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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO-CENTRAL DIVISION

THOMAS BRADLEY, an individual, as the State of California's designated proxy pursuant to the Private Attorneys General Act (PAGA) on behalf of the State of California and Aggrieved Employees,

Plaintiffs,

vs.

GARUDA LABS, INC. DBA INSTAWORK, a Delaware corporation; SUMIR MEGHANI, an individual; and DOES 1 through 100 inclusive

Defendants.

Case No.: 26CU058768C

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. **Meal and Rest Break Labor Code Violations;**
4. **Failure to Make Payments Within the Required Time;**
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.**

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Plaintiff THOMAS BRADLEY, in his capacity as the State of California's designated proxy under the Private Attorneys General Act and on behalf of Aggrieved Employees (collectively the "Plaintiffs"), alleges the following:

NATURE OF THE ACTION

1. Plaintiff BRADLEY is proceeding in his nonindividual capacity pursuant to the Private Attorneys General Act (PAGA) of 2004, seeking nonindividual civil penalties only on behalf of the State of California and for all Aggrieved Employees. *Kim v. Reins International California, Inc.*, 9 Cal. 5th 73 (2020).

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

3. Defendant INSTAWORK is a referral agency/staffing company that employed thousands of Aggrieved Employees statewide as independent contractors.

4. Defendant INSTAWORK partners with various employers (Defendant calls them "Customers") that need cheap labor.

5. Employers use Defendant INSTAWORK's smartphone application (the "Instawork App") to select and employ Aggrieved Employees.

6. Defendant INSTAWORK hires people to work in various capacities, directing Aggrieved Employees on exactly how to complete their jobs.

7. Defendant INSTAWORK maintained an unfair competitive advantage by misclassifying its so-called "Workers" as independent contractors and evading

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long-established worker protections under California law.

8. During all times relevant, Defendant INSTAWORK unlawfully classified its Workers as independent contractors instead of employees.

9. Through this misclassification, Defendant INSTAWORK avoided paying Aggrieved Employees a lawful wage and unlawfully deferred substantial expenses to its workers, including the cost of equipment, car registration, insurance, gas, maintenance, parking fees, and cell phone data usage.

10. Defendant INSTAWORK also maintained an unfair advantage over its law-abiding competitors because, due to the misclassification, it contributed less to California's unemployment insurance, disability insurance, and other state and federal taxes.

11. Defendant INSTAWORK cannot meet its burden of showing its workers (i.e., Aggrieved Employees) were 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 workers were free from the control and direction of Defendant INSTAWORK in connection with the performance of the work; (b) its workers performed work outside the usual course of Defendant INSTAWORK's business; and (c) its workers were customarily engaged in an independently established trade, occupation, or business of the same nature as the work performed for Defendant INSTAWORK. *Id*. at 916-917.

12. Because Defendant INSTAWORK's workers (i.e., Aggrieved Employees) were employees, Aggrieved Employees have several entitlements under the California Labor Code, including, but not limited to, minimum wage, overtime pay, meal breaks, paid rest breaks and reimbursement for expenses necessary to perform the job, yet during all time relevant Defendant INSTAWORK failed to provide its workers with any of these entitlements.

13. Defendants' systematic misclassification of Plaintiff and Aggrieved Employees as independent contractors, coupled with their failure to comply with

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California's wage and hour laws, deprived workers of fundamental statutory protections and enabled Defendants to reduce their labor costs at the expense of their workers.

14. The City of Denver, for example, pursued an enforcement action against INSTAWORK for misclassification and violations of Colorado's labor laws. *See* http://denvergov.org/files/assets/public/v/2/auditor/documents/denver-labor/2024/instawork-garuda-labs-inc.-liability-determination-1.16.24.pdf.

15. Similarly, the Labor Commissioner for the State of California in *Brower, et al. v. Garuda Labs, Inc. DBA Instawork*, SFSC Case No. CGC-25-624719 is seeking to hold Defendants accountable for violations of §§ 226, 226.8, 2810.5, and sick pay provisions of the Labor Code.

16. By this action, Plaintiffs seek civil penalties 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.

JURISDICTION AND VENUE

17. 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.

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

19. 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 (see e.g., www.instawork.com/category/conference-staffing/san-diego) 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).

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THE PARTIES

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

21. Plaintiff THOMAS BRADLEY is an individual who resides in California.

22. Defendant GARUDA LABS, INC. dba INSTAWORK is a Delaware corporation doing business in California.

23. Defendant SUMIR MEGHANI is an individual and was an owner, officer, managing agent, manager, and/or person acting on behalf of Defendant GARUDA LABS, INC. dba INSTAWORK within the meaning of Labor Code § 558.1.

24. The true names and capacities, whether individual, corporate, associate, or otherwise of the Defendants named herein as DOES 1 through 100, are unknown to Plaintiffs at this time. Plaintiffs therefore sue said Defendants by such fictitious names pursuant to § 474 of the California Code of Civil Procedure. Plaintiffs will seek leave to amend this Complaint to allege the true names and capacities of DOES 1 through 100 when the correct identities are ascertained. Plaintiffs are informed and believe, and based thereon allege, that each of the DOE Defendants is in some manner liable to Plaintiffs for the events and actions alleged herein. All named Defendants and DOES 1 through 100 are collectively referred to as "Defendants."

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

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

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Defendant was acting partly within and partly without the scope and course of their employment, and was acting with the knowledge, permission, consent, and ratification of every other Defendant.

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

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

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

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

31. By this Complaint, Plaintiffs provide notice to DOES 1-100 pursuant to Labor Code § 2810.3(b) and Plaintiffs demand that DOES 1-100 provide all facts in support of the contention that DOES 1-100 are not liable under Labor Code §§ 2753 and 2810.3.

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

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GENERAL ALLEGATIONS

33. Defendant INSTAWORK is an employee referral agency/staffing business that partners with various companies in California and is a hirer of thousands of people statewide to provide services to these companies through its Instawork application and website.

34. Founded in 2015, Defendant INSTAWORK's Instawork application is an integral tool it uses to tap the labor market.

35. Defendant INSTAWORK uses its INSTAWORK application to, for example, communicate with workers and new hires by advertising job assignments.

36. The typical user will see a job they are interested in doing advertised on Defendant INSTAWORK's website and, if interested, the user must download the Instawork application, register an account, and create a worker profile.

37. Users of Defendant INSTAWORK's Instawork application must provide Defendant INSTAWORK with their personal information, such as their name, address, phone number, social security number, etc. and are required to enter into an agreement with Defendant INSTAWORK.

38. If hired, during all time relevant until on or about June 15, 2025, Defendant INSTAWORK misclassified Aggrieved Employees as independent contractors.

39. From about June 15, 2025, to the present, Defendant INSTAWORK classified Aggrieved Employees as employees, yet still violated the Labor Code as alleged in this Complaint.

Plaintiff BRADLEY's Standing as a PAGA Plaintiff.

40. During all times relevant, Plaintiff BRADLEY alleges that he was employed by Defendants as an independent contractor until about June 15, 2025 and thereafter Defendants classified him as a nonexempt employee.

41. During the applicable statutory limitations period, Plaintiff personally suffered each of the Labor Code violations for which he seeks nonindividual PAGA

civil penalties, thereby satisfying the definition of an aggrieved employee under Labor Code § 2699(c)(1).

42. On March 12, 2025, Plaintiff BRADLEY filed two different demands for arbitration with Judicial Arbitration and Mediation Services, Inc. (JAMS) against Defendant Instawork in which he alleged violations of the Labor Code and sought, among other things, PAGA penalties.

43. The foregoing arbitrations were subsequently consolidated into one arbitration matter.

44. The parties thereafter mutually selected the Hon. Jill Fannin (Ret.) to serve as the Arbitrator.

45. On August 20, 2026, Defendants made a Rule 68 offer of judgment.

46. On September 2, 2026, Plaintiff BRADLEY accepted Defendants' Rule 68 offer of judgment.

47. On October 9, 2026, the parties' Arbitrator signed an Interim Award pursuant to the accepted offer of judgment.

48. Plaintiff alleges that the resolution of his individual employment claims did not extinguish the Labor Code violations previously committed against him or otherwise eliminate his status as an aggrieved employee. *See Kim v. Reins International California, Inc.*, 9 Cal. 5th 73, 80, 84 (2020) (California Supreme Court held that settlement of an employee's individual Labor Code claims does not extinguish the employee's standing to prosecute a PAGA action on behalf of the State of California); *Adolph v. Uber Technologies, Inc.*, 14 Cal. 5th 1104, 1117 (2023) (California Supreme Court reaffirmed *Kim* recognizing that arbitration of an employee's individual claims does not extinguish the employee's status as an aggrieved employee).

49. Plaintiff alleges that, although the arbitration demands referenced PAGA penalties, the accepted offer of judgment and resulting Interim Award did not expressly adjudicate, compromise, or release the State of California's claims for

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nonindividual PAGA civil penalties arising from violations committed against other Aggrieved Employees.

50. Plaintiff further alleges that no settlement of such nonindividual PAGA claims was submitted to or approved by the Superior Court pursuant to Labor Code § 2699(s)(2).

51. Accordingly, Plaintiff contends that the resolution of his individual employment claims does not extinguish his authority to pursue otherwise viable nonindividual PAGA claims on behalf of the State of California.

52. Plaintiff further alleges that the arbitration proceedings did not adjudicate or resolve the State of California's claims for nonindividual PAGA civil penalties arising from violations committed against other Aggrieved Employees.

53. Plaintiff does not seek to relitigate his resolved individual employment claims or obtain duplicative individual relief.

54. Plaintiff brings this action in his representative capacity as the State of California's authorized proxy, seeking civil penalties for Labor Code violations committed against other Aggrieved Employees pursuant to Labor Code §§ 2698 *et seq*.

55. Plaintiff alleges that the resolution of his individual employment claims does not deprive him of standing to pursue nonindividual PAGA penalties because PAGA standing turns upon the existence of qualifying Labor Code violations committed against the employee, rather than whether the employee's personal claims have been compensated. *Kim*, 9 Cal. 5th at 84; *Adolph v. Uber Technologies, Inc.*, 14 Cal. 5th 1104, 1117 (2023).

56. Plaintiff accordingly seeks only nonindividual PAGA civil penalties, reasonable attorneys' fees and costs as authorized by law, and such other relief as may be available in an action brought on behalf of the State of California, without seeking a second recovery for his previously resolved individual employment claims.

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Until About June 15, 2025, Defendants Misclassified Plaintiff and Aggrieved Employees as Independent Contractors.

57. Defendants affirmatively represented to the named Plaintiff and Aggrieved Employees that Defendants would pay them a fixed hourly rate for each open shift Defendants posted.

58. Similarly, through the shifts that Defendants post on the INSTAWORK application, Defendants promised the named Plaintiff and Aggrieved Employees a fixed hourly rate for all hours worked.

59. Specifically, alongside each shift that Defendants post, Defendants notify the Aggrieved Employees of the hourly rate Defendants will pay them if they work that shift.

60. After reviewing and considering Defendants' offer, the named Plaintiff and Aggrieved Employees accepted Defendants' offer(s) by accepting the shift and performing the prearranged duties.

61. Until about June 15, 2025, Defendant INSTAWORK and its partners misclassified their workers (i.e., Aggrieved Employees) as independent contractors instead of employees.

62. Defendants cannot meet their burden of proving their workers (i.e., Aggrieved Employees) were independent contractors.

63. Defendants exercised significant control over the work Aggrieved Employees performed.

64. After Defendant INSTAWORK performs background checks on its workers, Defendant INSTAWORK provides the location of job assignments, scheduling, billing, pay, and the facilitation of taxes of its workers, among other things, through its Instawork application to Aggrieved Employees.

65. Workers (i.e., Aggrieved Employees) must communicate with Defendant INSTAWORK through its Instawork application.

66. Once an INSTAWORK worker accepts a job assignment, Defendant

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INSTAWORK provides workers with the exact location of the job assignment.

67. When arriving at the client end-user's job location, workers (i.e., Aggrieved Employees) must identify themselves as a worker being sent from Defendant INSTAWORK.

68. Workers (i.e., Aggrieved Employees) then use the Instawork application to report their time checking in and their time checking out for pay purposes.

69. Defendant INSTAWORK handles all aspects of workers' pay.

70. Client end-users (usually restaurants) generally tell workers (i.e., Aggrieved Employees) what to do, where to do their work, how to do their work, and provide the tools for them to perform their work.

71. Defendant INSTAWORK requires workers (i.e., Aggrieved Employees) to appear for their work at specified times.

72. Workers (i.e., Aggrieved Employees) must notify Defendant INSTAWORK, through the Instawork application, when they arrive, and when they leave their job assignment.

73. Defendant INSTAWORK uses a rating system to assess workers' performance, which information is shared with Defendant INSTAWORK's client end-users.

74. Defendant INSTAWORK reduces working hours, pay, and terminates workers (i.e., Aggrieved Employees) with low ratings.

75. Defendants can also terminate INSTAWORK workers for violating one or more of the rules that INSTAWORK imposes by contract, or with no cause at all.

76. INSTAWORK workers lack business autonomy.

77. INSTAWORK's workers are not engaged in independently-established businesses.

78. INSTAWORK workers are dependent on Defendants to identify businesses for them to work at, and they do not need to possess any particular or special skills other than those required to work, for example, as a server, bartender,

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cook, or general laborer.

79. By working for Defendants, INSTAWORK workers have not independently made the decision to go into business for themselves.

80. Instead, until about June 15, 2025, Defendants unilaterally determined that Plaintiff and INSTAWORK's workers were independent contractors.

81. Defendants also prohibited and continue to prohibit Plaintiff and INSTAWORK workers from setting their rates of pay for their own services; instead, the terms are take-it-or-leave-it.

82. Defendants are responsible for paying Plaintiff and Instawork workers based on the rate of pay which is set for each job that an Instawork worker completes, and the number of hours which an Instawork worker records into the Instawork App.

83. The work performed by workers (i.e., Aggrieved Employees) is within Defendant INSTAWORK's usual course of business.

84. Accordingly, workers (i.e., Aggrieved Employees) are an essential part in providing the service Defendant INSTAWORK promises to its customers.

85. Defendant INSTAWORK's technology facilitates the process, while workers (i.e., Aggrieved Employees) perform the labor under the direction of Defendant INSTAWORK and its customers.

The Plaintiff's Work Experience is Typical of Other Aggrieved Employees.

86. Defendant INSTAWORK's so-called workers (i.e., Aggrieved Employees) are not customarily engaged in an independently established trade, occupation, or business.

87. During all times relevant, Defendants employed the named Plaintiff to perform generally kitchen and restaurant work on an hourly basis at various locations in California.

88. Kitchen and restaurant work are not distinct trades.

89. Kitchen and restaurant work does not require a unique license, education, specialized training, or skill.

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

91. Despite failing to meet each prong of *Dynamex,* Defendants unilaterally characterized the named Plaintiff and Aggrieved Employees as independent contractors to evade the requirements under the California Labor Code.

92. During all time relevant, Defendants agreed to pay the named Plaintiff and workers (i.e., Aggrieved Employees) hourly but did not guarantee the named Plaintiff and Aggrieved Employees minimum wage, overtime pay, sick pay, paid leave, health insurance, meal and rest breaks, which are normal requirements under state and local laws for employees.

93. Defendants did not and do not reimburse Plaintiff and Aggrieved Employees for work-related expenses, including vehicle mileage incurred during work-related trips and personal cellphone and data usage, even though Defendant INSTAWORK requires workers to maintain smartphones to record their working hours through the Instawork application.

94. Defendants denied the named Plaintiff and Aggrieved Employees the benefits and protections of employees.

95. Even once Defendants switched their business model and began to classify Plaintiff and Aggrieved Employees as employees, Defendants nevertheless continued to violate the Labor Code.

Wage Claims.

96. During all times relevant and continuing to the present, and pursuant to company policy and/or practice and/or direction, Defendants failed to pay Plaintiff and Aggrieved Employees all wages, e.g., straight pay, minimum wages, local wages, etc., as required by law.

97. This claim is premised, in part, on Defendants' failure to pay wages to Plaintiff and Aggrieved Employees for off-the-clock work.

98. For example, during the timeframe alleged above, Defendants sent the named Plaintiff and Aggrieved Employees to work at various locations in California.

99. Plaintiff and Aggrieved Employees generally worked fixed shifts; however, upon reporting to their assigned worksites, they were required to notify an onsite manager of their arrival and wait for the manager to provide a login code before they could clock in.

100. Plaintiff and Aggrieved Employees often needed the code to log in and begin their shifts.

101. Consequently, they were required to wait, sometimes for five minutes or longer, before they could clock in.

102. Defendants also required Plaintiff and Aggrieved Employees to arrive for a shift but, upon arrival, Plaintiff and Aggrieved Employees would need to wait at the job site for management to allow them to clock-in.

103. This process of waiting for management to be ready caused Plaintiff and Aggrieved Employees to wait up to 15 minutes beyond the scheduled start time without compensation before management would allow Plaintiff and Aggrieved Employees to clock-in.

104. Defendants, however, failed to compensate Plaintiff and Aggrieved Employees for their wait time despite knowing they had reported to work at the specified time of when their shift was supposed to start.

105. By way of further example, Defendants expected Plaintiff and Aggrieved Employees to be ready to work when they arrived.

106. To this end, Plaintiff and Aggrieved Employees were required to don work garb, such as putting on various kitchen gear depending on the job or some other type of uniform.

107. After donning the required work attire, Plaintiff and Aggrieved

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Employees were permitted to access the timekeeping application on their smartphones, enter their passwords and management-provided codes, and clock in, a process that took several minutes or longer and was uncompensated.

108. Invariably, Plaintiff and Aggrieved Employees' last task was to tell the onsite manager and Defendants they were leaving and needed to clock out.

109. Even the clocking out process caused Plaintiff and Aggrieved Employees to sometimes spend compensable time in cases when the Instawork application was not working properly or their internet signal was poor.

110. Due to deficiencies in Defendants' timekeeping system, Plaintiff and Aggrieved Employees were sometimes unable to record their working time and were required to spend additional uncompensated time resolving these problems with Defendants.

111. Many times, in an amount to be proven at trial, Defendants did not pay Plaintiff and Aggrieved Employees for all the hours they worked.

112. Plaintiff and Aggrieved Employees reported the above problems to Defendants, who offered little help to the Plaintiff and Aggrieved Employees because their communication system relied on robotic chatbots.

113. The above problems caused Plaintiff and Aggrieved Employees to spend uncompensated time in an amount to be proven at trial, which time Defendants did not compensate the Plaintiff and Aggrieved Employees for working.

114. Plaintiffs' unpaid wage claim is also premised on allegations that Defendants failed to pay all gratuities to Plaintiff and Aggrieved Employees as required under California law.

115. Labor Code §§ 351 and 353 require employers to ensure that their service employees receive a *pro rata* portion of gratuities left for them by patrons.

116. Notwithstanding California law, however, the Defendants sent Plaintiff and Aggrieved Employees to work at a number of venues, such as weddings and special events where customers paid Defendants (or Defendants' customer) a gratuity,

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yet many times the named Plaintiff and Aggrieved Employees were unlawfully denied the right to receive earned gratuities.

117. Based on further information and belief, Plaintiffs are informed and believe and based thereupon allege that Defendants also failed to keep accurate records of all tips received in violation of Labor Code § 353.

118. Plaintiffs are also informed and believe and based thereupon allege that Defendants failed to pay gratuities that customers paid with their credit cards to Plaintiff and Aggrieved Employees by the next regular payday following the credit card payment in violation of Labor Code § 351.

119. Plaintiffs are informed and believe, and based thereon allege, that Defendants retained most, if not all, of the service charges and gratuities intended for Plaintiff and Aggrieved Employees, thereby depriving them of compensation left by patrons or customers. *See O'Grady v Merchant Exchanges Production, Inc.,* 41 Cal. App. 5th 771, 790 (2019) (a mandatory service charge can constitute a gratuity that is intended to the employees providing the service).

120. Plaintiffs are informed and believe and based thereupon allege that this claim is premised, in part, on Defendants' requirement that Plaintiff and Aggrieved Employees continue working even after they were given a break.

121. These situations occurred often when customer demands were high, there was a lack of staff, or other exigencies where Defendants' managers required Plaintiff and Aggrieved Employees to clock out for meal breaks, but required them to remain "on duty" for no pay.

122. This claim is premised, in part, on Defendants' failure to pay Plaintiff and Aggrieved Employees split shift pay.

123. Per § 4 of all applicable Industrial Wage Commission (IWC) Wage Orders, to wit, "When an employee works a split shift, one (1) hour's pay at the minimum wage shall be paid in addition to the minimum wage for that workday…" *See also* Cal. Code Regs. Tit. 8, § 11050 (when an employee works a split shift, one

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(1) hour's pay at the minimum wage shall be paid in addition to the minimum wage for that workday, except when the employee resides at the place of employment).

124. Plaintiffs are informed and believe, and therefore allege that split shift pay violations occurred when, for example, Defendants required Aggrieved Employees to work two separate shifts in the same day.

125. In these cases, Plaintiffs are informed and believe and based thereupon allege that Defendants failed to pay Aggrieved Employees split shift compensation whenever Aggrieved Employees' work schedules were interrupted by nonpaid nonworking periods established by Defendants, which resulted in a violation of California law.

126. Plaintiffs are informed and believe and based thereupon allege that Plaintiffs' unpaid wage claim is also premised on allegations that Defendants failed to pay Plaintiff and Aggrieved Employees reporting time pay.

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

128. Plaintiffs are informed and believe, and therefore allege that Plaintiff and Aggrieved Employees reported to work for scheduled shifts but were sent home and/or were not put to work and were not paid all reporting time pay wages in accordance with California law.

129. Plaintiffs are informed and believe and based thereupon allege that Plaintiffs' unpaid wage claim is also premised on Defendants' failure to provide

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Aggrieved Employees the legally required paid sick days at the legal rate.

130. Pursuant to Labor Code §§ 246(a),(b), "[a]n employee who, on or after July 1, 2015, works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days. . . at the rate of not less than one hour per every 30 hours worked, beginning at the commencement of employment."

131. Further, Labor Code § 246(l)(1) provides that paid sick time for non-exempt employees must be "calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek."

132. Additionally, Labor Code § 246(l)(2) states that the paid sick time must be "calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment."

133. Labor Code § 246(i) also requires employers to "provide an employee with written notice that sets forth the amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, for use on either the employee's itemized wage statement described in Section 226 or in a separate writing provided on the designated pay date with the employee's payment of wages."

134. Plaintiffs are informed and believe and based thereupon allege that Defendants failed in their obligation to provide Plaintiff and Aggrieved Employees the legally required paid sick days at the legal rate, including all forms of compensation, pursuant to Labor Code §§ 246(a), (b).

135. Based thereon, Plaintiffs are informed and believe and based thereupon allege that Defendant paid Plaintiff and Aggrieved Employees sick time below the "regular rate of pay" as required by Labor Code §§ 246(l) (1-2).

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

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Unpaid Overtime.

137. During all times relevant and continuing to the present, and pursuant to company policy and/or practice and/or direction, Defendants failed to pay Plaintiff and Aggrieved Employees all overtime wages as required by law.

138. This claim is generally premised on the facts described above, but when Plaintiff and Aggrieved Employees also had the right to overtime compensation, Defendants failed to pay Plaintiff and Aggrieved Employees overtime or the correct amount of overtime in an amount to be proven at trial.

139. For example, according to § 49.1.1 of the California Division of Labor Standards and Enforcement Policies and Interpretations Manual, "In California, as with the federal FLSA, overtime is computed based on the regular rate of pay. The regular rate of pay includes many different kinds of remuneration, for example: hourly earnings, salary, piecework earnings, commissions, certain bonuses, and the value of meals and lodging."

140. Plaintiffs are informed and believe, and based thereon allege, that Defendants failed to properly calculate overtime, sick pay, and/or PTO compensation by excluding certain forms of remuneration, including incentive pay, bonuses, shift differentials, commissions, and stipends, from the applicable regular-rate calculations.

141. Another example of Defendants' unlawful wage and hour practices involves their failure to properly calculate and pay overtime compensation to Plaintiff and Aggrieved Employees who performed work at two or more different hourly rates of pay during the same workweek.

142. Plaintiffs are informed and believe, and based thereon allege, that Defendants regularly assigned Plaintiff and Aggrieved Employees to different jobs, shifts, and/or worksites for which they received different straight-time hourly rates.

143. When Plaintiff and Aggrieved Employees worked overtime, Defendants failed to calculate their regular rate of pay using the legally required weighted-average method, which accounts for the total straight-time compensation earned at each

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applicable hourly rate and the total hours worked during the workweek.

144. Instead, Defendants calculated overtime compensation using an incorrect hourly rate, thereby systematically underpaying Plaintiff and Aggrieved Employees the overtime wages to which they were legally entitled, in violation of California Labor Code §§ 510 and 1194 and applicable Industrial Welfare Commission Wage Orders, in amounts to be determined at trial.

145. Plaintiffs are informed and believe and thereon allege that these are just a few examples of many Labor Code violations Defendants committed concerning overtime.

Failure to Pay Meal and Rest Break Premiums.

146. During all times relevant and continuing to the present, and pursuant to company policy and/or practice and/or direction, Defendants prevented Aggrieved Employees from taking lawful meal and rest periods and did not pay and refused to pay premium pay to Aggrieved Employees despite knowing its workers involuntarily missed their meal and rest breaks.

147. During all times relevant until about June 15, 2025, for example, Defendants did not provide Plaintiff and Aggrieved Employees meal and rest breaks or meal and rest break premium payments because Defendants classified Plaintiff and Aggrieved Employees as independent contractors.

148. Even after Defendants began to classify Plaintiff and Aggrieved Employees as employees, Plaintiff and Aggrieved Employees were frequently unable to take timely, uninterrupted, or compliant meal periods due to work demands imposed by management and/or the demands of Defendants' customers, among other reasons attributable to Defendants' control and scheduling practices.

149. Despite these meal period violations, Defendants failed to compensate Plaintiff and Aggrieved Employees with one additional hour of premium pay per violation in violation of California Labor Code §§ 226.7 and 512.

150. With respect to rest period violations, Defendants required Plaintiff and

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Aggrieved Employees to remain on-call and available to receive and respond to phone calls, texts, emails, or other communications—even during periods that were designated as rest breaks, thereby depriving them of legally compliant rest periods.

151. As a result of these on-call policies, Plaintiff and Aggrieved Employees were not relieved of all duty during their rest breaks and Defendants failed to compensate Plaintiff and Aggrieved Employees with the required premium pay. *See Augustus v. ABM Security Services, Inc.*, 2 Cal. 5th 257 (2016) (holding that on-call rest periods violate California law and trigger premium pay obligations under Labor Code § 226.7).

152. These are just a few examples of many meal and rest break violations Defendants committed against the Plaintiff and Aggrieved Employees.

Unreimbursed Work-Related Expense Claims.

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

154. Defendants, for example, did not reimburse the Plaintiff and Aggrieved Employees for, among other work-related expenses, vehicle mileage for work-related trips, work-related cellphone and data usage even though Defendants required workers to keep and maintain a smartphone to log their working hours using the Instawork application, etc.

155. Plaintiffs allege that Defendants knowingly and unlawfully shifted the burden of Defendants' operating expenses onto their employees by requiring them to pay out-of-pocket for equipment, tools, utilities, and services necessary to perform their duties—without adequate or lawful reimbursement—in violation of California Labor Code § 2802 and public policy. *See Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137 (2014) ("We hold that when employees must use their personal cell phones for work-related calls, Labor Code section 2802 requires the employer to reimburse them. Whether the employees have cell phone plans with

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unlimited minutes or limited minutes, the reimbursement owed is a reasonable percentage of their cell phone bills."); *Gattuso v. Harte-Hanks Shoppers, Inc*., 42 Cal. 4th 554 (2007).

Wage Statement Claims.

156. During all times relevant, and pursuant to company policy and/or practice and/or direction, Defendants violated Labor Code § 226.

157. During all time relevant until about June 15, 2025, for example, Defendants did not provide Plaintiff and Aggrieved Employees any wage statements whatsoever.

158. During all times relevant and continuing to the present, and pursuant to company policy and/or practice and/or direction, Defendants failed to issue lawful wage and earning statements to Plaintiff and Aggrieved Employees.

159. For example, as a standalone claim, Defendants issued confusing and inaccurate wage and earning statements to Plaintiff and Aggrieved Employees that omitted required information.

160. This claim is also premised, in part, on Defendants' failure to issue wage and earning statements to the named Plaintiff and Aggrieved Employees that accurately provide the "rate of pay and the total hours worked for each temporary services assignment" as required by subdivision (a)(9) of Labor Code 226 because Defendant Instawork is a "Labor contractor" within the meaning of Labor Code § 2810.3(a)(3).

161. In addition to the foregoing claims under Labor Code § 226, Defendants issued Aggrieved Employees inaccurate wage statements because Defendants failed to pay them all wages, as alleged above, supporting a derivative claim under Labor Code § 226.

Untimely Pay Claims.

162. During all times relevant and continuing to the present, and pursuant to company policy and/or practice and/or direction, the named Plaintiff and Aggrieved

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Employees did not receive their pay in a timely manner or their final paychecks immediately upon involuntary termination or within 72 hours of voluntary separation, were not paid final wages at the location of employment, and said final paychecks did not include all wages due to the employee.

163. For example, a "temporary services employer" must pay its employees not less than daily if all the following conditions apply:

> (A) The employee reports to or assembles at the office of the temporary services employer or other location.
> (B) The employee is dispatched to a client's worksite each day and returns to or reports to the office of the temporary services employer or other location upon completion of the assignment.
> (C) The employee's work is not executive, administrative, or professional, as defined in the wage orders of the Industrial Welfare Commission, and is not clerical.

See Labor Code § 201.3(b)(2)(A)-(C).

164. Plaintiffs contend that Defendants violated Labor Code § 201.3(b)(2) by failing to pay them on a daily basis, as the work performed by Plaintiff and Aggrieved Employees satisfied all statutory conditions.

165. Plaintiffs further allege that Defendants failed to comply with all relevant aspects of Labor Code §§ 201, 201.3, 202, 204, 204b, and 203, in an amount and manner to be proven at trial.

166. To date, Plaintiffs allege that Defendants have not paid the Plaintiff and Aggrieved Employees all wages due and payable in an amount to be proven at trial.

Failure to Maintain and Provide Required Records.

167. During all times relevant, Plaintiffs, through counsel, sent correspondence to Defendants requesting access to their payroll records and personnel files.

168. Defendants responded, providing only selected portions of the requested records.

169. To date, Defendants' production remains incomplete, as it lacks, among

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other items, all wage statements, time records showing when all meal breaks were taken, and potentially other relevant documents. *See Iljas v. Ripley Entm't Inc.*, 403 F. Supp. 3d 793, **19-20 (N.D. Cal. 2019) (held summary judgment granted to former plaintiff-employee for claims via LC 226 and 1198.5 for failure to provide wage statements thus awarding penalties, fees, and costs); *Harper v. Charter Communs.*, LLC, 2021 U.S. Dist. LEXIS 28747, *61-62 (E.D. Cal. 2021) (court denied defendant's MSJ where plaintiff-employee showed evidence that defendant-employer failed to timely provide all wage statements, corrective action reports, letters related to their termination, and commission plan documents and receipts in its production); *County v. Cedars-Sinai Med. Ctr*., 2020 Cal. Super. LEXIS 52468, *5 (court denied defendant's demurrer to plaintiff's LC 226 claim that defendant failed to produce time records and employee handbooks).

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REPRESENTATIVE ACTION (PAGA) CLAIMS

170. This representative action filed pursuant to PAGA, §§ 2698, 2699 generally consists of the following groups:

Group 1

All current or former people Defendants characterized and paid as independent contractors in California from February 26, 2024 to the present.

Group 2

All persons Defendants employed in the State of California from February 26, 2024 to the present.

171. All members of the represented group are referred to as the "Aggrieved Employees."

172. The "PAGA Period" means from **February 26, 2024 to the present**.

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

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

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

176. At all material times, Defendants and DOES 1 through 100 were and/or are Aggrieved Employees' employers or persons acting on behalf of Aggrieved Employees' employer, within the meaning of California Labor Code § 558, 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 forth in Labor Code § 558.

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

EXHAUSTION OF ADMINISTRATIVE REMEDIES

178. Pursuant to the PAGA, on **February 26, 2025**, Plaintiffs, via counsel, sent correspondence to the LWDA and Defendants via certified U.S. Mail indicating that Plaintiffs are pursuing the claims alleged in this Complaint.

179. The statutory waiting period for the above referenced letter has expired.

180. Thereafter, the LWDA served Plaintiffs with notice of intent to assume jurisdiction over the applicable penalty claims for only Labor Code §§ 226, 226.8, 2810.5, and Defendants' violation of California sick pay laws. *See Lilia Garcia-Brower, et al. v. Garuda Labs, Inc. DBA Instawork*, SFSC Case No. CGC-25-624719.

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181. The LWDA, however, did not provide notice of its intent to assume jurisdiction over the penalty claims for any of the other Labor Code violations alleged in this Complaint as set forth in Labor Code § 2699.3(a)(2)(A) within the statutory period.

182. Plaintiff does not seek duplicative recovery of civil penalties pursued by the State in that action, but reserves the right to pursue any such claims if the State does not proceed with them.

183. Therefore, Plaintiff has exhausted his administrative remedies to pursue claims and remedies as authorized by the PAGA.

FIRST CAUSE OF ACTION

Representative Claim via the PAGA for

Failure to Pay State Minimum/Regular/Local Wages

in Violation of California Labor Code §§ 200, 218, 218.5, 1182.12, 1194, 1197, 1197.1, 1811, 1815, and 1198 via the applicable Wage Order

(Against all Defendants)

184. Plaintiffs reallege and incorporate by reference the foregoing allegations as though set forth herein.

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

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

187. During all times relevant, Defendants were required to pay Plaintiff and

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

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

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

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

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

192. 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 civil penalties for each underpaid employee as set for in Labor Code § 558.

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

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

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

195. 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.

SECOND CAUSE OF ACTION

Representative Claim via the PAGA for

Failure to Pay State Overtime and/or Double-Time Compensation

in Violation of California Labor Code §§ 216, 218, 218.5, 225.5, 510, 1182.12, 1194, 1194.2, 1197, 1197.1,

1811, 1815, and 1198 via the Applicable IWC Wage Order

(Against all Defendants)

196. Plaintiffs reallege and incorporate by reference the foregoing allegations as though set forth herein.

197. California law requires an employer to pay each employee for the actual hours worked. *See* IWC Wage Order; Labor Code §§ 1194 and 1197; *Troester v. Starbucks Corp.*, 5 Cal. 5th 829 (2018).

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

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

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

201. For each hour (or fraction thereof) an employee works over forty (40) hours in a week or more than eight (8) hours in a workday the employer must pay the

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rate of one and a half times the employee's regular hourly wage. (*Ibid*.)

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

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

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

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

206. 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.

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

208. Pursuant to Labor Code § 2699, Plaintiffs on behalf of the State of California and Aggrieved Employees seek to recover from Defendants, and each of

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

THIRD CAUSE OF ACTION

Representative Claim for Penalties via the PAGA for Failure to Comply with the Meal and Rest Break Requirements Under Labor Code §§ 226.7, 512, and 1198 via the applicable IWC Wage Order

(Against all Defendants)

209. Plaintiffs reallege and incorporate by reference the foregoing allegations as though set forth herein.

210. At all relevant times, Plaintiff and other Aggrieved Employees were employed by Defendants as nonexempt employees entitled to legally compliant meal and rest periods under California Labor Code §§ 226.7 and 512 and applicable Industrial Welfare Commission ("IWC") Wage Orders.

211. Pursuant to Labor Code § 512(a), Defendants were required to provide employees with an uninterrupted, duty-free meal period of at least thirty (30) minutes for work periods exceeding five (5) hours and a second meal period for workdays exceeding ten (10) hours, unless a lawful waiver applied.

212. Defendants were required to relieve employees of all duties, relinquish control over their activities, and refrain from impeding or discouraging legally compliant meal periods. *Brinker Restaurant Corp. v. Superior Court*, 53 Cal. 4th 1004, 1040–42 (2012).

213. During the relevant period, Defendants maintained policies and practices that prevented Plaintiff and other Aggrieved Employees from taking timely, uninterrupted, and duty-free meal periods.

214. Defendants further failed to provide legally compliant second meal periods to Aggrieved Employees working shifts exceeding ten (10) hours and, upon information and belief, relied upon purported meal period waivers that did not satisfy the requirements of California law.

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215. Additionally, Defendants failed to authorize and permit Aggrieved Employees to take uninterrupted, paid rest periods of at least ten (10) minutes for every four (4) hours worked or major fraction thereof, as required by the applicable IWC Wage Orders.

216. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or reasonably should have known of these violations through their control over employee schedules, working conditions, timekeeping systems, and payroll records.

217. To the extent Defendants' time records reflect missed, shortened, or delayed meal periods, or no meal breaks, such records give rise to a rebuttable presumption of meal period violations. *Donohue v. AMN Services, LLC*, 11 Cal. 5th 58, 61–62 (2021).

218. Pursuant to Labor Code § 226.7(c), Defendants were required to pay one additional hour of compensation at the employee's regular rate of compensation for each workday on which a legally compliant meal or rest period was not provided.

219. Defendants failed to pay all the required premiums for numerous noncompliant meal and rest periods, thereby violating Labor Code § 226.7 and the applicable IWC Wage Orders.

220. Moreover, even when Defendants paid some meal or rest period premiums, Defendants failed to calculate those premiums at the legally required regular rate of compensation. *Ferra v. Loews Hollywood Hotel, LLC*, 11 Cal. 5th 858, 863 (2021).

221. Defendants' unlawful policies and practices likewise resulted in violations committed against other Aggrieved Employees during the PAGA Period.

222. By reason of the foregoing, Defendants violated Labor Code §§ 226.7, 512, and 1198 and the applicable IWC Wage Orders.

223. 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

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determined at trial.

FOURTH CAUSE OF ACTION

Representative Claim via the PAGA for

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

(Against all Defendants)

224. Plaintiffs reallege and incorporate by reference the foregoing allegations as though set forth herein.

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

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

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

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

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

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

231. Defendants did not properly pay Plaintiff and Aggrieved Employees pursuant to the requirements of Labor Code, including but not limited to §§ 201, 201.3, 202, 203, 204, 204b, 204.2, 210, 218.5, 218.6, 256.

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

233. At all material times, Defendants and DOES 1 through 100 were and/or are Aggrieved Employees' employers or persons acting on behalf of Aggrieved Employees' employer, within the meaning of California Labor Code § 558, 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.

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

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

236. 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.

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FIFTH CAUSE OF ACTION

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

(Against all Defendants)

237. Plaintiffs reallege and incorporate by reference the foregoing allegations as though set forth herein.

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

239. Based on the foregoing allegations, Defendants violated Labor Code § 226.

240. At all material times, Defendants were and/or are Aggrieved Employees' employers or persons acting on behalf of Aggrieved Employees' employer, within the

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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.

241. 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.

SIXTH CAUSE OF ACTION

Representative Claim for PAGA Penalties For Failure to Maintain and Timely Provide Required Records in Violation of California Labor Code §§ 226, 247.5, 432, 1198.5, 1174 and the Applicable Wage Order and/or § 1198

(Against All Defendants)

242. Plaintiffs reallege and incorporate by reference the foregoing allegations as though set forth herein.

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

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

245. California Labor Code § 226, subdivision (b), requires employers doing business in California to "afford current and former employees the right to inspect or copy records pertaining to their employment, upon a reasonable request to the employer…" and subdivision (c), requires employers to produce such records within "21 calendar days from the date of the request."

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246. Plaintiff maintains the records requested fall within the meaning of Labor Code § 226 because, among other reasons, the requested documents are "records pertaining to [his] employment."

247. 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."

248. California Labor Code § 432, subdivision (b), requires employers doing business in California to provide current, former employees, and applicants copies of all written instruments they sign upon request.

249. Plaintiff maintains the records requested fall within the meaning of Labor Code § 432 because some of the records requested constitute written instruments the Plaintiff signed.

250. California Labor Code § 1198.5, *et seq*., similarly provides current and former employees the right to inspect their employee personnel records and requires the employer to provide the employee access to such records no later than 30 calendar days from the date the employer receives a written request.

251. As it pertains to "records," § 7 of Wage Order 5 provides:

> Every employer shall keep accurate information with respect to each employee including the following:
> Full name, home address, occupation and social security number.
> Birth date, if under 18 years, and designation as a minor.
> Time records showing when the employee begins and ends each work period. Meal periods, split shift intervals and total daily hours worked shall also be recorded. Meal periods during which operations cease and authorized rest periods need not be recorded.
> Total wages paid each payroll period, including value of board, lodging, or other compensation actually furnished to the employee.
> Total hours worked in the payroll period and applicable rates of pay. **This information shall be made readily available to the employee upon reasonable request.**

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> When a piece rate or incentive plan is in operation, piece rates or an explanation of the incentive plan formula shall be provided to employees. An accurate production record shall be maintained by the employer.
> Every employer shall semimonthly or at the time of each payment of wages furnish each employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately, an itemized statement in writing showing: (1) all deductions; (2) the inclusive dates of the period for which the employee is paid; (3) the name of the employee or the employee's social security number; and (4) the name of the employer, provided all deductions made on written orders of the employee may be aggregated and shown as one item.
> All required records shall be in the English language and in ink or other indelible form, properly dated, showing month, day and year, and shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California. An employee's records shall be available for inspection by the employee upon reasonable request.
> Clocks shall be provided in all major work areas or within reasonable distance thereto insofar as practicable.

Wage Order 5, § 7 (emphasis added).

252. Plaintiff maintains the records requested fall within the meaning of Labor Code § 1198.5, *et seq*. because they were part of and/or related to Plaintiff's personnel file within the meaning of Labor Code § 1198.5.

253. As alleged in this Complaint, Defendants failed to comply with the foregoing.

254. 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.

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255. 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.

SEVENTH CAUSE OF ACTION

Representative Claim for Penalties via the PAGA Claim for Failure to Reimburse Business Expenses in Violation of Labor Code §§ 1198 and 2802

(Against All Defendants**)**

256. Plaintiffs reallege and incorporate by reference the foregoing allegations as though set forth herein.

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

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

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

260. 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

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Code § 558.

261. As alleged in this Complaint, Defendants failed to comply with the foregoing statutes.

262. 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.

EIGHTH CAUSE OF ACTION

Representative Claim for Civil Penalties Under the PAGA for Violations of Labor Code §§ 246-249 and Municipal Paid Sick Leave Ordinances

(Against all Defendants)

263. Plaintiffs reallege and incorporate by reference the foregoing allegations as though set forth herein.

264. Under Labor Code §§ 246-249, 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).

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

266. 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,

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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.

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

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

269. 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.

270. 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)

271. Plaintiffs reallege and incorporate by reference the foregoing allegations as though set forth herein.

272. California Labor Code § 226.8(a) provides: "It is unlawful for any

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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."

273. 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."

274. 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 penalties or fines permitted by law."

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

276. Defendants' misclassification of the workers as independent contractors, as demonstrated by the decision of the Labor Commissioner of the State of California

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in *Berwick v. Uber Technologies,* Cal. Lab. Comm'r Dec. No. 11-46739 (June 3, 2015), the California Unemployment Insurance Appeals Board ruling (No.: 5371509-June, 1, 2015) that an Uber driver is an employee eligible to obtain unemployment benefits, the California Supreme Court's decision in *Dynamex Operations West, Inc. v. Superior Court,* 4 Cal. 5th 903 (2018), the enactment of A.B. 5, the injunction issued against Instacart in *People of the State of California v. Maplebear, Inc., Superior Court of California,* County of San Diego, Case No. 37-2019-00048731-CU-MC-CTL, the Ninth Circuit's decision in *Lawson v. Grubhub, Inc.*, 13 F.4th 908 (9th Cir. 2021), and other changes in common law and state law, and other complaints, claims, and lawsuits against other industry players, constitutes willful misclassification in violation of California Labor Code § 226.8.

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

278. 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.

279. 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.

TENTH CAUSE OF ACTION

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

(Against all Defendants)

280. Plaintiffs reallege and incorporate by reference the foregoing allegations

as though set forth herein.

281. Upon information and belief, Defendants did not secure workers' compensation for the workers, in violation of Labor Code §§ 3700, 3700.5, 3712, 3715.

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

283. 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.

284. 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.

ELEVENTH CAUSE OF ACTION

Representative Claim for PAGA Penalties

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

Violations of Labor Code Sections

206, 210, 221, 224, 226.7, 351-356, 432.5, 550, 551, 552, and

1198 via the applicable Wage Order

(Against all Defendants)

285. Plaintiffs reallege and incorporate by reference the foregoing allegations as though set forth herein.

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

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penalties for violating the above-referenced Labor Code Sections.

287. As to Labor Code § 206, Plaintiff alleges that Defendants failed to timely pay Plaintiff and Aggrieved Employees all wages admittedly owed to them, including undisputed straight-time wages, overtime wages, and other earned compensation, notwithstanding disputes concerning additional wages owed.

288. As to Labor Code § 210, Plaintiff alleges that Defendants repeatedly failed to pay Plaintiff and Aggrieved Employees their earned wages within the time periods required by California law, thereby subjecting Defendants to the statutory penalties applicable to untimely payment of wages.

289. As to Labor Code § 221, Plaintiff alleges that Defendants unlawfully collected, recouped, or retained portions of wages previously paid to Plaintiff and Aggrieved Employees, including through unauthorized payroll deductions (e.g., instapay), adjustments, offsets, or other practices that effectively required employees to return earned wages.

290. As to Labor Code § 224, Plaintiffs are informed and believe and therefore allege that Defendants deducted or diverted portions of Plaintiff and Aggrieved Employees' wages without the legally required written authorization or other lawful basis, including deductions that effectively reduced wages below the amounts required by applicable wage agreements or California law.

291. As to Labor Code § 226.7, Plaintiff alleges that Defendants failed to provide Plaintiff and Aggrieved Employees with legally compliant recovery periods and failed to pay the required premium compensation at the employees' correct regular rate of compensation for each qualifying violation.

292. As to Labor Code §§ 351 through 356, Plaintiff alleges that Defendants unlawfully withheld, retained, diverted, or failed to timely distribute gratuities belonging to Aggrieved Employees, improperly treated gratuities as credits against wages, and failed to maintain accurate records of gratuities received, contrary to California's statutory protections governing employee tips and gratuities.

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293. As to Labor Code § 432.5, Plaintiff alleges that Defendants required Plaintiff and Aggrieved Employees, as a condition of employment or continued employment, to execute unlawful onboarding documents and agreements containing terms known to be prohibited by California law, including unlawful waivers of representative PAGA rights, to the extent prohibited by applicable law.

294. As to Labor Code §§ 550, 551, and 552, Plaintiffs are informed and believe and therefore allege that Defendants maintained scheduling policies and practices that caused Plaintiff and Aggrieved Employees to work more than six days in seven without providing the legally required day of rest, including instances where Defendants required employees to work seven consecutive days during a workweek without an applicable statutory exception.

295. As to Labor Code § 1198, Plaintiff alleges that Defendants employed Plaintiff and Aggrieved Employees under conditions prohibited by applicable IWC Wage Orders, including failing to compensate all hours worked, failing to provide required meal and rest periods, failing to pay applicable reporting-time or split-shift compensation, and failing to maintain accurate time and payroll records or comply with applicable workplace requirements.

296. For the reasons alleged herein, Plaintiffs seek all available remedies pursuant to the PAGA all in an amount to be shown according to proof at trial.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for judgment against Defendants as follows:

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

2. For all remedies available to the Plaintiff on behalf of the State of California and Aggrieved Employees under the applicable provisions of the Labor Code via the PAGA Labor Code § 2698 *et seq*. including an award of attorneys' fees, costs, interest, and nonindividual penalties according to proof to the extent permitted by law; and

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3. For any other relief the Court may deem just, proper, and equitable, including but not limited to injunctive relief requiring, among other things, that Defendants comply with the Labor Code and stop classifying workers as independent contractors.

Dated: November 4, 2026

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