COMMONWEALTH OF MASSACHUSETTS
SUPERIOR COURT

NICHOLAS SMITH and KAMILLIA SARGENT, on behalf of themselves and all others similarly situated, Plaintiffs, vs. PAYSCALE, INC., Defendant.	JURY DEMANDED Case No. 2584CV03484

FIRST AMENDED COMPLAINT

Plaintiffs Nick Smith and Kamillia Sargent ("Plaintiffs"), on behalf of themselves and others similarly situated, by and through their attorneys Outten & Golden LLP and Fair Work, P.C., complaining of the conduct of Defendant Payscale, Inc. ("Defendant" or "Payscale"), allege as follows:

NATURE OF THE ACTION

1. This lawsuit seeks to recover unpaid overtime compensation and other damages for Plaintiffs and similarly situated co-workers who have worked as Sales Development Representatives, however variously titled.

2. Payscale is a compensation and data software company which provides data and software related to employee compensation to businesses. Payscale is headquartered in Boston, Massachusetts and employs Sales Development Representatives nationwide.

3. Defendant employs Sales Development Representatives, such as Plaintiffs, to sell Defendant's products to prospective and existing customers by phone, email, social media, and LinkedIn.

4. Plaintiffs and similarly situated employees often work in excess of 8 hours per workday and 40 hours per workweek in order to complete required tasks.

5. While employed by Defendant, Plaintiffs consistently worked more than 8 hours per day and more than 40 hours per workweek without receiving overtime compensation for all the hours they worked. Throughout the relevant period, it was Defendant's policy to deprive Plaintiffs and other similarly situated individuals of their earned overtime wages in violation of the Fair Labor Standards Act ("FLSA"), 29 U.S.C. §§ 201, *et seq.*, the California Labor Code ("Cal. Lab. Code") and applicable Wage Orders and regulations, and the California Unfair Business Practices Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.* (collectively, the "California Wage Laws").

6. On information and belief, Defendant did not instruct Sales Development Representatives to accurately record all hours worked, including overtime hours.

7. Defendant supervised Sales Development Representatives' work and is aware of the work Sales Development Representatives performed without proper overtime compensation.

8. Plaintiffs bring this action on behalf of themselves and all similarly situated current and former Sales Development Representatives of Defendant pursuant to the FLSA.

9. Plaintiff Smith also brings this action to recover unpaid overtime compensation and other damages for himself and similarly situated current and former employees who worked for Defendant in California as a Massachusetts Rule of Civil Procedure 23 class action under the California Wage Laws.

10. Plaintiff Smith also asserts claims pursuant to California's Private Attorneys General Act ("PAGA"), Cal. Labor Code §§ 2698 *et seq.* on behalf of himself and other current and former employees as well as the general public to recover for violations of the California Labor

Code. Plaintiff Smith has provided written notice to the California Labor and Workforce Development Agency ("LWDA") of the legal claims and theories of this case pursuant to Cal Lab. Code § 2699.3.

JURISDICTION & VENUE

11. The Superior Court has jurisdiction over this action pursuant to M.G.L. c. 212, § 3, because this is a civil action for money damages where there is no reasonable likelihood that the plaintiff will recover an amount less than or equal to $50,000.

12. Payscale is subject to personal jurisdiction in Massachusetts.

13. Venue is proper because Payscale is headquartered in Suffolk County.

THE PARTIES

Plaintiff Nicholas Smith

14. Plaintiff Smith is a resident of Los Angeles, California.

15. Plaintiff Smith was employed by Defendant and worked remotely from California as a Sales Development Representative from May 2019 until August 2024.

16. At all times relevant to the Class and Collective Action Complaint, Plaintiff Smith was an "employee" within the meaning of all applicable statutes.

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

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

Plaintiff Kamillia Sargent

19. Plaintiff Sargent is a resident of Memphis, Tennessee.

20. Plaintiff Sargent was employed by Defendant and worked remotely from Tennessee as a Sales Development Representative from December 2022 until June 2024.

21. At all times relevant to the Class and Collective Action Complaint, Plaintiff Sargent was an "employee" within the meaning of all applicable statutes.

22. Plaintiff Sargent regularly worked more than 40 hours in a workweek but was not paid for hours worked over 40.

23. A written consent form signed by Plaintiff Sargent is attached as **Exhibit B.**

Defendant Payscale, Inc.

24. Payscale is a domestic corporation with its principal place of business in Boston, Massachusetts.

25. Defendant Payscale has maintained control, oversight, and direction over its operations and employment practices.

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

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

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

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

COLLECTIVE ACTION CLAIMS

30. Plaintiffs bring the First Cause of Action pursuant to the FLSA, 29 U.S.C. § 216(b), on behalf of themselves and all similarly situated persons who work or have worked for

Defendant as a Sales Development Representative nationwide within the last three years and who elect to opt-in to this action.

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

32. Defendant unlawfully required Plaintiffs and all individuals employed as Sales Development Representatives to work in excess of 40 hours per week without paying them overtime compensation at a rate of at least one and one-half times their regular hourly rate for all overtime hours worked.

33. Plaintiffs seek to proceed as a collective action with regard to the First Cause of Action pursuant to 29 U.S.C. § 216(b) on behalf of himself and the following group of persons:

> All Sales Development Representatives who are currently or have been employed by the Defendant nationwide at any time after June 1, 2022 (hereinafter referred to as the "Collective" and the "Collective Period," respectively).

34. Defendant was aware or should have been aware that the law required it to pay non-exempt employees, including Plaintiffs and the Collective, an overtime premium of one and one-half times their regular rate of pay for all work-hours Defendant suffered or permitted them to work in excess of 40 per workweek. Upon information and belief, Defendant applied the same unlawful policies and practices to its Sales Development Representatives throughout the United States, including but not limited to California, Massachusetts, Tennessee, Texas, and Washington.

35. The Collective members are readily identifiable and locatable through the use of the Defendant's records. The Collective should be notified of and allowed to opt in to this action, pursuant to 29 U.S.C. § 216(b). Unless the Court promptly issues such a notice, the Collective, who have been unlawfully deprived of overtime pay in violation of the FLSA, will be unable to

secure compensation to which they are entitled, and which has been unlawfully withheld from them by the Defendant.

CLASS ALLEGATIONS

36. Plaintiff Smith brings the Second, Third, Fourth, Fifth, and Sixth Causes of Action on his own behalf and as a class action, pursuant to Massachusetts Rule of Civil Procedure 23(a) and (b), on behalf of the following class of persons:

> All Sales Development Representatives who are currently or have been employed by the Defendant in the State of California at any time from June 1, 2022, through the entry of judgment in this case (hereinafter referred to as the "Class" and the "Class Period," respectively).

37. Excluded from the Class are Defendant's legal representatives, officers, directors, assigns, and successors, or any individual who has, or who at any time during the class period has had, a controlling interest in Defendant; the Judge(s) to whom this case is assigned and any member of the Judge(s)' immediate family; and all persons who will submit timely and otherwise proper requests for exclusion from the Class.

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

39. There are questions of law and fact common to the Class that predominate over any questions solely affecting individual members of the Class, including but not limited to:

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

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

c. Whether the Defendant has unlawfully failed to timely pay wages due during employment and upon separation in violation of Cal. Labor Code §§ 201, 202, 203, and 204;

d. Whether the Defendant has unlawfully failed to furnish the Class members with proper meal breaks, in violation of the California Labor Code and related regulations, Cal. Lab. Code §§ 226.7, 512 and applicable wage orders; and

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

40. Plaintiff Smith fairly and adequately protects the interests of the Class and has no interests antagonistic to the class. Plaintiff Smith is represented by attorneys who are experienced and competent in both class litigation and employment litigation.

41. A class is superior to other available methods for the fair and efficient adjudication of the controversy, particularly in the context of wage-and-hour litigation where an individual plaintiff lacks the financial resources to vigorously prosecute a lawsuit in court against the corporate Defendant. The damages sustained by individual class members are small compared to the expense and burden of individual prosecution of this litigation. Class action treatment will obviate unduly duplicative litigation and the possibility of inconsistent judgments.

42. Further, Plaintiff Smith and the Class have been equally affected by the Defendant's failure to pay proper wages and other violations. Moreover, members of the Class still employed by the Defendant may be reluctant to raise individual claims for fear of retaliation.

43. Defendant has acted or refused to act on grounds generally applicable to the Class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the class as a whole.

44. Plaintiff Smith's claims are typical of those of the Class. Plaintiff Smith and the other Class members were subjected to the Defendant's policies, practices, programs, procedures, protocols and plans alleged herein concerning the failure to pay proper wages and the failure to keep adequate records. Plaintiff Smith's claims are typical of those of the other class members.

45. A class action is superior to other available methods for the fair and efficient adjudication of this litigation – particularly in the context of wage litigation like the present action, where individual plaintiffs may lack the financial resources to vigorously prosecute a lawsuit in court against a corporate Defendant. The members of the Class have been damaged and are entitled to recovery as a result of Defendant's common and uniform policies, practices, and procedures. Although the relative damages suffered by individual members of the Class are not *de minimis*, such damages are small compared to the expense and burden of individual prosecution of this litigation. In addition, class treatment is superior because it will obviate the need for unduly duplicative litigation that might result in inconsistent judgments about Defendant's practices.

COMMON FACTUAL ALLEGATIONS

46. Plaintiffs, the members of the Collective and the Class, and PAGA Aggrieved Employees (collectively, "Class Members") have been victims of Defendant's common policy and plan that has violated their rights under the FLSA and California Wage Laws by requiring Sales Development Representatives to work in excess of 40 hours per week and in excess of 8 hours per day (and for Class members, in excess of 12 hours per day) and denying them overtime compensation for all overtime hours worked. At all times relevant, Defendant's unlawful policy and pattern or practice has been willful.

47. Upon information and belief, Defendant has a policy and pattern or practice to prohibit Plaintiffs and Class Members from recording their actual overtime hours worked per week.

48. All of the work performed by Class Members was assigned by Defendant and/or Defendant was aware of the "off-the-clock" work that Plaintiffs and Class Members performed.

49. Upon information and belief, Defendant has had a policy and pattern or practice to require Plaintiffs and Class Members to work in excess of 8 hours per workday (and in excess of 12 hours per day), or 40 hours per week, and requiring Plaintiffs and Class Members to perform additional work on weekends, without proper overtime compensation.

50. Defendant failed to pay Plaintiffs and Class Members time and one-half for all hours worked over 40 in a workweek in violation of the FLSA.

51. Defendant failed to pay Plaintiff Smith and Class members overtime compensation for all of their overtime hours worked, including for any of the overtime hours they worked over 8 in a workday and over 40 in a workweek, and failed to pay double the rate of pay to Class Members who worked in excess of 12 hours per day.

52. Defendant failed to furnish Plaintiff Smith and the Class members with an accurate itemized statement showing, *inter alia*, wages, hours worked, and rates paid as required by the California Wage Laws.

53. Defendant failed to timely pay Plaintiff Smith and the Class Members all wages earned and unpaid at the time of separation from employment.

54. Plaintiff Smith and all Class members who ceased employment with Defendant are entitled to unpaid compensation, but to date have not received such compensation.

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

56. Defendant failed to provide Plaintiff Smith and Class members with at least a half-hour meal break in which they were relieved of all duty, and, for shifts of more than ten-hour shifts, a second half-hour meal break in which they were relieved of all duty, as required by the California Wage Laws.

57. As part of its regular business practice, Defendant intentionally, willfully, and repeatedly engaged in a pattern, practice, and/or policy that violates the FLSA, the California Wage Laws, and PAGA.

58. Defendant's policy and pattern or practice includes but is not limited to:

a. willfully failing to record all of the time that its employees, including Plaintiffs and Class Members, worked for the benefit of Defendant;

b. willfully failing to keep payroll records as required by the FLSA and California Wage Laws;

c. willfully requiring Plaintiffs and Class Members to work "off-the-clock;" and

d. willfully failing to pay its employees, including Plaintiffs and Class Members, overtime wages for all of the overtime hours that they worked.

59. Defendant was or should have been aware that the FLSA required it to pay its Sales Development Representatives overtime compensation for all hours worked in excess of 40 per week.

60. Defendant's failure to pay Plaintiffs and Class Members overtime wages for their work in excess of 40 hours per week was willful, intentional, and in bad faith.

61. Defendant's unlawful conduct has been widespread, repeated, and consistent.

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

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

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

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

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

66. Defendant failed to make a good faith effort to comply with the FLSA with respect to its compensation to Plaintiffs and the Collective.

67. Because Defendant's violations of the FLSA was willful, a three-year statute of limitations applies, pursuant to 29 U.S.C. § 255.

68. As a consequence of the willful underpayment of wages, alleged above, Plaintiffs and members of the Collective have incurred damages thereby and the Defendant are indebted to them in the amount of the unpaid overtime compensation, together with interest, liquidated damages, attorneys' fees, and costs in an amount to be determined at trial.

SECOND CAUSE OF ACTION

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

69. Plaintiff Smith realleges and incorporates by reference all allegations in all preceding paragraphs.

70. California law requires employers, such as Defendant, to pay overtime compensation to all non-exempt employees for all hours worked over 40 per workweek and over 8 per day, and to pay double the regular rate of pay for work performed in excess of 12 hours per day.

71. Plaintiff Smith and the Class members are non-exempt employees entitled to be paid overtime compensation for all overtime hours worked.

72. At all relevant times, Plaintiff Smith and the Class members worked in excess of 40 hours in a workweek and 8 hours in a workday, and in excess of 12 hours in a workday.

73. At all relevant times, Defendant failed and refused to pay Plaintiff Smith and the Class members overtime compensation for all of their overtime hours worked.

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

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

75. Plaintiff Smith realleges and incorporates by reference all allegations in all preceding paragraphs.

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

77. Plaintiff Smith and the Class members are entitled to and seek injunctive relief requiring Defendant to comply with California Labor Code §§ 226(a) and 1174(d), and further seek the amount provided under California Labor Code §§ 226(e) and 1174.5, including 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.

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

78. Plaintiff Smith realleges and incorporates by reference all allegations in all preceding paragraphs.

79. California Labor Code §§ 201 and 202 requires Defendant to pay its employees all wages due upon termination within the time specified by law. California Labor Code § 203 provides that if an employer willfully fails to timely pay such wages, the employer must continue

to pay the subject employees' wages until the back wages are paid in full or an action is commenced, up to a maximum of thirty (30) days of wages.

80. Plaintiff Smith and all Class members who ceased employment with Defendant are entitled to unpaid compensation, but to date have not received such compensation.

81. More than thirty (30) days have passed since Plaintiff Smith and certain Class members left Defendant's employ.

82. Plaintiff Smith, on behalf of himself and the Class members, seeks waiting time penalties pursuant to California Labor Code § 203, attorneys' fees and costs, and such other legal and equitable relief as the Court deems just and proper.

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

83. Plaintiff Smith realleges and incorporates by reference the preceding paragraphs as if they were set forth again herein.

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

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

SIXTH CAUSE OF ACTION
California Wage Laws – Unfair Competition
California Business & Professions Code §§ 17200, *et seq*.
(Brought by Plaintiff Smith Individually and on Behalf of the Class)

86. Plaintiff Smith realleges and incorporates by reference all allegations in all preceding paragraphs.

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

88. Beginning at a date unknown to Plaintiff Smith, but at least as long ago as four years prior to the filing of the Class and Collective Action Complaint, Defendant committed, and continues to commit, acts of unfair competition, as defined by the UCL, by, among other things, engaging in the acts and practices described herein. Defendant's conduct as alleged herein has injured Plaintiff Smith and the Class members by wrongfully denying them earned wages, and therefore was substantially injurious to them.

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

a. FLSA, 29 U.S.C. §§ 201, *et seq.*;

b. Cal. Lab. Code §§ 201-204;

c. Cal. Lab. Code § 1194;

d. Cal. Lab. Code § 226;

e. Cal. Lab. Code § 1174; and

f. Cal. Lab. Code § 510.

90. Defendant's course of conduct, acts, and practices in violation of the California

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

91. The unlawful and unfair business practices and acts of Defendant, described above, have injured Plaintiff and the Class members in that they were wrongfully denied the payment of earned overtime wages.

92. Plaintiff Smith, individually and on behalf of the Class, seeks recovery of attorneys' fees and costs of this action to be paid by Defendant, as provided by the UCL and California Labor Code §§ 218, 218.5, and 1194.

93. Plaintiff Smith, individually and on behalf of the Class, seeks restitution in the amount of the respective unpaid wages earned and due, including for unpaid overtime at a rate not less than one and one-half times the regular rate of pay for work performed in excess of 40 hours in a workweek, or 8 hours in a day, and double the regular rate of pay for work performed in excess of 12 hours per day.

SEVENTH CAUSE OF ACTION

Private Attorneys General Act, Cal. Lab. Code California Wage Laws – Unfair Competition §§ 2699, et seq.
(Brought by Plaintiff Smith individually and on Behalf of the Aggrieved Employees)

94. Plaintiff Nick Smith, on behalf of the State of California and all Aggrieved Employees, realleges and incorporates by reference all other paragraphs as if they were set forth again herein.

95. Plaintiff Smith is an Aggrieved Employee under PAGA, as he was employed by Defendant during the applicable statutory period and suffered each of the California Labor Code violations set forth herein. Accordingly, he seeks to recover on behalf of the State of California and all other current and former Aggrieved Employees of Defendant who worked during the

statutory period, but not on his own behalf, the civil penalties powered by PAGA, plus reasonable attorney's fees and costs.

96. Plaintiff Smith provided written notice to the LWDA by online filing and to Defendant via certified mail of the legal claims and theories of their claims in this case on December 8, 2025.

97. Plaintiff Smith seeks civil penalties pursuant to PAGA for violations of the following California Labor Code provisions:

a. Failure to pay overtime compensation in full for all hours worked over 40 in a workweek and/or over eight hours in a workday in violation of California Labor Code §§ 510, 1194, 1198 and Cal. Industrial Welfare Commission Wage Order Nos. 4-2001 and 7-2001;

b. Failure to timely pay wages during employment and upon separation in violation of Labor Code §§ 201-204;

c. Failure to provide timely, accurate, and itemized wage statements in violation of Labor Code §§ 226 and 226.3; and

d. Failure to provide uninterrupted meal breaks in violation of Labor Code § 512.

Jury Demand

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

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, individually and on behalf of the Collective and Class, request the following relief:

A. Designation of this action as a collective action on behalf of the Collective and prompt issuance of notice pursuant to 29 U.S.C. § 216(b) to all similarly situated members of the Collective, apprising them of the pendency of this action, and permitting them to assert timely FLSA claims in this action by filing individual Consent to Join forms pursuant to 29 U.S.C. § 216(b);

B. Certification of this action as a class action on behalf of the Class pursuant to Massachusetts Rule of Civil Procedure 23;

C. Designation of Plaintiff Smith as Representative of the Class he seeks to represent;

D. Designation of Plaintiff Smith's counsel of record as Class Counsel for the Class;

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

F. Appropriate equitable and injunctive relief to remedy violations;

G. Reasonable service award for Plaintiffs to compensate them for the time they spent attempting to recover wages for the Collective and/or Class and for the risks they took in doing so;

H. Costs of the action incurred herein;

I. Attorneys' fees;

J. Pre- and post-judgment interest, as provided by law;

K. Civil penalties provided per violation, under the California Private Attorneys General Act, California Labor Code §§ 2698, et seq.; and

L. Such other relief as this Court deems necessary, just, and proper.

Dated: Boston, Massachusetts
January 7, 2026

Respectfully submitted,
NICHOLAS SMITH and KAMILLIA SARGENT, on behalf of themselves and all others similarly situated,

By: */s/ Hillary Schwab*

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Attorneys for Plaintiffs, Proposed Class and Collective Members, and Aggrieved Employees

Exhibit A

CONSENT TO BE A PARTY PLAINTIFF

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

Signature

Nicholas Smith

Print

Exhibit B

CONSENT TO BE A PARTY PLAINTIFF

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

____
Signature

Kamillia Sargent
____
Print