

COMMONWEALTH OF MASSACHUSETTS
SUPERIOR COURT DEPARTMENT
OF THE TRIAL COURT

SUFFOLK, ss.

CIVIL ACTION NO.:

MATTHEW SALISBURY, SADE
FREELAND, and JENNIFER ELSON, on
behalf of themselves and all others similarly
situated,

Plaintiffs,

v.

OXFORD STREET EDUCATION, LLC,
d/b/a THE CROFT SCHOOL, SCOTT
GIVEN, and MICHAEL GOLDSTEIN,

Defendants.

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CLASS ACTION COMPLAINT AND JURY DEMAND

I. INTRODUCTION

1. Employers in Massachusetts must pay their employees their full earned wages within six days of the pay period in which they worked. *See* The Massachusetts Wage Act (the “Wage Act”), G.L. c. 149 § 148. With respect to school teachers, the Wage Act provides that their compensation “shall be deemed to be fully earned at the end of the school year,” but they may be paid in equal installments throughout the year, such that teachers continue to receive pay when the school is on break during the summer.

2. Plaintiffs Matthew Salisbury, Sade Freeland, and Jennifer Elson are among a group of dedicated teachers and staff members at The Croft School in Jamaica Plain who have worked for the entire school year and earned all wages owed to them under their agreements with the School. Nevertheless, Defendant Oxford Street Education, LLC, d/b/a The Croft School has announced that it will close at the end of this school year and that Plaintiffs will not receive the

remainder of the wages that they earned over the course of the year. The Croft School's refusal to pay all earned wages to Plaintiffs and approximately forty other teachers and staff members at its Jamaica Plain location constitutes a clear violation of the Massachusetts Wage Act and deprives Plaintiffs of months of wages to which they are already entitled. It also constitutes a breach of Plaintiffs' employment contracts.

II. PARTIES

3. Defendant Oxford Street Education, LLC, d/b/a The Croft School, is an LLC organized under the laws of Delaware. Defendant's principal address is 21 Fox Hill Road, Wellesley Hills, Massachusetts.

4. Defendant Scott Given is a founder and former Chief Executive Officer of The Croft School and is an adult resident of Massachusetts. He is identified as a manager of Oxford Street Education, LLC. He has controlled, directed, and participated to a substantial degree in formulating and determining policy of The Croft School, including by signing the offer letters to Plaintiffs outlining their salary and benefits.

5. Defendant Michael Goldstein is a member of the Board of Directors of The Croft School and a manager of Oxford Street Education, LLC. He is an adult resident of Massachusetts. He is identified as a manager of Oxford Street Education, LLC, and is also a member of the school's Board. He has controlled, directed, and participated to a substantial degree in formulating and determining policy of The Croft School.

6. Plaintiff Matthew Salisbury is an adult resident of Massachusetts.

7. Plaintiff Sade Freeland is an adult resident of Massachusetts.

8. Plaintiff Jennifer Elson is an adult resident of Massachusetts.

III. JURISDICTION

9. This Court has jurisdiction over this matter pursuant to G.L. c. 149, §§ 148; 150 and G.L. c. 223A, §§ 2; 3.

10. Venue is proper pursuant to G.L. c. 223, § 1.

11. On June 3, 2026, Plaintiff Sade Freeland received authorization from the Massachusetts Office of the Attorney General, Fair Labor Division, to pursue her claims for unpaid paid wages on behalf of herself and of all other similarly situated employees.

IV. FACTS

12. Plaintiffs are teachers and staff members employed by The Croft School, a for-profit private school with a campus in Jamaica Plain.

13. Like many teachers in the Commonwealth, Plaintiffs contracted to earn an annual salary. In order to earn their full salary, they were required to work during the school's academic year, from approximately August 2025 to June 2026. However, The Croft School committed to pay Plaintiffs their annual salary in equal installments throughout the calendar year (i.e., August 29, 2025 to August 17, 2026).

14. In March 2026, the Board of Directors at The Croft School informed the community that Scott Given, the school's Chief Executive Officer, had been concealing the fact that the school was in over \$13 million of debt and had fabricated financial records to misrepresent the school's financial situation.

15. The school announced that it would close at the end of the academic year, which ends on June 12, 2026.

16. Plaintiffs have worked through the school year and thereby earned their full annual salaries and all wages that they were scheduled to receive over the summer. However, on June 3, 2026, the school issued a reduced paycheck for the last pay period of the academic year.

Plaintiffs were informed this was the “final” paycheck and was “prorated” because the last day of school, June 12, 2026, will fall three days before the end of that pay period. However, Plaintiffs are entitled to receive pay through the summer, as provided in their contracts, for the work they have already completed throughout the school year.

17. Plaintiffs were also informed that their employment benefits would terminate in June, rather than continuing for the duration of their contracts.

18. Defendants Scott Given and Michael Goldstein have served as officers or agents of The Croft School involved in formulating its policy and managing its finances, and are individually liable to Plaintiffs and the Class for violations of the Wage Act pursuant to G.L. c. 149, § 148.

V. CLASS ACTION ALLEGATIONS

19. Plaintiffs bring this Action individually, and on behalf of all other Members of the Class.

20. The Class is defined as follows:

All teachers and staff members of The Croft School in Jamaica Plain whose contracts provide for an annual salary to be paid beyond June 12, 2026, for work completed during the 2025-2026 academic year.

21. Class certification for this Massachusetts state law claim is appropriate under Rule 23 of the Massachusetts Rules of Civil Procedure because all of the requirements of Rule 23 are met.

22. The Class is so numerous that joinder of all Class Members is impracticable. Upon information and belief, there are approximately 40 affected employees at The Croft School’s Jamaica Plains campus.

23. There are questions of law and fact common to the Class, including whether Defendants' failure to pay Class Members in equal installments throughout the terms of their contracts violates the Wage Act as well as their employment contracts.

24. Plaintiffs' claims are typical of those of the Class Members. Their claims arise from the same challenged course of conduct by Defendants. Furthermore, the claims of the Plaintiffs are based on the same legal theories as the claims of the Class Members. The legal issues as to Defendants' violation of the Wage Act and of Class Members' employment contracts apply equally to Plaintiffs and to the Class.

25. Plaintiffs will fairly and adequately protect the interests of the Class. The claims of the Plaintiffs are not antagonistic to those of the Class and Plaintiffs have hired counsel skilled in the prosecution of class actions.

26. Common questions of law and fact predominate over questions affecting only individuals, and a class action is superior to other available methods for the fair and efficient adjudication of this controversy. This proposed class action is the superior method of adjudication because it presents few management difficulties, conserves the resources of the Parties and the court system, protects the rights of each Class Member, and maximizes recovery to the Plaintiffs and the Class.

VI. LEGAL CLAIMS

COUNT I: Violation of the Massachusetts Wage Act For Non-Payment of Wages By Plaintiffs and the Class

27. Plaintiffs reallege and incorporate herein the allegations contained in each and every other paragraph of this Complaint.

28. As contemplated by G.L. c. 149 § 148, The Croft School contracted with Plaintiffs and the Class to pay them in equal instalments throughout the year in exchange for

their work during the 2025-2026 academic year. A portion of the wages that Plaintiffs and the Class earned during the 2025-2026 academic year was to be paid over the course of the summer, after the academic year ends on June 12, 2026.

29. On June 3, 2026, The Croft School issued a final paycheck in a reduced amount, rather than paying Plaintiffs in equal installments for the remainder of their contracts.

Defendants thereby violated the Wage Act, which requires employers to pay teachers for work completed within six days unless they instead pay in equal installments over a 12-month period.

30. As a result of their failure to satisfy the conditions for deferring payment under the Wage Act, Defendants are liable to Plaintiffs and the Class for three times the amount of wages owed for the academic year that have not yet been paid, plus interest, costs, and attorneys' fees. *See* G.L. c. 149 § 150.

COUNT II: Breach of Contract

31. Plaintiffs reallege and incorporate herein the allegations contained in each and every other paragraph of this Complaint.

32. Plaintiffs and the Class entered into employment contracts with The Croft School that provided for pay and benefits through the end of the contract terms, which extend beyond the end of school year. The pay and benefits promised by the school are consideration for the work performed by Plaintiffs and the Class during the academic year.

33. The Croft School has announced that it will close on June 12, 2026, will not pay further wages after that date, and will not provide the promised benefits to Plaintiffs and the Class beyond June 30, 2026, in violation of the school's contracts with Plaintiffs and the Class.

VII. DEMAND FOR RELIEF

WHEREFORE, Plaintiff, and on behalf of themselves of all others similarly situated, requests that the Court:

- A. Certify this Action as a class action pursuant to G.L. c. 149 § 148;
- B. In the alternative, certify this case as a class action pursuant to Rule 23 of the Massachusetts Rules of Civil Procedure;
- C. Appoint Plaintiffs as Class Representatives;
- D. Appoint the undersigned as Class Counsel;
- E. Award Plaintiffs and the Class restitution, compensatory damages, and treble damages pursuant to G.L. c. 149 §§ 148; 150 for all unpaid wages and all lost benefits;
- F. Award Plaintiffs and the Class all pre-judgment and post-judgment interest on these damages pursuant to G.L. c. 149 §§ 148; 150;
- G. Award a service award to Plaintiffs;
- H. Award attorneys' fees and costs incurred by Plaintiffs in prosecuting this Action pursuant to G.L. c. 149 §§ 148; 150;
- I. Award Plaintiffs damages arising from The Croft School's breach of their employment contracts;
- J. Award such other relief as the Court deems just; and
- K. Enjoin Defendants from engaging in their willful and imminent violations of the Wage Act and from breaching their contractual obligations to Plaintiffs and the Class.

VIII. JURY DEMAND

Plaintiffs, on behalf of themselves and all others similarly situated, demand a trial by jury as to the allegations contained in this Complaint.

Dated: June 4, 2026

Respectfully submitted,

The Plaintiffs,
MATTHEW SALISBURY, SADE
FREELAND, and JENNIFER ELSON, on
behalf of themselves and all others similarly
situated,
By their Attorneys,

/s/ Matthew W. Thomson

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