Electronically Received 11/06/2026 02:57 PM

THE DOSAJ FIRM, APC
Tyler J. Dosaj (State Bar No. 306938)
(Tyler@dosajfirm.com)
626 Wilshire Blvd., Suite 410
Los Angeles, CA, 90017
Telephone: (213) 310-1905

Attorney for Plaintiff CHRISTIAN KROUL, individually, and on behalf of all others similarly situated

FILED
Superior Court of California
County of Los Angeles
11/06/2026
David W. Slayton, Executive Officer / Clerk of Court
By: J. Nunez Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

CHRISTIAN KROUL, individually, and on behalf of all others similarly situated,

Plaintiff,

vs.

STRYDER CORP., dba HANDSHAKE AI; and DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 26STCV27952

CLASS ACTION

FIRST AMENDED COMPLAINT:

1. Failure to Provide Required Meal Periods
2. Failure to Provide Required Rest Periods
3. Failure to Pay Overtime Wages
4. Failure to Pay Minimum Wage
5. Failure to Pay All Wages Due to Discharged or Quitting Employees
6. Failure to Provide Accurate Itemized Statements
7. Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties
8. Unfair and Unlawful Business Practices
9. Violation of the Private Attorneys General Act

DEMAND FOR JURY TRIAL

INTRODUCTION

PLAINTIFF CHRISTIAN KROUL ("PLAINTIFF") an individual, demanding a jury trial, on behalf of himself and all other aggrieved employees, hereby alleges as follows:

PLAINTIFF

1. PLAINTIFF brings this action on behalf of himself and all other "aggrieved employees" who worked for Defendants STRYDER CORP., DBA HANDSHAKE AI, a Delaware Corporation; and DOES 1 through 100 inclusive (collectively "DEFENDANTS") to recover, among other things, wages and penalties from unpaid wages earned and due, including but not limited to unpaid minimum wages, unpaid and illegally calculated overtime compensation, illegal meal and rest period policies, failure to pay all wages due to discharged and quitting employees, failure to indemnify employees for necessary expenditures and/or losses incurred in discharging their duties, failure to provide accurate itemized wage statements, failure to maintain required records, and interest, attorneys' fees, costs, and expenses.

2. PLAINTIFF is a citizen and resident of the State of California who resides in Palmdale, California. At all times material to this complaint, PLAINTIFF was employed by DEFENDANTS in the State of California as a non-exempt employee.

3. PLAINTIFF worked for DEFENDANTS as a Data Trainer from on or about February 2026 to July 2026. PLAINTIFF performed AI data labeling and data annotation work for DEFENDANTS.

4. DEFENDANTS failed to compensate PLAINTIFF and other aggrieved employees for all hours worked. *Inter alia*, DEFENDANTS failed to compensate employees for time spent completing mandatory training assignments. DEFENDANTS required that such training assignments be completed before PLAINTIFF and other aggrieved employees could perform paid work on any given project. DEFENDANTS also required PLAINTIFF and the aggrieved employees to complete mandatory training assignments before denying them access to the project associated with the training, meaning no paid work resulted from the training.

5. PLAINTIFF and the aggrieved employees were required to track their time on a given project using DEFENDANTS' software. Rather than compensate PLAINTIFF and the

aggrieved employees for the time reflected in the timing software, DEFENDANTS maintained a practice of deducting and failing to compensate employees for time during which DEFENDANTS' software deemed the user inactive or idle.

6. DEFENDANTS willfully misclassified PLAINTIFF and other aggrieved employees as independent contractors. PLAINTIFF and the other aggrieved employees are properly classified as non-exempt employees of DEFENDANTS. That is because, *inter alia*, DEFENDANTS exercised complete control over the manner in which the aggrieved employees were to complete projects and the time in which projects needed to be completed. For instance, DEFENDANTS specified the software to be used in a given project, required that projects be completed within a specified period of time, and measured that time using an automated timekeeping system. Further, DEFENDANTS operate an AI data labeling business, and the aggrieved employees performed AI data labeling for DEFENDANTS, which is within the scope of DEFENDANTS' core business operations.

DEFENDANTS

7. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT STRYDER CORP., DBA HANDSHAKE AI is and was at all times relevant hereto a corporation organized and existing under the laws of the State of Delaware with its headquarters located in San Francisco, California. PLAINTIFF is further informed and believes, and thereon alleges, that DEFENDANT STRYDER CORP., DBA HANDSHAKE AI is authorized to conduct business in the State of California, and does conduct business in the State of California. Specifically, DEFENDANT STRYDER CORP., DBA HANDSHAKE AI conducts business in, and engages in illegal payroll practices or policies in, the County of Los Angeles, State of California.

8. The true names and capacities of DOES 1 through 100, inclusive, are unknown to PLAINTIFF at this time, and PLAINTIFF therefore sues such DEFENDANTS under fictitious names. PLAINTIFF is informed and believes, and thereon alleges, that each DEFENDANT designated as a DOE is highly responsible in some manner for the events and happenings referred to herein, and legally caused the injuries and damages alleged in this Complaint. PLAINTIFF will seek leave of the court to amend this Complaint to allege their true names and capacities when

ascertained. The DEFENDANTS, and each of them, were alter egos of each other and/or engaged in an integrated enterprise with each other. Additionally, all of the DEFENDANTS were joint employers of PLAINTIFF.

9. There exists, and at all times herein mentioned existed, a unity of interest and ownership between the named DEFENDANTS, including DOES, such that any corporate individuality and separateness between the named defendants has ceased, and that the named Defendants are alter egos in that the named DEFENDANTS effectively operate as a single enterprise, or are mere instrumentalities of one another.

10. At all material times herein, each DEFENDANT was the agent, servant, co-conspirator and/or employer of each of the remaining defendants, acted within the purpose, scope, and course of said agency, service, conspiracy and/or employment and with the express and/or implied knowledge, permission, and consent of the remaining Defendants, and ratified and approved the acts of the other DEFENDANTS. However, each of these allegations are deemed alternative theories whenever not doing so would result in a contradiction with the other allegations.

11. Whenever reference is made in this Complaint to any act, deed, or conduct of Defendants, the allegation means that DEFENDANTS engaged in the act, deed, or conduct by or through one or more of its officers, directors, agents, employees, or representatives who was actively engaged in the management, direction, control, or transaction of DEFENDANTS' ordinary business and affairs.

12. As to the conduct alleged herein, each act was authorized, ratified or directed by DEFENDANTS' officers, directors, or managing agents.

13. At all relevant times herein, PLAINTIFF and other aggrieved employees were employed by DEFENDANTS under employment agreements that were partly written, partly oral, and partly implied. In perpetrating the acts and omissions alleged herein, DEFENDANTS, and each of them, acted pursuant to, and in furtherance of, their policies and practices of not paying PLAINTIFF and other aggrieved employees all wages earned and due, through methods and schemes which include, but are not limited to, failing to pay overtime premiums; failing to provide rest and meal periods; failing to properly maintain records; failing to provide accurate itemized

statements for each pay period; failing to properly compensate PLAINTIFF and other aggrieved employees for necessary expenditures; and requiring, permitting or suffering the employees to work off the clock, in violation of the California Labor Code and the applicable Welfare Commission ("IWC") Orders.

14. PLAINTIFF is informed and believes, and thereon alleges, that each and every of the acts and omissions alleged herein were performed by, and/or attributable to, all DEFENDANTS, each acting as agents and/or employees, and/or under the direction and control of each of the other DEFENDANTS, and that said acts and failures to act were within the course and scope of said agency, employment and/or direction and control.

15. Pursuant to California Labor Code § 558.1, DEFENDANTS and any person acting on behalf of any of the DEFENDANTS, are liable for violating, or causing to violate, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or Labor Code §§ 203, 226, 226.7, 1193.6, 1194, or 2802.

16. As a direct and proximate result of the unlawful actions of DEFENDANTS, PLAINTIFF has suffered, and continues to suffer, from loss of earnings in amounts as yet unascertained, but subject to proof at trial, and within the jurisdiction of this Court.

JURISDICTION AND VENUE

17. The Superior Court of the State of California has jurisdiction in this matter because PLAINTIFF is a resident of the State California, and DEFENDANTS are qualified to do business in California and regularly conduct business in California. Further, no federal question is at issue because the claims are based solely on California law.

18. Venue is proper in this judicial district and the County of Los Angeles, California because PLAINTIFF performed work for DEFENDANTS in the County of Los Angeles, and DEFENDANTS' illegal payroll policies and practices, which are the subject of this action were applied, at least in part, to PLAINTIFF, and other persons similarly situated in the County of Los Angeles.

PAGA REPRESENTATIVE ACTION ALLEGATIONS

19. Pursuant to the California Private Attorneys General Act of 2004 ("PAGA"), Labor Code §§ 2698-2699.5, PLAINTIFF brings this action on behalf of himself and all current and former non-exempt aggrieved employees of DEFENDANTS working as Data Labelers or in similar non-exempt positions in the State of California at any time within the period beginning one year prior to the filing of PLAINTIFF'S LWDA letter concerning this action and ending at the time this action settles or proceeds to final judgment ("PENALTY PERIOD").

20. Pursuant to Labor Code § 2699.3, PLAINTIFF gave written notice by online filing on September 2, 2026 to the California Labor and Workforce Development Agency ("LWDA") and by certified mail to DEFENDANTS of the specific provisions of the Labor Code and IWC Wage Orders alleged to have been violated, including the facts and theories to support the alleged violations. PLAINTIFF is informed and believes and thereon alleges that sixty-five (65) or more days have passed since the submission and postmark date of this LWDA letter, and the LWDA has not provided notice to PLAINTIFF that it intends to investigate the alleged violations. Accordingly, PLAINTIFF has complied with all of the requirements set forth in California Labor Code § 2699.3 to commence a representative action under PAGA.

CLASS ACTION ALLEGATIONS

21. PLAINTIFF brings this action on behalf of himself and all others similarly situated pursuant to California Code of Civil Procedure § 382. The Class is defined as:

> All current or former individuals who worked for DEFENDANTS within the State of California as data labelers, data annotators, or data trainers at any time during the relevant statute of limitations period.

22. Excluded from the Class are DEFENDANTS, DEFENDANTS' subsidiaries and affiliates, their officers, directors and member of their immediate families and any entity in which DEFENDANTS have a controlling interest, the legal representatives, heirs, successors or assigns of any such excluded party, the judicial officer(s) to whom this action is assigned, and the members of their immediate families.

23. PLAINTIFF reserves the right to modify or amend the definition of the proposed Class and/or to add a subclass(es), if necessary.

24. This action is appropriately suited for a Class Action because:

a. The potential class is a significant number. Joinder of all current and former employees individually would be impractical.

b. This action involves common questions of law and fact to the potential class because the action focuses on the DEFENDANTS' systematic course of illegal payroll practices and policies, which was applied to all hourly employees in violation of the California Labor Code, IWC Wage Orders, and the California Business and Professions Code which prohibits unfair business practices arising from such violations.

c. The claims of PLAINTIFF are typical of the class because DEFENDANTS subjected all of their hourly employees to the identical violations of the California Labor Code and California Business and Professions Code.

d. PLAINTIFF is able to fairly and adequately protect the interests of all members of the class because it is in his best interests to prosecute the claims alleged herein to obtain full compensation due to them for all services rendered and hours worked.

FIRST CAUSE OF ACTION

Failure to Provide Required Meal Periods

[Cal. Labor Code §§ 226.7, 510, 512, 1194, 1197; IWC Wage Order No. 4-2001, § 11]

(Against All DEFENDANTS)

25. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the allegations in the foregoing paragraphs.

26. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies and practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS required, permitted or otherwise suffered PLAINTIFF and CLASS MEMBERS to take less than the 30-minute meal period, or to work through them, and have failed to otherwise provide the required meal periods to PLAINTIFF and CLASS MEMBERS pursuant to California Labor Code § 226.7, 512 and IWC Order No. 4-2001, § 11.

27. DEFENDANTS further violated California Labor Code §§ 226.7 and IWC Wage Order No. 4-2001, § 11 by failing to compensate PLAINTIFF and CLASS MEMBERS who were not provided with a meal period, in accordance with the applicable wage order, one additional hour

of compensation at each employee's regular rate of pay for each workday that a meal period was not provided.

28. DEFENDANTS further violated California Labor Code §§ 226.7, 510, 1194, 1197, and IWC Wage Order No. 4-2001 by failing to compensate PLAINTIFF and CLASS MEMBERS for all hours worked during their meal periods.

29. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at trial, and seek all wages earned and due, interest, penalties, expenses, and costs of suit.

SECOND CAUSE OF ACTION

Failure to Provide Required Rest Periods

[Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 4-2001, § 12]

(Against All DEFENDANTS)

30. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the allegations in the foregoing paragraphs.

31. At all times relevant herein, as part of DEFENDANTS' illegal payroll policies and practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS failed to provide rest periods to PLAINTIFF and CLASS MEMBERS as required under California Labor Code §§ 226.7 and 512, and IWC Wage Order No. 4-2001, § 12.

32. DEFENDANTS further violated California Labor Code § 226.7 and IWC Wage Order No. 4-2001, § 12 by failing to pay PLAINTIFF and CLASS MEMBERS who were not provided with a rest period, in accordance with the applicable wage order, one additional hour of compensation at each employee's regular rate of pay for each workday that a rest period was not provided.

33. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at trial, and seek all wages earned and due, interest, penalties, expenses, and costs of suit.

THIRD CAUSE OF ACTION

Failure to Pay Overtime Wages

[Cal. Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 4-2001, § 3]

(Against All DEFENDANTS)

34. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the allegations in the foregoing paragraphs.

35. Pursuant to California Labor Code §§ 510, 1194, and IWC Wage Order No. 4-2001, § 3, DEFENDANTS are required to compensate PLAINTIFF and CLASS MEMBERS for all overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the first eight (8) hours on the seventh consecutive workday, with double time for all hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the seventh consecutive day of work in any workweek.

36. PLAINTIFF and CLASS MEMBERS are current and former non-exempt employees entitled to the protections of California Labor Code §§ 510, 1194, and IWC Wage Order No. 4-2001. During the CLASS PERIOD, DEFENDANTS failed to compensate PLAINTIFF and CLASS MEMBERS for all overtime hours worked as required under the foregoing provisions of the California Labor Code and IWC Wage Order by, among other things: failing to pay overtime at one and one-half (1 ½) or double the regular rate of pay as provided by California Labor Code §§ 510, 1194, and IWC Wage Order No. 4-2001, § 3; requiring, permitting or suffering PLAINTIFF and CLASS MEMBERS to work off the clock; requiring, permitting or suffering PLAINTIFF and CLASS MEMBERS to work through meal and rest breaks; illegally and inaccurately recording time in which PLAINTIFF and CLASS MEMBERS worked; failing to properly maintain PLAINTIFF's and CLASS MEMBERS' records; failing to provide accurate itemized wage statements to PLAINTIFF for each pay period; and other methods to be discovered.

37. In violation of California law, DEFENDANTS have knowingly and willfully refused to perform their obligations to compensate PLAINTIFF and CLASS MEMBERS for all wages earned and all hours worked. As a proximate result, PLAINTIFF and CLASS MEMBERS have suffered, and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages, and expenses and attorneys' fees in seeking to compel

DEFENDANTS to fully perform their obligations under state law, all to their respective damages in amounts according to proof at time of trial, and within the jurisdiction of this Court.

38. DEFENDANTS' conduct described herein violates California Labor Code §§ 510, 1194, 1198 and IWC Wage Order No. 4-2001, § 3. Therefore, pursuant to California Labor Code §§ 200, 203, 226, 558, 1194, 1197.1, and other applicable provisions under the California Labor Code and IWC Wage Orders, PLAINTIFF and CLASS MEMBERS are entitled to recover the unpaid balance of wages owed to them by DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

FOURTH CAUSE OF ACTION

Failure to Pay Minimum Wages

[Cal Labor Code §§ 1194, 1197; IWC Wage Order No. 4-2001, § 4]

(Against All DEFENDANTS)

39. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the allegations in the foregoing paragraphs.

40. Pursuant to California Labor Code §§ 1194, 1197, and IWC Wage Order No. 4-2001, § 4, payment to an employee of less than the applicable minimum wage for all hours worked in a payroll period is unlawful.

41. During the CLASS PERIOD, DEFENDANTS failed to pay PLAINTIFF and CLASS MEMBERS minimum wages for all hours worked by, among other things: requiring, permitting or suffering PLAINTIFF and CLASS MEMBERS to work off the clock; requiring, permitting or suffering PLAINTIFF and CLASS MEMBERS to work through meal and rest breaks; illegally and inaccurately recording time in which PLAINTIFF and CLASS MEMBERS worked; failing to properly maintain PLAINTIFF's and CLASS MEMBERS' records; failing to provide accurate itemized wage statements to PLAINTIFF and CLASS MEMBERS for each pay period; and other methods to be discovered.

42. DEFENDANTS' conduct described herein violates California Labor Code §§ 1194, 1197, and IWC Wage Order No. 4-2001, § 4. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to

proof at trial. Therefore, pursuant to California Labor Code §§ 200, 203, 226, 558, 1194, 1194.2, 1197.1, and other applicable provisions under the Labor Code and IWC Wage Orders, PLAINTIFF and CLASS MEMBERS are entitled to recover the unpaid balance of wages owed to them by DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

FIFTH CAUSE OF ACTION

Failure to Pay All Wages Due to Discharged or Quitting Employees

[Cal. Labor Code §§ 201, 202, 203]

(Against All DEFENDANTS)

43. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the allegations in the foregoing paragraphs.

44. Pursuant to California Labor Code § 201, 202, and 203, DEFENDANTS are required to pay all earned and unpaid wages to an employee who is discharged. California Labor Code § 201 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid at the time of discharge are due and payable immediately.

45. Furthermore, pursuant to California Labor Code § 202, DEFENDANTS are required to pay all accrued wages due to an employee no later than 72 hours after the employee quits his or her employment, unless the employee provided 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.

46. California Labor Code § 203 provides that if an employer willfully fails to pay, in accordance with California Labor Code §§ 201 and 202, any wages of an employee who is discharged or who quits, the employer is liable for waiting time penalties in the form of continued compensation to the employee at the same rate for up to 30 workdays.

47. During the CLASS PERIOD, DEFENDANTS have willfully failed to pay accrued wages and other compensation to PLAINTIFF and CLASS MEMBERS in accordance with California Labor Code §§ 201 and 202.

48. As a result, PLAINTIFF and CLASS MEMBERS are entitled to all available statutory penalties, including the waiting time penalties provided in California Labor Code § 203, together with interest thereon, as well as other available remedies.

49. As a proximate result of DEFENDANTS' unlawful actions and omissions, PLAINTIFF and CLASS MEMBERS have been deprived of compensation in an amount according to proof at the time of trial, but in excess of the jurisdiction of this Court, and are entitled to recovery of such amounts, plus interest thereon, and attorneys' fees and costs.

SIXTH CAUSE OF ACTION

Failure to Provide Accurate Itemized Wage Statements

[Cal. Labor Code §§ 226; IWC Wage Order No. 4-2001, § 7]

(Against All DEFENDANTS)

50. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the allegations in the foregoing paragraphs.

51. During the CLASS PERIOD, DEFENDANTS routinely failed to provide PLAINTIFF and CLASS MEMBERS with timely, accurate, and itemized wage statements in writing showing each employee's gross wages earned, total hours worked, all deductions made, net wages earned, the name and address of the legal entity or entities employing PLAINTIFF and CLASS MEMBERS, and all applicable hourly rates in effect during each pay period and the corresponding number of hours worked at each hourly rate, in violation of California Labor Code § 226 and IWC Wage Order No. 4-2001, § 7.

52. During the CLASS PERIOD, DEFENDANTS knowingly and intentionally failed to provide PLAINTIFF and CLASS MEMBERS with timely, accurate, and itemized wage statements in accordance with California Labor Code § 226(a).

53. As a proximate result of DEFENDANTS' unlawful actions and omissions, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at trial, and seek all wages earned and due, plus interest thereon. Additionally, PLAINTIFF and CLASS MEMBERS are entitled to all available statutory penalties, including but not limited to civil penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5, and an award of costs, expenses, and reasonable attorneys' fees, including but not limited to those provided in California Labor Code § 226(e), as well as other available remedies.

SEVENTH CAUSE OF ACTION

Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties

[Cal. Labor Code § 2802]

(Against All DEFENDANTS)

54. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the allegations in the foregoing paragraphs.

55. California Labor Code § 2802(a) requires an employer to indemnify an employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer.

56. During the CLASS PERIOD, DEFENDANTS knowingly and willfully failed to indemnify PLAINTIFF and CLASS MEMBERS for all business expenses and/or losses incurred in direct consequence of the discharge of their duties while working under the direction of DEFENDANTS, including but not limited to expenses for internet usage, cell phone usage, and other employment-related expenses, in violation of California Labor Code § 2802.

57. As a proximate result of DEFENDANTS' unlawful actions and omissions, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at trial, and seek reimbursement of all necessary expenditures, plus interest thereon pursuant to California Labor Code § 2802(b). Additionally, PLAINTIFF and CLASS MEMBERS are entitled to all available statutory penalties and an award of costs, expenses, and reasonable attorneys' fees, including those provided in California Labor Code § 2802(c), as well as other available remedies.

EIGHTH CAUSE OF ACTION

Unfair and Unlawful Business Practices

[Cal. Bus. & Prof. Code §§ 17200 *et. seq.*]

(Against All DEFENDANTS)

58. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the allegations in the foregoing paragraphs.

59. Each and every one of DEFENDANTS' acts and omissions in violation of the California Labor Code and/or the applicable IWC Wage Order as alleged herein, including but not limited to DEFENDANTS' failure and refusal to provide required meal periods, DEFENDANTS'

failure and refusal to provide required rest periods, DEFENDANTS' failure and refusal to pay overtime compensation, DEFENDANTS' failure and refusal to pay minimum wages, DEFENDANTS' failure and refusal to pay all wages due to discharged or quitting employees, DEFENDANTS' failure and refusal to furnish accurate itemized wage statements and to maintain required records, and DEFENDANTS' failure and refusal to indemnify PLAINTIFF and CLASS MEMBERS for necessary expenditures and/or losses incurring in discharging their duties constitutes unfair and unlawful business practices under California Business and Professions Code § 17200 *et seq*.

60. DEFENDANTS' violations of California wage and hour laws constitute a business practice because DEFENDANTS' aforementioned acts and omissions were done repeatedly over a significant period of time, and in a systematic manner, to the detriment of PLAINTIFF and CLASS MEMBERS.

61. DEFENDANTS have avoided payment of wages, overtime wages, meal periods, rest periods, and other benefits as required by the California Labor Code, the California Code of Regulations, and the applicable IWC Wage Order. Further, DEFENDANTS have failed to record, report, and pay the correct sums of assessment to the state authorities under the California Labor Code and other applicable regulations.

62. As a result of DEFENDANTS' unfair and unlawful business practices, DEFENDANTS have reaped unfair and illegal profits during the CLASS PERIOD at the expense of PLAINTIFF, CLASS MEMBERS, and members of the public. DEFENDANTS should be made to disgorge their ill-gotten gains and to restore them to PLAINTIFF and CLASS MEMBERS.

63. DEFENDANTS' unfair and unlawful business practices entitle PLAINTIFF and CLASS MEMBERS to seek preliminary and permanent injunctive relief, including but not limited to orders that DEFENDANTS account for, disgorge, and restore to PLAINTIFF and CLASS MEMBERS the wages and other compensation unlawfully withheld from them. PLAINTIFF and CLASS MEMBERS are entitled to restitution of all monies to be disgorged from DEFENDANTS in an amount according to proof at the time of trial, but in excess of the jurisdiction of this Court.

NINTH CAUSE OF ACTION

VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT

[Cal. Labor Code §§ 2698- 2699.5]

(Against All DEFENDANTS)

64. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the allegations in the foregoing paragraphs.

65. PLAINTIFF is an "aggrieved employee" within the meaning of California Labor Code § 2699(c), and a proper representative to bring a civil action on behalf of himself and other current and former employees of DEFENDANTS pursuant to the procedures specified in California Labor Code § 2699.3, because PLAINTIFF and other aggrieved employees were employed by DEFENDANTS and one or more of the alleged violations of the California Labor Code were committed against PLAINTIFF during the PENALTY PERIOD.

66. During the PENALTY PERIOD and the CLASS PERIOD, DEFENDANTS willfully misclassified PLAINTIFF and other aggrieved employees as independent contractors rather than employees, in violation of Labor Code § 226.8(a)(1). Such misclassification was willful within the meaning of Labor Code § 226.8(i)(4), in that DEFENDANTS voluntarily and knowingly avoided employee status for PLAINTIFF and other aggrieved employees notwithstanding that DEFENDANTS retained and exercised pervasive control over the manner and means by which PLAINTIFF and other aggrieved employees performed their work, including but not limited to: (a) requiring PLAINTIFF and other aggrieved employees to use software and platforms designated by DEFENDANTS to perform assigned tasks; (b) monitoring the work product and conduct of PLAINTIFF and other aggrieved employees through remote monitoring and automated detection tools; (c) prohibiting and policing the methods and tools, including artificial intelligence tools, that PLAINTIFF and other aggrieved employees were permitted to use in performing assigned tasks; and (d) requiring PLAINTIFF and other aggrieved employees to complete DEFENDANTS' mandatory training and onboarding requirements as a condition of performing paid work. The work performed by PLAINTIFF and other aggrieved employees, including AI data labeling, data annotation, and related human data services was, and is, within DEFENDANTS' usual course of business, as DEFENDANTS market and operate their enterprise as a program that pays individuals

to perform such AI training and annotation work. DEFENDANTS' classification of PLAINTIFF and other aggrieved employees as independent contractors was not the result of a good-faith mistake of law or fact, but reflected DEFENDANTS' knowing and voluntary business decision to avoid the costs and obligations of employee status, including the obligations at issue in the First through Eighth Causes of Action herein.

67. Pursuant to the California Private Attorneys General Act of 2004 ("PAGA"), Labor Code §§ 2698–2699.5, PLAINTIFF is entitled to recover civil penalties, including but not limited to penalties under California Labor Code §§ 2699, 210, 226.3, 558, 1174.5, 1197.1, and IWC Wage Order No. 4-2001, § 20, from DEFENDANTS in a representative action for the violations set forth above, including but not limited to:

a. Failing to properly compensate PLAINTIFF and other current and former employees for missed meal periods in violation of California Labor Code §§ 226.7, 510, 512, 1194, 1197 and IWC Wage Order No. 4;

b. Failing to properly compensate PLAINTIFF and other current and former employees for missed rest periods in violation of California Labor Code §§ 226.7 and 512 and IWC Wage Order No. 4;

c. Failing to properly compensate PLAINTIFF and other current and former employees for all overtime hours worked in violation of California Labor Code §§ 226, 510, 1194, 1197 and IWC Wage Order No. 4;

d. Failing to compensate PLAINTIFF and other current and former employees at a wage rate at least equal to the California minimum wage for each hour worked in violation of California Labor Code §§ 226, 510, 1182.12, 1194, 1197 and IWC Wage Order No. 4;

e. Failing to maintain required records in violation of California Labor Code §§ 1174-1174.5;

f. Failing to provide PLAINTIFF and other current and former employees with accurate itemized wage statements that set forth the wage rate paid for each hour worked, in violation of California Labor Code § 226;

g. Failing to properly compensate PLAINTIFF and other current and former employees for all wages when due in violation of California Labor Code §§ 201, 202, and 204; and

h. Failing to indemnify PLAINTIFF and other current and former employees for necessary expenditures incurred in discharge of duties in violation of California Labor Code § 2802.

68. These penalties are in addition to any other relief available under the Labor Code. Labor Code § 2699(f) provides that for all Labor Code violations for which a civil penalty is not specifically provided, the following civil penalties are established: one hundred dollars ($100) for each aggrieved employee per pay period for the initial violation and two hundred dollars ($200) for each aggrieved employee per pay period for each subsequent violation. PLAINTIFF is entitled to such civil penalties under Labor Code § 2699(f) for DEFENDANTS' violations of Labor Code provisions for which a civil penalty is not specifically provided, including but not limited to Labor Code §§ 201, 202, 203, 204, 226, 226.3, 226.7, 510, 512, 1174, 1174.5, 1194, 1197, 1198, and 2802.

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF, individually and on behalf of all other persons similarly situated, by their attorneys, respectfully pray for relief against DEFENDANTS and DOES 1 through 100, inclusive, and each of them, as follows:

1. For compensatory damages in an amount to be ascertained at trial;
2. For restitution of all monies due to PLAINTIFF, as well as disgorged profits from the unfair and unlawful business practices of DEFENDANTS;
3. For meal and rest period compensation pursuant to California Labor Code § 226.7 and IWC Wage Order No. 4-2001;
4. For liquidated damages pursuant to California Labor Code § 1194.2;
5. For preliminary and permanent injunction enjoining DEFENDANTS from violating the relevant provisions of the California Labor Code and the IWC Wage Orders, and from engaging in the unlawful and unfair business practices complained of herein;
6. For actual and/or statutory damages and/or penalties pursuant to California Labor

Code § 226(e);

7. For waiting time penalties pursuant to California Labor Code § 203;

8. For statutory and civil penalties according to proof, including but not limited to all penalties authorized by California Labor Code §§ 226(e), 226.8 and 2699;

9. For interest on the unpaid wages at 10% per annum pursuant to California Labor Code §§ 218.6, 1194, and 2802, California Civil Code §§ 3287, 3288, and 3336, and/or any other applicable provision providing for pre-judgment interest;

10. For reasonable attorneys' fees and costs pursuant to California Labor Code §§ 1194, 2699 and 2802, California Civil Code § 1021.5, and/or any other applicable provisions providing for attorneys' fees and costs;

11. For declaratory relief;

12. For an order requiring and certifying the First, Second, Third, Fourth, Fifth, Sixth, Seventh, and Eighth Causes of Action as a class action;

13. For an order appointing PLAINTIFF as class representative, and PLAINTIFF's counsel as class counsel; and

14. For such other and further relief that the Court may deem just and proper.

DEMAND FOR JURY TRIAL

PLAINTIFF hereby demands a jury trial with respect to all issues triable of right by jury.

DATED: November 6, 2026

Respectfully submitted,

THE DOSAJ FIRM, APC

By: Tyler Dosaj

TYLER J. DOSAJ

Attorney for Plaintiff CHRISTIAN KROUL, individually, and on behalf of all others similarly situated

THE DOSAJ FIRM, APC
Tyler J. Dosaj (State Bar No. 306938)
(Tyler@dosajfirm.com)
626 Wilshire Blvd., Suite 410
Los Angeles, CA, 90017
Telephone: (213) 310-1905

Attorney for Plaintiff CHRISTIAN KROUL, individually, and on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

CHRISTIAN KROUL, individually, and on behalf of all others similarly situated,

Plaintiff,

vs.

STRYDER CORP., dba HANDSHAKE AI; and DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 26STCV27952

PROOF OF SERVICE

Assigned to: Hon. Timothy Patrick Dillon, Department 15

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the action. My business address is 626 Wilshire Blvd., Suite 410, Los Angeles, California 90017.

On November 6, 2026, I served the following document(s):

1. FIRST AMENDED CLASS ACTION COMPLAINT

on the interested parties in this action by transmitting via electronic mail a true and correct copy of the above-listed document(s) to the electronic mail address(es) set forth below:

Michael Holecek – mholecek@gibsondunn.com
Joseph Gorman – jgorman@gibsondunn.com
Timothy Kolesk – tkolesk@gibsondunn.com
Gibson, Dunn & Crutcher LLP
333 South Grand Avenue
Los Angeles, California 90071
Counsel for Defendant Stryder Corp., dba Handshake AI

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on November 6, 2026, at Los Angeles, California.

Tyler Dosaj

Tyler J. Dosaj