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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

ISHAN BASU-KESSELMAN and TAI
TRAN, on behalf of the State of California,
as private attorneys general,

Plaintiffs,

v.

GARUDA LABS, INC. d/b/a
INSTAWORK; ADVANTAGE
WORKFORCE SERVICES, LLC; and
DOES 1 through 50, inclusive,

Defendants.

Case No. CGC-20-586542

REPRESENTATIVE ACTION

**DECLARATION OF TAI TRAN IN
SUPPORT OF MOTION FOR APPROVAL
OF PRIVATE ATTORNEYS GENERAL ACT
("PAGA") SETTLEMENT**

Date:

Time: 9:30 a.m.

Judge: Richard B. Ulmer, Jr.

Dept.: 302

Complaint filed: July 9, 2020

Trial date: Not set

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Attorneys for Plaintiffs

1 I, Tai Tran, declare as follows:

2 1. I am one of the named Plaintiffs in the above-referenced action filed on behalf of
3 the State of California and PAGA Settlement Group Members against Garuda Labs, Inc. d/b/a
4 Instawork (“Instawork”) and Advantage Workforce Services, LLC (“AWS”) (collectively,
5 “Defendants”), seeking civil penalties for violation of certain labor code violations. I have
6 personal knowledge of all matters stated herein and could competently testify as to these matters
7 if called as a witness, except as to the matters stated upon information and belief, and as to those
8 matters, I believe them to be true.

9 2. I have reviewed and signed the proposed settlement agreement entitled “Private
10 Attorneys General Act Settlement.” Based on my involvement and the issues and risks involved
11 in this case, I believe the proposed settlement obtained on behalf of the PAGA Settlement
12 Group Members is a good result.

13 3. I am not aware of any interests I have adverse to the interests of the other PAGA
14 Settlement Group Members, and I do not have any conflicts that would keep me from
15 adequately representing the PAGA Settlement Group Members.

16 4. I am not related to anyone associated with Blumenthal Nordrehaug Bhowmik De
17 Blouw LLP, Cohelan Khoury & Singer, or Lebe Law, APLC. My attorneys explained to me the
18 contingency fee rate.

19 5. I worked for Instawork as an independent contractor performing “gigs” working
20 manual labor and worked for AWS as an employee in December 2019. After my employment
21 ended, I searched for attorneys to talk to about my work experiences and labor violations I
22 suffered during my employment with Instawork. I retained the lawyers with the Law Offices of
23 Cohelan Khoury & Singer and Lebe Law, APLC to pursue this case as a PAGA Representative
24 action for Instawork’s misclassification of its workers as independent contractors, resulting in
25 the failure to: pay all my wages, provide meal and rest periods, reimburse my business-related
26 expenses, pay sick pay, and provide accurate wage statements. I am also pursuing this case for
27 Instawork’s unlawful deductions from my wages.

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1 6. In bringing this case for myself, the state, and the other employees, I understood
2 a lot of work would be required and I was willing to, and did, do the work to keep the case
3 moving forward. For instance, my attorneys asked me to provide detailed factual information to
4 support the claims in this case and to remain available as necessary to move the case forward.

5 7. Prior to filing this lawsuit on behalf of myself and other employees, I was
6 informed of certain risks, but I decided to move forward. Those risks included having to pay
7 some or all of Defendants' litigation costs if this case were lost, and that as a Named Plaintiff
8 my name could be found when doing a Google search which could potentially affect future job
9 opportunities with employers who may respond negatively to employees who assert their rights
10 under the law. Even with these risks, I agreed to proceed because I believed Defendants'
11 employment policies took advantage of employees.

12 8. I was informed that Defendants had the right to take my deposition, and that the
13 preparation and deposition itself could take multiple days. Although my deposition was not
14 taken, I feel I would have been adequately prepared and comfortable to give testimony on my
15 experiences.

16 9. Because I stayed in constant contact with my attorneys, I knew when mediation
17 had been scheduled. For all three mediation days, I made sure I was available by phone. I
18 consented to the settlement, signed the memorandum of understanding memorializing the
19 settlement, and later, reviewed and signed the settlement agreement.

20 10. I have taken my duties and responsibilities as a Named Plaintiff seriously by
21 doing all of those things described above and staying in touch with my attorneys throughout the
22 case, and by doing all that was asked of me. Because of this case, the other PAGA Settlement
23 Group Members will receive money they otherwise may not have.

24 11. My involvement in this case includes: (1) searching for and finding an attorney
25 to handle this case; (2) initiating the case and being an active participant throughout; (3)
26 numerous conferences with my attorneys; (4) searching for and providing information to my
27 attorneys; (5) risking the payment of Defendants' legal costs and having a judgment entered
28 against me if we lost the case; (6) being available on each day of mediation; (7) consenting to

1 the Settlement, and then reviewing and signing the Memorandum of Understanding and
2 Settlement Agreement; (8) facing the potential loss of job opportunities for having filed a
3 lawsuit against a former employer; and (9) that the substantial time I spent on this case, both
4 before and after it was filed, is time lost from pursuing other interests and being with friends
5 and family.

6 12. Separate and apart from Individual PAGA Payment for civil penalties, I am
7 requesting an Enhancement Award of \$10,000.00. Considering the risks I took, the money other
8 employees will receive as part of this settlement, and the fact that I gave a general release of any
9 and all claims relating to my employment, I believe the requested award of \$10,000 is
10 reasonable.

11 I declare under the penalty of perjury under the laws of the State of California that the
12 foregoing is true and correct and that this declaration is executed on 8/9/2023 in,
13 Tai Tran, California.

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