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January 1, 2025

File No. 779

VIA INTERNET UPLOAD

Department of Industrial Relations
Labor Workforce Development Agency
455 Golden Gate Avenue, 10th Floor
Accounting Unit
San Francisco, California 94102

VIA CERTIFIED MAIL (HAND RECEIPT REQUESTED)(9589071052701003046375)

President/CEO
Sumir Meghani, CEO individually per Lab. Code § 558.1
Zaldy Doroliat, CFO individually per Lab. Code § 558.1
Garuda Labs, Inc. dba Instawork
55 Hawthorne Street, 6th Floor
San Francisco, California 94105

VIA CERTIFIED MAIL (HAND RECEIPT REQUESTED)(9589071052701003046382)

President/CEO
Advantage Workforce Services, LLC
39 Stillman Street
San Francisco, California 94107

Re: *Da Silva, et al. v. Garuda Labs, Inc. dba Instawork, et al.*
Sup. Court of Cal., San Diego County Case No.: 24CL014486C
LWDA Case No. LWDA-CM-1039769-24

Dear Sir or Madam:

A. LWDA Case No. LWDA-CM-1039769-24.

As to LWDA Case No. LWDA-CM-1039769-24, this letter shall serve as an amended notice pursuant to the California Private Attorney General Act (PAGA),

California Labor Code Section 2699, *et seq.*, regarding Da Silva's notice sent on July 15, 2024. This amendment adds the following named Plaintiffs: Raymond Cho Tom Bradley, and Jennifer Fordham. Defendants Advantage Workforce Services, LLC and Instawork employed these Plaintiffs and Defendants caused these Plaintiffs to suffer at least one Labor Code violation during the PAGA period from July 15, 2023 to the present. Thus, these Plaintiffs have standing under the relation back doctrine.

B. Notice of New PAGA Complainants.

This letter shall also serve as new notice (i.e., a new PAGA filing with a new case number) pursuant to the PAGA regarding claims for Raymond Cho Tom Bradley, and Jennifer Fordham. These aggrieved employees seek the same remedies as the foregoing Plaintiffs based on the facts and circumstances identified below. In addition, the Defendants violated Labor Code §§ 226, 432, and 1198.5 by failing to provide Plaintiffs' complete personnel file and payroll records.

I. FACTS & NATURE OF THE DISPUTE.

This representative action seeks penalties for Defendants' violations of various California Labor Code provisions. The details of Plaintiffs' claims are discussed in the operative complaint on file with the Superior Court of California for the County of San Diego (accessed at <https://odyroa.sdcourt.ca.gov>) under SDSC case number 24CL014486C, the allegations of which are incorporated by reference as though set forth herein.

II. § 2699, ET SEQ., LABOR CODE VIOLATIONS.

Our client has numerous legal claims against the abovementioned parties. In summary, Defendants misclassified Plaintiffs and fellow aggrieved employees as independent contractors, failed to issue Plaintiffs and fellow aggrieved employees accurate wage statements, failed to pay them in a timely manner, failed to pay them all wages including but not limited to overtime, minimum wage, meal and rest premium pay. Further investigation and formal discovery will likely uncover other claims and additional facts supporting liability.

Additionally, Labor Code § 226(a) provides, "... beginning July 1, 2013, if the employer is a temporary services employer as defined in Section 201.3, the rate of pay and the total hours worked for each temporary services assignment..." Plaintiffs allege that Defendant Advantage Workforce Services, LLC is a "temporary services employer as defined in Section 201.3." Plaintiffs allege, however, that Defendant Advantage Workforce Services, LLC failed to comply with Labor Code § 226(a) because the wage statements it issued the Plaintiffs and fellow aggrieved employees did not report "the total hours worked for each temporary services assignment."

Further, Defendant Advantage Workforce Services, LLC failed to comply with Labor Code § 2810.5 because they were incomplete or missing from its personnel file productions.

The details of Plaintiffs' claims are discussed in the operative complaint on file with the Superior Court of California for the County of San Diego, which allegations are incorporated by reference as though set forth herein. These violations include, but are not limited to the following: These violations include all California Labor Code provisions including but not limited to violations of Labor Code subdivision (k) of Section 96, Sections 98.6, 201, 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, and 224, paragraphs (1) to (5), inclusive, (7), and (9) of subdivision (a) of Section 226, Sections 226.7, 226.8, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 351, 353, and 403, subdivision (b) of Section 404, Sections 432, 432.2, 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, 1153, 1174, 1194, 1197, 1197.1, 1197.5, 1198, 1198.3, 1198.5, 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and 1700.47, Sections 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801, 2802, 2806, 2810, 2810.5, subdivision (b) of Section 2929, and Sections 3073.6, 6310, 6311, 6399.7, and the applicable Wage Order.

Please take notice, if any Defendant maintains that any of the named Plaintiffs' claims lack merit, provide all facts in support of your contention within 30 days of the date of this letter. Otherwise, Plaintiffs will presume the claims asserted herein have merit and will proceed accordingly.

Please take further notice that Plaintiffs demand that all Defendants immediately cease and desist from misclassifying workers as independent contractors. Otherwise, Plaintiffs will pursue all their legal remedies available to them including, among other things, seeking injunctive relief pursuant to the recent PAGA amendments.

III. § 2810.3 JOINT EMPLOYER CLAIMS.

Labor Code § 2810.3 states that a "client employer shall share with a labor contractor all civil legal responsibility and civil liability for all workers supplied by that labor contractor... for ... The payment of wages." Plaintiffs allege that Defendant Instawork is and during all times relevant was a "labor contractor" and that the DOE Defendants (other than Instawork) in the enclosed draft complaint were "client employers" within the meaning of Labor Code § 2810.3. Upon information and belief, and based thereon, Plaintiffs allege all or some of the abovementioned Defendants fall within the scope of Labor Code § 2810.3(b) because each entity exercised sufficient

control over the employees' making them joint employers. This letter is being sent to comply with Labor Code § 2810.3(d).

IV. CONCLUSION.

Please take notice this letter is intended to exhaust the pre-litigation requirements set forth under California Labor Code §§ 2699, *et seq.* By law, an employee alleging a violation of one of the above referenced sections must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of § 2699, *et seq.*, by seeking redress in court. (Labor Code § 2699.3(a)(1).) The LWDA must then notify the employer and the employee within the time required by statute regarding whether it intends to investigate the alleged violation. (Labor Code § 2699.3(a)(2)(B).) If the LWDA advises it will not investigate, or if no notice is provided within the time required by statute, the employee may file a lawsuit invoking the provisions under Labor Code § 2699. (Labor Code §2699.3(a)(2)(A).) It is the intention of this office to file a civil complaint and to bring the appropriate claims under Labor Code § 2699 seeking the remedies for the Labor Code violations referenced in this letter and its enclosure should your office not address these matters within the proscribed time.

We write this letter subject to and without waiver of our client's rights and remedies, all of which we expressly reserve. This letter is not an express statement of all facts and circumstances concerning this matter.

Very truly yours,

/s/Thomas D. Rutledge
Thomas D. Rutledge

Cc: Thais Da Silva (via e-mail)
Raymond Cho (via e-mail)
Tom Bradley, and (via e-mail)
Jennifer Fordham (via e-mail)