

Steven M. Tindall (Cal. Bar No. 187862)  
 Ashleigh A. Musser (Cal. Bar No. 305455)  
 E. Wynne Tidwell (Cal. Bar No. 348179)  
 GIBBS MURA LLP  
 1111 Broadway, Suite 2100  
 Oakland, CA 94607  
 Phone: (510) 350-9700  
 smt@classlawgroup.com  
 aam@classlawgroup.com  
 ewt@classlawgroup.com

Joseph M. Sellers (D.C. Bar No. 318410)  
 Brian Corman (Cal. Bar No. 294042)  
 COHEN MILSTEIN SELLERS & TOLL PLLC  
 1100 New York Ave. NW, Suite 800  
 Washington, DC 20005  
 Phone: (202) 408-4600  
 jsellers@cohenmilstein.com  
 bcorman@cohenmilstein.com

*Attorneys for Plaintiffs Michael Bickum and Thomas Popov, individually and on behalf of other members of the proposed class*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
 COUNTY OF ALAMEDA  
 RENE C. DAVIDSON COURTHOUSE**

MICHAEL BICKUM and THOMAS  
 POPOV, individually, and on behalf of other  
 members of the proposed class similarly  
 situated

Plaintiffs,

v.

ROADIE, Inc.; and DOES 1 through 10,

Defendants.

Case No. 26CV192593

**COMPLEX**

**ASSIGNED FOR ALL PURPOSES TO**  
 Hon. S. Raj Chatterjee  
 Department 21

**FIRST AMENDED CLASS ACTION  
 COMPLAINT FOR DAMAGES FOR:**

- 1. FAILURE TO PAY FOR ALL HOURS WORKED AT REQUIRED RATE;**
- 2. FAILURE TO REIMBURSE BUSINESS EXPENSES;**
- 3. FAILURE TO PROVIDE ITEMIZED WAGE STATEMENTS;**
- 4. FAILURE TO PROVIDE MEAL PERIODS;**
- 5. FAILURE TO PROVIDE REST BREAKS;**

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6. WAITING TIME PENALTIES;
7. UNFAIR BUSINESS PRACTICES;  
and
8. PRIVATE ATTORNEYS  
GENERAL ACT

JURY TRIAL DEMANDED

1. Plaintiff Michael Bickum and Plaintiff Thomas Popov bring this class action lawsuit against Defendant Roadie, Inc. (“Roadie”), and Defendants Does 1-10, based on personal knowledge of the facts pertaining to themselves, and upon information and belief as to all other matters, and hereby state and allege as follows:

## **PARTIES, JURISDICTION, AND VENUE**

2. Plaintiff Bickum is an individual who is, and at all times relevant hereto was, a resident of the State of California, who began working for Roadie as a delivery driver in 2023 in California. Plaintiff continues to work for Roadie.

3. Plaintiff Popov is an individual who is, and at all times relevant hereto was, a resident of the State of California, who began working for Roadie as a delivery driver in 2023 in California. Plaintiff no longer works for Roadie.

4. Defendant Roadie is a Delaware corporation with its principal place of business in Atlanta, Georgia. Roadie employs delivery drivers, including in the State of California.

5. Defendants Does 1-10 are fictitiously named defendants whose names and identities are presently unknown to Plaintiffs. Plaintiffs will amend the complaint to allege the true names and capacities of the fictitiously named defendants and the charging allegations when these are ascertained. Plaintiffs are informed and believe, and on that basis allege, that each of the fictitiously named defendants is responsible in some manner for the occurrences alleged in this complaint and that Plaintiffs' damages as herein alleged were proximately caused by those defendants.

6. At all times mentioned in this complaint, Defendants Does 1 through 10 were the owners, partners, agents, servants, and/or employees of their co-defendants, and in doing the things hereinafter alleged were acting in the scope of their authority as owners, partners, agents, servants, and/or employees.

7. Venue is proper in the County of Alameda under California Code of Civil Procedure § 395.5 because a substantial part of the acts and omissions complained of herein occurred within this County. Plaintiffs seek damages in this case in an amount exceeding the jurisdictional minimum of this Court.

8. Notice of Private Attorneys General Act (“PAGA”) claims alleged herein was provided

1 to the California Labor and Workforce Development Agency (“LWDA”) on June 5, 2026. The LWDA  
2 did not take action with regard to any of the claims during the requisite notice period.

### 3 **SUBSTANTIVE ALLEGATIONS**

4 9. Roadie is a delivery service company that employs delivery drivers to transport goods  
5 from warehouses and/or stores to customers. As such, Roadie delivery drivers engage in so-called last-  
6 mile delivery service.

7 10. There are two main types of Roadie deliveries: Roadie Same Day deliveries, and Roadie  
8 XD deliveries. A Roadie driver can, and often does, engage in both Same Day and XD deliveries.  
9 Roadie classifies all of its delivery drivers as independent contractors rather than employees.

10 11. Even though workers are presumed to be employees rather than independent contractors  
11 under California law, *see infra* at ¶15, the hiring entity can still demonstrate otherwise. In 2020, a few  
12 gig companies aggressively campaigned for a ballot initiative known as Proposition 22, which was  
13 passed and codified at Business and Professions Code section 7451, which states that “an app-based  
14 driver is an independent contractor and not an employee” where certain conditions are met. Cal. Bus.  
15 & Prof. Code § 7451. For purposes of Section 7451, an “app-based driver” is “an individual who is a  
16 DNC courier, TNC driver, or TCP driver or permit holder; and for whom the conditions set forth in . .  
17 . Section 7451 are satisfied.” Cal. Bus. & Prof. Code § 7463(a).

18 12. From these categories, the only possible category that could apply to delivery drivers  
19 that make Roadie XD deliveries is if they are considered a “DNC courier”—that is, a “delivery network  
20 company courier” which “provides delivery services through a [delivery network company’s] online-  
21 enabled application or platform.” Cal. Bus. & Prof. Code § 7463(g).

22 13. However, Roadie drivers who have conducted any XD deliveries do not meet the  
23 definition of a DNC courier because they deliver “more than 12[] distinct orders placed by different  
24 customers.” Cal. Bus. & Prof. Code § 7463(h). As such, Roadie cannot avail itself of Proposition 22  
25 protections for its drivers who perform XD deliveries.

26 14. In misclassifying its delivery drivers, Roadie denies these purported contractors the  
27 benefits and protections provided to employees under California labor law. Roadie misclassifies these  
28 drivers intentionally in order to avoid reimbursing them for work-related expenses and to avoid paying

1 the drivers for all forms of compensation and benefits required by law.

2 15. Under the California Industrial Welfare Commission’s Wage Order No. 9-2001 (“Wage  
3 Order 9”) and Assembly Bill 5, delivery drivers are presumed to be employees unless the hiring entity  
4 can prove *each* of three conditions:

- 5 a. That the worker is free from the control and direction of the hirer in connection with the  
6 performance of the work... and  
7 b. That the worker performs work that is outside the usual course of the hiring entity’s  
8 business; and  
9 c. That the worker is customarily engaged in an independently established ... business of  
10 the same nature as that involved in the work performed.

11 *Dynamex Operations W. v. Superior Court*, 4 Cal. 5th 903, 955–56 (2018), reh’g denied (June 20,  
12 2018); *see also Martinez v. Combs*, 49 Cal. 4th 35, 66 (2010), as modified (June 9, 2010) (Industrial  
13 Welfare Commission’s definition of “employee” also governs statutory wage and hour claims).

14 16. Roadie delivery drivers are not free from Roadie’s direction and control in performing  
15 their work.

16 17. Roadie creates the offers it presents to its delivery drivers.

17 18. Usually there is more than one delivery within an offer—indeed, there can be 25 or more  
18 deliveries (equivalent to 25 or more stops) within one offer.

19 19. When a delivery driver like the Plaintiffs clicks on an offer, he or she can see the  
20 following: the general location of the offer, the amount that Roadie will pay if the delivery driver  
21 accepts (and completes) the offer, the estimated mileage to complete all the deliveries within the offer,  
22 the estimated driving distance and time to perform the offer, and the number of deliveries included in  
23 the offer.

24 20. The delivery driver does not have the opportunity to modify an offer—an offer is on a  
25 take-it-or-leave-it basis.

26 21. Delivery drivers are unable to modify their orders. Once the driver commits to work that  
27 offer, the offer is considered “submitted.”

28 22. Multiple delivery drivers can “commit” to work the same offer.

1           23.     Roadie alone decides which delivery driver to assign to each offer.

2           24.     Roadie, through its app, alerts the delivery driver that there may be a waiting period of  
3 15 minutes (and sometimes longer) for Roadie to decide which driver to select.

4           25.     If Roadie accepts the delivery driver's offer to make the designated deliveries, then the  
5 delivery driver is provided further information, including the specific locations of the pick-up and  
6 delivery locations for each delivery within the offer.

7           26.     Once the delivery drivers arrive at the stores or warehouses specified to pick up the  
8 deliveries, they have to check in. Often, the store is not ready for the driver to pick up the order and so  
9 the driver must wait until the order is prepared.

10          27.     Roadie determines the number of packages each driver is assigned to deliver and the  
11 locations of those deliveries.

12          28.     Through its Roadie app, Roadie provides the driver with the route to take for each  
13 delivery and any special instructions for deliveries.

14          29.     Roadie tracks and records the delivery of each package by requiring drivers to record  
15 the delivery on the Roadie app.

16          30.     Throughout their time working to perform the offer, Plaintiffs and other Roadie drivers  
17 must follow the rules established by Roadie for interacting with customers and delivering packages.

18          31.     Because Roadie is a company that primarily (if not exclusively) offers delivery services,  
19 delivery of packages by Roadie delivery drivers is not outside the usual course of Roadie's business.  
20 Indeed, it is the central and integral part of Roadie's business.

21          32.     Roadie delivery drivers such as Plaintiffs are not customarily engaged in an  
22 independently established trade, occupation, or delivery business.

23          33.     For the reasons stated above, Roadie cannot meet its burden of proving each of the three  
24 conditions required to show that Roadie delivery drivers, including Plaintiffs, were properly classified  
25 as independent contractors, rather than as employees.

26          34.     As a result, Roadie delivery drivers, including Plaintiffs, qualify as "employees" under  
27 Wage Order 9 and the California Labor Code.

28          35.     Roadie's misclassification of Plaintiffs and its other California Roadie delivery drivers

as independent contractors rather than as employees has denied them the rights, benefits, and protections to which they are entitled under Wage Order 9 and the Labor Code as employees of Roadie.

36. Roadie willfully engaged in its misclassification of Plaintiffs and its other California delivery drivers, as it knew: (a) its Roadie delivery drivers were not free from the control and direction of Roadie, (b) its Roadie delivery drivers performed work within the usual course of Roadie's business as a delivery provider, and (c) its Roadie delivery drivers were not engaged in an independently established delivery business.

37. Roadie pays Plaintiffs and its other California drivers for only a portion of the time performing deliveries. This payment scheme results in the failure to pay all wages required by law through various means, including:

- a. Not paying for the time that Roadie delivery drivers spend working for Roadie's benefit before they can commence their deliveries and after the end of their scheduled offers;
- b. Not reimbursing Roadie delivery drivers for mileage (in full), vehicle maintenance, insurance, cell phone bills and other business expenses incurred while working for Roadie;
- c. Not paying its Roadie delivery drivers at the required overtime rate for time worked more than eight hours in a day, for time worked more than 40 hours in a week, or for working seven consecutive days;

38. Roadie also fails to provide Plaintiffs and its other California delivery drivers the itemized wage statements required under California law, thereby concealing from Roadie delivery drivers features of its compensation that are unlawful. As a result, Plaintiffs and other California Roadie delivery drivers cannot readily identify and attempt to resolve the multiple ways that their wage payments do not comply with the law.

### **CLASS ALLEGATIONS**

39. Plaintiffs bring this action individually and as a class action on behalf of a proposed Class defined as follows:

All persons who at any point performed Roadie XD delivery services for Roadie in California within the last four years and who were treated or classified by Roadie at any

1 time during this period as independent contractors.

2 40. Plaintiffs and many proposed Class Members worked as Roadie delivery drivers more  
3 than 8 hours in a single day or 40 hours in a week.

4 41. Roadie failed to pay Plaintiffs and proposed Class Members the required overtime rate  
5 for the hours worked over eight in a day or 40 in that week.

6 42. Further, Roadie delivery drivers often deliver seven days in a row, causing them to work  
7 on the seventh day of a workweek. Roadie failed to pay Plaintiffs and proposed Class Members the  
8 required overtime rate for all hours worked on the seventh day of a workweek.

9 43. Plaintiffs and proposed Class Members routinely performed work for the benefit of  
10 Roadie before and after the start of Plaintiffs' and proposed Class Members' scheduled gigs.

11 44. Roadie did not pay Plaintiffs and proposed Class Members for any time worked before  
12 or after Plaintiffs' and proposed Class Members' scheduled gigs.

13 45. Roadie did not reimburse Plaintiffs or proposed Class Members for the full costs of  
14 making the deliveries and other business expenses, including for their mileage and cell phones, which  
15 were expenses they incurred for performing their work.

16 46. Plaintiffs and proposed Class Members regularly did not receive meal and rest breaks  
17 as required by California law. They were unable to have a duty-free uninterrupted meal break. They  
18 regularly did not take two ten-minute rest breaks during the course of their workday. Roadie did not  
19 pay meal or rest break premiums to Plaintiffs and Class Members when they were unable to take full  
20 meal and rest breaks as required by California law.

21 47. This action is brought, and may properly be maintained, as a class action pursuant to  
22 California Code of Civil Procedure § 382 because there is a well-defined community of interest in the  
23 litigation, and the proposed class defined above is easily ascertainable. This action presents questions  
24 of common interest and satisfies the numerosity, commonality, typicality, adequacy, predominance,  
25 and superiority requirements of this provision.

26 48. Plaintiffs reserve the right under California Rule of Court § 3.765 to amend or modify  
27 the class definition and description with greater specificity or division into subclasses or limitations for  
28 particular issues, upon review of additional discovery or information learned in the course of the

litigation.

49. The Class is so numerous that the individual joinder of all of its members is impracticable, and a class action is the only available method for the fair and efficient adjudication of this controversy. Although the exact number and identities of proposed Class Members is unknown to Plaintiffs at this time, this information can readily be ascertained through appropriate discovery, including Roadie's and Class Members' records. Plaintiffs are informed and believe that the proposed Class includes at least 1,000 persons.

50. Common questions of fact and law exist as to all members of the proposed Class that predominate over any questions affecting only individual proposed Class Members. These common legal and factual questions, which do not vary from Class Member to Class Member, and which may be determined without reference to the individual circumstances of any Class Member, include, but are not limited to, the following:

- a. Whether proposed Class Members were free from the control and direction of Roadie in connection with the performance of their work;
- b. Whether proposed Class Members performed work outside the usual course of Roadie's business;
- c. Whether Roadie had a policy or practice of reimbursing proposed Class Members for expenses that they incurred in the performance of their jobs;
- d. Whether Roadie classified its delivery drivers as independent contractors, and whether this classification was incorrect under California law;
- e. Whether Roadie had a policy or practice of providing meal or rest breaks to proposed Class Members as required by California law;
- f. Whether Roadie knew or should have known that Class Members regularly worked more than 40 hours per week and/or eight hours per day or for seven consecutive days; and
- g. Whether Roadie failed, upon termination of Plaintiff Popov and proposed Class Members who are former employees, to timely pay wages that were due to them for minimum wage, overtime, and missed meal and rest periods.

1           51.     Plaintiffs' claims are typical of the claims of the Class. Like other members of the  
2 proposed Class, Plaintiffs were misclassified as independent contractors by Roadie but were in fact  
3 Roadie's employees and are therefore owed wages, penalties, and reimbursements pursuant to the  
4 California Labor Code.

5           52.     Plaintiffs are adequate representatives of the proposed Class because their claims are  
6 typical of those of the Class. Plaintiffs have the same interests in the litigation of this case as the Class  
7 Members; they are committed to vigorous prosecution of this case and have retained competent counsel  
8 experienced in employment class actions and litigation of this nature.

9           53.     Roadie has engaged in a common course of misclassifying employees as independent  
10 contractors and failing to pay workers all wages and expense reimbursements that are due. The common  
11 issues arising from this conduct that affect Plaintiffs and Class Members predominate over any  
12 individual issues. Adjudication of these common issues in a single action has important and desirable  
13 advantages of judicial economy.

14           54.     A class action is superior to other available methods for the fair and efficient  
15 adjudication of the controversy because individual litigation of the claims of all Class Members is  
16 impracticable. Even if every Class Member could afford individual litigation, the court system could  
17 not. It would be unduly burdensome to the courts in which individual litigation of numerous cases  
18 would proceed, raising the same misclassification claim. Individualized litigation would also present  
19 the potential for varying, inconsistent, or contradictory judgments and would greatly increase delays  
20 and expenses for all parties and the court system, resulting from multiple trials of the same complex  
21 factual issues.

22           55.     Moreover, individual actions by Class Members may establish inconsistent standards of  
23 conduct for Roadie. By contrast, the conduct of this action as a class action, with respect to some or all  
24 of the issues presented herein, presents fewer management difficulties, conserves the resources of the  
25 parties and the court system, and protects the rights of each Class Member.

26           56.     Roadie has acted or refused to act in respects generally applicable to the Class, thereby  
27 making appropriate relief with regard to the members of the Class as a whole, as requested herein.  
28

**FIRST CAUSE OF ACTION**

**(Violation of Cal. Labor Code §§ 510, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and 1199, and**

**Cal. Wage Order No. 9—Failure to Pay for All Hours Worked at Required Rate)**

**(brought by Plaintiffs on behalf of themselves and all proposed Class Members)**

57. Plaintiffs reassert and re-allege the allegations set forth in the paragraphs above.

58. Roadie pays its Roadie delivery drivers a flat amount for each offer.

59. Roadie pays delivery drivers for offers starting as low as \$6.75 for an offer.

60. Roadie does not increase the pay even if a delivery takes more time than estimated or causes the delivery driver to drive more miles than projected.

61. Every two weeks, Roadie delivery drivers receive an earnings statement which includes “total engaged time” and “total engaged mileage.”

62. The amount the Roadie delivery driver is paid, as reflected on the earnings statement, does not include the total time a delivery driver spends on delivering offers.

63. Roadie does not pay its delivery drivers for all the time that the drivers spend working for Roadie’s benefit before they can commence their deliveries and after the end of their scheduled offers.

64. As alleged above, throughout the Class Period, Plaintiffs and proposed Class Members were required to work more than eight hours per day and more than 40 hours per week and on the seventh day of a workweek.

65. Roadie regularly did not pay premium overtime wages for overtime hours worked. Instead, Roadie paid a flat rate for offers regardless of the number of hours Plaintiffs or proposed Class Member had been working.

66. At all times relevant herein, California Labor Code § 510 and Wage Order No. 9 provides that employees are entitled to overtime compensation at the rate of one and one-half times his or her regular rate of pay for all hours worked in excess of eight hours in a day or more than 40 hours in a workweek or on the seventh consecutive day of a workweek, and to double time compensation at the rate of two times his or her regular rate of pay for all hours worked in excess of twelve hours in a day or more than eight hours on any seventh day of a workweek.

67. Defendant failed to pay Plaintiffs and proposed Class Members overtime pay for

overtime hours worked.

68. During their employment with Defendant, Plaintiffs and proposed Class Members worked more than eight hours in a day and more than 40 hours in a week and on the seventh day in a workweek for which they were not properly paid overtime.

69. Roadie instead paid them only the flat rate per offer that was originally offered when they accepted the offer, regardless of whether they worked more or less than eight hours in a day or 40 hours in a week or on the seventh day in a workweek.

70. Despite the hours worked by Plaintiffs and proposed Class Members, Defendant willfully, in bad faith, and in knowing violation of the Labor Code failed and refused to pay them overtime compensation.

71. Due to the substantial time that Roadie delivery drivers were suffered or permitted to work without compensation, they routinely were not paid at least the minimum wage for all time worked.

72. The foregoing conduct, as alleged, constitutes a violation of Defendant's requirement to pay Plaintiffs and proposed Class Members the unpaid portion of the California Labor Code §§ 510, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and Wage Order 9, which similarly protect Plaintiffs' and proposed Class Members' right to earn a minimum wage and provide for damages and punishment for violations of that right.

73. Plaintiffs and proposed Class Members are therefore entitled to recover from Defendant the unpaid balance of unpaid wages and overtime compensation, to be determined at trial, plus interest on that amount, and reasonable attorneys' fees and costs.

## **SECOND CAUSE OF ACTION**

**(Violation of Labor Code § 2802 and Cal. Wage Order No. 9—Failure to Reimburse Business Expenses)**

**(brought by Plaintiffs on behalf of themselves and all proposed Class Members)**

74. Plaintiffs hereby incorporate by reference each and every paragraph set forth above as though fully set forth here.

75. Roadie failed to fully indemnify and reimburse Plaintiffs and proposed Class Members for necessary expenditures Plaintiffs and proposed Class Members have incurred as a direct result of

1 the duties they performed for Roadie's benefit and/or at its direction.

2 76. The foregoing conduct, as alleged, constitutes a violation of Cal. Labor Code § 2802,  
3 which provides that "[a]n employer shall indemnify his or her employee of all necessary expenditures  
4 or losses incurred by the employee in direct consequence of the discharge of his or her duties."

5 77. Wage Order 9 provides that "[w]hen tools or equipment are required by the employer  
6 or are necessary to the performance of a job, such tools and equipment shall be provided and maintained  
7 by the employer."

8 78. Roadie failed to provide and maintain tools and equipment that Plaintiffs and proposed  
9 Class Members required to perform their duties, including a vehicle, gasoline, car insurance,  
10 reimbursement for car maintenance, depreciation and repairs, license fees, inspection fees, tolls and  
11 fines, parking fees, and cell phone usage.

12 79. As a result of this failure, Plaintiffs and proposed Class Members are entitled to recover  
13 unreimbursed expenses, penalties, costs incurred, and attorneys' fees pursuant to Labor Code § 2802(b)  
14 and Wage Order 9.

15 **THIRD CAUSE OF ACTION**

16 **(Violation of Cal. Labor Code §§ 226(a), 226.3 and 1174(d) and Cal. Wage Order No. 9—**

17 **Failure to Provide Itemized Wage Statements)**

18 **(brought by Plaintiffs on behalf of themselves and all proposed Class Members)**

19 80. Plaintiffs hereby incorporate by reference each and every paragraph set forth above as  
20 though fully set forth here.

21 81. The foregoing conduct, as alleged, constitutes a violation of Cal. Labor Code § 226 and  
22 Wage Order 9.

23 82. Roadie was required to maintain payroll records showing the hours worked daily by and  
24 the wages paid to its employees pursuant to Cal. Labor Code § 1174(d). However, upon information  
25 and belief, it did not do so.

26 83. Roadie failed to provide, as the law requires, itemized wage statements to Plaintiffs and  
27 proposed Class Members during each pay period showing net wages earned, the last four digits of the  
28 employee's Social Security number, and all applicable hourly rates in effect during the pay period.

84. As Roadie only reported to its delivery drivers the aggregate bi-weekly wages paid, it failed to disclose even the number of hours worked and how the compensation was calculated.

85. As a result of this failure, Plaintiffs and proposed Class Members are entitled to recover the greater of actual damages or statutory penalties, together with costs and reasonable attorneys' fees pursuant to Cal. Labor Code § 226(e).

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

**(Violation of Cal. Labor Code §§ 226.7 and 512 and Cal. Wage Order No. 9—Failure to Provide Meal Periods)**

**(brought by Plaintiffs on behalf of themselves and proposed Class Members)**

86. Plaintiffs hereby incorporate by reference each and every paragraph set forth above as though fully set forth here.

87. Plaintiffs and proposed Class Members have regularly worked in excess of five hours a day without being afforded at least a half-hour meal period in which they were relieved of all duties as required by California Labor Code §§ 226.7 and 512 and Wage Order No. 9.

88. By failing to consistently provide Plaintiffs and proposed Class Members an uninterrupted, 30-minute meal period within the first five hours of work each day, Roadie violated the California Labor Code and applicable Wage Order provisions.

89. Plaintiffs are informed and believe, and on that basis allege that Roadie has never paid the one hour of compensation as a premium payment to any proposed Class Member pursuant to California Labor Code § 226.7 for not providing proper meal periods.

90. As a direct and proximate result of Defendant's unlawful conduct as set forth herein, Plaintiffs and proposed Class Members have sustained damages, including loss of compensation resulting from missed meal periods, meal period premiums owed them, interest on all amounts owed, and reasonable attorneys' fees and costs in amounts to be determined at trial.

1 **FIFTH CAUSE OF ACTION**

2 **(Violation of Cal. Labor Code § 226.7 and Cal. Wage Order No. 9—Failure to Provide Rest**  
3 **Breaks)**

4 **(brought by Plaintiffs on behalf of themselves and all proposed Class Members)**

5 91. Plaintiffs hereby incorporate by reference each and every paragraph set forth above as  
6 though fully set forth here.

7 92. At all times relevant to this case, Roadie employed Plaintiffs and proposed Class  
8 Members, as a result of which Plaintiffs and proposed Class Members have been entitled to the  
9 protections of the California Labor Code and Wage Order 9.

10 93. Roadie failed to provide Plaintiffs and proposed Class Members with ten-minute duty-  
11 free paid rest breaks when Plaintiff and proposed Class Members worked 3.5 hours or more  
12 consecutively. Roadie further failed to provide a second rest break to the extent that Plaintiffs and  
13 proposed Class Members worked more than six hours in a day.

14 94. The foregoing conduct, as alleged, constitutes a violation of California Labor Code §  
15 226.7 and Wage Order No. 9.

16 95. As a consequence, Roadie owes Plaintiffs and proposed Class Members one additional  
17 hour of pay at Plaintiffs' and proposed Class Members' regular rate of pay for each day with a missed  
18 rest break, pursuant to California Labor Code § 226.7(c). That additional hour of pay is considered as  
19 a wage owed to Plaintiffs and proposed Class Members.

20 **SIXTH CAUSE OF ACTION**

21 **(Violation of Cal. Labor Code §§ 201, 202, & 203 and Cal. Wage Order No. 9—Waiting**  
22 **Time Penalties)**

23 **(brought by Plaintiff Popov on behalf of all proposed Class Members who are former**  
24 **employees)**

25 96. Plaintiff Popov hereby incorporates by reference each and every paragraph set forth  
26 above as though fully set forth here.

27 97. California Labor Code sections 201 and 202 require Roadie to pay Plaintiffs and  
28 proposed Class Members all wages due within the time specified by law. California Labor Code section

203 provides that if an employer willfully fails to timely pay such wages, the employer must continue to pay the subject employee's wages until the back wages are paid in full or an action is commenced, up to a maximum of 30 days of wages.

98. When Roadie terminated Plaintiff Popov and proposed Class Members as Roadie delivery drivers, it willfully failed to pay Plaintiff Popov and terminated proposed Class Members for all hours worked since issuance of Plaintiff Popov's and proposed Class Members' previous paychecks in violation of the California Labor Code and Wage Order 9.

99. As a consequence of Roadie's willful conduct in failing to compensate Plaintiff Popov and terminated proposed Class Members for all hours worked, Plaintiff Popov and proposed Class Members are entitled to the wages payable for 30 days, under Labor Code section 203, together with interest thereon and attorneys' fees and costs.

#### **SEVENTH CAUSE OF ACTION**

**(Violations of the Unfair Competition Law, California Business & Professions Code § 17200, *et seq.*)**

**(brought by Plaintiffs on behalf of themselves and all proposed Class Members)**

100. Plaintiffs hereby incorporate by reference each and every paragraph set forth above as though fully set forth here.

101. California Business & Professions Code § 17200, *et seq.* ("UCL") prohibits "unfair competition" in the form of any unlawful, unfair, or fraudulent business act or practice.

102. Beginning at an exact date unknown to Plaintiffs but within four years preceding the filing of this action, Defendant has engaged in unfair competition by violating each of the following laws. Each of these violations constitutes an independent and separate violation of the UCL:

a. Wage Order 9;

b. Cal. Labor Code § 226.8, which makes it unlawful for employers to willfully misclassify workers as independent contractors, and to charge an individual who has been willfully misclassified as an independent contractor a fee, or make any deductions from compensation, for any purpose including for goods, materials, services, licenses, repairs, equipment maintenance, or fines arising from the individual's employment

1 where any of the acts described would have violated the law if the individual had not  
2 been misclassified;

3 c. Cal. Labor Code §§ 510, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199;

4 d. Cal. Labor Code § 2802;

5 e. Cal. Labor Code §§ 226(a), 226(e), 226(f) 1174(d);

6 f. Cal. Labor Code §§ 201, 202, 203;

7 g. Cal. Labor Code § 512;

8 h. Cal. Labor Code § 226.7.

9 103. Defendant's knowing failure to adopt policies in accordance with and/or to adhere to  
10 these laws, all of which are binding upon and burdensome to its competitors, engenders an unfair  
11 competitive advantage to Defendant, thereby constituting an unfair business practice under California  
12 Business & Professions Code §§ 17200, *et seq.*

13 104. Plaintiffs and proposed Class Members have suffered injury in fact and have lost money  
14 as a direct and proximate result of Defendant's unfair competition, including, but not limited to, money  
15 due to them as wages and overtime compensation, compensation for missed meal and rest periods, and  
16 waiting time penalties, which money has been acquired by Defendant by means of their unfair  
17 competition within the meaning of the UCL.

18 105. Pursuant to California Business & Professions Code § 17200, *et seq.*, Plaintiffs and  
19 proposed Class Members are entitled to: (i) restitution of all wages and compensation alleged herein  
20 that Defendant withheld and retained during the period commencing four years preceding the filing of  
21 this action, (ii) an award of reasonable attorneys' fees pursuant to Cal. Civ. Proc. Code § 1021.5 and  
22 other applicable law, and (iii) an award of costs. All remedies are cumulative pursuant to California  
23 Business & Professions Code § 17205.

## 24 **EIGHTH CAUSE OF ACTION**

25 **(Violations of the Private Attorney General Act, Cal. Labor Code §§ 2698–2699)**

26 **(brought by Plaintiffs on behalf of all Aggrieved Employees and the State of California)**

27 106. Plaintiffs hereby incorporate by reference each and every paragraph set forth above as  
28 though fully set forth here.

107. Plaintiffs bring this representative action under California Labor Code 2698–2699, on behalf of themselves, all other Aggrieved Employees, and the State of California.

108. At all relevant times, Plaintiffs and the Aggrieved Employees were employed by Defendant and therefore entitled to the protections of the California Labor Code and Wage Order 9.

109. As alleged herein, Defendant violated California Labor Code §§ 201-203, 226, 226.3 226.7, 226.8, 510, 512, 1174(d), 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199 2802, and Wage Order 9 throughout the entire PAGA liability period—from June 5, 2025 to the present.

110. PAGA permits an aggrieved employee to collect or enforce the civil penalty authorized by law and normally collectible by the California Labor and Workforce Development Agency (“LWDA”), to address violations for which no penalty has been established.

111. California Labor Code § 2699(f) permits aggrieved employees to recover a default penalty in the amount of \$100 for each aggrieved employee per pay period for the initial violation, and \$200 for each aggrieved employee per pay period for each subsequent violation.

112. Plaintiffs seek to collect and enforce these civil penalties for the following Labor Code violations in the year prior to the date that this complaint was filed and up to the present: California Labor Code §§ 201-203, 226, 226.3 226.7, 226.8, 510, 512, 1174(d), 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199 2802; and Wage Order (9).

113. On June 5, 2026, by certified mail, Plaintiffs' counsel submitted notice to the LWDA of the specific provisions of the Labor Code that have been violated, including the facts and theories supporting each violation. The sixty-five-day statutory period has expired, and Plaintiffs have not received notice that the LWDA intends to investigate or that Defendant has cured the alleged violations.

## PRA YER

WHEREFORE, on behalf of themselves, the proposed Class Members, the Aggrieved Employees, and the State of California, Plaintiffs seek judgment against Defendant as follows:

1. A declaratory judgment that the practices complained of herein are unlawful and that Plaintiffs and the putative Class Members are “employees” under California law;
2. An injunction against Roadie, its officers, agents, successors, employees, representatives, and any and all persons acting in concert with it, as provided by law, from engaging

1 in each of the unlawful practices set forth herein;

2 3. Statutory penalties;

3 4. An award of damages and restitution, paid by Roadie, according to proof;

4 5. Pre-judgment and post-judgment interest, as provided by law;

5 6. For unpaid wages (including unpaid minimum wages and overtime wages);

6 7. Such other injunctive and equitable relief as is just and proper;

7 8. For civil penalties under PAGA for Defendant's violations of various Labor Code  
8 provisions as to Plaintiffs and other aggrieved employees in California, as detailed above;

9 9. Attorneys' fees and costs, pursuant to California Labor Code §§ 210, 218.5, 226(e),  
10 226(h) 512, 1194, 2802, 2699; California Code of Civil Procedure § 1021.5, and all other bases for  
11 fees in the California Labor Code.

1 DATED: August 14, 2026

Respectfully submitted,

2  
3 By: /s/ Steven M. Tindall

Steven M. Tindall (Cal. Bar No. 187862)

4 Ashleigh A. Musser (Cal. Bar No. 305455)

E. Wynne Tidwell (Cal. Bar No. 348179)

5 GIBBS MURA LLP

1111 Broadway, Suite 2100

6 Oakland, CA 94607

Telephone: (510) 350-9700

7 [smt@classlawgroup.com](mailto:smt@classlawgroup.com)

[aam@classlawgroup.com](mailto:aam@classlawgroup.com)

8 [ewt@classlawgroup.com](mailto:ewt@classlawgroup.com)

9 By: /s/ Joseph M. Sellers

Joseph M. Sellers (D.C. Bar No. 318410)

10 Brian Corman (Cal. Bar No. 294042)

COHEN MILSTEIN SELLERS & TOLL PLLC

11 1100 New York Ave. NW, Suite 800

Washington, DC 20005

12 Telephone: (202) 408-4600

[jsellers@cohenmilstein.com](mailto:jsellers@cohenmilstein.com)

13 [bcorman@cohenmilstein.com](mailto:bcorman@cohenmilstein.com)