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Attorneys for Plaintiff REBECCA LABAU

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ALAMEDA

REBECCA LABAU, an individual, on behalf
of himself and all others similarly situated,

Plaintiff,

vs.

WEGOLOOK, LLC, an Oklahoma limited
liability company; and DOES 1 through 100,
inclusive,

Defendants.

Case No. **25CV129830**

CLASS ACTION COMPLAINT FOR:

- (1) FAILURE TO PAY MINIMUM WAGES (LAB. CODE §§ 1194, 1197);**
- (2) FAILURE TO PAY OVERTIME WAGES (LAB. CODE § 510);**
- (3) FAILURE TO PROVIDE MEAL AND REST BREAKS AND SEPARATE REST BREAK COMPENSATION (LAB. CODE §§ 226.2, 226.7, 512);**
- (4) FAILURE TO REIMBURSE BUSINESS EXPENSES (LAB. CODE § 2802);**
- (5) FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS (LAB. CODE § 226);**
- (6) WAITING TIME PENALTIES (LAB. CODE §§ 201-203);**
- (7) UNFAIR BUSINESS PRACTICES (BUS. & PROF. CODE § 17200 ET SEQ.); AND**

INDIVIDUAL & REPRESENTATIVE ACTION FOR:

- (8) CIVIL PENALTIES UNDER LABOR CODE'S PRIVACY ATTORNEY GENERAL ACT ("PAGA") (LAB. CODE §§ 2698 ET SEQ.)**

DEMAND FOR JURY TRIAL

1 Plaintiff Rebecca Labau (“Plaintiff”), on behalf of herself and all others similarly situated
2 (“Class Members”), alleges as follows against Defendant WeGoLook, LLC (“WeGoLook” or
3 “Defendant”):

4 **INTRODUCTION**

5 1. Defendant WeGoLook operates as an on-demand inspection and task fulfillment
6 company, providing services such as property inspections, vehicle inspections, and verification tasks
7 for its clients. Defendant utilizes a network of “Lookers”—workers who complete assignments via
8 WeGoLook’s mobile application. Lookers are paid on a piece-rate basis for each completed job or
9 “Look.”

10 2. Despite the integral role of Lookers in Defendant’s business, Defendant misclassifies
11 them as independent contractors rather than employees, in violation of California law, including
12 Labor Code section 226.8. As a result, Defendant deprives Lookers of critical labor protections,
13 including minimum wage, overtime, reimbursement of business expenses, meal and rest breaks, and
14 accurate wage statements.

15 **JURISDICTION AND VENUE**

16 3. This Court has jurisdiction over the claims asserted herein pursuant to the California
17 Constitution and applicable statutes because the damages and penalties sought exceed the
18 jurisdictional minimum of this Court.

19 4. Venue is proper in this Court because Defendant conducts business in this County
20 and the unlawful acts alleged herein occurred in this County.

21 **PARTIES**

22 5. Plaintiff Rebecca Labau is, and at all relevant times was, a resident of California who
23 performed work as a Looker for Defendant during the relevant statutory period.

24 6. Defendant WeGoLook, LLC is a limited liability company registered to do business
25 in California, with its principal office is in Oklahoma City, OK.

26 7. Plaintiff is ignorant of the true names and capacities of Defendants sued herein as
27 DOES 1 through 100, inclusive, and therefore sues these Defendants by such fictitious names.
28 Plaintiff will amend this Complaint to allege their true names and capacities when ascertained.

GENERAL FACTUAL ALLEGATIONS

A. Misclassification as Independent Contractors

8. Defendant classifies Lookers as independent contractors, despite exercising significant control over their work, including:

- a. Assigning jobs with specific steps to complete the jobs including time parameters through its proprietary mobile application;
- b. Setting detailed client requirements for each assignment;
- c. Requiring Lookers to use specific methods and reporting formats;
- d. Monitoring performance and requiring timely completion of assignments;
- e. Retaining the right to terminate or suspend Lookers' access to the platform.

9. Lookers are integral to Defendant's business, performing the core services that WeGoLook markets to its clients.

10. Defendant's misclassification of Lookers deprives them of the rights and protections afforded to employees under California law.

B. Failure to Pay for All Hours Worked

11. Defendant pays Lookers on a piece-rate basis for each completed assignment but fails to pay for all hours worked, including:

- a. Time spent waiting for assignments or instructions;
- b. Time spent traveling between assignments;
- c. Time Lookers are required to remain available or on-call for potential assignments.

12. California law requires employers to pay at least minimum wage for all hours worked, including nonproductive time (Labor Code sections 1194, 1197).

13. By failing to compensate Lookers for all hours worked, Defendant violates these statutory obligations.

C. Failure to Pay Overtime

14. Many Lookers work more than eight hours in a day and/or forty hours in a week.

1 15. Defendant fails to pay overtime compensation as required by Labor Code section 510
2 and applicable Wage Orders.

3 16. Lookers are not paid overtime rates for hours worked in excess of daily or weekly
4 limits.

5 **D. Failure to Provide Separate Compensation for Rest Breaks**

6 17. Defendant fails to provide Lookers with separate compensation for rest breaks as
7 required by Labor Code section 226.2.

8 18. Piece-rate workers must be paid separately for rest breaks at an average hourly rate
9 based on their earnings during the work week.

10 19. Defendant's failure to provide this required compensation results in owed rest break
11 premium pay for every qualifying shift.

12 **E. Failure to Provide Meal and Rest Breaks**

13 20. Defendant fails to provide compliant meal and rest breaks to Lookers as required by
14 Labor Code sections 226.7 and 512.

15 21. Lookers are often required to work long hours without being provided:

16 a. A 30-minute uninterrupted meal period for shifts over five hours;

17 b. Paid 10-minute rest breaks for every four hours or major fraction thereof
18 worked.

19 22. Defendant does not compensate Lookers with premium pay for missed meal or rest
20 breaks.

21 **F. Failure to Reimburse Business Expenses**

22 23. Defendant requires Lookers to use their personal vehicles, smartphones, and data
23 plans to complete assignments.

24 24. Defendant fails to reimburse Lookers for these necessary business expenses in
25 violation of Labor Code section 2802.

26 25. Lookers bear the costs of fuel, vehicle maintenance, insurance, phone/data usage, and
27 other work-related expenses.
28

G. Failure to Provide Accurate Wage Statements

26. Defendant fails to issue accurate, itemized wage statements as required by Labor Code section 226.

27. Wage statements provided to Lookers do not accurately reflect:

- a. Total hours worked;
- b. Applicable pay rates;
- c. Gross and net wages earned;
- d. Reimbursements owed.

28. Defendant's failure deprives Lookers of transparency regarding their compensation.

H. Failure to Timely Pay Wages Upon Separation

29. Defendant fails to timely pay all wages due upon termination or resignation of Lookers, in violation of Labor Code sections 201-203.

30. By failing to pay all earned wages during employment – including minimum wages for nonproductive time and separate compensation for rest breaks – Defendant also fails to ensure that all wages are paid promptly upon separation.

CLASS ACTION ALLEGATIONS

31. Pursuant to Code of Civil Procedure, section 382, Plaintiff brings this lawsuit as a class action on behalf of himself and all other similarly situated members of the Class, defined below. This action satisfies the ascertainability, numerosity, commonality, typicality, adequacy, predominance, and superiority requirements of class actions.

32. **Class Period:** The Class Period shall be defined as: from four years preceding the date that the first Complaint in this action is filed, until the full resolution of this action, plus any time that may be attributed to equitable or other forms of tolling.

33. Plaintiff seeks to represent the following Class:

- a. All individuals during the Class Period who used WeGoLook's app to carry out tasks including but not limited to property inspections, vehicle inspections, and other verification tasks at a location in California who were not classified as employees ("Class").

1 34. This Class does not include Defendant, its officers, and/or its directors; the Judge to
2 whom this case is assigned; or the Judge's immediate family or staff.

3 35. Plaintiff reserves the right to amend the above Class and to add additional classes and
4 sub-classes as appropriate based on discovery, and the specific theories of liability, among other
5 reasons.

6 36. **Numerosity:** The potential members of the Class as defined are so numerous that
7 joinder of all the members is impracticable. While the precise number of the members of the Class
8 has not been determined, Plaintiff is informed and believes that there are hundreds to thousands of
9 individuals meeting the Class definition. Defendant has access to data sufficient to identify the
10 members of the Class since they all perform work via the same mobile application and cannot
11 outsource the work.

12 37. **Adequacy of Representation:** The named Plaintiff is fully prepared to take all
13 necessary steps to fairly and adequately represent the interests of the Class as defined above.
14 Plaintiff's attorneys are highly experienced in employment class action litigation and intend to
15 prosecute this action vigorously.

16 38. **Common Questions of Law and Fact:** There are predominant common questions
17 and answers of law and fact and a community of interest amongst Plaintiff and the claims of the
18 Class as follows:

- 19 a. Whether Defendant misclassified Lookers as independent contractors;
- 20 b. Whether Defendant failed to pay minimum wage for all hours worked,
21 including nonproductive time;
- 22 c. Whether Defendant failed to pay overtime;
- 23 d. Whether Defendant failed to provide meal and rest breaks and separate
24 compensation for rest breaks;
- 25 e. Whether Defendant failed to reimburse business expenses;
- 26 f. Whether Defendant failed to provide accurate wage statements;
- 27 g. Whether Defendant failed to pay all wages due upon separation.

1 39. **Typicality:** Plaintiff's claims are typical of the claims of all members of the Class
2 because Defendant applied and continues to apply its illegal classification and pay practices to all
3 workers.

4 40. **Superiority:** A class action is superior to other available means for the fair and
5 efficient adjudication of this controversy. Individual joinder of all members of the Class is not
6 practicable, and questions of law and fact common to the Class predominate over questions affecting
7 only individual Class Members.

8 **CAUSES OF ACTION**

9 **FIRST CAUSE OF ACTION**
10 **Failure to Pay Minimum Wages**
 (Lab. Code §§ 1194, 1197)

11 41. Plaintiff incorporates by reference every allegation contained above.

12 42. Defendant failed to pay Plaintiff and Class Members at least minimum wage for all
13 hours worked, including nonproductive time spent waiting for assignments, traveling, or remaining
14 on-call.

15 43. Defendant's conduct violates Labor Code sections 1194 and 1197 and 226.2.

16 44. As a proximate result of Defendant's unlawful conduct, Plaintiff and the Class
17 sustained damages and are entitled to recover unpaid minimum, regular, and overtime wages, non-
18 productive time pay, reporting time pay, waiting time pay, on-call pay, liquidated damages,
19 applicable penalties, attorneys' fees, and costs.

20 **SECOND CAUSE OF ACTION**
21 **Failure to Pay Overtime Wages**
 (Lab. Code § 510)

22 45. Plaintiff incorporates by reference every allegation contained above.

23 46. Defendant failed to pay overtime wages to Plaintiff and Class Members for hours
24 worked in excess of eight per day or forty per week.

25 47. Defendant's conduct violates Labor Code section 510 and applicable Wage Orders.

26 48. As a direct and proximate result, Plaintiff and Class Members have suffered damages
27 in amounts to be proven at trial.

49. Defendant is liable to Plaintiff and the Class for unpaid overtime, interest, reasonable attorneys' fees and costs, and any related statutory penalties.

THIRD CAUSE OF ACTION

Failure to Provide Meal and Rest Breaks and Separate Rest Break Compensation (Lab. Code §§ 226.7, 512, 226.2)

50. Plaintiff incorporates by reference every allegation contained above.

51. Defendant failed to provide Plaintiff and Class Members with compliant meal and rest breaks as required by law.

52. Defendant failed to provide separate compensation for rest breaks to piece-rate workers as required by Labor Code section 226.2.

53. Defendant failed to pay premium wages for missed meal and rest breaks.

54. As a direct and proximate result, Plaintiff and Class Members have suffered damages in amounts to be proven at trial.

55. As a proximate result of Defendant's unlawful conduct, Plaintiff and the Class sustained damages and are entitled to recover unpaid wages, liquidated damages, interest, applicable penalties, attorneys' fees, and costs.

FOURTH CAUSE OF ACTION

Failure to Reimburse Business Expenses (Lab. Code § 2802)

56. Plaintiff incorporates by reference every allegation contained above.

57. Defendant required Plaintiff and Class Members to incur necessary business expenses, including but not limited to vehicle expenses, fuel, maintenance, insurance, and phone/data usage.

58. Defendant failed to reimburse these expenses as required by Labor Code section 2802.

59. Plaintiff and the Class are entitled to recover their damages, penalties, interest, costs, and attorneys' fees based on Defendant's violations.

FIFTH CAUSE OF ACTION

Failure to Provide Accurate Wage Statements (Lab. Code § 226)

60. Plaintiff incorporates by reference every allegation contained above.

61. Defendant failed to provide Plaintiff and Class Members with accurate, itemized wage statements reflecting all hours worked, pay rates, gross and net wages, and reimbursements.

62. Defendant's conduct violates Labor Code section 226.

63. As a direct and proximate result, Plaintiff and Class Members have suffered damages in amounts to be proven at trial.

64. Defendant's violations of section 226 and applicable Wage Orders are ongoing and will continue until and unless this Court enters an injunction barring such violations. Therefore, Plaintiff seeks damages and injunctive relief pursuant to Labor Code, section 226, subsections (e) and (g), along with penalties for past violations, including attorneys' fees and costs incurred.

SIXTH CAUSE OF ACTION

Waiting Time Penalties (Lab. Code §§ 201-203)

65. Plaintiff incorporates by reference every allegation contained above.

66. Defendant willfully failed to pay all wages due to Plaintiff and Class Members upon separation of employment.

67. Defendant's conduct violates Labor Code sections 201-203.

68. As a direct and proximate result, Plaintiff and Class Members are entitled to waiting time penalties and other relief as provided by law.

69. Plaintiff and the Class Members are entitled to recover waiting time penalties and unpaid wages, as well as interest, applicable penalties, attorneys' fees, and costs.

SEVENTH CAUSE OF ACTION

Unfair Business Practices (Bus. & Prof. Code § 17200 et seq.)

70. Plaintiff incorporates by reference every allegation contained above.

71. Defendant engaged in unlawful, unfair, and fraudulent business practices by misclassifying Lookers, failing to pay all wages owed, failing to reimburse expenses, and failing to comply with California labor laws.

72. Plaintiff and Class Members have lost money or property as a result of Defendant's unfair business practices and are entitled to restitution and injunctive relief.

1 73. Pursuant to the Business and Professions Code, Plaintiff and the Class Members are
2 entitled to restitution of money or property acquired by Defendant by means of such unlawful
3 business practices, in amounts not yet known, but to be ascertained at trial.

4 74. Pursuant to the Business and Professions Code, the Class and the public are also
5 entitled to injunctive relief against Defendant's ongoing continuation of such unlawful business
6 practices, including public injunctive relief. Plaintiff seeks such public injunctive relief here
7 prohibiting Defendant from continuing its illegal practice of misclassifying Workers, including
8 Plaintiff and the Class, and denying them of important wage laws.

9 75. If Defendant is not enjoined from engaging in the unlawful business practices
10 described above, Plaintiff, Class Members, and the public will be irreparably injured. The exact
11 extent, nature, and amount of such injury is difficult to ascertain now.

12 76. The Class, including Plaintiff, have no plain, speedy, and adequate remedy at law.

13 77. Defendant will continue to engage in the unlawful business practices described above
14 in violation of the Business and Professions Code, in derogation of the rights of Plaintiff, the Class,
15 and of the public, if not enjoined by this Court.

16 78. The success of Plaintiff in this action will result in the enforcement of important rights
17 affecting the public interest by conferring a significant benefit upon the public.

18 79. Private enforcement of these rights is necessary as no public agency has pursued
19 enforcement. There is a financial burden incurred in pursuing this action, and it would be against the
20 interests of justice to require the payment of attorneys' fees from any recovery in this action. Plaintiff
21 is therefore entitled to an award of attorneys' fees and costs of suit under the "common fund,"
22 "substantial benefit," and other important doctrines.

23 80. The success of Plaintiff in this action will result in the enforcement of important rights
24 affecting the public interest by conferring a significant benefit upon the public.

25 **EIGHTH CAUSE OF ACTION**
26 **Violation of PAGA; Enforcement of PAGA**
 (Lab. Code §§ 2698, et seq.)

27 81. Plaintiff incorporates by reference every allegation contained above.
28

1 82. PAGA permits aggrieved employees, like Plaintiff, to recover civil penalties for
2 violations of numerous Labor Code sections. Lab. Code § 2699.5. Plaintiff seeks to recover
3 representative PAGA penalties stemming from Defendant's Labor Code violations occurring to
4 others (i.e., non-individual PAGA penalties) as enumerated above and below occurring during the
5 relevant PAGA period (one year prior to their PAGA letter to the LWDA plus any applicable tolling).
6 By misclassifying Lookers (or similarly titled individuals) as independent contractors over this
7 period, Defendant willfully misclassified them and failed to comply with various Labor Code
8 provisions.

9 83. Defendant's conduct, as alleged above, violates numerous sections of the California
10 Labor Code, including, but not limited to, the following:

- 11 a. Labor Code sections 201, 202, 203, 204, 210, 216, 225.5, and 223 for failure
12 to timely pay Plaintiff and other aggrieved employees all earned wages;
- 13 b. Labor Code sections 223, 1194, 1194.2, 1197, 1197.1, and 1199 for failure to
14 pay Plaintiff and other aggrieved employees all mandatory minimum wages;
- 15 c. Labor Code sections 510, 558, and 1198, for failure to compensate Plaintiff
16 and other aggrieved employees with all required overtime pay;
- 17 d. Labor Code sections 226 and 226.3, for failure to provide accurate wage
18 statements to Plaintiff and other aggrieved employees;
- 19 e. Labor Code sections 226.2, 226.7, 512, and 558 for failure to provide meal
20 periods and rest periods to Plaintiff and other aggrieved employees;
- 21 f. Labor Code section 226.8, for willful misclassification of Plaintiff and other
22 aggrieved employees;
- 23 g. Labor Code section 432.5, for requiring Plaintiff and other aggrieved
24 employees to agree to terms in writing known to be prohibited by law,
25 including the agreement between Plaintiff and other aggrieved employees and
26 Defendant that allows failure to reimburse Plaintiff and other aggrieved
27 employees for business expenses reasonably incurred;

28 ///

- h. Labor Code section 1174, for failure to maintain accurate employment records related to Plaintiff and other aggrieved employees' work;
- i. Labor Code section 1194.5, for Defendant's violations as described herein;
- j. Labor Code section 1198, for Defendant's employment of Plaintiff and other aggrieved employees for longer than the maximum hours and violative of the standard conditions of labor fixed by the Industrial Welfare Commission;
- k. Labor Code sections 221-223, for Defendant's unlawful deductions from the wages of Plaintiff and other aggrieved employees' and
- l. Labor Code section 2802, for failure to reimburse employees for business expenses reasonably incurred.

84. Plaintiff has complied with all administrative requirements and pre-conditions contained with California Labor Code Section 2699.3. Plaintiff notified the California Labor Workforce Development Agency ("LWDA") on February 28, 2025 and waited the prescribed period. Plaintiff has not received any response from the LWDA.

85. Pursuant to PAGA and California Labor Code sections 2699, 2699.3, and 2699.5, Plaintiff is entitled to and hereby seeks civil penalties against Defendant, in addition to reasonable attorney fees and costs, on behalf of themselves and all others similarly-aggrieved current and former employees for violations of the Labor Code sections referred to in this Complaint.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of all others similarly situated, prays for judgment against Defendant as follows:

1. Certification of this action as a class action;
2. Appointment of Plaintiff as Class Representative and her counsel as Class Counsel;
3. Unpaid wages, including minimum and overtime wages;
4. Premium pay for missed meal and rest breaks and unpaid rest break compensation;
5. Reimbursement of business expenses;
6. Statutory penalties for wage statement violations and waiting time penalties;
7. Restitution and injunctive relief under the UCL;

- 1 8. Pre- and post-judgment interest;
2 9. Attorneys' fees and costs;
3 10. Any other relief the Court deems just and proper.

4 **DEMAND FOR JURY TRIAL**

5 Plaintiff demands a trial by jury on all issues so triable

6 Respectfully submitted,

7 Dated: July 1, 2025

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9 By:



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