

GAINES & GAINES

A PROFESSIONAL LAW CORPORATION

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4550 EAST THOUSAND OAKS BOULEVARD, SUITE 100
WESTLAKE VILLAGE, CALIFORNIA 91362

PHONE (818) 703-8985
FAX (818) 703-8984

June 4, 2025

Via Certified Mail

Labor & Workforce Development Agency
By electronic submission

One, Inc. Software Corporation
620 Coolidge Drive, Suite 200
Folsom, CA 95630

Defendant mailed certified # 9589071052702440388561

Agent for Service of Process for One, Inc. Software Corporation
Ian Drysdale
620 Coolidge Drive, Suite 200
Folsom, CA 95630

Agent mailed certified # 9589071052702440388578

Re: ***Labor Code Violations of One, Inc. Software Corporation – Compliance Letter
of California Labor Code § 2698 –Private Attorneys General Act***

Dear LWDA:

This office represents Larissa Grover, a former non-exempt California employee of One, Inc. Software Corporation ("Defendant"). The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et seq.*

Our client was employed by Defendant in Northern California. Herein we set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to our client and other of its non-exempt California employees ("Aggrieved Employees").

Our client alleges that Defendant failed to properly compute bonuses, commissions, and other non-base hourly wages earned by our client and other Aggrieved Employees into their regular rate of pay for purposes of paying them meal period premiums, sick pay, overtime, and double-time wages at the correct rates, in violation of Labor Code §§ 226.7, 510, 512, 558 and 1194 and IWC Wage Order No. 4-2001. Defendant failed to properly blend bonuses, commissions, and other non-base hourly wages and instead paid our client and other Aggrieved Employees meal period premiums, sick pay wages, overtime wages, and double-time wages based only on the base hourly rate of pay, thus depriving our client and other Aggrieved Employees of all meal period premiums, sick pay wages, overtime, and double-time wages earned. This violates Labor Code §§ 226.7, 246, 510, 512, 558 and 1194 and IWC Wage Order No. 4-2001.

Our client also alleges that Defendant failed to pay all wages earned during her employment, in violation of Labor Code §§ 510, 558, and 1194. Our client was not paid for all commission wages earned, resulting in an underpayment of wages due. This failure to pay all wages due constitutes violations of Labor Code §§ 510, 558, and 1194.

Our client alleges that Defendant failed to pay premium wages to her and other Aggrieved Employees who were denied rest periods, in violation of Labor Code § 226.7 and IWC Wage Order No. 4-2001. Our client and other Aggrieved Employees were routinely unable to take a 10-minute rest period for every four (4) hours of work or major fraction thereof, but were not paid premium wages of one hour's pay for each missed rest period. When they were able to take a rest period, they were oftentimes late, cut short, or on-duty. This violates Labor Code § 226.7 and IWC Wage Order No. 4-2001.

Defendant failed to pay correct premium wages to our client and other Aggrieved Employees who were denied proper meal periods, in violation of Labor Code §§ 226.7, 512, and 558 and IWC Wage Order 4-2001. Our client and other Aggrieved Employees were routinely denied, and not authorized to take, a proper, timely, uninterrupted, 30-minute meal period for every shift worked that exceeded five hours, or a second proper, timely, uninterrupted, 30-minute meal period for every shift worked that exceeded ten hours, but were not paid correct premium wages of one hour's pay for each missed first or second meal period, as discussed above. When they were able to take a meal period, they were oftentimes late or cut short. This violates Labor Code §§ 226.7, 512, and 558 and IWC Wage Order 4-2001.

Defendant failed to provide our client and other Aggrieved Employees with written commission compensation agreements, in violation of Labor Code § 2751(a). "Whenever an employer enters into a contract for employment with an employee for services to be rendered within the state and the contemplated method of payment of the employee involves commissions, the contract shall be in writing" The agreement must specify the way the commissions will be computed and paid. *Labor Code* § 2751(a). Our client and other Aggrieved Employees were not provided with written commission agreements as required by, and in violation of Labor Code §§ 2750 and 2751.

Defendant also failed to reimburse our client and other Aggrieved Employees for necessary business expenses incurred in direct consequence of the discharge of their duties, in violation of Labor Code § 2802, including, but not limited to, the use of their home internet while working for Defendant. Labor Code § 2802 states that an employer must indemnify its employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of their duties, and Defendant's failure to do so has violated this section.

Our client further alleges that Defendant failed to provide her and Aggrieved Employees with wage statements that fully and accurately itemized the requirements set forth in Labor Code §§ 226(a) and 226.3. Our client and other Aggrieved Employees were not paid all wages due, as stated above. As such, the wage statements provided by Defendant failed to accurately state all gross wages earned, in violation of Labor Code §§ 226(a)(1) and 226.3, total hours worked, in violation of Labor Code §§ 226(a)(2) and 226.3, net wages earned, in violation of Labor Code §§ 226(a)(5)

and 226.3, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each rate, in violation of Labor Code §§ 226(a)(9) and 226.3. Separately, the wage statements failed to set forth all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each rate, in violation of Labor Code §§ 226(a)(9) and 226.3.

Our client further alleges that Defendant paid certain Aggrieved Employees their final wages beyond the time frames set forth in Labor Code §§ 201 and 202. As our client and certain Aggrieved Employees of Defendant were not paid all wages due and owing throughout the course of their employment, as detailed above, at the time of their separation they were not paid all final wages due and owing for the entirety of their employment. Additionally, our client was not compensated for all wages owed, including commission wages, at the time of her termination. Instead, she was paid several days later for certain wages and still has not received certain commission wages she is owed. Our client alleges that Defendant maintains a policy to untimely pay final wages to its former Aggrieved Employees. This violates Labor Code §§ 201-202 and is alleged on behalf of our client and certain Aggrieved Employees no longer employed by Defendant.

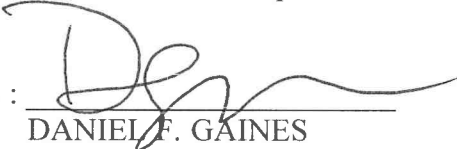
The \$75 PAGA filing fee has been electronically submitted to the LWDA concurrently with the transmission of this letter.

We invite Defendant or its attorneys to contact our office to discuss this matter, including whether an early resolution of the claims can be reached.

Very truly yours,

GAINES & GAINES
A Professional Law Corporation

By :


DANIEL F. GAINES

GAINES & GAINES

A PROFESSIONAL LAW CORPORATION

4550 EAST THOUSAND OAKS BOULEVARD

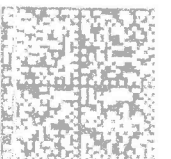
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620 Coolidge Drive, Suite 200
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One, Inc. Software Corporation
620 Coolidge Drive, Suite 200
Folsom, CA 95630



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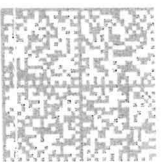
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Ian Drysdale
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2. Article Number (Transfer from service label)

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