



HAULK & HERRERA LLP

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August 8, 2025

VIA ONLINE SUBMISSION

Labor & Workforce Development Agency
Attn: PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, California 94102

Re: **Private Attorney General Act Notice**

Dear PAGA Administrator:

This firm represents Delmy Gonzalez with respect to her claims against LA 1000 Santa Fe, LLC, Soho House, LLC, and Soho House U.S. Corporation (collectively, "Soho House") arising out of violations of numerous provisions of the applicable California Labor Code and IWC Wage Order committed against all of Defendants' non-exempt employees.

This letter shall serve as written notice, pursuant to California Labor Code section 2699.3(a)(1), of Defendants' violations of the provisions of the Labor Code and Wage Order set forth below.

The purpose of this letter is to comply with Labor Code section 2699.3, which requires an aggrieved employee to notify their employer and the Labor & Workforce Development Agency ("LWDA") of the provisions of the Labor Code that the employer has allegedly violated before filing a civil claim under California's Labor Code Private Attorneys General Act ("PAGA").

As used herein, the term "**Aggrieved Employees**" refers to Plaintiff and to all current and former employees of Defendant who have worked for Defendant in the State of California. Plaintiff has suffered each of the Labor Code and Wage Order violations asserted herein.



SUMMARY OF FACTS

Defendants operate numerous members' clubs across Europe, North America, and Asia. From on or about August 2, 2019 through June 13, 2025, Plaintiff was employed by Defendants as a Room Attendant at Soho Warehouse, located in Los Angeles, California.

Beginning in or around March 2020, Defendants required Plaintiff and similarly aggrieved housekeeping employees to utilize their own personal cell phones and/or cell phone data to carry out their job duties, but failed to reimburse them for the costs of their cell phone plans and/or data plans. For example, Plaintiff was required to use her personal cellular phone to clock in and out through the "Paycom" application, as well as to access and respond to work assignments and room status updates through additional required applications, including "Know Housekeeping," "Workchat," and later "Workvivo." While Defendants issued certain mobile devices to room attendants, these devices did not contain the required applications, forcing Plaintiff to continue using her personal phone for work purposes without reimbursement in violation of Labor Code section 2802.

Defendants required Plaintiff to be physically inside the hotel to clock in because the Paycom application was configured with Wi-Fi and/or geolocation restrictions that prevented employees from punching in outside the premises. Despite this, Defendants inconsistently enforced their timekeeping rules—permitting certain employees to clock in late without discipline—while using alleged late clock-ins as a basis for adverse action against Plaintiff. In addition, Plaintiff was regularly unable to take compliant rest breaks due to the volume of work assigned, in violation of Labor Code section 226.7 and the applicable Wage Order.

In early June 2025, shortly after Plaintiff raised concerns to upper management about workload and treatment by her supervisor, Defendants accused her of falsifying time records on two dates in May 2025 and, on June 13, 2025, terminated her employment. However, on both dates, Plaintiff had entered the hotel before recording her clock-in time, and the stated reason for her termination was pretextual.

SUMMARY OF CLAIMS

Plaintiff alleges that Defendant engaged in a pattern of knowingly violating numerous Labor Code sections. In particular, Defendant has violated California's wage and hour laws by:

a) **Unpaid Wages:** Failing to pay Aggrieved Employees for all hours worked (including overtime), in violation of the applicable Wage Order and Labor Code sections 204, 510, 1194 et seq.



b) **Meal/Rest Breaks (Failure to Provide)**: Failing to permit Aggrieved Employees to take timely rest/meal breaks in violation of Labor Code section 226.7, 512, and the applicable Wage Order.

c) **Meal/Rest Breaks (Failure to Pay Premium Pay)**: Failing to pay premium pay to Aggrieved Employees for missed or untimely rest/meal breaks, in violation of Labor Code sections 226.7 and 512.

d) **Failure to Pay Wages (Intervals)**: Failing to pay all earned wages (including overtime compensation, and premium pay for missed meal and rest breaks), to Aggrieved Employees at least twice a month in violation of Labor Code section 204.

e) **Wage Statement Violations**: Failing to maintain and furnish to Aggrieved Employees accurate, itemized statements of hours worked, gross and net wages earned all applicable hourly rates in effect during the pay period and the number of hours worked at each hourly rate, and deductions in violation of the applicable Wage Order and Labor Code sections 226 and 226.3.

f) **Waiting Time Penalties**: Failing to pay all earned wages (including overtime compensation, and premium pay for missed meal breaks) at the time of termination or within 72 hours of resignation to Aggrieved Employees in violation of Labor Code sections 201, 202, 203, 206, and 227.3.

g) **Failure to Reimburse**: Failing to reimburse Aggrieved Employees for business expenses in violation of Labor Code section 2802.

h) **Violation of IWC Wage Order**: As set forth above, Plaintiff's violations of the Labor Code are also violations of the applicable IWC Wage Order, including those Paragraphs identified as "Hours and Days of Work," "Minimum Wages," "Reporting Time Pay," "Records," "Meal Periods," and "Rest Periods."

Plaintiff has suffered the violations alleged herein. This notice is based on the facts currently known to Plaintiff and is made without prejudice to Plaintiff's right to seek all available remedies for any and all additional violations that may subsequently be discovered or identified.



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Please advise this office within 65 days of the post-mark date of this notice whether the Labor & Workforce Development Agency intends to investigate the above-noted Labor Code and Wage Order violations. Thank you for your attention to this matter.

Very truly yours,

Jose M. Herrera

cc: LA 1000 Santa Fe, LLC, Soho House, LLC, and Soho House U.S. Corporation - *via Certified Mail/Return Receipt Requested*