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April 9, 2026

File No. 817

**VIA INTERNET UPLOAD**

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

**VIA INTERNATIONAL MAIL**

President/CEO  
Ubeya Technologies Ltd.  
68 Harakevet Street  
Tel Aviv, 6777021  
Israel

**VIA CERTIFIED MAIL (HAND RECEIPT REQUESTED)(9589071052701973075337)**

Mccall Norton individually per LC § 558/558.1  
Mccall Peck individually per LC § 558/558.1  
President/CEO  
Norton National LLC & DOES 1-10  
7495 West Azure Drive  
Las Vegas, Nevada 89130

**VIA CERTIFIED MAIL (HAND RECEIPT REQUESTED)(9589071052701973075320)**

Julette Feld Grossman individually per LC § 558/558.1  
Lisa Joiner individually per LC § 558/558.1  
Nathan Lorton individually per LC § 558/558.1  
Steven Yaros individually per LC § 558/558.1  
President/CEO  
Feld Entertainment, Inc. & DOES 1-10  
800 Feld Way  
Palmetto, Florida 34221

**Re: *Hernandez, et al. v. Norton National LLC, et al.***

Sir or Madam:

This office represents **Stephanie 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 intend to seek injunctive relief and hereby 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 the abovenamed Defendants and DOE Defendants were "labor contractor[s]" and that the DOE Defendants 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,

*Thomas D. Rutledge*  
/s/Thomas D. Rutledge

Enclosure

Cc: Stephanie Hernandez (via e-mail)

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Attorney-at-Law  
16956 Via de Santa Fe, Suite 1847  
Rancho Santa Fe, California 92091-4606  
Telephone: (619) 886-7224  
Email: thomasrutledgelaw@gmail.com

Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO-CENTRAL DIVISION

STEPHANIE 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.

NORTON NATIONAL LLC, a Nevada  
limited liability company, MCCALL  
NORTON, an individual, MCCALL  
PECK, an individual, FELD  
ENTERTAINMENT, INC., a Delaware  
corporation, UBEYA TECHNOLOGIES  
LTD., an Isralian corporation and DOES  
1-50

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.**

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

4 **NATURE OF THE ACTION**

5 1. Plaintiff is suing in his individual capacity<sup>1</sup> and proceeding herein under  
6 the Private Attorneys General Act (PAGA) of 2004, as amended, Labor Code §§  
7 2698, *et seq.*, seeking civil penalties on behalf of the State of California and for all  
8 Aggrieved Employees. *Adolph v. Uber Technologies, Inc.*, 14 Cal. 5th 1104 (2023).

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

12 3. Defendants employ, directly or indirectly, thousands of Aggrieved  
13 Employees statewide as independent contractors.

14 4. Defendants partner with various employers that need cheap labor.

15 5. Defendants and its partner employers maintain an unfair competitive  
16 advantage by misclassifying so-called “contractors” as independent contractors and  
17 evading long-established worker protections under California law.

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

20 7. Through this misclassification, Defendants avoid paying Aggrieved  
21 Employees a lawful wage and unlawfully defers expenses to its Aggrieved  
22 Employees.

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

26  
27 <sup>1</sup> Plaintiff reserves the right to pursue nonindividual PAGA claims within the meaning of  
28 *Balderas v. Fresh Start Harvesting*, 101 Cal. App. 5th 533 (2024); *Rodriguez v. Packers Sanitation  
Srvs., Inc.*, 95 Cal. App. 5th 682 (2025)

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

11           10. Because Defendants' so-called contractors (i.e., Aggrieved Employees)  
12 are employees, they have various entitlements under the California Labor Code,  
13 including, but not limited to, minimum wage, overtime pay, meal breaks, paid rest  
14 breaks and reimbursement for expenses necessary to perform the job, yet Defendants  
15 fail to provide its contractors with any of these entitlements.

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

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

25 **JURISDICTION AND VENUE**

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

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

## THE PARTIES

10           16.     The State of California is the real party in interest in a PAGA action. *Kim*  
11 *v. Reins Int'l California, Inc.*, 9 Cal. 5th 73, 81 (2020) (the “government entity on  
12 whose behalf the plaintiff files suit is always the real party in interest.”).

13            17. Plaintiff STEPHANIE HERNANDEZ is an individual that resides in the  
14 County of San Diego, California.

15           18. Defendant NORTON NATIONAL LLC is a Nevada limited liability  
16 company doing business in California as an unregistered entity.

17           19. Defendant MCCALL NORTON is an individual and, upon information  
18 and belief, is and/or was Defendant NORTON NATIONAL LLC's corporate  
19 officer/managing agent and, as such, this Defendant is believed to be an "other person  
20 acting on behalf of an employer" within the meaning of Labor Code §§ 558 and  
21 558.1.

22           20. Defendant MCCALL PECK is an individual and, upon information and  
23 belief, is and/or was Defendant NORTON NATIONAL LLC's corporate  
24 officer/managing agent and, as such, this Defendant is believed to be an "other person  
25 acting on behalf of an employer" within the meaning of Labor Code §§ 558 and  
26 558.1.

27           21. Defendant FELD ENTERTAINMENT, INC. is a Delaware corporation  
28 that owns the rights to AMA Supercross doing business in California.

1           22. Defendant UBEYA TECHNOLOGIES LTD. Is an Israelian corporation  
2 doing business in California as an unregistered entity.

3           23. The true names and capacities, whether individual, corporate, associate,  
4 or otherwise of the Defendants named herein as DOES 1 through 50, are unknown to  
5 Plaintiffs at this time. Plaintiffs therefore sue said Defendants by such fictitious  
6 names pursuant to § 474 of the California Code of Civil Procedure. Plaintiffs will  
7 seek leave to amend this Complaint to allege the true names and capacities of DOES  
8 1 through 50 when the correct identities are ascertained. Plaintiffs are informed and  
9 believes, and based thereon alleges, that each of the DOE Defendants is in some  
10 manner liable to Plaintiffs for the events and actions alleged herein. All named  
11 Defendants and DOES 1 through 50 are collectively referred to as “Defendants.”

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

18           25. Plaintiffs are informed and believe, and based thereon allege that each  
19 Defendant was acting partly within and partly without the scope and course of their  
20 employment, and was acting with the knowledge, permission, consent, and  
21 ratification of every other Defendant.

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

28           27. Plaintiffs are informed and believe, and based thereon allege that each

1 of the Defendants are liable to Plaintiffs under legal theories and doctrines including  
2 but not limited to (1) joint employer; (2) integrated enterprise; (3) agency; and/or (4)  
3 alter ego, based in part, on the facts set forth below.

4 28. Plaintiffs are informed and believe, and based thereon allege that each of  
5 the named Defendants are part of an integrated enterprise and have acted or currently  
6 act as the employer and/or joint employer of Plaintiffs, making each of them liable for  
7 the wage and hour violations alleged herein.

8 29. Plaintiffs are informed and believe, and based thereon allege, that DOES  
9 1-100 were a "Client employer" within the meaning of Labor Code § 2810.3(a)(1)(A)  
10 and, as such, are jointly liable pursuant to Labor Code §§ 2753 and 2810.3.

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

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

15 32. Thus, Plaintiffs have the legal basis to file this Complaint to pursue the  
16 claims alleged in this Complaint against the abovementioned Defendants pursuant to  
17 Labor Code § 2810.3, *et seq.*

### 18 **GENERAL ALLEGATIONS**

19 33. Defendants NORTON NATIONAL LLC and UBEYA  
20 TECHNOLOGIES LTD. are employee staffing agencies that partner with various  
21 companies in California and is a hirer of thousands of people statewide to provide  
22 services to its customers.

23 34. Defendant FELD ENTERTAINMENT, INC. is a show production  
24 company that owns a number of traveling shows, including the AMA Supercross.

25 35. Defendant FELD ENTERTAINMENT, INC. is Defendants NORTON  
26 NATIONAL LLC's and UBEYA TECHNOLOGIES LTD.'s customer and/or partner.

27 36. Plaintiffs are informed and believe, and based thereon allege, that  
28 Defendant FELD ENTERTAINMENT, INC. use Defendants NORTON NATIONAL

1 LLC and UBEYA TECHNOLOGIES LTD. to, for example, communicate with, hire,  
2 and advertise open job assignments.

3 37. The typical user will see a job they are interested in doing advertised by  
4 Defendants and, if interested, the user must download the UBEYA application,  
5 register an account, and create a profile.

6 38. Users of UBEYA's application must provide Defendants with their  
7 personal information, such as their name, address, phone number, social security  
8 number, etc. and presumably are required to enter into an agreement with Defendants  
9 whereupon, if hired, Defendants misclassify them as independent contractors.

10 39. Defendants advertise position descriptions on various websites that  
11 outline various job duties, wage rates, job requirements for various job assignments.

12 **Defendants Misclassified Plaintiff and Aggrieved Employees as Independent**  
13 **Contractors.**

14 40. Defendants have and continue to misclassify its contractors (i.e.,  
15 Aggrieved Employees) as independent contractors instead of employees.

16 41. Defendants cannot meet its burden of proving its contractors (i.e.,  
17 Aggrieved Employees) are independent contractors.

18 42. Defendants exercise significant control over the work performed.

19 43. Plaintiff HERNANDEZ, for example, located her job with Defendants  
20 through Craigslist.

21 44. The posting directed her to a separate website hosted by Defendant  
22 UBEYA TECHNOLOGIES LTD.

23 45. Like Uber Technologies or Instacart, Plaintiffs are informed that  
24 Defendant UBEYA TECHNOLOGIES LTD. is an AI-powered, Tel Aviv-based SaaS  
25 company founded in 2017 that provides a comprehensive workforce management  
26 platform for temporary and shift-based employees by helping staffing agencies and  
27 businesses optimize scheduling, payroll, and recruitment, primarily for sectors like  
28 events, hospitality, and logistics. <https://www.ubeya.com>.

1           46. Defendant UBEYA TECHNOLOGIES LTD. required Plaintiff  
2 HERNANDEZ to download the “Ubeya” mobile application.

3           47. After downloading the application, Defendant UBEYA  
4 TECHNOLOGIES LTD. prompted Plaintiff HERNANDEZ to provide personal  
5 identifying information, including her name, address, Social Security number, and  
6 date of birth.

7           48. After completing the onboarding process, Defendant UBEYA  
8 TECHNOLOGIES LTD. informed Plaintiff HERNANDEZ of a job opportunity at a  
9 local venue in California.

10          49. Plaintiff was told the position involved post-event cleanup work for the  
11 AMA Supercross and that the pay rate would be \$20 per hour.

12          50. Plaintiff HERNANDEZ accepted the assignment and was provided with  
13 the dates and time to report.

14          51. On January 10, 2026, at approximately 7:00 p.m., Plaintiff  
15 HERNANDEZ reported to the designated worksite.

16          52. Upon arrival, Plaintiff met a team leader, who instructed her to scan a  
17 QR code and complete additional onboarding paperwork.

18          53. After completing the required forms, Defendants required Plaintiff  
19 HERNANDEZ to provide a confirmation code to another team leader.

20          54. Once verified, Plaintiff HERNANDEZ was permitted to join a group of  
21 other workers who had apparently completed the same onboarding process.

22          55. There were more than 50 workers approximately during this job.

23          56. During all times, Plaintiff HERNANDEZ was under control of  
24 managers.

25          57. Management instructed Plaintiff HERNANDEZ to wait from  
26 approximately 7:00 p.m. until after all attendees of the motocross event exited the  
27 stadium in a designated waiting area.

28          58. At about 10:00 p.m., management instructed Plaintiff HERNANDEZ and

1 her coworkers to enter the stadium and perform cleanup work.

2 59. Their duties consisted of removing debris and objects from the arena  
3 with their hands that could be manually handled while machines removed the heavy  
4 equipment.

5 60. Plaintiff HERNANDEZ and her coworkers worked continuously until  
6 approximately 3:30 a.m., during which time she repeatedly lifted, carried, and  
7 removed large objects from the field to prepare the venue for the next event, all while  
8 under the supervision of managers.

9 61. On January 24, 2026, at approximately 7:00 p.m., Plaintiff  
10 HERNANDEZ performed another shift at Angel Stadium of Anaheim for the same  
11 employer.

12 62. The process and job duties were the same as it was on January 10, 2026.

13 63. For each assignment, Plaintiff HERNANDEZ worked a total of eight  
14 hours with no breaks.

15 64. Plaintiff HERNANDEZ expected to receive no less than \$160 for each  
16 assignment, plus overtime.

17 65. Weeks later in the mail, Plaintiff HERNANDEZ received payment by  
18 mail from Defendant NORTON NATIONAL LLC.

19 66. Instead of paying Plaintiff HERNANDEZ the promised rate of \$20 per  
20 hour, Defendant NORTON NATIONAL LLC issued her two checks: one in the net  
21 amount of \$94.89 after deductions, including a \$48.30 “postage fee,” and a second  
22 check in the amount of \$130.

23 67. Defendant NORTON NATIONAL LLC contends that she was underpaid  
24 for all hours worked.

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

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

28 69. During all times relevant, Defendants employed the named Plaintiff to

1 perform cleanup work on an hourly basis.

2 70. Cleanup work is not a distinct trade.

3 71. Cleanup work does not require a special license, education, specialized  
4 training, or skill.

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

10 73. Despite failing to meet each prong of *Dynamex*, Defendants unilaterally  
11 characterized the named Plaintiff and continue to characterize contractors (i.e.,  
12 Aggrieved Employees) as independent contractors to evade the requirements under  
13 the California Labor Code.

14 74. Defendants did not guarantee the named Plaintiff and Aggrieved  
15 Employees minimum wage, overtime pay, sick pay, paid leave, health insurance, meal  
16 and rest breaks, which are normal requirements under state and local laws for  
17 employees.

18 75. Defendants did not reimburse the named Plaintiff and Aggrieved  
19 Employees for their work-related cell phone and data usage even though Defendants  
20 required contractors to keep and maintain a personal cell phone to do onboarding.

21 76. Defendants denied the named Plaintiff and continue to deny Aggrieved  
22 Employees the benefits and protections of employees.

23 77. The named Plaintiff is an “aggrieved employee” because Defendants  
24 employed named Plaintiff in California and the named Plaintiff experienced one or  
25 more of the alleged Labor Code violations.

26 78. California law provides that an aggrieved employee may file a  
27 representative action under the PAGA against an employer for civil penalties in  
28 connection with violations of the Labor Code and Wage Order.

1           79. Plaintiffs allege that current and former employees of Defendants  
2 suffered from Defendants' Labor Code violations.

3 **Wage Claims.**

4           80. During all times relevant and continuing to the present, and pursuant to  
5 company policy and/or practice and/or direction, Defendants failed to pay Aggrieved  
6 Employees all wages, e.g., overtime, minimum wages, local wages, etc., as required  
7 by law.

8           81. For example, during the timeframe alleged above, Defendants sent the  
9 named Plaintiff to work at various locations in California.

10          82. Defendants' managers told the named Plaintiff what work to perform,  
11 where to perform the work, when to perform the work, how to perform work, and to  
12 whom to report when they had questions during their assignment.

13          83. The named Plaintiff brought no tools, other than a cell phone, and  
14 instead used the tools, supplies, and products Defendants provided.

15          84. The named Plaintiff's shifts were fixed.

16          85. As alleged in this Complaint, Defendants did not compensate the  
17 Plaintiff for all hours worked, including overtime.

18 **Wage Statement Claims.**

19          86. During all times relevant and continuing to the present, and pursuant to  
20 company policy and/or practice and/or direction, Defendants failed to issue Plaintiff  
21 and other Aggrieved Employees wage and earning statements.

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

23          87. During all times relevant and continuing to the present, and pursuant to  
24 company policy and/or practice and/or direction, Defendants deprived Aggrieved  
25 Employees from taking lawful meal and rest periods and did not pay and refused to  
26 pay premium pay to Aggrieved Employees despite knowing Aggrieved Employees  
27 involuntarily missed their meal and rest breaks.  
28

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

2 88. During all times relevant and continuing to the present, and pursuant to  
3 company policy and/or practice and/or direction, Defendants failed to reimburse  
4 Aggrieved Employees for all work-related expenses.

5 **Untimely Pay Claims.**

6 89. During all times relevant and continuing to the present, and pursuant to  
7 company policy and/or practice and/or direction, the named Plaintiff and Aggrieved  
8 Employees did not receive their pay in a timely manner or their final paychecks  
9 immediately upon involuntary termination or within 72 hours of voluntary separation,  
10 were not paid final wages at the location of employment, and said final paychecks did  
11 not include all wages due to the employee.

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

14 **REPRESENTATIVE ACTION (PAGA) CLAIMS**

15 91. This representative action filed pursuant to PAGA, §§ 2698, 2699  
16 generally consists of the following group:

17 **All current or former people Defendants characterized and**  
18 **employed as independent contractors in California from**  
19 **April 9, 2025 to the present.**

20 92. All members of the represented group are referred to as the “Aggrieved  
21 Employees.”

22 93. The “Representative Period” means from **April 9, 2025 to the present.**

23 94. Plaintiff further alleges, on information and belief, that Aggrieved  
24 Employees, did not receive all wages due at the time their employment ended with  
25 Defendants.

26 95. On information and belief, Defendants current and former employees  
27 were subject to wage and hour violations by Defendants, including failing to be paid  
28 for all wages due.

1           96. California law provides that an employee may file an action against an  
2 employer for penalties in connection with violations of the Labor Code and Wage  
3 Orders provided the aggrieved employee file an action on behalf of him or herself and  
4 similarly situated current and former employees.

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

12           98. As set forth in further detail below, because of the analysis and  
13 investigation of the Plaintiffs' claims, Plaintiffs' attorneys sent the required  
14 correspondence to the California Labor and Workforce Development Agency  
15 (LWDA) and to Defendants informing Defendants of Plaintiffs' claims and Plaintiffs'  
16 intent to pursue litigation.

### 17                   **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

18           99. Pursuant to the PAGA, on **April 9, 2026**, Plaintiffs, via counsel, sent  
19 correspondence to the LWDA and Defendants via certified U.S. Mail indicating that  
20 Plaintiffs are pursuing the claims alleged in this Complaint.

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

25           101. Therefore, Plaintiffs **HAVE NOT** exhausted Plaintiffs' administrative  
26 remedies to pursue claims and remedies as authorized by the PAGA, yet.

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

- 1 a. This action involves allegations of violations of provisions of  
2 the California Labor Code that provide for a civil penalty to be  
3 assessed and collected by the LWDA or any departments,  
4 divisions, commissions, boards, agencies, or employees;  
5 b. Plaintiffs are “aggrieved employees” because Defendants  
6 employed the named Plaintiff and Plaintiff is the victim of one  
7 or more of the Labor Code violations alleged in this Complaint  
8 committed by the Defendants; and  
9 c. Plaintiffs have satisfied the procedural requirements of  
10 Labor Code § 2699.3, as set forth above.

11 **FIRST CAUSE OF ACTION**

12 **Representative Claim via the PAGA for**

13 **Failure to Pay State Minimum/Regular/Local Wages**  
14 **in Violation of California Labor Code §§ 200, 218, 218.5, 1182.12, 1194,**  
15 **1197, 1197.1, 1811, 1815, and 1198 via the applicable Wage Order**  
16 **(Against all Defendants)**

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

19 104. Pursuant to California law, including but not limited to Labor Code §§  
20 200, 218, 218.5, 1194, 1197, 1197.1, 1811, 1815, 1198, and depending on the local  
21 jurisdiction, such as the Cities of Los Angeles, San Diego, San Francisco, etc., it is  
22 unlawful for a California employer to suffer or permit an employee to work without  
23 paying wages for all hours worked, as required by the applicable Industrial Welfare  
24 Commission (IWC) Wage Order and/or local law.

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

28 106. During all times relevant, Defendants were required to pay Plaintiffs and

1 other members of the Aggrieved Employees their respective hourly rate for all hours  
2 worked and/or minimum wages per state law or applicable local law.

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

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

8 109. During the PAGA Period and based on the misconduct alleged above,  
9 Defendants did not pay Plaintiffs and Aggrieved Employees minimum/regular/local  
10 wages for all hours suffered or permitted to work in violation of state and/or local  
11 law.

12 110. Labor Code § 1194 subdivision (a) permits an action to recover wages  
13 because of the payment of a wage less than the minimum wage "applicable to the  
14 employee" including attorneys' fees, costs, and interest.

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

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

26 113. As a direct result, Aggrieved Employees have suffered and continue to  
27 suffer, substantial losses related to the use and enjoyment of such compensation,  
28 wages, lost interest on such monies and expenses and attorneys' fees in seeking to

1 compel Defendants to fully perform their obligations under state and/or local law.

2 114. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of  
3 them, a penalty of one hundred dollars (\$100.00) for each aggrieved employee per  
4 pay period for the initial violation and two hundred (\$200.00) for each aggrieved  
5 employee per pay period for each subsequent violation in which Defendants violated  
6 the minimum/regular/ and or local wage provisions of California law, including but  
7 not limited to §§ 216, 218, 218.5, 227.3, 558, 1194, 1197, 1197.1, 1811, 1815,  
8 1182.12, 1194.2, 1197, and 1198 the exact amount of the applicable penalty is all in  
9 an amount to be shown according to proof at trial.

10 115. 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 **SECOND CAUSE OF ACTION**

### 15 **Representative Claim via the PAGA for**

### 16 **Failure to Pay State Overtime and/or Double-Time Compensation** 17 **in Violation of California Labor Code §§ 216, 218, 218.5, 225.5, 510,** 18 **1182.12, 1194, 1194.2, 1197, 1197.1,** 19 **1811, 1815, and 1198 via the Applicable IWC Wage Order** 20 **(Against all Defendants)**

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

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

25 118. During all times relevant, one or more of the IWC Wage Orders applied  
26 to Plaintiffs' employment with Defendants.

27 119. Pursuant to § 2(K) of the applicable Wage Order(s), including Wage  
28 Order 4, "hours worked" include the time during which an employee is "suffered or

1 permitted to work, whether or not required to do so.”

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

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

9 122. For each hour (or fraction thereof) an employee works more than  
10 twelve (12) hours in one day or more than eight (8) hours a day on the seventh  
11 consecutive day of work, the employer must compensate the employee at the rate of  
12 no less than twice the regular rate of pay for that employee. (*Ibid.*)

13 123. During all times relevant, and pursuant to company policy and/or  
14 practice and/or direction, Defendants required Aggrieved Employees to work more  
15 than 40 hours per week and/or eight hours in a workday to which they had the right to  
16 receive wages and Defendants did not pay Plaintiff and the Aggrieved Employees all  
17 overtime compensation to which they should have received at the applicable wage  
18 rate.

19 124. As alleged herein, Defendants failed to pay Aggrieved Employees all  
20 overtime to which they had a right to receive.

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

24 126. At all material times, Defendants were and/or are Aggrieved Employees’  
25 employers or persons acting on behalf of Aggrieved Employees’ employer, within the  
26 meaning of California Labor Code §§ 558 and 558.1, who violated or caused to be  
27 violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision  
28 regulating hours and days of work in any Order of the Industrial Welfare Commission

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

3 127. In committing the violations of state law as herein alleged, Defendants  
4 have knowingly and willfully refused to perform their obligations to compensate  
5 Aggrieved Employees for all wages earned and all hours worked.

6 128. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them,  
7 a penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay  
8 period for the initial violation and two hundred (\$200.00) for each aggrieved  
9 employee per pay period for each subsequent violation in which Defendants violated  
10 the overtime provisions of the Labor Code, including but not limited to §§ 510, 558  
11 and 1194, the exact amount of the penalties sought is in an amount to be shown  
12 according to proof at trial.

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

### 17 **THIRD CAUSE OF ACTION**

#### 18 **Representative Claim via the PAGA for**

#### 19 **Failure to Timely Pay Earned Wages Upon Separation of Employment in** 20 **Violation of California Labor Code §§ 201, 201.3, 202, 203, 204, 204b, 204.2, 210,** 21 **218.5, 218.6, 256, and 1198 via the applicable Wage Order**

22 (Against all Defendants)

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

25 131. Pursuant to Labor Code § 201, "If an employer discharges an employee,  
26 the wages earned and unpaid at the time of discharge are due and payable  
27 immediately."

28 132. Pursuant to Labor Code § 201.3, "If an employee is assigned to work for

1 a client on a day-to-day basis, that employee's wages are due and payable at the end  
2 of each day, regardless of when the assignment ends..."

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

8 134. Labor Code § 203 provides, in pertinent part: "If an employer willfully  
9 fails to pay, without abatement or reduction, ... any wages of an employee who is  
10 discharged or who quits, the wages of the employee shall continue as a penalty from  
11 the due date thereof at the same rate until paid or until an action therefore is  
12 commenced; but the wages shall not continue for more than 30 days. ..."

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

16 136. Pursuant to Labor Code § 204b, "Labor performed by a weekly-paid  
17 employee during any calendar week and prior to or on the regular payday shall be  
18 paid for not later than the regular payday of the employer for such weekly-paid  
19 employee falling during the following calendar week."

20 137. Defendants did not properly pay Plaintiff and Aggrieved Employees  
21 pursuant to the requirements of Labor Code, including but not limited to §§ 201,  
22 201.3, 202, 203, 204, 204b, 204.2, 210, 218.5, 218.6, 256 and thereby Plaintiffs seek  
23 the unpaid wages.

24 138. To date, Defendants have not paid terminated Aggrieved Employees all  
25 earned wages as required by law and did not and continue to fails to pay current  
26 employees in a timely manner as required by law.

27 139. At all material times, Defendants and DOES 1 through 50 were and/or  
28 are Aggrieved Employees' employers or persons acting on behalf of Aggrieved

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

6 140. In committing the violations of state law as herein alleged, Defendants  
7 have knowingly and willfully refused to perform their obligations to compensate  
8 Aggrieved Employees for all wages earned and all hours worked.

9 141. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them,  
10 a penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay  
11 period for the initial violation and two hundred (\$200.00) for each aggrieved  
12 employee per pay period for each subsequent violation in which Defendants violated  
13 the Labor Code, including but not limited to §§ 201, 201.3, 202, 203, 204, 204b,  
14 204.2, 210, 218.5, 218.6, 256.

15 142. As alleged above, Defendants have deprived Plaintiffs and Aggrieved  
16 Employees of their rightfully earned wages as a direct and proximate result of  
17 Defendants' failure and refusal to pay said compensation and for the reasons alleged  
18 in this Complaint.

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

#### 23 **FOURTH CAUSE OF ACTION**

#### 24 **Representative Claim for Penalties via the PAGA for** 25 **Failure to Comply with the Meal and Rest Break Requirements Under Labor** 26 **Code §§ 226.7, 512, and 1198 via the applicable IWC Wage Order** 27 **(Against all Defendants)**

28 144. Plaintiffs re-allege and incorporate by reference the foregoing allegations

1 as though set forth herein.

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

5 146. Because of Defendants' illegal pay practices, said Defendants failed to  
6 pay Plaintiffs and Aggrieved Employees for all meal and rest breaks despite their  
7 requirement under California law and, as such, all culpable Defendants are required to  
8 pay Plaintiffs and Aggrieved Employees for rest break and/or meal break premium  
9 wages.

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

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

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

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

1 determined at trial.

2 **FIFTH CAUSE OF ACTION**

3 **Representative Claim for Penalties via the PAGA for**  
4 **Violations of California Labor Code §§ 226, 226.3, 226.6,**  
5 **and 1198 via the applicable IWC Wage Order**  
6 **(Against all Defendants)**

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

9 152. Plaintiffs allege that Labor Code § 226 subdivision (a) requires, in  
10 pertinent part, that every employer shall, “semimonthly or at the time of each  
11 payment of wages, shall furnish to his or her employees, either as a detachable part of  
12 the check, draft, or voucher paying the employee's wages, or separately if wages are  
13 paid by personal check or cash, an accurate itemized statement in writing showing (1)  
14 gross wages earned, (2) total hours worked by the employee. . . (3) the number of  
15 piece-rate units earned and any applicable piece rate if the employee is paid on a  
16 piece-rate basis, (4) all deductions, provided that all deductions made on written  
17 orders of the employee may be aggregated and shown as one item, (5) net wages  
18 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the  
19 name of the employee and only the last four digits of his or her social security  
20 number..., (8) the name and address of the legal entity that is the employer. . . , and  
21 (9) all applicable hourly rates in effect during the pay period and the corresponding  
22 number of hours worked at each hourly rate by the employee and, beginning July 1,  
23 2013, if the employer is a temporary services employer as defined in Section 201.3,  
24 the rate of pay and the total hours worked for each temporary services assignment. . .”

25 153. Based on the foregoing allegations, Defendants did not provide any wage  
26 statements to the Aggrieved Employees Period and, thus, Plaintiffs assert this claim as  
27 a stand-alone claim.

28 154. 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.

7 155. 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, the exact amount  
12 of the applicable penalty is all in an amount to be shown according to proof at trial.

13 156. 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 **SIXTH CAUSE OF ACTION**

### 18 **Representative Claim for Penalties via the PAGA**

#### 19 **For Failure to Maintain Required Records in Violation of California**

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

21 (Against All Defendants)

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

24 158. Section 7 of the applicable Wage Order requires every employer to  
25 maintain time and payroll records.

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

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

8 161. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants a  
9 penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period  
10 for the initial violation and two hundred (\$200.00) for each aggrieved employee per  
11 pay period for each subsequent violation in which all culpable Defendants violated  
12 the applicable Cal. Labor Code provisions alleged in this Complaint, the exact amount  
13 of the applicable penalty is all in an amount to be shown according to proof at trial.

14 162. 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 **SEVENTH CAUSE OF ACTION**

### 19 **Representative Claim for Penalties via the PAGA Claim for**

### 20 **Failure to Reimburse Business Expenses**

### 21 **in Violation of Labor Code §§ 1198 and 2802**

22 **(Against All Defendants)**

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

25 164. Pursuant to California Labor Code § 2802, an employer must indemnify  
26 its employees “for all necessary expenditures or losses incurred by the employee in  
27 direct consequence of the discharge of his or her duties . . . .”

28 165. Plaintiffs made necessary expenditures and incurred losses as a direct

1 consequence of the discharge of their duties and in obedience to the directions of  
2 Defendants including, but not limited to, mileage, automobile, cell phone, and internet  
3 expenses.

4 166. On information and belief, Defendants knew Plaintiffs were incurring the  
5 expenses and were responsible for reimbursing Aggrieved Employees for their  
6 expenditures and losses as a direct consequence of the discharge of their duties, but  
7 failed to do so.

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

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

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

## 26 **EIGHTH CAUSE OF ACTION**

### 27 **Representative Claim for Civil Penalties Under the PAGA for**

### 28 **Violations of Labor Code §§ 246-249 and**

## Municipal Paid Sick Leave Ordinances

(Against all Defendants)

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

171. Under Labor Code §§ 245-249, and in some jurisdictions local law, employers in California must provide employees with paid sick leave to be paid at a specified rate of pay which must factor in additional earnings during a given pay period wherein such leave is used. *Wood v. Kaiser Foundation Hospitals*, 88 Cal. App. 5th 742 (2023).

172. Under Labor Code § 247.5, “An employer shall keep for at least three years records documenting the hours worked and paid sick days accrued and used by an employee, and shall allow the Labor Commissioner to access these records pursuant to the requirements set forth in Section 1174.”

173. Further, Labor Code § 247.5, subdivision (a), requires employers doing business in the State of California to make sick pay records “available to an employee in the same manner as described in Section 226.”

174. Defendants did not pay sick leave to Aggrieved Employees in violation of California law.

175. Defendants have failed to (1) provide paid sick leave; (2) include required information about paid sick leave in wage notices and/or wage statements, including without limitation information on the amount of paid sick leave hours accrued; (3) provide required information about paid sick leave to employees, including without limitation at the time of hire; (4) at the time of hire, provide employees with written notice of the employer's name, address, and telephone number; (5) provide required information about paid sick leave in English, Spanish, Chinese, and in all languages spoken by 5% or more of the employees; (6) post required sick leave notices; (7) maintain payroll records; and/or (8) provide wage statements, and therefore Defendants have violated one or more municipal sick leave

ordinances, including without limitation the sick leave ordinances of Berkeley, Emeryville, Long Beach, Los Angeles, Oakland, San Diego, San Francisco, and Santa Monica.

176. The PAGA imposes upon Defendants, and each of them, civil penalties for violating Labor Code §§ 246-249.

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

178. 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.

179. 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.

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

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

182. Wherefore, 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.

## **NINTH CAUSE OF ACTION**

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

(Against all Defendants)

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

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

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

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

1 penalties or fines permitted by law.”

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

7 188. Defendants’ misclassification of the contractors as independent  
8 contractors, as demonstrated by the decision of the Labor Commissioner of the State  
9 of California in *Berwick v. Uber Technologies*, Cal. Lab. Comm’r Dec. No. 11-46739  
10 (June 3, 2015), the California Unemployment Insurance Appeals Board ruling (No.:  
11 5371509- June, 1, 2015) that an Uber driver is an employee eligible to obtain  
12 unemployment benefits, the California Supreme Court’s decision in *Dynamex*  
13 *Operations West, Inc. v. Superior Court*, 4 Cal. 5th 903 (2018), the enactment of A.B.  
14 5, the injunction issued against Instacart in *People of the State of California v.*  
15 *Maplebear, Inc., Superior Court of California*, County of San Diego, Case No. 37-  
16 2019-00048731-CU-MC-CTL, other changes in common law and state law, and other  
17 complaints, claims, and lawsuits against other industry players, constitutes willful  
18 misclassification in violation of California Labor Code § 226.8.

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

21 190. 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.

28 191. Wherefore, pursuant to Labor Code § 2699, Plaintiffs on behalf of the

1 State of California and Aggrieved Employees seek to recover from Defendants, and  
2 each of them, penalties, attorneys' fees, and costs incurred herein in an amount to be  
3 determined at trial.

4 **TENTH CAUSE OF ACTION**

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

6 (Against all Defendants)

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

9 193. Upon information and belief, Defendants did not secure workers'  
10 compensation for the Aggrieved Employees, in violation of Labor Code §§ 3700,  
11 3700.5, 3712, 3715.

12 194. Because of Defendant's violations of those statutes, Defendant is subject  
13 to the penalties and fines per Labor Code § 3700.5 and the PAGA for each aggrieved  
14 employee per pay period.

15 195. 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.

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

26 **ELEVENTH CAUSE OF ACTION**

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

28 **Under California Labor Code §§ 2698, 2699, *et seq.* for**

**Violations of California 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, 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)**

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

198. 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.

199. 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 §§

1 2698 and 2699.

2 200. Plaintiffs are “aggrieved employees” because Plaintiffs were employed  
3 by the alleged violator and had one or more of the alleged violations committed  
4 against Plaintiffs, and therefore are properly suited to represent the interests of other  
5 current and former Represented Employees.

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

11 202. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them,  
12 penalties for violating Labor Code subdivision (k) of Section 96, Sections 98.6, 201.5,  
13 201.7, 203.1, 203.5, 204a, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212,  
14 subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, 224, 226.7, 227, 227.3,  
15 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232,  
16 subdivision (c) of Section 232.5, Sections 233, 234, 245-249, 351, 353, and 403,  
17 subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 511, 513, 551,  
18 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970,  
19 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, 1153, 1197.5, 1198 via the  
20 applicable Wage Order, subdivision (b) of Section 1198.3, Sections 1199.5, 1290,  
21 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1,  
22 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of  
23 Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5,  
24 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, 1700.47, 1735, 1777.5,  
25 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801,  
26 2806, and 2810, subdivision (b) of Section 2929, and Sections 3073.6, 6310, 6311,  
27 and 6399.7.

28 203. Labor Code § 558 establishes a civil penalty as follows: Any employer

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

11 204. 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 **PRAYER FOR RELIEF**

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

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

19 2. For all remedies available to the to the Plaintiffs on behalf of the State of  
20 California and Aggrieved Employees under the applicable provisions of the Labor  
21 Code including an award of attorneys’ fees, costs, interest, liquidated damages,  
22 damages, penalties and waiting time penalties according to proof to the extent  
23 permitted by law;

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

26 4. For all remedies available to the Plaintiffs on behalf of the State of  
27 California and Aggrieved Employees under the applicable provisions of the Labor  
28 Code via the PAGA Labor Code § 2698, *et seq.* including an award of attorneys’ fees,

1 costs, interest, liquidated damages, damages, penalties and waiting time penalties  
2 according to proof to the extent permitted by law;

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

7 6. That Plaintiffs on behalf of the State of California and Aggrieved  
8 Employees be awarded reasonable attorneys' fees where available by law, including  
9 but not limited to pursuant to Labor Code § 2698, *et seq.*, Code of Civil Procedure §  
10 1021.5, and/or other applicable laws; and

11 7. For any other relief the Court may deem just, proper, and equitable,  
12 including but not limited to injunctive relief requiring, among other things, that  
13 Defendants classify contractors as employees, not independent contractors.

14  
15 Dated: April 9, 2026

Law Office of Thomas D. Rutledge

16 By: DRAFT  
17 Thomas D. Rutledge, Esq.  
18 Attorneys for Plaintiffs  
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