Samara Cidrim | Attorney

FRONTIER
Law Center

Samara@frontierlawcenter.com
(818) 436-0477
6200 Canoga Ave., Suite 470
Woodland Hills, CA 91367

www.frontierlawcenter.com

March 13, 2026

Via Online Filing	**Via Certified Mail**
http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html	Gorgias Inc. 180 Sansome Street Ste 1800 San Francisco, CA 94104

Subject: *Krishna Campbell v. Gorgias Inc.*

Dear Representative:

This office represents Krishna L Campbell ("Plaintiff") in connection with Labor Code violation claims related to their employment with Gorgias Inc. ("Employer"). Employer can be contacted at:

Gorgias Inc.
180 Sansome Street
Ste 1800
San Francisco, CA 94104

Plaintiff has personally suffered each of the Labor Code violations alleged in this letter while employed by Employer within the applicable one-year statute of limitations period. As such, Plaintiff intends to seek PAGA penalties on behalf of herself and all other non-exempt employees of Employer employed in California and who were subjected to any or all of the Labor Code violations referenced herein during the PAGA Period (together with Plaintiff, "Aggrieved Employees"). The PAGA Period begins one year prior to the date of this letter and, because the violations alleged herein are ongoing, the PAGA Period extends beyond the date of this letter.

In response to Labor Code violations alleged below, PAGA provides Employer with specific options to mitigate potential penalties:

Taking All Reasonable Steps to Be in Compliance:

Employer can reduce potential penalties to 15% of the maximum by demonstrating it has already taken all reasonable steps to be in compliance with all Labor Code provisions identified in this notice prior to receiving it. If Employer believes it has already taken all reasonable steps to be in compliance with all Labor Code provisions identified in this notice, Employer is encouraged to contact our office to set forth all reasonable steps taken.

If all reasonable steps are taken to be in compliance with all Labor Code provisions identified in this notice within 60 days after receiving it, penalties may be reduced to 30% of the maximum. If Employer intends to take all reasonable steps to be in compliance with all Labor Code provisions identified in this notice, Employer is encouraged to engage in good faith meet-and-confer discussions with our office regarding the alleged violations. Failure to do so may support a finding that all reasonable steps were not taken to comply with the Labor Code provisions identified herein.

Curing Violations:

For certain violations, Employer has the opportunity to fully cure the alleged violations to further reduce penalties or even avoid penalties altogether. Once again, we strongly encourage Employer to promptly initiate meet-and-confer discussions with our office as part of any compliance or cure efforts. Failure to do so may result in a cure that is insufficient.

Employer must notify both our office and the Labor and Workforce Development Agency (LWDA) of any steps taken towards compliance or any attempts to cure. Not only does this approach demonstrate a good faith attempt to come into compliance, but failure to do so could potentially support a finding that Employer's conduct was malicious, fraudulent, or oppressive, thereby leading to increased penalties pursuant to Labor Code section 2699(f)(2)(B).

All communications regarding this matter should be directed to:

Frontier Law Center
6200 Canoga Ave, Suite 470
Woodland Hills, CA 91367

This letter is sent pursuant to the requirements of Labor Code section 2699.3. The Labor Code violations being alleged are as follows:

Minimum Wage Violations

Labor Code section 1197 and the applicable Wage Order requires an employer to pay an employee no less than the minimum wage for all hours worked.

Employer failed to pay the Aggrieved Employees the minimum wage for all hours worked because the Aggrieved Employees were required to perform work while off the clock. Specifically, the Aggrieved Employees regularly worked one to two hours beyond their scheduled workday to complete project-based customer work, build deliverables for customers, and cover customer calls in different time zones. Despite this regular practice, Employer maintained no timekeeping system to track these hours and failed to compensate the Aggrieved Employees for this off-the-clock work. The Aggrieved Employees performed substantive job duties during this unpaid time, including completing customer implementation projects, responding to customer needs, and managing customer accounts outside their scheduled hours.

Civil Penalties Applicable to Minimum Wage Violations

As a result of the above minimum wage violations, Employer is subject to the civil penalties listed in Labor Code sections 1197.1 and 2699.

Overtime Violations

Labor Code section 510 and the applicable Wage Order provides that an employee shall be paid one and one-half times their regular rate of pay for any work in excess of eight hours in one workday or 40 hours in any one workweek. Labor Code section 510 and the applicable Wage Order further provides that an employee shall be paid twice their regular rate of pay for any work in excess of 12 hours in one day.

Unpaid Overtime Due to Off the Clock Work

The Aggrieved Employees regularly worked in excess of eight hours in a day and 40 hours in a workweek. Since the Aggrieved Employees were required to perform work off the clock, it follows that this time was often overtime. Thus, the Aggrieved Employees were not paid all overtime wages owed.

The Aggrieved Employees routinely worked one to two additional hours after completing their scheduled workday to finish customer projects, respond to customer demands, and handle APAC region coverage that required adjusted work schedules. Since the Aggrieved Employees were required to perform this work off the clock without any timekeeping system in place, it follows that this time was often overtime. Thus, the Aggrieved Employees were not paid all overtime wages owed.

Further compounding this violation, Employer appears to have misclassified the Aggrieved Employees as exempt from overtime requirements. Despite this exempt classification, Employer inconsistently paid overtime compensation to Aggrieved Employees on approximately four occasions in 2024, demonstrating that Employer itself did not treat the positions as properly exempt. This misclassification resulted in systematic underpayment of overtime to the Aggrieved Employees who regularly exceeded eight hours per day and 40 hours per week

Civil Penalties Applicable to Overtime Violations

As a result of the above overtime violations, Employer is subject to the civil penalties listed in Labor Code sections 558, 1197.1, and 2699.

<u>Meal Break Violations</u>

Labor Code section 512 and the applicable Wage Order provides that an employer shall not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, or more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes. Meal periods must be uninterrupted, and the employee must be relieved of all duty.

Labor Code section 226.7 further provides that an employee is entitled to one hour of pay at their regular rate of pay for each day that a compliant meal period was not provided.

Missed or Late Meal Breaks

The Aggrieved Employees' meal breaks were regularly missed or delayed because Employer failed to implement any formal meal break scheduling system. Instead, the Aggrieved Employees were expected to take meal breaks informally, "playing it by ear" based on workload demands. The Aggrieved Employees frequently had to skip or delay their meal periods due to scheduled meetings that conflicted with meal times and lack of adequate coverage to handle customer demands during meal periods.

The remote work environment compounded this violation, as Employer maintained no system to track or ensure that meal breaks were taken timely or at all. The Aggrieved Employees were left to determine when, if ever, they could take meal breaks based on customer needs and work volume, rather than being provided with scheduled, protected meal periods.

Premium pay for missed meal breaks must be paid at the employees' regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC*, 11 Cal. 5th 858 (2021)). The regular rate of pay includes all remunerations, including shift differentials, incentive pay, and other non-discretionary bonuses. Here, the Aggrieved Employees did not receive premium pay for missed meal breaks.

On Call Meal Breaks

An employer provides compliant meal breaks to its employees "if it relieves its employees of all duty, relinquishes control over their activities and permits them a reasonable opportunity to take an uninterrupted 30-minute break." (*Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004, 1040 (2012)).

Here, the Aggrieved Employees were required to remain on call and available during their meal periods because they had to respond to customer calls and remain accessible for customer needs. The nature of the project-based customer implementation work required the Aggrieved Employees to be available to customers throughout the workday, including during meal periods. This was particularly true when the Aggrieved Employees were assigned to cover APAC region customer accounts, which required adjusted work schedules and left no adequate coverage during meal times.

When coverage was unavailable and customer demands were high, the Aggrieved Employees could not take uninterrupted meal breaks without leaving customers unattended. Thus, the Aggrieved Employees were not relieved of all duty during their meal periods, rendering those meal breaks non-compliant.

Meal Breaks Were Impeded and Discouraged

Not only must an employer affirmatively relieve its employees of all duty during their meal breaks, it also must not "impede or discourage" its employees from taking compliant meal breaks. (*Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004, 1040 (2012)).

Here, Employer impeded or discouraged its employees from taking compliant meal breaks because Employer failed to establish any formal meal break policy, failed to schedule meal breaks, failed to provide adequate coverage during meal periods, and failed to track whether meal breaks were taken. By leaving meal break timing entirely to the Aggrieved Employees' discretion and subject to customer demands and workload, Employer created a work environment in which taking timely, uninterrupted meal breaks was effectively discouraged.

The lack of any formal system to ensure compliant meal breaks, combined with the project-based nature of the work and customer service demands, resulted in a pattern of missed, late, and non-compliant meal periods across the Aggrieved Employee class.

Civil Penalties Applicable to Meal Break Violations

As a result of the above meal break violations, Employer is subject to the civil penalties listed in Labor Code sections 558 and 2699.

Rest Break Violations

Labor Code section 226.7 and the applicable Wage Order requires employers to authorize and permit its employees to take rest periods based on the total hours worked daily at the rate of 10 minutes net per four hours or major fraction thereof. Employees must be relieved of all duties during their rest breaks.

Labor Code section 226.7 further provides that an employee is entitled to one hour of pay at their regular rate of pay for each day that a compliant rest break was not provided.

Missed or Short Rest Breaks

The Aggrieved Employees' rest breaks were regularly missed because Employer did not implement any formal rest break policy or schedule. Instead, rest break timing was left entirely to the Aggrieved Employees' discretion, to be taken "whenever needed." Rest breaks were not formally tracked, scheduled, or monitored by Employer.

This informal approach to rest breaks resulted in the Aggrieved Employees frequently working through rest periods when workload and customer demands were high. Without a formal system ensuring that rest breaks were authorized and permitted at appropriate intervals, the Aggrieved Employees were not provided with compliant rest breaks on a consistent basis.

Premium pay for missed rest breaks must be paid at the employees' regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC*, 11 Cal. 5th 858 (2021)). The regular rate of pay includes all remunerations, including shift differentials, incentive pay, and other non-discretionary bonuses. Here, the Aggrieved Employees did not receive premium pay for missed rest breaks.

On Call and On Duty Rest Breaks

The Aggrieved Employees were required to remain on call and generally on duty during their rest breaks. Courts have repeatedly held that employers may not impose any limits on rest breaks. (*Augustus v. ABM Sec. Servs., Inc*., 2 Cal. 5th 257, 269 (2016) (an employer cannot "satisfy its obligation to relieve employees from duties and employer control during rest periods when the employer [] requires its employees to remain on call")). Thus, Employer violated the Labor Code by requiring the Aggrieved Employees to remain on call and on duty during their rest breaks.

Because the Aggrieved Employees had to remain available to respond to customer needs, handle customer calls, and manage ongoing customer implementation projects, they were not relieved of all duties during rest periods. The lack of adequate coverage, particularly when managing APAC region accounts, meant the Aggrieved Employees could not take off-duty rest breaks without leaving customers unattended. This requirement to remain available and on duty rendered rest breaks non-compliant.

Civil Penalties Applicable to Rest Break Violations

As a result of the above rest break violations, Employer is subject to the civil penalties listed in Labor Code section 2699.

Wage Statement Violations

Labor Code section 226 requires an employer to provide wage statements to its employees which include, among other things, gross and net wages earned, total hours worked, all deductions, the inclusive dates of the period for which the employee is paid, the name of the employee and only the last four digits of his or her social security number or an employee identification number, the name and address of the legal entity that is the employer, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate. Employer failed to provide wage statements which accurately reflected this information.

Civil Penalties Applicable to Wage Statement Violations

As a result of the wage statement violations detailed above, Employer is subject to the civil penalties listed in Labor Code sections 226.3 and 2699.

Waiting Time Penalties

Labor Code sections 201 and 202 require that an employer provide an employee with all wages due and payable either: (a) immediately upon termination, or (b) within 3 days of the employee's resignation. When an employer fails to comply with the above, the employee is entitled to the equivalent of a day's wage at their regular rate of pay for each day the employer is late, for up to 30 days. (Labor Code section 203). Employer failed to pay all wages owed at the conclusion of the Aggrieved Employees' employment.

Waiting Time Penalties for Failure to Pay Out Vacation Time

The Aggrieved Employees were provided vacation time pay by Employer pursuant to Employer's Vacation Time Pay Policy. The Aggrieved Employees were entitled to receive all vested but unpaid vacation time pay upon the conclusion of their employment with Employer. (Labor Code section 227.3). However, Employer failed to pay out this vested vacation time pay, and similarly failed to pay waiting time penalties based thereon.

Civil Penalties Applicable to Waiting Time Penalties

Because of Employer's failure to pay all wages at the conclusion of employment and to pay the resulting waiting time penalties, Employer is subject to the civil penalties listed in Labor Code section 2699.

Reservation of Rights

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Plaintiff becomes aware of additional facts or theories of liability, they expressly reserve the right to revise these facts and/or add any new claims by amending and/or supplementing this letter or by adding applicable causes of action to the complaint which will relate back to the date of this letter.

Sincerely,

/s/

Samara Cidrim