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January 9, 2026

VIA ONLINE SUBMISSION
Attn. PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

VIA CERTIFIED MAIL,
RETURN RECEIPT REQUESTED
Load Up Technologies, LLC
c/o Gregory James Workmon
14718 Taylor Road
Alpharetta, GA 30004

Re: ***Alexis Bronson, et al. v. Load Up Technologies, LLC***
PAGA Claim Notice

To Whom It May Concern:

We represent Alexis Bronson ("Plaintiff") in his Private Attorney General Act ("PAGA") action pursuant to Labor Code section 2699, et seq., against Load Up Technologies, LLC ("LoadUp" or "Defendant"). This letter constitutes Plaintiff's written notice of Defendant's alleged Labor Code violations pursuant to Labor Code section 2699.3 and notice of his intent to obtain injunctive relief and recover penalties under PAGA. A copy of this letter is also being sent to Defendant.

LoadUp operates as a nationwide logistics platform for "on-demand junk removal" that connects businesses and individuals with "Loaders" for junk removal, as well as item assembly and moving labor. Its customers use LoadUp's services to remove, transport and dispose of items including household junk, old mattresses, furniture, grills, appliances, exercise equipment, tools, office furniture and other heavy and bulky items. Loaders can also be hired to assemble, move, load, or unload large or bulky items that are not being disposed of, as well as to perform general day labor. Loaders use their own vehicles, which are required to be cargo vans, pick-up trucks, or box trucks, as well as trailers. Loaders are also required to have a helper and cannot work alone for most jobs.

Loaders use the LoadUp application to accept jobs and are paid on a piece-rate basis for each completed job. Payment is determined by factors such as distance travelled, vehicle type required, and load size or weight. Despite the integral role of these Loaders in fulfilling LoadUp's business operations, Defendant misclassifies its Loaders as independent contractors rather than employees. This misclassification violates California law under Labor Code section 226.8 and deprives workers of essential labor protections.

Defendant fails to pay Loaders for all hours worked, including nonproductive time when workers are under its control, but not actively engaged in completing a job. For example, Loaders must often wait for job offers, remain on-call during designated periods, or drive long distances without receiving any compensation for this time. California law requires employers to pay at least minimum wage for all hours worked, including nonproductive time (Labor Code sections 1194, 1197, and 226.2). By failing to compensate Loaders for this time, Defendant violates these statutory obligations.

Because Loaders are paid on a piece-rate basis, Defendant also fails to provide separate compensation for rest breaks as also required by Labor Code section 226.2. California law mandates that piece-rate workers be paid separately for rest breaks at an average hourly rate based on their earnings during the workweek. Defendant's failure to provide this required compensation results in owed rest break premium pay for every shift during which Loaders qualify for rest breaks under California law.

Defendant does not reimburse Loaders for necessary business expenses incurred while performing work assignments in violation of Labor Code section 2802. Loaders are required to use their personal vehicles (including fuel and maintenance), insurance policies (including vehicle insurance, workers compensation, commercial and/or occupational accident insurance), and data-enabled smartphones to complete jobs, but are not reimbursed for these expenses. Loaders are also responsible for paying for background checks for themselves and their helpers, and disposal fees to dispose of collected items at dump sites. This places an undue financial burden on workers who must bear the costs associated with performing their job duties. LoadUp also utilizes the Stripe payment application to pay Loaders their earnings, however, Loaders are required to pay Stripe a fee to access their earnings, in violation of Labor Code section 212.

Furthermore, Defendant fails to provide compliant meal and rest breaks or compensate Loaders for missed breaks as required by Labor Code sections 226.7 and 512. Many Loaders work hours exceeding eight per day or forty per week without receiving overtime pay as required under Labor Code section 510.

Defendant also fails to issue accurate itemized wage statements that comply with Labor Code section 226(a). Workers are not provided with wage statements that accurately reflect their earnings, hours worked, or applicable pay rates, depriving them of transparency regarding their compensation and violating their rights under California law. In fact, Loaders are required by LoadUp to invoice LoadUp using a third-party payment processing application, such as Stripe. And, under the terms of its Loader Agreement, any amount not invoiced within 60 days are deemed forfeited.

Defendant also unlawfully deducts processing fees from tips paid to Loaders in violation of Labor Code section 351. LoadUp requires all tips to be routed through its platform.

Finally, Defendant fails to timely pay all wages due upon termination of employment in violation of Labor Code sections 201–203. By failing to pay all earned wages during employment—including minimum wages for nonproductive time and separate compensation for rest breaks—Defendant also fails to ensure that all wages are paid promptly upon separation from employment as required by California law.

LoadUp's misclassification practices also harm its competitors by giving it an unfair advantage over companies that comply with labor laws and properly classify their workers as employees. By avoiding payroll taxes and other costs associated with employment relationships, LoadUp undermines fair competition in the logistics industry while denying its workers critical protections under California law.

Pursuant to Labor Code sections 226.2, 1194, 1197, and applicable Wage Orders, Defendant must compensate Plaintiff and similarly situated workers for all hours worked—including nonproductive time or on-call time when the worker is under the control of the employer.

In light of these violations, Plaintiff respectfully requests that the Labor and Workforce Development Agency ("LWDA") initiate an investigation into Defendant's labor practices. If the LWDA declines to pursue enforcement within the statutory period, Plaintiff intends to proceed with this PAGA action on behalf of themselves and all similarly aggrieved individuals for injunctive and monetary relief.

Thank you for your attention to this matter. Should you have any questions or require additional information, please do not hesitate to contact us.

Sincerely,
NICHOLAS & TOMASEVIC, LLP

Shaun Markley, Esq.
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