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FILED
 San Francisco County Superior Court

JAN 16 2026

CLERK OF THE COURT

BY: [Signature]
 Deputy Clerk

8 Attorneys for Plaintiff
 9 The PEOPLE OF THE STATE OF CALIFORNIA,
 by and through David Chiu, City Attorney for the
 10 City and County of San Francisco

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

14 The PEOPLE OF THE STATE OF
 15 CALIFORNIA, by and through David Chiu,
 City Attorney for the City and County of San
 16 Francisco;

17 Plaintiff,

18 vs.

19 WORKFORCE AS A SERVICE, INC., doing
 20 business as WORKWHILE, a Delaware
 Corporation; DOE ONE through DOE
 21 TWENTY, Inclusive;

22 Defendants.

Case No. CGC-24-615401
 [Assigned to Hon. Jeffrey S. Ross, Dept. 613 for all
 purposes]

**[PROPOSED] STIPULATED PARTIAL
 JUDGMENT**

Date Action Filed: June 13, 2024
 Trial Date: July 20, 2026

23
 24
 25 Plaintiff, the People of the State of California, by and through David Chiu, City Attorney for
 26 the City and County of San Francisco, appearing through Deputy City Attorneys Matthew D.
 27 Goldberg and Ian H. Eliasoph, and Defendant Workforce as a Service, Inc., d/b/a WorkWhile, a
 28 Delaware Corporation, appearing through Defendant's attorneys, Keith Jacoby, Sophia B. Collins,

1 Lisa Lin Garcia, Brooke Hammond, and Sarah Boxer of Littler Mendelson, P.C., having stipulated to
2 entry of this Stipulated Partial Judgment (“Partial Judgment”) without the taking of proof and without
3 this Partial Judgment constituting evidence of, or an admission by any party regarding, any issue of
4 law or fact alleged in the Complaint; all parties having waived the right to appeal with respect to this
5 Partial Judgment; and the Court having considered the pleadings and good cause appearing:

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

7 **I. DEFINITIONS**

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

9 1. ACTION refers to the civil action entitled *The People of the State of California et al. v.*
10 *Workforce As a Service, Inc. et al.*, San Francisco Super. Ct. No. CGC-24-615401, filed on or about
11 June 13, 2024. The ACTION alleges DEFENDANT engaged in unlawful and/or unfair business acts
12 and practices in violation of California’s Unfair Competition Law (California Bus. & Prof Code
13 §§17200, *et. seq.*, 17203, 17206, 17206.1) by misclassifying employees as independent contractors and
14 failing to comply with numerous provisions in the California Labor Code, Industrial Welfare
15 Commission (“IWC”) Wage Order 4, including but not limited to California Labor Code §§ 98.6, 221,
16 224, 226, 226.7, 226.8, 246, 510, 512, 2802, 221, 224, 1102.5, 2775, 2786, Industrial Welfare
17 Commission (“IWC”) Wage Order 4, Cal. Code Regs. Tit 8, § 11040, *et. seq.*, including but not limited
18 to, IWC Wage Order 4, subdivision 3 (Cal. Code Regs. Tit 8, § 11040, subd. 3), IWC Wage Order 4,
19 subdivision 7(b) (Cal Code Regs. tit. 8 §11040, subd. 7(B)), IWC Wage Order 4, subdivision 2 (Cal.
20 Code Regs. tit. 8 §11040, subd. 2), S.F. Labor & Emp Code, art. 21, and other local ordinances. The
21 ACTION, as used herein, does not refer to the portion of this matter that was resolved through the
22 Stipulated Partial Judgment and Permanent Injunction entered by this Court on December 10, 2024
23 (“2024 Partial Judgment”). Nothing in this Partial Judgment is intended to alter in any way the terms
24 of the 2024 Partial Judgment.

25 2. PARTIES refers to the PLAINTIFF and DEFENDANT in the ACTION collectively.

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

28

1 4. DEFENDANT and WORKWHILE refer to Defendant Workforce as a Service, Inc.,
2 d/b/a WorkWhile.

3 5. DRIVER SHIFTS refers to all shifts performed by SHIFT WORKERS as independent
4 contractors in California during the SETTLEMENT PERIOD through the WORKWHILE app that
5 WORKWHILE has designated as “driving” during this litigation because of delivery work performed
6 during the shift.

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

11 7. 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 13, 2020, and who were
13 treated as independent contractors.

14 8. EFFECTIVE DATE is January 1, 2026 or 7 days after the Court enters this Partial
15 Judgment, whichever date is later.

16 9. SETTLEMENT PERIOD is the period beginning June 13, 2020, through September 5,
17 2025.

18 10. DRIVER PARTIAL JUDGMENT AMOUNT refers to the full monetary relief of four
19 million five hundred thousand dollars and zero cents (\$4,500,000.00) to resolve PLAINTIFF’S claims
20 arising from DRIVER SHIFTS worked during the SETTLEMENT PERIOD. Except as provided in
21 this Partial Judgment, the DRIVER PARTIAL JUDGMENT AMOUNT is the maximum amount that
22 DEFENDANT is obligated to pay under this stipulated Partial Judgment to resolve the claims in the
23 ACTION for the SETTLEMENT PERIOD related to the DRIVER SHIFTS performed by SHIFT
24 WORKERS in California.

25 11. RESTITUTION AMOUNT refers to restitution for alleged monies owed to
26 AFFECTED WORKERS for the claims asserted in the ACTION arising from DRIVING SHIFTS in
27 California during the SETTLEMENT PERIOD.

28

1 12. CIVIL PENALTY AMOUNT refers to civil penalties for the claims asserted in the
2 ACTION arising from DRIVING SHIFTS in California during the SETTLEMENT PERIOD.

3 **II. OVERVIEW AND BACKGROUND**

4 13. On June 13, 2024, THE PEOPLE filed this ACTION. THE PEOPLE alleged
5 DEFENDANT engages in unlawful and/or unfair business acts and practices in violation of the Unfair
6 Competition Law and the Labor Code by misclassifying its SHIFT WORKERS (including both
7 driving and non-driving shifts) as independent contractors and by failing to comply with the Labor
8 Code, IWC Wage Order and other laws, including but not limited to failing to pay all hours worked,
9 including proper overtime premiums, failing to comply with meal and paid rest break laws, failing to
10 provide paid sick leave, failing to reimburse them for business expenses, failing to issue compliant
11 wage statements, illegally withholding wages, retaliation, and, failing to comply with applicable local
12 employment ordinances.

13 14. THE PEOPLE further alleged that DEFENDANT maintains an unfair competitive
14 advantage over other businesses that consider WORKWHILE a competitor by misclassifying SHIFT
15 WORKERS for DRIVER SHIFTS.

16 15. On December 10, 2024, this Court entered the 2024 Partial Judgment, which fully
17 resolved THE PEOPLE'S claims in this ACTION with respect to non-driver shifts (i.e., all shifts
18 worked in California that are not DRIVER SHIFTS). WORKWHILE stipulated to an injunction
19 preventing it from continuing to classify workers as independent contractors for non-driving work in
20 California. WORKWHILE was also required to make settlement payments in the form of restitution to
21 workers that performed non-delivery work in California. Defendant Jarah Euston was dismissed from
22 this ACTION and is no longer a party.

23 16. Following the entry of the 2024 Partial Judgment, the PARTIES continued to litigate
24 the PEOPLE'S claims as they pertain to DRIVER SHIFTS.

25 17. DEFENDANT denies all allegations raised in the ACTION, including those related to
26 the alleged misclassification of SHIFT WORKERS for DRIVER SHIFTS.

27 18. Notwithstanding such denial, the PARTIES enter this stipulated Partial Judgment to
28 fully and finally resolve the claims (or portions of claims) in the ACTION arising from DRIVER

1 SHIFTS worked during the SETTLEMENT PERIOD to avoid any further expense, delay, and
2 uncertainty of further litigation of the ACTION against DEFENDANT with respect to DRIVER
3 SHIFTS worked during the SETTLEMENT PERIOD. The PARTIES have not reached a resolution for
4 the PEOPLE's claims related to DRIVER SHIFTS worked after September 5, 2025, and this Partial
5 Judgment does not pertain to the PEOPLE's claims related to DRIVER SHIFTS worked after that
6 date.

7 19. THE PEOPLE believe that this resolution of the violations alleged in the ACTION as to
8 the DRIVER SHIFTS worked during the SETTLEMENT PERIOD is fair and reasonable and fulfills
9 THE PEOPLE'S enforcement objectives, that no further action is warranted concerning the specific
10 violations alleged in the ACTION relating to the DRIVER SHIFTS worked during the SETTLEMENT
11 PERIOD except as provided pursuant to this stipulated Partial Judgment, and that the Partial Judgment
12 is in the best interests of the general public.

13 **III. PARTIES AND JURISDICTION**

14 20. This ACTION is brought by THE PEOPLE in the public interest under the laws of the
15 State of California.

16 21. The City Attorney of San Francisco has the authority, and has exercised that authority,
17 under the laws of the State of California to maintain this ACTION in the name of the People of
18 California concerning the conduct alleged in the ACTION.

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

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

26 **IV. RESTITUTION**

27 24. Of the DRIVER PARTIAL JUDGMENT, four million one hundred thousand dollars
28 and zero cents (\$4,100,000.00) shall be allocated as the RESTITUTION AMOUNT to AFFECTED

1 WORKERS for the claims asserted in the ACTION arising from DRIVING SHIFTS in California
2 during the SETTLEMENT PERIOD.

3 25. DEFENDANT has provided to PLAINTIFF shift data in its verified discovery
4 responses that includes hours worked, total pay, miles driven, and other information related to pay for
5 the DRIVER SHIFTS in California during the entire SETTLEMENT PERIOD. Based on this data,
6 within 10 days of the EFFECTIVE DATE, PLAINTIFF, in its sole discretion, will determine the
7 allocation of the RESTITUTION AMOUNT due to each AFFECTED WORKER and will provide
8 DEFENDANT a list with these allocations. For purposes of calculating the allocation of the
9 RESTITUTION AMOUNT to the AFFECTED WORKERS, THE PEOPLE are authorized to
10 prioritize providing AFFECTED WORKERS full restitution for alleged unpaid overtime premiums,
11 then to prioritize recovery of amounts deducted by WORKWHILE for its "Trust & Safety Fee" and
12 then reimbursement for alleged business expenses.

13 26. By no later than 30 days after THE PEOPLE provide its allocations of the
14 RESTITUTION AMOUNT to DEFENDANT or March 1, 2026, whichever is later, DEFENDANT
15 shall make all reasonable efforts to provide notice and effectuate payments to the AFFECTED
16 WORKERS based on the allocations provided by THE PEOPLE. The PARTIES shall agree on the
17 proper content of the notice to be provided. DEFENDANT may use a third-party administrator to
18 distribute the funds to AFFECTED WORKERS or may self-administer, at its discretion. If
19 DEFENDANT elects to use a third-party administrator, DEFENDANT shall retain responsibility for
20 overseeing the third-party administrator to ensure full compliance with this Partial Judgment. The costs
21 of providing notice and payment to AFFECTED WORKERS as set forth in this Section, including but
22 not limited to the cost of a third-party administrator if DEFENDANT elects to use one, shall be borne
23 by DEFENDANT and shall not come out of the DRIVER PARTIAL JUDGMENT AMOUNT.

24 27. To the extent that DEFENDANT or its third-party administrator needs the Social Security
25 Number or other information about an AFFECTED WORKER in order to make the payment due
26 under this Partial Judgment, DEFENDANT may seek such information from Stripe, Inc. ("Stripe"), the
27 third-party company which DEFENDANT uses to process payments to SHIFT WORKERS for their
28 DRIVING SHIFTS. To the extent Stripe does not have this information, DEFENDANT or its third-

1 party administer shall request such information from the AFFECTED WORKER using available
2 contact information, and shall not be required to make payment to the AFFECTED WORKER under
3 this Partial Judgment to the extent the Social Security Number is required to make payment in
4 accordance with governing tax laws. Any amounts not paid as a result of this Section shall be included
5 in the funds to be sent to the San Francisco City Attorney's Office under Section 32 as funds to be
6 allocated as the CIVIL PENALTY AMOUNT in addition to the amount set forth in Section 33.

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

12 29. DEFENDANT or a third party-settlement administrator acting on DEFENDANT'S
13 behalf, may make payments electronically or by check.

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

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

23 32. Within 30 days after the final paper check has been voided, DEFENDANT shall pay
24 the San Francisco City Attorney's Office the total unclaimed RESTITUTION AMOUNT (i.e.,
25 \$4,100,000 minus the gross amounts successfully paid to AFFECTED WORKERS). The payment
26 shall be made by check or money order payable to, and delivered to, the San Francisco City Attorney's
27 Office, attn: Ian Eliasoph. The total unclaimed RESTITUTION AMOUNT shall be allocated as the
28 CIVIL PENALTY AMOUNT in addition to the amount set forth in Section 33. DEFENDANT shall

1 simultaneously provide an accounting of the gross and net amounts paid to AFFECTED WORKERS
2 on an excel spreadsheet (or similar) and a list of the amounts uncashed and/or undeliverable to specific
3 AFFECTED WORKERS. At its sole discretion, the San Francisco City Attorney's Office may seek to
4 effectuate any unclaimed payments to AFFECTED WORKERS. Any funds that remain unclaimed
5 shall be treated as additional civil penalties.

6 **V. CIVIL PENALTIES**

7 33. Of the DRIVER PARTIAL JUDGMENT, four hundred thousand dollars and zero cents
8 (\$400,000.00) shall be allocated as the CIVIL PENALTY AMOUNT for the claims asserted in the
9 ACTION arising from DRIVING SHIFTS in California during the SETTLEMENT PERIOD.

10 34. Within 40 days of the EFFECTIVE DATE, DEFENDANT shall pay the San Francisco
11 City Attorney's Office the total of \$400,000 in civil penalties. The payment shall be made by check or
12 money order payable to, and delivered to, the San Francisco City Attorney's Office, attn: Ian Eliasoph.

13 35. The CIVIL PENALTY AMOUNT is to be used exclusively by the San Francisco City
14 Attorney's Office for the enforcement of consumer protection laws, including California's Unfair
15 Competition Law, and state and local worker protection laws.

16 **VI. TAXES**

17 36. The PARTIES make no representation or warranty as to any tax consequences of the
18 amounts to be paid under this Partial Judgment.

19 37. DEFENDANT acknowledges that applicable law requires DEFENDANT to furnish
20 DEFENDANT's federal taxpayer identification number to THE PEOPLE for inclusion on IRS Form
21 1098-F and that DEFENDANT may be subject to a penalty for failure to furnish its taxpayer
22 identification number. DEFENDANT agrees to furnish such number by providing THE PEOPLE a
23 completed IRS Form W-9, Request for Taxpayer Identification Number and Certification.

24 38. DEFENDANT will designate the payments to the AFFECTED WORKERS from the
25 RESTITUTION AMOUNT as non-wages for which an IRS Form 1099 MISC will be issued to them to
26 the extent required by law.

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

4 **VII. NO RETALIATION**

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

12 41. Upon request by any AFFECTED WORKER, DEFENDANT will supply to the
13 requesting AFFECTED WORKER a copy of this Partial Judgment and/or the contact information for
14 the PLAINTIFF's counsel.

15 **VIII. RELEASES**

16 42. By entry of this Partial Judgment and following full payment of the DRIVER PARTIAL
17 JUDGMENT AMOUNT, PLAINTIFF agrees to release and discharge DEFENDANT, its heirs and
18 executors and its past and present shareholders, employees, officers, directors, attorneys, successors,
19 predecessors, affiliates, agents, and representatives, from the claims that were asserted or could have
20 been asserted based on the allegations in the Complaint in this ACTION regarding DRIVER SHIFTS
21 during the SETTLEMENT PERIOD, including all causes of action, counterclaims, and claims for
22 restitution, penalties, attorney's fees, costs or any other relief related to the DRIVER SHIFTS worked
23 during the SETTLEMENT PERIOD. This release is limited to claims arising from or directly related to
24 the DRIVER SHIFTS worked during the SETTLEMENT PERIOD. It is the Parties' intent that this
25 Partial Judgment shall have a res judicata effect on any action brought by or on behalf of the People of
26 the State of California pursuant to California Business and Professions Code section 17204 against
27 DEFENDANT, its heirs and executors and its past and present shareholders, employees, officers,
28 directors, attorneys, successors, predecessors, affiliates, agents, and/or representative for any and all

1 claims released by this Partial Judgment. Nothing in this Partial Judgment shall limit or affect
2 PLAINTIFF's right to take or pursue any other legal claim(s) and to continue to pursue the claims in
3 the ACTION that do not relate to violations arising from DRIVER SHIFTS worked during the
4 SETTLEMENT PERIOD that have not previously been released.

5 **IX. NOTICES**

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

9 Ian Eliasoph
10 Ian.Eliasoph@sfcityatty.org
11 Matthew Goldberg
12 Matthew.Goldberg@sfcityatty.org
13 San Francisco City Attorney's Office
14 City Hall Room 234
15 1 Dr. Carlton B. Goodlett Place
16 San Francisco CA 94102

14 Keith A. Jacoby
15 kjacoby@littler.com
16 Sophia B. Collins
17 scollins@littler.com
18 Lisa Lin Garcia
19 llgarcia@littler.com
20 LITTLER MENDELSON, P.C.
21 2049 Century Park East
22 5th Floor
23 Los Angeles, California 90067.3107

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

21 **X. MATERIAL INACCURACIES OR MISREPRESENTATIONS**

22 45. DEFENDANT acknowledges that THE PEOPLE's agreement to the resolution of this
23 matter as set forth in this Partial Judgment is made in reliance on the accuracy of time and pay data for
24 DRIVER SHIFTS during the SETTLEMENT PERIOD that DEFENDANT has provided to THE
25 PEOPLE, including the proper designation of shifts that do or do not involve delivery driving. Later
26 discovery that this data is materially inaccurate or intentionally false shall be grounds for this Court,
27 upon a motion supported by adequate proof, to void or modify this Partial Judgment.

28

1 **XI. ADDITIONAL PROVISIONS**

2 46. This Court retains jurisdiction of this matter for purposes of enforcing this Partial
3 Judgment and any order arising therefrom, and the remainder of the claims or parts of the ACTION not
4 resolved by this Partial Judgment. DEFENDANT shall not challenge, by way of motion or any other
5 procedure, THE PEOPLE's continued ability to pursue the claims or parts of the ACTION not resolved
6 by this Partial Judgment on the grounds of res judicata, collateral estoppel, claim-splitting or similar
7 doctrines to the extent such argument(s) are premised on this stipulated Partial Judgment, all of which
8 have been waived by DEFENDANT by stipulating to entry of this Partial Judgment. THE PEOPLE
9 shall not assert any argument that this Partial Judgment is an admission by DEFENDANT of any
10 fault, wrongdoing or liability whatsoever.

11 47. Upon request by an AFFECTED WORKER, DEFENDANT or its settlement agent shall
12 provide a copy of this Partial Judgment to such individual.

13 48. Each party shall bear its own costs, fees, and expenses incurred in connection with this
14 ACTION in relation to the matters resolved by this Partial Judgment. This does not bear on the
15 PARTIES' rights to recover costs or fees in conjunction with enforcing this Partial Judgment.

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

19 50. This stipulated Partial Judgment is not an admission by DEFENDANT, nor is this
20 Partial Judgment a finding, of the validity of any claims in the Action or of any wrongdoing by
21 DEFENDANT. Neither this Partial Judgment nor any action taken to carry out this Partial Judgment
22 is, may be construed as, or may be used as an admission by or against DEFENDANT of any fault,
23 wrongdoing or liability whatsoever.

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

28

1 52. This Partial Judgment may be modified only by the Court, upon noticed motion, or upon
2 written consent by the PARTIES and approval of the Court.

3 53. This Partial Judgment shall be construed and enforced in accordance with the laws of the
4 State of California.

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

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

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

17
18 **SO STIPULATED:**

19 **FOR THE PEOPLE:**

20 Dated: _____


21 DAVID CHIU
22 City Attorney
23 YVONNE R. MERÉ
24 Chief Deputy City Attorney
25 MATTHEW D. GOLDBERG
26 Chief Worker Protection Attorney
27 IAN H. ELIASOPH
28 Deputy City Attorney

By: 

MATTHEW D. GOLDBERG
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

1 FOR DEFENDANT:


2 Dated: 12 / 30 / 2025

3 By: 
4 SIMON KHALAF
5 Chief Executive Officer for DEFENDANT WORKFORCE AS A SERVICE, INC


6 Approved as to FORM:

7 Dated December 31, 2025

LITTLER MENDELSON, P.C.

8 By: 
9 KEITH JACOBY
10 SOPHIA B. COLLINS
11 LISA LIN GARCIA
12 BROOKE HAMMOND
13 SARAH BOXER
14 Attorneys for DEFENDANT
15 WORKFORCE AS A SERVICE, INC.





16 ORDERED AND ADJUDGED at San Francisco, California, this 16th day of January, 2026

17 DATED: JAN 16 2026
18 
19 JUDGE JEFFREY S. ROSS
20 JUDGE OF THE SUPERIOR COURT

21 4897-0222-8613.1 / 115775.1019

Title	Signature required: Partial judgment
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Document History

-  **SENT** **12 / 31 / 2025**
01:15:04 UTC Sent for signature to Simon Khalaf (simon@workwhilejobs.com) from madhu@workwhilejobs.com
IP: 172.56.171.80
-  **VIEWED** **12 / 31 / 2025**
01:17:47 UTC Viewed by Simon Khalaf (simon@workwhilejobs.com)
IP: 98.79.139.33
-  **SIGNED** **12 / 31 / 2025**
01:18:02 UTC Signed by Simon Khalaf (simon@workwhilejobs.com)
IP: 98.79.139.33
-  **COMPLETED** **12 / 31 / 2025**
01:18:02 UTC The document has been completed.


CERTIFICATE OF ELECTRONIC SERVICE
(CCP 1010.6 & CRC 2.251)

I, Sean Kane, a Deputy Clerk of the Superior Court of the County of San Francisco, certify that I am not a party to the within action.

On January 16, 2026, I electronically served the attached document via File & ServeXpress on the recipients designated on the Transaction Receipt located on the File & ServeXpress website.

Dated: January 16, 2026

Brandon E. Riley, Court Executive Officer

By: 

Sean Kane, Deputy Clerk