SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU

Gabriel Topping, Madison De La Cruz, William Hubert, Parker Kendle, Christopher Lieu, DeAvin Rencher, Daniel Rovick, Ethan Rovick, and Maclaine Scher, on behalf of themselves and all others similarly situated, Plaintiffs, v. Drata Inc., Defendant.	**Index No.:** **<u>SUMMONS</u>** Plaintiffs designate Nassau County as the place of trial. The basis of this designation is by the parties' stipulation.

TO THE ABOVE-NAMED DEFENDANT:

You are hereby summoned and required to serve upon Plaintiffs' attorneys an answer to the complaint in this action within 20 days after the service of this summons, exclusive of the day of service, or within 30 days after service is complete if this summons is not personally delivered to you within the State of New York. In case of your failure to answer, judgment will be taken against you by default for the relief demanded in the complaint.

Venue is designated pursuant to C.P.L.R. § 509 by the parties' stipulation.

Dated: March 23, 2026
New York, NY

Respectfully submitted,

/s/ Melissa L. Stewart

Melissa L. Stewart
Amy Maurer
OUTTEN & GOLDEN LLP
685 Third Avenue, 25th Floor
New York, NY 10017
Telephone: (212) 245-1000

mstewart@outtengolden.com
amaurer@outtengolden.com

Maureen Salas*
Anne Kramer*
WERMAN SALAS P.C.
77 W Washington St, Ste 1402
Chicago, IL 60602
Tel: (312) 419-1008
Email: msalas@flsalaw.com
Email: akramer@flsalaw.com

Attorneys for Plaintiffs and the Putative Class and Collective

**pro hac vice motion forthcoming*

To: Drata Inc.

c/o
Summer Wynn
Partner
Cooley LLP
10265 Science Center Drive
San Diego, CA 92121-1117
+1 858 550 6030 office
+1 858 550 6420 fax
swynn@cooley.com

Donna C. Saadati-Soto
Cooley LLP
Wells Fargo Center, South Tower
355 South Grand Avenue, Suite 900
Los Angeles, CA 90071-1560
+1 213 561 3220 office
dsaadatisoto@cooley.com

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Gabriel Topping, Madison De La Cruz, William Hubert, Parker Kendle, Christopher Lieu, DeAvin Rencher, Daniel Rovick, Ethan Rovick, and Maclaine Scher, on behalf of themselves and all others similarly situated,

Plaintiff,

v.

Drata Inc.,

Defendant.

COMPLAINT

Index No.: ____________

CLASS AND COLLECTIVE ACTION COMPLAINT

Plaintiffs Madison De La Cruz, William Hubert, Parker Kendle, Christopher Lieu, DeAvin Rencher, Daniel Rovick, Ethan Rovick, Maclaine Scher, and Gabriel Topping (collectively, "Plaintiffs"), on behalf of themselves and all others similarly situated, by and through their attorneys Werman Salas P.C. and Outten & Golden LLP, bring this class and collective action complaint against Drata Inc. ("Defendant") and allege, upon personal knowledge, as follows:

NATURE OF THE ACTION

1. This lawsuit seeks to recover alleged unpaid overtime compensation and other damages for Plaintiffs and similarly situated individuals employed by Defendant as exempt-classified Sales Development Representatives (the "Sales Development Representatives").

2. Defendant employs Sales Development Representatives, such as Plaintiffs, to make sales to current and prospective business clients.

3. During the relevant period, Defendant classified Sales Development Representatives, including Plaintiffs, as exempt from federal and state overtime protections and has not paid Sales Development Representatives overtime wages.

4. The primary duties of Sales Development Representatives are non-exempt. Those primary duties do not vary significantly from one Sales Development Representative to another.

5. The primary duties of Sales Development Representatives do not fall under any of the exemptions under applicable federal or state overtime laws.

6. While employed by Defendant, Plaintiffs regularly worked more than 8 hours per day and more than 40 hours per workweek without receiving overtime compensation for the hours they worked. Throughout the relevant period, Defendant failed to pay Plaintiffs their earned overtime wages in violation of the Fair Labor Standards Act ("FLSA"), 29 U.S.C. §§ 201, *et seq*.; and the California Labor Code ("Cal. Lab. Code") and applicable Wage Orders and regulations, and the California Unfair Business Practices Law, Cal. Bus. & Prof. Code §§ 17200, *et seq*. (collectively, the "California Wage Laws").

7. Plaintiffs bring this action on behalf of themselves and all similarly situated current and former Sales Development Representatives who have worked for Defendant nationwide, pursuant to the FLSA and applicable state laws.

8. Plaintiffs seek permission to give notice of this action pursuant to 29 U.S.C. § 216(b) to all persons who work or have worked for Defendant as Sales Development Representatives.

9. Plaintiffs Christopher Lieu and Maclaine Scher ("Class Plaintiffs") also bring this action to recover damages for themselves and similarly situated current and former employees who worked for Defendant as Sales Development Representatives in California as a class action

pursuant to NY CPLR Article 9 to remedy Defendant's violations of the California Wage Laws regarding overtime compensation, wage statements and records, meal periods, rest breaks, timing of pay, and reimbursement of business expenses, as set forth herein.

10. Plaintiffs Christopher Lieu and Maclaine Scher ("PAGA Plaintiffs") provided written notice to the California Labor and Workforce Development Agency ("LWDA") of the legal claims and theories of this case pursuant to Cal. Lab. Code § 2699.3 on June 5, 2025 via the LWDA's PAGA Filing Portal. PAGA Plaintiffs provided written notice of their PAGA claim to Defendant via U.S. Certified Mail on June 5, 2025.

JURISDICTION & VENUE

11. This Court has subject matter jurisdiction pursuant to 29 U.S.C. § 216(b).

12. Defendant is subject to personal jurisdiction in New York because, among other reasons, it regularly transacts or transacted business in the State and has committed acts within the State that have caused injury to persons and/or property within the State.

13. This Court is empowered to issue a declaratory judgment pursuant to NY CPLR § 3001.

14. Venue is proper pursuant to NY CPLR § 501.

THE PARTIES

Plaintiffs

Plaintiff Gabriel Topping

15. Plaintiff Topping was employed by Defendant in Massachusetts from approximately April 2023 to March 2024.

16. Plaintiff Topping was an "employee" of Defendant within the meaning of the applicable statutes.

17. Plaintiff Topping regularly worked more than 40 hours in a workweek but was not paid for all hours he worked over 40.

18. A written consent form signed by Plaintiff Topping is attached as **Exhibit A**.

<u>Plaintiff Madison De La Cruz</u>

19. Plaintiff De La Cruz was employed by Defendant in Hawaii from approximately January 2022 to June 2023.

20. Plaintiff De La Cruz was an "employee" of Defendant within the meaning of the applicable statutes.

21. Plaintiff De La Cruz regularly worked more than 40 hours in a workweek but was not paid for all hours she worked over 40.

22. A written consent form signed by Plaintiff De La Cruz is attached as **Exhibit B.**

<u>Plaintiff William Hubert</u>

23. Plaintiff Hubert was employed by Defendant in Alabama from approximately January 2022 to October 2023.

24. Plaintiff Hubert was an "employee" of Defendant within the meaning of the applicable statutes.

25. Plaintiff Hubert regularly worked more than 40 hours in a workweek but was not paid for all hours he worked over 40.

26. A written consent form signed by Plaintiff Hubert is attached as **Exhibit C.**

<u>Plaintiff Parker Kendle</u>

27. Plaintiff Kendle was employed by Defendant in Texas from approximately January 2022 to October 2023.

28. Plaintiff Kendle was an "employee" of Defendant within the meaning of the applicable statutes.

29. Plaintiff Kendle regularly worked more than 40 hours in a workweek but was not paid for all hours he worked over 40.

30. A written consent form signed by Plaintiff Kendle is attached as **Exhibit D.**

Plaintiff Christopher Lieu

31. Plaintiff Lieu was employed by Defendant in California from approximately August 2022 to March 2024.

32. Plaintiff Lieu was an "employee" of Defendant within the meaning of the applicable statutes.

33. Plaintiff Lieu regularly worked more than 40 hours in a workweek but was not paid for all hours he worked over 40.

34. A written consent form signed by Plaintiff Lieu is attached as **Exhibit E.**

Plaintiff DeAvin Rencher

35. Plaintiff Rencher was employed by Defendant in Georgia from approximately March 2023 to November 2023.

36. Plaintiff Rencher was an "employee" of Defendant within the meaning of the applicable statutes.

37. Plaintiff Rencher regularly worked more than 40 hours in a workweek but was not paid for all hours he worked over 40.

38. A written consent form signed by Plaintiff Rencher is attached as **Exhibit F.**

Plaintiff Daniel Rovick

39. Plaintiff Daniel Rovick was employed by Defendant in Georgia from approximately October 2022 to August 2023.

40. Plaintiff Daniel Rovick was an "employee" of Defendant within the meaning of the applicable statutes.

41. Plaintiff Daniel Rovick regularly worked more than 40 hours in a workweek but was not paid for all hours he worked over 40.

42. A written consent form signed by Plaintiff Daniel Rovick is attached as **Exhibit G.**

Plaintiff Ethan Rovick

43. Plaintiff Ethan Rovick was employed by Defendant in Georgia from approximately October 2022 to June 2023 and in the District of Columbia from June 2023 to September 2023.

44. Plaintiff Ethan Rovick was an "employee" of Defendant within the meaning of the applicable statutes.

45. Plaintiff Ethan Rovick regularly worked more than 40 hours in a workweek but was not paid for all hours he worked over 40.

46. A written consent form signed by Plaintiff Ethan Rovick is attached as **Exhibit H.**

Plaintiff Maclaine Scher

47. Plaintiff Scher was employed by Defendant in California from approximately April 2022 to February 2024.

48. Plaintiff Scher was an "employee" of Defendant within the meaning of the applicable statutes.

49. Plaintiff Scher regularly worked more than 40 hours in a workweek but was not paid for all hours she worked over 40.

50. A written consent form signed by Plaintiff Scher is attached as **Exhibit I.**

Defendant Drata Inc.

51. Upon information and belief, Defendant is incorporated in Delaware and headquartered in San Diego, California.

52. Upon information and belief, Defendant has maintained control, oversight, and direction over its operations and employment practices nationwide.

53. At all times hereinafter mentioned, Defendant was Plaintiffs' "employer" within the meaning of all applicable statutes.

54. At all relevant times, Defendant maintained control, oversight, and direction over Plaintiffs and other Sales Development Representatives, including payroll and other employment practices that applied to them.

55. Plaintiffs allege that Defendant has applied the same employment policies, practices, and procedures to all Sales Development Representatives nationwide, including policies, practices, and procedures with respect to payment of overtime compensation.

56. Defendant's annual gross volume of business is not less than $500,000 within the meaning of 29 U.S.C. § 203(s)(A)(ii).

FLSA COLLECTIVE ACTION CLAIMS

57. Plaintiffs bring the First Cause of Action pursuant to the FLSA, 29 U.S.C. § 216(b), on behalf of themselves and all similarly situated persons who work or have worked for Defendant as Sales Development Representatives nationwide during the period of June 11, 2021 through September 1, 2025 (hereinafter referred to as the "FLSA Collective").

58. Upon information and belief, there are dozens of current and former Sales Development Representatives who are similarly situated to Plaintiffs and were not paid overtime compensation.

59. Plaintiffs are acting on behalf of Defendant's current and former Sales Development Representatives' interests as well as their own interests in bringing this action.

60. Plaintiffs and others employed as Sales Development Representatives worked in excess of 40 hours per week without being paid overtime compensation at a rate of one and one-half times their regular hourly rate for all overtime hours worked.

61. Plaintiffs allege that Defendant should have been aware that the law required it to pay employees, including Plaintiffs and the FLSA Collective, an overtime premium of one and one-half times their regular rate of pay for all work-hours Defendant suffered or permitted them to work in excess of 40 per workweek.

62. Plaintiffs allege that, upon information and belief, as part of its regular business practice, Defendant intentionally, willfully, and repeatedly engages in a pattern, practice, and/or policy of violating the FLSA with respect to Plaintiffs and the FLSA Collective. This policy and pattern or practice includes, but is not limited to:

a. willfully failing to pay Plaintiffs and the members of the FLSA Collective overtime wages for all hours worked in excess of 40 hours per workweek; and

b. willfully failing to record all of the time that Plaintiffs and the members of the FLSA Collective worked for the benefit of Defendant.

63. The FLSA Collective members are readily identifiable and locatable through the use of Defendant's records. The FLSA Collective should be notified of and allowed to opt-in to this action, pursuant to 29 U.S.C. § 216(b).

CLASS ALLEGATIONS

64. The Class Plaintiffs bring the Second through Ninth Causes of Action on their own behalf and as a class action, pursuant to Article 9 of the NY CPLR , on behalf of the following class of persons:

> All Sales Development Representatives employed in California during the period of May 1, 2021 through September 1, 2025 (hereinafter referred to as the "Class" and the "Class Period," respectively).

65. Excluded from the Class are Defendant's legal representatives, officers, directors, assigns, and successors, or any individual who has, or who at any time during the relevant period has had, a controlling interest in Defendant, and the Judge(s) to whom this case is assigned and any member of the Judge(s)' immediate family.

66. The persons in the Class are so numerous that joinder of all members is impracticable.

67. Common questions of law and fact exist as to the members of the Class that predominate over any questions affecting only them individually and include, but are not limited to, the following:

a. whether Defendant misclassified the Class members as overtime exempt;

b. whether Defendant unlawfully failed to pay the Class members all overtime compensation owed, in violation of the California Labor Code and related regulations, Cal. Lab. Code §§ 226, 510, 1174, 1174.5, and 1194; Cal. Wage Order Nos. 4-2001 and 7-2001; and the California Unfair Competition Law, Cal. Bus & Prof. Code §§ 17200, *et seq.*;

c. whether Defendant unlawfully failed to keep and furnish the Class members with timely, accurate, and itemized records of hours worked in violation of the California Labor Code, Cal. Lab. Code §§ 226 and 1174;

d. whether Defendant unlawfully failed to timely pay wages due during employment and upon separation in violation of the California Labor Code, Cal. Lab. Code §§ 201, 202, 203, 204, and 208;

e. whether Defendant unlawfully failed to furnish the Class members with proper meal breaks or premium payments in lieu thereof, in violation of the California Labor Code and related regulations, Cal. Lab. Code §§ 226.7, 512 and applicable wage orders;

f. whether Defendant unlawfully failed to furnish the Class members with proper rest breaks, or premium payments in lieu thereof, in violation of the California Labor Code and related regulations, Cal. Lab. Code §§ 226.7, Wage Order Nos. 4-2001 and 7-2001, § 12, and other applicable wage orders;

g. whether Defendant unlawfully failed to reimburse the Class members for necessary business expenses in violation of the California Labor Code, Cal. Lab. Code § 2802;

h. whether Defendant unlawfully failed to pay all wages owed, including but not limited to overtime wages, in violation of the California Labor Code and related regulations, Cal. Lab. Code §§ 1194, 1197, 1197.1, and 1198; and

i. the nature and extent of the Class members' injuries and the appropriate measure of their damages.

68. The Class Plaintiffs' claims are typical of those of the Class. The Class Plaintiffs and the Class members were subjected to Defendant's policies, practices, programs, procedures, protocols, and plans alleged herein, including with respect to Defendant's failure to pay proper wages, failure to furnish accurate wage statements and keep adequate records, failure to provide meal and rest breaks (or premium payments in lieu thereof), and failure to reimburse necessary business expenses. The Class Plaintiffs and other members of the Class sustained similar losses, injuries, and damages arising from the same unlawful policies, practices, and procedures.

69. The Class Plaintiffs will fairly and adequately protect the interests of the Class. The Class Plaintiffs understand that as class representatives, they assume a fiduciary responsibility to the Class to represent its interests fairly and adequately. The Class Plaintiffs recognize that as class representatives, they must represent and consider the interests of the Class just as they would represent and consider their own interests. The Class Plaintiffs understand that in decisions regarding the conduct of the litigation and its possible settlement, they must not favor their own interests over the interests of the Class. The Class Plaintiffs recognize that any resolution of a class action must be in the best interest of the class. The Class Plaintiffs understand that in order to provide adequate representation, they must be informed of developments in the litigation, cooperate with class counsel, and testify at deposition and/or trial. The Class Plaintiffs have retained counsel competent and experienced in complex class actions

and employment litigation. There is no conflict between the Class Plaintiffs and the Class members.

70. A class action is superior to other available methods for the fair and efficient adjudication of the controversy – particularly in the context of wage and hour litigation where individual class members may lack the financial resources to vigorously prosecute a lawsuit against corporate defendants. Class members were damaged and are entitled to recovery as a result of Defendant's violations of the California Wage Laws as well as Defendant's common and uniform policies, practices, and procedures. The damages sustained by individual class members are small compared to the expense and burden of individual prosecution of this litigation. Class action treatment will obviate unduly duplicative litigation and the possibility of inconsistent judgments.

EXHAUSTION OF ADMINISTRATIVE REMEDIES

71. PAGA Plaintiffs provided written notice to the LWDA of the legal claims and theories of this case pursuant to Cal. Lab. Code § 2699.3 on June 5, 2025 via the LWDA's PAGA Filing Portal. PAGA Plaintiffs also sent the letter by certified mail to Defendant. At least 65 days have passed since the filing of the letter. The LWDA has not notified PAGA Plaintiffs that it intends to take any action on their claims. Therefore, Plaintiffs have exhausted all administrative remedies required by PAGA prior to the filing of this action.

COMMON FACTUAL ALLEGATIONS

72. Plaintiffs and the members of the FLSA Collective and Class (collectively, "Class Members") have had their rights under the FLSA, California Wage Laws, and/or other applicable state laws willfully violated by Defendant suffering or permitting them to work in excess of 40 hours per week and in excess of 8 hours per day, and not providing them overtime compensation for all overtime hours worked.

73. Defendant failed to pay Plaintiffs and Class Members overtime compensation for their overtime hours worked, including for any of the overtime hours they worked over 8 hours in a workday, in violation of the California Wage Laws, and over 40 in a workweek, in violation of the FLSA and California Wage Laws.

74. Defendant failed to furnish the Class Plaintiffs and the Class members with a complete and accurate itemized wage statement showing, *inter alia*, total hours worked, and all applicable rates and the corresponding number of hours worked at each hourly rate as required by the California Wage Laws.

75. Defendant failed to timely pay the Class Plaintiffs and the Class members all wages earned and unpaid at the time of separation from employment.

76. The Class Plaintiffs and all Class members who ceased employment with Defendant are entitled to unpaid compensation, but to date have not received such compensation.

77. Defendant failed to timely pay the Class Plaintiffs and the Class members all wages due and payable twice during each calendar month, on days designated in advance by the employer as regular pay days.

78. Defendant failed to provide the Class Plaintiffs and Class members with at least a half-hour meal break in which they were relieved of all duty, and, for shifts of more than ten hours, a second half-hour meal break in which they were relieved of all duty, or premium payments in lieu thereof, as required by the California Wage Laws.

79. Defendant failed to provide the Class Plaintiffs and Class members with at least one ten-minute rest break, in which they were relieved of all duty, per every four hours of work or major fraction thereof that they performed, or premium payments in lieu thereof, as required by Cal. Lab. Code § 226.7 and Wage Order Nos. 4-2001 and 7-2001, § 12.

80. Defendant failed to reimburse the Class Plaintiffs and Class members for necessary business expenses incurred, as required by Cal. Lab. Code § 2802.

81. As part of its regular business practice, Defendant engaged in actions that violated the FLSA and California Wage Laws.

82. Defendant's actions include but are not limited to:

a. misclassifying Sales Development Representatives as overtime exempt;

b. failing to pay Sales Development Representatives overtime wages for hours that they worked in excess of 40 hours per workweek; and

c. failing to keep payroll records as required by the FLSA and California Wage Laws.

83. Defendant should have been aware that the FLSA and the California Wage Laws required them to pay Sales Development Representatives an overtime premium for hours worked in excess of 40 per week or in excess of 8 per day.

FIRST CAUSE OF ACTION
FLSA – Overtime Wages
29 U.S.C. §§ 201, *et seq.*
(Brought by Plaintiffs Individually and on Behalf of the FLSA Collective)

84. Plaintiffs reallege and incorporate by reference all allegations in all preceding paragraphs.

85. Plaintiffs and members of the FLSA Collective are non-exempt employees entitled to be paid overtime compensation for all overtime hours worked.

86. Defendant employed Plaintiffs and members of the FLSA Collective for workweeks longer than 40 hours and failed to compensate Plaintiffs for all of the time worked in excess of 40 hours per week, at a rate of at least one and one-half times their regular hourly rate, in violation of the requirements of Section 7 of the FLSA, 29 U.S.C. § 207(a)(1).

87. Plaintiffs have expressed their consent to make these claims against Defendant by filing a written consent form, pursuant to 29 U.S.C. § 216(b).

88. Because Plaintiffs allege that Defendant's violations of the FLSA were willful and not in good faith, a three-year statute of limitations applies, pursuant to 29 U.S.C. § 255.

89. As a consequence of the underpayment of wages, alleged above, Plaintiffs and members of the FLSA Collective have incurred damages thereby and Defendant is indebted to them in the amount of the unpaid overtime compensation at the applicable overtime rate, together with interest, liquidated damages, attorneys' fees, and costs, interest, and other compensation pursuant to 29 U.S.C. § 216(b), in an amount to be determined at trial.

SECOND CAUSE OF ACTION
California Wage Laws – Overtime Wages
California Wage Order Nos. 4-2001 & 7-2001; Cal. Lab. Code §§ 510, 1194
(Brought by the Class Plaintiffs Individually and on Behalf of the Class)

90. The Class Plaintiffs reallege and incorporate by reference all allegations in all preceding paragraphs.

91. California law requires employers, such as Defendant, to pay overtime compensation to all non-exempt employees for all hours worked over 40 per workweek and over 8 per day.

92. The Class Plaintiffs and Class members are non-exempt employees entitled to be paid overtime compensation for all overtime hours worked.

93. At all relevant times, the Class Plaintiffs and the Class members regularly worked in excess of 40 hours in a workweek and in excess of 8 hours in a workday.

94. At all relevant times, Defendant failed to pay the Class Plaintiffs and the Class members proper overtime compensation for all of their overtime hours worked.

95. As a direct and proximate result of Defendant's unlawful conduct, as set forth herein, the Class Plaintiffs and the Class members have sustained damages, including loss of earnings for hours of overtime worked at the applicable overtime rate for the benefit of Defendant in an amount to be established at trial, prejudgment interest, and costs and attorneys' fees, pursuant to statute and other applicable law.

THIRD CAUSE OF ACTION
California Wage Laws – Wage Statement Violations
California Wage Order Nos. 4-2001 & 7-2001; Cal. Lab. Code §§ 226, 1174, & 1174.5
(Brought by the Class Plaintiffs Individually and on Behalf of the Class)

96. The Class Plaintiffs reallege and incorporate by reference all allegations in all preceding paragraphs.

97. Defendant failed to provide timely, accurate, itemized wage statements including, *inter alia*, all hours worked, to the Class Plaintiffs and the Class members in accordance with California Wage Order Nos. 4-2001 and 7-2001 and Cal. Lab. Code § 226(a). Such failure caused injury to the Class Plaintiffs and the Class members, by, among other things, impeding them from knowing the amount of wages to which they are and were entitled. At all times relevant herein, Defendant has failed to maintain accurate records of hours worked by the Class Plaintiffs and the Class members as required under Cal. Lab. Code § 1174(d).

98. The Class Plaintiffs and the Class members are entitled to seek the amount provided under Cal. Lab. Code §§ 226(e) and 1174.5, including the greater of all actual damages or $50 for the initial pay period in which a violation occurs and $100 per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of $4,000.

FOURTH CAUSE OF ACTION
California Wage Laws – Wage Payment Provisions
Cal. Lab. Code §§ 201, 202, 203, & 208
(Brought by the Class Plaintiffs Individually and on Behalf of the Class)

99. The Class Plaintiffs reallege and incorporate by reference all allegations in all preceding paragraphs.

100. Cal. Lab. Code §§ 201 and 202 require Defendant to pay their employees all wages due upon termination within the time specified by law. Cal. Lab. Code § 203 provides that if an employer willfully fails to timely pay such wages, the employer must continue to pay the subject employees' wages until the back wages are paid in full or an action is commenced, up to a maximum of 30 days of wages.

101. The Class Plaintiffs and all Class members who ceased employment with Defendant are entitled to unpaid compensation, but to date have not received such compensation.

102. More than 30 days have passed since the Class Plaintiffs and certain Class members left Defendant's employ.

103. The Class Plaintiffs, on behalf of themselves and the Class members, seek waiting time penalties pursuant to Cal. Lab. Code § 203, attorneys' fees and costs, and such other legal and equitable relief as the Court deems just and proper.

FIFTH CAUSE OF ACTION
California Wage Laws – Wage Payment Provisions
Cal. Lab. Code §§ 204 & 210
(Brought by the Class Plaintiffs Individually and on Behalf of the Class)

104. The Class Plaintiffs reallege and incorporate by reference all allegations in all preceding paragraphs.

105. Under Cal. Lab. Code § 204, labor performed between the 1st and 15th days of a calendar month must be paid for between the 16th and the 26th of that month, and labor performed between the 16th and the last day of a calendar month must be paid for between the 1st and the 10th day of the following month. Other payroll periods such as weekly, biweekly (every two weeks) or semimonthly (twice per month), when the earning period is something

other than between the 1st and 15th, and 16th and last day of the month, must be paid within seven calendar days of the end of the payroll period within which the wages were earned.

106. Cal. Lab. Code § 210(a) provides that persons who fail to pay wages as provided in § 204 are subject to statutory penalties of: (1) $100 for each failure to pay each employee for any initial violation; and (2) $200 for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld, for each subsequent violation, or any willful or intentional violation.

107. During the relevant period, Defendant failed to pay the Class Plaintiffs and Class members their overtime wages earned in a timely manner, in violation of Cal. Lab. Code § 204.

108. The Class Plaintiffs, on behalf of themselves and the Class members, seek waiting time penalties pursuant to Cal. Lab. Code § 210, attorneys' fees and costs, and such other legal and equitable relief as the Court deems just and proper.

SIXTH CAUSE OF ACTION
California Wage Laws – Meal and Rest Period Provisions
Cal. Wage Order Nos. 4-2001 & 7-2001; Cal. Lab. Code §§ 218.5, 226.7, & 512
(Brought by the Class Plaintiffs Individually and on Behalf of the Class)

109. The Class Plaintiffs reallege and incorporate by reference all allegations in all preceding paragraphs as if they were set forth again herein.

110. The Class Plaintiffs and the Class members regularly work and have worked in excess of five-hour shifts without being afforded at least a half-hour meal break in which they were relieved of all duty, and more than ten-hour shifts without being afforded a second half-hour meal break in which they were relieved of all duty, as required by Cal. Lab. Code §§ 226.7 and 512 and Wage Order Nos. 4-2001 and 7-2001, § 11.

111. In addition, the Class Plaintiffs and the Class members regularly work and have worked without being afforded at least one ten-minute rest break, in which they were relieved of

all duty, per every four hours of work or major fraction thereof that they performed, as required by Cal. Lab. Code § 226.7 and Wage Order Nos. 4-2001 and 7-2001, § 12.

112. As a result of Defendant's failure to afford proper meal periods, Defendant is liable to the Class Plaintiffs and the Class members for one hour of additional pay at the regular rate of compensation for each workday that the proper meal periods were not provided, pursuant to Cal. Lab. Code § 226.7 and Wage Order Nos. 4-2001 and 7-2001, § 11.

113. As a result of Defendant's failure to afford proper rest periods, Defendant is liable to the Class Plaintiffs and the Class members for one hour of additional pay at the regular rate of compensation for each workday that the proper rest periods were not provided, pursuant to Cal. Lab. Code § 226.7 and Wage Order Nos. 4-2001 and 7-2001, § 12.

SEVENTH CAUSE OF ACTION
California Wage Laws – Wage Payment Provisions
Cal. Lab. Code §§ 1194, 1197, 1197.1, & 1198
(Brought by the Class Plaintiffs Individually and on Behalf of the Class)

114. The Class Plaintiffs reallege and incorporate by reference all allegations in all preceding paragraphs as if they were set forth again herein.

115. As a result of Defendant's failure to pay all wages owed to the Class Plaintiffs and the Class members, including proper overtime compensation, Defendant is liable to the Class Plaintiffs and the Class members for restitution of all wages owed pursuant to Cal. Lab. Code §§ 1194, 1197, 1197.1, and 1198 and costs and attorneys' fees pursuant to statute and other applicable law.

EIGHTH CAUSE OF ACTION
California Wage Laws – Reimbursement of Business Expenses
Cal. Lab. Code § 2802
(Brought by the Class Plaintiffs Individually and on Behalf of the Class)

116. The Class Plaintiffs reallege and incorporate by reference all allegations in all preceding paragraphs as if they were set forth again herein.

117. During their employment with Defendant, the Class Plaintiffs and the Class members incurred necessary business expenses and losses as a direct consequence of the discharge of their duties, which included, but were not limited to, cell phone, cell phone usage, and home Internet costs in connection with their remote work and prospective business client outreach.

118. Defendant failed to provide reimbursement for necessary business expenses incurred by the Class Plaintiffs and the Class members in violation of Cal. Lab. Code § 2802.

119. As a result of Defendant's failure to reimburse necessary business expenses, the Class Plaintiffs and the Class members have sustained damages, including in the amounts of such necessary business expenses incurred and costs and attorneys' fees, pursuant to statute and other applicable law.

NINTH CAUSE OF ACTION
California Wage Laws – Unfair Competition
Cal. Bus. & Prof. Code §§ 17200, *et seq*.
(Brought by Class Plaintiffs Individually and on Behalf of the Class)

120. The Class Plaintiffs reallege and incorporate by reference all allegations in all preceding paragraphs.

121. The foregoing conduct, as alleged, violates the California Unfair Competition Law ("UCL"). The UCL prohibits unfair competition by prohibiting, *inter alia*, any unlawful or unfair business acts or practices.

122. Beginning at a date unknown to the Class Plaintiffs, but at least as long ago as four years prior to the filing of this action, Defendant committed, and continued to commit, acts of unfair competition, as defined by the UCL, by, among other things, engaging in the acts described herein. Defendant's conduct as alleged herein has injured the Class Plaintiffs and the Class members by denying them earned wages, and therefore was injurious to them.

123. Defendant engaged in unfair competition in violation of the UCL by violating, *inter alia*, each of the following laws. Each of these violations constitutes an independent and separate violation of the UCL:

a. FLSA, 29 U.S.C. §§ 201, *et seq.*;

b. Cal. Lab. Code § 510;

c. Cal. Lab. Code § 226;

d. Cal. Lab. Code § 1174;

e. Cal. Lab. Code §§ 1197, 1198;

f. Cal. Lab. Code §§ 201, 202, 203;

g. Cal. Lab. Code § 204;

h. Cal. Lab. Code § 512; and

i. Cal. Lab. Code § 2802.

124. Defendant's course of conduct and acts in violation of the California Wage Laws mentioned in the above paragraph each constitute a separate and independent violation of the UCL. Defendant's conduct described herein violates the policy or spirit of such laws or otherwise significantly threatens or harms competition.

125. The unlawful and unfair business practices and acts of Defendant, described above, have injured the Class Plaintiffs and the Class members in that they were not paid overtime wages.

126. The Class Plaintiffs, individually and on behalf of the Class, seek recovery of attorneys' fees and costs of this action to be paid by Defendant, as provided by the UCL and Cal. Lab. Code §§ 218, 218.5, and 1194.

127. The Class Plaintiffs, individually and on behalf of the Class, seek restitution in the amount of the respective unpaid wages earned and due, including for unpaid overtime at a rate not less than one and one-half times the regular rate of pay for work performed in excess of 40 hours in a workweek, or 8 hours in a day.

TENTH CAUSE OF ACTION
California Wage Laws – Private Attorneys General Act
Cal. Lab. Code §§ 2698, *et seq*.
(Brought by PAGA Plaintiffs Individually and on Behalf of Current and Former California Sales Development Representatives and the State of California)

128. The PAGA Plaintiffs reallege and incorporate by reference all allegations in all preceding paragraphs.

129. The foregoing conduct, as alleged, violates the Private Attorneys General Act. PAGA authorizes the PAGA Plaintiffs to recover civil penalties that otherwise would have been "assessed and collected by the Labor and Workforce Development Agency" for violations of the California Labor Code through a "civil action brought by an aggrieved employee on behalf of himself or herself and other current and former employees." Cal. Lab. Code § 2699(a).

130. PAGA Plaintiffs seek to recover, on behalf of themselves and all other current and former aggrieved employees of Defendant, the civil penalties provided by PAGA, plus reasonable attorneys' fees and costs.

131. Plaintiffs have satisfied the requirements for bringing a civil action under PAGA as set forth in Cal. Lab. Code § 2699.3.

132. In a letter submitted via the PAGA Filing Portal on June 5, 2025, PAGA Plaintiffs provided notice to the Labor and Workforce Development Agency of their intent to seek penalties under PAGA on behalf of California Sales Development Representatives to whom Defendant failed to pay overtime compensation for all hours worked over 40 in a workweek

and/or over 8 hours in a workday in violation of Cal. Lab. Code §§ 510, 1194, 1197, and 1198 and the applicable Wage Orders. Additionally, PAGA Plaintiffs alleged that Defendant violated California law by: (1) failing to provide meal and rest breaks or premium payments in lieu thereof as required by Cal. Lab. Code §§ 226.7 and 512; (2) failing to pay timely wages during employment and upon separation as required by Cal. Lab. Code §§ 201, 202, 203, 204, and 208; (3) failing to provide legally compliant wage statements and maintain accurate wage records as required by Cal. Lab. Code §§ 226 and 1174; (4) failing to pay all wages owed, including but not limited to overtime wages, as required by Cal. Lab. Code §§ 1194, 1197, 1197.1, and 1198; and (5) failing to reimburse necessary business expenses as required by Cal. Lab. Code § 2802. A copy of the letter transmitted to the LWDA is attached hereto as **Exhibit J**. A confirmation of online submission is attached hereto as **Exhibit K**.

133. Plaintiffs did not receive a response from the LWDA within 65 calendar days of the submission date of the PAGA Plaintiffs' notice to the LWDA.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, individually and on behalf of other similarly situated persons, seek the following relief:

A. Designation of this action as a collective action on behalf of the FLSA Collective and prompt issuance of notice pursuant to 29 U.S.C. § 216(b) to all similarly situated members of the FLSA Collective, apprising them of their right to join this action pursuant to 29 U.S.C. § 216(b);

B. Certification of this action as a class action on behalf of the Class;

C. Designation of Plaintiffs, respectively, as representatives of the Class they seek to represent;

D. Designation of Plaintiffs' counsel of record as Class Counsel for the Class;

E. An award of damages, liquidated damages, and restitution to be paid by Defendant, according to proof;

F. Appropriate statutory penalties and statutory damages;

G. Appropriate equitable relief to remedy violations;

H. Appropriate civil penalties;

I. Reasonable service awards to compensate Plaintiffs for the time they have spent and will spend attempting to recover wages for the FLSA Collective and/or the Class, and for the risks they took in doing so;

J. Attorneys' fees and costs of suit;

K. Prejudgment and post-judgment interest as provided by law; and

L. Such other relief the Court may deem just and proper.

DEMAND FOR TRIAL BY JURY

Plaintiffs demand a trial by jury on all issues so triable.

Dated: March 23, 2026
New York, New York

Respectfully submitted,

/s/ Melissa L. Stewart

Melissa L. Stewart
Amy L. Maurer
OUTTEN & GOLDEN LLP
685 Third Avenue, 25th Floor
New York, NY 10017
Tel: (212) 245-1000
Email: mstewart@outtengolden.com
Email: amaurer@outtengolden.com

Maureen Salas*
Anne Kramer*
WERMAN SALAS P.C.
77 W Washington St, Ste 1402

Chicago, IL 60602
Tel: (312) 419-1008
Email: msalas@flsalaw.com
Email: akramer@flsalaw.com

Attorneys for Plaintiffs and the Putative Class and Collective

*pro hac vice motion forthcoming

Exhibit A

CONSENT TO JOIN FORM

I consent to be a party plaintiff in a lawsuit against Defendant(s), Drata Inc. and/or related entities and individuals in order to seek redress for violations of the Fair Labor Standards Act, pursuant to 29 U.S.C. § 216(b).

Signature

Gabe Topping

Print Name

Exhibit B

CONSENT TO JOIN FORM

I consent to be a party plaintiff in a lawsuit against Defendant(s), Drata Inc. and/or related entities and individuals in order to seek redress for violations of the Fair Labor Standards Act, pursuant to 29 U.S.C. § 216(b).

Madison De La Cruz
ID WNGE3HYnZvwvnAPe3mXssNXY

Signature

Madison De La Cruz

Print Name

Exhibit C

CONSENT TO JOIN FORM

I consent to be a party plaintiff in a lawsuit against Defendant(s), Drata Inc. and/or related entities and individuals in order to seek redress for violations of the Fair Labor Standards Act, pursuant to 29 U.S.C. § 216(b).

ID jYAhwmdid1Aj9Pc46N1WhJQc

Signature

Will Hubert

Print Name

Exhibit D

CONSENT TO JOIN FORM

I consent to be a party plaintiff in a lawsuit against Defendant(s), Drata Inc. and/or related entities and individuals in order to seek redress for violations of the Fair Labor Standards Act, pursuant to 29 U.S.C. § 216(b).

Parker Kendle
ID GvTmvwxmRQzhMzjaKS3LjKxz

Signature

Parker Kendle

Print Name

Exhibit E

CONSENT TO JOIN FORM

I consent to be a party plaintiff in a lawsuit against Defendant(s), Drata Inc. and/or related entities and individuals in order to seek redress for violations of the Fair Labor Standards Act, pursuant to 29 U.S.C. § 216(b).

ID XRa1Zz3mKqkh7ychgCmUV34r

Signature

Christopher Lieu

Print Name

Exhibit F

CONSENT TO JOIN FORM

I consent to be a party plaintiff in a lawsuit against Defendant(s), Drata Inc. and/or related entities and individuals in order to seek redress for violations of the Fair Labor Standards Act, pursuant to 29 U.S.C. § 216(b).

ID gPDyMuQEw3No8bE85jVSKNMQ

Signature

DeAvin Rencher

Print Name

Exhibit G

CONSENT TO JOIN FORM

I consent to be a party plaintiff in a lawsuit against Defendant(s), Drata Inc. and/or related entities and individuals in order to seek redress for violations of the Fair Labor Standards Act, pursuant to 29 U.S.C. § 216(b).

Signature

Daniel Rovick

Print Name

Exhibit H

CONSENT TO JOIN FORM

I consent to be a party plaintiff in a lawsuit against Defendant(s), Drata Inc. and/or related entities and individuals in order to seek redress for violations of the Fair Labor Standards Act, pursuant to 29 U.S.C. § 216(b).

Signature

Ethan Rovick

Print Name

Exhibit I

CONSENT TO JOIN FORM

I consent to be a party plaintiff in a lawsuit against Defendant(s), Drata Inc. and/or related entities and individuals in order to seek redress for violations of the Fair Labor Standards Act, pursuant to 29 U.S.C. § 216(b).

ID 7JasW7v7XxqVKKT2po9tvGr3

Signature

Maclaine Scher

Print Name

Exhibit J

OUTTEN & GOLDEN LLP

Advocates for Workplace Fairness

June 5, 2025

VIA ONLINE SUBMISSION
California Labor and Workforce Development Agency
Attn: PAGA Administrator

Re: *PAGA Notice of California Labor Code Claims against Drata Inc.*

Dear PAGA Administrator:

Werman Salas P.C. and Outten & Golden LLP represent Maclaine Scher and Christopher Lieu, who worked as exempt-classified Sales Development Representatives for Drata Inc. ("Drata" or the "Company"). Ms. Scher worked remotely from her home in California from approximately April 2022 to February 2024, and Mr. Lieu worked remotely from his home in California from approximately August 2022 to March 2024. The purpose of this letter is to provide written notice of the specific alleged violations of the Labor Code by the Company, including the facts and theories to support the violation(s), pursuant to Labor Code section 2699.3.

Ms. Scher and Mr. Lieu allege that the Company misclassified Sales Development Representatives as exempt from overtime. Sales Development Representatives' primary duties were and are non-exempt inside sales duties, including researching and reaching out to prospective customers, pitching the Company's products, and conducting calls with prospective customers with the goal of making sales of Drata's products. Throughout their employment, Ms. Scher and Mr. Lieu worked over 40 hours per week or more than 8 hours per day, and did not regularly take meal or rest breaks during their workday, and throughout their employment, the Company denied them proper overtime compensation due to the Company's misclassification of the Sales Development Representative role as overtime exempt. Because Ms. Scher and Mr. Lieu did not receive proper overtime compensation, they were not properly paid wages during employment or upon separation. On information and belief, other Sales Development Representatives worked similar hours, and the Company similarly denied them proper overtime compensation, pay for meal and rest breaks, proper wage statements, and timely pay because it classified them as exempt.

Specifically, Ms. Scher and Mr. Lieu allege that the Company failed to pay them and other similarly situated Sales Development Representatives overtime, at one-and-half times their regular hourly rate, as required by California law. All Sales Development Representatives worked in the Company's sales department, and their main job duties revolved around sourcing and developing new customers and generating new sales of the Company's software products.

Ms. Scher and Mr. Lieu allege that the Company violated California law by failing to: (1) pay proper overtime compensation as required by Labor Code section 510; (2) provide required meal and rest breaks or premium payments in lieu thereof per Labor Code sections 226.7 and 512;

(3) pay timely wages during employment and upon separation as required by Labor Code sections 201, 202, 203, 204, and 208; (4) pay all wages owed, including but not limited to overtime wages per Labor Code sections 1194, 1197, and 1198; and (5) reimburse necessary business expenses as required by Labor Code section 2802. In addition, Ms. Scher and Mr. Lieu allege that the Company failed to provide legally compliant wage statements and maintain accurate wage records as required by Labor Code sections 226 and 1174.

This letter serves as notice of our intent to seek civil penalties pursuant to the Private Attorneys General Act ("PAGA"), Cal. Lab. Code §§ 2698, *et seq*., on behalf of Ms. Scher, Mr. Lieu, and similarly situated Sales Development Representatives who worked for the Company in the State of California. Ms. Scher and Mr. Lieu will seek all applicable civil penalties on behalf of themselves and all similarly situated Sales Development Representatives, including but not limited to penalties pursuant to the aforementioned violations.

Pursuant to Labor Code section 2699.3(a)(1)(A), a copy of this letter is being sent via certified mail to the following:

Drata Inc.
c/o Jason Robman, Senior Vice President of Legal
4660 La Jolla Village Dr Ste 100
San Diego, CA 92122

And a copy of this letter is being sent via email to Drata's counsel:

Summer Wynn, Esq.
swynn@cooley.com
Cooley LLP
10265 Science Center Dr.
San Diego, CA 92121

Thank you for your attention to this matter. Please direct all communications and correspondence to our office going forward. If you have any questions, please do not hesitate to contact us at 212-245-1000.

Sincerely,

Jahan C. Sagafi

Exhibit K

Department of Industrial Relations
STATE OF CALIFORNIA

PAGA NOTICE PUBLIC SEARCH - CASE DETAIL

Case Information

Case Number: LWDA-CM-1103235-25
Plaintiff for PAGA Case: Maclaine Scher, Christopher Lieu
Filer/Attorney for PAGA Case: Jahan Sagafi
Law Firm for PAGA Plaintiff: Outten & Golden LLP
Employer: Drata Inc.
Date Case Received:
Employer Filer Firm:
Court Type:
Court Name:
PAGA Court Case Number:
Violation Type:
Related BOFE Case:

Attachments

Attachment Name	Description	Date Submitted	Type
PAGA Notice Submitted on 06/05/2025 01:31:21 PM by Jahan Sagafi	2025-06-04 Drata PAGA Letter.pdf	06/05/2025 01:31 PM	PAGA Notice