



**FILED**  
San Francisco County Superior Court

DEC 10 2024

CLERK OF THE COURT  
BY: [Signature] Deputy Clerk

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Chief Deputy City Attorney  
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8 Attorneys for Plaintiff  
9 PEOPLE OF THE STATE OF CALIFORNIA, by and through  
CITY AND COUNTY OF SAN FRANCISCO

10  
11 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
12 COUNTY OF SAN FRANCISCO  
13 UNLIMITED JURISDICTION

14 The PEOPLE OF THE STATE OF  
CALIFORNIA, a Municipal Corporation

15 Plaintiffs,

16 vs.

17 WORKFORCE AS A SERVICE, INC. doing  
18 business as WORKWHILE, a Delaware  
Corporation; JARAH EUSTON, an individual;  
19 and DOE ONE through DOE TWENTY,  
Inclusive

20 Defendants.  
21

Case No. 24-615401  
[Assigned to Hon. Andrew Cheng, Dept. 613 for all  
purposes]

<sup>AC</sup>  
**[PROPOSED] STIPULATED PARTIAL  
JUDGMENT AND PERMANENT  
INJUNCTION**

Date Action Filed: June 13, 2024  
Trial Date: None set.

22  
23 The People of the State of California, by and through David Chiu, City Attorney for the City  
24 and County of San Francisco, appearing through Deputy City Attorneys Matthew D. Goldberg and Ian  
25 H. Eliasoph, and Defendants Workforce as a Service, Inc., d/b/a WorkWhile, a Delaware Corporation,  
26 and Jarah Euston, an individual, appearing through Defendants' attorneys, Keith Jacoby, Sophia B.  
27 Collins, and Erika Nettles of Littler Mendelson, P.C., having stipulated to entry of this Stipulated  
28

75135533

1 Partial Judgment and Permanent Injunction (“Partial Judgment”) without the taking of proof and  
2 without this Partial Judgment constituting evidence of, or an admission by any party regarding, any  
3 issue of law or fact alleged in the Complaint; all parties having waived the right to appeal with respect  
4 to this Partial Judgment; and the Court having considered the pleadings and good cause appearing:

5 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:**

6 **I. DEFINITIONS**

7 The following terms in this Partial Judgment shall have these meanings:

8 1. ACTION refers to the civil action entitled *The People of the State of California et al. v.*  
9 *Workforce As a Service, Inc. et al.*, San Francisco Super. Ct. No. 24-615401, filed on or about June 13,  
10 2024. The ACTION alleges DEFENDANTS engaged in unlawful and/or unfair business acts and  
11 practices in violation of California’s Unfair Competition Law (California Bus. & Prof Code §§17200,  
12 *et. seq.*, 17203, 17206, 17206.1) by misclassifying employees as independent contractors and failing to  
13 comply with numerous provisions in the California Labor Code, Industrial Welfare Commission  
14 (“IWC”) Wage Order 4, including but not limited to California Labor Code §§ 98.6, 221, 224, 226,  
15 226.7, 226.8, 246, 510, 512, 2802, 221, 224, 1102.5, 2775, 2786, Industrial Welfare Commission  
16 (“IWC”) Wage Order 4, Cal. Code Regs. Tit 8, § 11040, *et. seq.*, including but not limited to, IWC  
17 Wage Order 4, subdivision 3 (Cal. Code Regs. Tit 8, § 11040, subd. 3), IWC Wage Order 4,  
18 subdivision 7(b) (Cal Code Regs. tit. 8 §11040, subd. 7(B)), IWC Wage Order 4, subdivision 2 (Cal.  
19 Code Regs. tit. 8 §11040, subd. 2), S.F. Labor & Emp Code, art. 21, and other local ordinances.

20 2. PARTIES refers to the PLAINTIFF and DEFENDANTS in the ACTION collectively.

21 3. PLAINTIFF and THE PEOPLE refer to the People of the State of California and by and  
22 through David Chiu, City Attorney for the City and County of San Francisco.

23 4. DEFENDANTS refers to Defendants Workforce as a Service, Inc., d/b/a WorkWhile  
24 and EUSTON.

25 5. EUSTON refers to Defendant Jarah Euston.

26 6. DEFENDANT and WORKWHILE refer to Defendant Workforce as a Service, Inc.,  
27 d/b/a WorkWhile. For purposes of effectuating the injunctive relief set forth in this Partial Judgment,  
28 DEFENDANT and WORKWHILE also refer to anyone authorized by WORKWHILE to act on

1 WORKWHILE's behalf, including but not limited to WORKWHILE's principals, parents,  
2 subsidiaries, officers, assigns, representatives, agents, employees, and accountants.

3 7. NON-DRIVER SHIFTS refers to all shifts performed by SHIFT WORKERS as  
4 independent contractors in California during the RELEVANT PERIOD through the WORKWHILE  
5 app that WORKWHILE has not labeled in the data provided to THE PEOPLE as "position type:  
6 driving" (or will not, for purposes of the updated data production set forth in Paragraph 32 below).

7 8. AFFECTED WORKERS refers to SHIFT WORKERS that worked NON-DRIVER  
8 SHIFTS who shall be eligible to receive RESTITUTION under this Partial Judgment for work  
9 performed on NON-DRIVER SHIFTS in California sourced through the WORKWHILE platform  
10 during the RELEVANT PERIOD.

11 9. SHIFT WORKERS refers to all individuals who were paid by WORKWHILE for shifts  
12 they obtained through the WORKWHILE app in California on or after June 1, 2020, and who were  
13 treated as independent contractors.

14 10. EFFECTIVE DATE is December 1, 2024 or 7 days after the Court enters this Partial  
15 Judgment, whichever date is later.

16 11. CONVERSION COMPLETION DATE is March 1, 2025 or 90 days after the Court  
17 enters this Partial Judgment, whichever date is later.

18 12. RELEVANT PERIOD is the period beginning June 1, 2020 through the  
19 CONVERSION COMPLETION DATE.

20 13. NON-DRIVER JUDGMENT AMOUNT refers to the full monetary relief of one  
21 million dollars (\$1,000,000) to resolve claims arising from NON-DRIVER SHIFTS. Except as  
22 provided in this Partial Judgment, the NON-DRIVER JUDGMENT AMOUNT is the maximum  
23 amount that DEFENDANT is obligated to pay under this stipulated Partial Judgment to resolve the  
24 claims in the ACTION for the RELEVANT PERIOD related to the NON-DRIVER SHIFTS  
25 performed by SHIFT WORKERS in California.

26 14. RESTITUTION AMOUNT refers to \$1,000,000.00 in restitution for monies owed to  
27 AFFECTED WORKERS for NON-DRIVING SHIFTS in California for the claims asserted in the  
28 ACTION.

1           15.     CIVIL PENALTY AMOUNT refers to the amount left over from the RESTITUTION  
2 AMOUNT that DEFENDANT is not able to successfully distribute to AFFECTED WORKERS. For  
3 example, if DEFENDANT is only able to successfully pay \$900,000 of the RESTITUTION  
4 AMOUNT to AFFECTED WORKERS (because AFFECTED WORKERS are not locatable, fail to  
5 cash their checks, etc.), the remaining \$100,000 shall be the CIVIL PENALTY AMOUNT.

6 **II.     OVERVIEW AND BACKGROUND**

7           16.     On June 13, 2024, THE PEOPLE filed this ACTION.

8           17.     As relevant to this Partial Judgment, THE PEOPLE allege DEFENDANTS engaged in  
9 unlawful and/or unfair business acts and practices in violation of the Unfair Competition Law and the  
10 Labor Code by misclassifying its SHIFT WORKERS for NON-DRIVER SHIFTS as independent  
11 contractors and by failing to comply with the Labor Code, IWC Wage Order and other laws, including  
12 but not limited to failing to pay all hours worked, including proper overtime premiums, failing to  
13 comply with meal and paid rest break laws, failing to provide paid sick leave, failing to reimburse  
14 them for business expenses, failing to issue compliant wage statements, illegally withholding wages,  
15 retaliation, and, failing to comply with applicable local employment ordinances.

16           18.     THE PEOPLE further allege that DEFENDANTS maintain an unfair competitive  
17 advantage over other businesses that consider WORKWHILE a competitor by misclassifying SHIFT  
18 WORKERS for NON-DRIVER SHIFTS.

19           19.     DEFENDANTS deny all allegations raised in the ACTION, including those related to  
20 the alleged misclassification of SHIFT WORKERS for NON-DRIVER SHIFTS.

21           20.     Notwithstanding such denial, the PARTIES enter this stipulated Partial Judgment to  
22 fully and finally resolve the claims (or portions of claims) in the ACTION arising from NON-  
23 DRIVER SHIFTS worked during the RELEVANT PERIOD to avoid any further expense, delay, and  
24 uncertainty of further litigation of the ACTION against DEFENDANTS with respect to the NON-  
25 DRIVER SHIFTS.

26           21.     THE PEOPLE believe that this resolution of the violations alleged in the ACTION as to  
27 the NON-DRIVER SHIFTS is fair and reasonable and fulfills THE PEOPLE'S enforcement  
28 objectives, that no further action is warranted concerning the specific violations alleged in the

1 ACTION relating to the NON-DRIVER SHIFTS except as provided pursuant to this stipulated Partial  
2 Judgment, and that the Partial Judgment is in the best interests of the general public.

3 **III. PARTIES AND JURISDICTION**

4 22. This ACTION is brought by THE PEOPLE in the public interest under the laws of the  
5 State of California.

6 23. The City Attorney of San Francisco has the authority, and has exercised that authority,  
7 under the laws of the State of California to maintain this ACTION in the name of the People of  
8 California concerning the conduct alleged in the ACTION.

9 24. Unless otherwise stated, all obligations imposed upon DEFENDANT by the terms of  
10 this Partial Judgment are ordered pursuant to Business and Professions Code sections 17200 *et seq.*  
11 and Labor Code section 2786. This Partial Judgment shall be enforceable as a civil judgment under  
12 California Code of Civil Procedure section 680.010 *et seq.*

13 25. This Court has jurisdiction over the allegations and subject matter of the ACTION, and  
14 the PARTIES to this ACTION; venue is proper in this County; and this Court has jurisdiction to enter  
15 this Partial Judgment.

16 **IV. INJUNCTIVE RELIEF**

17 26. DEFENDANT is subject to the following injunctive relief pursuant to Business and  
18 Professions Code sections 17203 and Labor Code section 2786.

19 27. Commencing on the EFFECTIVE DATE, DEFENDANT is enjoined as follows:

20 (a) Beginning on the EFFECTIVE DATE, SHIFT WORKERS on NON-DRIVER SHIFTS  
21 shall receive compensation at the rate of 1.5 times their regular rate of pay for (i) all hours worked in  
22 excess of eight (8) hours up to and including twelve (12) hours in any workday; (ii) all hours worked  
23 in excess of 40 hours in a week; and (iii) the first eight (8) hours worked on the seventh consecutive  
24 day of work in a workweek

25 (b) Beginning on the EFFECTIVE DATE, SHIFT WORKERS on NON-DRIVER SHIFTS  
26 shall receive compensation at the rate of two times their regular rate of pay for (i) all hours worked in  
27 excess of twelve (12) hours in any workday; and (ii) all hours worked in excess of eight (8) hours on  
28 the seventh consecutive day of work in a workweek; and;

1 (c) Beginning on the EFFECTIVE DATE, DEFENDANT shall instruct its company clients to  
2 provide SHIFT WORKERS the opportunity to take an off-duty, unpaid meal period of at least 30  
3 minutes by the end of the fifth hour of work when they work more than five (5) hours in the workday  
4 on a NON-DRIVER SHIFT, and a second off-duty, unpaid meal period of at least 30 minutes by the  
5 end of the tenth hour of work when they work more than ten (10) hours in a workday on a NON-  
6 DRIVER SHIFT. DEFENDANT shall instruct its company clients that on these NON-DRIVER  
7 SHIFTS, the first meal period may be voluntarily waived by the SHIFT WORKER for shifts of six  
8 hours or less and the second meal period may be waived by the SHIFT WORKER for shifts of 12  
9 hours or less.

10 (d) All hours worked by SHIFT WORKERS on NON-DRIVER SHIFTS on or after the  
11 EFFECTIVE DATE shall be credited toward that SHIFT WORKER'S accrual of sick leave in 2025 if  
12 the SHIFT WORKER becomes an employee of Service Workers LLC (or another affiliate of  
13 DEFENDANT) on or after the CONVERSION COMPLETION DATE.

14 (e) Beginning on the EFFECTIVE DATE, DEFENDANT shall not apply a Trust and Safety  
15 Fee on any NON-DRIVER SHIFTS.

16 28. Commencing on the CONVERSION COMPLETION DATE, DEFENDANT is  
17 permanently enjoined and restrained from classifying SHIFT WORKERS as independent contractors  
18 for NON-DRIVING SHIFTS worked in California. By the CONVERSION COMPLETION DATE, all  
19 NON-DRIVING SHIFT opportunities in California that are offered on the WORKWHILE platform  
20 may only be accepted by individuals who are SERVICE WORKERS employees, or otherwise engaged  
21 on an employee (rather than independent contractor) basis.

22 29. No later than by seven days after the CONVERSION COMPLETION DATE,  
23 WORKWHILE will provide the San Francisco City Attorney's Office a declaration of a competent  
24 officer, under penalty of perjury, affirming that WORKWHILE was in timely compliance with the  
25 injunctive relief provided in this Section IV of the Partial Judgment.

26 30. DEFENDANT will use a neutral and non-retaliatory process for providing SHIFT  
27 WORKERS for NON-DRIVER SHIFTS the opportunity to apply and become employees of  
28 DEFENDANT or its affiliated entity, Service Workers LLC.

1           31.     Between February 3, 2025 and January 1, 2027, THE PEOPLE may make a reasonable  
2 written request to DEFENDANT for documents or information showing DEFENDANT's compliance  
3 with the injunctive provisions of this Partial Judgment. DEFENDANT shall provide such documents  
4 or information within thirty (30) days after receipt of this request unless otherwise agreed to by the  
5 PARTIES or ordered by this Court.

6  
7 **V.     RESTITUTION**

8           32.     No later than 30 days after the CONVERSION COMPLETION DATE, DEFENDANT  
9 will provide updated shift data (including all fields previously produced by DEFENDANT to THE  
10 PEOPLE) and worker contact information (including name, and last known address, telephone  
11 number(s) and email address(es)) to THE PEOPLE for the NON-DRIVING SHIFTS performed by all  
12 SHIFT WORKERS in California as independent contractors through the CONVERSION  
13 COMPLETION DATE.

14           33.     Within 30 days of receiving the shift data and worker contact information from the  
15 DEFENDANT, PLAINTIFF, in its sole discretion, will determine the allocation of the  
16 RESTITUTION AMOUNT due to each AFFECTED WORKER and will provide DEFENDANT a list  
17 with these allocations. For purposes of calculating the allocation of the RESTITUTION AMOUNT to  
18 the AFFECTED WORKERS, THE PEOPLE are authorized to prioritize providing AFFECTED  
19 WORKERS full restitution for alleged unpaid overtime premiums and then to prioritize recovery of  
20 amounts deducted by WORKWHILE for its "Trust & Safety Fee."

21           34.     Within 30 days after THE PEOPLE provide its allocations of the RESTITUTION  
22 AMOUNT to DEFENDANT, DEFENDANT shall make all reasonable efforts to provide notice and  
23 effectuate payments to the AFFECTED WORKERS based on the allocations provided by THE  
24 PEOPLE. The PARTIES shall agree on the proper content of the notice to be provided. DEFENDANT  
25 may use a third-party administrator to distribute the funds to AFFECTED WORKERS or may self-  
26 administer, at its discretion. If DEFENDANT elects to use a third-party administrator, DEFENDANT  
27 shall retain responsibility for overseeing the third-party administrator to ensure full compliance with  
28 this Partial Judgment. The costs of providing notice and payment to AFFECTED WORKERS as set

1 forth in this Section, including but not limited to the cost of a third-party administrator if  
2 DEFENDANT elects to use one, shall be borne by DEFENDANT and shall not come out of the NON-  
3 DRIVER JUDGMENT AMOUNT.

4 35. THE PEOPLE, the DEFENDANT, and, if applicable, the third-party settlement  
5 administrator, are authorized to share and transmit any information to each other that will facilitate  
6 effectuating the restitution payments or any other provision of this Partial Judgment. In doing so, each  
7 entity shall be responsible for protecting the confidentiality of any private or sensitive information it  
8 receives in a manner consistent with applicable law.

9 36. DEFENDANT or a third party-settlement administrator acting on DEFENDANT'S  
10 behalf, may make payments electronically or by check.

11 37. If any electronic payments fail, DEFENDANT or its agent shall take any necessary steps  
12 to fix the problem and effectuate payment including by sending a check for the amount due where the  
13 attempt to pay through electronic means has failed.

14 38. Where payments are sent by check (whether in the first instance or as a result of an  
15 electronic payment failure), if any checks are returned by the postal service as undeliverable,  
16 DEFENDANT or its agent shall take reasonable steps to determine the correct mailing address for the  
17 AFFECTED WORKER and re-send the payment via U.S. mail. The AFFECTED WORKERS will  
18 have 120 days from the date of initial mailing to cash or otherwise negotiate the checks. All checks  
19 must prominently state the date upon which the check will become void.

20  
21 **VI. CIVIL PENALTIES**

22 39. Thirty (30) days after the final paper check has been voided, DEFENDANT shall pay  
23 the San Francisco City Attorney's Office the total unclaimed NON-DRIVER JUDGMENT AMOUNT  
24 (i.e., \$1,000,000 minus the gross amounts successfully paid to AFFECTED WORKERS). This  
25 payment will constitute the CIVIL PENALTY AMOUNT to be recovered under section 17206 of the  
26 California Business and Professions Code. The payment shall be made by check or money order  
27 payable to, and delivered to, the San Francisco City Attorney's Office, attn: Ian Eliasoph.  
28 DEFENDANT shall simultaneously provide an accounting of the gross and net amounts paid to



1 AFFECTED WORKERS and a list of the amounts uncashed and/or undeliverable under the  
2 installment to specific AFFECTED WORKERS.

3 40. These funds are to be used exclusively by the San Francisco City Attorney's Office for  
4 the enforcement of consumer protection laws, including California's Unfair Competition Law, and state  
5 and local worker protection laws.

6  
7 **VII. DISMISSAL OF EUSTON**

8 41. Upon entry of this Partial Judgment, Defendant EUSTON shall be dismissed from this  
9 ACTION with prejudice.

10  
11 **VIII. TAXES**

12 42. The PARTIES make no representation or warranty as to any tax consequences of the  
13 amounts to be paid under this Partial Judgment.

14 43. DEFENDANT acknowledges that applicable law requires DEFENDANT to furnish  
15 DEFENDANT's federal taxpayer identification number to THE PEOPLE for inclusion on IRS Form  
16 1098-F and that DEFENDANT may be subject to a penalty for failure to furnish its taxpayer  
17 identification number. DEFENDANT agrees to furnish such number by providing THE PEOPLE a  
18 completed IRS Form W-9, Request for Taxpayer Identification Number and Certification.

19 44. DEFENDANT shall designate the RESTITUTION AMOUNT as wages and make  
20 appropriate deductions and withholdings of payroll deductions required by law from the payments to  
21 AFFECTED WORKERS. Any additional tax liability arising from this wage allocation for the  
22 employer's side of those wages shall be borne by DEFENDANT and those funds will not come from  
23 the NON-DRIVER JUDGMENT AMOUNT.

24 45. DEFENDANT further agrees to provide such other information as may be requested by  
25 THE PEOPLE to enable THE PEOPLE to comply with any reporting requirements for payments made  
26 pursuant to this Partial Judgment that are imposed by applicable law.

1 **IX. NO RETALIATION**

2 46. DEFENDANT shall not in any manner discriminate or retaliate against any SHIFT  
3 WORKER, including but not limited to SHIFT WORKERS who cooperated or are perceived to have  
4 cooperated with the investigation and prosecution of this ACTION. DEFENDANT agrees not to  
5 discharge, refuse to hire, or take any adverse action against any SHIFT WORKER for NON-DRIVER  
6 SHIFTS except for legitimate, non-discriminatory reasons unrelated to the investigation or to any past,  
7 present, or future participation in any activities involving the exercise of their legal rights under  
8 applicable employment laws.

9 47. Upon request by any SHIFT WORKER, DEFENDANT will supply to the requesting  
10 SHIFT WORKER a copy of this Partial Judgment and/or the contact information for the PLAINTIFF's  
11 counsel.

12 **X. RELEASES**

13 48. By entry of this Partial Judgment and following full payment of the NON-DRIVER  
14 JUDGMENT AMOUNT, PLAINTIFF agrees to release and discharge DEFENDANT, its heirs and  
15 executors and its past and present shareholders, employees, officers, directors, attorneys, successors,  
16 predecessors, affiliates, agents, and representatives, from the claims that were asserted or could have  
17 been asserted based on the allegations in the Complaint in this ACTION regarding NON-DRIVER  
18 SHIFTS during the RELEVANT PERIOD, including all causes of action, counterclaims, and claims  
19 for restitution, penalties, attorney's fees, costs or any other relief related to the NON-DRIVER SHIFTS  
20 during the RELEVANT PERIOD. This release is limited to claims arising from or directly related to  
21 the NON-DRIVER SHIFTS during the RELEVANT PERIOD. It is the Parties' intent that this Partial  
22 Judgment shall have a res judicata effect on any action brought by or on behalf of the People of the  
23 State of California pursuant to California Business and Professions Code section 17204 and Labor Code  
24 section 2786 against DEFENDANT, its heirs and executors and its past and present shareholders,  
25 employees, officers, directors, attorneys, successors, predecessors, affiliates, agents, and/or  
26 representative for any and all claims released by this Partial Judgment. Nothing in this Partial Judgment  
27 shall limit or affect PLAINTIFF'S right to take or pursue any other legal claim(s) and to continue to  
28 pursue the claims in the ACTION that do not relate to violations arising from NON-DRIVER SHIFTS.

1 2049 Century Park East  
2 5th Floor  
3 Los Angeles, California 90067.3107

4 52. DEFENDANT shall consult with THE PEOPLE to arrange for the delivery of any  
5 checks issued to the San Francisco City Attorney's Office in accordance with this Partial Judgment.

6 **XIII. MATERIAL INACCURACIES OR MISREPRESENTATIONS**

7 53. DEFENDANT acknowledges that THE PEOPLE' agreement to the resolution of this  
8 matter as set forth in this Partial Judgment is made in reliance on the accuracy of time and pay data for  
9 NON-DRIVER SHIFTS that DEFENDANT has provided to THE PEOPLE, including the proper  
10 designation of shifts that do or do not involve delivery driving. Later discovery that this data is  
11 materially inaccurate or intentionally false shall be grounds for this Court, upon a motion supported by  
12 adequate proof, to void or modify this Partial Judgment.

13 **XIV. ADDITIONAL PROVISIONS**

14 54. This Court retains jurisdiction of this matter for purposes of enforcing this Partial  
15 Judgment and any order arising therefrom, and the remainder of the claims or parts of the ACTION not  
16 resolved by this Partial Judgment. DEFENDANTS shall not challenge, by way of motion or any other  
17 procedure, THE PEOPLE's continued ability to pursue these claims on the grounds of res judicata,  
18 collateral estoppel, claim-splitting or similar doctrines to the extent such argument(s) are premised on  
19 this stipulated Partial Judgment, all of which have been waived by DEFENDANTS by stipulating to  
20 entry of this Partial Judgment. THE PEOPLE shall not assert any argument that this Partial Judgment  
21 is an admission by Defendants of any fault, wrongdoing or liability whatsoever.

22 55. To the extent a SHIFT WORKER for NON-DRIVER SHIFTS also performed or  
23 performs driving shifts, this Partial Judgment relates solely to the NON-DRIVER SHIFTS performed  
24 by that SHIFT WORKER.

25 56. Upon submission to this Court of this stipulated Partial Judgment, the PARTIES agree to  
26 stay all proceedings in the ACTION as it pertains to the NON-DRIVER SHIFTS, except such  
27 proceedings necessary to implement and obtain Court approval of this Partial Judgment and  
28 enforcement thereof.

1           49.     In consideration for the promises set forth in this Partial Judgment, EUSTON agrees to  
2 release THE PEOPLE, as well as its employers, officers, directors, attorneys, successors, predecessors,  
3 affiliates, agents, and representatives, from any and all claims that were or could have been asserted  
4 before an administrative body or court, including all actions, causes of action, counterclaims, claims for  
5 attorney's fees and costs, related in whole or in part to prosecution of this matter with respect to the  
6 NON-DRIVER SHIFTS.

7 **XI.    CHANGE IN LAW**

8           50.     In the event of a change in (i) the law regarding worker classification, (ii) the types of  
9 work offered on WORKWHILE's platform, or (iii) the manner in which work is offered on  
10 WORKWHILE's platform, WORKWHILE reserves the right to move this Court to lift or modify the  
11 terms of the injunction in a manner consistent with those changes. Any such modification in the  
12 injunction shall not prevent the PEOPLE from filing a new case or asserting new claims if the  
13 PEOPLE determine WORKWHILE's practices are or have become unlawful.

14 **XII.   NOTICES**

15           51.     All notices and mailings to be delivered among or between the PARTIES required by  
16 this Partial Judgment shall be served by email on the following persons, or any person subsequently  
17 designated by the PARTIES to receive such notices:

18           Ian Eliasoph  
19           San Francisco City Attorney's Office  
20           City Hall Room 234  
21           1 Dr. Carlton B. Goodlett Place  
22           San Francisco CA 94102  
23           Ian.Eliasoph@sfcityatty.org

24           Matthew Goldberg  
25           San Francisco City Attorney's Office  
26           City Hall Room 234  
27           1 Dr. Carlton B. Goodlett Place  
28           San Francisco CA 94102  
            Matthew.Goldberg@sfcityatty.org

            Keith A. Jacoby  
            kjacoby@littler.com  
            Sophia B. Collins  
            scollins@littler.com  
            LITTLER MENDELSON, P.C.

1           57.     DEFENDANT is ordered to ensure all officers and persons responsible for  
2 implementing this Partial Judgment on DEFENDANT's behalf are provided a copy of this Partial  
3 Judgment within 15 days of the EFFECTIVE DATE. Upon request by a NON-DRIVER WORKER,  
4 DEFENDANT or its settlement agent shall also provide a copy of this Partial Judgment to such  
5 individual.

6           58.     Each party shall bear its own costs, fees, and expenses incurred in connection with this  
7 ACTION. This does not bear on the PARTIES' rights to recover costs or fees in conjunction with  
8 enforcing this Partial Judgment.

9           59.     The PARTIES specifically warrant and represent that they each have full authority to  
10 enter into this Partial Judgment and make the full scope of promises, releases, and covenants set forth  
11 herein for and on behalf of the entity they each represent.

12           60.     This stipulated Partial Judgment is not an admission by DEFENDANTS, nor is this  
13 Partial Judgment a finding, of the validity of any claims in the Action or of any wrongdoing by  
14 DEFENDANTS. Neither this Partial Judgment nor any action taken to carry out this Partial  
15 Judgment is, may be construed as, or may be used as an admission by or against DEFENDANTS of  
16 any fault, wrongdoing or liability whatsoever.

17           61.     This Partial Judgment has been reviewed by the PARTIES and their respective attorneys  
18 and each have had a full opportunity to negotiate the contents of this Partial Judgment. The PARTIES  
19 agree that the language in all parts of this Partial Judgment shall be construed as a whole, according to  
20 fair meaning.

21           62.     This Partial Judgment may be modified only by the Court, upon noticed motion, or upon  
22 written consent by the PARTIES and approval of the Court.

23           63.     This Partial Judgment shall be construed and enforced in accordance with the laws of the  
24 State of California.

25           64.     This Partial Judgment shall be deemed to have been drafted equally by all PARTIES.  
26 Accordingly, any and all rules of construction holding that ambiguity is construed against the drafting  
27 party shall not apply to the interpretation of this Partial Judgment.

28

1           65.     This Partial Judgment is intended by the PARTIES as a final expression of their  
2 agreement and understanding concerning the subject matter addressed in the Partial Judgment and is  
3 intended as a complete statement of the terms and conditions of their settlement, and any and all prior  
4 oral or written agreements or understandings between the PARTIES related to the Partial Judgment are  
5 superseded. No representations, oral or otherwise, express or implied, other than those specifically  
6 referred to in the Partial Judgment, have been made by any Party to the Partial Judgment.


7           66.     Before declaring any provision of this Partial Judgment invalid, the Court shall first  
8 attempt to construe the provisions valid to the fullest extent possible consistent with applicable  
9 precedent so as to define all provisions of this Partial Judgment valid and enforceable.

10  
11 **SO STIPULATED:**

12 FOR THE PEOPLE:

13 Dated: December 4, 2024

14                   DAVID CHIU  
15                   City Attorney  
16                   YVONNE R. MERÉ  
17                   Chief Deputy City Attorney  
18                   MATTHEW D. GOLDBERG  
19                   Chief Worker Protection Attorney  
20                   IAN H. ELIASOPH  
21                   Deputy City Attorney

22  
23  
24  
25  
26  
27  
28  
By:   
IAN H. ELIASOPH

Attorneys for Plaintiff  
PEOPLE OF THE STATE OF CALIFORNIA, acting by  
and through San Francisco City Attorney DAVID CHIU,  
and CITY AND COUNTY OF SAN FRANCISCO

FOR DEFENDANTS:

Dated: December 4, 2024

By: 

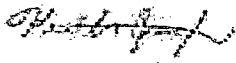
Name: JARAH EUSTON

Title: Chief Executive Officer for DEFENDANT WORKFORCE AS A SERVICE, INC

Approved as to FORM:

Dated: December 4, 2024

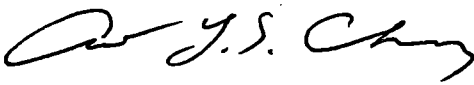
LITTLER MENDELSON, P.C.

By: 

KEITH JACOBY  
SOPHIA B. COLLINS  
Attorneys for Defendants  
WORKFORCE AS A SERVICE, INC. and JARAH  
EUSTON

**ORDERED AND ADJUDGED** at San Francisco, California, this 4<sup>th</sup> day of December, 2024.

DATED: 12/5/2024



JUDGE ANDREW CHENG