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County of Alameda
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

EDDIE HALL, on behalf of himself, and all
aggrieved employees,

Plaintiff,

v.

GOLDEN STATE MANAGEMENT GROUP,
INC. d/b/a BUDGET FRIENDLY
TRANSPORTATION, and DOES 1 through
50, inclusive,

Defendants.

) Case No: **25CV143889**

)

) REPRESENTATIVE ACTION

)

) **REPRESENTATIVE ACTION**

)

) **COMPLAINT FOR:**

)

) **1. VIOLATIONS OF THE LABOR CODE;**

)

) **2. PENALTIES; and**

)

) **3. ATTORNEYS' FEES.**

)

)

)

Plaintiff Eddie Hall, on behalf of himself and all aggrieved employees, complains against Defendants GOLDEN STATE MANAGEMENT GROUP, INC. d/b/a BUDGET FRIENDLY TRANSPORTATION, and Does 1 through 50 (all referred to collectively as “Defendants” or “GSM”) as follows:

I. JURISDICTION AND VENUE

1. This Court has subject matter jurisdiction over Plaintiff’s claims, based on, among other statutes, California Labor Code §§ 201-203, 204, 226(a), 226.2, 226.3, 226.7, 226.8, 432.5, 510, 512, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2802. Plaintiff has complied with all California Labor Code § 2699.3 requirements for commencing a civil action under the California Private Attorneys General Act of 2004, California Labor Code §§ 2698, *et seq.* (“PAGA”).

2. Plaintiff is not suing in his individual capacity. Plaintiff is proceeding herein solely under PAGA in a representative capacity on behalf of the State of California for all aggrieved employees, including himself and other aggrieved employees.

3. This Court has personal jurisdiction over the parties because, at all relevant times, Plaintiff was a California resident who worked in California for Defendants and Defendants systematically and continuously have conducted business in the State of California.

4. Venue is proper in this Court under California Code of Civil Procedure § 395.5 because (a) Plaintiff performed part of his duties in Alameda County, (b) part of the of the obligations of the parties arises in Alameda County, (c) part of Defendants’ liability arises in Alameda County, and (d) breaches by Defendants occurred in connection with work performed partly in Alameda County.

II. PARTIES AND BACKGROUND

5. Plaintiff EDDIE HALL worked for GSM as a purported independent contractor driver from approximately May 2023 through April 25, 2025 throughout numerous counties in northern California.

6. Defendant GOLDEN STATE MANAGEMENT GROUP, INC. d/b/a BUDGET FRIENDLY TRANSPORTATION is a California corporation doing business throughout California and is a “person” as defined by California Labor Code § 18 and California Business

1 and Professions Code § 17201. In addition, it is an “employer” as that term is used in the
2 California Labor Code and in the California Industrial Welfare Commission’s Orders regulating
3 wages, hours, and working conditions.

4 7. Plaintiff is ignorant of the true names and capacities of Defendants sued as Does 1
5 through 50, inclusive, and therefore sues those Defendants by those fictitious names. Plaintiff will
6 amend this Complaint to allege their true names and capacities when ascertained. Plaintiff is
7 informed and believes and, on that ground, alleges that each of the fictitiously-named Defendants
8 is responsible in some manner for the occurrences alleged and that Plaintiff’s damages and other
9 losses as alleged are proximately caused by those occurrences.

10 8. On behalf of the State of California and all aggrieved employees who worked as
11 purported independent contractor drivers in California to challenge Defendants’ (a) policy and
12 practice of misclassifying drivers as “independent contractors,” (b) policy and practice of failing
13 to pay any wages whatsoever, including the minimum wage, to drivers, for all hours worked; (c)
14 policy and practice of violating California Labor Code § 510 and the applicable IWC Wage
15 Order by failing to pay overtime wages to employees who worked more than eight hours in a day
16 or 40 hours in a week; (d) policy and practice of violating California Labor Code §§ 226.7, 512
17 and the applicable IWC Wage Order by failing to provide meal periods to drivers; (e) policy and
18 practice of violating California Labor Code § 226.7 and the applicable IWC Wage Order by
19 failing to authorize and permit paid rest periods to drivers; (f) policy and practice of violating
20 California Labor Code § 226 by failing to provide drivers complete and accurate itemized wage
21 statements; (g) policy and practice of violating California Labor Code §§ 201-203 by failing to
22 pay former drivers all wages due and owing at the time of discharge or voluntary quit, and (h)
23 policy and practice of violating California Labor Code § 2802 and the applicable IWC Wage
24 Order failing to reimburse drivers for all necessary expenditures and losses incurred at the
25 direction of Defendants.

26 **III. FACTUAL ALLEGATIONS**

27 9. This is a representative action under Labor Code §§ 2698, *et seq.*, seeking relief
28 from Defendant’s affirmative decision to misclassify GSM’s drivers as “independent

1 contractors.” By misclassifying drivers as independent contractors, Defendants have sought to
2 increase their profits while avoiding various duties and obligations owed to employees under the
3 Labor Code and the applicable Industrial Welfare Commission (“IWC”) Wage Order. Plaintiff
4 seeks PAGA penalties interest, attorneys’ fees, costs, and other sums for violations of the Labor
5 Code.

6 10. GSM is a car service that provides non-emergency medical transportation services
7 throughout California. It utilizes purported independent contractor drivers to provide the
8 transportation services.

9 11. At all relevant times to this action, Plaintiff performed work for GSM as a
10 purported independent contractor driver. Plaintiff typically worked days a week, eight hours a
11 day, or more. Plaintiff also worked certain days and weeks with longer hours, resulting in him
12 working over eight hours day or 40 hours in a week.

13 12. **The Protect App-Based Drivers and Services Act:** In November 2020,
14 California voters approved Proposition 22, the Protect App-Based Drivers and Services Act, Bus.
15 & Prof. Code §§ 7448, et seq. (the “Act”). The Act created a new statutory scheme regarding
16 whether rideshare drivers and delivery drivers, referred to as “App-Based Drivers” are properly
17 classified as independent contractors or employees by a “network company.”

18 13. The Act adopted specific requirements for App-Based Drivers to qualify as
19 independent contractors. To qualify as an independent contractor, Bus. & Prof. Code § 7451¹
20 sets forth multiple requirements:

21 a. **(a)** The network company does not unilaterally prescribe specific dates, times of
22 day, or a minimum number of hours during which the app-based driver must be
23 logged into the network company’s online-enabled application or platform.

24 b. **(b)** The network company does not require the app-based driver to accept any

25 _____
26 ¹ While Bus. & Prof. Code §§ 7453-7467 set forth numerous requirements for network companies
27 and their relationship with App-Based Drivers, § 7452.5 holds that these sections have no effect
28 on the independent contractor relationship when the conditions set forth in § 7451 are satisfied.
Thus, § 7451 is the test regarding whether an App-Based Driver is properly classified as an
independent contractor or employee under the act.

specific rideshare service or delivery service request as a condition of maintaining access to the network company's online-enabled application or platform.

c. **(c)** The network company does not restrict the app-based driver from performing rideshare services or delivery services through other network companies except during engaged time.

d. **(d)** The network company does not restrict the app-based driver from working in any other lawful occupation or business.

14. GSM did not grant Plaintiff and other aggrieved employees the independence required by §§ 7448(a) and (b). Section 7448(a) is not met as GSM set Plaintiff's and other aggrieved employees' schedules the prior day and there is no decline button in the app. Thus, GSM unilaterally prescribed the specific dates, times of day, and minimum hours that Plaintiff and other aggrieved employees were logged into the company's online application in violation of § 7448(a). Section 7448(b) also is not met as GSM required Plaintiff and other aggrieved employees to accept the assigned schedule. As such, GSM misclassified Plaintiff and other aggrieved employees as independent contractors when they should have been employees.

15. **Claims:** GSM violated Labor Code § 226.8 by willfully misclassifying Plaintiff and other aggrieved employees as independent contractors in the face of overwhelming evidence that its classification was improper. GSM violates Labor Code §§ 226.2, 226.7, 510, 1194, 1194.2, 1197, 1197.1, 1198 and 1199, and the applicable IWC Wage Order, by failing to pay Plaintiff and other aggrieved employees the applicable minimum wage and overtime pay for all hours worked.

16. GSM violated Labor Code §§ 510, 1197, 1197.1, 1198 and 1199(b) and (c), and the applicable IWC Wage Order by failing to pay Plaintiff and other aggrieved employees the applicable minimum wage and overtime pay for all hours worked. GSM paid Plaintiff and other aggrieved employees a percentage of the fair. In the case of Plaintiff believes he often was paid beneath the minimum wage based on his hours worked compared to his earnings received. GSM did not pay Plaintiff and other aggrieved employees for time spent driving to pick up the next customer after the prior customer was dropped off. GSM also did not pay for time spent driving

1 to pick up the first customer of the day or time spent driving home after the last fare of the day,
2 even though such drive time could be up to two hours or more away from the applicable
3 residence of Plaintiff or other aggrieved employees. Such drive time should not be considered a
4 commute. GSM also did not pay Plaintiff and other aggrieved employees overtime pay for
5 applicable hours worked over eight in a day or 40 in a week.

6 17. GSM violated Labor Code §§ 226.7, 512, 1198 and 1199 and the applicable IWC
7 Wage Order by failing to provide Plaintiff and other aggrieved employees with their required
8 meal periods. Employers are required to provide employees with a first meal period of not less
9 than 30 minutes before they have worked more than five hours in a day, and a second meal
10 period of not less than 30 minutes before they have worked more than 10 hours in a day. If an
11 employee's shift is shorter than 12 hours, the second meal period is not waivable if the first meal
12 period was waived. Moreover, a second meal period is not waivable on shifts longer than 12
13 hours.

14 18. Due to GSM's misclassification of Plaintiff and other aggrieved employees as
15 independent contractors, GSM had no policy to provide meal periods. As such, Plaintiff and
16 other aggrieved employees did not take them. Further, the schedule set by GSM did not allow
17 time for Plaintiff and other aggrieved employees to take meal periods. It was not possible to take
18 meal periods as they could not stop in the middle of a fair to take a meal period. They also could
19 not take meal periods in between fares because they had to drive to pick up the next customer
20 and could not be late. GSM never paid premium pay to Plaintiff and other aggrieved employees
21 for missed meal periods mandated by Labor Code § 226.7.

22 19. GSM also violated Labor Code §§ 226.2, 226.7, 1198 and 1199 and the applicable
23 IWC Wage Order by failing to properly authorize and provide rest breaks. Labor Code § 226.7
24 and the applicable IWC Wage require employers to authorize and permit a paid rest period of at
25 least 10 minutes for every four hours of work performed or major fraction thereof. Defendants
26 implemented a policy and practice of intentionally and improperly designating Plaintiff and other
27 aggrieved employees as independent contractors in order to avoid permitting and authorizing
28 paid rest breaks and/or paying rest break premiums for such paid rest breaks not provided, in

violation of the Labor Code and applicable IWC Wage Order.

20. Additionally, if it is determined that GSM paid Plaintiff and other aggrieved es on a piece rate basis, then they should be paid as a separate line item. Rest breaks are paid time and pursuant to Labor Code §§ 226.2 and 226.7, they should be paid separately for workers paid on a piece rate basis. Defendants never did so, in violation of these sections.

21. Labor Code § 226 provides that every employer is required, “semimonthly or at the time of each payment of wages,” to provide each employee an itemized wage statement, including, *inter alia*, the total hours worked by the employee (except for salaried employees), and “all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.” Lab. Code § 226(a). Defendants did not provide wage statements at all in violation of Lab. Code §§ 226(a) and 226.3.

22. Defendants implemented a policy and practice of violating California Labor Code §§ 201- 203 by failing to pay Plaintiff and other aggrieved employees all wages due and owing at the time of discharge or voluntary quit. Defendants also violated Labor Code § 204 by failing to pay Plaintiff and other aggrieved employees within the time frames required by that section.

23. Defendants implemented a policy and practice of failing to reimburse Plaintiff and other aggrieved employees for necessary expenditures and losses as required by Labor Code § 2802 and the applicable Wage Order. GSM required Plaintiff and other aggrieved employees to have cellular telephones and related service. GSM did not reimburse Plaintiff and other aggrieved employees for the expenditures or losses incurred in connection with their purchases of and payments for those items and services. GSM also required Plaintiff and other aggrieved employees to pay for a percentage of the cost of gas. In fact, GSM required Plaintiff to pay for half the price of gas with no reimbursement at all.

IV. REPRESENTATIVE ACTION ALLEGATIONS

24. Plaintiff seeks to represent all aggrieved employees within the meaning of Labor Code §§ 2698, *et seq.* who, within the applicable limitations period, up to the present and until compliance with the law, performed work in California.

25. On behalf of all aggrieved employees, Plaintiff seeks all PAGA penalties under

Labor Code §§ 226.3 and 2699(f), as applicable, for each violation of Labor Code, including:

- (a) §§ 226.7, 1194, 1194.2, 1197, 1197.1, 1198 and 1999 and the applicable IWC Wage Order (failure to pay minimum wages and overtime);
- (b) §§ 226.7, 512, 1198 and 1199 and the applicable IWC Wage Order (failure to provide meal periods);
- (c) §§ 226.2, 226.7, 1198 and 1199 and the applicable IWC Wage Order (failure to provide rest breaks);
- (d) §§ 226(a) and 226.3 (failure to provide itemized wage statements);
- (e) §§ 201-203 (failure to pay wages upon termination);
- (f) § 204 (failure to pay wages in a timely manner);
- (g) § 2802 (failure to reimburse business expenses);
- (h) § 226.8 (willful misclassification of employees as independent contractors); and
- (i) § 432.5 (requiring employees to agree to unlawful terms and conditions).

26. The State of California has an enforcement interest in the questions of law and fact affecting the aggrieved employees whom Plaintiff seeks to represent. The aggrieved employees' claims against Defendants involve questions of common or general interest, including but not limited to whether Defendants: (1) violated the Labor Code and the applicable IWC Wage Order by failing to pay any wages, including minimum wages and overtime, to aggrieved employees workers for various hours worked, including wages compensable pre- and post-shift activities; (2) violated the Labor Code and the applicable IWC Wage Order by failing to provide aggrieved employees to take all of their required meal periods and failing to pay the required missed-meal-period premium for each paid meal period not allowed or permitted; (3) violated the Labor Code and the applicable IWC Wage Order by failing to authorize and permit aggrieved employees to take all of their required paid rest breaks and failing to pay the required missed-rest-break premium for each paid rest break not allowed or permitted; (4) violated Labor Code §§ 226 and 226.3 by failing to provide aggrieved employees with accurate and itemized wage statements; (5) violated Labor Code §§ 201-203 by failing to pay departing aggrieved

employees all wages due at the time of discharge or voluntary quit; (6) violated Labor Code § 204 by failing to pay aggrieved employees their wages in a timely manner as required by that section; and (7) violated Labor Code § 2802 by failing to reimburse aggrieved employees for all necessary expenditures and losses incurred in the direct consequence of the discharge of their duties.

27. Plaintiff's claims are typical of the claims of the aggrieved employees whom Plaintiff seeks to represent on a representative basis and his interests are consistent with, and not antagonistic to, those of the other aggrieved employees. Plaintiff will fairly and adequately represent the interests of the aggrieved employees whom he seeks to represent because Plaintiff is also an aggrieved employee and his claims are typical of those of the aggrieved employees. Plaintiff has retained attorneys who are experienced in the prosecution of representative actions and Plaintiff intends to prosecute this action vigorously.

28. Common questions of law and fact exist as to all aggrieved employees that predominate over any other questions affecting only individual aggrieved employees.

29. Plaintiff requests permission to amend the Complaint to include additional representatives if Plaintiff is deemed not to be an adequate representative of the aggrieved employees.

V. FIRST CAUSE OF ACTION

(UNPAID WAGES, OVERTIME PAY AND MINIMUM WAGES – LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)

30. Plaintiff repeats and realleges each paragraph above as though fully set forth herein.

31. California Labor Code § 2699(f) permits "aggrieved employees" to recover certain penalties on their own behalf and on behalf of other current and former employees.

32. Plaintiff is an "aggrieved employee" as that term is defined in the Labor Code Private Attorneys General Act of 2004 because he is a person who was employed by the alleged violators and against whom one or more of the alleged violations were committed.

33. Plaintiff has met all the Labor Code § 2699.3 requirements to commence a civil

1 action against Defendants for violations of Labor Code §§ 510, 1194, 1194.2, 1197, 1197.1,
2 1198 and 1199 as well as the applicable IWC Wage Order.

3 34. By the actions alleged in this complaint, Defendants failed to pay Plaintiff and
4 other aggrieved employees any wages, including minimum wages and overtime pay, for certain
5 hours worked, all in violation of Labor Code §§ 510, 1194, 1194.2, 1197, 1197.1, 1198 and 1199
6 as well as the applicable IWC Wage Order.

7 35. Therefore, Plaintiff, on behalf of and all current and former aggrieved employees,
8 demands the penalties provided by Labor Code § 2699(f) for violations of Labor Code §§ 510,
9 1194, 1194.2, 1197, 1197.1, 1198 and 1199 as well as the applicable IWC Wage Order.

10 36. Plaintiff further seeks reasonable attorneys' fees and costs under Labor Code §
11 2699(g)(1).

12 Wherefore, Plaintiff prays for relief as set forth below.

13 **VI. SECOND CAUSE OF ACTION**

14 **(FAILURE TO PROVIDE MEAL PERIODS –**

15 **LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)**

16 37. Plaintiff repeats and realleges each paragraph above as though fully set forth
17 herein.

18 38. California Labor Code § 2699(f) permits "aggrieved employees" to recover
19 certain penalties on their own behalf and on behalf of other current and former employees.

20 39. Plaintiff is an "aggrieved employee" as that term is defined in the Labor Code
21 Private Attorneys General Act of 2004 because he is a person who was employed by the alleged
22 violators and against whom one or more of the alleged violations was committed.

23 40. Plaintiff has met all of the Labor Code § 2699.3 requirements to commence a civil
24 action against Defendants for violations of Labor Code §§ 226.7, 512, 1198 and 1199 and the
25 applicable IWC Wage Order.

26 41. By the actions alleged herein, Defendants failed to provide Plaintiff and other
27 aggrieved employees their required meal periods in violation of Labor Code §§ 226.7, 512, 1198
28 and 1199 and the applicable IWC Wage Order.

42. Therefore, Plaintiff and all current and former aggrieved employees demand the penalties provided by Labor Code § 2699(f) for violations of Labor Code §§ 226.7, 512, 1198 and 1199 and the applicable IWC Wage Order.

43. Plaintiff further seeks reasonable attorneys' fees and costs under Labor Code § 2699(g)(1).

VII. THIRD CAUSE OF ACTION

(FAILURE TO AUTHORIZE AND PERMIT REST PERIODS –

LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)

44. Plaintiff repeats and realleges each paragraph above as though fully set forth herein.

45. California Labor Code § 2699(f) permits "aggrieved employees" to recover certain penalties on their own behalf and on behalf of other current and former employees.

46. Plaintiff is an "aggrieved employee" as that term is defined in the Labor Code Private Attorneys General Act of 2004 because he is a person who was employed by the alleged violators and against whom one or more of the alleged violations was committed.

47. Plaintiff has met all the Labor Code § 2699.3 requirements to commence a civil action against Defendants for violations of Labor Code §§ 226.2, 226.7, 1198 and 1199 the applicable IWC Wage Order.

48. By the actions alleged herein, Defendants failed to authorize and permit aggrieved employees to take their required rest periods in violation of Labor Code §§ 226.2, 226.7, 1198 and 1199 and the applicable IWC Wage Order.

49. Therefore, Plaintiff, on behalf of and all current and former aggrieved employees, demands the penalties provided by Labor Code § 2699(f) for violations of Labor Code §§ 226.2, 226.7, 1198 and 1199 and the applicable IWC Wage Order.

50. Plaintiff further seeks reasonable attorneys' fees and costs under Labor Code § 2699(g)(1).

Wherefore, Plaintiff prays for relief as set forth below.

VIII. FOURTH CAUSE OF ACTION

**(FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS –
LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)**

51. Plaintiff repeats and realleges each paragraph above as though fully set forth herein.

52. California Labor Code § 2699(f) permits “aggrieved employees” to recover certain penalties on their own behalf and on behalf of other current and former employees.

53. Plaintiff is an “aggrieved employee” as that term is defined in the Labor Code Private Attorneys General Act of 2004 because he is a person who was employed by the alleged violators and against whom one or more of the alleged violations was committed.

54. Plaintiff has met all the Labor Code § 2699.3 requirements to commence a civil action against Defendants for violations of Labor Code §§ 226(a) and 226.3.

55. By the actions alleged herein, Defendants have failed to comply with Labor Code § 226(a) as it relates to Plaintiff and the other aggrieved employees. As alleged above, GSM employs a policy and practice of failing to provide complete and accurate itemized wage statements to Plaintiff and other aggrieved employees as required by Labor Code § 226(a). In fact, Defendants did not provide any wage statements at all.

56. Therefore, Plaintiff, on behalf of and all current and former aggrieved employees, demands the Labor Code § 226.3 penalties provided for violations of Labor Code § 226(a). (If Labor Code § 226.3 is found not to apply to Defendants’ violations of Labor Code § 226(a), Plaintiff alternatively will seek Labor Code § 2699(f) penalties.)

57. Plaintiff further seeks reasonable attorneys’ fees and costs under Labor Code § 2699(g)(1).

Wherefore, Plaintiff prays for relief as set forth below.

IX. FIFTH CAUSE OF ACTION

**(LABOR CODE § 204 –
LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)**

58. Plaintiff repeats and realleges each paragraph above as though fully set forth

herein.

59. California Labor Code § 2699(f) permits “aggrieved employees” to recover certain penalties on their own behalf and on behalf of other current and former employees.

60. Plaintiff is an “aggrieved employee” as that term is defined in the Labor Code Private Attorneys General Act of 2004 because he is a person who was employed by the alleged violators and against whom one or more of the alleged violations was committed.

61. Plaintiff has met all the Labor Code § 2699.3 requirements to commence a civil action against Defendants for violations of Labor Code § 204.

62. By the actions alleged herein, Defendants have failed to comply with Labor Code § 204 as it relates to Plaintiff and the other aggrieved employees.

63. Therefore, Plaintiff, on behalf of and all current and former aggrieved employees, demands the penalties provided by Labor Code § 2699(f) for violations of Labor Code § 204.

64. Plaintiff further seeks reasonable attorneys’ fees and costs under Labor Code § 2699(g)(1).

X. SIXTH CAUSE OF ACTION

(LABOR CODE §§ 201-203 –

LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)

65. Plaintiff repeats and realleges each paragraph above as though fully set forth herein.

66. California Labor Code § 2699(f) permits “aggrieved employees” to recover certain penalties on their own behalf and on behalf of other current and former employees.

67. Plaintiff is an “aggrieved employee” as that term is defined in the Labor Code Private Attorneys General Act of 2004 because he is a person who was employed by the alleged violators and against whom one or more of the alleged violations was committed.

68. Plaintiff has met all the Labor Code § 2699.3 requirements to commence a civil action against Defendants for violations of Labor Code §§ 201-203.

69. By the actions alleged herein, Defendants failed to comply with Labor Code §§ 201-203 as they relate to Plaintiff and the other aggrieved employees.

70. Therefore, Plaintiff, on behalf of and all current and former aggrieved employees, demands the penalties provided by Labor Code § 2699(f) for violations of Labor Code §§ 201-203.

71. Plaintiff further seeks reasonable attorneys' fees and costs under Labor Code § 2699(g)(1).

Wherefore, Plaintiff prays for relief as set forth below.

XI. SEVENTH CAUSE OF ACTION

(LABOR CODE § 2802 –

LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)

72. Plaintiff repeats and realleges each paragraph above as though fully set forth herein.

73. Labor Code § 2699(f) permits "aggrieved employees" to recover certain penalties on their own behalf and on behalf of other current and former employees.

74. Plaintiff is an "aggrieved employee" as that term is defined in PAGA because he is a person who was employed by the alleged violators and against whom one or more of the alleged violations was committed.

75. Plaintiff has met all the Labor Code § 2699.3 requirements to commence a civil action against Defendants for violations of Labor Code § 2802.

76. By their actions as alleged herein, Defendants have failed to comply with Labor Code § 2802 as it relates to Plaintiff and other aggrieved employees.

77. Therefore, Plaintiff, on behalf of and all current and former aggrieved employees, demands the penalties provided by Labor Code § 2699(f) for violations of Labor Code §§ 2802.

78. Plaintiff further seeks reasonable attorneys' fees and costs under Labor Code § 2699(g)(1).

Wherefore, Plaintiff prays for relief as set forth below.

XII. EIGHTH CAUSE OF ACTION

**(WILLFUL MISCLASSIFICATION OF EMPLOYEES AS INDEPENDENT
CONTRACTORS- LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)**

79. Plaintiff repeats and realleges each paragraph above as though fully set forth herein.

80. PAGA provides that, any provision of law under the Labor Code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency for violation of the Labor Code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee pursuant to the procedures outlined in Labor Code § 2699.3.

81. Plaintiff is an “aggrieved employee” as that term is defined in PAGA because he is a person who was employed by the alleged violators and against whom one or more of the alleged violations was committed.

82. Labor Code Labor Code § 226.8(a)(1) makes it unlawful for any person or employer to willfully misclassify an individual as an independent contractor. Labor Code § 226.8(a)(2) makes it unlawful for any person or employer to charge an individual who has been willfully misclassified as an independent contractor a fee, or make any deductions from their compensation, for any purpose, including for goods, materials, space rental, services, government licenses, repairs, equipment maintenance, or fines arising from the individual’s employment when any of those acts would have violated the law if the individual had not been misclassified.

83. At all relevant times, Defendants violated Labor Code § 226.8 by willfully misclassifying Plaintiff and other aggrieved employees as independent contractors.

84. Plaintiff has met all of the Labor Code § 2699.3 requirements to commence a civil action against Defendants for violations of Labor Code § 226.8.

85. Therefore, Plaintiff, for himself and all current and former aggrieved employees, demands the maximum penalties provided by Labor Code §§ 226.8(b) and (c) and 2699(f) for violations of Labor Code § 226.8.

86. Plaintiff, for all current and former aggrieved employees, requests the Court order

Defendants to place the notice required by Labor Code § 226.8(e) on GSM's websites.

87. Plaintiff further seeks reasonable attorneys' fees and costs under Labor Code § 2699(g)(1).

Wherefore, Plaintiff prays for relief as set forth below.

XIII. NINTH CAUSE OF ACTION
(REQUIRING EMPLOYEES TO AGREE TO UNLAWFUL TERMS AND CONDITIONS
– LABOR CODE PRIVATE ATTORNEYS' GENERAL ACT OF 2004)

88. Plaintiff repeats and realleges each paragraph above as though fully set forth herein.

89. California Labor Code § 2699(f) permits "aggrieved employees" to recover certain penalties on their own behalf and on behalf of other current and former employees.

90. Plaintiff is an "aggrieved employee" as that term is defined in the Labor Code Private Attorneys General Act of 2004 because he is a person who was employed by the alleged violators and against whom one or more of the alleged violations was committed.

91. Plaintiff has met all of the Labor Code § 2699.3 requirements to commence a civil action against Defendants for violations of Labor Code § 432.5.

92. By the actions alleged herein, Defendants misclassified Plaintiff and other aggrieved employees as independent contractors and Defendants have failed to comply with Labor Code § 432.5 as they relate to Plaintiff and the other aggrieved employees.

93. Therefore, Plaintiff, for himself and all current and former aggrieved employees, demands the penalties provided by Labor Code § 2699(f) for violations of Labor Code § 432.5

94. Plaintiff further seeks reasonable attorneys' fees and costs under Labor Code § 2699(g)(1).

Wherefore, Plaintiff prays for relief as set forth below.

XIV. PRAYER FOR RELIEF

Plaintiff prays for relief as follows:

- i. For civil penalties as specified by Labor Code § 2699(f) for Plaintiff and each current and former aggrieved employee for each violation of Labor Code §§ 226.7, 510, 1194,

1194.2, 1197, 1197.1, 1198 and 1199 (failure to pay wages, including minimum wages and overtime, for all hours worked) during the applicable limitations period preceding the filing of the Complaint and up to and including the present and until the date of compliance with the law;

ii. For civil penalties as specified by Labor Code § 2699(f) for Plaintiff and each current or former aggrieved employee for each violation of Labor Code §§ 226.7, 512, 1198 and 1199 (missed meal periods) during the applicable limitations period preceding the filing of the Complaint and up to and including the present and until the date of compliance with the law;

iii. For civil penalties as specified by Labor Code § 2699(f) for Plaintiff and each current or former aggrieved employee for each violation of Labor Code §§ 226.2, 226.7, 1198 and 1199 (missed rest breaks) during the applicable limitations period preceding the filing of the Complaint and up to and including the present and until the date of compliance with the law;

iv. For civil penalties as specified by Labor Code § 226.3 for Plaintiff and each current or former aggrieved employee and on behalf of the State of California for each violation of Labor Code § 226(a) (failure to provide itemized wage statements) during the applicable limitations period preceding the original filing of the Complaint. (Should Labor Code § 226.3 be found not to apply to Defendants' violations of Labor Code § 226(a), Plaintiff alternatively seeks the civil penalties specified by Labor Code § 2699(f) for Plaintiff and each current or former aggrieved employee and on behalf of the State of California for each violation of Labor Code § 226(a) (failure to provide itemized wage statements) during the applicable limitations period preceding the original filing of the Complaint.)

v. For civil penalties as specified by Labor Code § 2699(f) for Plaintiff and each current or former aggrieved employee for each violation of Labor Code § 204 (failure to pay wages in a timely manner) during the applicable limitations period preceding the filing

of the Complaint and up to and including the present and until the date of compliance with the law;

vi. For civil penalties as specified by Labor Code § 2699(f) for Plaintiff and each former aggrieved employee for each violation of Labor Code §§ 201-203 (failure to pay departing employees all wages due and owing) during the applicable limitations period preceding the filing of the Complaint and up to and including the present and until the date of compliance with the law;

vii. For civil penalties as specified by Labor Code § 2699(f) for Plaintiff and each current or former aggrieved employee for each violation of Labor Code § 2802 (unreimbursed business expenses) during the applicable limitations period preceding the filing of the Complaint and up to and including the present and until the date of compliance with the law;

viii. For civil penalties as specified by Labor Code § 2699(f) for each current and former aggrieved employee for each violation of Labor Code § 226.8 (willful misclassification of employees as independent contractors) during the applicable limitations period preceding the filing of the Complaint and up to and including the present and until the date of compliance with the law;

ix. For civil penalties as specified by Labor Code § 2699(f) for each current or former aggrieved employee for each violation of Labor Code § 432.5 (requiring employees to agree to unlawful terms and conditions) during the applicable limitations period preceding the filing of the Complaint and up to and including the present and until the date of compliance with the law;

x. For reasonable attorneys' fees and costs as allowed by law, including Labor Code § 2699(g)(1) and Code of Civil Procedure § 1021.5

xi. For all interest as required by Labor Code § 218.6 or any other applicable law; and

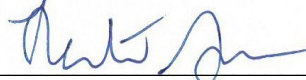
xii. For such other and further relief as the Court should deem proper.

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Dated: September 19, 2025

Respectfully submitted,

KELLER GROVER LLP

By: 

ERIC A. GROVER

ROBERT SPENCER

Attorneys for Plaintiff and the Aggrieved Employees