

**IN THE SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
CIVIL DIVISION**

DISTRICT OF COLUMBIA,
a municipal corporation
400 6th Street NW
Washington, D.C. 20001,

Plaintiff,

v.

ARISE VIRTUAL SOLUTIONS, INC.,
3450 Lakeside Drive
Miramar, FL 33027

Serve on: CT Corporation System
1200 South Pine Island Rd.
Plantation, FL 33324,

and

**COMCAST CABLE COMMUNICATIONS
MANAGEMENT, LLC,**
One Comcast Center
1701 JFK Boulevard
Philadelphia, PA 19103

Serve on: CT Corporation System
1015 15th St. NW, Suite 1000
Washington, DC 20005,

Defendants.

Case No.:

JURY TRIAL DEMANDED

COMPLAINT

Plaintiff District of Columbia (“District”), through the Office of the Attorney General, brings this enforcement action against Defendants Arise Virtual Solutions Inc. (“Arise”), a customer support services company, and Comcast Cable Communications Management, LLC (“Comcast”), a telecommunications company, for violations of the District’s Minimum Wage Revision Act (“MWRA”), D.C. Code § 32-1001, *et seq.*, and Sick and Safe Leave Act (“SSLA”), D.C. Code § 32-531.01, *et seq.* In support of its claims, the District states as follows:

INTRODUCTION

1. Arise operates in the gig economy. In the gig economy, a company like Arise recruits and employs a network of workers to provide a particular service (the “gig”) to clients. Arise’s business, like many other gig companies, is dependent on maintaining a workforce who can be readily dispatched to perform the demanded gig.

2. Arise’s gig is customer support services. Arise’s workers are customer support agents. Arise’s clients are large companies like Comcast that are looking to cut costs by outsourcing call-center services. Arise connects its workers and clients through an online platform that routes a client company’s customer calls to an Arise agent to resolve the issue.

3. Arise recruits its agents with advertisements that frequently target women of color, pitching the prospect of “becoming a work from home mom” and “being your own boss.” Arise has employed at least 180 agents in the District who have provided customer support services to Arise’s client companies.

4. Arise’s agents bear all the hallmarks of employee status. Arise has the power to hire and fire agents, determines their rate of pay, and supervises and controls them with a digital surveillance apparatus that tracks their performance down to the precise second. Moreover, Arise’s agents do the work at the very heart of the company’s business—Arise could not operate its customer support business without customer support agents.

5. However, Arise has chosen to systemically misclassify these employees as independent contractors. Through this ploy, Arise unlawfully reduces its labor costs by flouting the protections of the District’s wage-and-hour laws and denying agents their rights to minimum wage, overtime pay, and paid sick leave.

6. In addition, client companies who contract with Arise share in these unlawfully reduced labor costs. Comcast, a national provider of television and broadband services, is one of Arise's major clients and has benefitted from this worker misclassification scheme. Comcast is also liable for Arise's violations of the District's wage-and-hour laws because it jointly employed Arise agents by exercising substantial control over their conditions of work.

7. The District thus brings this action to enjoin Arise's worker misclassification scheme and, for all employees of Arise based in the District, recover the wages and paid sick leave to which they are entitled under law.

JURISDICTION

8. The Court has jurisdiction over the subject matter of this case pursuant to D.C. Code § 11-921 and D.C. Code § 32-1306(a)(2).

9. This Court has personal jurisdiction over Arise pursuant to D.C. Code § 13-423(a).

10. This Court has personal jurisdiction over Comcast pursuant to D.C. Code § 13-423(a).

PARTIES

11. Plaintiff District of Columbia, a municipal corporation empowered to sue and be sued, is the local government for the territory constituting the seat of the federal government. The District brings this action through its chief legal officer, the Attorney General for the District of Columbia. The Attorney General has general charge and conduct of all legal business of the District and all suits initiated by and against the District and is responsible for upholding the public interest. D.C. Code § 1-301.81(a)(1).

12. Defendant Arise Virtual Solutions, Inc. is a Florida corporation that provides businesses with customer support services and employs numerous customer support agents who

perform work in the District of Columbia.

13. Defendant Comcast Cable Communications Management, LLC is a Pennsylvania corporation that provides television and broadband services to consumers nationwide and has a large market presence in the District of Columbia.

FACTUAL ALLEGATIONS

A. Arise's Business in the District of Columbia

14. Arise's business is built on providing customer support services to companies ("client companies") seeking to outsource call-center needs, such as responding to customer questions and complaints. Arise's clientele is large and diverse, and includes blue-chip companies such as Comcast, as well as Amazon, Apple, AT&T, Disney, Home Depot, Intuit, and Walgreens.

15. To provide these customer support services, Arise hires a network of customer support agents, many of whom work remotely from their homes. The ability to work from home features prominently in Arise's marketing to prospective agents, which often includes messaging such as "Work from Home" and "Be Your Own Boss."

16. Arise classifies its agents as independent contractors and contracts with them in multiple ways. For example, agents can contract with Arise directly as an unincorporated "sole proprietor." On its website, Arise advertises the sole proprietor option as the "easiest and most direct way to register" and "may be the best choice if you do not want to incorporate a company and do not want to work for somebody else."

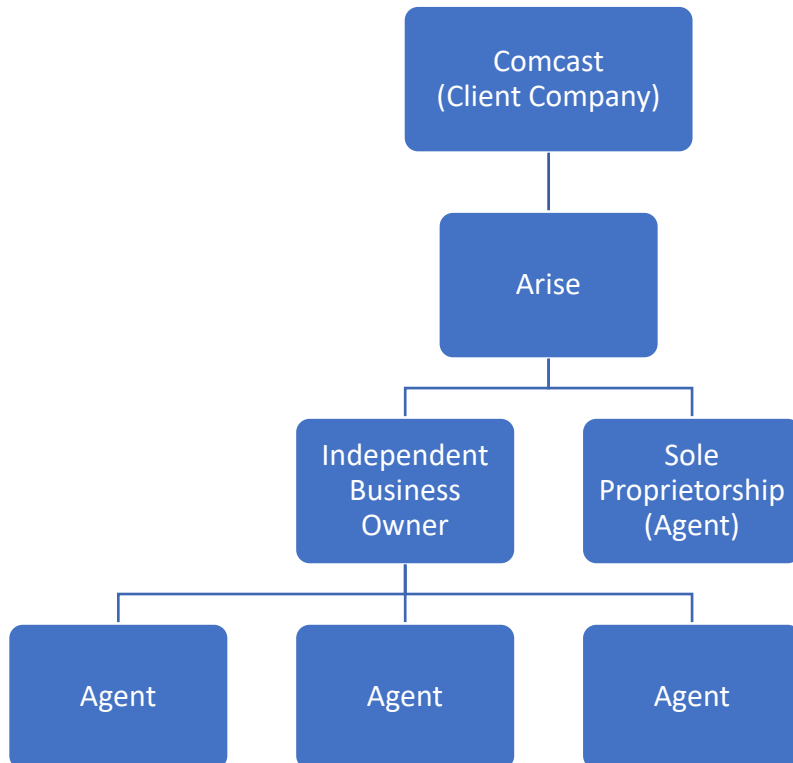
17. Alternatively, Arise contracts with incorporated entities (referred to as an "Independent Business Owner" or "IBO"), who then subsequently subcontract with multiple agents to provide customer support services. Arise advertises the IBO as an opportunity to "start your own customer support business," provides step-by-step instructions for how to incorporate a

business, and offers webinars guiding IBOs through the registration process. Arise’s website also provides resources for prospective agents to connect with existing IBOs.

18. Arise connects client companies with agents through its proprietary Arise Platform. The Arise Platform includes an online scheduling system accessible through a web browser or mobile application where Arise can post time shifts for which client companies require customer support services. Each time shift consists of a 30-minute interval.

19. Agents then use the Arise Platform to sign up for specific shifts and provide customer support services for client companies during those shifts. Through the Arise Platform, a customer call to a client company can be routed to the on-shift agent, who then engages the customer as the client company’s customer service representative.

20. In sum, Arise operates by creating a multi-level contracting chain that positions itself as a middleman connecting client companies like Comcast and customer support agents. A graphical depiction of the contractual chain is provided below.



21. Arise pays agents on a bimonthly basis through a series of invoices. One common payment method amounts to an hourly wage, where Arise calculates gross pay by multiplying a base rate by the number of shifts an agent worked. These rates—including those paid to Arise’s agents providing services to Comcast—often fall well below the District’s minimum wage.

22. Arise also utilizes a piecework payment arrangement for several clients. Under a piecework approach, Arise calculates gross pay by multiplying a set dollar amount for completing specific tasks, such as a customer service call.

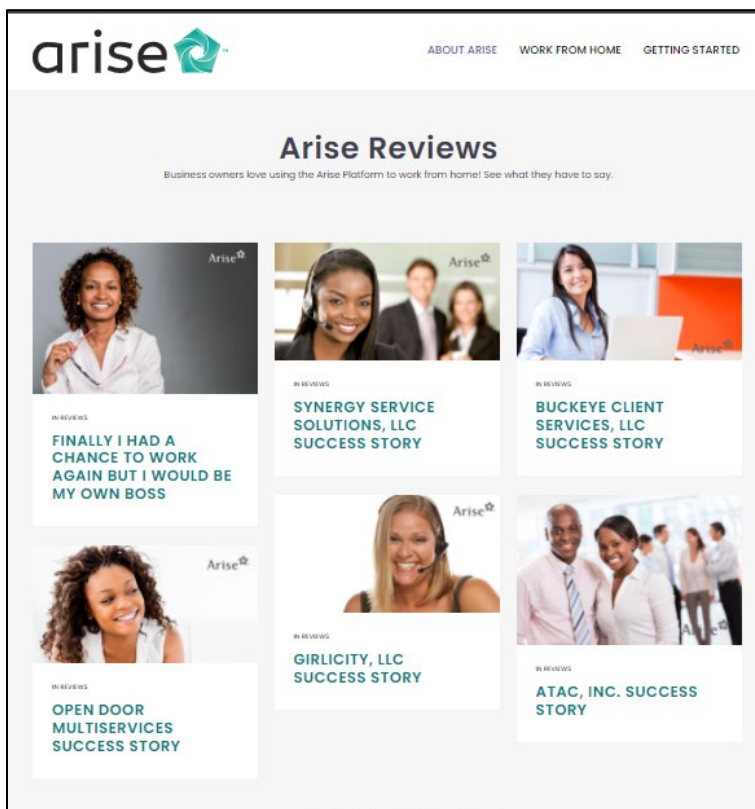
23. For each bimonthly pay period, Arise charges agents a recurring “Platform Usage Fee” of \$19.75. In addition, Arise also makes performance-related pay deductions, such as if an agent fails to maintain a certain customer satisfaction score. The amount remaining after Arise’s deductions equals the agent’s take-home pay for the bimonthly pay period.

24. From 2018 through the present, Arise’s network of agents based in the District included at least 180 agents. In addition, Arise has contracted with at least 60 IBOs that are based in the District.

25. Arise’s marketing to prospective agents and IBOs frequently targets women, and specifically women of color. For example, in a November 2016 press release titled *Arise Virtual Solutions Proven to Provide Opportunities for Women- and Minority-Owned Businesses*, Arise’s then-CEO stated, “We are fostering the growth of American small businesses run by women and minorities, here at home, while helping to bring call center opportunities back to the U.S.” The press release also highlighted an internal survey finding that the majority of Arise’s IBOs were women and/or minority-owned.

26. In addition, Arise’s website and marketing materials frequently feature women of color. To provide one example, Arise maintains a webpage that provides testimonials of IBOs that

have found success working with Arise, where the majority of testimonials are provided by women of color. A screenshot of this webpage is provided below.



27. Arise’s webpage captioned “Become A Work From Home Mom” provides another example of the company’s women-targeted advertising. This webpage is directed specifically at mothers, and advertises working with Arise as an “opportunity perfect for moms” that “provides the freedom you need as a work from home mom to earn money while parenting your children.”

B. Arise’s Business Model Relies on Misclassifying Agents as Independent Contractors.

28. Arise’s business is built on the premise that it can save its client companies like Comcast significant labor costs on customer support services. These savings are a constant refrain in Arise’s marketing materials to client companies. For example, Arise has represented that it “has saved clients millions of dollars in up-front recruiting and training delivery expenses” associated with customer support.

29. Arise has also assured prospective clients that its agents are paid “only for productive minutes spent servicing customers” and that client companies “do not ever pay for any unproductive time.”

30. However, Arise has unlawfully obtained these labor cost reductions by systemically misclassifying its agents as independent contractors when they should be classified as employees.

31. Through misclassification, Arise reduces its labor costs by denying workers the rights to which they would otherwise be entitled as employees under District law, such as minimum wage (currently \$15.20/hour), overtime pay of at least 1.5 times their regular rate for hours worked over 40 hours in any workweek, and paid sick leave. *See* D.C. Code §§ 32-1003(a)(6) (minimum wage), 32-1003(c) (overtime), 32-531.02 (paid sick leave).

32. The economic reality of Arise’s relationship with its agents demonstrates the existence of an employer-employee relationship. Arise has the power to hire and fire agents, exercises extensive supervision and control over their conditions of employment, and determines their rate of pay. Agents are also trained by Arise, are economically dependent on Arise, and perform work that is integral to Arise’s business.

i. Power to Hire and Fire.

33. From the start, Arise maintains significant control over the agent hiring process by implementing numerous and specific hiring requirements.

34. As a condition of hire, Arise requires all agents to pass a voice assessment to measure English language proficiency and comprehension. Arise also requires agents to pass a criminal history background check. Agents must pay a fee of between \$12.95 and \$25.95 to complete the voice assessment and background check, both of which are administered by Arise.

35. Arise also requires agents to pay for and pass an introductory training course called CSP101, which Arise prices at \$99. (“CSP” stands for “Customer Support Professional,” a term Arise uses to refer to agents.) Arise administers the CSP101 course, which includes detailed instructions for agents about how to use the Arise Platform and provides training on how to communicate with Arise’s client companies and their customers.

36. Arise also requires agents to complete another level of distinct certification courses that are specific to certain client companies. For example, Arise requires agents providing customer support for its client company Comcast to complete certification courses and pass certification tests specific to Comcast.

37. Both CSP101 and client-specific certification courses include active training time (such as viewing a virtual training presentation) as well as homework (such as assignments agents were expected to complete on their own time).

38. Arise also requires Agents to purchase equipment, such as a computer that meets Arise’s hardware and software requirements, headsets, and a dedicated phone line. These expenses are significant and regularly cost agents hundreds and sometimes thousands of dollars.

39. Finally, Arise also maintains the power to terminate agents for a variety of reasons, including those related to work performance.

ii. Supervision and Control.

40. Arise closely controls and manages its agents by keeping detailed employment records that track their on-the-job performance. Arise tracks and records at least 25 detailed and granular metrics for each agent, including “Average Handle Time” (the average length of a call) and “Average Hold” (the time a customer was put on hold).

41. Arise imposes specific conditions on agents for certain metrics, measured down to the second. For example, for one Arise agent, Arise required their Average Handle Time to fall

between 400 and 740 seconds and their Average Hold Time to remain below 30 seconds.

42. Under the terms of agents' contracts, failure to meet any of these conditions allows Arise to terminate the agent. But due to the sheer number of metrics, many agents are often violating at least one of their conditions at any given time, even if they are a high-performing agent. This arrangement weighs lopsidedly in favor of Arise. By both tracking a slew of performance metrics and also reserving the right to terminate for failing any particular condition, Arise maintains significant power and control over its agents.

43. Agents are also actively managed by supervisors affiliated with Arise. For example, Arise maintains a network of supervisors either employed directly by Arise or contracted by Arise who monitor and guide the agents' customer service work.

44. Supervisors regularly listen in on agents' calls and provide detailed and specific guidance in real-time through an online chat tool, instructing agents on what to say or reprimanding them for spending too much time on the call. Supervisors also have the ability to intervene and take control of an agent's call if they find it necessary due to the agent's performance.

45. Supervisors also hold weekly meetings with agents to provide feedback and discuss performance. Arise tracks whether agents meet with their supervisors and factors this attendance into the agents' evaluations.

46. Supervisors have also gone so far as to audit agents' homes, verifying information such as the agent's identification as well as the sufficiency of their technical equipment and internet connection.

47. Arise maintains detailed evaluations of its agents' performance. For each agent, Arise maintains a performance "scorecard," a detailed spreadsheet that summarizes the agent's performance metrics.

48. Arise’s level of surveillance, control, and supervision of agents contradicts the company’s primary selling point that agents can “be [their] own boss,” “make [their] own hours,” and “tak[e] back control of their lives.”

49. Indeed, agents only have an illusory ability to set their work schedule. For starters, Arise sets minimum hour requirements—such as a weekly minimum of 15 hours, or a requirement that agents work a certain number of shifts on weekends. Failure to meet these minimum hour requirements results in a drop in the agent’s performance metrics.

50. Moreover, agents often have little choice in the shifts that they ultimately work. Arise releases a finite set of shifts at certain times each week through the Arise Platform, which results in a scramble for the most desirable shifts. This bottleneck leaves many agents with no choice but to take on undesirable shifts in order to meet their minimum hour requirements.

iii. Other Factors Demonstrating an Employer-Employee Relationship.

51. *Arise determines agents’ rate of pay.* Arise determines agents’ rate of pay, and agents do not possess any meaningful bargaining power to negotiate a different rate. Generally speaking, Arise presents shifts to agents with a promised hourly or piecework rate. However, this rate is dependent on an agents’ performance metrics. Accordingly, Arise can lower an agent’s final payment rate based on the agent’s performance—which is measured by metrics maintained by Arise.

52. *No prior experience is necessary for agents to work for Arise.* While a true independent contractor often brings a specialized skill to the contracting relationship, this is not the case for Arise’s agents. Arise does not require agents to have prior experience or training at all, and instead supplies its agents with the necessary customer support training.

53. *Agents are economically dependent on Arise.* Agents are also largely economically dependent on Arise and lack individual opportunity for profit and loss. Agents are tethered to the

customer support opportunities Arise makes available on the Arise Platform and lack the means to attract customers or clients on their own.

54. *Arise agents are integral to the company's business.* Agents are at the heart of Arise's business of selling customer support services. Indeed, without customer support agents, Arise could not operate its customer support business at all.

iv. Multiple Factfinders Have Concluded that Arise Has Misclassified Its Agents.

55. In 2010, the United States Department of Labor (DOL) conducted an investigation of Arise. The investigation interviewed at least 56 people and lasted over a year. Citing Arise's "extraordinary degree of control" over the agents' training and the integral role the agents played in Arise's business, a DOL investigator concluded that Arise had misclassified its agents as independent contractors and estimated that Arise owed \$14.2 million in back wages. Arise, however, refused to comply with this finding and refused to pay any back wages.

56. Arise has also lost the employee classification question in arbitration proceedings initiated by individual agents. In 2015, two separate arbitration awards concluded that Arise agents were employees under the Fair Labor Standards Act, citing similar factors regarding Arise's extensive control and supervision of agents, as well as agents' integral role in Arise's business. Each arbitrator also awarded the respective agent damages for Arise's failure to pay minimum wage and to compensate agents for fees and expenses the agents were improperly required to pay for training and work equipment.

C. Arise's Violations of District Wage-and-Hour Law.

57. Through worker misclassification, Arise systemically fails to pay District agents wages to which they are entitled as employees under the District's wage-and-hour laws.

58. Most critically, Arise repeatedly pays District agents hourly wages that fall well short of the required minimum wage, which is presently \$15.20/hour. For example, Arise agents

who provided customer support for Comcast earned a rate of \$6 for each 30-minute shift worked— or \$12/hour.

59. Arise also fails to pay agents for compensable work time, which further depresses agents' actual hourly wages. For example, Arise does not pay agents for compensable time spent completing required training coursework, meeting with Arise supervisors, and researching technical support and other customer issues.

60. Arise also fails to pay agents for other compensable time, such as time spent being engaged to wait for Arise's benefit.

61. Arise also improperly charges agents fees related to training, equipment, and administration, which further reduces agents' actual hourly wages.

62. In addition, due to the nature of Arise's shift scheduling system, agents frequently work split shifts. A split shift is a workday consisting of two or more shifts that are interrupted by a non-paid and non-working time period (that is not a meal period).

63. Under 7 DCMR § 906.1, an employer "shall pay the employee for one additional hour at the minimum wage for each day during which the employee works a split shift." However, Arise does not pay its agents an additional hour at the District's minimum wage rate for days when agents work split shifts.

64. Arise's shift scheduling system also often leaves agents with work schedules that vary significantly day-to-day. For example, an agent may regularly work eight hours a day—but due to the finite number of shifts available, may be forced to accept days where their shifts are significantly reduced to only an hour or two.

65. 7 DCMR § 907.1 establishes a "Minimum Daily Wage" to ensure that employees are guaranteed a minimum set of hours when they report to work. The Minimum Daily Wage

regulation requires that employers compensate employees for at least four hours (at the District's minimum wage rate) for each day when an employee reports to work, so long as the employee regularly works at least four hours a day. However, Arise does not comply with the Minimum Daily Wage requirements for any of its agents.

66. Arise does not pay overtime rates for agents when they work hours in excess of 40 hours per week.

67. Arise does not provide agents with paid sick leave.

D. Comcast Is Liable for Arise's Wage-and-Hour Violations as a Joint Employer.

68. Comcast jointly employed Arise's agents who provided customer services to Comcast by exercising substantial control over their conditions of work from hiring, to performance, and through termination.

69. Comcast maintained significant control over the hiring process, imposing hiring requirements such as background checks and drug testing.

70. Comcast required Arise agents to complete mandatory certification courses and pass mandatory assessment tests created and maintained by Comcast.

71. Comcast exerted significant control over Arise agents' conditions of work. Arise agents who worked for Comcast had to meet specific equipment requirements, including possessing dual monitors, a headset, and a certain amount of hard drive space on their computers.

72. Comcast controlled agents' work time, requiring agents to meet hourly minimum requirements for weekend shifts.

73. Comcast monitored agents' performance, supplying Arise with performance monitoring tools and software and playing a substantial role in setting performance metric requirements.

74. Finally, Comcast had the power to fire agents and could do so for generally any reason.

75. Thus, for Arise agents who provided customer support services to Comcast, Comcast was a joint employer equally liable for Arise's violations of the District's wage-and-hour laws.

**COUNT I: FAILURE TO PAY MINIMUM WAGE
VIOLATION OF THE MINIMUM WAGE REVISION ACT
(against all Defendants)**

76. The District re-alleges the foregoing paragraphs of this Complaint as if fully set forth herein.

77. The MWRA requires employers to pay employees a set minimum wage, which is presently \$15.20/hour and increases on an annual basis. D.C. Code § 32-1003(a).

78. Arise is an "employer" that employed its agents as "employees" as defined by the MWRA. D.C. Code § 32-1002(1A), (2), (3).

79. Comcast is an "employer" that also employed Arise's agents as "employees" as defined by the MWRA. D.C. Code § 32-1002(1A), (2), (3). For Arise agents who provided customer support services to Comcast, Comcast is thus a joint employer that is also liable for Arise's minimum wage violations of the MWRA.

80. Arise and Comcast violated and continue to violate the MWRA for failing to pay agents minimum wage for all hours worked. Agents were and continue to be paid sub-minimum hourly wages, which are further depressed after factoring in unpaid time spent training, meeting with supervisors, being engaged to wait for Arise's benefit, and performing other compensable work, as well as factoring in improperly charged fees for training, equipment, and administration.

81. Arise and Comcast violated and continue to violate the MWRA by failing to pay agents one additional hour at the minimum wage whenever agents worked a split shift, as required

by 7 DCMR § 906.1. Violations of 7 DCMR § 906.1 are violations of the MWRA pursuant to D.C. Code § 32-1010(a)(1).

82. Arise and Comcast violated and continue to violate the MWRA by failing to pay agents a Minimum Daily Wage as required by 7 DCMR § 907.1, which requires employers to pay employees for at least four hours of work when employees are regularly scheduled for four or more hours of work a day and report to work, but are given less than four hours of work. Violations of 7 DCMR § 907.1 are violations of the MWRA pursuant to D.C. Code § 32-1010(a)(1).

83. Arise's and Comcast's violations of the MWRA are knowing, willful, intentional, and done in bad faith. Arise and Comcast do not have reasonable grounds for believing they are in compliance with the MWRA.

84. The Attorney General is authorized to bring a civil action in the Superior Court for violations of the MWRA and may recover restitution, injunctive relief, statutory penalties, attorneys' fees, and other authorized relief. D.C. Code § 32-1306(a)(2)(A).

85. For violations of the MWRA, the Attorney General is authorized to recover the payment of wages unlawfully withheld and an additional amount of liquidated damages equal to treble the amount of unlawfully withheld wages. D.C. Code § 32-1306(a)(2)(A)(iii).

86. For violations of the MWRA, the law provides for penalties of \$50 (for first violations) or \$100 (for subsequent violations) for each employee or person whose rights under the MWRA are violated for each day that the violation occurred or continued. D.C. Code § 32-1011(d)(1)(A)-(B).

**COUNT II: FAILURE TO PAY OVERTIME
VIOLATION OF THE MINIMUM WAGE REVISION ACT
(against all Defendants)**

87. The District re-alleges the foregoing paragraphs of this Complaint as if fully set forth herein.

88. The MWRA requires employers to pay employees overtime wage rates of at least 1.5 times the employee's regular rate for hours worked in excess of 40 hours per week. D.C. Code § 32-1003(c).

89. Arise is an "employer" that employs its agents as "employees" as defined by the MWRA. D.C. Code § 32-1002(1A), (2), (3).

90. Comcast is an "employer" that also employed Arise's agents as "employees" as defined by the MWRA. D.C. Code § 32-1002(1A), (2), (3). For Arise agents who provided customer support services to Comcast, Comcast is thus a joint employer that is also liable for Arise's minimum wage violations of the MWRA.

91. Arise and Comcast violated and continue to violate the MWRA by failing to pay overtime rates to agents who worked hours in excess of 40 hours per week in violation of the MWRA.

92. Arise's and Comcast's violations of the MWRA are knowing, willful, intentional, and done in bad faith. Arise and Comcast do not have reasonable grounds for believing they are in compliance with the MWRA.

93. The Attorney General is authorized to bring a civil action in the Superior Court for violations of the MWRA and may recover restitution, injunctive relief, statutory penalties, attorneys' fees, and other authorized relief. D.C. Code § 32-1306(a)(2)(A).

94. For violations of the MWRA, the Attorney General is authorized to recover the payment of wages unlawfully withheld and an additional amount of liquidated damages equal to treble the amount of unlawfully withheld wages. D.C. Code § 32-1306(a)(2)(A)(iii).

95. For violations of the MWRA, the law provides for penalties of \$50 (for first violations) or \$100 (for subsequent violations) for each employee or person whose rights under

the MWRA are violated for each day that the violation occurred or continued. D.C. Code § 32-1011(d)(1)(A)-(B).

**COUNT III: FAILURE TO PROVIDE PAID SICK LEAVE
VIOLATION OF THE SICK AND SAFE LEAVE ACT
(against all Defendants)**

96. The District re-alleges the foregoing paragraphs of this Complaint as if fully set forth herein.

97. The SSLA requires employers to provide employees with paid sick leave, which is accrued based upon hours worked at a rate that depends on the employer's total number of employees. D.C. Code § 32-531.02.

98. Arise is an "employer" that employs its agents as "employees" as defined by the SSLA. D.C. Code § 32-531.01(2)-(3).

99. Comcast is an "employer" that also employed Arise's agents as "employees" as defined by the SSLA. D.C. Code § 32-531.01(2)-(3). For Arise agents who provided customer support services to Comcast, Comcast is thus a joint employer that is also liable for Arise's minimum wage violations of the MWRA.

100. Arise and Comcast violated and continue to violate the SSLA by failing to provide agents with accrued paid sick leave.

101. The Attorney General is authorized to bring a civil action in the Superior Court for violations of the SSLA and may recover restitution, injunctive relief, statutory penalties, attorneys' fees, and other authorized relief. D.C. Code § 32-1306(a)(2)(A).

102. Under the SSLA, employees are entitled to damages of \$500 for each accrued paid sick leave day denied. D.C. Code § 32-531.12(b).

103. Under the SSLA, employers are subject to a penalty of \$1,000 (for the first offense), \$1,500 (for the second offense), and \$2,000 (for the third and each subsequent offense) for each violation of the SSLA. D.C. Code § 32-531.12(c).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff District of Columbia respectfully requests:

- a. A declaratory judgment that Defendant Arise's worker misclassification scheme as alleged herein is unlawful and that Defendant Arise's agents are its employees as defined by the MWRA and SSLA;
- b. A declaratory judgment that Defendant Comcast is a joint employer of Defendant Arise's agents under the MWRA and SSLA;
- c. An injunction enjoining Defendants Arise and Comcast from continuing the worker misclassification scheme described herein;
- d. An award of damages and liquidated damages against Defendant Arise for failing to pay minimum wage and overtime pay to agents in violation of the MWRA, in an amount to be proven at trial;
- e. An award of damages against Defendant Arise for failing to provide accrued paid sick leave to agents in violation of the SSLA, in an amount to be proven at trial;
- f. Statutory penalties against Defendant Arise for each violation of the MWRA and SSLA, in an amount to be proven at trial;
- g. An award of damages and liquidated damages against Defendant Comcast for failing to pay minimum wage and overtime pay to agents in violation of the MWRA, in an amount to be proven at trial;
- h. An award of damages against Defendant Comcast for failing to provide accrued paid sick leave to agents in violation of the SSLA, in an amount to be proven at trial;
- i. Statutory penalties against Defendant Comcast for each violation of the MWRA and SSLA, in an amount to be proven at trial;
- j. An award of costs and reasonable attorneys' fees; and
- k. Such other further relief as this Court deems just and proper.

JURY DEMAND

The District demands a trial by jury on all issues triable as of right by a jury in this action.

Dated: January 19, 2022

Respectfully submitted,

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