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**ELECTRONICALLY
FILED**
Superior Court of California,
County of San Francisco
09/24/2025
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO**

MICHELLE RYAN aka MICHELLE DE LA
TORRE individually, and on behalf of all others
similarly situated,

Plaintiff,

vs.

GREENHOUSE SOFTWARE, INC.,
and DOES 1 through 10, inclusive,

Defendants

Case No.: CGC-25-627487

**[FILED AS A MATTER OF RIGHT PER
CAL. LABOR CODE 2699.3, *subd.*
(a)(2)(C)]**

**FIRST AMENDED CLASS ACTION
COMPLAINT:**

1. Failure to Pay Minimum Wages [Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197];
2. Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 1194 and 1198];
3. Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7, 512];
4. Failure to Authorize and Permit Rest Breaks [Cal. Lab. Code §§ 226.7];
5. Failure to Indemnify Necessary Business Expenses [Cal. Lab. Code § 2802];
6. Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code §§ 201-203];
7. Failure to Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226];
8. Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, et seq.]; and
9. Civil Penalties Under PAGA [Cal. Lab. Code § 2699, et seq.].

Complaint Filed: July 22, 2025

DEMAND FOR JURY TRIAL

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1 Plaintiff Michelle Ryan (“Plaintiff”), based upon facts that either have evidentiary support
2 or are likely to have evidentiary support after a reasonable opportunity for further investigation
3 and discovery, alleges as follows:

4 **INTRODUCTION & PRELIMINARY STATEMENT**

5 1. Plaintiff brings this action against Defendants Greenhouse Software, Inc, and Does
6 1 through 10 (collectively referred to as “Defendants”) for California Labor Code violations and
7 unfair business practices stemming from Defendants’ failure to pay minimum wages, failure to
8 pay overtime wages, failure to provide meal periods, failure to authorize and permit rest periods,
9 failure to maintain accurate records of hours worked and meal periods, failure to timely pay all
10 wages to terminated employees, failure to indemnify necessary business expenses, and failure to
11 furnish accurate wage statements.

12 2. Plaintiff brings the First through Eighth Causes of Action individually and as a
13 class action on behalf of himself and certain current and former employees of Defendants
14 (hereinafter collectively referred to as the “Class” or “Class Members” and defined more fully
15 below). The Class consists of Plaintiff and all other persons who have been employed by any
16 Defendants in California as an hourly-paid, non-exempt employee during the statute of
17 limitations period applicable to the claims pleaded here. Plaintiff brings the Ninth Cause of
18 Action as a representative action under the California Private Attorney General Act (“PAGA”) to
19 recover civil penalties that are owed to Plaintiff, the State of California, and past and present
20 non-exempt, hourly-paid employees of Defendants who worked in California during the
21 applicable statute of limitations period (hereinafter referred to as the “Aggrieved Employees”).

22 3. Defendants own/owned and operate/operated an industry, business, and
23 establishment within the State of California, including San Francisco County. As such, and based
24 upon all the facts and circumstances incident to Defendants’ business in California, Defendants
25 are subject to the California Labor Code, Wage Orders issued by the Industrial Welfare
26 Commission (“IWC”), and the California Business & Professions Code.

27 4. Despite these requirements, throughout the statutory period Defendants
28 maintained a systematic, company-wide policy and practice of:

- 1 (a) Failing to pay employees for all hours worked, including all minimum
2 wages, and overtime wages in compliance with the California Labor Code
3 and IWC Wage Orders;
- 4 (b) Failing to provide employees with timely and duty-free meal periods in
5 compliance with the California Labor Code and IWC Wage Orders, failing
6 to maintain accurate records of all meal periods taken or missed, and
7 failing to pay an additional hour's pay for each workday a meal period
8 violation occurred;
- 9 (c) Failing to authorize and permit employees to take timely and duty-free rest
10 periods in compliance with the California Labor Code and IWC Wage
11 Orders, and failing to pay an additional hour's pay for each workday a rest
12 period violation occurred;
- 13 (d) Failing to indemnify employees for necessary business expenses incurred;
- 14 (e) Willfully failing to pay employees all minimum wages, overtime wages,
15 meal period premium wages, and rest period premium wages due within
16 the time period specified by California law when employment terminates;
17 and
- 18 (f) Failing to maintain accurate records of the hours that employees worked.
- 19 (g) Failing to provide employees with accurate, itemized wage statements
20 containing all the information required by the California Labor Code and
21 IWC Wage Orders.

22 5. On information and belief, Defendants, and each of them were on actual and
23 constructive notice of the improprieties alleged herein and intentionally refused to rectify their
24 unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were
25 willful and deliberate.

26 6. At all relevant times, Defendants were and are legally responsible for all of the
27 unlawful conduct, policies, practices, acts and omissions as described in each and all of the
28 foregoing paragraphs as the employer of Plaintiff and the Class. Further, Defendants are

1 responsible for each of the unlawful acts or omissions complained of herein under the doctrine of
2 “respondeat superior”.

3 **THE PARTIES**

4 **A. Plaintiff**

5 7. Plaintiff is a California resident that worked for Defendants in the County of San
6 Francisco, State of California as a sales development representative from approximately July
7 2024 to April 2025.

8 8. Plaintiff reserves the right to seek leave to amend this complaint to add new
9 plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Sala v.*
10 *American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.

11 **B. Defendants**

12 9. Plaintiff is informed and believes, and based upon that information and belief
13 alleges, that Defendants are:

- 14 (a) Business entities with their principal places of business in San Francisco
15 County, California.
- 16 (b) Business entities conducting business in numerous counties throughout the
17 State of California, including in San Francisco County; and
- 18 (c) The former employers of Plaintiff, and the current and/or former employers
19 of the putative Class. Defendants suffered and permitted Plaintiff and the
20 Class to work, and/or controlled their wages, hours, or working conditions;
21 and
- 22 (d) At all times mentioned herein, Defendants are and were the joint employers
23 of Plaintiff and the Class.

24 10. Plaintiff does not currently know the true names or capacities of the persons or
25 entities sued herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious
26 names. Each of the Doe Defendants was in some manner legally responsible for the damages
27 suffered by Plaintiff and the Class as alleged herein. Plaintiff will amend this complaint to set
28

1 forth the true names and capacities of these Defendants when they have been ascertained,
2 together with appropriate charging allegations, as may be necessary.

3 11. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and
4 each of them, were residents of, doing business in, availed themselves of the jurisdiction of,
5 and/or injured a significant number of the Plaintiff and the Class in the State of California.

6 12. Plaintiff is informed and believes and thereon alleges that at all relevant times
7 each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and
8 the other employees described in the class definitions below, and exercised control over their
9 wages, hours, and working conditions. Plaintiff is informed and believes and thereon alleges
10 that, at all relevant times, each Defendant was the principal, agent, partner, joint venturer, officer,
11 director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest
12 and/or predecessor in interest of some or all of the other Defendants, and was engaged with some
13 or all of the other Defendants in a joint enterprise for profit, and bore such other relationships to
14 some or all of the other Defendants so as to be liable for their conduct with respect to the matters
15 alleged below. Plaintiff is informed and believes and thereon alleges that each Defendant acted
16 pursuant to and within the scope of the relationships alleged above, that each Defendant knew or
17 should have known about, and authorized, ratified, adopted, approved, controlled, aided and
18 abetted the conduct of all other Defendants.

19 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

20 13. Plaintiff is a California resident who worked for Defendants in the County of San
21 Francisco, State of California during the statutory period. During the statutory time period,
22 Defendants classified Plaintiff as a non-exempt employee. Plaintiff was typically scheduled to
23 work at least 5 days in a workweek, and typically in excess of 8 hours in a single workday.

24 14. Throughout the statutory period, Defendants failed to pay Plaintiff for all hours
25 worked (including minimum wages and overtime wages), failed to provide Plaintiff with
26 uninterrupted meal periods, failed to authorize and permit Plaintiff to take uninterrupted rest
27 periods, failed to indemnify Plaintiff for necessary business expenses, failed to timely pay all
28 final wages to Plaintiff when Defendants terminated Plaintiff's employment, and failed to furnish

1 accurate wage statements to Plaintiff. As discussed below, Plaintiff's experience working for
2 Defendants was typical and illustrative. Defendants maintained a policy and practice of not paying Plaintiffs
3 and the Class for all hours worked, including all overtime wages. Plaintiffs and the Class were
4 required to work off-the-clock, and uncompensated. For example, Plaintiffs and the Class were
5 sometimes required to prepare materials prior to clocking into work, off the clock and
6 uncompensated. Also, Plaintiff and the Class were not compensated for driving between work
7 locations. Also, Plaintiffs and the Class were sometimes interrupted during meal breaks without
8 compensation. Also, throughout the statutory period, Plaintiffs and the Class received non-
9 discretionary bonuses and other remuneration. However, Defendants failed to incorporate all
10 remuneration when calculating the correct overtime rate of pay, meal break premium rate of pay,
11 and sick day rate of pay, leading to underpayment.

12 15. Throughout the statutory period, Defendants maintained a policy and practice of
13 not paying Plaintiff and the Aggrieved Employees for all hours worked, including all overtime
14 wages. Plaintiff and the Class were required to meet, email and text potential prospects and
15 clients while off the clock, and uncompensated. Also, Plaintiff and the Class were required to
16 perform other duties off the clock, such as entering prospects into cadences on company
17 software, and entering expenses in WorkDay applications, as well as completing paperwork, all
18 uncompensated. Also, Plaintiff and the Class were required to use their personal cellular
19 telephones to communicate with clients, and to use work-related telephone applications such as
20 Workday, Slack, LinkedIn, LeadIQ, and SalesLoft regularly while off the clock and
21 uncompensated. Also, Defendants required that Plaintiff and the Class log into work only
22 inputting their scheduled shift times, but Plaintiff and the Class often worked more than that, and
23 therefore worked off the clock uncompensated. Also, Plaintiff and the Class were required to
24 complete training courses and videos, and perform research on the company and how to perform
25 sales, all outside of regular business hours and off the clock, uncompensated. Also, Plaintiff and
26 the Class were required to complete coursework off the clock, and uncompensated. Also,
27 Plaintiff and the Class were not always paid at the proper overtime rate, such as Plaintiff's final
28 paystub dated April 4, 2025 showing 120 regular hours in a bi-weekly pay period with no

overtime compensation. Also, Plaintiff and the Class were sometimes interrupted during their meal breaks, without compensation. Also throughout the statutory period, Plaintiff and the Class received non-discretionary bonuses, commissions, and other remuneration. However, Defendants failed to incorporate all remuneration when calculating the correct overtime rate of pay, break premium rate of pay, and sick day rate of pay, leading to underpayment.

16. Throughout the statutory period, Defendants have wrongfully failed to provide Plaintiff and the Class with legally compliant meal periods. Defendants sometimes, but not always, required Plaintiff and the Class to work in excess of five consecutive hours a day without providing 30-minute, continuous and uninterrupted, duty-free meal period for every five hours of work, or without compensating Plaintiff and the Class for meal periods that were not provided by the end of the fifth hour of work or tenth hour of work. Defendants also did not adequately inform Plaintiff and the Class of their right to take a meal period by the end of the fifth hour of work, or, for shifts greater than 10 hours, by the end of the tenth hour of work. Accordingly, Defendants' policy and practice was to not provide meal periods to Plaintiff and the Class in compliance with California law.

17. Throughout the statutory period, Defendants have wrongfully failed to authorize and permit Plaintiff and the Class to take timely and duty-free rest periods. Defendants sometimes, but not always, required Plaintiff and the Class to work in excess of four consecutive hours a day without Defendants authorizing and permitting them to take a 10-minute, continuous and uninterrupted, rest period for every four hours of work (or major fraction of four hours), or without compensating Plaintiff and the Class for rest periods that were not authorized or permitted. Defendants also did not adequately inform Plaintiff and the Class of their right to take a rest period. Moreover, Defendants did not have adequate policies or practices permitting or authorizing rest periods for Plaintiff and the Class, nor did Defendants have adequate policies or practices regarding the timing of rest periods. Defendants also did not have adequate policies or practices to verify whether Plaintiff and the Class were taking their required rest periods. Further, Defendants did not maintain accurate records of employee work periods, and therefore Defendants cannot demonstrate that Plaintiff and the Class took rest periods during the middle of

1 each work period. Accordingly, Defendants' policy and practice was to not authorize and permit
2 Plaintiff and the Class to take rest periods in compliance with California law. such the use of
3 personal cellular telephones for work purposes, particularly when Plaintiff and the Class could
4 not be reached through the work telephones or to use the GPS function.

5 18. Throughout the statutory period, Defendants wrongfully required Plaintiff and the
6 Class to pay expenses that they incurred in direct discharge of their duties for Defendants without
7 reimbursement, such as home office expenses such as upgrades to internet service, additional
8 monitors, keyboards, desk mats, wires/cables, dock station, notebooks, office supplies, office
9 furniture, printers, and the use of personal cellular telephones for work purposes.

10 19. Throughout the statutory period, Defendants willfully failed and refused to timely
11 pay Plaintiff and the Class at the conclusion of their employment all wages for all minimum
12 wages, overtime wages, meal period premium wages, and rest period premium wages. Further,
13 Defendants did not pay Plaintiff and the Class their final paychecks immediately upon
14 termination.

15 20. Throughout the statutory period, Defendants failed to furnish Plaintiff and the
16 Class with accurate, itemized wage statements showing all applicable hourly rates, and all gross
17 and net wages earned (including correct hours worked, correct wages earned for hours worked,
18 correct overtime hours worked, correct wages for meal periods that were not provided in
19 accordance with California law, correct wages for rest periods that were not authorized and
20 permitted to take in accordance with California law, and Defendant's address). Further, the wage
21 statements do not show Defendant's address as required by California law. As a result of these
22 violations of California Labor Code § 226(a), the Plaintiff and the Class suffered injury because,
23 among other things:

- 24 (a) the violations led them to believe that they were not entitled to be paid
25 minimum wages, overtime wages, meal period premium wages, and rest
26 period premium wages to which they were entitled, even though they were
27 entitled;
28

- 1 (b) the violations led them to believe that they had been paid the minimum,
2 overtime, meal period premium, and rest period premium wages, even
3 though they had not been;
- 4 (c) the violations led them to believe they were not entitled to be paid
5 minimum, overtime, meal period premium, and rest period premium wages
6 at the correct California rate even though they were;
- 7 (d) the violations led them to believe they had been paid minimum, overtime,
8 meal period premium, and rest period premium wages at the correct
9 California rate even though they had not been;
- 10 (e) the violations hindered them from determining the amounts of minimum,
11 overtime, meal period premium, and rest period premium owed to them;
- 12 (f) in connection with their employment before and during this action, and in
13 connection with prosecuting this action, the violations caused them to have
14 to perform mathematical computations to determine the amounts of wages
15 owed to them, computations they would not have to make if the wage
16 statements contained the required accurate information;
- 17 (g) by understating the wages truly due them, the violations caused them to
18 lose entitlement and/or accrual of the full amount of Social Security,
19 disability, unemployment, and other governmental benefits;
- 20 (h) the wage statements inaccurately understated the wages, hours, and wages
21 rates to which Plaintiff and the Class were entitled, and Plaintiff and the
22 Class were paid less than the wages and wage rates to which they were
23 entitled.

24 Thus, Plaintiff and the Class are owed the amounts provided for in California Labor Code §
25 226(e), including actual damages.

26 **CLASS ACTION ALLEGATIONS**

27 21. Plaintiff brings certain claims individually, as well as on behalf of each and all
28 other persons similarly situated, and thus, seek class certification under California Code of Civil

1 Procedure § 382.

2 22. All claims alleged herein arise under California law for which Plaintiff seeks relief
3 authorized by California law.

4 23. The proposed Class consists of and is defined as:

5 All persons who worked for any Defendant in California as an hourly, non-
6 exempt employee at any time during the period beginning four years before the
7 filing of the initial complaint in this action and ending when notice to the Class
is sent.

8 24. At all material times, Plaintiff was a member of the Class.

9 25. Plaintiff undertakes this concerted activity to improve the wages and working
10 conditions of all Class Members.

11 26. There is a well-defined community of interest in the litigation and the Class is
12 readily ascertainable:

13 (a) Numerosity: The members of the Class (and each subclass, if any) are so
14 numerous that joinder of all members would be unfeasible and impractical.
15 The membership of the entire Class is unknown to Plaintiff at this time;
16 however, the Class is estimated to be greater than 100 individuals and the
17 identity of such membership is readily ascertainable by inspection of
18 Defendants' records.

19 (b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect
20 the interests of each Class Member with whom there is a shared, well-
21 defined community of interest, and Plaintiff's claims (or defenses, if any)
22 are typical of all Class Members' claims as demonstrated herein.

23 (c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect
24 the interests of each Class Member with whom there is a shared, well-
25 defined community of interest and typicality of claims, as demonstrated
26 herein. Plaintiff has no conflicts with or interests antagonistic to any Class
27 Member. Plaintiff's attorneys, the proposed class counsel, are versed in
28

the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and throughout the duration of this action, will continue to incur costs and attorneys' fees that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.

(d) Superiority: A Class Action is superior to other available methods for the fair and efficient adjudication of controversy, including consideration of:

- 1) The interests of the members of the Class in individually controlling the prosecution or defense of separate actions;
- 2) The extent and nature of any litigation concerning the controversy already commenced by or against members of the Class;
- 3) The desirability or undesirability of concentrating the litigation of the claims in the particular forum; and
- 4) The difficulties likely to be encountered in the management of a class action.

(e) Public Policy Considerations: The public policy of the State of California is to resolve the California Labor Code claims of many employees through a class action. Indeed, current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are also fearful of bringing actions because they believe their former employers might damage their future endeavors through negative references and/or other means. Class actions provide the class members who are not named in the complaint with a type of anonymity that allows for the vindication of their rights at the same time as their privacy is protected.

27. There are common questions of law and fact as to the Class (and each subclass, if any) that predominate over questions affecting only individual members, including without limitation, whether, as alleged herein, Defendants have:

- (a) Failed to pay Class Members for all hours worked, including minimum wages, and overtime wages;
- (b) Failed to provide meal periods and pay meal period premium wages to Class Members;
- (c) Failed to authorize and permit rest periods and pay rest period premium wages to Class Members;
- (d) Failed to promptly pay all wages due to Class Members upon their discharge or resignation;
- (e) Failed to maintain accurate records of all hours Class Members worked, and all meal periods Class Members took or missed;
- (f) Failed to reimburse Class Members for all necessary business expenses; and
- (g) Violated California Business & Professions Code §§ 17200 *et. seq.* as a result of their illegal conduct as described above.

28. This Court should permit this action to be maintained as a class action pursuant to California Code of Civil Procedure § 382 because:

- (a) The questions of law and fact common to the Class predominate over any question affecting only individual members;
- (b) A class action is superior to any other available method for the fair and efficient adjudication of the claims of the members of the Class;
- (c) The members of the Class are so numerous that it is impractical to bring all members of the class before the Court;
- (d) Plaintiff, and the other members of the Class, will not be able to obtain effective and economic legal redress unless the action is maintained as a class action;
- (e) There is a community of interest in obtaining appropriate legal and equitable relief for the statutory violations, and in obtaining adequate compensation for the damages and injuries for which Defendants are

1 responsible in an amount sufficient to adequately compensate the members
2 of the Class for the injuries sustained;

3 (f) Without class certification, the prosecution of separate actions by
4 individual members of the class would create a risk of:

- 5 1) Inconsistent or varying adjudications with respect to individual
6 members of the Class which would establish incompatible standards
7 of conduct for Defendants; and/or
- 8 2) Adjudications with respect to the individual members which would,
9 as a practical matter, be dispositive of the interests of other
10 members not parties to the adjudications, or would substantially
11 impair or impede their ability to protect their interests, including but
12 not limited to the potential for exhausting the funds available from
13 those parties who are, or may be, responsible Defendants; and,

14 (g) Defendants have acted or refused to act on grounds generally applicable to
15 the Class, thereby making final injunctive relief appropriate with respect to
16 the class as a whole.

17 29. Plaintiff contemplates the eventual issuance of notice to the proposed members of
18 the Class that would set forth the subject and nature of the instant action. The Defendants' own
19 business records may be utilized for assistance in the preparation and issuance of the
20 contemplated notices. To the extent that any further notices may be required, Plaintiff would
21 contemplate the use of additional techniques and forms commonly used in class actions, such as
22 published notice, e-mail notice, website notice, first-class mail, or combinations thereof, or by
23 other methods suitable to the Class and deemed necessary and/or appropriate by the Court.

24 **FIRST CAUSE OF ACTION**

25 **(Against all Defendants for Failure to Pay Minimum Wages for All Hours Worked)**

26 30. Plaintiff incorporates by reference and re-alleges as if fully stated herein
27 paragraphs 1 through 20 in this Complaint.
28

1 31. “Hours worked” is the time during which an employee is subject to the control of
2 an employer and includes all the time the employee is suffered or permitted to work, whether or
3 not required to do so.

4 32. At all relevant times mentioned herein, Defendants knowingly failed to pay to
5 Plaintiff and the Class compensation for all hours they worked. By their failure to pay
6 compensation for each hour worked as alleged above, Defendants willfully violated the
7 provisions of Section 1194 of the California Labor Code, and any additional applicable Wage
8 Orders, which require such compensation to non-exempt employees.

9 33. Accordingly, Plaintiff and the Class are entitled to recover minimum wages for all
10 non-overtime hours worked for Defendants.

11 34. By and through the conduct described above, Plaintiff and the Class have been
12 deprived of their rights to be paid wages earned by virtue of their employment with Defendants.

13 35. By virtue of the Defendants’ unlawful failure to pay additional compensation to
14 Plaintiff and the Class for their non-overtime hours worked without pay, Plaintiff and the Class
15 suffered, and will continue to suffer, damages in amounts which are presently unknown to
16 Plaintiff and the Class, but which exceed the jurisdictional minimum of this Court, and which
17 will be ascertained according to proof at trial.

18 36. By failing to keep adequate time records required by California Labor Code §
19 1174(d), Defendants have made it difficult to calculate the full extent of minimum wage
20 compensation due to Plaintiff and the Class.

21 37. Pursuant to California Labor Code section 1194.2, Plaintiff and the Class are
22 entitled to recover liquidated damages (double damages) for Defendants’ failure to pay minimum
23 wages.

24 38. California Labor Code section 204 requires employers to provide employees with
25 all wages due and payable twice a month. Throughout the statute of limitations period applicable
26 to this cause of action, Plaintiff and the Class were entitled to be paid twice a month at rates
27 required by law, including minimum wages. However, during all such times, Defendants
28

1 systematically failed and refused to pay Plaintiff and the Class all such wages due and failed to
2 pay those wages twice a month.

3 39. Plaintiff and the Class are also entitled to seek recovery of all unpaid minimum
4 wages, interest, and reasonable attorneys' fees and costs pursuant to California Labor Code §§
5 218.5, 218.6, and 1194(a).

6 **SECOND CAUSE OF ACTION**

7 **(Against all Defendants for Failure to Pay Overtime Wages)**

8 40. Plaintiff incorporates by reference and re-alleges as if fully stated herein
9 paragraphs 1 through 20 in this Complaint.

10 41. California Labor Code § 510 provides that employees in California shall not be
11 employed more than eight (8) hours in any workday or forty (40) hours in a workweek unless
12 they receive additional compensation beyond their regular wages in amounts specified by law.

13 42. California Labor Code §§ 1194 and 1198 provide that employees in California
14 shall not be employed more than eight hours in any workday unless they receive additional
15 compensation beyond their regular wages in amounts specified by law. Additionally, California
16 Labor Code § 1198 states that the employment of an employee for longer hours than those fixed
17 by the Industrial Welfare Commission is unlawful.

18 43. At all times relevant hereto, Plaintiff and the Class have worked more than eight
19 hours in a workday, as employees of Defendants.

20 44. At all times relevant hereto, Defendants failed to pay Plaintiff and the Class
21 overtime compensation for the hours they have worked in excess of the maximum hours
22 permissible by law as required by California Labor Code § 510 and 1198. Plaintiff and the Class
23 are regularly required to work overtime hours.

24 45. By virtue of Defendants' unlawful failure to pay additional premium rate
25 compensation to the Plaintiff and the Class for their overtime hours worked, Plaintiff and the
26 Class have suffered, and will continue to suffer, damages in amounts which are presently
27 unknown to them but which exceed the jurisdictional minimum of this Court and which will be
28 ascertained according to proof at trial.

1 46. By failing to keep adequate time records required by Labor Code § 1174(d),
2 Defendants have made it difficult to calculate the full extent of overtime compensation due to
3 Plaintiff and the Class.

4 47. Plaintiff and the Class also request recovery of overtime compensation according
5 to proof, interest, attorneys' fees and costs pursuant to California Labor Code § 1194(a), as well
6 as the assessment of any statutory penalties against Defendants, in a sum as provided by the
7 California Labor Code and/or other statutes.

8 48. California Labor Code § 204 requires employers to provide employees with all
9 wages due and payable twice a month. The Wage Orders also provide that every employer shall
10 pay to each employee, on the established payday for the period involved, overtime wages for all
11 overtime hours worked in the payroll period. Defendants failed to provide Plaintiff and the Class
12 with all compensation due, in violation of California Labor Code § 204.

13 **THIRD CAUSE OF ACTION**

14 **(Against All Defendants for Failure to Provide Meal Periods)**

15 49. Plaintiff incorporates by reference and re-alleges as if fully stated herein
16 paragraphs 1 through 20 in this Complaint.

17 50. Under California law, Defendants have an affirmative obligation to relieve the
18 Plaintiff and the Class of all duty in order to take their first daily meal periods no later than the
19 start of Plaintiff and the Class' sixth hour of work in a workday, and to take their second meal
20 periods no later than the start of the eleventh hour of work in the workday. Section 512 of the
21 California Labor Code, and Section 11 of the applicable Wage Orders require that an employer
22 provide unpaid meal periods of at least 30 minutes for each five-hour period worked. It is a
23 violation of Section 226.7 of the California Labor Code for an employer to require any employee
24 to work during any meal period mandated under any Wage Order.

25 51. Despite these legal requirements, Defendants regularly failed to provide Plaintiff
26 and the Class with both meal periods as required by California law. By their failure to permit
27 and authorize Plaintiff and the Class to take all meal periods as alleged above (or due to the fact
28 that Defendants made it impossible or impracticable to take these uninterrupted meal periods),

Defendants willfully violated the provisions of Section 226.7 of the California Labor Code and the applicable Wage Orders.

52. Under California law, Plaintiff and the Class are entitled to be paid one hour of additional wages for each workday he or she was not provided with all required meal period(s), plus interest thereon.

FOURTH CAUSE OF ACTION

(Against All Defendants for Failure to Authorize and Permit Rest Periods)

53. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 20 in this Complaint.

54. Defendants are required by California law to authorize and permit breaks of 10 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). Section 512 of the California Labor Code, the applicable Wage Orders require that the employer permit and authorize all employees to take paid rest periods of 10 minutes each for each 4-hour period worked. Thus, for example, if an employee's work time is 6 hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws. It is a violation of Section 226.7 of the California Labor Code for an employer to require any employee to work during any rest period mandated under any Wage Order.

55. Despite these legal requirements, Defendants failed to authorize Plaintiff and the Class to take rest breaks, regardless of whether employees worked more than 4 hours in a workday. By their failure to permit and authorize Plaintiff and the Class to take rest periods as alleged above (or due to the fact that Defendants made it impossible or impracticable to take these uninterrupted rest periods), Defendants willfully violated the provisions of Section 226.7 of the California Labor Code and the applicable Wage Orders.

56. Under California law, Plaintiff and the Class are entitled to be paid one hour of premium wages rate for each workday he or she was not provided with all required rest break(s), plus interest thereon.

1 **FIFTH CAUSE OF ACTION**

2 **(Against All Defendants for Failure to Indemnify Necessary Business Expenses)**

3 57. Plaintiff incorporates by reference and re-alleges as if fully stated herein
4 paragraphs 1 through 20 in this Complaint.

5 58. Defendants violated Labor Code section 2802 and the IWC Wage Orders, by
6 failing to pay and indemnify the Plaintiff and the Class for their necessary expenditures and
7 losses incurred as direct consequence of the discharge of their duties or of their obedience to
8 directions of Defendants.

9 59. As a result, Plaintiff and the Class were damaged at least in the amounts of the
10 expenses they paid, or which were deducted by Defendants from their wages.

11 60. Plaintiff and the class they represent are entitled to attorney's fees, expenses, and
12 costs of suit pursuant to Labor Code section 2802(c) and interest pursuant to Labor Code section
13 2802(b).

14 **SIXTH CAUSE OF ACTION**

15 **(Against all Defendants for Failure to Pay Wages of Discharged Employees – Waiting Time**
16 **Penalties)**

17 61. Plaintiff incorporates by reference and re-alleges as if fully stated herein
18 paragraphs 1 through 20 in this Complaint.

19 62. At all times herein set forth, California Labor Code §§ 201 and 202 provide that if
20 an employer discharges an employee, the wages earned and unpaid at the time of discharge are
21 due and payable immediately, and that if an employee voluntarily leaves his or her employment,
22 his or her wages shall become due and payable not later than seventy-two (72) hours thereafter,
23 unless the employee has given seventy-two (72) hours previous notice of his or her intention to
24 quit, in which case the employee is entitled to his or her wages at the time of quitting.

25 63. Within the applicable statute of limitations, the employment of Plaintiff and many
26 other members of the Class ended, i.e., was terminated by quitting or discharge, and the
27 employment of others will be. However, during the relevant time period, Defendants failed, and
28 continue to fail to pay terminated Class Members, without abatement, all wages required to be

1 paid by California Labor Code sections 201 and 202 either at the time of discharge, or within
2 seventy-two (72) hours of their leaving Defendants' employ.

3 64. Defendants' failure to pay Plaintiff and those Class members who are no longer
4 employed by Defendants their wages earned and unpaid at the time of discharge, or within
5 seventy-two (72) hours of their leaving Defendants' employ, is in violation of California Labor
6 Code §§ 201 and 202.

7 65. California Labor Code § 203 provides that if an employer willfully fails to pay
8 wages owed, in accordance with sections 201 and 202, then the wages of the employee shall
9 continue as a penalty wage from the due date, and at the same rate until paid or until an action is
10 commenced; but the wages shall not continue for more than thirty (30) days.

11 66. Plaintiff and the Class are entitled to recover from Defendants their additionally
12 accruing wages for each day they were not paid, at their regular hourly rate of pay, up to 30 days
13 maximum pursuant to California Labor Code § 203.

14 67. Pursuant to California Labor Code §§ 218.5, 218.6 and 1194, Plaintiff and the
15 Class are also entitled to an award of reasonable attorneys' fees, interest, expenses, and costs
16 incurred in this action.

17 **SEVENTH CAUSE OF ACTION**

18 **(Against all Defendants for Failure to Provide and Maintain Accurate and** 19 **Compliant Wage Records)**

20 68. Plaintiff incorporates by reference and re-alleges as if fully stated herein
21 paragraphs 1 through 20 in this Complaint.

22 69. At all material times set forth herein, California Labor Code § 226(a) provides that
23 every employer shall furnish each of his or her employees an accurate itemized wage statement
24 in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours
25 worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate
26 if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made
27 on written orders of the employee may be aggregated and shown as one item, (5) net wages
28 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the

1 employee and the last four digits of his or her social security number or an employee
2 identification number other than a social security number, (8) the name and address of the legal
3 entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and
4 the corresponding number of hours worked at each hourly rate by the employee.

5 70. Defendants have intentionally and willfully failed to provide employees with
6 complete and accurate wage statements. The deficiencies include, among other things, the
7 failure to correctly identify the gross wages earned by Plaintiff and the Class, the failure to list
8 the true “total hours worked by the employee,” and the failure to list the true net wages earned.

9 71. As a result of Defendants’ violation of California Labor Code § 226(a), Plaintiff
10 and the Class have suffered injury and damage to their statutorily-protected rights.

11 72. Specifically, Plaintiff and the members of the Class have been injured by
12 Defendants’ intentional violation of California Labor Code § 226(a) because they were denied
13 both their legal right to receive, and their protected interest in receiving, accurate, itemized wage
14 statements under California Labor Code § 226(a).

15 73. Calculation of the true wage entitlement for Plaintiff and the Class is difficult and
16 time consuming. As a result of this unlawful burden, Plaintiff and the Class were also injured as
17 a result of having to bring this action to attempt to obtain correct wage information following
18 Defendants’ refusal to comply with many of the mandates of California’s Labor Code and related
19 laws and regulations.

20 74. Plaintiff and the Class are entitled to recover from Defendants their actual
21 damages caused by Defendants’ failure to comply with California Labor Code § 226(a).

22 75. Plaintiff and the Class are also entitled to injunctive relief, as well as an award of
23 attorney fees and costs to ensure compliance with this section, pursuant to California Labor Code
24 § 226(h).

25 **EIGHTH CAUSE OF ACTION**

26 **(Against all Defendants for Violation of California Business & Professions Code §§ 17200,**
27 **et seq.)**

1 unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

2 **Failure to Provide Meal Periods**

3 84. Defendants' failure to provide meal periods in accordance with California Labor
4 Code §§ 226.7 and 512, and the IWC Wage Orders, as alleged above, constitute unlawful and/or
5 unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

6 **Failure to Authorize and Permit Rest Periods**

7 85. Defendants' failure to authorize and permit rest periods in accordance with
8 California Labor Code § 226.7 and the IWC Wage Orders, as alleged above, constitutes unlawful
9 and/or unfair activity prohibited by Business and Professions Code §§ 17200, *et seq.*

10 **Failure to Indemnify Necessary Business Expenses**

11 86. Defendants' failure to indemnify employees for necessary business expenses in
12 accordance with California Labor Code § 2802 and the IWC Wage Orders, as alleged above,
13 constitutes unlawful and/or unfair activity prohibited by Business and Professions Code §§
14 17200, *et seq.*

15 **Failure to Provide Accurate Itemized Wage Statements**

16 87. Defendants' failure to provide accurate itemized wage statements in accordance
17 with California Labor Code § 226, as alleged above, constitutes unlawful and/or unfair activity
18 prohibited by California Business & Professions Code §§ 17200, *et seq.*

19 88. By and through their unfair, unlawful and/or fraudulent business practices
20 described herein, the Defendants, have obtained valuable property, money and services from
21 Plaintiff, and all persons similarly situated, and have deprived Plaintiff, and all persons similarly
22 situated, of valuable rights and benefits guaranteed by law, all to their detriment.

23 89. Plaintiff and the Class Members suffered monetary injury as a direct result of
24 Defendants' wrongful conduct.

25 90. Plaintiff, individually, and on behalf of members of the putative Class, is entitled
26 to, and do, seek such relief as may be necessary to disgorge money and/or property which the
27 Defendants have wrongfully acquired, or of which Plaintiff and the Class have been deprived, by
28 means of the above-described unfair, unlawful and/or fraudulent business practices. Plaintiff and

1 the Class are not obligated to establish individual knowledge of the wrongful practices of
2 Defendants in order to recover restitution.

3 91. Plaintiff, individually, and on behalf of members of the putative class, are further
4 entitled to and do seek a declaration that the above described business practices are unfair,
5 unlawful and/or fraudulent, and injunctive relief restraining the Defendants, and each of them,
6 from engaging in any of the above-described unfair, unlawful and/or fraudulent business
7 practices in the future.

8 92. Plaintiff, individually, and on behalf of members of the putative class, have no
9 plain, speedy, and/or adequate remedy at law to redress the injuries which the Class Members
10 suffered as a consequence of the Defendants' unfair, unlawful and/or fraudulent business
11 practices. As a result of the unfair, unlawful and/or fraudulent business practices described
12 above, Plaintiff, individually, and on behalf of members of the putative Class, has suffered and
13 will continue to suffer irreparable harm unless the Defendants, and each of them, are restrained
14 from continuing to engage in said unfair, unlawful and/or fraudulent business practices.

15 93. Plaintiff also alleges that if Defendants are not enjoined from the conduct set forth
16 herein above, they will continue to avoid paying the appropriate taxes, insurance and other
17 withholdings.

18 94. Pursuant to California Business & Professions Code §§ 17200, *et seq.*, Plaintiff
19 and putative Class Members are entitled to restitution of the wages withheld and retained by
20 Defendants during a period that commences four years prior to the filing of this complaint; a
21 permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff and
22 Class Members; an award of attorneys' fees pursuant to California Code of Civil Procedure §
23 1021.5 and other applicable laws; and an award of costs.

24 **NINTH CAUSE OF ACTION**

25 **(Against all Defendants for Civil Penalties Under the Private Attorneys General Act of**
26 **2004, Cal. Lab. Code § 2698 et seq.)**

27 95. Plaintiff incorporates by reference and re-alleges as if fully stated herein
28 paragraphs 1 through 20 in this Complaint.

1 96. At all times herein mentioned, Defendants were subject to the Labor Code of the
2 State of California and the applicable Industrial Welfare Commission Orders.

3 97. California Labor Code § 2699(a) specifically provides for a private right of action
4 to recover penalties for violations of the Labor Code: “Notwithstanding any other provision of
5 law, any provision of this code that provides for a civil penalty to be assessed and collected by
6 the Labor and Workforce Development Agency or any of its departments, divisions,
7 commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative,
8 be recovered through a civil action brought by an aggrieved employee on behalf of herself or
9 herself and other current or former employees pursuant to the procedures specified in Section
10 2699.3.”

11 98. Plaintiff has exhausted their administrative remedies pursuant to California Labor
12 Code § 2699.3. On July 20, 2025, Plaintiff gave written notice by online filing to the Labor and
13 Workforce Development Agency and by certified mail to Defendants of the specific provisions
14 of the Labor Code that Defendants have violated against Plaintiff and current and former
15 aggrieved employees, including the facts and theories to support the violations. Plaintiff also
16 paid the filing fee. Plaintiff’s PAGA case number is LWDA-CM-1113115-25. Attached hereto
17 as **Exhibit 1** and incorporated by reference is a copy of the written notice to the LWDA.

18 99. The statute of limitations is tolled while a plaintiff exhausts his/her administrative
19 remedies with California’s Labor and Workforce Development Agency (LWDA) prior to suit,
20 which is required by the statute. (See Cal. Lab. Code § 2699.3(d).)

21 100. More than 65 days have elapsed since Plaintiff provided notice, but the Labor and
22 Workforce Development Agency has not indicated that it intends to investigate Defendants’
23 Labor Code violations discussed in the notice. Accordingly, Plaintiff may commence a civil
24 action to recover penalties under Labor Code § 2699 pursuant to § 2699.3 for the violations of
25 the Labor Code described in this Complaint. These penalties include, but are not limited to,
26 penalties under California Labor Code §§ 210, 226.3, 1197.1, and 2699(f)(2).

27 101. In addition, Plaintiff seeks penalties for Defendants’ violation of California Labor
28 Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity,

1 employing labor who willfully fails to maintain accurate and complete records required by
2 California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable
3 IWC Order § 7(A)(3), every employer shall keep time records showing when the employee
4 begins and ends each work period. Meal periods, and total hours worked daily shall also be
5 recorded. Additionally, pursuant to the applicable IWC Order § 7(A)(5), every employer shall
6 keep total hours worked in the payroll period and applicable rates of pay.

7 102. During the time period of employment for Plaintiff and the Aggrieved Employees,
8 Defendants failed to maintain records pursuant to the Labor Code and IWC Orders by failing to
9 maintain accurate records showing meal periods, and accurate records showing when employees
10 begin and end each work period. Defendants' failure to provide and maintain records required by
11 the Labor Code IWC Wage Orders deprived Plaintiff and the Aggrieved Employees the ability to
12 know, understand and question the accuracy and frequency of meal periods, and the accuracy of
13 their hours worked stated in Defendants' records. Therefore, Plaintiff and the Aggrieved
14 Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an
15 unjustified economic enrichment to Defendants. As a direct result, Plaintiff and the Aggrieved
16 Employees have suffered and continue to suffer, substantial losses related to the use and
17 enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking
18 to compel Defendants to fully perform its obligation under state law, all to their respective
19 damage in amounts according to proof at trial. Because of Defendants' knowing failure to
20 comply with the Labor Code and applicable IWC Wage Orders, Plaintiff and the Aggrieved
21 Employees have also suffered an injury in that they were prevented from knowing,
22 understanding, and disputing the wage payments paid to them.

23 103. Based on the conduct described in this Complaint, Plaintiff is entitled to an award
24 of civil penalties on behalf of himself, the State of California, and similarly Aggrieved
25 Employees of Defendants. The exact amount of the applicable penalties, in all, is an amount to
26 be shown according to proof at trial. These penalties are in addition to all other remedies
27 permitted by law.
28

1 104. In addition, Plaintiff seeks an award of reasonable attorney's fees and costs
2 pursuant to Labor Code § 2699(g)(1), which states, "Any employee who prevails in any action
3 shall be entitled to an award of reasonable attorney's fees and costs."

4 **PRAYER FOR RELIEF**

5 Plaintiff, individually, and on behalf of all others similarly situated only with respect to
6 the class claims, prays for relief and judgment against Defendants, jointly and severally, as
7 follows:

8 Class Certification

- 9 1. That this action be certified as a class action with respect to the First, Second,
10 Third, Fourth, Fifth, Sixth, Seventh, and Eighth Causes of Action;
11 2. That Plaintiff be appointed as the representative of the Class; and
12 3. That counsel for Plaintiff be appointed as Class Counsel.

13 As to the First Cause of Action

- 14 4. That the Court declare, adjudge and decree that Defendants violated California
15 Labor Code §§ 204 and 1194 and applicable IWC Wage Orders by willfully failing to pay all
16 minimum wages due;
17 5. For general unpaid wages as may be appropriate;
18 6. For pre-judgment interest on any unpaid compensation commencing from the date
19 such amounts were due;
20 7. For liquidated damages;
21 8. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
22 California Labor Code § 1194(a); and,
23 9. For such other and further relief as the Court may deem equitable and appropriate.

24 As to the Second Cause of Action

- 25 10. That the Court declare, adjudge and decree that Defendants violated California
26 Labor Code §§ 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all
27 overtime wages due;
28 11. For general unpaid wages at overtime wage rates as may be appropriate;

12. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;

13. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code § 1194(a); and,

14. For such other and further relief as the Court may deem equitable and appropriate.

As to the Third Cause of Action

15. That the Court declare, adjudge and decree that Defendants violated California Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

16. For unpaid meal period premium wages as may be appropriate;

17. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;

18. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5, and for costs of suit incurred herein; and

19. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fourth Cause of Action

20. That the Court declare, adjudge and decree that Defendants violated California Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

21. For unpaid rest period premium wages as may be appropriate;

22. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;

23. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5, and for costs of suit incurred herein; and

24. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fifth Cause of Action

25. That the Court declare, adjudge and decree that Defendants violated Labor Code § 2802 and the IWC Wage Orders;

26. For general unpaid wages and reimbursement of business expenses as may be appropriate;

1 27. For pre-judgment interest on any unpaid compensation commencing from the date
2 such amounts were due;

3 28. For reasonable attorneys' fees and for costs of suit incurred herein; and

4 29. For such other and further relief as the Court may deem equitable and appropriate.

5 As to the Sixth Cause of Action

6 30. That the Court declare, adjudge and decree that Defendants violated California
7 Labor Code §§ 201, 202, and 203 by willfully failing to pay all compensation owed at the time of
8 termination of the employment;

9 31. For statutory wage penalties pursuant to California Labor Code § 203 for former
10 employees who have left Defendants' employ;

11 32. For pre-judgment interest on any unpaid wages from the date such amounts were
12 due;

13 33. For reasonable attorneys' fees and for costs of suit incurred herein; and

14 34. For such other and further relief as the Court may deem equitable and appropriate.

15 As to the Seventh Cause of Action

16 35. That the Court declare, adjudge and decree that Defendants violated the record
17 keeping provisions of California Labor Code § 226(a) and applicable IWC Wage Orders, and
18 willfully failed to provide accurate itemized wage statements thereto;

19 36. For penalties and actual damages pursuant to California Labor Code § 226(e);

20 37. For injunctive relief to ensure compliance with this section, pursuant to California
21 Labor Code § 226(h);

22 38. For reasonable attorneys' fees and for costs of suit incurred herein; and

23 39. For such other and further relief as the Court may deem equitable and appropriate.

24 As to the Eighth Cause of Action

25 40. That the Court declare, adjudge and decree that Defendants violated California
26 Business & Professions Code §§ 17200, *et seq.* by failing to pay wages for all hours worked
27 (including minimum and overtime wages), failing to provide meal periods, failing to maintain
28 accurate records of meal periods, failing to authorize and permit rest periods, and failing to

maintain accurate records of all hours worked and meal periods, failing to furnish accurate wage statements, and failing to indemnify necessary business expenses;

41. For restitution of unpaid wages to Plaintiff and all Class Members and prejudgment interest from the day such amounts were due and payable;

42. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violations of California Business & Professions Code §§ 17200 *et seq.*;

43. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure § 1021.5;

44. For injunctive relief to ensure compliance with this section, pursuant to California Business & Professions Code §§ 17200, *et seq.*; and,

45. For such other and further relief as the Court may deem equitable and appropriate.

As to the Ninth Cause of Action

46. That the Court declare, adjudge and decree that Defendants violated the California Labor Code by failing to pay wages for all hours worked (including minimum, straight time, and overtime wages), failing to provide meal periods, failing to authorize and permit rest periods, failing to furnish accurate wage statements, failing to reimburse for necessary business expenses incurred by Plaintiff and the Aggrieved Employees, and failing to maintain accurate records of all hours worked and meal periods;

47. An award of civil penalties on behalf of himself and all similarly aggrieved employees pursuant to PAGA;

48. Pre-judgment and post-judgment interest at the maximum rate allowed;

49. Attorneys' fees and costs reasonably incurred;

50. Injunctive and declaratory relief to the extent allowed by PAGA; and

51. Such other and further relief that the Court deems proper.

As to all Causes of Action

52. For any additional relief that the Court deems just and proper.

1 Dated: September 24, 2025

Respectfully submitted,

2 MOON LAW GROUP, PC

3
4 By: 

Kane Moon
Allen Feghali
S. Phillip Song
Jadwyn Parrish
Attorneys for Plaintiff

7
8 **DEMAND FOR JURY TRIAL**

9 Plaintiff demands a trial by jury as to all causes of action triable by jury.

10 Dated: September 24, 2025

MOON LAW GROUP, PC

11
12 By: 

Kane Moon
Allen Feghali
S. Phillip Song
Jadwyn Parrish
Attorneys for Plaintiff

EXHIBIT 1

MOON LAW GROUP, PC

ATTORNEYS AT LAW
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Kane Moon, Esq.
Kmoon@moonlawgroup.com

July 19, 2025

VIA ONLINE SUBMISSION

Labor & Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

VIA CERTIFIED MAIL

Greenhouse Software, Inc.
228 Park Avenue S, #14744
New York, NY 10003

Notice of Labor Code Violations and PAGA Penalties

Re: ***Michelle Ryan aka Michelle De La Torre v. Greenhouse Software, Inc.***

To Whom It May Concern:

Please be advised that my office has been retained by Michelle Ryan aka Michelle De La Torre ("Plaintiff") to pursue a Labor Code Private Attorney General Act (PAGA) representative action (Cal. Lab. Code §§ 2699, *et seq.*) against his former employer, Greenhouse Software, Inc. ("Defendant"). The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to Plaintiff and all of Defendant's aggrieved employees.

Plaintiff wishes to pursue a PAGA representative action on behalf of Plaintiff as an aggrieved employee, on behalf of the State of California, and on behalf of all other current and former aggrieved employees who worked for Defendant in California at any time within the applicable statutory period (hereafter, the "Aggrieved Employees").

Plaintiff and the Aggrieved Employees of Defendant suffered the Labor Code violations described below.

Factual Background Regarding Plaintiff's Employment with Defendant

Defendant owns and operates an industry, business, and establishment within the State of California, including San Francisco County. As such, Defendant is subject to the California Labor Code and the Wage Orders issued by the Industrial Welfare Commission ("IWC").

Plaintiff worked for Defendant as a cook from approximately July 2024 to March 2025. During the time period that Plaintiff was employed by Defendant, Plaintiff typically worked 5 to 6 days per week, and in excess of 8 hours each workday.

Throughout Plaintiff's employment, Defendant committed numerous labor code violations under state law. As discussed below, Plaintiff's experience working for Defendant was typical and illustrative.

Failure to Pay for All Hours Worked, Including Overtime

Under California law, an employer must pay for all hours worked by an employee. "Hours worked" is the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In addition, Labor Code § 510 provides that employees in California shall not be employed more than eight (8) hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

Labor Code §§ 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the Industrial Welfare Commission is unlawful.

Throughout the statutory period, Defendants maintained a policy and practice of not paying Plaintiff and the Aggrieved Employees for all hours worked, including all overtime wages. Plaintiff and the Aggrieved Employees were required to meet, email and text potential prospects and clients while off the clock, and uncompensated. Also, Plaintiff and the Aggrieved Employees were required to perform other duties off the clock, such as entering prospects into cadences on company software, and entering expenses in WorkDay applications, as well as completing paperwork, all uncompensated. Also, Plaintiff and the Aggrieved Employees were required to use their personal cellular telephones to communicate with clients, and to use work-related telephone applications such as Workday, Slack, LinkedIn, LeadIQ, and SalesLoft regularly while off the clock and uncompensated. Also, Defendants required that Plaintiff and the Aggrieved Employees log into work only inputting their scheduled shift times, but Plaintiff and the Aggrieved Employees often worked more than that, and therefore worked off the clock uncompensated. Also, Plaintiff and the Aggrieved Employees were required to complete training courses and videos, and perform research on the company and how to perform sales, all outside of regular business hours and off the clock, uncompensated. Also, Plaintiff and the Aggrieved Employees were required to complete coursework off the clock, and uncompensated. Also,

Plaintiff and the Aggrieved Employees were not always paid at the proper overtime rate, such as Plaintiff's final paystub dated April 4, 2025 showing 120 regular hours in a bi-weekly pay period with no overtime compensation. Also, Plaintiff and the Aggrieved Employees were sometimes interrupted during their meal breaks, without compensation. Also throughout the statutory period, Plaintiff and the Aggrieved Employees received non-discretionary bonuses, commissions, and other remuneration. However, Defendants failed to incorporate all remuneration when calculating the correct overtime rate of pay, break premium rate of pay, and sick day rate of pay, leading to underpayment.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, 1197.1, and 2699(f)(2) for failing to pay for all hours worked, including overtime.

Failure to Provide Meal Periods

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the start of sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s).

Despite these legal requirements, Defendant wrongfully failed to provide Plaintiff and the Aggrieved Employees with legally compliant meal periods. Defendant regularly required Plaintiff and the Aggrieved Employees to work in excess of five consecutive hours a day without providing a 30-minute, continuous and uninterrupted, duty-free meal period for every five hours of work, or without compensating Plaintiff and the Aggrieved Employees for meal periods that were not provided by the end of the fifth hour of work or tenth hour of work. Defendant did not adequately inform Plaintiff and the Aggrieved Employees of their right to take a meal period by the end of the fifth hour of work, or, for shifts greater than 10 hours, by the end of the tenth hour of work. Moreover, Defendant did not have adequate written policies or practices providing meal periods for Plaintiff and the Aggrieved Employees, nor did Defendant have adequate policies or practices regarding the timing of meal periods. Defendant also did not have adequate policies or practices to verify whether Plaintiff and the Aggrieved Employees were taking their required meal periods. Accordingly, Defendant's policy and practice was to not provide meal periods to Plaintiff and the Aggrieved Employees in compliance with California law.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not provided with all required meal period(s). Defendant, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for meal periods and that were not provided.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, and 2699(f)(2) for failing to provide meal periods and pay meal period premium wages.

Failure to Authorize and Permit Rest Periods

Employers are required by California law to authorize and permit breaks of 10 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). Thus, for example, if an employee's work time is 6 hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws.

Defendant, however, wrongfully failed to authorize and permit Plaintiff and the Aggrieved Employees to take timely and duty-free rest periods. Defendant regularly required Plaintiff and the Aggrieved Employees to work in excess of four consecutive hours a day without Defendant authorizing and permitting them to take a 10 minute, continuous and uninterrupted, rest period for every four hours of work (or major fraction of four hours), or without compensating Plaintiff and the Aggrieved Employees for rest periods that were not authorized or permitted. Defendant did not adequately inform Plaintiff and the Aggrieved Employees of their right to take a rest period. Moreover, Defendant did not have adequate policies or practices permitting or authorizing rest periods for Plaintiff and the Aggrieved Employees, nor did Defendant have adequate policies or practices regarding the timing of rest periods. Defendant also did not have adequate policies or practices to verify whether Plaintiff and the Aggrieved Employees were taking their required rest periods. Further, Defendant did not maintain accurate records of employee work periods, and therefore Defendant cannot demonstrate that Plaintiff and the Aggrieved Employees took rest periods during the middle of each work period. Accordingly, Defendant's policy and practice was for Plaintiff and the Aggrieved Employees to work through rest periods and to not authorize or permit them to take any rest periods.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not authorized and permitted to take all required rest period(s). Defendant, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for rest periods and that they were not authorized and permitted to take.

As a result, Defendant are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, and 2699(f)(2) for failing to authorize and permit rest periods and pay rest period premium wages.

Failure to Maintain Accurate Records of Hours Worked and Meal Periods

Plaintiff seeks penalties under Labor Code § 1174(d). Pursuant to Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

Defendant, however, failed to maintain accurate records of hours worked and all meal periods taken or missed by Plaintiff and the Aggrieved Employees.

Defendant's failure to provide and maintain records required by the Labor Code IWC Wage Orders deprived Plaintiff and the Aggrieved Employees the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Defendant's records. Therefore, Plaintiff and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Defendant. As a direct result, Plaintiff and the Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking to compel Defendant to fully perform its obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Defendant's knowing failure to comply with the Labor Code and applicable IWC Wage Orders, Plaintiff and the Aggrieved Employees have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 1174.5 for failing to maintain accurate records of hours worked and meal periods.

Failure to Reimburse and Indemnify Expenses

California Labor Code § 2802 requires employers to reimburse employees for their necessary expenditures and losses incurred in direct consequence of the discharge of their duties or of their obedience to directions of the employer.

Throughout the statutory period, Defendant wrongfully required Plaintiff and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Defendant without reimbursement, such as home office expenses such as upgrades to internet service, additional monitors, keyboards, desk mats, wires/cables, dock station, notebooks, office supplies, office furniture, printers, and the use of personal cellular telephones for work purposes. Plaintiff

and the Aggrieved Employees incurred these substantial expenses as a direct result of performing their job duties for Defendant, and Defendant has failed to indemnify Plaintiff and the Aggrieved Employees for these employment-related expenses.

Failure to Pay All Accrued Vacation Wages at Termination

Labor Code § 227.3 requires employers to pay employees for all unused vested vacation time at their final rate of pay upon termination of their employment.

During the statutory period, Defendant maintained a policy and practice of failing to pay Plaintiff and the Aggrieved Employees the correct amount of vacation pay owed at the termination of employment. For instance, when Plaintiff's employment with Defendant terminated, he was owed vacation wages at his true final wage rate on his final pay check from Defendant even though he had accrued unused vacation time. On information and belief, Defendant's failure to pay Plaintiff the correct amount of vacation pay was not a single, isolated incident, but was instead part of Defendant's policy and practice that applied to the Aggrieved Employees.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to pay all accrued vacation wages at termination.

Failure to Timely Pay All Wages at Termination

Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

Within the applicable statute of limitations, the employment of Plaintiff and many other Aggrieved Employees ended, i.e. was terminated by quitting or discharge, and the employment of others will be. However, during the relevant time period, Defendant failed, and continues to fail to pay Plaintiff and terminated Aggrieved Employees, without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendant's employ. These unpaid wages include wages for unpaid work time (including minimum and straight time wages), missed meal periods, and missed rest periods.

Defendant's conduct violates Labor Code §§ 201 and 202. Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate

until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

Accordingly, Plaintiff and the Aggrieved Employees are entitled to recover from Defendant their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to 30 days maximum pursuant to Labor Code § 203.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to timely pay all wages at termination.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. An employee is presumed to suffer an injury if this information is missing. (Lab. Code § 226(e)(2)(B)(iii).)

The statute further provides: “An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney’s fees.” (Lab. Code § 226(e)(1).)

Defendant intentionally and willfully failed to provide employees with complete and accurate wage statements. The deficiencies include, among other things, the failure to correctly identify hourly rates, the failure to correctly list gross wages earned, and the failure to list the true net wages earned, including wages for meal periods that were not provided in accordance with California law, wages for rest periods that were not authorized and permitted to take in accordance with California law, and correct wages earned for all hours worked.

As a result of Defendant violating Labor Code § 226, Plaintiff and similarly Aggrieved Employees suffered injury and damage to their statutorily protected rights.

Accordingly, Plaintiff and similarly Aggrieved Employees are entitled to recover from Defendant the greater of their actual damages caused by Defendant's failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding \$4,000 dollars per employee.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 226.3 for failing to furnish accurate itemized wage statements.

Failure to Pay All Earned Wages Twice Per Month

Based on its failure to pay Plaintiff and the Aggrieved Employees for all wages as discussed above, Defendant also violated Labor Code § 204.

Labor Code § 204 requires employers to pay employees all earned wages two times per month. Throughout the statute of limitations period applicable to this cause of action, employees were entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for hours worked. However, during all such times, Defendant systematically failed and refused to pay the employees all wages due, and failed to pay those wages twice a month, in that employees were not paid all wages for all meal periods not provided by Defendant, all wages for all rest periods not authorized and permitted by Defendant, and all wages for all hours worked. As a result, Defendant owes employees the legally required wages for unpaid wages, and Plaintiff and the Aggrieved Employees suffered damages in those amounts.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 210 for failing to pay all earned wages twice per month.

Action for Civil Penalties Under PAGA

In light of the above, Plaintiff alleges that Defendant violated the following provisions of the Labor Code with respect to the Aggrieved Employees:

1. Labor Code § 204, 510, 1194, 1197, and 1198 by failing to pay for all hours worked, including minimum wages, straight time wages and overtime wages;
2. Labor Code § 226.7, 512 and applicable Wage Orders by failing to provide meal periods;
3. Labor Code § 226.7 and applicable Wage Orders by failing to authorize and permit rest periods;
4. Labor Code § 1174.5 and applicable Wage Orders by failing to maintain accurate records of hours worked and meal periods taken or missed;

5. Labor Code § 2802 by failing to reimburse and indemnify employees for expenses and losses in the direct consequence and discharge of their duties;
6. Labor Code § 227.3 by failing to pay all vacation wages at termination;
7. Labor Code §§ 201 to 203 by willfully failing to pay all wages owed at termination;
8. Labor Code § 226 by failing to provide accurate itemized wage statements; and
9. Labor Code § 204 by failing to pay all earned wages two times per month.

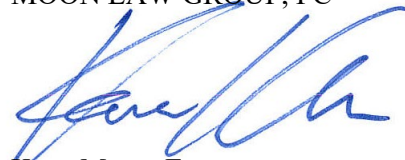
Therefore, on behalf of all Aggrieved Employees, Plaintiff seeks applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, penalties under Labor Code §§ 210, 226.3, 558, 1174.5, 1197.1, 2802, and 2699(f)(2).

Plaintiff has placed Defendant on notice by mailing a certified copy of this correspondence to its corporate address, as indicated on the first page.

Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,

MOON LAW GROUP, PC



Kane Moon, Esq.
Attorney at Law