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September 12, 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)(9859071052701973082731)

Guillermo Figueroa individually per Lab. Code § 558.1
Tyler Smith individually per Lab. Code § 558.1
Max D. Bailey Jr. individually per Lab. Code § 558.1
247 - Delivery Services LLC
33002 Tesoro Street
Dana Point, California 92629

VIA CERTIFIED MAIL (HAND RECEIPT REQUESTED)(9859071052701973082748)

Guillermo Figueroa individually per Lab. Code § 558.1
Tyler Smith individually per Lab. Code § 558.1
Max D. Bailey Jr. individually per Lab. Code § 558.1
247 - Delivery Services LLC
24632 San Juan Avenue, Suite # 220
Dana Point, California 92629

VIA CERTIFIED MAIL (HAND RECEIPT REQUESTED)(9859071052701973082755)

President/CEO
MB II Investments LLC
548 Market Street, Suite #281553
San Francisco, California 94104

VIA CERTIFIED MAIL (HAND RECEIPT REQUESTED)(9859071052701973082762)

Max D Bailey Jr.
Registered Agent and individually per Lab. Code § 558.1
MB II Investments LLC
26 Rustic Court
Oakley, California 94561

VIA CERTIFIED MAIL (HAND RECEIPT REQUESTED)(9859071052701674164361)

President/CEO
Velasco Holdings LLC
555 Webster Street
Monterey, California 93940

VIA CERTIFIED MAIL (HAND RECEIPT REQUESTED)(9859071052701674164378)

Steve Blessing
Registered Agent and individually per Lab. Code § 558.1
Velasco Holdings LLC
798 Lighthouse Avenue, Suite #227
Monterey, California 93940

VIA CERTIFIED MAIL (HAND RECEIPT REQUESTED)(9859071052701674164385)

Myriam C. Gonzalez, P.A.
Registered Agent and individually per Lab. Code § 558.1
Admiura Inc.
999 Ponce de Leon Blvd., Ste 935
Coral Gables, Florida 33134

VIA CERTIFIED MAIL (HAND RECEIPT REQUESTED)(9859071052701674164392)

President/CEO
Big Horse Ventures LLC
33002 Tesoro Street
Dana Point, California 92629

VIA CERTIFIED MAIL (HAND RECEIPT REQUESTED)(9859071052701674147869)

President/CEO
Workmarket, Inc.
530 7th Avenue
New York, New York 10018

VIA CERTIFIED MAIL (HAND RECEIPT REQUESTED)(9859071052701674147876)

President/CEO
Automatic Data Processing, Inc.
One ADP Blvd., MS 433
Roseland, New Jersey 07068

Re: *Hernandez, et al. v. 247 - Delivery Services LLC, et al.*

Dear Sir or Madam:

This office represents **William S. Hernandez** and similarly aggrieved employees. Accordingly, we are informing you of our representation and ask that all further communication regarding this matter be directed to our attention at the address located on this letterhead and that no contact be made directly with our client. This letter is sent pursuant to the provisions of California Labor Code § 2699, *et seq.*

I. FACTS & NATURE OF THE DISPUTE.

This is a representative action seeking penalties for Defendants' violations of various California Labor Code provisions. The details of our client's claims are discussed in the enclosed draft Complaint, which allegations are incorporated by reference as though set forth herein.

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

The details of our client's Labor Code § 2699 claims are discussed in the enclosed draft Complaint, 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, and 2810, 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 we 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." Labor Code § 226.8 further punishes persons who knowingly facilitate misclassification. This statute prohibits not only misclassifying workers but also "engaging in a pattern or practice of knowingly advising or facilitating" such misclassification.

Plaintiffs allege that Defendant 247 - Delivery Services LLC is and during all times relevant was a "labor contractor" and that the DOE Defendants (other than 247 - Delivery Services LLC) in the enclosed draft complaint and the abovenamed Defendants 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

Enclosure

Cc: Zach Schumacher, Esquire (via e-mail)
William S. Hernandez (via e-mail)

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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO-CENTRAL DIVISION

WILLIAM S. HERNANDEZ, an
individual, on behalf of the State of
California as its designated proxy under
the Private Attorneys General Act
(PAGA) and on behalf of Aggrieved
Employees,

Plaintiffs,

vs.

247 - DELIVERY SERVICES LLC, a
California limited liability company;
GUILLERMO FIGUEROA, an
individual; TYLER SMITH, an
individual; MAX D. BAILEY JR., an
individual; MB II INVESTMENTS
LLC, a California limited liability
company; VELASCO HOLDINGS LLC,
a California limited liability company;
ADMIURA INC., a Florida corporation;
BIG HORSE VENTURES LLC, a
California limited liability company;
AUTOMATIC DATA PROCESSING,
INC. a Delaware corporation; WORK
MARKET, INC., a New Jersey
corporation

Defendants.

Case No.:

**REPRESENTATIVE ACTION
COMPLAINT PURSUANT TO THE
PAGA ONLY FOR:**

- 1. Failure to Pay State
Minimum/Regular/Local Wages;**
- 2. Failure to Pay State Overtime;**
- 3. Failure to Make Payments
Within the Required Time;**
- 4. Meal and Rest Break Labor Code
Violations;**
- 5. Failure to Provide Accurate
Wage Statements;**
- 6. Failure to Maintain Records;**
- 7. Failure to Reimburse Work
Related Expenses;**
- 8. Failure to Properly Pay Sick
Pay;**
- 9. Misclassification;**
- 10. Failure to Maintain Workers'
Compensation Insurance; and**
- 11. Claim for miscellaneous Labor
Code Violations via the PAGA.**

Plaintiff WILLIAM S. HERNANDEZ, an individual, on behalf of the State of California as its designated proxy under the Private Attorneys General Act and on behalf of Aggrieved Employees (collectively the “Plaintiffs”), alleges the following:

NATURE OF THE ACTION

1. Plaintiff is suing in his individual capacity¹ and proceeding herein under the Private Attorneys General Act (PAGA) of 2004, as amended, Labor Code §§ 2698, *et seq.*, seeking civil penalties on behalf of the State of California and for all Aggrieved Employees. *Adolph v. Uber Technologies, Inc.*, 14 Cal. 5th 1104 (2023).

2. This is a representative action only under the Private Attorneys General Act (PAGA) of 2004, as amended, Labor Code §§ 2698, *et seq.* against the named Defendants, active participants in the rising “gig economy.”

3. Defendant WORK MARKET, INC. is a referral agency/staffing company that employs, directly or indirectly, thousands of Aggrieved Employees statewide as independent contractors.

4. Defendant WORK MARKET, INC. partners with various employers, such as Defendant 247 - DELIVERY SERVICES LLC, that need cheap labor.

5. Employers, such as Defendant 247 - DELIVERY SERVICES LLC, use Defendant WORK MARKET, INC.'s smartphone application software program (the “WorkMarket app”) to select and employ Aggrieved Employees.

6. Defendant WORK MARKET, INC., in partnership with employers, such as Defendant 247 - DELIVERY SERVICES LLC, hire people (e.g., onboarding, background screening, and general vetting) to work in various capacities, directing Aggrieved Employees in on exactly how to complete their onboarding application process.

¹ Plaintiff reserves the right to pursue nonindividual PAGA claims within the meaning of *Balderas v. Fresh Start Harvesting*, 101 Cal. App. 5th 533 (2024); *Rodriguez v. Packers Sanitation Servs., Inc.*, 95 Cal. App. 5th 682 (2025)

1 7. Defendant WORK MARKET, INC. and its partner employers, such as
2 Defendant 247 - DELIVERY SERVICES LLC, maintain an unfair competitive
3 advantage by misclassifying so-called “contractors” as independent contractors and
4 evading long-established worker protections under California law.

5 8. During all times relevant, Defendants have and continue to unlawfully
6 classify its so-called contractors as independent contractors instead of employees.

7 9. Through this misclassification, Defendant WORK MARKET, INC. and
8 its partner employers, such as Defendant 247 - DELIVERY SERVICES LLC, avoid
9 paying Aggrieved Employees a lawful wage and unlawfully defers substantial
10 expenses to its Aggrieved Employees, including the cost of equipment, car
11 registration, insurance, gas, maintenance, parking fees, and cell phone data usage.

12 10. Defendants also maintain an unfair advantage over its law-abiding
13 competitors because, due to the misclassification, it contributes less to California's
14 unemployment insurance, disability insurance, and other state and federal taxes.

15 11. Defendants cannot meet its burden of showing its so-called contractors
16 (i.e., Aggrieved Employees) are independent contractors under California law, as
17 clarified by the California Supreme Court in *Dynamex Operations West, Inc. v.*
18 *Superior Court*, 4 Cal. 5th 903 (2018), because it cannot show (a) its contractors are
19 free from the control and direction of Defendants in connection with the performance
20 of the work, both under the contract for the performance of such work and in fact; (b)
21 its contractors perform work that is outside the usual course of Defendants’ business;
22 and (c) its contractors are customarily engaged in an independently established trade,
23 occupation, or business of the same nature as the work performed for Defendants. *Id.*
24 at 916-917.

25 12. Because Defendants’ so-called contractors (i.e., Aggrieved Employees)
26 are employees, they have various entitlements under the California Labor Code,
27 including, but not limited to, minimum wage, overtime pay, meal breaks, paid rest
28 breaks and reimbursement for expenses necessary to perform the job, yet Defendants

1 fail to provide its contractors with any of these entitlements.

2 13. This is not a case of whether Defendants' misclassification of Aggrieved
3 Employees as independent contractors and accompanying failure to comply with
4 numerous provisions of the California Labor Code is unlawful -- of course it is --but
5 rather how long did Defendants think they could get away with this illegal activity
6 before a court orders them to stop?

7 14. By this action, Plaintiffs seek civil penalties on behalf of Aggrieved
8 Employees and as proxies for the State of California (not as individuals) pursuant to
9 the PAGA for Defendants' violations of the California Labor Code.

10 **JURISDICTION AND VENUE**

11 15. Pursuant to Article VI, § 10 of the California Constitution, subject matter
12 jurisdiction is proper in the Superior Court of California because Plaintiffs allege
13 claims arising under California law.

14 16. This Court has jurisdiction over the Defendants because each is an
15 association, corporation, business entity, or individual that conducts substantial
16 business in the State of California, County of San Diego.

17 17. Pursuant to § 395 of the California Code of Civil Procedure, venue is
18 proper in the Superior Court of California for the County of San Diego because this is
19 where the misconduct occurred and a plaintiff is not limited to the county in which he
20 or she performed work. *Crestwood Behavioral Health, Inc. v. Superior Court*, 60 Cal.
21 App. 5th 1069, 1075 (2021).

22 **THE PARTIES**

23 18. The State of California is the real party in interest in a PAGA action. *Kim*
24 *v. Reins Int'l California, Inc.*, 9 Cal. 5th 73, 81 (2020) (the "government entity on
25 whose behalf the plaintiff files suit is always the real party in interest.").

26 19. Plaintiff WILLIAM S. HERNANDEZ is an individual that resides in the
27 County of San Diego, California.

28 20. Defendant 247 - DELIVERY SERVICES LLC is a California limited

1 liability company.

2 21. Defendant GUILLERMO FIGUEROA is an individual and, upon
3 information and belief, is and/or was Defendant 247 - DELIVERY SERVICES LLC's
4 corporate officer/managing agent and, as such, this Defendant is believed to be an
5 "other person acting on behalf of an employer" within the meaning of Labor Code §§
6 558 and 558.1.

7 22. Defendant TYLER SMITH is an individual and, upon information and
8 belief, is and/or was Defendant 247 - DELIVERY SERVICES LLC's corporate
9 officer/managing agent and, as such, this Defendant is believed to be an "other person
10 acting on behalf of an employer" within the meaning of Labor Code §§ 558 and
11 558.1.

12 23. Defendant MAX D. BAILEY JR. is an individual and, upon information
13 and belief, is and/or was Defendant 247 - DELIVERY SERVICES LLC's corporate
14 officer/managing agent and, as such, this Defendant is believed to be an "other person
15 acting on behalf of an employer" within the meaning of Labor Code §§ 558 and
16 558.1.

17 24. Defendant MB II INVESTMENTS LLC is a California limited liability
18 company and, upon information and belief, is and/or was Defendant 247 -
19 DELIVERY SERVICES LLC's corporate officer/managing agent and, as such, this
20 Defendant is believed to be an "other person acting on behalf of an employer" within
21 the meaning of Labor Code §§ 558 and 558.1.

22 25. Defendant VELASCO HOLDINGS LLC is a California limited liability
23 company and, upon information and belief, is and/or was Defendant 247 -
24 DELIVERY SERVICES LLC's corporate officer/managing agent and, as such, this
25 Defendant is believed to be an "other person acting on behalf of an employer" within
26 the meaning of Labor Code §§ 558 and 558.1.

27 26. Defendant ADMIURA INC. is a Florida corporation and, upon
28 information and belief, is and/or was Defendant 247 - DELIVERY SERVICES LLC's

1 corporate officer/managing agent and, as such, this Defendant is believed to be an
2 “other person acting on behalf of an employer” within the meaning of Labor Code §§
3 558 and 558.1.

4 27. Defendant BIG HORSE VENTURES LLC is a California limited
5 liability company and, upon information and belief, is and/or was Defendant 247 -
6 DELIVERY SERVICES LLC’s corporate officer/managing agent and, as such, this
7 Defendant is believed to be an “other person acting on behalf of an employer” within
8 the meaning of Labor Code §§ 558 and 558.1.

9 28. Defendant AUTOMATIC DATA PROCESSING, INC. is a Delaware
10 corporation and the parent company of Defendant WORK MARKET, INC.

11 29. Defendant WORK MARKET, INC. is a New Jersey corporation.

12 30. The true names and capacities, whether individual, corporate, associate,
13 or otherwise of the Defendants named herein as DOES 1 through 50, are unknown to
14 Plaintiffs at this time. Plaintiffs therefore sue said Defendants by such fictitious
15 names pursuant to § 474 of the California Code of Civil Procedure. Plaintiffs will
16 seek leave to amend this Complaint to allege the true names and capacities of DOES
17 1 through 50 when the correct identities are ascertained. Plaintiffs are informed and
18 believes, and based thereon alleges, that each of the DOE Defendants is in some
19 manner liable to Plaintiffs for the events and actions alleged herein. All named
20 Defendants and DOES 1 through 50 are collectively referred to as “Defendants.”

21 31. Plaintiffs are informed and believe, and based thereon allege that at all
22 times relevant herein each Defendant was acting as an agent, joint venture, or as an
23 integrated enterprise and/or alter ego for each of the other Defendants, and each was a
24 co-conspirator with respect to the acts and the wrongful conduct alleged herein, so
25 that each is responsible for the acts of the other in connection with the conspiracy and
26 in proximate connection with the other Defendants.

27 32. Plaintiffs are informed and believe, and based thereon allege that each
28 Defendant was acting partly within and partly without the scope and course of their

1 employment, and was acting with the knowledge, permission, consent, and
2 ratification of every other Defendant.

3 33. Plaintiffs are informed and believe, and based thereon allege that each
4 of the Defendants was an agent, managing general partner, managing member, owner,
5 co-owner, partner, employee, and/or representative of each of the Defendants, and
6 were at all times material hereto, acting within the purpose and scope of such agency,
7 employment, contract and/or representation, and that each of them are jointly and
8 severally liable to Plaintiffs for the acts alleged herein

9 34. Plaintiffs are informed and believe, and based thereon allege that each
10 of the Defendants are liable to Plaintiffs under legal theories and doctrines including
11 but not limited to (1) joint employer; (2) integrated enterprise; (3) agency; and/or (4)
12 alter ego, based in part, on the facts set forth below.

13 35. Plaintiffs are informed and believe, and based thereon allege that each of
14 the named Defendants are part of an integrated enterprise and have acted or currently
15 act as the employer and/or joint employer of Plaintiffs, making each of them liable for
16 the wage and hour violations alleged herein.

17 36. Plaintiffs are informed and believe, and based thereon allege, that DOES
18 1-100 were a "Client employer" within the meaning of Labor Code § 2810.3(a)(1)(A)
19 and, as such, are jointly liable pursuant to Labor Code §§ 2753 and 2810.3.

20 37. By this Complaint, Plaintiffs provides notice to DOES 1-100 and the
21 abovenamed Defendants pursuant to Labor Code § 2810.3(b).

22 38. Plaintiffs further demand that Defendants provide all facts in support of
23 the contention that Defendants are not liable under Labor Code §§ 2753 and 2810.3.

24 39. Thus, Plaintiffs have the legal basis to file this Complaint to pursue the
25 claims alleged in this Complaint against the abovementioned Defendants pursuant to
26 Labor Code § 2810.3, *et seq.*

27 **GENERAL ALLEGATIONS**

28 40. Defendant WORK MARKET, INC. is an employee referral

1 agency/staffing business that partners with various companies in California and is a
2 hirer of thousands of people statewide to provide services to these companies through
3 its WorkMarket application and website.

4 41. Defendant WORK MARKET, INC.'s WorkMarket application is an
5 integral tool it uses to lure unsuspecting consumers into the labor market.

6 42. Defendant WORK MARKET, INC. uses its WorkMarket application to,
7 for example, communicate with, hire, and advertise open job assignments.

8 43. The typical user will see a job they are interested in doing advertised on
9 Defendant WORK MARKET, INC.'s website and, if interested, the user must
10 download the WorkMarket application, register an account, and create a profile.

11 44. Users of Defendant WORK MARKET, INC.'s WorkMarket application
12 must provide Defendant WORK MARKET, INC. with their personal information,
13 such as their name, address, phone number, social security number, etc. and
14 presumably are required to enter into an agreement with Defendants whereupon, if
15 hired, Defendants misclassify them as independent contractors.

16 45. Defendants advertise position descriptions on Defendant WORK
17 MARKET, INC.'s website that outline various job duties, wage rates, job
18 requirements for various job assignments.

19 **Defendants Misclassify Plaintiffs and Aggrieved Employees as Independent**
20 **Contractors.**

21 46. Defendants affirmatively represented to the named Plaintiff and
22 Aggrieved Employees that Defendants would pay them (e.g., an hourly rate and/or a
23 flat rate) with each open shift Defendants posted.

24 47. Alongside each shift that Defendants posted, Defendants notify the
25 Aggrieved Employees of the manner in which Defendants will pay them if they work
26 that shift.

27 48. After reviewing and considering Defendants' offer(s), the named
28 Plaintiff and Aggrieved Employees accepted Defendants' offer(s) by accepting the

1 shift and performing the prearranged duties.

2 49. Defendants have and continue to misclassify its contractors (i.e.,
3 Aggrieved Employees) as independent contractors instead of employees.

4 50. Defendants cannot meet its burden of proving its contractors (i.e.,
5 Aggrieved Employees) are independent contractors.

6 51. Defendants exercise significant control over the work performed.

7 52. Defendant WORK MARKET, INC., in partnership with the Defendants,
8 for example, performed background checks on Aggrieved Employees before allowing
9 them to connect with its customers (co-Defendants) and required so-called contractors
10 to complete and file onboarding documents, such as a W-9, a photo ID, among other
11 things, through the WorkMarket application.

12 53. Once onboarded, Defendant WORK MARKET, INC., in partnership
13 with the Defendants, paid contractors, generated invoices for customers (co-
14 Defendants) to pay, and filed 1099-NEC tax forms for the work performed by
15 Aggrieved Employees.

16 54. Defendant WORK MARKET, INC., in partnership with the Defendants,
17 also provided and continue to provide Aggrieved Employees direction, location of job
18 assignments, scheduling, among other things, using its WorkMarket application.

19 55. Defendant WORK MARKET, INC., in partnership with the Defendants,
20 also managed Aggrieved Employees' work in the field by requiring Aggrieved
21 Employees to check-in and checkout on-site, upload deliverables like photos or
22 documents, process reimbursements, and process related work assignments.

23 56. Defendant WORK MARKET, INC., in partnership with the Defendants,
24 also organized and continue to organize talent by creating and maintaining so-called
25 "Labor Clouds"—pre-vetted pools of contractors sorted by skills, location,
26 certifications, etc.—to allow customers (co-Defendants) to quickly find suitable
27 workers.

28 57. During each work assignment, Defendant WORK MARKET, INC., in

1 partnership with the Defendants, also managed and continue to manage Aggrieved
2 Employees' work in the field by providing online support to communicate directly
3 with Aggrieved Employees using the WorkMarket application.

4 58. Defendant WORK MARKET, INC.'s online support system served as
5 the liaison between Aggrieved Employees and its customers (co-Defendants) by
6 which Defendants could answer work-related questions that Aggrieved Employees
7 had while performing work for the Defendants (often using AI via the WorkMarket
8 application).

9 59. Defendant WORK MARKET, INC., in partnership with the Defendants,
10 also managed Aggrieved Employees' work assignments by assigning, tracking, and
11 overseeing both virtual and on-site work from a centralized dashboard to ensure work
12 by Aggrieved Employees was performed on time.

13 60. Defendant WORK MARKET, INC., in partnership with the Defendants,
14 also kept audit trails of Aggrieved Employees' work assignments, managed
15 client-imposed requirements, and attempted to mitigate regulatory risks.

16 61. Defendant WORK MARKET, INC., in partnership with the Defendants,
17 also

18 62. Contractors (i.e., Aggrieved Employees) must communicate with
19 Defendants through its WorkMarket application.

20 63. Once an WORK MARKET, INC. contractor accepts a job assignment,
21 Defendants provide contractors with the exact location of the job assignment through
22 the WorkMarket application.

23 64. When arriving at the client end-user's job location, contractors (i.e.,
24 Aggrieved Employees) must identify themselves as a worker being sent from
25 Defendant WORK MARKET, INC.

26 65. Contractors (i.e., Aggrieved Employees) then use the WorkMarket
27 application to report their time checking in and their time checking out for pay
28 purposes.

1 66. Defendant WORK MARKET, INC. handles all aspects of contractors'
2 (i.e., Aggrieved Employees) pay.

3 67. Defendants, Defendant WORK MARKET, INC. client end-users
4 (usually delivery companies) generally tell contractors (i.e., Aggrieved Employees)
5 what to do, where to do their work, how to do their work, and provide the tools
6 (normally, packages) for them to perform their work.

7 68. Defendants required and continue to require contractors (i.e., Aggrieved
8 Employees) to appear for their work at specified times.

9 69. Contractors (i.e., Aggrieved Employees) must notify Defendants,
10 through the WorkMarket application, when they arrive, and when they leave their job
11 assignment.

12 70. Defendants use a rating system to assess contractors' performance,
13 which information is shared with Defendant WORK MARKET, INC.'s client end-
14 users.

15 71. Defendant WORK MARKET, INC.'s customers (co-Defendants), for
16 example, can provide ratings for contractors based on factors like overall satisfaction,
17 quality of work, professionalism, and communication.

18 72. Contractors (i.e., Aggrieved Employees) can also rate the Defendants.

19 73. These ratings appear on the contractors' (i.e., Aggrieved Employees)
20 WorkMarket profiles as part of their overall scorecard.

21 74. Defendants reduce working hours and terminates contractors (i.e.,
22 Aggrieved Employees) with low ratings.

23 75. Defendants can also terminate contractors (i.e., Aggrieved Employees)
24 for violating one or more of the rules that Defendants impose by contract, or with no
25 cause at all.

26 76. Defendants' contractors (i.e., Aggrieved Employees) lack business
27 autonomy.

28 77. Defendants' contractors (i.e., Aggrieved Employees) are each not

1 engaged in an independently-established business.

2 78. Defendants' contractors (i.e., Aggrieved Employees) contractors cannot
3 provide temporary services to businesses without the WorkMarket app.

4 79. Defendants' contractors (i.e., Aggrieved Employees) are dependent on
5 Defendants to provide work.

6 80. Defendants' contractors (i.e., Aggrieved Employees) are not required
7 to possess any particular or special skills other than those required to work, for
8 example, a valid driver's license and a vehicle.

9 81. By working for Defendants, Defendants' contractors (i.e., Aggrieved
10 Employees) have not independently made the decision to go into business for
11 themselves.

12 82. Instead, Defendants have unilaterally determined that Plaintiff and
13 Defendants' contractors (i.e., Aggrieved Employees) are independent contractors
14 while precluding them from taking the usual steps towards promoting and
15 establishing an independent business.

16 83. Defendants also prohibit Plaintiff and Defendants' contractors (i.e.,
17 Aggrieved Employees) from setting their rates of pay for their own services, and
18 instead, Plaintiff and Defendants' contractors (i.e., Aggrieved Employees) agree to a
19 set payment for a service to a business through the WorkMarket app, presented to
20 them by Defendants.

21 84. Defendants are responsible for paying Plaintiff and Defendants'
22 contractors (i.e., Aggrieved Employees) based on the rate of pay which is set for each
23 job that a worker completes, and the number of hours which Aggrieved Employees
24 records into the WorkMarket app.

25 85. The work performed by contractors (i.e., Aggrieved Employees) is
26 within Defendants' usual course of business.

27 86. Accordingly, contractors (i.e., Aggrieved Employees) are an essential
28 part in providing the service the Defendants promise to its customers.

1 87. Defendant WORK MARKET, INC.’s technology facilitates the process,
2 while contractors (i.e., Aggrieved Employees) perform the labor under the direction
3 of Defendant WORK MARKET, INC.’s customers (co-Defendants).

4 **The Plaintiffs’ Work Experience is Typical of Other Aggrieved Employees.**

5 88. Defendants’ so-called contractors (i.e., Aggrieved Employees) are not
6 customarily engaged in an independently established trade, occupation, or business.

7 89. During all times relevant, Defendants employed the named Plaintiff to
8 perform package delivery services on a quasi-hourly and flat fee basis in various
9 locations in California.

10 90. Package delivery services is not a distinct trade.

11 91. Package delivery services does not require a special license, education,
12 specialized training, or skill.

13 92. Furthermore, Plaintiffs and similar Aggrieved Employees do not take
14 steps to establish and promote themselves as an independent business, such as
15 “incorporation, licensure, advertisements, routine offerings to provide the services of
16 the independent business to the public or to a number of potential customers[.]”
17 *Dynamex Operations West, Inc. v. Superior Court*, 4 Cal. 5th 903, 962 (2018).

18 93. Despite failing to meet each prong of *Dynamex*, Defendants unilaterally
19 characterized the named Plaintiff and continue to characterize contractors (i.e.,
20 Aggrieved Employees) as independent contractors to evade the requirements under
21 the California Labor Code.

22 94. Defendants agreed to pay the named Plaintiff and Aggrieved Employees
23 money (normally a flat rate) but did not guarantee the named Plaintiff and does not
24 guarantee Aggrieved Employees minimum wage, overtime pay, sick pay, paid leave,
25 health insurance, meal and rest breaks, which are normal requirements under state and
26 local laws for employees.

27 95. Defendants did not reimburse the named Plaintiff and does not reimburse
28 contractors (i.e., Aggrieved Employees) for their mileage, personal cell phones and cell

1 phone data usage even though Defendants require contractors to keep and maintain a
2 personal cell phone to log their working hours using the WorkMarket application.

3 96. Defendants denied the named Plaintiff and continue to deny Aggrieved
4 Employees the benefits and protections of employees.

5 97. The named Plaintiff is an “aggrieved employee” because Defendants
6 employed named Plaintiff in California and named Plaintiff experienced one or more
7 of the alleged Labor Code violations committed against the named Plaintiff, and
8 therefore the named Plaintiff is properly suited to act on behalf the state, and collect
9 civil penalties for all violations committed against the Aggrieved Employees as
10 defined by Labor Code § 2699(c).

11 98. California law provides that an aggrieved employee may file a
12 representative action under the PAGA against an employer for civil penalties in
13 connection with violations of the Labor Code and Wage Order.

14 99. Plaintiffs allege that current and former employees of Defendants
15 suffered from Defendants’ Labor Code violations.

16 **Wage Claims.**

17 100. During all times relevant and continuing to the present, and pursuant to
18 company policy and/or practice and/or direction, Defendants failed to pay Aggrieved
19 Employees all wages, e.g., overtime, minimum wages, local wages, etc., as required
20 by law.

21 101. During all times relevant, Defendants simply failed to pay the named
22 Plaintiff and presumably similarly situated Aggrieved Employees wages.

23 102. For example, during the timeframe alleged above, Defendants sent the
24 named Plaintiff to work at various locations in California.

25 103. Defendants’ managers told the named Plaintiff what work to perform
26 (package delivery), where to perform the work (i.e., usually a pickup and drop-off
27 location), when to perform the work, how to perform work, and to whom to report
28 when they had questions during their assignment.

1 104. The named Plaintiff brought no tools, other than a vehicle and a cell
2 phone, and instead used the tools, supplies, and products Defendants provided
3 (normally, packages with instructions on where to drop them off).

4 105. The named Plaintiff's shifts were sometimes fixed or semi-fixed shifts,
5 but invariably the Plaintiff's first task was to report to a manager and tell him/her that
6 he was sent by the Defendants.

7 106. Invariably, the Plaintiff's last task was to tell Defendants he completed
8 the job.

9 107. Due to the flaws in Defendants' WorkMarket application, however, the
10 Plaintiff was sometimes prevented from being able to enter the time Plaintiff worked,
11 which caused the Plaintiff to work longer in order to wait for the application and/or to
12 resolve the problem with the Defendants.

13 108. Plaintiff reported the above problem to Defendants, who offered little
14 help to the Plaintiff or were slow to respond.

15 109. The above problems caused Plaintiff to spend uncompensated time in an
16 amount to be proven at trial, which time Defendants did not compensate the Plaintiff
17 for working.

18 110. Plaintiffs' unpaid wage claim is also premised on Plaintiffs' allegations
19 that Defendants failed to pay reporting time pay.

20 111. Section 5 of all applicable IWC Wage Orders, provides, "(A) Each
21 workday an employee is required to report for work and does report, but is not put to
22 work or is furnished less than half said employee's usual or scheduled day's work, the
23 employee shall be paid for half the usual or scheduled day's work, but in no event for
24 less than two (2) hours nor more than four (4) hours, at the employee's regular rate of
25 pay, which shall not be less than the minimum wage. (B) If an employee is required to
26 report for work a second time in any one workday and is furnished less than two (2)
27 hours of work on the second reporting said employee shall be paid for two hours at
28 the employee's regular rate of pay, which shall not be less than the minimum wage."

1 112. Sometimes Plaintiff accepted one of Defendants' jobs and traveled to a
2 worksite but when reporting for work, the manager would tell Plaintiff there was no
3 work available.

4 113. In these cases, Defendants did not pay the Plaintiff and Aggrieved
5 Employees reporting time pay despite its requirement per the Labor Code for
6 reporting for work and being sent home early.

7 114. These are a just a few examples of many Labor Code violations
8 Defendants committed concerning wages.

9 **Wage Statement Claims.**

10 115. During all times relevant and continuing to the present, and pursuant to
11 company policy and/or practice and/or direction, Defendants failed to issue Plaintiff
12 and other Aggrieved Employees wage and earning statements.

13 **Failure to Pay Meal and Rest Break Premiums.**

14 116. During all times relevant and continuing to the present, and pursuant to
15 company policy and/or practice and/or direction, Defendants deprived Aggrieved
16 Employees from taking lawful meal and rest periods and did not pay and refused to
17 pay premium pay to Aggrieved Employees despite knowing Aggrieved Employees
18 involuntarily missed their meal and rest breaks.

19 **Unreimbursed Work-Related Expense Claims.**

20 117. During all times relevant and continuing to the present, and pursuant to
21 company policy and/or practice and/or direction, Defendants failed to reimburse
22 Aggrieved Employees for all work-related expenses.

23 **Untimely Pay Claims.**

24 118. During all times relevant and continuing to the present, and pursuant to
25 company policy and/or practice and/or direction, the named Plaintiff and Aggrieved
26 Employees did not receive their pay in a timely manner or their final paychecks
27 immediately upon involuntary termination or within 72 hours of voluntary separation,
28 were not paid final wages at the location of employment, and said final paychecks did

1 not include all wages due to the employee.

2 119. To date, Plaintiff alleges that Defendants have not paid the named
3 Plaintiff all wages due and payable in an amount to be proven at trial.

4 **REPRESENTATIVE ACTION (PAGA) CLAIMS**

5 120. This representative action filed pursuant to PAGA, §§ 2698, 2699
6 generally consists of the following group:

7 **All current or former people Defendants characterized and**
8 **employed as independent contractors in California from**
9 **September 12, 2024 to the present.**

10 121. All members of the represented group are referred to as the “Aggrieved
11 Employees.”

12 122. The “Representative Period” means from **September 12, 2024 to the**
13 **present.**

14 123. Plaintiff further alleges, on information and belief, that Aggrieved
15 Employees, did not receive all wages due at the time their employment ended with
16 Defendants.

17 124. On information and belief, Defendants current and former employees
18 were subject to wage and hour violations by Defendants, including failing to be paid
19 for all wages due.

20 125. California law provides that an employee may file an action against an
21 employer for penalties in connection with violations of the Labor Code and Wage
22 Orders provided the aggrieved employee file an action on behalf of him or herself and
23 similarly situated current and former employees.

24 126. At all material times, Defendants and DOES 1 through 50 were and/or
25 are Aggrieved Employees’ employers or persons acting on behalf of Aggrieved
26 Employees’ employer, within the meaning of California Labor Code § 558, who
27 violated or caused to be violated, a section of Part 2, Chapter 1 of the California
28 Labor Code or any provision regulating hours and days of work in any Order of the

1 Industrial Welfare Commission and, as such, are subject to penalties for each
2 underpaid employee as set for in Labor Code § 558.

3 127. As set forth in further detail below, because of the analysis and
4 investigation of the Plaintiffs' claims, Plaintiffs' attorneys sent the required
5 correspondence to the California Labor and Workforce Development Agency
6 (LWDA) and to Defendants informing Defendants of Plaintiffs' claims and Plaintiffs'
7 intent to pursue litigation.

8 EXHAUSTION OF ADMINISTRATIVE REMEDIES

9 128. Pursuant to the PAGA, on **September 12, 2025**, Plaintiffs, via counsel,
10 sent correspondence to the LWDA and Defendants via certified U.S. Mail indicating
11 that Plaintiffs are pursuing the claims alleged in this Complaint.

12 129. The statutory waiting period for the above referenced letter Plaintiffs
13 HAS NOT expired and the LWDA DID NOT serve Plaintiffs with notice of intent to
14 assume jurisdiction over the applicable penalty claims and did not provide notice as
15 set forth in Labor Code § 2699.3(a)(2)(A) within the statutory period.

16 130. Therefore, Plaintiffs HAVE NOT exhausted Plaintiffs' administrative
17 remedies to pursue claims and remedies as authorized by the PAGA, yet.

18 131. The Causes of Action alleged herein are appropriately suited for a
19 representative action under the PAGA (Labor Code § 2698, *et seq.*) because:

- 20 a. This action involves allegations of violations of provisions of
21 the California Labor Code that provide for a civil penalty to be
22 assessed and collected by the LWDA or any departments,
23 divisions, commissions, boards, agencies, or employees;
24 b. Plaintiffs are "aggrieved employees" because Defendants
25 employed the named Plaintiff and Plaintiff is the victim of one
26 or more of the Labor Code violations alleged in this Complaint
27 committed by the Defendants; and
28 c. Plaintiffs have satisfied the procedural requirements of

Labor Code § 2699.3, as set forth above.

FIRST CAUSE OF ACTION

Representative Claim via the PAGA for

**Failure to Pay State Minimum/Regular/Local Wages
in Violation of California Labor Code §§ 200, 218, 218.5, 1182.12, 1194,
1197, 1197.1, 1811, 1815, and 1198 via the applicable Wage Order**

(Against all Defendants)

132. Plaintiffs re-allege and incorporate by reference the foregoing allegations as though set forth herein.

133. Pursuant to California law, including but not limited to Labor Code §§ 200, 218, 218.5, 1194, 1197, 1197.1, 1811, 1815, 1198, and depending on the local jurisdiction, such as the Cities of Los Angeles, San Diego, San Francisco, etc., it is unlawful for a California employer to suffer or permit an employee to work without paying wages for all hours worked, as required by the applicable Industrial Welfare Commission (IWC) Wage Order and/or local law.

134. Plaintiffs are informed and believe and based thereupon allege that during all times relevant, Plaintiffs were not paid minimum/regular/local jurisdiction wages for all hours suffered or permitted to work in violation of California law.

135. During all times relevant, Defendants were required to pay Plaintiffs and other members of the Aggrieved Employees their respective hourly rate for all hours worked and/or minimum wages per state law or applicable local law.

136. During all times relevant, at least one of the IWC Wage Orders applied to Plaintiffs' employment with Defendants.

137. Pursuant to the applicable Wage Order, "hours worked" include the time during which an employee is "suffered or permitted to work, whether or not required to do so."

138. During the PAGA Period and based on the misconduct alleged above, Defendants did not pay Plaintiffs and Aggrieved Employees minimum/regular/local

1 wages for all hours suffered or permitted to work in violation of state and/or local
2 law.

3 139. Labor Code § 1194 subdivision (a) permits an action to recover wages
4 because of the payment of a wage less than the minimum wage “applicable to the
5 employee” including attorneys’ fees, costs, and interest.

6 140. At all material times, Defendants were and/or are Aggrieved
7 Employees’ employers or persons acting on behalf of Aggrieved Employees’
8 employer, within the meaning of California Labor Code §§ 558 and 558.1, who
9 violated or caused to be violated, a section of Part 2, Chapter 1 of the California
10 Labor Code or any provision regulating hours and days of work in any Order of the
11 Industrial Welfare Commission and, as such, are subject to civil penalties for each
12 underpaid employee as set for in Labor Code § 558.

13 141. In committing the violations of state law as herein alleged, Plaintiffs are
14 informed and believe based there upon allege that Defendants have knowingly and
15 willfully refused to perform their obligations to compensate Aggrieved Employees for
16 all wages earned and all hours worked.

17 142. As a direct result, Aggrieved Employees have suffered and continue to
18 suffer, substantial losses related to the use and enjoyment of such compensation,
19 wages, lost interest on such monies and expenses and attorneys’ fees in seeking to
20 compel Defendants to fully perform their obligations under state and/or local law.

21 143. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of
22 them, a penalty of one hundred dollars (\$100.00) for each aggrieved employee per
23 pay period for the initial violation and two hundred (\$200.00) for each aggrieved
24 employee per pay period for each subsequent violation in which Defendants violated
25 the minimum/regular/ and or local wage provisions of California law, including but
26 not limited to §§ 216, 218, 218.5, 227.3, 558, 1194, 1197, 1197.1, 1811, 1815,
27 1182.12, 1194.2, 1197, and 1198 the exact amount of the applicable penalty is all in
28 an amount to be shown according to proof at trial.

1 144. Pursuant to Labor Code § 2699, Plaintiffs on behalf of the State of
2 California and Aggrieved Employees seek to recover from Defendants, and each of
3 them, penalties, attorneys' fees, and costs incurred herein in an amount to be
4 determined at trial.

5 **SECOND CAUSE OF ACTION**

6 **Representative Claim via the PAGA for**
7 **Failure to Pay State Overtime and/or Double-Time Compensation**
8 **in Violation of California Labor Code §§ 216, 218, 218.5, 225.5, 510,**
9 **1182.12, 1194, 1194.2, 1197, 1197.1,**
10 **1811, 1815, and 1198 via the Applicable IWC Wage Order**

11 (Against all Defendants)

12 145. Plaintiffs re-allege and incorporate by reference the foregoing allegations
13 as though set forth herein.

14 146. California law requires an employer to pay each employee for the actual
15 hours worked. (*See* Cal. Labor Code § 200, *et seq.*)

16 147. During all times relevant, one or more of the IWC Wage Orders applied
17 to Plaintiffs' employment with Defendants.

18 148. Pursuant to § 2(K) of the applicable Wage Order(s), including Wage
19 Order 4, "hours worked" include the time during which an employee is "suffered or
20 permitted to work, whether or not required to do so."

21 149. Pursuant to Labor Code §§ 510, 1194, 1194.2, and § 3 of the applicable
22 Wage Order(s), for each hour (or fraction thereof) an employee works up to forty (40)
23 hours in a week and eight (8) hours in a day, the employer must pay the employee's
24 regular hourly wage.

25 150. For each hour (or fraction thereof) an employee works over forty (40)
26 hours in a week or more than eight (8) hours in a workday the employer must pay the
27 rate of one and a half times the employee's regular hourly wage. (*Ibid.*)

28 151. For each hour (or fraction thereof) an employee works more than

1 twelve (12) hours in one day or more than eight (8) hours a day on the seventh
2 consecutive day of work, the employer must compensate the employee at the rate of
3 no less than twice the regular rate of pay for that employee. (*Ibid.*)

4 152. During all times relevant, and pursuant to company policy and/or
5 practice and/or direction, Defendants required Aggrieved Employees to work more
6 than 40 hours per week and/or eight hours in a workday to which they had the right to
7 receive wages and Defendants did not pay Plaintiff and the Aggrieved Employees all
8 overtime compensation to which they should have received at the applicable wage
9 rate.

10 153. As alleged herein, Defendants failed to pay Aggrieved Employees all
11 overtime to which they had a right to receive.

12 154. In committing the violations of state law as herein alleged, Defendants
13 have knowingly and willfully refused to perform their obligations to compensate
14 Aggrieved Employees for all wages earned and all hours worked.

15 155. At all material times, Defendants were and/or are Aggrieved Employees'
16 employers or persons acting on behalf of Aggrieved Employees' employer, within the
17 meaning of California Labor Code §§ 558 and 558.1, who violated or caused to be
18 violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision
19 regulating hours and days of work in any Order of the Industrial Welfare Commission
20 and, as such, are subject to penalties for each underpaid employee as set for in Labor
21 Code § 558.

22 156. In committing the violations of state law as herein alleged, Defendants
23 have knowingly and willfully refused to perform their obligations to compensate
24 Aggrieved Employees for all wages earned and all hours worked.

25 157. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them,
26 a penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay
27 period for the initial violation and two hundred (\$200.00) for each aggrieved
28 employee per pay period for each subsequent violation in which Defendants violated

1 the overtime provisions of the Labor Code, including but not limited to §§ 510, 558
2 and 1194, the exact amount of the penalties sought is in an amount to be shown
3 according to proof at trial.

4 158. Pursuant to Labor Code § 2699, Plaintiffs on behalf of the State of
5 California and Aggrieved Employees seek to recover from Defendants, and each of
6 them, penalties, attorneys' fees, and costs incurred herein in an amount to be
7 determined at trial.

8 **THIRD CAUSE OF ACTION**

9 **Representative Claim via the PAGA for**

10 **Failure to Timely Pay Earned Wages Upon Separation of Employment in** 11 **Violation of California Labor Code §§ 201, 201.3, 202, 203, 204, 204b, 204.2, 210,** 12 **218.5, 218.6, 256, and 1198 via the applicable Wage Order**

13 (Against all Defendants)

14 159. Plaintiffs re-allege and incorporate by reference the foregoing allegations
15 as though set forth herein.

16 160. Pursuant to Labor Code § 201, "If an employer discharges an employee,
17 the wages earned and unpaid at the time of discharge are due and payable
18 immediately."

19 161. Pursuant to Labor Code § 201.3, "If an employee is assigned to work for
20 a client on a day-to-day basis, that employee's wages are due and payable at the end
21 of each day, regardless of when the assignment ends..."

22 162. Pursuant to Labor Code § 202, "If an employee not having a written
23 contract for a definite period quits his or her employment, his or her wages shall
24 become due and payable not later than 72 hours thereafter, unless the employee has
25 given 72 hours previous notice of his or her intention to quit, in which case the
26 employee is entitled to his or her wages at the time of quitting."

27 163. Labor Code § 203 provides, in pertinent part: "If an employer willfully
28 fails to pay, without abatement or reduction, ... any wages of an employee who is

1 discharged or who quits, the wages of the employee shall continue as a penalty from
2 the due date thereof at the same rate until paid or until an action therefore is
3 commenced; but the wages shall not continue for more than 30 days. ..."

4 164. Pursuant to Labor Code § 204, "all wages ... earned by any person in
5 any employment are due and payable twice during each calendar month, on days
6 designated in advance by the employer as the regular paydays."

7 165. Pursuant to Labor Code § 204b, "Labor performed by a weekly-paid
8 employee during any calendar week and prior to or on the regular payday shall be
9 paid for not later than the regular payday of the employer for such weekly-paid
10 employee falling during the following calendar week."

11 166. Defendants did not properly pay Plaintiff and Aggrieved Employees
12 pursuant to the requirements of Labor Code, including but not limited to §§ 201,
13 201.3, 202, 203, 204, 204b, 204.2, 210, 218.5, 218.6, 256 and thereby Plaintiffs seek
14 the unpaid wages.

15 167. To date, Defendants have not paid terminated Aggrieved Employees all
16 earned wages as required by law and did not and continue to fails to pay current
17 employees in a timely manner as required by law.

18 168. At all material times, Defendants and DOES 1 through 50 were and/or
19 are Aggrieved Employees' employers or persons acting on behalf of Aggrieved
20 Employees' employer, within the meaning of California Labor Code § 558, who
21 violated or caused to be violated, a section of Part 2, Chapter 1 of the California
22 Labor Code or any provision regulating hours and days of work in any Order of the
23 Industrial Welfare Commission and, as such, are subject to penalties for each
24 underpaid employee as set for in Labor Code § 558.

25 169. In committing the violations of state law as herein alleged, Defendants
26 have knowingly and willfully refused to perform their obligations to compensate
27 Aggrieved Employees for all wages earned and all hours worked.

28 170. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them,

1 a penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay
2 period for the initial violation and two hundred (\$200.00) for each aggrieved
3 employee per pay period for each subsequent violation in which Defendants violated
4 the Labor Code, including but not limited to §§ 201, 201.3, 202, 203, 204, 204b,
5 204.2, 210, 218.5, 218.6, 256.

6 171. As alleged above, Defendants have deprived Plaintiffs and Aggrieved
7 Employees of their rightfully earned wages as a direct and proximate result of
8 Defendants' failure and refusal to pay said compensation and for the reasons alleged
9 in this Complaint.

10 172. Pursuant to Labor Code § 2699, Plaintiffs on behalf of the State of
11 California and Aggrieved Employees seek to recover from Defendants, and each of
12 them, penalties, attorneys' fees, and costs incurred herein in an amount to be
13 determined at trial.

14 **FOURTH CAUSE OF ACTION**

15 **Representative Claim for Penalties via the PAGA for** 16 **Failure to Comply with the Meal and Rest Break Requirements Under Labor** 17 **Code §§ 226.7, 512, and 1198 via the applicable IWC Wage Order** 18 **(Against all Defendants)**

19 173. Plaintiffs re-allege and incorporate by reference the foregoing allegations
20 as though set forth herein.

21 174. Based on the misconduct alleged in this Complaint, Defendants failed to
22 pay Plaintiffs and Aggrieved Employees premium pay for all their missed meal and
23 rest breaks and failed to comply with Labor Code §§ 226.7, 512, and 1198.

24 175. Because of Defendants' illegal pay practices, said Defendants failed to
25 pay Plaintiffs and Aggrieved Employees for all meal and rest breaks despite their
26 requirement under California law and, as such, all culpable Defendants are required to
27 pay Plaintiffs and Aggrieved Employees for rest break and/or meal break premium
28 wages.

176. Defendants also failed to provide Plaintiffs, and Aggrieved Employees, legally-compliant meal and rest periods, or compensation in lieu thereof, during their employment by said Defendants.

177. At all material times, Defendants were and/or are Aggrieved Employees' employers or persons acting on behalf of Aggrieved Employees' employer, within the meaning of California Labor Code §§ 558 and 558.1, who violated or caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision regulating hours and days of work in any Order of the Industrial Welfare Commission and, as such, are subject to penalties for each underpaid employee as set for in Labor Code § 558.

178. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants a penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and two hundred (\$200.00) for each aggrieved employee per pay period for each subsequent violation in which all culpable Defendants violated Cal. Labor Code §§ 226.7 and 512, the exact amount of the applicable penalty is all in an amount to be shown according to proof at trial.

179. Pursuant to Labor Code § 2699, Plaintiffs on behalf of the State of California and Aggrieved Employees seek to recover from Defendants, and each of them, penalties, attorneys' fees, and costs incurred herein in an amount to be determined at trial.

FIFTH CAUSE OF ACTION

Representative Claim for Penalties via the PAGA for Violations of California Labor Code §§ 226, 226.3, 226.6, and 1198 via the applicable IWC Wage Order

(Against all Defendants)

180. Plaintiffs re-allege and incorporate by reference the foregoing allegations as though set forth herein.

181. Plaintiffs allege that Labor Code § 226 subdivision (a) requires, in

1 pertinent part, that every employer shall, “semimonthly or at the time of each
2 payment of wages, shall furnish to his or her employees, either as a detachable part of
3 the check, draft, or voucher paying the employee's wages, or separately if wages are
4 paid by personal check or cash, an accurate itemized statement in writing showing (1)
5 gross wages earned, (2) total hours worked by the employee. . . (3) the number of
6 piece-rate units earned and any applicable piece rate if the employee is paid on a
7 piece-rate basis, (4) all deductions, provided that all deductions made on written
8 orders of the employee may be aggregated and shown as one item, (5) net wages
9 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the
10 name of the employee and only the last four digits of his or her social security
11 number..., (8) the name and address of the legal entity that is the employer. . . , and
12 (9) all applicable hourly rates in effect during the pay period and the corresponding
13 number of hours worked at each hourly rate by the employee and, beginning July 1,
14 2013, if the employer is a temporary services employer as defined in Section 201.3,
15 the rate of pay and the total hours worked for each temporary services assignment. . .”
16 (Labor Code § 226 subdivision (a).)

17 182. Based on the foregoing allegations, Defendants did not provide any wage
18 statements to the Aggrieved Employees Period and, thus, Plaintiffs assert this claim as
19 a stand-alone claim.

20 183. At all material times, Defendants were and/or are Aggrieved Employees’
21 employers or persons acting on behalf of Aggrieved Employees’ employer, within the
22 meaning of California Labor Code §§ 558 and 558.1, who violated or caused to be
23 violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision
24 regulating hours and days of work in any Order of the Industrial Welfare Commission
25 and, as such, are subject to penalties for each underpaid employee as set for in Labor
26 Code § 558.

27 184. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants a
28 penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period

1 for the initial violation and two hundred (\$200.00) for each aggrieved employee per
2 pay period for each subsequent violation in which all culpable Defendants violated
3 the applicable Cal. Labor Code provisions alleged in this Complaint, the exact amount
4 of the applicable penalty is all in an amount to be shown according to proof at trial.

5 185. Wherefore, pursuant to Labor Code § 2699, Plaintiffs on behalf of the
6 State of California and Aggrieved Employees seek to recover from Defendants, and
7 each of them, penalties, attorneys' fees, and costs incurred herein in an amount to be
8 determined at trial.

9 **SIXTH CAUSE OF ACTION**

10 **Representative Claim for Penalties via the PAGA**

11 **For Failure to Maintain Required Records in Violation of California**

12 **Labor Code §§ 1174 and 1198 via the Applicable Wage Order**

13 (Against All Defendants)

14 186. Plaintiffs re-allege and incorporate by reference the foregoing allegations
15 as though set forth herein.

16 187. Section 7 of the applicable Wage Order requires every employer to
17 maintain time and payroll records.

18 188. Defendants failed to comply with § 7 of the applicable IWC Orders and
19 with Labor Code § 1174 by failing to maintain certain records which employers are
20 required to maintain, including but not limited to, all wage records.

21 189. At all material times, Defendants were and/or are Aggrieved Employees'
22 employers or persons acting on behalf of Aggrieved Employees' employer, within the
23 meaning of California Labor Code §§ 558 and 558.1, who violated or caused to be
24 violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision
25 regulating hours and days of work in any Order of the Industrial Welfare Commission
26 and, as such, are subject to penalties for each underpaid employee as set for in Labor
27 Code § 558.

28 190. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants a

1 penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period
2 for the initial violation and two hundred (\$200.00) for each aggrieved employee per
3 pay period for each subsequent violation in which all culpable Defendants violated
4 the applicable Cal. Labor Code provisions alleged in this Complaint, the exact amount
5 of the applicable penalty is all in an amount to be shown according to proof at trial.

6 191. Wherefore, pursuant to Labor Code § 2699, Plaintiffs on behalf of the
7 State of California and Aggrieved Employees seek to recover from Defendants, and
8 each of them, penalties, attorneys' fees, and costs incurred herein in an amount to be
9 determined at trial.

10 **SEVENTH CAUSE OF ACTION**

11 **Representative Claim for Penalties via the PAGA Claim for**

12 **Failure to Reimburse Business Expenses**

13 **in Violation of Labor Code §§ 1198 and 2802**

14 (Against All Defendants)

15 192. Plaintiffs re-allege and incorporate by reference the foregoing allegations
16 as though set forth herein.

17 193. Pursuant to California Labor Code § 2802, an employer must indemnify
18 its employees "for all necessary expenditures or losses incurred by the employee in
19 direct consequence of the discharge of his or her duties"

20 194. Plaintiffs made necessary expenditures and incurred losses as a direct
21 consequence of the discharge of their duties and in obedience to the directions of
22 Defendants including, but not limited to, mileage, automobile, cell phone, and internet
23 expenses.

24 195. On information and belief, Defendants knew Plaintiffs were incurring the
25 expenses and were responsible for reimbursing Aggrieved Employees for their
26 expenditures and losses as a direct consequence of the discharge of their duties, but
27 failed to do so.

28 196. At all material times, Defendants were and/or are Aggrieved Employees'

1 employers or persons acting on behalf of Aggrieved Employees' employer, within the
2 meaning of California Labor Code §§ 558 and 558.1, who violated or caused to be
3 violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision
4 regulating hours and days of work in any Order of the Industrial Welfare Commission
5 and, as such, are subject to penalties for each underpaid employee as set for in Labor
6 Code § 558.

7 197. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants a
8 penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period
9 for the initial violation and two hundred (\$200.00) for each aggrieved employee per
10 pay period for each subsequent violation in which all culpable Defendants violated
11 the applicable Cal. Labor Code provisions alleged in this Complaint, including but not
12 limited to Labor Code §§ 2802 and 1198, the exact amount of the applicable penalty
13 is all in an amount to be shown according to proof at trial, which Plaintiffs seek.

14 198. Wherefore, pursuant to Labor Code § 2699, Plaintiffs on behalf of the
15 State of California and Aggrieved Employees seek to recover from Defendants, and
16 each of them, penalties, attorneys' fees, and costs incurred herein in an amount to be
17 determined at trial.

18 **EIGHTH CAUSE OF ACTION**

19 **Representative Claim for Civil Penalties Under the PAGA for**

20 **Violations of Labor Code §§ 246 and 246(l) and**

21 **Municipal Paid Sick Leave Ordinances**

22 (Against all Defendants)

23 199. Plaintiffs re-allege and incorporate by reference the foregoing allegations
24 as though set forth herein.

25 200. Under Labor Code §§ 246, 246(l), and in some jurisdictions local law,
26 employers in California must provide employees with paid sick leave to be paid at a
27 specified rate of pay which must factor in additional earnings during a given pay
28 period wherein such leave is used. (*Wood v. Kaiser Foundation Hospitals* (2023) 88

1 Cal.App. 5th 742.)

2 201. Defendants did not pay sick leave to Aggrieved Employees in violation
3 of California law.

4 202. Defendants have failed to (1) provide paid sick leave; (2) include
5 required information about paid sick leave in wage notices and/or wage statements,
6 including without limitation information on the amount of paid sick leave hours
7 accrued; (3) provide required information about paid sick leave to employees,
8 including without limitation at the time of hire; (4) at the time of hire, provide
9 employees with written notice of the employer's name, address, and telephone
10 number; (5) provide required information about paid sick leave in English, Spanish,
11 Chinese, and in all languages spoken by 5% or more of the employees; (6) post
12 required sick leave notices; (7) maintain payroll records; and/or (8) provide wage
13 statements, and therefore Defendants have violated one or more municipal sick leave
14 ordinances, including without limitation the sick leave ordinances of Berkeley,
15 Emeryville, Long Beach, Los Angeles, Oakland, San Diego, San Francisco, and Santa
16 Monica.

17 203. The PAGA imposes upon Defendants, and each of them, civil penalties
18 for violating Labor Code §§ 246 and 246(l).

19 204. Civil penalties under the PAGA are equitable in nature. *Nationwide*
20 *Biweekly Admin., Inc. v. Superior Ct. of Alameda Cty.* (2020) 9 Cal.5th 279.)

21 205. At all material times, Defendants were and/or are Aggrieved Employees'
22 employers or persons acting on behalf of Aggrieved Employees' employer, within the
23 meaning of California Labor Code §§ 558 and 558.1, who violated or caused to be
24 violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision
25 regulating hours and days of work in any Order of the Industrial Welfare Commission
26 and, as such, are subject to penalties for each underpaid employee as set for in Labor
27 Code § 558.

28 206. Labor Code § 2699(f) imposes upon Defendants, and each of them, civil

1 penalties of one hundred dollars (\$100) per pay period, per aggrieved employee for
2 initial violations, and two hundred dollars (\$200) per pay period, per aggrieved
3 employee for subsequent violations for all Labor Code provisions for which a civil
4 penalty is not specifically provided.

5 207. Pursuant to the PAGA, Labor Code § 2699(f), and/or any other
6 applicable statute, Plaintiffs are seeking civil penalties against Defendants in an
7 amount to be shown according to proof.

8 208. Pursuant to Labor Code § 248.5, if applicable herein, Plaintiffs seek to
9 recover attorneys' fees, costs, equitable relief in the form of civil penalties, in an
10 amount to be shown according to proof.

11 209. Wherefore, pursuant to Labor Code § 2699, Plaintiffs on behalf of the
12 State of California and Aggrieved Employees seek to recover from Defendants, and
13 each of them, penalties, attorneys' fees, and costs incurred herein in an amount to be
14 determined at trial.

15 **NINTH CAUSE OF ACTION**

16 **Representative Claim for Civil Penalties Under the PAGA for** 17 **Willful Misclassification in Violation of Labor Code § 226.8**

18 (Against all Defendants)

19 210. Plaintiffs re-allege and incorporate by reference the foregoing allegations
20 as though set forth herein.

21 211. California Labor Code § 226.8(a) provides: "It is unlawful for any
22 person or employer to engage in any of the following activities: (1) Willful
23 misclassification of an individual as an independent contractor. (2) Charging an
24 individual who has been willfully misclassified as an independent contractor a fee, or
25 making any deductions from compensation, for any purpose, including for goods,
26 materials, space rental, services, government licenses, repairs, equipment
27 maintenance, or fines arising from the individual's employment where any of the acts
28 described in this paragraph would have violated the law if the individual had not been

1 misclassified.”

2 212. California Labor Code § 226.8(b) provides that if the “a court issues a
3 determination that a person or employer has engaged in any of the enumerated
4 violations of subdivision (a), the person or employer shall be subject to a civil penalty
5 of not less than five thousand dollars (\$5,000) and not more than fifteen thousand
6 dollars (\$15,000) for each violation, in addition to any other penalties or fines
7 permitted by law.”

8 213. California Labor Code § 226.8(c) provides that if the “court issues a
9 determination that a person or employer has engaged in any of the enumerated
10 violations of subdivision (a) and the person or employer has engaged in or is engaging
11 in a pattern or practice of these violations, the person or employer shall be subject to a
12 civil penalty of not less than ten thousand dollars (\$10,000) and not more than
13 twenty-five thousand dollars (\$25,000) for each violation, in addition to any other
14 penalties or fines permitted by law.”

15 214. Subdivision (a) of California Labor Code § 2753 provides, “(a) A person
16 who, for money or other valuable consideration, knowingly advises an employer to
17 treat an individual as an independent contractor to avoid employee status for that
18 individual shall be jointly and severally liable with the employer if the individual is
19 found not to be an independent contractor.”

20 215. Defendants’ misclassification of the contractors as independent
21 contractors, as demonstrated by the decision of the Labor Commissioner of the State
22 of California in *Berwick v. Uber Technologies*, Cal. Lab. Comm’r Dec. No. 11-46739
23 (June 3, 2015), the California Unemployment Insurance Appeals Board ruling (No.:
24 5371509- June, 1, 2015) that an Uber driver is an employee eligible to obtain
25 unemployment benefits, the California Supreme Court’s decision in *Dynamex*
26 *Operations West, Inc. v. Superior Court*, 4 Cal. 5th 903 (2018), the enactment of A.B.
27 5, the injunction issued against Instacart in *People of the State of California v.*
28 *Maplebear, Inc., Superior Court of California, County of San Diego*, Case No. 37-

1 2019-00048731-CU-MC-CTL, other changes in common law and state law, and other
2 complaints, claims, and lawsuits against other industry players, constitutes willful
3 misclassification in violation of California Labor Code § 226.8.

4 216. Plaintiff maintains client end-users are joint and severally liable under
5 California law, including but not limited to Labor Code §§ 2753 and 2810.3.

6 217. At all material times, Defendants were and/or are Aggrieved Employees'
7 employers or persons acting on behalf of Aggrieved Employees' employer, within the
8 meaning of California Labor Code §§ 558 and 558.1, who violated or caused to be
9 violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision
10 regulating hours and days of work in any Order of the Industrial Welfare Commission
11 and, as such, are subject to penalties for each underpaid employee as set for in Labor
12 Code § 558.

13 218. Wherefore, pursuant to Labor Code § 2699, Plaintiffs on behalf of the
14 State of California and Aggrieved Employees seek to recover from Defendants, and
15 each of them, penalties, attorneys' fees, and costs incurred herein in an amount to be
16 determined at trial.

17 **TENTH CAUSE OF ACTION**

18 **Failure to Secure Compensation in Violation of Labor Code § 3700, *et seq.***

19 (Against all Defendants)

20 219. Plaintiffs re-allege and incorporate by reference the foregoing allegations
21 as though set forth herein.

22 220. Upon information and belief, Defendants did not secure workers'
23 compensation for the Aggrieved Employees, in violation of Labor Code §§ 3700,
24 3700.5, 3712, 3715.

25 221. Because of Defendant's violations of those statutes, Defendant is subject
26 to the penalties and fines per Labor Code § 3700.5 and the PAGA for each aggrieved
27 employee per pay period.

28 222. At all material times, Defendants were and/or are Aggrieved Employees'

1 employers or persons acting on behalf of Aggrieved Employees' employer, within the
2 meaning of California Labor Code §§ 558 and 558.1, who violated or caused to be
3 violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision
4 regulating hours and days of work in any Order of the Industrial Welfare Commission
5 and, as such, are subject to penalties for each underpaid employee as set for in Labor
6 Code § 558.

7 223. Wherefore, pursuant to Labor Code § 2699, Plaintiffs on behalf of the
8 State of California and Aggrieved Employees seek to recover from Defendants, and
9 each of them, penalties, attorneys' fees, and costs incurred herein in an amount to be
10 determined at trial.

11 ELEVENTH CAUSE OF ACTION

12 **Representative Claim for Penalties via the PAGA**

13 **Under California Labor Code §§ 2698, 2699, *et seq.* for**
14 **Violations of California Labor Code subdivision (k) of Section 96, Sections 98.6,**
15 **201.5, 201.7, 203.1, 203.5, 204a, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and**
16 **212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, 224, 226.7, 227,**
17 **227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of**
18 **Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 245-249, 351, 353,**
19 **and 403, subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450,**
20 **511, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921,**
21 **922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, 1153, 1197.5,**
22 **1198 via the applicable Wage Order, subdivision (b) of Section 1198.3, Sections**
23 **1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301,**
24 **1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695,**
25 **subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9,**
26 **1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, 1700.47,**
27 **1735, 1777.5, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2,**
28 **2751, 2800, 2801, 2806, and 2810, subdivision (b) of Section 2929, and Sections**

3073.6, 6310, 6311, and 6399.7 and the Applicable Wage Order

(Against all Defendants)

224. Plaintiffs re-allege and incorporate by reference the foregoing allegations as though set forth herein.

225. This claim is premised on Plaintiffs' right to pursue all Labor Code claims on behalf of Aggrieved Employees per *Huff v. Securitas Security Services USA, Inc.*, 23 Cal. App. 5th 745 (2018).

226. Pursuant to Labor Code § 2699, any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or employees for violation of the 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 Labor Code § 2699.3.

227. Plaintiffs are informed and believe, and based thereon allege, that because of the acts alleged above and Defendants' violations of the Labor Code provisions alleged herein, Plaintiffs are entitled to penalties under Labor Code §§ 2698 and 2699.

228. Plaintiffs are "aggrieved employees" because Plaintiffs were employed by the alleged violator and had one or more of the alleged violations committed against Plaintiffs, and therefore are properly suited to represent the interests of other current and former Represented Employees.

229. Labor Code § 2699(f) imposes upon Defendants, and each of them, civil penalties of one hundred dollars (\$100) per pay period, per aggrieved employee for initial violations, and two hundred dollars (\$200) per pay period, per aggrieved employee for subsequent violations for all Labor Code provisions for which a civil penalty is not specifically provided.

230. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them, penalties for violating Labor Code subdivision (k) of Section 96, Sections 98.6, 201.5,

201.7, 203.1, 203.5, 204a, 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, 224, 226.7, 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, 245-249, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 511, 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, 1197.5, 1198 via the applicable Wage Order, subdivision (b) of Section 1198.3, Sections 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, 1700.47, 1735, 1777.5, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3073.6, 6310, 6311, and 6399.7.

231. Labor Code § 558 establishes a civil penalty as follows: Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission (including the “Hours and Days of Work” section of the Wage Order) shall be subject to a civil penalty of (1) for any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages; (2) for each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages; and (3) wages recovered pursuant to this section shall be paid to the affected employee.

232. Wherefore, pursuant to Labor Code § 2699, Plaintiffs on behalf of the State of California and Aggrieved Employees seek to recover from Defendants, and

1 each of them, penalties, attorneys' fees, and costs incurred herein in an amount to be
2 determined at trial.

3 **PRAYER FOR RELIEF**

4 WHEREFORE, Plaintiffs pray for judgment against Defendants as follows:

5 1. That Defendants be found liable to the Plaintiffs on behalf of the State of
6 California and Aggrieved Employees;

7 2. For all remedies available to the to the Plaintiffs on behalf of the State of
8 California and Aggrieved Employees under the applicable provisions of the Labor
9 Code including an award of attorneys' fees, costs, interest, liquidated damages,
10 damages, penalties and waiting time penalties according to proof to the extent
11 permitted by law;

12 3. For special and general damages to the Plaintiffs on behalf of the State of
13 California and Aggrieved Employees;

14 4. For all remedies available to the Plaintiffs on behalf of the State of
15 California and Aggrieved Employees under the applicable provisions of the Labor
16 Code via the PAGA Labor Code § 2698, *et seq.* including an award of attorneys' fees,
17 costs, interest, liquidated damages, damages, penalties and waiting time penalties
18 according to proof to the extent permitted by law;

19 5. For maximum civil penalties available to the Plaintiffs on behalf of the
20 State of California and Aggrieved Employees under the Labor Code and applicable
21 Wage Order as described more particularly in this Complaint, representative PAGA
22 claims including the payment of wages as set forth in Labor Code § 558;

23 6. That Plaintiffs on behalf of the State of California and Aggrieved
24 Employees be awarded reasonable attorneys' fees where available by law, including
25 but not limited to pursuant to Labor Code § 2698, *et seq.*, Code of Civil Procedure §
26 1021.5, and/or other applicable laws; and

27 7. For any other relief the Court may deem just, proper, and equitable,
28 including but not limited to injunctive relief requiring, among other things, that

1 Defendants classify contractors as employees, not independent contractors.

2

3 Dated: September 12, 2025

Law Office of Thomas D. Rutledge

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By: DRAFT

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Thomas D. Rutledge, Esq.

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Attorneys for Plaintiffs

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