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MASHANTA HENRY, an individual,
on behalf of herself, all others similarly
situated, all aggrieved employees, and the
State of California as a private attorneys general

ELECTRONICALLY
FILED
Superior Court of California,
County of San Francisco
09/23/2026
Clerk of the Court
BY: JAMES FORONDA
Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

MASHANTA HENRY, an individual, on behalf of herself, all others similarly situated, all aggrieved employees, and the State of California as a private attorneys general,

Plaintiff,

vs.

TENDERLOIN HOUSING CLINIC, INC., *a California Corporation*, and DOES 1-50, inclusive,

Defendant.

Case No.: **CGC-26-641268**

CLASS AND PAGA REPRESENTATIVE ACTION COMPLAINT FOR:

1. **Failure to Pay For All Hours Worked, Including Overtime Hours Worked**
2. **Failure to Pay Minimum Wage**
3. **Failure to Pay Wages Upon Termination**
4. **Failure to Provide Compliant Meal Breaks**
5. **Failure to Provide Rest Breaks**
6. **Failure to Provide Accurate Itemized Wage Statements & Violation of Record Keeping Requirements**
7. **Unlawful Business Practices Bus. & Prof. Code §17200**
8. **Private Attorneys General Act Penalties (Lab. Code §2699)**

JURY TRIAL DEMANDED

Plaintiff MASHANTA HENRY, individually, and on behalf of herself and all others similarly situated, all aggrieved employees, and as Private Attorney General for the State of California (collectively "Plaintiff"), alleges as follows:

NATURE OF THE ACTION

1. This is an employment class and representative action on behalf of over 60 hourly, non-exempt employees against their employer for violations of numerous wage and hour laws. Plaintiff brings this employment class action complaint on behalf of herself, and all others similarly situated, all aggrieved employees, and as a Private Attorney General for the State of California, against TENDERLOIN HOUSING CLINIC, INC. (hereafter referred to as "Defendant" or "TENDERLOIN HOUSING CLINIC"), and DOES 1-50, inclusive.

2. TENDERLOIN HOUSING CLINIC is a nonprofit organization that provides housing, on-site case management, and legal and social services to low-income and formerly homeless individuals in San Francisco.

3. As described further below, Defendant has violated the California Labor Code by (1) failing to pay for all hours worked, including overtime hours worked (§200, 204, 210, 218, 218.6, 510, 558, 1194, 1198, IWC Wage Orders); (2) failing to pay minimum wage (§200, 1194, 1194.2, 1197, 1197.1, 1198, 1199); (3) failing to pay all wages due upon termination (§201, 202, 203); (4) failing to provide compliant meal breaks (§226 (a), 226.7, 512, 558, 1198, Wage Orders); (5) failing to provide rest breaks (§226.7, 558, 1198, Wage Orders); (6) failing to provide accurate itemized wage statements and violating record keeping requirements (§226, 1174); (7) unlawful and unfair business practices (Bus. & Prof. Code §17200 et *seq.*); and (8) penalties under the Private Attorneys General Act ("PAGA"), Labor Code §2698 et seq.

4. The class claims in this action are brought pursuant to Code of Civil Procedure ("CCP") §382, seeking recovery for unpaid wages, including overtime wages, missed meal and rest period penalty pay, statutory and waiting time penalties, injunctive and other equitable relief, interest, and reasonable attorneys' fees and costs. Pursuant to the class action procedures provided for under California law, Plaintiff, on behalf of herself and proposed Class Members (also referred to as

"Class"), also seeks injunctive relief and restitution of all benefits Defendant has received from its unlawful actions as alleged herein.

5. Plaintiff has also provided notice of these claims pursuant to Labor Code §2699.3 to the Labor and Workforce Development Agency ("LWDA"), attached hereto as Exhibit A, and brings this complaint, including claims for civil penalties under PAGA.

6. The "Class Period" is designated as the four-year period prior to the filing of this Complaint through the date of the final disposition of this action.

7. The "PAGA Period" is defined herein as the period commencing one year prior to the date of filing the PAGA Notice letter with the LWDA through the date of the final disposition of this action.

8. Defendant has treated all persons employed in California in such a way as to violate California's laws governing conditions of employment and payment of wages owed. Plaintiff asserts that Defendant has knowingly and with conscious disregard of the law refused to pay the Class Members and aggrieved employees all wages owed. Class Members are owed their unpaid wages, premium pay, and applicable penalties, plus interest to compensate Class Members for the delay in receiving wages due.

9. Defendant, by and through its actions, has engaged in unfair competition, requiring restitution to persons affected.

THE PARTIES

10. Plaintiff MASHANTA HENRY is an individual who resides in California and worked for Defendant as a desk clerk from June 22, 2022 to September 9, 2025.

11. Defendant TENDERLOIN HOUSING CLINIC, INC. is a California corporation with the capacity to sue and to be sued, doing business in San Francisco County, State of California. Defendant TENDERLOIN HOUSING CLINIC, INC. exercised control over the wages, hours, and/or working conditions of Plaintiff, members of the proposed class, and aggrieved employees throughout the Class Period and PAGA Period.

12. DOES 1-50, inclusive, are sued herein under fictitious names. Their true names and capacities are unknown to Plaintiff. When their true names and capacities are ascertained, Plaintiff

will amend this complaint by inserting their true names and capacities herein. Plaintiff is informed and believes, and thereon alleges, that each of DOES 1-50 is responsible in some manner for the occurrences herein alleged, and that the damages sustained by Plaintiff, Class Members, and aggrieved employees herein alleged were proximately caused by such DOE.

13. Plaintiff is informed and believes and thereon alleges that Defendant and DOES 1-50, directly or indirectly, or through agents or other persons, employed Plaintiff and other members of the Class, and exercised control over their wages, hours, and working conditions. Plaintiff is informed and believes and thereon alleges that Defendant and each of DOES 1-50 acted in all respects pertinent to this action as the agent of the others, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each are legally attributable to the others.

JURISDICTION AND VENUE

14. Venue is proper in this judicial district because Defendant conducts business in this County and has legal obligations to Plaintiff and many of the Class Members and aggrieved employees in this case that arose in this county.

15. The monetary damages, restitution, and statutory penalties sought by Plaintiff exceed the minimal jurisdictional limits of the Superior Court and will be established according to proof at trial. Based on information, investigation, and analysis, Plaintiff alleges that the amount in controversy, including claims for monetary damages, penalties, and attorney's fees, is more than thirty-five thousand dollars ($35,000) and less than five million dollars ($5,000,000). Moreover, Plaintiff's individual damages for the claims alleged in this action do not exceed $75,000.

16. The California Superior Court has jurisdiction in this matter because Plaintiff is a resident of California and Defendant is incorporated in and/or qualified to do business in California and regularly conducts business in California. Further, there is no federal question at issue as the claims herein are based solely on California law.

CALIFORNIA CLASS AND REPRESENTATIVE ACTION ALLEGATIONS

17. During the Class Period and PAGA Period, Defendant committed various violations of the California Labor Code, the Unfair Competition Law, Business and Professions Code § 17200 et seq. ("UCL"), and the applicable IWC Wage Order, as alleged below in more detail. Defendant

enforces multiple policies that violate state law which are intended to reduce its labor costs to the detriment of its employees.

18. Defendant failed to properly pay for all hours worked, including overtime compensation. Plaintiff and Class Members have been required to work before and after clocking in and out for work. Plaintiff and Class Members were also periodically required to continue working and delay their meal periods because of shortage of staff and work demands. As a result, they would go past their scheduled meal period times and had late or shortened meal periods, and on certain occasions subject to proof, work during unpaid meal periods.

19. As a derivative claim, Defendant on certain occasions subject to proof failed to pay minimum wage.

20. As a derivative claim, Defendant on certain occasions subject to proof failed to pay all wages due upon termination.

21. Defendant from time to time failed to maintain a policy and practice that provides its employees with rest periods as required by California law.

22. Defendant on certain occasions subject to proof failed to consistently provide timely, accurate, itemized wage statements to employees, as well as maintain accurate records, in accordance with Labor Code §§ 226 and 1174.

23. Based upon the above allegations, Defendant from time to time engaged in unfair competition.

24. Plaintiff brings this action on behalf of herself, and all other persons similarly situated, to recover from Defendant for failure to comply with California wage and hour laws, and for claims under Business and Professions Code § 17200.

25. This action has been brought and may properly be maintained as a class action pursuant to the provisions of Code of Civil Procedure § 382 because the proposed class is ascertainable and there is a well-defined community of interest. Plaintiff is among in excess of 60 employees who have been similarly injured by Defendant's unlawful employment policies and practices.

26. Plaintiff brings this action on her behalf and as a class action under Cal. Code of Civil Procedure §382 on behalf of the following defined groups:

27. Proposed Class: "All persons who are employed or have been employed by Defendant in the State of California as hourly, non-exempt workers during the period of the relevant statute of limitations."

28. Proposed Sub-classes:

A. All persons who are employed or have been employed by Defendant in the State of California as hourly, non-exempt workers during the period of the relevant statute of limitations, who worked one or more shifts in excess of five (5) hours.

B. All persons who are employed or have been employed by Defendant in the State of California as hourly, non-exempt workers during the period of the relevant statute of limitations, who worked one or more shifts in excess of six (6) hours.

C. All persons who are employed or have been employed by Defendant in the State of California as hourly, non-exempt workers during the period of the relevant statute of limitations, who worked one or more shifts in excess of eight (8) hours.

D. All persons who are employed or have been employed by Defendant in the State of California as hourly, non-exempt workers during the period of the relevant statute of limitations, who worked one or more shifts in excess of three and one-half hours (3 ½), but less than or equal to six (6) hours.

E. All persons who are employed or have been employed by Defendant in the State of California as hourly, non-exempt workers during the period of the relevant statute of limitations, who worked one or more shifts in excess of six (6) hours, but less than or equal to ten (10) hours.

F. All persons who are employed or have been employed by Defendant in the State of California as hourly, non-exempt workers during the period of the relevant statute of limitations, who separated their employment from Defendant.

G. All persons who are employed or have been employed by Defendant in the State of California as hourly, non-exempt workers during the period of the relevant statute of limitations, who received pay for one or more pay periods.

29. Numerosity: The Proposed Class is so numerous that joinder of all members is impractical. Plaintiff is informed and believes, and on that basis alleges, that during the relevant time period, Defendant employed over 60 putative Class Members who are geographically dispersed and who satisfy the definition of the proposed Class. As such, a class action is the only available method for the fair and efficient adjudication of this controversy. Membership in the Proposed Class can be easily ascertained by an examination and analysis of employee and payroll records, among other records within Defendant's possession and control.

30. Typicality: Plaintiff's claims are typical of the claims of the Class Members. Plaintiff, like others similarly situated, was subjected to Defendant's common, unlawful policies, practices, and procedures described above. Plaintiff's position with Defendant was typical of those of other Class Members. Plaintiff's claims are typical of the claims of each Class Member because each has sustained damages arising out of and caused by Defendant's common course of conduct, as alleged herein. As such, Plaintiff has the same interests in this matter as all members of the Class.

31. Adequacy: Plaintiff will fairly and adequately protect the interests of the members of the Class. Plaintiff has retained counsel competent and experienced in complex class actions and California labor and employment litigation.

32. Commonality: Common questions of law and fact exist, including but not limited to the following:

i. Whether Defendant violated wage and hour laws by failing to pay overtime wages;

ii. Whether Defendant violated wage and hour laws by failing to pay minimum wage;

iii. Whether Defendant violated wage and hour laws by failing to pay all wages due upon termination;

iv. Whether Defendant violated wage and hour laws by failing to provide timely meal breaks;

v. Whether Defendant's policy and practice concerning meal breaks was unlawful;

vi. Whether Defendant violated wage and hour laws by failing to provide rest breaks;

vii. Whether Defendant's policy and practice concerning rest breaks was unlawful;

viii. Whether Defendant unlawfully failed to keep and furnish Class Members with accurate, itemized records of hours worked, in violation of Labor Code §§ 226 and 1174;

ix. The proper measure of damages sustained and the proper measure of restitution recoverable by Plaintiff, the Class Members, and Subclass Members;

x. Whether the Class Members are entitled to injunctive relief to enjoin any further violations of wage and labor laws;

xi. Whether Defendant's conduct was willful and reckless;

xii. The effect upon and the extent of injuries suffered by Plaintiff and the Plaintiff Class and the appropriate amount of reimbursement, restitution, damages, or other compensation; and

xiii. The extent of Defendant's liability to each Class and Subclass Member.

33. Superiority: A class action is superior to other available methods of the fair and efficient adjudication of the controversy, particularly in the context of wage and hour litigation where the damage suffered by individual plaintiffs, while not inconsequential, makes individual actions impracticable given the expenses and burdens associated with seeking individual relief. Prosecuting over 60 identical, individual lawsuits does not promote judicial efficiency or equity and consistency in judicial results. Moreover, the Class is a group of hourly, low-wage earning employees who rely on their wages and requiring that each individual take time away from work

to prosecute individual actions would be inequitable and result in undue hardship for the individual Class Members and their families. Public policy favors efficient resolution of their claims and uniform enforcement of California Labor laws against entities skirting their legal obligations at the expense of a vulnerable working population.

34. Manageability: Plaintiff is informed and believes that all allegations in this Complaint are capable of being determined on the same evidence and based primarily on review of corporate records and key testimony of Defendant's corporate representatives. To the extent statistical analysis and representative evidence is necessary, Plaintiff and proposed class counsel will employ competent experts and consultants in the field to determine and review evidence for both issues of liability and damages in a scientifically reliable manner.

35. Plaintiff requests, pursuant to Rule 3.766 of the California Rules of Court, that the absent Class and Subclass Members be notified by the best notice practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort. The names and addresses of the Class and Subclass Members are available from Defendant.

FIRST CAUSE OF ACTION

FAILURE TO PAY FOR ALL HOURS WORKED, INCLUDING OVERTIME HOURS WORKED

Cal. Labor Code §§ 200, 204, 210, 218, 218.6, 510, 558, 1194, 1198, IWC Wage Orders

(Plaintiff Against Defendant and DOES 1-50)

36. Plaintiff incorporates by reference in this cause of action each allegation of the preceding paragraphs as though fully set forth herein.

37. Defendant's conduct described in this complaint from time to time violates the provisions of Labor Code §§ 200, 204, 210, 218, 218.6, 510, 558, 1194, 1198, IWC Wage Orders.

38. The Wage Orders define "hours worked" as "the time during which an employee is subject to the control of an employer, and including all the time the employee is suffered or permitted to work, whether or not required to do so." Defendant has been engaged in many

unlawful employment practices which resulted in underpayment for hours worked each pay period, including overtime hours worked, as more fully set forth below.

39. Plaintiff alleges that she and Class Members were, on certain occasions subject to proof, required to perform work off the clock, including before clocking in and after clocking out. Plaintiff and Class Members were also periodically required to continue working and delay their meal periods because of shortage of staff and work demands. As a result, they would go past their scheduled meal period times and had late or shortened meal periods, and on certain occasions subject to proof, work during unpaid meal periods. Plaintiff and Class Members were not always fully relieved of their duties and did not receive premium wages for these noncompliant breaks.

40. Plaintiff and Class Members have been employed under conditions prohibited by the wage order, and thus Defendant has also violated §1198.

SECOND CAUSE OF ACTION

FAILURE TO PAY MINIMUM WAGE

Cal. Lab. Code §§200, 1194, 1194.2, 1197, 1197.1, 1198, 1199

(Plaintiff Against Defendant and DOES 1-50)

41. Plaintiff incorporates by reference in this cause of action each allegation of the preceding paragraphs as though fully set forth herein.

42. Defendant's conduct described in this complaint violates the provisions of Labor Code §§ 200, 1194, 1194.2, 1197, 1197.1, 1198, and 1199.

43. Pursuant to Labor Code sections 1194, 1194.2 and 1197, it is unlawful for an employer to suffer or permit a California employee to work without paying wages at the proper minimum wage for all time worked as required by the applicable IWC Wage Order.

44. Defendant failed to pay Plaintiff and Class Members for all hours worked as a result of Defendant's practices described above. Based on Defendant's unlawful conduct described herein, and because Plaintiff and the Class Members were paid zero wages for time spent working off the clock, Defendant paid less than the minimum wage for all hours worked, in violation of Labor Code §§1194, 1197, 1197.1, and the Wage Orders.

THIRD CAUSE OF ACTION

FAILURE TO PAY WAGES DUE UPON TERMINATION

Cal. Lab. Code §§201, 202, 203

(Plaintiff Against Defendant and DOES 1-50)

45. Plaintiff incorporates by reference in this cause of action each allegation of the preceding paragraphs as though fully set forth herein.

46. Defendant's conduct described in this complaint violates the provisions of Labor Code §§ 201, 202, 203.

47. An employee who is discharged must be paid all wages earned and unpaid immediately at the time of termination, and an employee who quits must be paid within the time prescribed by Labor Code section 202. (Labor Code §§ 201, 202.) As set forth above, Defendant knowingly and willfully failed to pay all compensation due and owing to Plaintiff and former Class Members, including unpaid wages, overtime wages, and meal and rest period premium pay, at the time employment terminated.

48. Defendant on certain occasions subject to proof willfully failed to pay employees who are no longer employed by it all compensation due upon termination of employment as required by Cal. Lab. Code §§201 and 202. Plaintiff and similarly situated individuals are now entitled to recover up to thirty (30) days pay as waiting time under the terms of §203.

FOURTH CAUSE OF ACTION

FAILURE TO PROVIDE COMPLIANT MEAL BREAKS

Cal. Labor Code §§ 226 (a), 226.7, 512, 558, 1198, Wage Order

(Plaintiff Against Defendant and DOES 1-50)

49. Plaintiff incorporates by reference in this cause of action each allegation of the preceding paragraphs as though fully set forth herein.

50. Defendant's conduct described in this complaint from time to time violates the provisions of Labor Code §§ 226 (a), 226.7, 512, 558, 1198, Wage Order.

51. Labor Code §512 provides, "[a]n employer may 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…" Labor Code §226.7 prohibits an employer from requiring an employee to work during a meal or rest period mandated by an applicable statute or order of the Industrial Welfare Commission. Paragraph 11 of the Wage Order provides, in pertinent part, "[u]nless an employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an 'on duty' meal period and counted as time worked."

52. Defendant, on certain occasions subject to proof, failed to permit Plaintiff and others to take timely, off-duty, meal breaks of "not less than 30 minutes" for each five consecutive hours of work in violation of Labor Code §§226.7 and 512. Defendant failed to pay all penalty pay to Plaintiff or Class Members for noncompliant meal periods. As a derivative claim, Plaintiff alleges that pay statements were inaccurate, failing to include required meal period penalties, thus failing the requirements of Labor Code §226(a).

53. As explained above, Plaintiff and Class Members from time to time experienced missed, delayed, or interrupted meal periods. Employees, including Plaintiff, were required to be relieved of their duties in order to take meal or rest breaks. However, Defendant failed to hire and schedule adequate relief workers to permit Class Members, including Plaintiff, to receive a meal break free from all duties. For example, Plaintiff was often prohibited from leaving her work station, even during shifts of ten hours or more, due to Defendant's failure to consistently provide relief workers.

54. Full, uninterrupted, off-duty, thirty-minute meal periods were not always provided because Defendant: (1) did not account for all hours worked that were unaccounted for on their timecard; (2) did not adequately inform and train employees about their rights to meal periods and premium payments for non-compliant meal periods; (3) did not adequately inform and train employees about when, where and how to take timely and uninterrupted thirty-minute meal periods; (4) because Defendant did not staff enough people to schedule all timely and uninterrupted thirty-minute meal periods; (5) because management at various levels, affecting all hourly, non-exempt employees, refused to offer, permit, or enforce a lawfully compliant meal period policy; and/or (6) because Defendant unlawfully shaved and/or rounded clock in and clock out times for

meal periods. Plaintiff and Class Members were not paid a premium payment, paid as an hour's wage when meal periods were not given to them in compliance with California law.

FIFTH CAUSE OF ACTION

FAILURE TO PROVIDE REST BREAKS

Cal. Labor Code §§ 226.7, 558, 1198, Wage Orders

(Plaintiff Against Defendant and DOES 1-50)

55. Plaintiff incorporates by reference in this cause of action each allegation of the preceding paragraphs as though fully set forth herein.

56. Defendant's conduct described in this complaint from time to time violates the provisions of Labor Code §§ 226.7, 558, 1198, Wage Orders.

57. Defendant on certain occasions subject to proof failed to maintain a compliant rest period policy and practice that provides its employees with off-duty rest periods as required by California law. Plaintiff alleges that she and Class Members frequently missed rest periods as a result of Defendant's staffing and business practices, including Defendant's failure to staff sufficient relief workers or "floaters" to allow employees to leave their posts for meal or rest breaks.

58. Rest periods were on certain occasions subject to proof either less than ten minutes, not provided, interrupted or late, "on duty," or not scheduled before and after a meal period for shifts greater than six hours, as prescribed by California law because Defendant: (1) did not account for all hours worked that were unaccounted for on their timecard; (2) did not adequately inform and train employees about their rights to rest breaks and premium payments for non-compliant rest breaks; (3) did not adequately inform and train employees about when, where and how to take timely and uninterrupted ten-minute rest breaks; (4) because Defendant did not staff enough people to schedule all timely and uninterrupted ten-minute rest breaks; and/or (5) because management at various levels, affecting all hourly, non-exempt employees, refused to offer, permit, or enforce a lawfully compliant rest break policy.

59. As a result of the foregoing violations, on certain occasions subject to proof Plaintiff and Class Members have suffered damages in an amount to be proven at trial. Defendant is liable

to Plaintiff and Class Members for one additional hour of pay at each employee's regular rate of compensation for each workday on which a compliant rest period was not authorized or permitted, pursuant to Labor Code § 226.7 and the applicable IWC Wage Order. Defendant is further liable for civil penalties pursuant to Labor Code § 558 for each pay period in which these violations occurred. Plaintiff and Class Members are also entitled to interest on all amounts owed, attorneys' fees, and costs pursuant to applicable law.

SIXTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS & VIOLATION OF RECORD KEEPING REQUIREMENTS

Cal. Labor Code §§ 226, 1174

(Plaintiff Against Defendant and DOES 1-50)

60. Plaintiff incorporates by reference in this cause of action each allegation of the preceding paragraphs as though fully set forth herein.

61. Defendant's conduct described in this complaint from time to time violates the provisions of Labor Code §§ 226, 1174.

62. Defendant knowingly and intentionally failed to provide timely, accurate, itemized wage statements to Plaintiff and the Class Members in accordance with Labor Code § 226 and keep accurate records as required by §1174(d).

63. Plaintiff and Class Members' wage statements were inaccurate because Defendant required Plaintiff and Class Members to clock out while they were still performing work and did not record all hours actually worked. For example, Plaintiff alleges that she was required to continue working and go past her scheduled meal period times and had late or shortened meal periods. Consequently, Plaintiff's recorded hours were often understated, and her wage statements failed to include all regular and overtime hours worked.

64. Derivative of the claims above, the statements provided to Plaintiff and Class Members, and the records maintained by Defendant, have not accurately reflected actual gross wages earned, including pay for all hours worked and the accurate rate of pay for all hours worked, overtime pay, and pay for meal and rest period premium wages.

65. §226 (a) requires:

> A. An employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j), (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 only 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, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of 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…

66. Such failures caused injury to Plaintiff and others, by, among other things, impeding them from knowing the total hours worked, and the amount of wages to which they are and were entitled. Defendant knowingly and intentionally failed to accurately itemize the gross wages earned, net wages earned, and total hours worked.

67. As a result of the foregoing violations, Plaintiff and Class Members have suffered injury, including but not limited to being deprived of the ability to determine whether they were paid all wages owed and verify the accuracy of their compensation. Defendant is liable to Plaintiff and Class Members pursuant to Labor Code § 226(e). Defendant is further liable for civil penalties pursuant to Labor Code § 226.3 and § 1174.5, as applicable. Plaintiff and Class Members are also

entitled to injunctive relief and attorneys' fees and costs pursuant to Labor Code § 226(e)(1) and (h).

SEVENTH CAUSE OF ACTION

UNLAWFUL BUSINESS PRACTICES IN VIOLATION OF

California Business and Professions Code section 17200, et seq.

(Plaintiff Against Defendant and DOES 1-50)

68. Plaintiff incorporates by reference in this cause of action each allegation of the preceding paragraphs as though fully set forth herein.

69. Defendant from time to time knowingly committed, and upon information and belief continues to commit, ongoing unlawful business practices within the meaning of the UCL, including, but not limited to unlawful practices as described in the causes of action articulated above, and hereby incorporated herein.

70. Plaintiff lost money and property as a result of Defendant's unlawful business practices described above.

71. Pursuant to the UCL, Plaintiff and all Class Members are entitled to restitution of money or property acquired by Defendant by means of such unlawful business practices, in amounts not yet known, but to be ascertained at trial.

72. Pursuant to the UCL, Plaintiff and Class Members are entitled to injunctive relief against Defendant's ongoing unlawful business practices. If an injunction does not issue enjoining Defendant from engaging in the unlawful business practices described above, Plaintiff and the general public will be irreparably injured.

73. Plaintiff has no plain, speedy, and adequate remedy at law. Defendant, if not enjoined by this Court, will continue to engage in the unlawful business practices described above in violation of the UCL, in derogation of the rights of Plaintiff and Class Members and of the general public.

74. Defendant's numerous violations of California law, as well as the other statutory and regulatory violations alleged herein, constitute unlawful business actions and practices in violation of Business and Professions Code § 17200, et seq.

75. Pursuant to Business and Professions Code § 17200, et seq., Plaintiff and the Class Members are entitled to restitution of unpaid wages, including overtime, and premium wages, among other relief alleged herein, that were withheld and retained by Defendant during a period that commences four years prior to the filing of this action. Plaintiff is further entitled to a permanent injunction requiring Defendant to comply with all provisions of California labor law, including properly paying the lawful rate of pay for all hours worked, providing meal and rest periods to all workers as defined herein, timely paying due wages upon termination, maintaining accurate wage statements and payroll records, in addition to an award of attorneys' fees and costs pursuant to Code of Civil Procedure § 1021.5 and other applicable law.

EIGHTH CAUSE OF ACTION

CIVIL PENALTIES PURSUANT TO PRIVATE ATTORNEYS GENERAL ACT, LABOR CODE §2698 *et seq.*

AGAINST DEFENDANT AND DOES 1-50

76. Plaintiff incorporates by reference in this cause of action each allegation of the preceding paragraphs as though fully set forth herein.

77. Under the Private Attorneys General Act of 2004, Labor Code §§2698-2699.5, an aggrieved employee, on behalf of herself and other current or former employees, may recover penalties under any provision of the Labor Code that provides for civil penalties. These penalties are in addition to any other relief available under the Labor Code. Plaintiff is an aggrieved employee under PAGA.

78. As set forth above, Defendant has committed numerous violations for which the Labor Code provides for penalties, including violations of all applicable Labor Code provisions set forth in the foregoing causes of action. Labor Code §2699.5 identifies the aforementioned Labor Code provisions as statutes to which §2699.3's procedural requirements must be met before a penalty may be assessed under §2699(f). Plaintiff has complied with the procedural requirements specified in §2699.3 by providing written notice to Defendant and the LWDA. See Exhibit A attached hereto, which is a true and correct copy of the Notice correspondence showing compliance with §2699.3. No notice of intent to investigate the alleged violations was provided within the statutory

period. Consequently, Plaintiff has exhausted administrative remedies on behalf of herself and all other aggrieved current and former employees of Defendant. Plaintiff, therefore, now pursues this cause of action as permitted by §2698, et seq.

79. Enforcement of statutory provisions enacted to protect workers and to ensure proper and prompt payment of wages due to employees is a fundamental public interest in California. Private enforcement of the rights enumerated herein is necessary, as no public agency has pursued enforcement. Plaintiff is incurring a financial burden in pursuing this action and it would be against the interests of justice to require payment of attorneys' fees and costs from any recovery that might be obtained herein, pursuant to, inter alia, Labor Code §§2698, *et seq*., and Code of Civil Procedure §1021.5.

80. In addition, if Plaintiff succeeds in enforcing these rights affecting the public interest, then attorneys' fees may be awarded to Plaintiff and against Defendant under Code of Civil Procedure §1021.5 and other applicable law in part, because:

a. A successful outcome in this action will result in the enforcement of important rights affecting the public interest by requiring Defendant to comply with the wage and hour laws and California's unfair business practice law;

b. This action will result in a significant benefit to Plaintiff, the Class, and the general public by bringing to a halt unlawful and/or unfair activity;

c. Unless this action is prosecuted, members of the Class and general public will not recover those moneys, and many of Defendant's employees would not be aware that the acts and practices they were subjected to by Defendant were wrongful; and

d. Unless this action is prosecuted, Defendant will continue to mislead its employees about the true nature of their rights and remedies under the wage and hour laws.

81. An award of attorneys' fees and costs is necessary for the prosecution of this action and will result in a benefit to Plaintiff, the Class, aggrieved employees, and to consumers in general, by preventing Defendant from continuing to circumvent the wage and hour statutes and frustrate the long-standing recognition by the California legislature and the courts that such statutes, as pled herein, are not merely a matter of private concern between employer and employee to be eviscerated by considerations of waiver, contributory negligence, good or bad faith, and

private agreements. Rather, the wage and hour statutes have been described as a matter of public concern, were designed to provide minimum substantive guarantees to individual workers and are essential to public welfare.

REQUEST FOR RELIEF

WHEREFORE, Plaintiff, on behalf of herself and the Proposed Class, requests judgment and the following specific relief against Defendant as follows:

A. That the Court determine that this action may be maintained as a class action under Code of Civil Procedure § 382;

B. That the Court determine that this action may be maintained as a PAGA representative action under Cal. Labor Code §2698 et seq.;

C. Provision of class notice to all members of the Class;

D. That Defendant is found to have violated the above-referenced provisions of the Labor Code and the IWC Wage Order as to Plaintiff, Class Members and relevant Subclass Members;

E. For compensatory damages, in an amount according to proof at trial, with interest thereon;

F. For compensation for not being paid all wages owed, including overtime wages;

G. For compensation for not being paid minimum wage;

H. For compensation for not being paid all wages due upon termination;

I. For compensation for not being provided compliant meal breaks;

J. For compensation for not being provided rest breaks;

K. That Defendant's actions are found to be willful and/or in bad faith to the extent necessary under §§ 201, 202, and 203 of the California Labor Code for willful failure to pay all compensation owed at the time of separation to Plaintiff and Class Members no longer employed by Defendant;

L. That Plaintiff and Class Members receive penalties for Defendant's violation of §§ 226 and 1174 of the California Labor Code for willful failure to provide and maintain the required accurate and itemized wage statements;

M. That Plaintiff and Class Members receive an award in the amount of unpaid wages owed, including interest thereon, and penalties as provided in the Labor Code and Wage Order, including under Labor Code §§ 203, 510, and 558, subject to proof at trial;

N. That Defendant be ordered to pay restitution to Plaintiff and Class Members for amounts acquired through Defendant's unlawful activities pursuant to Business and Professions Code §§ 17200-05 and enjoined to cease and desist from unlawful and unfair activities in violation of California Business and Professions Code § 17200 et seq.;

O. That Plaintiff and Class Members receive an award of reasonable attorneys' fees and costs pursuant to Code of Civil Procedure §1021.5, Labor Code §226, 218.5, and 1194 and/or applicable laws;

P. That the Court award penalties pursuant to Labor Code §2698 et seq.; and

Q. That the Court order further relief, in law and equity, as it deems appropriate and just.

DATED: September 23, 2026

KOUL LAW FIRM, APC



BY: Nazo Koulloukian, Esq.
Attorneys for Plaintiff MASHANTA HENRY and putative Class Members

DEMAND FOR JURY TRIAL

Plaintiff, on behalf of herself and the putative class, hereby demands trial by jury to the full extent permitted by law.

DATED: September 23, 2026

KOUL LAW FIRM, APC



BY: Nazo Koulloukian, Esq.
Attorneys for Plaintiff MASHANTA HENRY and putative Class Members

EXHIBIT A – PAGA NOTICE

KoulLaw

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July 15, 2026

Via E-filing:
California Labor & Workforce
Development Agency
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

Via Certified U.S. Mail:

Tenderloin Housing Clinic Inc.
126 Hyde Street
San Francisco, CA 94102

Re: PAGA Notice Pursuant to California Labor Code §2699
Claimant(s): Mashanta Henry
Employer(s): Tenderloin Housing Clinic Inc.

Dear Sir or Madam:

Mashanta Henry ("Claimant") has retained Nazo Koulloukian, Esq. of Koul Law Firm, APC, to represent Claimant, and all other aggrieved employees, for conditions of employment and wage and hour claims against former employer, Tenderloin Housing Clinic Inc. (hereafter "Employer").

Employer is a nonprofit organization that provides housing, on-site case management, and legal and social services to low-income and formerly homeless individuals in San Francisco. Claimant worked for Employer from June 22, 2022 to September 9, 2025 as a desk clerk at Employer's single room occupancy building located at 540 Jones Street, San Francisco, California. Claimant worked as an hourly, nonexempt employee earning $23.62 per hour at the time of separation.

Claimant alleges herein the specific provisions of California law that Employer has violated, requiring this Notice, including but not limited to: California Labor Code sections 201-203, 204, 208, 216, 221-223, 226, 226.2, 226.7, 245-248.6, 432, 432.5, 432.6, 432.7, 510, 512, 558, 558.1, 1024.5, 1174, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2810.5, and all applicable Wage Orders as set forth below.

During Claimant's employment, Claimant personally experienced the Labor Code violations described below. We request that your agency investigate the claims alleged below or permit Claimant to seek civil penalties under the Private Attorney General Act on behalf of the Labor and

Workforce and development Agency and the State of California in a representative action. This letter will serve as notice of these allegations pursuant to Labor Code § 2699.3.

Failure to Pay For All Hours Worked, Including Overtime Hours Worked

(Cal. Labor Code §§200, 204, 206, 206.5, 207, 210, 216, 218, 218.6, 221, 223, 351, 510, 558, 1194, 1197, 1197.1, 1198, 2698 *et seq.,* IWC Wage Orders)

The Wage Orders define "hours worked" as "the time during which an employee is subject to the control of an employer, and including all the time the employee is suffered or permitted to work, whether or not required to do so." Employer has been engaged in many unlawful employment practices which resulted in underpayment for hours worked each pay period, including overtime hours worked based on the employees regular rate of pay, as more fully set forth below. Employer has also failed to pay the required minimum wage for all hours worked, and has failed to pay all wages owed twice per month. Claimant and aggrieved employees have been required to work during unpaid meal periods and before and after clocking in and out for work.

Claimant and aggrieved employees have been employed under conditions prohibited by the wage order, and thus Employer has also violated §§1198 and 1199. Employer is liable for civil penalties pursuant to Labor Code §§558 and 2698 *et seq.*

Failure to Pay All Wages Owed Twice Per Month

(Cal. Lab. Code §§204, 210, and 2698 *et seq.*)

Employer was required to pay Claimant and aggrieved employees all wages earned twice during each calendar month pursuant to Labor Code §204(a).

Employer failed to pay all wages earned to employees as a result of the unlawful employment policies and practices discussed herein. As a result of these practices, employees were underpaid for hours worked, including overtime and premium wages, and this underpayment resulted in a failure to pay all wages owed twice per month.

Due to these failures, Employer is liable under Labor Code §204, 210 and 2698 *et seq.* for failure to pay wages as required by law.

Failure to Pay Minimum Wage

(Cal. Labor Code §§ 200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199, 2698 *et seq.*)

Pursuant to Labor Code sections 1194, 1194.2 and 1197, it is unlawful for an employer to suffer or permit a California employee to work without paying wages at the proper minimum wage for all time worked as required by the applicable IWC Wage Order.

Employer failed to pay Claimant and aggrieved employees for all hours worked as a result of Employer's practices described above. Based on Employer's unlawful conduct described herein, and because Claimant and the aggrieved employees were paid at or near minimum wage, employer's failure to pay for all hours worked, including overtime, resulted in a payment of less

than the minimum wage for all hours worked, in violation of Labor Code §1197, 1197.1, 1199 and the Wage Orders. Employer is liable for civil penalties pursuant to Labor Code §§558 and 2698 *et seq*.

Failure to Pay Wages Due Upon Termination

(Cal. Lab. Code §§201, 202, 203, 227.3 and 2698 *et seq.*)

An employee who is discharged must be paid all of his or her wages, including accrued vacation, immediately at the time of termination. (Labor Code Sections 201 and 227.3.) As set forth above, Employer knowingly and willfully failed to pay all compensation due and owing to Claimant at the time employment terminated.

Employer willfully failed to pay employees who are no longer employed by it all compensation due upon termination of employment as required by Cal. Lab. Code §§201 and 202. Claimant and similarly situated individuals are now entitled to recover up to thirty (30) days pay as waiting time under the terms of §203. Moreover, Employer is liable for civil penalties pursuant to Cal. Lab. Code § 2698 *et. seq.*

Because Employer failed to pay Claimant all wages earned, including the meal and rest period premium wages owed to her under Labor Code §226.7, Employer failed to pay all compensation due upon termination of employment as required by Cal. Lab. Code §§201 and 202. Claimant and similarly situated individuals are now entitled to recover up to thirty (30) days pay as waiting time under the terms of §203. Moreover, Employer is liable for civil penalties pursuant to Cal. Lab. Code §2698 et seq.

Failure to Provide Meal Periods

(Cal. Labor Code §§226 (a), 226.7, 512, 558, 1198, 2698 *et seq.*, Wage Order)

Labor Code §512 provides, "[a]n employer may 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…" Labor Code §226.7(a) provides, "[n]o employer shall require an employee to work during any meal… period mandated by an applicable order of the Industrial Welfare Commission." Paragraph 11 of the Wage Order provides, in pertinent part, "[u]nless an employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an 'on duty' meal period and counted as time worked."

Employer failed to permit Claimant and others to take any off-duty meal breaks of "not less than 30 minutes" for each five consecutive hours of work in violation of Labor Code §§226.7 and 512. Employer failed to pay Claimant and aggrieved employees the required premium pay at their regular rate of pay for these missed meal periods. As a derivative claim, Claimant alleges that pay statements were inaccurate, failing to include required meal period penalties, thus failing the requirements of Labor Code §226(a).

Full, uninterrupted, off-duty, thirty-minute meal periods were not provided because Employer: (1) did not adequately inform and train employees about their rights to meal periods and premium payments for non-compliant meal periods; (2) did not adequately inform and train employees about

when, where and how to take timely and uninterrupted thirty-minute meal periods; (3) did not staff enough people to allow Claimant and aggrieved employees to leave their posts for a thirty-minute meal period; and (4) management at various levels, affecting all hourly, non-exempt employees, refused to offer, permit, or enforce a lawfully compliant meal period policy.

Claimant was rarely provided a single off-duty meal period throughout her employment. Claimant typically worked alone at the front desk monitoring security cameras and assisting residents for entire eight-hour shifts, was not permitted to leave the premises, and had no coworker or floater consistently available to relieve her so that she could take a break. Claimant routinely did not clock out for meal periods because none were ever made available to her, even on shifts of ten hours or more. Other aggrieved employees experienced similar violations.

Failure to Provide Rest Breaks

(Cal. Labor Code §§226, 226.7, 512, 558, 1198, 2698 et seq., Wage Orders)

Employer failed to maintain a compliant rest period policy and practice that provides its employees with off-duty rest periods as required by California law. Claimant reports that she routinely missed rest breaks during her employment as a result of Employer's understaffing and business practices, and that rest breaks were not scheduled into shifts. Aggrieved employees experienced similar violations.

Rest periods were not provided to Claimant at all, in violation of California law, because Employer: (1) did not adequately inform and train employees about their rights to rest breaks and premium payments for non-compliant rest breaks; (2) did not adequately inform and train employees about when, where and how to take timely and uninterrupted ten-minute rest breaks; (3) did not staff enough people to allow Claimant and aggrieved employees to step away from her post for a ten-minute rest break; and (4) management at various levels, affecting all hourly, non-exempt employees, refused to offer, permit, or enforce a lawfully compliant rest break policy.

The rest period requirement obligates employers to permit and authorize employees to take off-duty rest periods, meaning employers must relieve employees of all duties and relinquish control over how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257, 269. Employers must pay employees an additional hour of wages at the employee's regular rate of pay for each missed or improper rest period (e.g., less than 10 minutes, interrupted rest period, rest period(s) at improper time(s) during shift(s). Lab. Code §226.7; applicable IWC Wage Order, §12(B) ("If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each work day that the rest period is not provided"). Moreover, under California law rest periods must be a "net" ten minutes in a suitable rest area. (*Id.* at 268) (relying on January 3, 1986 and February 22, 2002 DLSE Letters wherein the DLSE ruled that the net ten-minute language for rest periods means ten minutes of time in a rest area and cannot include time it takes to get to and from the rest area). The employer must show that it clearly articulates the right to a net ten minutes, which means it must clearly communicate what "net" ten minutes means (i.e., regardless of what happens along the way to and from a rest area, employees are entitled to a full ten minutes of rest in the rest area). *Id.*; *see also, Bufil v. Dollar Fin. Grp.,*

Inc., (2008) 162 Cal. App. 4th 1193, 1199 (the "onus is on the employer to clearly communicate the authorization and permission [to take rest periods] to their employees.").

Employer did not authorize or permit all of its hourly employees to take at least a ten minute rest period in which they were relieved of all duties, for every 4 hours of work, or major fraction thereof, as required by Cal. Lab. Code §226.7, §512 and the Wage Orders. When breaks were missed Employer failed to pay the 1-hour premium, as required.

Claimant was unable to take any rest breaks because she worked alone monitoring the front desk and assisting residents for the duration of her shifts, with no coworker or floater consistently available to relieve her. Employer failed to schedule adequate relief staff to permit required breaks. Aggrieved employees experienced similar violations.

Failure to Provide Accurate Itemized Wage Statements

(Cal. Labor Code §§ 226, 1174, 2698 *et seq*)

Employer knowingly and intentionally failed to provide timely, accurate, itemized wage statements to Claimant and the aggrieved employees in accordance with Labor Code §§ 226 and keep accurate records as required by §1174(d).

Claimant and aggrieved employees' wage statements were inaccurate because they failed to include the meal and rest period premium wages was owed for the meal and rest periods Employer never provided her throughout her employment. Aggrieved employees experienced similar violations.

Derivative of the claims above, the statements provided to Claimant and aggrieved employees, and the records maintained by Employer, have not accurately reflected actual gross wages earned, including pay for all hours worked and the accurate rate of pay for all hours worked, and overtime pay, sick pay at the correct rate, and pay for meal and rest period premium wages.

Such failures called injury to Claimant and others, by, among other things, impeding them from knowing the true legal name of their employer, the total hours worked, and the amount of wages to which they are and were entitled. Employer knowingly and intentionally failed to accurately itemize the gross wages earned, net wages earned, and total hours worked.

Employer is liable for civil penalties pursuant to Labor Code § 2698 *et seq.*

Conclusion

Employer has violated a number of California wage and hour laws and is therefore liable for civil penalties pursuant to Cal. Labor Code §2698 *et seq.* Claimant respectfully requests that the agency investigate the above allegations and hereby provides notice of the allegations pursuant to PAGA's provisions. Alternatively, Claimant requests that the agency inform Claimant if it does not intend to investigate these violations so that Claimant may pursue these claims as a representative action in civil court.

Sincerely,



Nazo Koulloukian, Esq.
Attorney for Claimant