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SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO

**COURT FAISON, on behalf of the State
of California and Aggrieved Employees,**

Plaintiff,

v.

**NOMAD TRANSIT LLC; VIA
TRANSPORTATION, INC.; and DOES 1
through 100, inclusive,**

Defendants.

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Superior Court of California
County of San Bernardino
Rancho Cucamonga District
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By: Tania Gonzalez, DEPUTY

Case No. CIVRS2607177

**COMPLAINT FOR PENALTIES PURSUANT
TO SECTIONS 2699(a) AND (f) OF THE
CALIFORNIA LABOR CODE PRIVATE
ATTORNEYS GENERAL ACT**

DEMAND FOR JURY TRIAL

1 Plaintiff Court Faison (“Plaintiff”), on behalf of the State of California and Aggrieved
2 Employees, complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this enforcement action against Nomad Transit LLC and Via
5 Transportation Inc. (“Defendants”) on behalf of the State of California to collect penalties as a result
6 of Defendants’ systematic violations of California labor law with respect to Defendants’ practice of
7 unlawfully misclassifying their “drivers” (the “Aggrieved Employees”) as independent contractors
8 exempt from the provisions of California wage and hour laws in the State of California.

9 2. Despite classifying their drivers as “independent contractors,” Defendants treat
10 Plaintiff and Aggrieved Employees, as employees.

11 3. As a result of their unlawful misclassification policy and practice, Defendants: (1)
12 fail to pay Plaintiff and Aggrieved Employees minimum wages for all hours worked; (2) fail to pay
13 Plaintiff and Aggrieved Employees overtime wages; (3) fail to provide or make available to Plaintiff
14 and Aggrieved Employees the meal periods to which they are entitled by law, and fail to pay
15 premium compensation payment for non-compliant meal breaks; (4) fail to authorize and permit
16 rest periods available to Plaintiff and Aggrieved Employees, and fail to pay premium compensation
17 payment for non-compliant rest periods; (5) fail to reimburse Plaintiff and Aggrieved Employees
18 for necessary business expenses; and (6) fail to provide Plaintiff and Aggrieved Employees with
19 accurate, itemized wage statements.

20 4. Plaintiff, on behalf of the State of California, seeks to recover penalties and
21 reasonable attorneys’ fees for these violations pursuant to Sections 2699(a) and (f) of the California
22 Labor Code Private Attorneys General Act (“PAGA”).

23 **PARTIES**

24 5. Plaintiff Court Faison is an individual over the age of eighteen, and at all times
25 mentioned in this Complaint, was a resident of the State of California.

26 6. Plaintiff is currently employed by Defendants as a driver or “driver partner.” Plaintiff
27 started working for Defendants in December 2025. Plaintiff works for Defendants in Ontario,
28 California.

1 7. At all relevant times, Defendants misclassified Plaintiff as an independent contractor
2 when he is in fact a non-exempt employee.

3 8. The Aggrieved Employees are all individuals who are or were employed by
4 Defendants in California as nonexempt drivers or in any similar capacity, and who were
5 misclassified as independent contractors.

6 9. Plaintiff is informed, believes, and thereon alleges that Defendant Nomad Transit
7 LLC, is corporation formed in Delaware and is headquartered in New York. Defendant Nomad
8 Transit LLC is registered to do business in California, does business in California and employs
9 and/or employed hourly, non-exempt employees, including Plaintiff and Aggrieved Employees in
10 California. Defendant Nomad Transit LLC misclassify drivers as independent contractors when they
11 are in fact non-exempt employees. Defendant Nomad Transit LLC may be served with process by
12 serving its registered agent, CSC Lawyers Incorporating Service, Registered Corporate 1505 Agent,
13 2710 Gateway Oaks Drive, Suite 150N, Sacramento, California, 95833.

14 10. Plaintiff is informed, believes, and thereon alleges that Defendant Via Transportation,
15 Inc. is a corporation formed in Delaware and is headquartered in New York. Defendant Via
16 Transportation, Inc. may be served with process by serving its registered agent, Corporation Service
17 Company, 80 State Street, Albany, NY, United States, 12207.

18 11. Upon information and belief, Nomad Transit LLC, is owned and operated by Via
19 Transportation, Inc., as during portions of the relevant time period.

20 12. Plaintiff is informed, believes, and thereon alleges that each and every one of the acts
21 and omissions alleged herein were performed by, and/or attributable to, Defendants, acting through
22 their agents and/or employees, and that said acts and failures to act were within the course and scope
23 of said agency, employment, and/or direction and control.

24 13. Plaintiff is informed, believes, and thereon alleges that Defendants directly control
25 the operation of their agents, managers, and employees throughout all their operations in California.
26 Via Transportation, Inc. exercises significant control over Nomad Transit LLC's operations,
27 including policies governing employee compensation, scheduling, timekeeping, performance
28 expectations, and discipline.

1 14. Defendant Via Transportation, Inc. provides the core ride-matching software that
2 Plaintiff and Aggrieved Employees are required to utilize, while Defendant Nomad Transit LLC
3 serves as the local operating entity that contracts with clients and helps effectuate the Defendants'
4 joint microtransit services.

5 15. Plaintiff is informed, believes, and thereon alleges that Defendants jointly determine
6 and implement the compensation structure applicable to Plaintiff, jointly maintained payroll and
7 timekeeping systems, and jointly benefitted from the labor provided by Plaintiff and Aggrieved
8 Employees.

9 16. Plaintiff is informed, believes, and thereon alleges that Plaintiff's work
10 simultaneously benefitted all Defendants, which shared control over essential employment terms and
11 conditions, including the power to hire and terminate, set schedules, assign work, and determine
12 wages.

13 17. Plaintiff is informed, believes, and thereon alleges that at all relevant times,
14 Defendants operate as a single, integrated business enterprise engaged in providing on-demand,
15 technology-driven microtransit services, including shared electric shuttle rides.

16 18. Plaintiff is informed, believes, and thereon alleges that all Defendants share common
17 ownership, interrelated operations, centralized control of labor relations, and common management
18 and human resources functions.

19 19. Defendants acted as joint employers of Plaintiff and Aggrieved Employees because
20 all Defendants jointly, directly or indirectly, controlled the employment terms, pay practices,
21 timekeeping practices, and daily work of Plaintiff and Aggrieved Employees.

22 20. The true names and capacities, whether individual, corporate, associate, or otherwise,
23 of DOES 1-100, inclusive, are unknown to Plaintiff, who therefore sues the DOE Defendants by
24 fictitious names. Plaintiff is informed, believes, and thereon alleges that each of these fictitiously
25 named Defendants are responsible in some manner for the occurrences and violations as herein
26 alleged. Plaintiff will amend this Complaint to show their true names and capacities when they have
27 been ascertained.

28 21. Plaintiff is informed, believes, and thereon alleges that each and every one of the acts

1 and omissions alleged herein were performed by, and/or attributable to, Defendants, acting through
2 their agents and/or employees, and/or under the direction and control of each of the other, and that
3 said acts and failures to act were within the course and scope of said agency, employment, and/or
4 direction and control.

5 22. Plaintiff is informed, believes, and thereon alleges that Defendants directly control
6 the operations of its agents, managers, and employees throughout all of its locations in California.

7 23. Plaintiff is informed, believes, and thereon alleges that although Plaintiff and
8 Aggrieved Employees are misclassified as independent contractors, at all material times Defendants
9 employ and/or employed Plaintiff and Aggrieved Employees because Defendants, directly or
10 indirectly, control the employment terms, including pay practices of Plaintiff and Aggrieved
11 Employees.

12 24. Plaintiff is informed, believes, and thereon alleges that Defendants in some manner
13 intentionally, negligently, or otherwise are responsible for the acts, omissions, occurrences, and
14 transactions alleged herein.

15 25. At all material times, Defendants have done business under the laws of California,
16 have places of business in California, including in the jurisdiction of this court, and have employed
17 Aggrieved Employees in this County and elsewhere in California. Defendants are a “person” as
18 defined in Cal. Lab. Code § 18 and an “employer” as that term is used in the Labor Code, the IWC
19 Wage Orders regulating wages, hours, and working conditions, and the Cal. Bus. & Prof. Code §
20 17201.

21 **JURISDICTION AND VENUE**

22 26. Venue is proper in this County pursuant to Cal. Code Civ. Proc. §§ 393 and/or 395.5.
23 Defendants conduct business and employ Plaintiff and Aggrieved Employees in the County, and
24 therefore the liability and the cause, or some part of the cause, arose in this County.

25 27. This Court has jurisdictions over Plaintiff’s claims for penalties pursuant to the PAGA.

26 28. The Court also has jurisdiction over Defendants because they do business and employ
27 workers in the State of California.

28 / / /

1 **FACTUAL ALLEGATIONS**

2 29. Upon information and belief, Defendant Nomad Transit LLC is limited liability
3 company that provides on-demand, technology-driven microtransit services, including shared
4 electric shuttle rides. It operates as a transportation network company using applications to match
5 passengers with vehicles.

6 30. Upon information and belief, Defendant Via Transportation, Inc. is a transportation
7 technology company that provides software and services to optimize public transit systems,
8 specializing in on-demand microtransit, paratransit, and routing technology.

9 31. At all relevant times, Defendants were Plaintiff's "employer" within the meaning of
10 the California law.

11 32. Plaintiff is informed, believes, and thereon alleges that Defendants have employed
12 numerous drivers around California to provide transportation services.

13 33. Plaintiff works for Defendants as a driver in Ontario, California. Plaintiff started
14 working for Defendants in December 2025. As a driver, Plaintiff provides transportation services to
15 Defendants' customers. Plaintiff is not able to reject customer rides without being penalized
16 monetarily by Defendants. Plaintiff's shifts vary in length; he typically works approximately from
17 six (6) to ten (10) hours per shift, around and from five (5) to seven (7) shifts per week. There are
18 also numerous occasions when he worked more than forty (40) hours per week for Defendants.

19 34. Upon information and belief, Aggrieved Employees regularly work eight (8) hours or
20 more in one day, and in excess of forty (40) hours per week.

21 35. Plaintiff and Aggrieved Employees are required to download Defendants' application
22 into their personal devices/cellphones for them to clock in/out at the beginning and end of their shift.

23 36. Plaintiff and Aggrieved Employees clock in through Defendants' mobile application
24 before beginning to drive and transport passengers, by submitting a photograph of the vehicle, upon
25 which the application registers their clock-in time. Similarly, when clocking out, Plaintiff and
26 Aggrieved Employees are required to submit a photograph of the vehicle, and the mobile application
27 registers their clock-out time.

28 37. It is through Defendants' mobile application that Plaintiff and Aggrieved Employees,

1 would receive messages from Defendants' clients (passengers) who request the transportation
2 services. Through this application, Defendants would also communicate with Plaintiff and
3 Aggrieved Employees.

4 38. Routes provided by Defendants specify the point of origin, the destination, and the
5 deadline for completion. The drivers who do not comply are reprimanded by Defendants.

6 39. Defendants require Plaintiff and Aggrieved Employees to rent vehicles supplied by
7 Defendants. Defendants deduct the car rental charges from Plaintiff's and Aggrieved Employees'
8 wages. As an example, Plaintiff is paid an hourly rate of approximately \$40.53. However, with the
9 car rental fees and deductions, his actual wages are approximately \$19.00 per hour.

10 40. When providing transportation services for Defendants, Plaintiff and Aggrieved
11 Employees are not allowed to use their own vehicles.

12 41. Plaintiff and Aggrieved Employees have to provide unreimbursed maintenance of the
13 rented vehicles provided by Defendants. For example, Plaintiff had to repair flat tires on the rented
14 vehicles used to transport the passengers assigned by Defendants. Moreover, every day before the
15 start of his shift and before clocking-in, Plaintiff is required to clean the rented vehicle for
16 approximately 15 to 20 minutes because Defendants fail to provide regular maintenance or cleaning
17 services for these vehicles.

18 42. The vehicles supplied by Defendants, and rented by Plaintiff and Aggrieved
19 Employees, are identified with Defendants' logo or advertising. Defendants also require Plaintiff
20 and Aggrieved Employees to wear a blue vest and hat. Both of these clothing items have the words
21 "The GOAT" displayed on them. Plaintiff believes this is Defendants' logo as it is associated with
22 Grater Ontario Area Transportation, which is the area where Plaintiff was employed.

23 43. Defendants require Plaintiff and Aggrieved Employees to submit to drug and alcohol
24 testing. Drivers like Plaintiff must agree to continue to submit drug and alcohol testing throughout
25 their employment.

26 44. Defendants require Plaintiff and Aggrieved Employees to sign lengthy form contracts
27 which mischaracterizes them as an "independent contractor." The contracts conceal the fact that
28 Defendants and Aggrieved Employees are in an employer-employee relationship. Defendants

1 require Plaintiff and Aggrieved Employees to sign these contracts of adhesion without negotiation
2 as a condition of employment.

3 45. Plaintiff and Aggrieved Employees are paid an hourly rate that is determined by
4 Defendants. This rate is non-negotiable.

5 46. Further, Plaintiff and Aggrieved Employees are required to download the Defendants'
6 application into their personal devices/ cellphones for them to clock in/out at the beginning and end
7 of their shift.

8 47. Plaintiff and Aggrieved Employees are expected to adhere to Defendants' policies and
9 procedures. Defendants penalize and apply disciplinary or corrective actions to drivers who are
10 unable to abide by Defendants' policies.

11 48. When failing to attend scheduled shifts, Plaintiff and Aggrieved Employees receive
12 corrective actions from Defendants. Moreover, as a disciplinary measure, Defendants impose
13 economic penalties that are deducted from the drivers' wages. For example, \$40.00 can be deducted
14 from Plaintiff's weekly pay for not attending a scheduled shift.

15 49. Defendants do not allow Plaintiff and Aggrieved Employees to subcontract their
16 services to another person or entity.

17 50. Although Plaintiff and Aggrieved Employees do not require substantial skills to
18 perform the job, Defendants closely monitor their work. Plaintiff and Aggrieved Employees receive
19 training on customer service, wheelchair accessibility and safety driving, among others.

20 51. Defendants exercise significant behavioral and financial control Plaintiff and
21 Aggrieved Employees establishing that they are in fact employees. Specifically, this control includes
22 the following: drivers, including Plaintiff, are required to install Defendants' application on their
23 personal phones in order to be able to communicate with Defendants' clients and receive
24 communications from Defendants; Plaintiff and Aggrieved Employees, are expected to complete
25 assignments in the time specified by Defendants; Aggrieved Employees, including Plaintiff, are
26 required to comply with Defendants' policies, procedures and practices or suffer penalties for non-
27 compliance; and Plaintiff and Aggrieved Employees, are required to drive rented vehicles provided
28 by Defendants and are not allowed to use their own vehicles.

1 52. Defendants regularly fail to provide Plaintiff and Aggrieved Employees with
2 compliant meal periods. Defendants' policies, practices, and procedures prevent Plaintiff and
3 Aggrieved Employees from taking their required 30-minute meal period prior to their fifth hour of
4 work. Defendants systematically deny Plaintiff and Aggrieved Employees with a full, uninterrupted,
5 or otherwise compliant second meal break.

6 53. Defendants also fail to authorize or permit off duty, paid rest periods of at least 10
7 minutes of rest time for every 4 hours of work.

8 54. It is Defendants' practice and policy to deduct \$10 from Plaintiff's wages if he decides
9 to take a meal or rest break.

10 55. Whenever Plaintiff and Aggrieved Employees want to take a break; they have to push
11 the "break" button on Defendants' application, and \$10 would automatically be deducted from their
12 wages each time they push the "break" button.

13 56. To avoid being deducted \$10 from their wages, Plaintiff and Aggrieved Employees,
14 are unable to take a lunch break; or alternatively, they take a "working lunch", meaning that they
15 are required to eat while on duty.

16 57. Similarly, to avoid being deducted \$10 from their wages, Plaintiff and Aggrieved
17 Employees are unable to take rest breaks.

18 58. Plaintiff is informed, believes, and thereon alleges that these meal and rest period
19 policies and practices have at all relevant times been similar for Plaintiff and Aggrieved Employees
20 regardless of location and assignment in California.

21 59. Plaintiff and Aggrieved Employees are not allowed by Defendants to clean or repair
22 the rented vehicles while "on the clock" or when logged into Defendants' mobile application. Once
23 Plaintiff and Aggrieved Employees log into Defendants' application, they are immediately assigned
24 passengers for pick up and expected to transport them without any delay.

25 60. Defendants' application does not register any work performed by drivers other than
26 driving time, and all additional tasks related to the driver position, including vehicle maintenance
27 and cleanliness duties, are performed off the clock. The wage statements provided by Defendants
28 do not include the aggregate number of hours worked by Plaintiff and Aggrieved Employees.

1 Instead, wage statements list only the number of hours driven while on route, minus deductions.

2 61. The wage statements provided by Defendants fail to include the time spent by
3 Plaintiff and Aggrieved Employees on the maintenance of the rented vehicles because such work is
4 performed off the clock.

5 62. Plaintiff and Aggrieved Employees are responsible for the cost of maintenance of the
6 rented vehicles used for the benefit of Defendants.

7 63. Defendants require Plaintiff and Aggrieved Employees to bear the cost of purchasing
8 the cleaning supplies needed to maintain the cleanliness and upkeep of the vehicles used in the
9 course of their employment. For example, Plaintiff is required to purchase car wash and vacuum
10 services, as well as cleaning products. Defendants do not reimburse Plaintiff and Aggrieved
11 Employees for such expenses.

12 64. Plaintiffs and Aggrieved Employees are required by Defendants to install Defendants'
13 application on their personal phones in order to be able to communicate with Defendants' clients
14 and receive communications from Defendants. Defendants do not reimburse Plaintiff and Aggrieved
15 Employees for the use of their personal cellphones.

16 65. The wage statements Defendants provide are not accurate because they do not reflect
17 payment for all hours worked, including minimum wage and overtime compensation, business
18 expenses and premium pay for missed meal breaks, rest breaks, and second meal breaks.

19 66. Defendants have the authority to terminate Plaintiff and Aggrieved Employees for
20 failing to abide by Defendants' policies and practices.

21 67. Defendants misrepresent to Plaintiff and Aggrieved Employees that they will be and
22 are treated as independent contractors.

23 68. Plaintiff and Aggrieved Employees perform their jobs under Defendants' supervision
24 using materials and technology approved and supplied by Defendants.

25 69. Plaintiff and Aggrieved Employees are required to follow and abide by Defendants'
26 common work, time, and pay policies and procedures in the performance of their jobs.

27 70. As a result of these policies and/or practices, Plaintiff and Aggrieved Employees are
28 not paid for all hours worked, including overtime hours in violation of Cal. Lab. Code section 1194

1 and Wage Order 5.

2 71. At the end of each pay period, Plaintiff and Aggrieved Employees receive wages from
3 Defendants that are determined by common systems and methods that Defendants select and
4 control.

5 72. As a result of the aforementioned violations, Plaintiff and Aggrieved Employees are
6 provided with untrue and inaccurate wage statements as such statements do not reflect the correct
7 amount of gross and net wages earned, including overtime compensation and premium pay for
8 non-compliant meal and rest periods, nor the correct total hours worked by Plaintiff and Aggrieved
9 Employees. Defendants' failure to record all hours worked also results in a failure to provide
10 Aggrieved Employees, including Plaintiff, accurate itemized wage statements as required by
11 California law. The wage statements Defendants provide are not accurate because they do not
12 reflect payment for all hours worked, including minimum wage and overtime compensation, nor
13 do they include premium pay for non-compliant meal and rest periods in violation of California
14 law.

15 73. Defendants' unlawful conduct has been widespread, repeated, and consistent
16 throughout their operations in California and across the United States.

17 74. Defendants knew or should have known that their policies and practices have been
18 unlawful and unfair.

19 **FIRST CAUSE OF ACTION**

20 **Penalties Pursuant to Cal. Lab. Code § 2699(a)**

21 **(On Behalf of the State of California and Aggrieved Employees)**

22 75. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
23 herein.

24 76. Cal. Lab. Code § 2699(a) provides:

25 Notwithstanding any other provision of law, any provision of this code that provides
26 for a civil penalty to be assessed and collected by the Labor and Workforce
27 Development Agency or any of its departments, divisions, commissions, boards,
28 agencies, or employees, for a violation of this code, may, as an alternative, be
recovered through a civil action brought by an aggrieved employee on behalf of the
employee and other current or former employees against whom a violation of the same
provision was committed . . .

1 77. Cal. Lab. Code § 226(a) provides:

2 An employer, semimonthly or at the time of each payment of wages, shall furnish to
3 their employee, either as a detachable part of the check, draft, or voucher paying the
4 employee's wages, or separately if wages are paid by personal check or cash, an
5 accurate itemized statement in writing showing (1) gross wages earned, (2) total hours
6 worked by the employee, except as provided in subdivision (j), (3) the number of
7 piece-rate units earned and any applicable piece-rate if the employee is paid on a
8 piece-rate basis, (4) all deductions, provided that all deductions made on written
9 orders of the employee may be aggregated and shown as one item, (5) net wages
10 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the
11 name of the employee and only the last four digits of their social security number or
12 an employee identification number other than a social security number, (8) the name
13 and address of the legal entity that is the employer, . . . and (9) all applicable hourly
14 rates in effect during the pay period and the corresponding number of hours worked
15 at each hourly rate by the employee. . . .

16 78. Cal. Lab. Code § 226(e)(1) provides, in relevant part:

17 An employee suffering injury as a result of a knowing and intentional failure by an
18 employer to comply with subdivision (a) is entitled to recover the greater of all actual
19 damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and
20 one hundred dollars (\$100) per employee for each violation in a subsequent pay
21 period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is
22 entitled to an award of costs and reasonable attorney's fees.

23 79. Cal. Lab. Code § 226.3 provides:

24 Any employer who violates subdivision (a) of Section 226 shall be subject to a civil
25 penalty in the amount of two hundred fifty dollars (\$250) per employee per violation
26 in an initial citation and one thousand dollars (\$1,000) per employee for each violation
27 in a subsequent citation, for which the employer fails to provide the employee a wage
28 deduction statement or fails to keep the records required in subdivision (a) of Section
226. The civil penalties provided for in this section are in addition to any other penalty
provided by law. . .

21 80. Plaintiff seeks civil penalties pursuant to Cal. Lab. Code § 2699(a) for each failure by
22 Defendants, alleged above, to provide Plaintiff and Aggrieved Employees an accurate, itemized
23 wage statement in compliance with Cal. Lab. Code § 226(a) in the amounts established by Cal. Lab.
24 Code § 226.3. In addition, Plaintiff seeks penalties in the amount established by Cal. Lab. Code
25 §226(e)(1).

26 81. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on May 22, 2026, Plaintiff
27 provided the Labor and Workforce Development Agency ("LWDA") with notice of his intention to
28 file this claim. On this same date, Plaintiff mailed Defendants a copy of such notice via certified mail.

1 At least sixty-five calendar days have passed without response from the LWDA. Plaintiff satisfied the
2 administrative prerequisites to commence this civil action in compliance with Cal. Lab. Code §
3 2699.3(a).

4 82. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved
5 Employees, and himself as set forth in Cal. Lab. Code § 2699.

6 83. Defendants are liable to Plaintiff, Aggrieved Employees, and the State of California
7 for the civil penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys'
8 fees and costs as set forth below.

9 84. Wherefore, Plaintiff requests relief as hereinafter provided.

10 **SECOND CAUSE OF ACTION**

11 **Penalties Pursuant to Cal. Lab. Code § 2699(f)**

12 **(On Behalf of the State of California and Aggrieved Employees)**

13 85. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
14 herein.

15 86. Cal. Lab. Code § 2699(f) provides in pertinent part:

16 (f) For all provisions of this code except those for which a civil penalty is specifically
17 provided, there is established a civil penalty for a violation of these provisions, as
18 follows:

19 . . .

20 (2) If, at the time of the alleged violation, the person employs one or more employees,
21 the civil penalty is as follows:

22 (A) One hundred dollars (\$100) for each aggrieved employee per pay period . . .

23 (B) The civil penalty is two hundred dollars (\$200) for each aggrieved employee per
24 pay period if either of the following are met:

25 (i) Within the five years preceding the alleged violation, the agency or any court issued
26 a finding or determination to the employer that its policy or practice giving rise to the
27 violation was unlawful.

28 (ii) The court determines that the employer's conduct giving rise to the violation was
malicious, fraudulent, or oppressive

87. Labor Code § 226.8 prohibits Defendants from misclassifying employees as
independent contractors.

1 88. IWC Wage Order 5, Section (2)(G) provides: “Employee’ means any person employed
2 by an employer. . .” The IWC Wage Order 5, Section (2)(I) provides: “Employer’ means any person
3 as defined in Section 18 of the Labor Code, who directly or indirectly, or through an agent or any
4 other person, employs or exercises control over the wages, hours, or working conditions of any
5 person.”

6 89. At all relevant times, Plaintiff and Aggrieved Employees were “employees” of
7 Defendants within the meaning of California law.

8 90. At all relevant times, Defendants have been and continue to be an “employer” within
9 the meaning of the Labor Code and applicable Wage Order.

10 91. Defendants engaged in a pattern and practice of misclassifying employees as
11 independent contractors for their own financial benefit. Defendants intentionally and willfully
12 mischaracterized Plaintiff and Aggrieved Employees as independent contractors rather than
13 employees, in violation of Labor Code § 226.8.

14 92. Cal. Lab. Code § 200 defines wages as “all amounts for labor performed by employees
15 of every description, whether the amount is fixed or ascertained by the standard of time, task, piece,
16 commission basis or method of calculation.”

17 93. Cal. Lab. Code § 204(a) provides that “[a]ll wages ... earned by any person in any
18 employment are due and payable twice during each calendar month....”

19 94. Cal. Lab. Code § 221 provides that “[i]t shall be unlawful for any employee to collect
20 or receive from an employee any part of wages therefore paid by said employer to said employee.”

21 95. Cal. Lab. Code § 225.5 provides in relevant part:

22 In addition to, and entirely independent and apart from, any other penalty provided in
23 this article, every person who unlawfully withholds wages due any employee in
24 violation of Section 212, 216, 221, 222, or 223 shall be subject to a civil penalty as
25 follows: (a) For any initial violation, one hundred dollars (\$100) for each failure to
pay each employee. (b) For each subsequent violation, or any willful or intentional
violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25
percent of the amount unlawfully withheld.

26 96. IWC Wage Order 5-2001(2)(M) defines hours worked as “the time during which an
27 employee is subject to the control of an employer and includes all the time the employee is suffered
28 or permitted to work, whether or not required to do so. . . .”

1 97. Cal. Lab. Code § 1198 makes it unlawful for employers to employ employees under
2 conditions that violate the Wage Orders.

3 98. Cal. Lab. Code § 510 provides, in relevant part:

4 Eight hours of labor constitutes a day's work. Any work in excess of eight hours in
5 one workday and any work in excess of 40 hours in any one workweek and the first
6 eight hours worked on the seventh day of work in any one workweek shall be
7 compensated at the rate of no less than one and one-half times the regular rate of pay
8 for an employee. Any work in excess of 12 hours in one day shall be compensated at
9 the rate of no less than twice the regular rate of pay for an employee. In addition, any
work in excess of eight hours on any seventh day of a workweek shall be compensated
at the rate of no less than twice the regular rate of pay of an employee. Nothing in this
section requires an employer to combine more than one rate of overtime compensation
in order to calculate the amount to be paid to an employee for any hour of overtime
work.

10 99. Cal. Lab. Code § 1197 provides:

11 The minimum wage for employees fixed by the commission or by any applicable state
12 or local law, is the minimum wage to be paid to employees, and the payment of a lower
13 wage than the minimum so fixed is unlawful. This section does not change the
applicability of local minimum wage laws to any entity.

14 100. Cal. Lab. Code § 1194 provides, in relevant part:

15 (a) Notwithstanding any agreement to work for a lesser wage, any employee receiving
16 less than the legal minimum wage or the legal overtime compensation applicable to
the employee is entitled to recover in a civil action the unpaid balance of the full
amount of this minimum wage or overtime compensation, including interest thereon,
reasonable attorney's fees, and costs of suit.

17 101. Cal. Lab. Code § 2802(a) provides as follows:

18 An employer shall indemnify his or her employee for all necessary expenditures or
19 losses incurred by the employee in direct consequence of the discharge of his or her
20 duties, or of his or her obedience to the directions of the employer, even though
21 unlawful, unless the employee, at the time of obeying the directions, believed them to
be unlawful.

22
23 102. Cal. Lab. Code §§ 226.7 and 512 and IWC Wage Order 5-2001 require Defendants to
24 authorize, permit, and/or make available timely and compliant meal and rest periods to its employees.
25 Cal. Lab. Code §§ 226.7 and 512 and IWC Wage Order 5-2001 prohibit employers from employing
26 an employee for more than five hours without a meal period of not less than thirty minutes, and from
27 employing an employee more than ten hours per day without providing the employee with a second
28 meal period of not less than thirty minutes. Unless the employee is relieved of all duty during the

thirty-minute meal period and ten-minute rest period, the employee is considered “on duty” and the meal period is counted as time worked under the applicable wage orders.

103. Defendants’ policies and practices result in wages and overtime violations, and meal and rest periods violations. Defendants do not reimburse Plaintiff and Aggrieved Employees for necessary business expenditures.

104. To the extent than any violation alleged herein does not carry penalties under Cal. Lab. Code § 2699(a), Plaintiff seeks civil penalties pursuant to Cal. Lab. Code § 2699(f) for each pay period in which Plaintiff and an Aggrieved Employee were aggrieved, in the amounts established by Cal. Lab. Code § 2699(f). Plaintiff seeks penalties pursuant to Cal. Lab. Code § 2699(f) for Plaintiff and Aggrieved Employees for violations of Cal. Lab. Code provisions including, but not limited to, Cal. Lab. Code §§ 204, 221, 225.5, 226.7, 226.8, 510, 512, 1194, 1197, 1198, 2802(a), IWC Wage Order 5-2001, and any other violation alleged herein which does not carry penalties under Cal. Lab. Code § 2699(a).

105. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on May 22, 2026, Plaintiff provided the Labor and Workforce Development Agency (“LWDA”) with notice of his intention to file this claim. On this same date, Plaintiff mailed Defendants a copy of such notice via certified mail. At least sixty-five calendar days have passed without response from the LWDA. Plaintiff satisfied the administrative prerequisites to commence this civil action in compliance with Cal. Lab. Code § 2699.3(a).

106. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved Employees, and himself as set forth in Cal. Lab. Code § 2699(g)(1).

107. Defendants are liable to Plaintiff, Aggrieved Employees, and the State of California for the civil penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys’ fees and costs as set forth below.

108. Wherefore, Plaintiff requests relief as hereinafter provided.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for relief as follows:

1. For the Court to declare, adjudge, and decree that Defendants have violated the Cal. Lab.

Code as alleged herein;

2. For an order awarding the State of California, Plaintiff, and Aggrieved Employees civil penalties provided under the PAGA;
3. For injunctive relief, prohibiting Defendants from continuing its policies and practices
4. determined to be violations of the Cal. Lab. Code;
5. For an award of reasonable attorneys' fees as provided by the Cal. Lab. Code § 2699(g)(1); Cal. Code Civ. Proc. § 1021.5; and/or any other applicable law;
6. For all costs of suit; and
7. For such other and further relief as this Court deems just and proper.

Dated: July 31, 2026

Respectfully Submitted,



Carolyn H. Cottrell
Ori Edelstein
Robert E. Morelli
SCHNEIDER WALLACE
COTTRELL KIM LLP

Attorneys for Plaintiff and the Aggrieved Employees

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial on all claims and issues for which Plaintiff is entitled to a jury.

Dated: July 31, 2026

Respectfully Submitted,



Carolyn H. Cottrell

Ori Edelstein

Robert E. Morelli

SCHNEIDER WALLACE

COTTRELL KIM LLP

Attorneys for Plaintiff and Aggrieved Employees