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SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN FRANCISCO—UNLIMITED JURISDICTION

CGC-22-599004

Case No.: _____

SOHA MALIK, an individual, and on behalf of all
aggrieved employees and the State of California;

Plaintiff,

vs.

UBER TECHNOLOGIES, INC., a Delaware
Corporation; RUSSELL TOBIN AND
ASSOCIATES LLC, a Delaware Limited Liability
Company; and DOES 1-3, inclusive,

Defendants.

COMPLAINT FOR:

- (1) Breach of Contract (LC § 2924)
- (2) Retaliation/Wrongful Termination (LC § 1102.5)
- (3) Wrongful Termination in Violation of Public Policy
- (4) Failure to Provide Complete Records (LC § 226, 432, 1198.5)
- (5) Failure to Timely Pay All Wages Owed Upon Termination (LC §§ 201, 203, 223, 218.5, 218.6)
- (6) Failure to Provide Accurate Itemized Statements to Employees (LC §§ 226; 226.3)
- (7) Failure to Provide Sick Leave (LC §§ 246; San Francisco's Administrative Code 12W.3, 12W.8(c), (d))
- (8) Failure to Reimburse Employee for Expenses (LC § 2802)
- (9) Violation of Private Attorneys General Act (LC § 2698 et. seq)
- (10) Declaratory Relief (Cal. Code Civ. Proc., § 1060, et seq. and LC § 925)

DEMAND FOR JURY TRIAL



1 Plaintiff Soha Malik (“Plaintiff” or “Plaintiff”) individually, and on behalf of all aggrieved
2 employees and the State of California as a real party in interest, allege the following causes of action
3 against Defendants Uber Technologies, Inc. (“Uber”), a Delaware Corporation; Russell Tobin and
4 Associates LLC (“RTA”), a Delaware Limited Liability Company; and DOES 1 through 3, inclusive,
5 and each of them.

6 INTRODUCTION

7 1. Plaintiff seeks to recover damages arising from Defendants’ unjustified and arbitrary
8 breach of her fixed term employment contract, unlawful retaliation for raising concerns that Uber was
9 violating the Electronic Communications Privacy Act, and several wage and hour violations.

10 2. Plaintiff also is an “aggrieved employee” under PAGA as she was employed by
11 Defendants during the applicable statutory period and suffered one or more of the Labor Code
12 violations alleged herein. As such, Plaintiff may recover the remedies described herein in a civil action
13 filed on behalf of the State of California and all other similarly situated current and former aggrieved
14 employees against whom one or more of the alleged violations was committed.

15 3. Plaintiff seeks to recover all applicable and available PAGA remedies pursuant to
16 Labor Code § 2699, as well as attorneys’ fees, costs, and/or other damages as permitted by PAGA
17 through a representative action pursuant to the PAGA and the California Supreme Court in *Arias v.*
18 *Superior Court* (2009) 46 Cal. 4th 969. Therefore, Plaintiff is not required to, nor does she, seek class
19 certification of the PAGA claims under Code of Civil Procedure § 382.

20 4. Pursuant to Labor Code § 2699.3(a), on April 12, 2021, Plaintiff gave written notice by
21 certified mail to the Labor and Workforce Development Agency (“LWDA”) and all Defendants of the
22 specific provisions of the Labor Code alleged to have been violated, which also included the facts and
23 theories to support the alleged violations.

24 5. On July 1, 2021, Plaintiff received Notice of Commencement of Investigation and
25 Statutory Tolling Pursuant to Labor Code Section 90.6 (“July 1, 2021 Notice”) from the LWDA based
26 on an understanding that Plaintiffs’ Labor Code violations related to Uber and Uber Eats drivers.

27 6. On November 5, 2021, Plaintiff and Defendants entered into a Tolling Agreement to
28 toll all applicable statute of limitations for all claims alleged in this Complaint not already tolled



pursuant to the LWDA's July 1, 2021 Notice from November 5, 2021 through and including March 7, 2022.

7. On November 18, 2021, Plaintiff gave written amended notice by certified mail to the Labor and Workforce Development Agency ("LWDA") and all Defendants clarifying that Plaintiff's claims related to Uber LERT Specialists and not Uber or Uber Eats drivers. More than sixty-five (65) days have elapsed since Plaintiff provided written amended notice of the claims alleged herein without the LWDA assuming jurisdiction over the claims alleged. Accordingly, Plaintiff has fully satisfied her administrative prerequisites to file suit under PAGA.

8. Furthermore, on February 18, 2022, Plaintiff and Defendants entered into a subsequent Tolling Agreement to toll all applicable statute of limitations for all claims alleged in this Complaint including all claims under PAGA from May 5, 2021 through and including April 4, 2022.

PARTIES

9. Plaintiff Soha Malik is an individual who, at all times relevant to this Complaint, is a permanent resident of the State of California residing and working in San Francisco, California.

10. Defendant Uber Technologies, Inc. is a Delaware corporation with its headquarters and primary place of business located in the City and County of San Francisco at 1455 Market Street, San Francisco, CA 94103.

11. Defendant Russell Tobin and Associates LLC is a Delaware limited liability company with its primary place of business located in the City and County of San Francisco at 655 Montgomery St., San Francisco, CA 94111.

12. Plaintiff was employed by the named Defendants in San Francisco County, California, and the Defendants' conduct, hereinafter alleged, occurred in said County and State.

13. The true names and capacities, whether individual, corporate, associate, or otherwise, of the defendants sued herein under the fictitious names of DOES 1 through 3, inclusive, are unknown to Plaintiff, who therefore sues said defendants by such fictitious names. Plaintiff will amend this Complaint to allege their true names and capacities, as well as the manner in which each fictitious defendant is responsible for the violations of law herein alleged, when ascertained. Plaintiff alleges that each of the fictitiously named defendants were responsible in some manner for the



violations of law herein alleged, and that Plaintiff's and/or the Aggrieved Employees' damages as herein alleged were proximately caused by their conduct.

14. At all relevant times, each Defendant has committed the acts, caused others to commit the acts, ratified the commission of the acts, or permitted others to commit the acts alleged in this complaint and has made, caused, ratified, or permitted others to make, the untrue or misleading statements alleged in this company. Whenever reference is made in this complaint to any of the Defendants, such allegation shall mean that each Defendant acted individually and jointly with the other Defendants. The term "Defendants" wherever used in this Complaint shall mean all named Defendants.

15. Whenever in this Complaint there is reference to any act of any corporate defendant, such allegation shall be deemed to mean that such corporate defendant did the acts alleged in the complaint through its officers, directors, agent, employees, and/or representatives while they were acting within the actual or ostensible scope of their authority.

16. Whenever and wherever reference is made to individuals who are not named as defendants in this Complaint but are or were employees and/or agents of Defendants, such references shall be deemed to mean that such individuals at all relevant times acted on behalf of the corporate Defendants within the scope of their employment.

17. Plaintiff is informed and believes and on that basis alleges that at all times relevant herein, the corporate Defendants, and each of them, had the right to control, and controlled, Plaintiff's and the Aggrieved Employees' wages, hours and working conditions, and they had the right to control the manner in which Plaintiff performed work duties, including but not limited to supervision of work, and they were joint employers or co-employers of Plaintiff at all times during employment.

18. Plaintiff is informed and believes and on that basis alleges that at all times relevant herein, the corporate Defendants, and each of them, were an integrated enterprise in that they had an interrelation of operations, centralized control of labor relations, common management, and common ownership or financial control.

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20. This Court has personal jurisdiction over Defendants, and each of them, because each Defendant purposely availed themselves of this Court's jurisdiction by employing Plaintiff as a joint-employer in the County of San Francisco by employing Plaintiff as an employer and by conducting business within the City and County of San Francisco. On information and belief, DOES 1 through 3 also reside in California; and the acts and omissions alleged herein occurred in California and caused harm to Plaintiff and the Aggrieved Employees in California.

FACTUAL BACKGROUND

23. RTA and Uber are joint employers as they retained the right to exercise a sufficient amount of control over Plaintiff and Aggrieved Employees' wages, hours, and working conditions.

Hi Soha,

Russell Tobin & Associates provides you with the option of Medical Benefits. You are eligible to sign up within your first 60 days of employment. You will receive information on these benefits from our back office within your first 30 days. Again, if you have any questions please do not hesitate to contact me!

Best,
Malia Santangelo



1 25. Plaintiff accepted the position immediately:

2 From: **Malia Santangelo** <malia.santangelo@russelltobin.com>

3 Date: Wednesday, July 22, 2020

4 Subject: Congrats! You Offer at Uber:

5 To: Soha M <maliksohaa@gmail.com>, ContractorCare <ContractorCare@russelltobin.com>

6 Hi Soha,

7 Congrats again!! Since you've accepted, we'll go ahead and initiate your background check today. Please keep an eye out for several
8 emails from our internal team and fill everything out ASAP to ensure your start date isn't pushed out! Please see attached offer
9 letter and benefit details as promised.

10 26. As part of the on-boarding process, RTA required Plaintiff to sign several documents.
11 On information and belief, one of the documents that Plaintiff was required to sign was a five-page
12 "Master Employment Agreement – W-2" ("MEA Contract").

13 27. The MEA Contract included a choice of law provision and arbitration provision. The
14 choice of law provision and arbitration provision require Plaintiff to adjudicate employment disputes in
15 New York subject to New York law and subjected to arbitration before the American Arbitration
16 Association (AAA) in New York City pursuant to its labor arbitration rules. Nothing in the arbitration
17 provision or the AAA states that arbitration is subject to the Federal Arbitration Act.

18 28. Plaintiff does not recall electronically signing the MEA Contract, but on information and
19 belief, she signed it on or around July 23, 2020 via DocuSign based on a copy of the contract provided
20 by Defendants.

21 29. On or around December 11, 2020, RTA emailed Plaintiff informing her that "the hiring
22 team at Uber has extended your contract through 6/30/2021! Congratulations! Please call or email me
23 to confirm if you accept this extension." Plaintiff accepted the extension immediately via email.

24 30. During Plaintiff's employment, she reported directly to her managers at Uber, Lindsay
25 Owyand ("Ms. Owyand") and Matheus Bevilacqua. Plaintiff received all her work assignments, work
26 hours, training, and performance feedback from her Uber managers. On information and belief, Uber
27 had sole discretion to terminate Plaintiff.

28 31. Also during Plaintiff's employment, Plaintiff was required to submit her hours to RTA,
RTA paid her paychecks, and Plaintiff received health benefits from RTA.

Defendants Violate Several Wage and Hour Laws

32. From August 2020 through December 2020, Plaintiff had to work remotely given the various shelter-in-place orders in effect at the time. In order to work remotely, Plaintiff had to purchase a monitor, mouse, keyboard, and furniture totaling approximately \$1,800; acquire internet through her cellphone that cost approximately \$139/month; pay for repairs to her computer, monitor, and laptop that cost approximately \$900.00; rent out an additional bedroom for approximately \$500/month to have room for a work desk and space; and she incurred approximately \$200.00 for various social meetings hosted by Uber. She also regularly used her cell phone to communicate with her manager and teammates at Uber.

33. Sometime during her employment, Plaintiff asked Ms. Owyand and Uber's IT department to reimburse her for the expenses that she had incurred to reasonably perform her job duties, but both refused to reimburse her for any of her expenses.

34. Plaintiff also asked her contact at RTA, Malia, to receive reimbursement for her work-related expenses in January 2021, but RTA did not reimburse Plaintiff.

35. At no point did Defendants reimburse Plaintiff for any of the expenses she incurred to reasonably perform her job duties.

36. Plaintiff also did not accrue any paid sick leave from August 2020 through November 2020 and from December 2020 through January 2021. Plaintiff also was not permitted to carry over any paid sick leave that she accrued in 2020 to the new calendar year. As a result, Plaintiff's wage statements are inaccurate because they fail to accurately reflect Plaintiff's accrued paid sick time and paid time off ("PTO").

37. On or around December 16, 2020, Uber announced a new paid time off policy effective as of January 1, 2021 that provided non-exempt employees with 15 days of PTO or 120 hours each calendar year "at an accrued rate," with any unpaid PTO to be "paid out" by the end of the calendar year. Uber did not announce the rate that PTO would accrue, but Uber did state that employees could use the PTO "immediately upon the start of the new year (January 2021)."



1 38. Defendants terminated Plaintiff effective as of January 21, 2021. Plaintiff was blocked
2 from accessing her Uber account the same day. Plaintiff did not receive her wages for the hours she
3 worked from January 18, 2021 through January 21, 2021 until January 27, 2021.

4 39. On January 29, 2021, Plaintiff was paid for an additional 30.51 hours at her regular rate
5 of pay for “Paid Time Off.” At the time of Plaintiff’s termination, she was in the middle of a 6-month
6 term employment agreement and entitled to at least 60 hours of PTO. On information and belief,
7 Plaintiff is entitled to all 60 hours of PTO, which full payment she has not received from Defendants as
8 of the date of this Complaint.

9 40. In March 2021, Plaintiff requested her personnel, employment, and payroll records from
10 Uber and RTA. Uber never sent any documents. RTA initially provided some documents that were
11 missing Plaintiff’s timesheet records; the offer of employment sent to Plaintiff via electronic mail; the
12 offer to extend Plaintiff’s term of employment with Uber and RTA; and all written documentation
13 regarding Plaintiff’s performance. Plaintiff received some of these missing documents long after 30
14 days had passed from her request and she has still not received many of these documents as of the date
15 of this Complaint.

16 41. On information and belief, the Aggrieved Employees were subjected to the same
17 policies, working conditions, and corresponding wage and hour violations to which Plaintiff was
18 subjected during her employment.

19 **Defendants Retaliate Against Plaintiff for Engaging in Protected Activity**

20 42. Plaintiff was hired at Uber to “clear” a backlog of hundreds of subpoenas, search
21 warrants, and court orders sent to Uber to assist in the investigation, charges, and civil lawsuits of
22 various incidents that involved Uber drivers including claims of sexual harassment and homicide.

23 43. The position involved reviewing each subpoena, search warrant, and court order and
24 responding to it according to the scope of the legal document and the Electronic Communications
25 Privacy Act (“ECPA”), 18 U.S.C §§ 2703 *et seq.*

26 44. Plaintiff was told when she started the position that training for her position could take
27 six months to two years depending on the individual. At the time Plaintiff worked for Defendants,
28

1 Plaintiff noticed that at least one employee in the same position had been “training” for at least two
2 years.

3 45. Plaintiff took her responsibilities seriously especially since she had to declare that she
4 had fully complied with the scope of the legal document and the ECPA when responding to each legal
5 document.

6 46. Throughout her employment, Plaintiff asked her managers questions about the amount
7 of information she should provide in response to various legal documents and how to obtain the
8 information she believed was necessary to fully comply with the legal documents and the ECPA.

9 47. In response, her managers consistently advised her to focus on being efficient rather than
10 thorough, to give out as little information as possible since their job was “to protect the client” (i.e.
11 Uber drivers), and to not provide information that was “too much trouble” to obtain. Plaintiff was also
12 told not to assist “any” law enforcement as it would hinder her ability to reduce the backlog.

13 48. For instance, one time Plaintiff was responding to a search warrant that asked for the
14 GPS location, radius, and ID logs of one driver. Plaintiff did not know how to obtain the GPS location
15 and asked her managers for guidance. In response, Plaintiff was told that she was “making the job
16 harder than it needs to be” and was eventually told to reach out to a separate department within Uber to
17 obtain the information.

18 49. Another time, Plaintiff voiced concern signing a declaration for one legal request
19 because she was not sure it complied with the ECPA and her managers would only roll their eyes in
20 response.

21 50. Plaintiff did not believe the instruction she was receiving at Uber complied with Uber’s
22 own published guidelines on how to comply with the ECPA or the ECPA itself.

23 51. Plaintiff voiced her concerns to her managers, including Ms. Owyand, and on a handful
24 of occasions, Plaintiff explicitly cited Section 2703 and Uber’s published guidelines when conversing
25 with her managers on the best way to respond to various legal documents or when criticized for
26 providing too much user information.

27 52. One of Plaintiff’s managers, Ms. Owyand, seemed to be especially annoyed with
28 Plaintiff’s concerns about fully complying with the court documents.

1 53. Around November 2020, Ms. Owyand began to complain about Plaintiff's "numbers,"
2 stating that Plaintiff was not responding and closing enough subpoenas, court orders, and search
3 warrants each month.

4 54. Ms. Owyand also became annoyed with Plaintiff when Plaintiff asked Ms. Owyand for
5 more work while waiting for another department at Uber to provide her with GPS location information.

6 55. In December 2020, Ms. Owyand became Plaintiff's sole manager because Plaintiff's
7 other manager was on vacation the whole month. During that time, Ms. Owyand complained about
8 Plaintiff every time Plaintiff asked for assistance.

9 56. On information and belief, in January 2021, Ms. Owyand recommended that Plaintiff be
10 terminated because Plaintiff repeatedly voiced concerns that Uber was not complying with the ECPA.
11 Defendants terminated Plaintiff on January 21, 2021.

12 **Defendants Breach Plaintiff's Fixed-Term Employment Contract**

13 57. On or around December 11, 2020, Defendants offered to extend Plaintiff's contract
14 through June 30, 2021:

15 On Friday, December 11, 2020, ContractorCare <ContractorCare@russelltobin.com> wrote:

16 Hi Soha,

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18
19 I hope your week is going well so far! We received an update that the hiring team at Uber has
20 extended your contract through 6/30/2021! Congratulations! **Please call or email me to confirm if**
you accept this extension.

21
22 If you have any questions or concerns, please do not hesitate to reach out to me! I am available
23 daily at 612-354-8505.

24
25 Thank you!

26 58. Plaintiff responded to the email the same day and accepted the extension.

27 59. Excited about the extension and relying on the expected income for the following six
28 months, Plaintiff extended her lease agreement for the extra room rental for her remote work-space;

1 paid a \$400.00 application fee for a new apartment that was closer to Uber's headquarters where she
2 expected to work at on a regular basis; and began the process of giving notice at her current apartment
3 to terminate her lease agreement. In total, Plaintiff incurred at minimum \$3,400.00 in additional
4 expenses or hard costs after reasonably relying on the fixed-term employment agreement she entered
5 into with Defendants.

6 60. In January 2021, Plaintiff continued to work at Uber on a full-time basis and she had a
7 positive job performance discussion with Uber and RTA about two weeks into the new year.

8 61. During Plaintiff's employment with Defendants, no one ever raised any concerns to her
9 that she was willfully breaching any of her duties, habitually neglecting her duties, or incapable of
10 performing her duties.

11 62. Then—inexplicably—Defendants terminated Plaintiff's contract effective as of January
12 21, 2021.

13 63. As a result of the sudden termination of the contract, Plaintiff was extremely distraught
14 and embarrassed as she frantically scrambled to save her lease agreement at her current apartment,
15 cancel the agreement with the new apartment, has had to pay out of pocket for approximately \$2,635
16 for health and dental care, has had to jump through hoops attempting to obtain unemployment benefits
17 from a clogged system, and has had to search for alternative employment in the midst of a novel
18 pandemic that has led to unprecedented unemployment rates in California.

19 64. Plaintiff was unable to find gainful employment until approximately July 2021.

20 CAUSES OF ACTION

21 FIRST CAUSE OF ACTION

22 Breach of Contract Pursuant to Labor Code § 2924

23 *By Plaintiff Against All Defendants*

24 65. Plaintiff incorporates by reference the above allegations as if fully set forth herein.

25 66. Labor Code § 2924 limits an employer's right to discharge an employee who is
26 working pursuant to a fixed term employment agreement. An employer may only terminate
27 employment for a specific term for (a) willful breach of duty by the employee; (b) habitual neglect of
28 duty; or (c) continued incapacity to perform his or her duty.



67. Plaintiff and Defendants executed a valid written employment contract on or around December 11, 2020 for a six-month term full-time employment arrangement as a L.E.R.T Specialist for Uber, where Plaintiff would earn approximately \$40,560.00 with accompanying health benefits and accrued paid time off up to 15 calendar days.

68. Plaintiff fully performed her duties and obligations under the contract. Plaintiff did not willfully breach any duties under the contract, neglect any duties, or become incapable of performing her duties.

69. Defendants breached the employment arrangement by prematurely terminated Plaintiff without notice on January 22, 2021.

70. As a direct result of Defendants breach, Plaintiff has sustained damages in excess of \$40,000.00 including but not limited to \$35,433.84 for the remaining term of her employment contract, approximately \$3,000.00 in loss of health benefits, approximately \$2,600.00 in out-of-pocket health expenses due to her lost health benefits, and lost PTO benefits.

71. Wherefore, Plaintiff requests judgment against Defendant(s), singly, jointly, and severally, as to the first cause of action for relief, for compensatory damages or, in the alternative, restitution, joint and several liability, prejudgment and post judgment interest, and such other and further relief as the Court may deem proper.

SECOND CAUSE OF ACTION
Violation of Labor Code § 1102.5 - Unlawful Retaliation for Whistleblowing
By Plaintiff Against All Defendants

72. Plaintiff incorporates by reference the above allegations as if fully set forth herein.

73. California Labor Code § 1102.5 prohibits an employer, or any person acting on behalf of the employer, from retaliating against an employee for disclosing information of illegal or perceived illegal activity to a person with authority over the employee.

74. California Labor Code § 1102.5 also provides that the court is authorized to award reasonable attorneys' fees to a plaintiff who brings a successful action for a violation of these provisions.

75. At all relevant times, Defendants were Plaintiff's employer.



76. Throughout her employment, Plaintiff informed her managers at Uber of Uber’s legal duty to comply with the Electronic Communications Privacy Act (“ECPA”), 18 U.S.C §§ 2703 *et seq.* when responding to various subpoenas, court orders, and search warrants.

77. Throughout her employment, Plaintiff reasonably believed that Uber was violating the ECPA.

78. As a result of Plaintiff's voiced concerns to her managers at Uber, Uber retaliated against Plaintiff by terminating her employment contract.

79. As a direct result of Defendants unlawful retaliation, Plaintiff has sustained damages in excess of \$165,000.00 including but not limited to \$35,433.84 for the remaining term of her employment contract, approximately \$3,000.00 in loss of health benefits, approximately \$2,600.00 in out-of-pocket health expenses due to her lost health benefits, lost PTO benefits, and emotional distress damages.

80. Plaintiff has also incurred and continues to incur legal expenses and attorneys' fees in an amount according to proof at the time of trial.

81. Wherefore, Plaintiff requests judgment against Defendant(s), singly, jointly, and severally, as to the second cause of action for relief, for: compensatory damages, joint and several liability, prejudgment and post judgment interest, attorneys' fees and costs pursuant to Labor Code Section 1102.5(j), and such other and further relief as the Court may deem proper.

THIRD CAUSE OF ACTION

Wrongful Termination in Violation of Public Policy

By Plaintiff Against All Defendants

82. Plaintiff incorporates by reference the above allegations as if fully set forth herein.

83. California recognizes that “[A]n employer’s traditional broad authority to discharge an at-will employee may be limited by statute . . . or by consideration of public policy.” (*Tameny v. Atlantic Richfield Co.* (1980) 27 Cal.3d 167, 172 [internal quotation marks omitted].)

84. California has a public policy that employers and agents of employers should not be permitted to retaliate against employees who inform employers about perceived legal violations

85. At all relevant times, Defendants were Plaintiff's employer.



1 86. Defendants terminated Plaintiff on or around January 22, 2021.

2 87. Plaintiff's concerns that Uber was not complying with their legal obligations pursuant
3 to the ECPA was a substantial motivating reason that Defendants discharged Plaintiff.

4 88. As a direct and proximate result of Defendants' actions and Plaintiff's discharge,
5 Plaintiff has sustained and will continue to suffer economic damages in an amount to be proven at
6 trial, but in excess of \$165,000.00 including but not limited to \$35,433.84 for the remaining term of
7 her employment contract, approximately \$3,000.00 in loss of health benefits, approximately \$2,600.00
8 in out-of-pocket health expenses due to her lost health benefits, lost PTO benefits, and emotional
9 damages.

10 89. Wherefore, Plaintiff requests judgment against Defendant(s), singly, jointly, and
11 severally, as to the third cause of action for relief, for: compensatory damages, joint and several
12 liability, prejudgment and post judgment interest, and such other and further relief as the Court may
13 deem proper.

14 **FOURTH CAUSE OF ACTION**

15 **Failure to Provide Complete Records (LC § 226, 432, 1198.5)**

16 *By Plaintiff Against All Defendants*

17 90. Plaintiff incorporates by reference the above allegations as if fully set forth herein.

18 91. Pursuant to California Labor Code section 226(b), an employer shall afford current and
19 former employees the right to inspect or copy the records pertaining to that current or former
20 employee, upon reasonable request to the employer.

21 92. Pursuant to California Labor Code § 226(c), an employer who receives a written or oral
22 request to inspect or copy records pursuant to subdivision (b) pertaining to a current or former
23 employee shall comply with the request as soon as practicable, but no later than twenty-one (21)
24 calendar days from the date of the request. A violation of this subdivision is an infraction.

25 93. Pursuant to California Labor Code § 432, if an employee or applicant signs any
26 document relating to the obtaining or holding of employment, he or she shall be given a copy of the
27 document upon request.
28



1 94. Pursuant to California Labor Code section 1198.5(a), every employee has the right to
2 inspect and copy the personnel records that the employer maintains relating to the employee's
3 performance or to any grievance concerning the employee.

4 95. Pursuant to California Labor Code section 1198.5(b), the employer shall make the
5 contents of the personnel records available to the employee at reasonable intervals and at reasonable
6 times.

7 96. Pursuant to California Labor Code section 1198.5(c), the employer shall do one of the
8 following: 1) keep a copy of each employee's personnel records at the place where the employee
9 reports to work; 2) make the employee's personnel records available at the place where the employee
10 reports to work within a reasonable period of time following an employee's request; or 3) permit the
11 employee to inspect the personnel records at the location where the employer stores the personnel
12 records, with no loss of compensation to the employee.

13 97. On or around March 10, 2021, Plaintiff requested her personnel, employment, and
14 payroll records from Uber and RTA. On or around March 25, 2021, through counsel, RTA responded
15 to the request with a 88-page electronic document. Absent from the document were Plaintiff's
16 timesheet records; the offer of employment sent to Plaintiff via electronic mail; the offer to extend
17 Plaintiff's term of employment with Uber and RTA; and all written documentation regarding
18 Plaintiff's performance. Plaintiff did not receive these documents within twenty-one (21) or thirty (30)
19 calendar days from the date of the request.

20 98. As a result of Defendants' inactions, Plaintiff has suffered injury and damage, including
21 by virtue of being denied rights provided by statute.

22 99. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees in an
23 amount according to proof at the time of trial.

24 100. Wherefore, Plaintiff requests judgment against Defendant(s), singly, jointly, and
25 severally, as to the fourth cause of action for relief, for: injunctive relief pursuant to LC § 1198.5(l);
26 statutory damages of \$750.00 pursuant to LC § 1198.5(k); attorneys' fees and costs pursuant to LC §
27 1198.5(l); and such other and further relief as the Court may deem proper.
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1 **FIFTH CAUSE OF ACTION**

2 **Failure to Timely Pay All Wages Owed Upon Termination**

3 **(LC §§ 201, 203, 218.5, 218.6)**

4 ***By Plaintiff Against All Defendants***

5 101. Plaintiff incorporates by reference the above allegations as if fully set forth herein.

6 102. Pursuant to Labor Code § 201, “If an employer discharges an employee, the wages
7 earned and unpaid at the time of discharge are due and payable immediately.”

8 103. Labor Code § 203 provides, in pertinent part: “If an employer willfully fails to pay,
9 without abatement or reduction, ... any wages of an employee who is discharged or who quits, the
10 wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid
11 or until an action therefore is commenced; but the wages shall not continue for more than 30
12 days”

13 104. Labor Code § 218.5 provides, in pertinent part: “In any action brought for the
14 nonpayment of wages . . . the court shall award reasonable attorney’s fees and costs to the prevailing
15 party if any party to the action requests attorney’s fees and costs upon the initiation of the action.”

16 105. Labor Code § 218.6 provides, in pertinent part: “In any action brought for the
17 nonpayment of wages, the court shall award interest on all due and unpaid wages”

18 106. Defendants failed to pay Plaintiff all wages owed on the same day that she was
19 terminated on January 22, 2021, including but not limited to her regular wages and accrued PTO
20 hours. As of the date of this Complaint, Plaintiff still has not been paid the full amount of PTO that she
21 accrued.

22 107. As a result of Defendants inactions, Plaintiff has suffered injury and damage, including
23 by being denied the rights and privileges secured by the above-cited statutes.

24 108. Plaintiff has incurred and continues to incur legal expenses and attorneys’ fees in an
25 amount according to proof at the time of trial.

26 109. Wherefore, Plaintiff requests judgment against Defendant(s), singly, jointly, and
27 severally, as to the fifth cause of action for relief, for: waiting time penalties at Plaintiff’s daily rate of
28 \$312.00 for 30 days pursuant to LC § 203 (totaling approximately \$9,360.00); attorneys’ fees and



1 costs pursuant to LC § 218.5, interest pursuant to LC § 218.6, and such other and further relief as the
2 Court may deem proper.

3 **SIXTH CAUSE OF ACTION**

4 **Failure to Provide Accurate Itemized Statements to Employees (LC §§ 226)**

5 ***By Plaintiff Against All Defendants***

6 110. Plaintiff incorporates by reference the above allegations as if fully set forth herein.

7 111. Labor Code § 226(a) requires employers to furnish its employees at the time of
8 payment of wages with “an accurate itemized statement in writing” showing nine times including but
9 not limited to the number of piece-rate units earned and any applicable piece rate if the employee is
10 paid on a piece-rate basis, all deductions, the inclusive dates of the period for which the employee is
11 paid, and all applicable hourly rates in effect during the pay period and the corresponding number of
12 hours worked at each hourly rate by the employee, including other employment benefits such as
13 accrued vacation or paid time off.

14 112. Labor Code § 226(e) states: “An employee suffering injury as a result of a knowing and
15 intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of
16 all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one
17 hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an
18 aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable
19 attorney’s fees.”

20 113. Labor Code § 226(h) states: “An employee may also bring an action for injunctive
21 relief to ensure compliance with this section, and is entitled to an award of costs and reasonable
22 attorney s fees.”

23 114. Defendants failed to provide accurate wage statements to Plaintiff by not accurately
24 reflecting the hours of PTO to which she was statutorily entitled.

25 115. As a result of Defendants inactions, Plaintiff has suffered injury and damage, including
26 by being denied the rights and privileges secured by the above-cited statutes.

27 116. Plaintiff has incurred and continues to incur legal expenses and attorneys’ fees in an
28 amount according to proof at the time of trial.



1 117. Wherefore, Plaintiff requests judgment against Defendant(s), singly, jointly, and
2 severally, as to the sixth cause of action for relief, for: injunctive relief, statutory penalties of \$4000,
3 attorneys' fees and costs pursuant to LC §§ 226(e) and 226(h), and such other and further relief as the
4 Court may deem proper.

5 **SEVENTH CAUSE OF ACTION**

6 **Failure to Provide Sick Leave**

7 **(LC §§ 246; San Francisco's Administrative Code 12W.3, 12W.8(c), (d))**

8 ***By Plaintiff Against All Defendants***

9 118. Plaintiff incorporates by reference the above allegations as if fully set forth herein.

10 119. Labor Code section 246 states, in pertinent part that an employee who "works in
11 California for the same employer for 30 or more days within the commencement of employment is
12 entitled to paid sick days . . . at the rate of not less than one hour per every 30 hours worked."

13 120. San Francisco's Administrative Code 12W.3 states, in relevant part, "[f]or every 30
14 hours worked after paid sick leave begins to accrue for an employee, the employee shall accrue one
15 hour of paid sick leave. Paid sick leave shall accrue only in hour-unit increments; there shall be no
16 accrual of a fraction of an hour of paid sick leave."

17 121. San Francisco's Administrative Code 12W.8(c) states in relevant part that "any person
18 aggrieved . . . may bring a civil action in a court of competent jurisdiction . . . and, upon prevailing,
19 shall be entitled to . . . reinstatement, back pay, the payment of any sick leave unlawfully withheld,
20 the payment of an additional sum as liquidated damages in the amount of \$50.00 . . . for each hour or
21 portion thereof that the violation occurred or continued, plus, where the employer has unlawfully
22 withheld paid sick leave to an employee, the dollar amount of paid sick leave withheld from the
23 employee multiplied by three; and reinstatement in employment and/or injunctive relief; and, further,
24 shall be awarded reasonable attorneys' fees and costs.

25 122. San Francisco's Administrative Code 12W.8(d) states in relevant part that the court
26 "shall award interest on all amounts due and unpaid at the rate of interest specified in subdivision (b)
27 of Section 3289 of the California Civil Code."
28



1 123. Defendants failed to allow Plaintiff to accrue paid sick leave every 30 hours worked
2 during various points of her employment.

3 124. As a result of Defendants inactions, Plaintiff has suffered injury and damage, including
4 by being denied the rights and privileges secured by the above-cited statutes.

5 125. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees in an
6 amount according to proof at the time of trial.

7 126. Wherefore, Plaintiff requests judgment against Defendant(s), singly, jointly, and
8 severally, as to the seventh cause of action for relief, for: injunctive relief, triple damages of the sick
9 leave still owed to Plaintiff (9 hours x \$39 x 3 = \$1,053), liquidated damages totaling \$1050, or \$50
10 per hour unlawfully withheld (total of 17 hours in 2020, and 4 hours in 2021), attorneys' fees and
11 costs, interest pursuant to San Francisco's Administrative Code 12W.8(d), and such other and further
12 relief as the Court may deem proper.

13 **EIGHTH CAUSE OF ACTION**

14 **Failure to Reimburse Employee for Expenses (LC §§ 2802)**

15 ***By Plaintiff Against All Defendants***

16 127. Plaintiff incorporates by reference the above allegations as if fully set forth herein.

17 128. California law requires an employer to reimburse employees "for all necessary
18 expenditures or losses incurred by the employee in direct consequence of the discharge of his or her
19 duties" (Cal. Lab. Code § 2802(a).)

20 129. All awards made by a court for reimbursement of necessary expenditures shall carry
21 interest at the same rate as judgments in civil actions. (Cal. Lab. Code § 2802(b).) Interest shall accrue
22 from the date on which the employee incurred the necessary expenditure or loss. (*Ibid.*)

23 130. Reimbursement for necessary expenditures shall include all reasonable costs, including,
24 but not limited to, attorney's fees incurred by the employee enforcing the rights granted by this
25 section. (Cal. Lab. Code § 2802(c).)

26 131. An employer cannot refuse to reimburse the employee for expenses that are incurred
27 even if the employee does not follow an employer's procedures for requesting reimbursement.
28 (*Jacobus v. Krambo Corp.* (2000) 78 Cal.App.4th 1096, 1100.)



132. Plaintiff incurred several expenses to perform her job duties including but not limited to, renting an extra room to work remotely; a desk; chair; monitor; keyboard; mouse; computer repairs; computer equipment including charging cables; cell phone expenses; and internet totaling approximately \$6,800.00.

133. Plaintiff notified Uber of these expenses and Uber refused to reimburse her for her expenses. Plaintiff also contacted RTA to request reimbursement for her expenses, and RTA refused to reimburse her.

134. As a result of Defendants inactions, Plaintiff has suffered injury and damage, including by being denied the rights and privileges secured by the above-cited statutes.

135. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees in an amount according to proof at the time of trial.

136. Wherefore, Plaintiff requests judgment against Defendant(s), singly, jointly, and severally, as to the eighth cause of action for relief, for: reimbursement for necessary expenditures in an amount no less than \$6,800.00, attorneys' fees and costs, interest pursuant to Labor Code section 2802(b), and such other and further relief as the Court may deem proper.

NINTH CAUSE OF ACTION

Private Attorneys General Act (Labor Code §§ 2698-2699.5)

By Plaintiff Against All Defendants and DOES 1-5

137. Plaintiff incorporates by reference the above allegations as if fully set forth herein.

138. Pursuant to the California Labor Code Private Attorneys General Act (“PAGA”), “Notwithstanding any other provision of law, any provision of [the California Labor Code] that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Section 2699.3.” Lab. Code § 2699(a).

139. “For all provisions of [the California Labor Code] except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these



1 provisions . . . [of] one hundred dollars (\$100) for each aggrieved employee per pay period for the
2 initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each
3 subsequent violation.” Lab. Code § 2699(f).

4 140. PAGA “violation” includes, and is used in these allegations to mean, a failure to
5 comply with any requirement of the Labor Code. Lab. Code § 22. Under the PAGA, an “aggrieved
6 employee” means any person who was employed by the alleged violator and against whom only one
7 of the alleged violations was committed. Lab. Code § 2699(c).

8 ***Labor Code Violations Providing for Civil Penalties Pursuant to 2699(f)(2): Labor Code §§ 226(b),***
9 ***226(c), 432, 1198.5, 246, 2802***

10 141. Plaintiff and the Aggrieved Employees are and/or were employees of Defendants who
11 did not receive proper protections and benefits of the California Labor Code including **(1)** receipt of
12 complete personnel, payroll, and employment records within 21 and 30 days (Sections 226, 432,
13 1198.5); **(2)** accrual of paid sick leave at a rate of one hour for every 30 hours worked after 30 days of
14 work (Section 246), and **(3)** reimbursement for all necessary expenditures or losses incurred by the
15 employee in fulfilling his or her job duties (Section 2802).

16 142. Defendants did not provide Plaintiff or other aggrieved employees with complete
17 personnel, payroll, and employment records within the statutory time periods.

18 143. Defendants did not allow Plaintiff or other aggrieved employees to accrue paid sick
19 leave after 30 days of continuous work at the rate of one hour for every 30 hours worked.

20 144. Defendants did not reimburse Plaintiff or other aggrieved employees with all necessary
21 expenditures or losses incurred by virtue of the job and working remotely during the pandemic
22 including the use of cell phones, internet, computer monitors, keyboards, and a work desk/chair.

23 145. As such, Defendants violated the above referenced provisions.

24 146. As a result of the unlawful employment practices alleged herein, Plaintiff seeks the
25 assessment of all applicable and available PAGA remedies pursuant to Labor Code § 2699(f), and
26 seeks to recover all attorneys' fees, costs, and/or any other damages permitted under PAGA.

27
28 ///

Labor Code Violations Providing for Civil Penalties Pursuant to 2699(a): Labor Code §§ 203, 226(e), 226.3, 1102.5(f)

147. Plaintiff and the Aggrieved Employees are and/or were employees of Defendants who did not receive proper protections and benefits of the laws governing **(1)** the timing and payment of final wages per Labor Code Section 201 and **(2)** the wage statement requirements of Labor Code Section 226(a).

148. Labor Code §§ 201-203 cause the unpaid wages of the employee to continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced, but the wages shall not continue for more than thirty (30) days.

149. Labor Code § 226(e) states: “An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover 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, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney’s fees.”

150. Labor Code § 226.3 states: “Any employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section 226. The civil penalties provided for in this section are in addition to any other penalty provided by law.”

151. Labor Code § 1102.5(f) states: “In addition to other penalties, an employer that is a corporation or limited liability company is liable for a civil penalty not exceeding ten thousand dollars (\$10,000) for each violation of this section.”

152. At all relevant times here, Defendants did not provide Plaintiff and the Aggrieved Employees with all wages due and owing upon separation of employment, including, but not limited to regular wages (including paid time off) within the time specified by Labor Code §§ 201 - 203.



153. Plaintiff alleges that, at all relevant times, Defendants had a planned pattern and practice of failing to timely pay to Plaintiff and the Aggrieved Employees all wages due and owing upon separation of employment as required by Labor Code §§ 201.

154. Plaintiff alleges that, at all relevant times, Defendants failed to keep the records required in Labor Code Section 226(a) by failing to keep accurate records of accrued paid sick leave and paid time off.

155. Plaintiff alleges that, at all relevant times, Defendants knew and intentionally failed to fulfill their obligations pursuant to Labor Code Section 226(a) as evidenced by Defendants sporadic inclusion of paid sick leave on some but not all wage statements.

156. At all relevant times, Defendants enforced policies preventing employees from disclosing information to another employee at Uber/RTA with authority to investigate, discovery, or correct violations of the ECPA, which policies including terminating employees who reported such concerns to their managers.

157. As a result of the unlawful employment practices alleged herein, Plaintiff seeks the assessment of all applicable and available PAGA remedies pursuant to Labor Code § 2699, and seeks to recover all attorneys' fees, costs, and/or any other damages permitted under PAGA.

TENTH CAUSE OF ACTION

Declaratory Relief (Labor Code § 925)

By Plaintiff Against All Defendants and DOES 1-5

158. Plaintiff incorporates by reference the above allegations as if fully set forth herein.

159. California Labor Code Section 925 prohibits employers from requiring an employee who primarily resides and works in California, as a condition of employment, to agree to a provision that requires the employee to adjudicate outside of California a claim arising in California or deprives an employee of the substantive protections of California law for controversies arising in California.

160. The Master Employment Agreement – W-2 dated July 23, 2020 (“MEA Contract”) was a condition of Plaintiff’s employment with Defendants. Plaintiff did not have any involvement in the drafting of the MEA Contract.



161. At all times of Plaintiff's employment with Defendants, Plaintiff resided and worked in San Francisco, California.

162. The arbitration and choice of law provisions of the MEA Contract are void pursuant to California Labor Code Section 925 because both provisions required Plaintiff to submit to the laws of New York regarding her claims that arose in California.

163. The MEA Contract is also invalid and unenforceable against Plaintiff as a whole because Plaintiff reasonably assumed the agreement reflected the terms of the job offer and that she would not have signed the agreement had she known that the terms of the MEA Contract did not reflect the terms of the job offer.

164. The MEA Contract is also invalid and unenforceable against Plaintiff as a whole because Plaintiff signed the contract under undue influence.

165. Accordingly, Plaintiff requests judgment against Defendant(s), singly, jointly, and severally, as to the tenth cause of action for relief, for: declaratory relief pursuant to California Civil Code Section 1060 that the MEA Contract is invalid and not enforceable against Plaintiff; injunctive relief pursuant to California Labor Code Section 925 voiding the choice of law and arbitration provisions of the MEA Contract; reasonable attorneys' fees and costs pursuant to Labor Code Section 925(c), and such other and further relief as the Court may deem proper.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Soha Malik demands judgment against Defendants, and each of them, as follows:

- i. For injunctive relief;
- ii. For actual, consequential and incidental financial losses, including without limitation loss of salary/earnings and benefits in an amount no less than \$55,000.00.
- iii. For compensatory and general damages, including but not limited to, pain and suffering and emotional distress damages according to proof, and in an amount no less than \$165,000.00;
- iv. For special damages in an amount to be determined by proof at trial but no less than \$7,853.00 for reimbursable expenses and paid sick leave;
- v. For liquidated damages in the amount of \$1050.00;

