3 Section 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s), and thereby gives
4 rise to civil penalties as a result of such conduct.¹ PLAINTIFF hereby seeks recovery of only
5 civil penalties as prescribed by the Labor Code Private Attorney General Act of 2004 as the
6 representative of the State of California for the illegal conduct perpetrated on other
7 AGGRIEVED EMPLOYEES.

8
9 **PRAYER FOR RELIEF**

10 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and
11 severally, as follows:

12 1. On behalf of the State of California and with respect to other AGGRIEVED
13 EMPLOYEES:

14 A) Recovery of civil penalties as prescribed by the Labor Code Private
15 Attorneys General Act of 2004; and,

16 B) An award of attorneys' fees and cost of suit, as allowable under the
17 law, including, but not limited to, pursuant to Labor Code §2699.

18 Dated: June 2, 2026 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
19

20 By: /s/ Norman Blumenthal
21 Norman B. Blumenthal
22 Kyle R. Nordrehaug
Nicholas J. De Blouw

23 **CENTURION TRIAL ATTORNEYS, APC**
24 Ryan Stygar (State Bar #332764)
8880 Rio San Diego Dr., Suite 800
San Diego, CA 92108

25 *Attorneys for Plaintiff*
26

27 _____
28 ¹Plaintiff specifically excludes and/or does not allege any claims under California Labor
Code §558(a)(3).

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EXHIBIT 1

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 CALLE CLARA

LA JOLLA, CALIFORNIA 92037

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WRITERS E-MAIL:
nick@bamlawca.com

WRITERS EXT:
1004

February 18, 2026
CA3738

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Curriculum Associates, LLC
Certified Mail #9589071052703647148439
CSC - LAWYERS INCORPORATING
SERVICE
BECKY DEGEORGE
2710 GATEWAY OAKS DRIVE, Suite
150N
SACRAMENTO, CA 95833

Re: Notice Of Violations Of California Labor Code Sections §§ 204, 210, 226(a), 226.7, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 1198.5, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), Violation of the applicable Industrial Welfare Commission Wage Order(s) brought Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

This letter serves as a written notice under California Labor Code Section 2699.3 on behalf of Kathrynne Sierra ("Plaintiff") and all other Aggrieved Employees of Curriculum Associates, LLC ("Defendant"). "Aggrieved Employees" refers to all individuals who are or previously were employed by Curriculum Associates, LLC in California, including any employees staffed with Curriculum Associates, LLC by a third party, and classified as non-exempt employees during the time period of February 18, 2025 until a date as determined by the Court ("PAGA Period").

Our offices represent Plaintiff and other Aggrieved Employees in a lawsuit against Defendant. Plaintiff has been employed by Defendant in California since October of 2020. Plaintiff has been at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock as described further below.

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Specifically, Plaintiff was employed by Defendant as an education consultant since October of 2020 working remotely in Trabuco Canyon, CA and at various schools in that area. Plaintiff performs her job duties consisting of giving presentations of the learning program Defendant offers and how the school could implement the learning program into their curriculum. These presentations can last up to six (6) hours. That doesn't include the set up and take down time needed for each presentation. Plaintiff also has to prepare for each presentation. Plaintiff also performed online trainings and online presentations for Defendant during the PAGA Period. As a result of this and the time consuming work of Plaintiff and other Aggrieved Employees, Plaintiff and other Aggrieved Employees have been subjected to numerous violations during their employment with Defendant.

First, Plaintiff from time to time has been unable to take rest breaks and takes many of her meal breaks late, after the 5th hour of work as a result of her strenuous job duties in violation of Cal. Labor Codes Section 226.7, 512 & 1198. Plaintiff has been rarely able to take rest breaks, and her meal breaks have been late, missed, or interrupted during the PAGA Period. While at a school to give her presentations, Plaintiff's meal breaks have also been interrupted. Teachers, principals, school district board members and/or superintendents who attend these presentations like to talk to Plaintiff during her meal breaks and ask her questions about Defendant's program. This prevented Plaintiff from taking her meal breaks. Further, on workdays where Plaintiff was not giving a presentation at a school, Plaintiff would spend many hours preparing for her presentations and online trainings. There are instances where Plaintiff needed to work through her meal and rest breaks to continue her research and preparation of the materials. Even though Defendant was aware of these issues surrounding Plaintiff's inability to take the legally required meal and rest breaks, Defendant chose to avoid paying the proper penalties to Plaintiff. Attached as **Exhibit #1** is the true and correct copy of Plaintiff's wage statement for the pay period from November 2, 2025 to November 15, 2025 showing no rest break premiums paid and no meal break premiums paid by Defendant for the year to date of 2025.

Additionally, Plaintiff alleges that Defendant failed to provide accurate wage statements to her, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Plaintiff and the Aggrieved Employees were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the proper overtime/minimum/and meal and rest break premium wages earned which the pay stubs did not. Defendant knowingly and intentionally failed to include all applicable rates and hours worked and the correct wages owed in violation of Cal. Lab. Code 226(a).

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Further, as a result of Plaintiff's job duties, there are work shifts during the PAGA Period where Plaintiff continues working even though she is supposed to be off the clock. As mentioned before, Plaintiff continues working through her meal breaks while at schools for presentations. Further, due to the necessary time consuming research and preparation for each presentation or online training, Plaintiff from time to time needs to start working prior to clocking in and after clocking out. Plaintiff's preparation for the presentations can take multiple hours because she has to learn about the school, the district, the demographic of kids within that district and school, the school's academic history, school ranking, and any other relevant information to ensure the presentation is effective. Some presentations are also done in Spanish as well. Those presentations can take even longer to prepare for because Spanish is not Plaintiff's first language. Plaintiff has spent considerably more time practicing and preparing for those presentations. However, Plaintiff has not been compensated for this off the clock work. These actions above resulted in unpaid minimum and overtime wages in violation of California Labor Code Sections 510, 1194, 1197, 1197.1, & 1198. Further, in violation of Labor Code §§ 204 and 210, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages, including the meal and rest break penalties described above.

Defendant also paid Plaintiff and other Aggrieved Employees non-discretionary incentive compensation wages during the PAGA Period in which Defendant failed to correctly include these payments into Plaintiff's regular rate for the purposes of calculating the correct overtime, meal and rest break violation pay, and sick pay and as a result violated Labor Code Sections 226.7, 246, 510 and 512. For example, during the PAGA Period Defendant paid Plaintiff a non-discretionary bonus ("**Bonus - Refer**" and "**Bonus - Spot**"). Defendant, however, failed to include these non-discretionary incentive wages into Plaintiff's regular rate, and as a result Plaintiff was not paid proper wages during the PAGA Period.

This notice is provided to enable Plaintiff to proceed with a Complaint against Defendant as authorized by California Labor Code section 2699. The lawsuit will consist of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims, and to procure civil penalties as provided by the Private Attorney General Statute of 2004 on behalf of Plaintiff and all Aggrieved Employees.

If you have any questions of concerns, please do not hesitate to contact me at the above number and email address.

Respectfully,
/s/ Nicholas De Blouw
Nicholas De Blouw, Esq.

EXHIBIT #1

Earnings Statement



CURRICULUM ASSOCIATES, LLC.
153 RANGEWAY RD
N. BILLERICA, MA 01862

Period Beginning: 11/02/2025
Period Ending: 11/15/2025
Pay Date: 11/21/2025

Filing Status:
Exemptions/Allowances:
Federal:

KATHRYNNE R SIERRA

Social Security Number:

Earnings	rate	hours	this period	year to date
Bonus - Refer			500.00	500.00
Reg				25,606.95
Ot				2,792.40
Internet				276.96
Sick				811.20
Gross Pay			\$500.00	29,987.51

Other Benefits and Information	this period	total to date
C A's 401K Mtch	17.50	1,030.98
Ytd 401K		2,061.98

Important Notes

COMPANY PH#:(978)313-1291

Deductions	Statutory		
	Federal Income Tax	-102.30	1,394.74
	Social Security Tax	-31.00	1,626.52
	Medicare Tax	-7.25	380.40
	CA State Income Tax	-47.57	1,131.95
	CA SDI Tax	-6.00	314.81
	Other		
	Roth	-35.00	2,061.98
	401K Deferral	-35.00*	2,061.98
	Pretax Health		3,753.37
	Net Pay	\$235.88	
	Checking 4	-235.88	
	Net Check	\$0.00	

BASIS OF PAY: HOURLY

Additional Tax Withholding Information

Taxable Marital Status:

CA:

Exemptions/Allowances:

CA:

* Excluded from federal taxable wages
Your federal taxable wages this period are \$465.00

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CURRICULUM ASSOCIATES, LLC.
153 RANGEWAY RD
N. BILLERICA, MA 01862

Advice number: 00000471345
Pay date: 11/21/2025

Deposited to the account of	account number	transit	ABA	amount
KATHRYNNE R SIERRA				\$235.88

THIS IS NOT A CHECK

NON-NEGOTIABLE