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*Attorneys for SURENDER SODHI,
on behalf of himself and all others similarly situated,
and HARJEET SINGH and JASBIR SINGH,
in their capacities as Private Attorneys General Representatives*

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

SURENDER SODHI, on behalf of himself
and all others similarly situated, and
HARJEET SINGH and JASBIR SINGH, in
their capacities as Private Attorneys
General Representatives,

Plaintiffs,

v.

BLACKLANE NORTH AMERICA
INC.,

Defendant.

Case No. _____

**CLASS ACTION AND PAGA COMPLAINT
WITH JURY DEMAND**

1. Failure to reimburse business expenses (Cal. Lab. Code § 2802)
2. Unlawful deductions (Cal. Lab. Code §§ 221, 224)
3. Failure to remit gratuities (Cal. Lab. Code § 351)
4. Failure to pay overtime (Cal. Lab. Code §§ 1194, 1198, 510, 554)
5. Unlawful and/or unfair business practices (Cal. Lab. Code §§ 17200–17208)
6. Private Attorneys General Act (PAGA) claim for civil penalties (Cal. Lab. Code § 2698 *et seq.*)
7. Violations of the Protect App-Based Drivers and Services Act, Cal. Bus. & Prof. Code § 7463, *et seq.*

1 Plaintiff Surender Sodhi, on behalf of himself and all others similarly situated, and
2 Plaintiffs Harjeet Singh and Jasbir Singh, in their capacities as Private Attorneys General
3 Representatives, bring this Class Action and PAGA Complaint against Defendant Blacklane
4 North America Inc. (“Blacklane”) for violations of California law.

5 **I. INTRODUCTION**

6 1. Plaintiffs and other Class Members are limousine drivers for Blacklane in
7 California.

8 2. Notwithstanding Blacklane’s classification of Plaintiffs and Class Members as
9 independent contractors or non-employees, they have in fact been Blacklane employees under
10 California law.

11 3. By misclassifying Plaintiffs and other Class Members as independent contractors
12 or non-employees (i.e., simply users of a software platform), Blacklane has unlawfully avoided
13 paying them proper wages, business expenses, overtime wages, and providing them other
14 benefits in violation of California law.

15 4. Blacklane has also violated California law by withholding gratuities from
16 Plaintiffs and other Class Members and by imposing monetary penalties on Plaintiffs and Class
17 Members in the form of unlawful deductions from their wages.

18 **II. PARTIES**

19 5. Plaintiff Surender Sodhi is an individual residing in San Leandro, California. He
20 has worked as a limousine driver for Blacklane in California since around November 2022.

21 6. Plaintiff Harjeet Singh is an individual residing in San Lorenzo, California. He
22 has worked as a limousine driver for Blacklane in California since 2019.

23 7. Plaintiff Jasbir Singh is an individual residing in Hayward, California. He has
24 worked as a limousine driver for Blacklane in California since 2023.

1 8. Defendant Blacklane North America Inc. is a foreign corporation with its
2 principal place of business at 111 Town Square Place, Suite 1203, Jersey City, New Jersey
3 07310.

4 9. At all material times, Blacklane has actively and continuously conducted and
5 advertised its business in California.

6 **III. JURISDICTION AND VENUE**

7 10. Jurisdiction is proper under 28 U.S.C. § 1332(d) because the amount in
8 controversy exceeds \$5,000,000; the putative class members reside in a state different from that
9 of Blacklane; and there are more than 100 putative class members.

10 11. Venue is proper under 28 U.S.C. § 1391(b)(2) because many of the events
11 underlying this action occurred in this judicial district.

12 **IV. FACTS**

13 12. Blacklane is a transportation company that provides limousine services across the
14 United States, including in California.

15 13. Customers can order limousine services through Blacklane's mobile phone
16 application and website, <https://www.blacklane.com>.

17 14. Blacklane advertises its business as a "Chauffeur Service," including on the Apple
18 App Store.

19 15. According to its website: "Blacklane's limousine service fleet can be tailored to
20 fit a variety of needs: our regular Business Class vehicle can be used for either as a simple A-to-
21 B journey or hired by the hour for maximum flexibility on the part of the passenger." *See*
22 <https://www.blacklane.com/en/limousine-service/> (last visited May 8, 2026).

23 16. On its Instagram page, Blacklane posts the tagline, "[T]he global chauffeur
24 service."

25 17. Drivers who want to work for Blacklane must apply through Blacklane's
26 "Onboarding Portal."

1 18. All drivers must complete Blacklane’s mandatory training program before
2 providing services to customers.

3 19. Blacklane’s training modules cover topics such as “Chauffeur Values – Prioritize
4 Safety” and “Reviewing Rides and Waiting Time Policy.”

5 20. Each Blacklane training module requires the driver to watch a video and take a
6 test about the module’s content.

7 21. The driver must pass the test to access the next training module.

8 22. Drivers must complete all training modules before Blacklane offers them work
9 assignments.

10 23. Blacklane’s driver training programs continue past the onboarding process.

11 24. Drivers “[r]eceive regular performance updates and gain access to continually
12 updated training modules.” *See* [https://partner-help.blacklane.com/en/articles/8420677-what-](https://partner-help.blacklane.com/en/articles/8420677-what-does-it-mean-to-become-a-blacklane-partner)
13 [does-it-mean-to-become-a-blacklane-partner](https://partner-help.blacklane.com/en/articles/8420677-what-does-it-mean-to-become-a-blacklane-partner) (last visited May 8, 2026).

14 25. When driving for Blacklane, Plaintiffs and Class Members must “adhere to”
15 Blacklane’s numerous “Operational Guidelines” and standards.

16 26. Plaintiffs and the Class Members must also comply with Blacklane’s “Quality
17 Standard.”

18 27. For example, Blacklane’s Quality Standard bars drivers from taking cash, asking
19 for tips, and soliciting Blacklane customers for further business.

20 28. Blacklane’s Quality Standard also requires drivers to wear a “dark suit, button-up
21 shirt, tie, and polished shoes,” perform all accepted rides, and “[i]nspect the vehicle after drop-
22 off to remove any trash, clean spots, etc.”

23 29. Blacklane also expects its drivers to perform an 11-point vehicle inspection before
24 each ride.

25 30. Blacklane uses its unilateral control to set other policies detrimental to Plaintiffs
26 and the Class Members.

31. For example, Blacklane offers customers “complimentary wait time”—that is, unpaid time for the driver—of up to “one hour for airport and long-distance train station pickups, and 15 minutes for all other pickups.” *See* <https://help.blacklane.com/en/articles/2693285-am-i-charged-for-additional-wait-time-if-my-chauffeur-arrives-early> (last visited May 8, 2026).

32. Blacklane also allows customers to modify their booking at any time, including during the trip. *See* <https://help.blacklane.com/en/articles/2693231-what-do-i-do-if-i-booked-a-ride-with-the-wrong-pickup-or-dropoff-location> (last visited May 8, 2026) (“If you have already passed the 60 minutes threshold or you are already in the vehicle, please inform the chauffeur about the route change.”).

33. Blacklane has also unilaterally established a customer cancellation policy that allows customers “to cancel their ride free of charge up until 1 hour before the scheduled pickup time.” *See* <https://help.blacklane.com/en/articles/3810157-what-is-the-cancellation-policy-and-how-can-i-cancel-my-ride> (last visited May 8, 2026). Drivers were not compensated for the time they spent driving to pick up a customer who canceled a ride more than an hour in advance.

34. Although these modifications may result in more work for the driver, Blacklane—and not the driver—decides whether to charge the customer for the additional services.

35. Drivers who refuse to perform services pursuant to the customer’s modifications violate Blacklane’s rules and are subject to monetary penalties.

36. To ensure that drivers comply with its “Operational Guidelines,” “Quality Standard,” “Vehicle Checklist,” and other policies, Blacklane imposes monetary penalties on drivers for a variety of “incidents”—that is, noncompliance with its policies, rules, and standards.

37. Under its “incident” policy, Blacklane has imposed a monetary penalty equal to 100% of the associated fare if the driver requests a cash payment, subcontracts the trip to another driver or vehicle, solicits the guest for further business, discloses private information, engages in “harmful behavior,” drives dangerously, or fails to pick up the customer.

38. Blacklane may terminate drivers, in its discretion, for recurring or severe incidents.

39. Incidents that may result in a monetary penalty equal to 50% of the associated fare include poor driving, mechanical issues, arriving more than five minutes late to the pickup, missing a baby seat, and failing to confirm a ride 45 minutes ahead of the pickup.

40. Arriving less than five minutes late, having bad manners, having an unprofessional conversation, not following special requests, and using a damaged, dirty, or smelly vehicle may result in a monetary penalty equal to 25% of the associated fare.

41. Blacklane has also imposed monetary penalties on drivers who cancel a scheduled ride without adequate notice.

42. Blacklane refers to driver cancellations as “givebacks.”

43. Under its “giveback” policy, “the following penalties are applied based on when the ride is returned”:

Time of give-back (before original pickup time)	Cost recovery (% of original ride price)
24 hours or more	0%
6–24 hours	20%
2–6 hours	40%
45 minutes to 2 hours	60%

44. For example, “[i]f the ride pickup time is 9 a.m. on Sunday and the ride was given back at 6 a.m. on Sunday, a 40% cost recovery would apply.”

45. Penalties appear in the driver’s next monthly pay statement.

46. Besides monetary penalties, Blacklane uses its work assignment process to ensure that Plaintiffs and Class Members comply with Blacklane policies and provide high-quality services.

1 47. Blacklane posts available work assignments to two virtual job boards.

2 48. One job board lists fixed-pay assignments, while the other functions as a reverse
3 auction.

4 49. Which job board a driver can access depends on the driver's rating.

5 50. Customers are prompted to rate their driver using a five-star scale after each ride.

6 51. Drivers rated at least 4.9 stars over the last 90 days can access the fixed-pay job
7 board.

8 52. For this reason, Plaintiffs and other Class Members must constantly monitor the
9 fixed-pay job board to gain access to economically feasible fares.

10 53. Drivers with a rating below 4.9 stars must "bid" on work assignments in a reverse
11 auction, with the assignment going to the driver who accepts the lowest pay.

12 54. Because the reverse auction process drives down the pay amount, drivers strive to
13 maintain a rating of at least 4.9 stars so that they receive fixed-pay work assignments.

14 55. The number of "offerings" that each driver receives from Blacklane also depends
15 on the driver's total number of "give backs"—that is, cancellations—and "incidents"—that is,
16 violations of Blacklane's operating guidelines.

17 56. By its own admission, Blacklane designed its work assignment system "to
18 incentivize better planning and scheduling for our chauffeurs, ultimately leading to improved
19 service delivery and higher guest satisfaction."

20 57. In other words, Blacklane uses its work assignment system to control the quality
21 of services that Plaintiffs and other Class Members provide.

22 58. Blacklane also sets all prices and controls the entire payment process.

23 59. Despite telling customers that tips, gratuities, or tolls are included in the price
24 they pay, Blacklane does not remit any tips, gratuities, or toll reimbursements to the driver.

25 60. Blacklane also requires Plaintiffs and the Class Members to bear business
26 expenses necessary to perform their work for Blacklane.

61. For example, while working for Blacklane, Plaintiffs and other Class Members must pay for their vehicle, gas, maintenance, smartphone, data plan, insurance, supplies, and other expenses.

62. Blacklane does not reimburse Plaintiffs and other Class Members for the business expenses they incur while working for Blacklane.

63. Plaintiffs and other Blacklane drivers have regularly worked more than eight (8) hours per day and forty (40) hours per week, but Blacklane has not paid overtime wages for these hours.

64. Plaintiff Sodhi has regularly worked in excess of 40 hours per week and 8 hours per day, but he has not received any overtime premium (time-and-a-half his regular rate) for his overtime work.

65. Plaintiff Harjeet Singh has regularly worked more than 40 hours for Blacklane, including during the week of August 26, 2024, but he has not received any overtime premium (time-and-a-half his regular rate) for his work, including that week.

66. Plaintiff Jasbir Singh has regularly worked more than 40 hours for Blacklane, including during the week of September 30, 2024, but he has not received any overtime premium (time-and-a-half his regular rate) for his work, including that week.

67. Because Blacklane imposes unlawful deductions against wages and forces drivers to bear necessary business expenses, drivers' weekly pay rates have fallen below California's minimum wage in many weeks.

68. For example, during the week of July 8, 2024, Plaintiff Harjeet Singh earned less than the minimum wage for his work for Blacklane after deducting his business expenses.

69. Blacklane may contend that Plaintiffs and Class Members have not worked for Blacklane but instead have worked through intermediary employers that Blacklane calls "Local Service Providers" ("LSPs"). These LSPs are in reality managers for Blacklane. Even if the LSPs are employers of the driver, Blacklane would then be a joint employer.

70. Plaintiffs and Class Members frequently drive passengers to the airport, for them to board interstate and international flights. In fact, Blacklane has entered into agreements with airlines to facilitate passengers beginning or completing their interstate journeys with rides to and from the airport using Blacklane drivers. These rides are booked directly through the airlines, and they are marketed and booked as part of a single, integrated travel package that includes both air and ground transportation.

V. CLASS ALLEGATIONS

71. Plaintiff Surender Sodhi brings this action individually and on behalf of the following class:

All individuals who have performed transportation services on behalf of Blacklane in the State of California within the last four years.

72. Plaintiff Sodhi and the Class Members have uniformly been misclassified as independent contractors or non-employees, rather than employees, and thereby suffered violations of the Labor Code.

73. Should Blacklane claim that the drivers are independent contractors or non-employees under the Protect App-Based Drivers and Services Act, Cal. Bus. & Prof. Code § 7463 *et seq.* (“Prop 22”), such a defense would be meritless, as Blacklane has not met the requirements of Prop 22 so as to be permitted to classify its drivers in California as independent contractors or non-employees. It has also uniformly not provided the benefits owed to workers under Prop 22.

74. The Class is so numerous that the drivers’ individual joinder into a single action is impracticable.

75. Although the exact number of Class Members cannot be properly determined without further discovery, the number and identity of the Class Members can easily be ascertained from Blacklane’s records.

1 76. Based on the allegations above, there are questions of law and fact that affect and
2 are common to all Class Members. The central questions of law and fact involved in this action
3 are of a common or general interest.

4 77. Common legal and factual issues predominate over any questions affecting only
5 individual Class Members.

6 78. Plaintiff Sodhi's claims are typical of the claims of other Class Members.

7 79. Plaintiff Sodhi performed the same work and seeks the same categories of
8 damages as all Class Members.

9 80. Plaintiff Sodhi is committed to vigorously prosecuting this action because
10 Blacklane has caused him to suffer actual losses.

11 81. Plaintiff Sodhi has retained qualified counsel experienced in class action practice.

12 82. A class action is the superior method available for the fair and efficient
13 adjudication of this controversy. Because the damages suffered by individual Class Members
14 may be relatively small, in comparison with the expense and burden of individual litigation, it is
15 impracticable for members of the Class to seek redress individually for the wrongful conduct
16 herein alleged.

17 83. Were each member required to bring a separate lawsuit, the resulting multiplicity
18 of proceedings would cause undue hardship and expense for the litigants and the Court.

19 84. The prosecution of separate actions would also create the risk of inconsistent
20 rulings, which may be dispositive of the interest of Class Members who are not parties to the
21 adjudication and may substantially impede Class Members' ability to protect their interests and,
22 therefore, would be contrary to the interests of justice and equity.

23 **VI. PAGA REPRESENTATIVE ACTION ALLEGATIONS**

24 85. Plaintiffs Harjeet Singh and Jasbir Singh allege that Blacklane violated the Private
25 Attorneys General Act ("PAGA"), Cal. Lab. Code § 2699 *et seq.*, in the following ways: (1)
26 failing to reimburse its drivers for all necessary expenditures incurred in performing their duties,
27

1 including but not limited to gas and car maintenance, insurance, and supplies such as
2 smartphones and data plans, in violation of Cal. Lab. Code § 2802; (2) imposing unlawful
3 deductions and improper setoffs against wages in violation of Cal. Lab. Code §§ 221 and 224;
4 (3) failing to remit gratuities in violation of Cal. Lab. Code § 351; (4) failing to pay overtime
5 wages for all hours worked in excess of forty each week in violation of Cal. Lab. Code §§ 1198,
6 1194, 510, and 554; and (5) failing to pay minimum wage in violation of Cal. Lab. Code §§ 1197
7 and 1194.

8 86. Plaintiffs provided notice of Blacklane’s violations of various provisions of the
9 California Labor Code as alleged in this complaint to the Labor and Workforce Development
10 Agency (“LWDA”) and Blacklane on October 11, 2024. The LWDA has not provided a response
11 to Plaintiffs’ written notice. *See* Cal. Lab. Code § 2699.3(a)(2)(A).

12
13 **COUNT I**
Unreimbursed Business Expenses

14 87. Plaintiff Sodhi realleges by reference all allegations in all preceding paragraphs.

15 88. Blacklane has violated Cal. Lab. Code § 2802 by causing Plaintiff Sodhi and
16 similarly situated drivers to bear business expenses necessary to perform their work, including,
17 but not limited to, gas and car maintenance, insurance, and supplies such as smartphones and
18 data plans.

19
20 **COUNT II**
Unlawful Deductions

21 89. Plaintiff Sodhi realleges by reference all allegations in all preceding paragraphs.

22 90. Blacklane has violated Cal. Lab. Code §§ 221 and 224 by imposing unlawful
23 deductions and improper setoffs against wages earned by Plaintiff Sodhi and similarly situated
24 drivers.

COUNT III
Gratuities

91. Plaintiff Sodhi realleges by reference all allegations in all preceding paragraphs.

92. Blacklane tells customers that the fares they pay include gratuities. However, Blacklane has not paid drivers any gratuities.

93. Blacklane has thus violated Cal. Lab. Code § 351 by collecting gratuities that are not remitted to the drivers.

COUNT IV
Overtime

94. Plaintiff Sodhi realleges by reference all allegations in all preceding paragraphs.

95. Blacklane has violated Cal. Lab. Code §§ 1194, 1198, 510, and 554 by failing to ensure that its drivers were paid an overtime premium for hours worked over 40 per week.

COUNT V
Unlawful Business Practices

96. Plaintiff Sodhi realleges by reference all allegations in all preceding paragraphs.

97. Blacklane's conduct constitutes unlawful business acts or practices because it has violated Cal. Lab. Code §§ 221, 224, 351, 510, 554, 1194, 1198, and 2802, as described above.

98. Blacklane has thus violated the California Unfair Competition Law, Cal. Bus. & Prof. Code § 17200 *et seq.*

99. Blacklane's unlawful conduct has caused Plaintiff Sodhi and similarly situated drivers to suffer injuries in fact and to lose money and property, including, but not limited to, unreimbursed business expenses, unlawful deductions and setoffs, and unpaid gratuities.

100. Pursuant to Cal. Civ. Proc. Code § 1021.5, Plaintiff Sodhi and similarly situated drivers are entitled to recover reasonable attorneys' fees, costs, and expenses incurred in bringing this action.

COUNT VI**Penalties Pursuant to Labor Code Private Attorneys General Act of 2004**

101. Plaintiffs Harjeet Singh and Jasbir Singh reallege and incorporate by reference the allegations in the preceding paragraphs as if fully alleged herein. They are aggrieved employees as defined by Cal. Lab. Code § 2699(c) as they were employed by Blacklane during the applicable statutory period and suffered injury as a result of Blacklane's Labor Code violations. Accordingly, Plaintiffs seek to recover on behalf of the State of California, as well as themselves and all other current and former aggrieved employees of Blacklane who have worked in California, the civil penalties provided by PAGA, plus reasonable attorneys' fees and costs.¹

102. Blacklane drivers are entitled to PAGA penalties for Blacklane's violations of Cal. Lab. Code §§ 2802, 221, 224, 351, 1194, 1197, 1198, 510, and 554.

103. Plaintiffs Harjeet Singh and Jasbir Singh seek civil penalties pursuant to PAGA for: (1) Blacklane's failure to reimburse its drivers for all necessary expenditures incurred in performing their duties, including but not limited to gas and car maintenance, insurance, and supplies such as smartphones and data plans, in violation of Cal. Labor Code § 2802; (2) Blacklane's imposition of unlawful deductions and improper setoffs against wages in violation of Cal. Lab. Code §§ 221 and 224; (3) Blacklane's failure to remit gratuities in violation of Cal. Lab. Code § 351; (4) Blacklane's failure to pay overtime wages for all hours worked in excess of forty each week in violation of Cal. Lab. Code §§ 1198, 1194, 510, and 554; and (5) Blacklane's failure to pay minimum wages in violation of Cal. Lab. Code §§ 1197 and 1194.

104. With respect to minimum wage violations under Cal. Lab. Code §§ 1197 and 1194, Cal. Lab. Code § 1197.1 imposes a civil penalty in addition to any other penalty provided

¹ Plaintiffs Harjeet Singh and Jasbir Singh acknowledge that the Court previously entered an order compelling their claims to arbitration, and they are proceeding with their individual claims in arbitration. Once they complete their individual claims in arbitration (including their individual PAGA claims), they intend to return to court to proceed with their representative PAGA claims.

Plaintiffs intend to amend this complaint to add Plaintiff Surender Sodhi as a PAGA representative as well, after the requisite time has passed, following his notification to the LWDA regarding his filing of a PAGA claim.

1 by law of one hundred (\$100) (for any initial violation that is intentionally committed) for each
2 underpaid employee for each pay period for which the employee is underpaid in addition to an
3 amount sufficient to recover underpaid wages and liquidated damages, and, for each subsequent
4 violation (regardless of whether the initial violation was intentionally committed), two hundred
5 and fifty dollars (\$250) for each underpaid employee for each pay period for which the employee
6 is underpaid in addition to an amount sufficient to recover underpaid wages and liquidated
7 damages.

8 105. With respect to violations regarding failure to reimburse business expenses under
9 Cal Lab. Code § 2802 and violations regarding gratuities under Cal. Lab. Code § 351, the
10 statutes impose the same civil penalties provided by Cal. Lab. Code § 1197.1.

11 106. With respect to overtime violations under Cal. Lab. Code § 510, Cal. Lab. Code
12 § 558 imposes a civil penalty in addition to any other penalty provided by law of fifty dollars
13 (\$50) for initial violations for each underpaid employee for each pay period for which the
14 employee was underpaid in addition to an amount sufficient to recover unpaid wages, and one
15 hundred dollars (\$100) for subsequent violations for each underpaid employee for each pay
16 period for which the employee was underpaid in addition to an amount sufficient to recover
17 underpaid wages.

18 107. With respect to unlawful deductions under Cal. Lab. Code § 221, Cal. Lab. Code
19 § 225.5 imposes a civil penalty in addition to any other penalty provided by law of one hundred
20 dollars (\$100) for initial violations for each failure to pay each employee, and two hundred
21 dollars (\$200) for each subsequent violation, or any willful intentional violation, for each failure
22 to pay each employee, plus 25 percent of the amount unlawfully withheld.

COUNT VII

Protect App-Based Drivers and Services Act (“Prop 22”)

108. Plaintiff Sodhi realleges by reference all allegations in all preceding paragraphs.

109. Should Blacklane claim that its drivers are independent contractors or non-employees under the Protect App-Based Drivers and Services Act, Cal. Bus. & Prof. Code § 7463 *et seq.* (“Prop 22”), such a defense would be meritless, as Blacklane has not met the requirements of Prop 22 so as to be permitted to classify its drivers in California as independent contractors or non-employees. For instance, Blacklane has not provided an appeals process for drivers whose contracts are terminated by Blacklane. *See* Cal. Bus. & Prof. Code § 7452(c). It has also uniformly not provided the benefits owed to workers under Prop 22.

110. For example, Prop 22 (if applicable) would require Blacklane to, among other things: (1) ensure that drivers were “compensated at not less than the net earnings floor”; (2) give the full amount of any gratuity to the driver; (3) provide per-mile compensation for vehicle expenses; (4) pay a quarterly health care subsidy to drivers; and (5) provide occupational accident insurance and accidental death insurance to drivers. Cal. Bus. & Prof. Code §§ 7453(a), 7453(c), 7453(d), 7454(a), 7455(a)–(b).

111. Thus, in the alternative, if Prop 22 does apply, then Plaintiff Sodhi and similarly situated drivers are entitled to damages for Blacklane’s violations of the Act.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff seeks the following relief:

A. An order under Federal Rule of Civil Procedure 23 certifying the class defined above, appointing Plaintiff Sodhi as the class representative, and appointing the undersigned attorney as class counsel;

B. Damages for all unpaid wages and gratuities owed to Plaintiff Sodhi and similarly situated drivers;

C. Damages for all business expenses incurred by Plaintiff Sodhi and similarly situated drivers;

D. Damages for all unlawful deductions taken from the wages of Plaintiff Sodhi and similarly situated drivers;

E. Judgment in Plaintiffs' favor and civil penalties on their PAGA claim;

F. An award of attorneys' fees, costs, and expenses;

G. Prejudgment interest;

H. Such other and further relief as this Court deems just and proper.

JURY TRIAL DEMAND

Plaintiffs demand a jury trial on all claims so triable.

1 Dated: June 10, 2026

SURENDER SODHI, on behalf of himself and all
others similarly situated, and HARJEET SINGH
and JASBIR SINGH, in their capacities as Private
Attorneys General Representatives

By their attorneys,

s/ Shannon Liss-Riordan

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