

FILED
CIVIL DIVISION
OCT 24 2022
Superior Court of the
District of Columbia

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.

SHIPT, INC.,
17 20th Street N Suite 100
Birmingham, AL 35203

Serve on: National Registered Agents, Inc.
1015 15th St. NW, Suite 1000
Washington, DC 20005,

Defendant.

Case No.: **2022 4909**

JURY TRIAL DEMANDED

COMPLAINT

Plaintiff District of Columbia (“District”), through the Office of the Attorney General, brings this enforcement action against Defendant Shipt, Inc. (“Shipt”), a delivery service company, for violations of the District’s Minimum Wage Revision Act (“MWRA”), D.C. Code § 32-1001, *et seq.*, Wage Payment and Collection Law (“WPCL”), D.C. Code § 32-1301, *et seq.*, Sick and Safe Leave Act, D.C. Code § 32-531.01, *et seq.*, Universal Paid Leave Act (“UPLA”), D.C. Code § 32-531.01, *et seq.*, and Workers’ Compensation Act (“WCA”), D.C. Code § 32-1501, *et seq.* In support of its claims, the District states as follows:

INTRODUCTION

1. This is a case about worker misclassification, which occurs when an employer misclassifies an employee as an “independent contractor.” Much turns on this classification, as a suite of legal rights and duties attach to employees, but not to independent contractors. Through

misclassification, employers flout these rights and duties, stealing from both workers and the public.

2. Misclassification denies workers basic employment rights, such as minimum wage, overtime, and paid sick leave. Misclassification also subverts other legal requirements, such as by shifting to employees routine costs of business expenses like travel and work equipment.

3. Employers who misclassify workers also harm the public by evading the employers' duty to pay into government programs that are funded by payroll taxes, which are calculated as a percentage of wages paid by employers to employees. In addition to federal Social Security and Medicare taxes, these payroll taxes include the District's paid family leave tax, which provides workers with paid leave to allow them to care for newborn children or a serious health condition. Another similar program is the District's workers' compensation system, which requires employers to purchase no-fault insurance to compensate employees for workplace injuries. Employers evade paying these payroll taxes on misclassified workers altogether, shorting the public fisc and obtaining an illegal labor cost advantage over their law-abiding competitors.

4. Shipt is a gig economy company that provides consumers with shopping and delivery services, with a focus on groceries and household merchandise. Like many other gig companies, Shipt is dependent on maintaining a workforce of delivery workers who can be readily dispatched to handle customer orders.

5. Shipt refers to its delivery drivers as "shoppers." It employs hundreds of shoppers in the District and hundreds of thousands more nationwide.

6. Shipt shoppers bear all the hallmarks of employee status. Shipt has the power to hire and fire shoppers, unilaterally determines their rate and method of payment, and supervises and controls them with detailed shopping and delivery instructions, as well as a battery of

performance metrics. Moreover, shoppers do the work that is at the very heart of Shipt's business—without shoppers, Shipt could not provide the shopping and delivery services it sells to its customers.

7. However, Shipt has chosen to misclassify its entire shopper workforce as independent contractors. Through this unlawful scheme, Shipt reduces its labor costs by evading basic employment requirements for its core workers. Through misclassification, Shipt denies shoppers their rights to minimum wage, overtime pay, and paid sick leave. And Shipt evades its obligations to pay what it owes to District programs, including paid family leave and workers' compensation.

8. The District brings this action to enjoin Shipt's unlawful misclassification of its workers. The District seeks to recover all unpaid wages and paid sick leave to which District shoppers are entitled, to compel Shipt to fulfill its obligation to the District's public programs, and to recoup damages and penalties for Shipt's unlawful conduct.

JURISDICTION

9. 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).

10. This Court has personal jurisdiction over Shipt 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 Shipt, Inc. is an Alabama corporation that provides consumers with shopping and delivery services and employs numerous shoppers who perform work in the District of Columbia. Shipt, Inc. is a wholly owned subsidiary of Target Corporation, a publicly traded Minnesota corporation that owns and operates retail stores nationwide, including in the District of Columbia.

FACTUAL ALLEGATIONS

A. Shipt's Business in the District of Columbia

13. Shipt's business is providing shopping and delivery services, via its shoppers, to consumers. Shipt advertises that customers can "order groceries, everyday essentials, and so much more from your favorite stores — delivered the same day by friendly shoppers who care about getting things just right."

14. Customers use the Shipt mobile app or website to select items, place orders, pay for orders, and leave tips. Shipt sets the prices for products that customers purchase through its website, which may vary from in-store prices, and provides an estimated delivery window and delivery updates to customers. Customers pay Shipt directly.

15. In order to provide shopping and delivery services, Shipt recruits shoppers with advertisements like "[b]e your own boss," and "[s]et your own hours for a completely flexible schedule." In order to become a shopper, prospective shoppers must meet certain requirements, complete an online application, engage in an interview conducted by Shipt staff, and pass a background check.

16. Once hired, shoppers use the Shipt app to sign up for time windows—shifts—in which they will be available to accept orders. Although shoppers are nominally permitted to use the Shipt app at any time, Shipt offers delivery orders first to those shoppers who previously signed up to accept orders during that shift, and shoppers who have not signed up in advance are unlikely to obtain work in that window.

17. Shipt offers delivery orders to shoppers through the Shipt app. When Shipt offers a delivery order to shoppers, it presents only a potential range of earnings, and shoppers do not know the exact earnings that they will be paid for a particular order before accepting.

18. Once a shopper accepts an order, Shipt requires them to complete the order within a set time frame. Shipt instructs the shopper where to shop, which products to purchase, and where to deliver the products to Shipt's customer.

19. Shipt has negotiated arrangements with some brick-and-mortar retailers where some orders are “delivery-only” and the retailer collects and packages the goods for the order, processing the payment directly from Shipt. For these orders, Shipt directs shoppers to retrieve the pre-packaged orders from the retailer and deliver them to the customer's address. In these instances, shoppers are simply Shipt's delivery people.

20. Shipt uses an algorithm to determine the rate of pay for completing an order, and there is no mechanism in the Shipt app for shoppers to negotiate different rates. Shipt's app is programmed so that shoppers do not learn what Shipt has paid them for a delivery or whether the customer has paid a tip until after an order is delivered to the customer. Shipt pays shoppers via direct deposit once a week based on their total deliveries. If shoppers want to receive their pay sooner, Shipt requires them to pay an additional fee.

21. In recent years, Shipt employed hundreds of shoppers to deliver orders in the District.

B. Shipt's Business Model Relies on Misclassifying Shoppers as Independent Contractors.

22. Through misclassification, Shipt 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 \$16.10/hour) for all compensable work time, 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).

23. The economic reality of Shipt's relationship with its shoppers demonstrates the existence of an employer-employee relationship. Shipt has the power to hire and fire shoppers, exercises extensive supervision and control over their conditions of employment, and unilaterally determines their rate of pay. Shoppers are also trained and monitored by Shipt, are economically dependent on Shipt, and perform work that is integral to Shipt's business.

i. Power to Hire and Fire.

24. Shipt has the power to hire and fire workers. To perform work for Shipt, a shopper must meet Shipt's hiring requirements, including undergoing a video interview, passing a criminal background check, and passing a motor vehicle report check.

25. At hiring, Shipt requires shoppers to sign what it styles an Independent Contractor Agreement ("the Agreement"), drafted by Shipt. In the Agreement, Shipt maintains a long list of "standards of service," and a shopper's failure to meet any service standard is grounds for suspension or "deactivation," Shipt's term for termination. That is, Shipt retains the power to supervise shoppers' work measured against specific standards and to discipline and fire them based on their performance.

26. Under the Agreement, Shipt can suspend or terminate a shopper for failing to maintain a high enough customer rating; failing to maintain an on-time percentage of 90% or more for orders; failing to follow store policies or directives; claiming too many orders and failing to complete them within the requested delivery window, including orders that offer late forgiveness; repeatedly delivering wrong, missing, or damaged items on orders; inaccurately entering item information into the Shipt app, including incorrect substitutions; and more.

27. Shipt's policies explain that it "is grounds for deactivation" for a shopper to fail to follow specific guidelines dictated by Shipt, such as failure to "contact customers or start shopping within 30 minutes into the requested delivery window."

ii. Control and Supervision.

28. Shipt controls shoppers through the way it assigns orders in its mobile app. The only way for shoppers to perform any work for Shipt is through the Shipt app, which shoppers can only use as determined by Shipt.

29. Shipt prioritizes offering delivery orders to those shoppers who have signed up in advance to make themselves available for a particular shift, and shoppers who have not signed up for a particular shift are unlikely to be able to obtain work during that window.

30. Shipt gives shoppers 60 seconds to accept an order, or it will be offered to another shopper. Shipt monitors when shoppers decline to take an order and can penalize them for doing so.

31. Through its app, Shipt also controls what information shoppers receive about their orders, and when. For example, Shipt initially provides shoppers only with an earnings range, informing them of their exact earnings only after they complete a job.

32. Similarly, Shipt does not inform shoppers about customer information like addresses until after they have accepted the job, which prevents shoppers from maximizing efficiencies, for instance by deciding to accept orders near the delivery address of the previous orders. It also denies shoppers the opportunity to make their own determinations about where they feel safe making deliveries, including late at night.

33. Shipt also controls how shoppers interact with customers in other ways. Shipt provides instructions on what shoppers should say to customers in text messages, phone calls, and voicemails at various stages of the order, including when commencing an order, when making substitutions, and when delivering items. Shipt even provides shoppers with template text messages to send at each stage of delivery.

34. Shipt's control over workers extends into their personal lives. Shipt retains the right to subject shoppers to periodic drug testing and to conduct additional background checks.

35. Shipt provides shoppers with t-shirts branded with the Shipt name and logo to increase Shipt's brand recognition among the customers and among employees of the retail stores where shoppers shop. Shipt's website features photographs of shoppers wearing Shipt t-shirts while shopping in stores or delivering items in Shipt-branded bags to customers.

36. Shipt tracks shoppers' order acceptance rate and offers more shopping opportunities to shoppers with higher acceptance rates, penalizing shoppers for being selective about which jobs to accept.

37. Shipt controls shoppers' day-to-day work by establishing mandatory performance standards, monitoring shoppers' compliance with those standards, and disciplining them when they fail to meet the standards.

38. Shipt surveils shoppers and exercises pervasive control over shoppers' work. Through its app, Shipt monitors shopper location and speed so that Shipt can determine when shoppers have deviated from Shipt protocols on timeliness. The Shipt app also compiles detailed metrics about on-the-job performance, including, for example, the timeliness of shopper deliveries.

39. Shipt often requests minute-by-minute updates from shoppers throughout the shopping and delivery process and communicates instructions directly to them via text messages and phone calls. Through the Shipt app, shoppers are required to notify Shipt when they start to shop for an order, complete a purchase, start the delivery process, and complete a delivery.

40. Shipt also uses customer ratings to monitor shopper performance. Shipt prompts its customers to rate shoppers on a scale of one to five stars. Shipt uses these customer ratings to discipline shoppers. Shoppers are subject to suspension or termination whenever their customer rating falls below the minimum required rating of 4.7 out of 5.

41. Whenever a shopper falls below any of Shipt's shopper performance benchmarks, Shipt can discipline the worker either by deactivating them or by suspending them from the app and requiring them to complete a "refresher" course within seven days. Whether a shopper is fired or required to take a refresher course is at Shipt's discretion.

42. Shipt maintains detailed records pertaining to shoppers, including their order history, performance history, wage history, and more.

iii. Economic Dependence

43. While a true independent contractor often brings a specialized skill to the contracting relationship, Shipt does not require shoppers to have prior experience or training at all, and instead supplies its shoppers with the necessary training.

44. Shipt provides shoppers with a training course that includes detailed instructions for how to complete deliveries and how to communicate with Shipt customers about their orders. Though Shipt asserts that this training course is optional, the course contains information about how to comply with metrics that Shipt uses to determine shoppers' performance ratings, which in turn determine the priority Shipt uses to assign orders to the worker and whether Shipt will discipline the worker. That is, the training is effectively required for success on the platform.

45. Shipt also provides online training and support material for shoppers. This training directs shoppers on how to perform every aspect of the job, including, for example, how to evaluate and select produce and how to bag items. These training materials dictate how shoppers are required to perform their work. For example, through its training materials Shipt instructs shoppers that if an item is unavailable the shoppers are to choose specific replacement items, using Shipt criteria to determine how to match product quantity/volume and quality.

46. Shipt controls all aspects of its relationship with the customers who place orders on its app and website.

47. Shipt strictly controls what products customers can purchase through their website, and shoppers may not shop for or deliver any products except those purchased through Shipt. Because Shipt prohibits the sale of items like gift cards or movie tickets through its app and website, shoppers are prohibited from shopping for those items or delivering them to customers.

48. Shipt unilaterally sets prices for the products that customers can order through the Shipt mobile app and website. Because of this, Shipt prohibits shoppers from telling customers the in-store price of a product. Shipt further requires shoppers to submit a photograph of the front of each receipt collected while completing an order, and explicitly prohibits shoppers from providing either the receipt or a photograph of the receipt to a customer.

49. Shoppers are economically dependent on Shipt and lack individual opportunity for profit and loss. Shipt determines how many orders are available and the earnings opportunity for each. Shipt does not allow shoppers to identify preferred customers for repeat service, and Shipt likewise does not allow customers to directly select their shopper for a given order.

50. Shipt prohibits shoppers from recruiting other individuals to help them complete delivery orders or allowing anyone else to use their Shipt app to accept or complete orders on their behalf. Shipt dictates to shoppers that “Shipt Shopping is a solo enterprise. Shipt Shoppers may not bring anyone with them, including another approved Shipt Shopper.” Shoppers who violate this policy may be suspended or terminated.

51. Put simply, shoppers are Shipt’s business. Shipt is a shopping and delivery company and without shoppers, there would be no Shipt.

C. Shipt’s Violations of District Wage-and-Hour Law

52. Through worker misclassification, Shipt systemically fails to pay District shoppers wages to which they are entitled as employees under the District’s wage-and-hour laws.

53. Critically, Shipt repeatedly pays District shoppers hourly wages that fall short of the required minimum wage, which is presently \$16.20/hour.

54. Shipt also fails to pay shoppers for all compensable work time, which further depresses shoppers’ actual hourly wages. For example, Shipt does not pay shoppers for the compensable time they spend completing training or time when they are engaged to wait for orders through the Shipt app.

55. Shipt does not pay overtime rates for shoppers when they work hours in excess of 40 hours per week.

56. Shipt does not pay shoppers one additional hour at the minimum wage whenever shoppers work a split shift.

57. Shipt does not pay shoppers a Minimum Daily Wage of at least four hours of work whenever shoppers 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.

58. Shipt does not provide shoppers with any paid sick or safe leave.

59. Shipt also shifts expenses related to its business onto District workers without compensation.

60. For instance, Shipt does not pay for shoppers' travel expenses, such as the price of gas, incurred in performing deliveries for Shipt.

61. Shipt also does not pay for tools used by shoppers that are necessary to performing deliveries for Shipt, such as a vehicle, auto insurance, a smartphone, and broadband services.

D. Shipt's Noncompliance with Public Benefits Program Requirements

62. The District maintains multiple public benefits programs that are funded by employer contributions.

63. The District's Universal Paid Family Leave program ("PFL") is governed by the UPLA and provides monetary benefits to workers who take leave to care for a newborn, other family member, or their own serious medical condition. PFL benefits are also funded by employer contributions paid on a quarterly basis and likewise calculated as a percentage of the wages paid by the employer to its employees.

64. Shipt does not pay UPLA contributions as to wages paid to shoppers.

65. In addition, the WCA establishes the District's workers' compensation program. Workers' compensation is a form of no-fault insurance, where workers are assured financial compensation for injuries suffered on the job.

66. Workers' compensation programs, which today are the norm across all 50 states, emerged in the late 19th century and are frequently referred to as a "grand bargain" between employers and employees. This bargain reflected a system where workers gave up their right to sue their employers in court for personal injury and, in exchange, received more certain (but less generous) financial compensation for workplace injuries.

67. Delivery work is dangerous. Shipt requires its shoppers to navigate busy urban environments while under stringent time constraints, and as a result, accidents and injuries are common. A recent report issued by the United States Bureau of Labor Statistics concluded that gig workers "face unique challenges in terms of workplace safety" and are "potentially [are] put[] at greater risk for poorer workplace safety and health outcomes."

68. The WCA requires employers to secure the payment of workers' compensation, which can be done by purchasing a workers' compensation insurance policy that administers workers' compensation claims.

69. Shipt does not maintain workers' compensation insurance coverage as to its shoppers and fails to provide them with workers' compensation for injuries suffered on the job.

**COUNT I: FAILURE TO PAY MINIMUM WAGE
VIOLATION OF THE MINIMUM WAGE REVISION ACT**

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

71. The MWRA requires employers to pay employees a set minimum wage, which is presently \$16.10/hour and increases on an annual basis. D.C. Code § 32-1003(a).

72. Shipt is an “employer” that employed its shoppers as “employees” as defined by the MWRA. D.C. Code § 32-1002(1A), (2), (3).

73. Shipt violated and continues to violate the MWRA by failing to pay shoppers minimum wage for all hours worked. Shoppers were and continue to be paid sub-minimum hourly wages, which are further depressed after factoring in unpaid time spent training and being engaged to wait for Shipt’s benefit.

74. Employers are required to pay workers one additional hour at the minimum wage whenever a worker works a split shift, a schedule of daily hours in which the hours worked are not consecutive. Violations of 7 DCMR §§ 906.1, 999. Violations of these regulations are violations of the MWRA pursuant to D.C. Code § 32-1010(a)(1).

75. Shipt has violated and continues to violate the MWRA by failing to pay shoppers one additional hour at the minimum wage whenever shoppers work a split shift.

76. Employers are required 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. 7 DCMR § 907.1. Violations of 7 DCMR § 907.1 are violations of the MWRA pursuant to D.C. Code § 32-1010(a)(1).

77. Shipt violated and continues to violate the MWRA by failing to pay shoppers a Minimum Daily Wage of at least four hours of work whenever 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.

**COUNT II: FAILURE TO PAY OVERTIME
VIOLATION OF THE MINIMUM WAGE REVISION ACT**

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

79. 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).

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

81. Shipt violated and continues to violate the MWRA by failing to pay overtime rates to shoppers who worked hours in excess of 40 hours per week in violation of the MWRA.

**COUNT III: FAILURE TO PROVIDE PAID SICK LEAVE
VIOLATION OF THE SICK AND SAFE LEAVE ACT**

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

83. 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.

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

85. Shipt violated and continues to violate the SSLA by failing to provide shoppers with any accrued paid sick leave.

**COUNT IV: FAILURE TO PAY WAGES DUE
VIOLATION OF THE WAGE PAYMENT AND COLLECTION LAW**

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

87. The WPCL requires that employers "shall pay all wages earned to his or her employees on regular paydays." D.C. Code § 32-1302.

88. Shipt is an “employer” that employs its shoppers as “employees” as defined by the WPCL. D.C. Code § 32-1301(1B)-(2).

89. Shipt violated and continues to violate the WPCL by failing to pay shoppers minimum wage, overtime, and paid sick leave required by District law.

90. Shipt also violated and continues to violate the WPCL by failing to pay shoppers for business expenses that were to Shipt’s benefit and were borne by shoppers, including travel expenses (such as gas and auto insurance) and tool expenses (such as smartphones and broadband services).

91. Minimum wage, overtime, paid sick leave, and business expenses are “wages” as defined by the WPCL because they are “remuneration promised or owed . . . [p]ursuant to District or federal law.” D.C. Code § 32-1301(3)(E)(iii).

92. 7 DCMR § 909.1 requires that an “employer shall pay the cost of travel expenses incurred by the employee in performance of the business of the employer.”

93. 7 DCMR § 910.1 requires that an “employer shall pay the cost of purchasing and maintaining any tools required of the employee in the performance of the business of the employer.”

**COUNT V: FAILURE TO PAY UNIVERSAL PAID LEAVE TAXES
VIOLATION OF THE UNIVERSAL PAID LEAVE ACT**

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

95. Shipt’s payments to shoppers are “wages” as defined by the UPLA. D.C. Code § 32-541.01(22).

96. Shipt is a “covered employer” that employs its shoppers as “covered employees” as defined by the UPLA. D.C. Code § 32-541.01(3)-(4).

97. The UPLA requires covered employers to pay a tax, calculated as a percentage of wages paid to its covered employees, to fund paid leave. D.C. Code § 32-541.03(a).

98. Shipt violated and continues to violate the UPLA by failing to pay UPLA taxes on wages paid to its shoppers.

**COUNT VI: FAILURE TO SECURE WORKERS' COMPENSATION COVERAGE
VIOLATION OF THE WORKERS' COMPENSATION ACT**

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

100. The WCA requires that employers shall "secure the payment of [workers'] compensation" by either purchasing workers' compensation insurance through an insurance carrier or furnishing to the Mayor the employer's financial ability to pay workers' compensation directly. D.C. Code § 32-1534(a).

101. Shipt is an "employer" that employs its shoppers as "employees" as defined by the WCA. D.C. Code § 32-1501(9)-(10).

102. Shipt has violated the WCA by failing to secure the payment of workers' compensation in compliance with D.C. Code § 32-1534(a).

103. The WCA also requires that: "In the case of an employer who is a subcontractor, the contractor shall be liable for and shall secure the payment of such [workers'] compensation to employees of the subcontractor unless the subcontractor has secured such payment." D.C. Code § 32-1534(c).

104. Thus, in the alternative, even if Shipt shoppers were properly classified as independent contractors, Shipt would still be in violation of the WCA because it never secured for them the payment of workers' compensation.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff District of Columbia respectfully requests:

- a. A declaratory judgment that Defendant Shipt's worker misclassification scheme as alleged herein is unlawful and that Defendant Shipt's shoppers are its employees as defined by the MWRA, SSLA, WPCL, UPLA, and WCA;
- b. An injunction enjoining Defendant Shipt from continuing the worker misclassification scheme described herein;
- c. An award of damages and liquidated damages against Defendant Shipt for failing to pay minimum wage, overtime pay, and for failing to reimburse for business expenses to shoppers in violation of the MWRA and WPCL, in an amount to be proven at trial;
- d. An award of compensatory and punitive damages against Defendant Shipt for failing to provide accrued paid sick leave to shoppers in violation of the SSLA, in an amount to be proven at trial;
- e. Statutory penalties against Defendant Shipt for each violation of the MWRA, SSLA, and WPCL in an amount to be proven at trial;
- f. An award of back taxes, interest, and penalties against Defendant Shipt owed pursuant to the UPLA.
- g. An award of civil penalties against Defendant Shipt for each violation of the WCA and an injunction requiring Defendant Shipt to secure the payment of workers' compensation in compliance with the WCA;
- h. An award of costs and reasonable attorneys' fees; and
- i. 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.

Respectfully submitted,

Dated: October 24, 2022

KARL A. RACINE
Attorney General for the District of Columbia

KATHLEEN KONOPKA
Deputy Attorney General
Public Advocacy Division

/s/ James Graham Lake

JAMES GRAHAM LAKE, D.C. Bar #1028853
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¹ Admitted to practice only in New Jersey. Practicing in the District of Columbia under the direct supervision of James Graham Lake, a member of the D.C. Bar, pursuant to D.C. Court of Appeals Rule 49(c)(4).



Superior Court of the District of Columbia
CIVIL DIVISION
Civil Actions Branch
500 Indiana Avenue, N.W., Suite 5000 Washington, D.C. 20001
Telephone: (202) 879-1133 Website: www.dccourts.gov

District of Columbia, a municipal corporation,
 400 Sixth Street NW
 Washington, DC 20001

Plaintiff

2022 4909

Case Number _____

Shipt, Inc.
 17 20th Street N, Suite 100
 Birmingham, AL 35203

Defendant

SUMMONS

To the above named Defendant:

You are hereby summoned and required to serve an Answer to the attached Complaint, either personally or through an attorney, within twenty one (21) days after service of this summons upon you, exclusive of the day of service. If you are being sued as an officer or agency of the United States Government or the District of Columbia Government, you have sixty (60) days after service of this summons to serve your Answer. A copy of the Answer must be mailed to the attorney for the plaintiff who is suing you. The attorney's name and address appear below. If plaintiff has no attorney, a copy of the Answer must be mailed to the plaintiff at the address stated on this Summons.

You are also required to file the original Answer with the Court in Suite 5000 at 500 Indiana Avenue, N.W., between 8:30 a.m. and 5:00 p.m., Mondays through Fridays or between 9:00 a.m. and 12:00 noon on Saturdays. You may file the original Answer with the Court either before you serve a copy of the Answer on the plaintiff or within seven (7) days after you have served the plaintiff. If you fail to file an Answer, judgment by default may be entered against you for the relief demanded in the complaint.

Charles A. Sinks

 Name of Plaintiff's Attorney

400 6th Street, N.W., Suite 10100
 Address: Washington, D.C. 20001

(202) 735-7456
 Telephone

Clerk of the Court

By: R. D. [Signature]
 Deputy Clerk

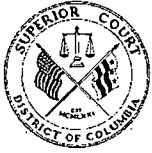
Date: 10/24/2022

如需翻译,请打电话 (202) 879-4828 Veuillez appeler au (202) 879-4828 pour une traduction Để có một bản dịch, hãy gọi (202) 879-4828
 번역을 원하시면, (202) 879-4828로 전화주세요 የአማርኛ ትርጉም ለማግኘት (202) 879-4828 ይደውሉ

IMPORTANT: IF YOU FAIL TO FILE AN ANSWER WITHIN THE TIME STATED ABOVE, OR IF, AFTER YOU ANSWER, YOU FAIL TO APPEAR AT ANY TIME THE COURT NOTIFIES YOU TO DO SO, A JUDGMENT BY DEFAULT MAY BE ENTERED AGAINST YOU FOR THE MONEY DAMAGES OR OTHER RELIEF DEMANDED IN THE COMPLAINT. IF THIS OCCURS, YOUR WAGES MAY BE ATTACHED OR WITHHELD OR PERSONAL PROPERTY OR REAL ESTATE YOU OWN MAY BE TAKEN AND SOLD TO PAY THE JUDGMENT. IF YOU INTEND TO OPPOSE THIS ACTION, DO NOT FAIL TO ANSWER WITHIN THE REQUIRED TIME.

If you wish to talk to a lawyer and feel that you cannot afford to pay a fee to a lawyer, promptly contact one of the offices of the Legal Aid Society (202-628-1161) or the Neighborhood Legal Services (202-279-5100) for help or come to Suite 5000 at 500 Indiana Avenue, N.W., for more information concerning places where you may ask for such help.

See reverse side for Spanish translation
 Vea al dorso la traducción al español



**TRIBUNAL SUPERIOR DEL DISTRITO DE COLUMBIA
DIVISIÓN CIVIL**

Sección de Acciones Civiles
500 Indiana Avenue, N.W., Suite 5000, Washington, D.C. 20001
Teléfono: (202) 879-1133 Sitio web: www.dccourts.gov

_____ Demandante

contra

Número de Caso: _____

_____ Demandado

CITATORIO

Al susodicho Demandado:

Por la presente se le cita a comparecer y se le requiere entregar una Contestación a la Demanda adjunta, sea en persona o por medio de un abogado, en el plazo de veintiún (21) días contados después que usted haya recibido este citatorio, excluyendo el día mismo de la entrega del citatorio. Si usted está siendo demandado en calidad de oficial o agente del Gobierno de los Estados Unidos de Norteamérica o del Gobierno del Distrito de Columbia, tiene usted sesenta (60) días, contados después que usted haya recibido este citatorio, para entregar su Contestación. Tiene que enviarle por correo una copia de su Contestación al abogado de la parte demandante. El nombre y dirección del abogado aparecen al final de este documento. Si el demandado no tiene abogado, tiene que enviarle al demandante una copia de la Contestación por correo a la dirección que aparece en este Citatorio.

A usted también se le requiere presentar la Contestación original al Tribunal en la Oficina 5000, sito en 500 Indiana Avenue, N.W., entre las 8:30 a.m. y 5:00 p.m., de lunes a viernes o entre las 9:00 a.m. y las 12:00 del mediodía los sábados. Usted puede presentar la Contestación original ante el Juez ya sea antes que usted le entregue al demandante una copia de la Contestación o en el plazo de siete (7) días de haberle hecho la entrega al demandante. Si usted incumple con presentar una Contestación, podría dictarse un fallo en rebeldía contra usted para que se haga efectivo el desagravio que se busca en la demanda.

SECRETARIO DEL TRIBUNAL

Nombre del abogado del Demandante _____

Por: _____
Subsecretario

Dirección _____

Fecha _____

Teléfono _____

如需翻译, 请打电话 (202) 879-4828 Veuillez appeler au (202) 879-4828 pour une traduction Để có một bản dịch, hãy gọi (202) 879-4828

반영을 원하시면 (202) 879-4828 로 전화하십시오 የአማርኛ ትርጉም ለማግኘት (202) 879-4828 ይደውሉ

IMPORTANTE: SI USTED INCUMPLE CON PRESENTAR UNA CONTESTACIÓN EN EL PLAZO ANTES MENCIONADO O, SI LUEGO DE CONTESTAR, USTED NO COMPARECE CUANDO LE AVISE EL JUZGADO, PODRÍA DICTARSE UN FALLO EN REBELDÍA CONTRA USTED PARA QUE SE LE COBRE LOS DAÑOS Y PERJUICIOS U OTRO DESAGRAVIO QUE SE BUSQUE EN LA DEMANDA. SI ESTO OCURRE, PODRÍA RETENÉRSELE SUS INGRESOS, O PODRÍA TOMÁRSELE SUS BIENES PERSONALES O BIENES RAÍCES Y SER VENDIDOS PARA PAGAR EL FALLO. SI USTED PRETENDE OPONERSE A ESTA ACCIÓN, NO DEJE DE CONTESTAR LA DEMANDA DENTRO DEL PLAZO EXIGIDO.

Si desea conversar con un abogado y le parece que no puede pagarle a uno, llame pronto a una de nuestras oficinas del Legal Aid Society (202-628-1161) o el Neighborhood Legal Services (202-279-5100) para pedir ayuda o venga a la Oficina 5000 del 500 Indiana Avenue, N.W., para informarse sobre otros lugares donde puede pedirayuda al respecto.

Vea al dorso el original en inglés
See reverse side for English original

Superior Court of the District of Columbia

CIVIL DIVISION- CIVIL ACTIONS BRANCH

INFORMATION SHEET **2022 4909**

District of Columbia

Case Number: _____

vs

Date: _____

Shipt, Inc.

One of the defendants is being sued in their official capacity.

Name: <i>(Please Print)</i> Charles A. Sinks	Relationship to Lawsuit <input checked="" type="checkbox"/> Attorney for Plaintiff
Firm Name: D.C. Office of the Attorney General	<input type="checkbox"/> Self (Pro Se)
Telephone No.: Six digit Unified Bar No.: (202) 735-7456 888273315	<input type="checkbox"/> Other: _____

TYPE OF CASE: Non-Jury 6 Person Jury 12 Person Jury
 Demand: \$ Damages, Liquidated Damages, and Civil Penalties Other: Injunctive Relief

PENDING CASE(S) RELATED TO THE ACTION BEING FILED
 Case No.: _____ Judge: _____ Calendar #: _____
 Case No.: _____ Judge: _____ Calendar#: _____

NATURE OF SUIT: <i>(Check One Box Only)</i>		
A. CONTRACTS	COLLECTION CASES	
<input type="checkbox"/> 01 Breach of Contract <input type="checkbox"/> 02 Breach of Warranty <input type="checkbox"/> 06 Negotiable Instrument <input type="checkbox"/> 07 Personal Property <input type="checkbox"/> 13 Employment Discrimination <input type="checkbox"/> 15 Special Education Fees	<input type="checkbox"/> 14 Under \$25,000 Pltf. Grants Consent <input type="checkbox"/> 17 OVER \$25,000 Pltf. Grants Consent <input type="checkbox"/> 27 Insurance/Subrogation <input type="checkbox"/> 07 Insurance/Subrogation <input type="checkbox"/> 28 Motion to Confirm Arbitration Award (Collection Cases Only)	<input type="checkbox"/> 16 Under \$25,000 Consent Denied <input type="checkbox"/> 18 OVER \$25,000 Consent Denied <input type="checkbox"/> 26 Insurance/Subrogation <input type="checkbox"/> Over \$25,000 Consent Denied <input type="checkbox"/> 34 Insurance/Subrogation <input type="checkbox"/> Under \$25,000 Consent Denied
B. PROPERTY TORTS		
<input type="checkbox"/> 01 Automobile <input type="checkbox"/> 02 Conversion <input type="checkbox"/> 07 Shoplifting, D.C. Code § 27-102 (a)		
<input type="checkbox"/> 03 Destruction of Private Property <input type="checkbox"/> 04 Property Damage		
<input type="checkbox"/> 05 Trespass		
C. PERSONAL TORTS		
<input type="checkbox"/> 01 Abuse of Process <input type="checkbox"/> 02 Alienation of Affection <input type="checkbox"/> 03 Assault and Battery <input type="checkbox"/> 04 Automobile- Personal Injury <input type="checkbox"/> 05 Deceit (Misrepresentation) <input type="checkbox"/> 06 False Accusation <input type="checkbox"/> 07 False Arrest <input type="checkbox"/> 08 Fraud	<input type="checkbox"/> 10 Invasion of Privacy <input type="checkbox"/> 11 Libel and Slander <input type="checkbox"/> 12 Malicious Interference <input type="checkbox"/> 13 Malicious Prosecution <input type="checkbox"/> 14 Malpractice Legal <input type="checkbox"/> 15 Malpractice Medical (Including Wrongful Death) <input type="checkbox"/> 16 Negligence- (Not Automobile, Not Malpractice)	<input type="checkbox"/> 17 Personal Injury- (Not Automobile, Not Malpractice) <input type="checkbox"/> 18 Wrongful Death (Not Malpractice) <input type="checkbox"/> 19 Wrongful Eviction <input type="checkbox"/> 20 Friendly Suit <input type="checkbox"/> 21 Asbestos <input type="checkbox"/> 22 Toxic/Mass Torts <input type="checkbox"/> 23 Tobacco <input type="checkbox"/> 24 Lead Paint

SEE REVERSE SIDE AND CHECK HERE IF USED

Information Sheet, Continued

C. OTHERS

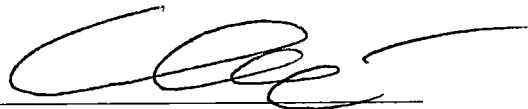
- | | |
|---|---|
| <input type="checkbox"/> 01 Accounting | <input type="checkbox"/> 17 Merit Personnel Act (OEA)
(D.C. Code Title 1, Chapter 6) |
| <input type="checkbox"/> 02 Att. Before Judgment | <input type="checkbox"/> 18 Product Liability |
| <input type="checkbox"/> 05 Ejectment | <input type="checkbox"/> 24 Application to Confirm, Modify,
Vacate Arbitration Award (DC Code § 16-4401) |
| <input type="checkbox"/> 09 Special Writ/Warrants
(DC Code § 11-941) | <input type="checkbox"/> 29 Merit Personnel Act (OHR) |
| <input type="checkbox"/> 10 Traffic Adjudication | <input type="checkbox"/> 31 Housing Code Regulations |
| <input type="checkbox"/> 11 Writ of Replevin | <input type="checkbox"/> 32 Qui Tam |
| <input type="checkbox"/> 12 Enforce Mechanics Lien | <input type="checkbox"/> 33 Whistleblower |
| <input checked="" type="checkbox"/> 16 Declaratory Judgment | |

II.

- | | | |
|--|---|--|
| <input type="checkbox"/> 03 Change of Name | <input type="checkbox"/> 15 Libel of Information | <input type="checkbox"/> 21 Petition for Subpoena
[Rule 28-I (b)] |
| <input type="checkbox"/> 06 Foreign Judgment/Domestic | <input type="checkbox"/> 19 Enter Administrative Order as
Judgment [D.C. Code § | <input type="checkbox"/> 22 Release Mechanics Lien |
| <input type="checkbox"/> 08 Foreign Judgment/International | 2-1802.03 (h) or 32-151 9 (a)] | <input type="checkbox"/> 23 Rule 27(a)(1)
(Perpetuate Testimony) |
| <input type="checkbox"/> 13 Correction of Birth Certificate | <input type="checkbox"/> 20 Master Meter (D.C. Code § | <input type="checkbox"/> 24 Petition for Structured Settlement |
| <input type="checkbox"/> 14 Correction of Marriage
Certificate | 42-3301, et seq.) | <input type="checkbox"/> 25 Petition for Liquidation |
| <input type="checkbox"/> 26 Petition for Civil Asset Forfeiture (Vehicle) | | |
| <input type="checkbox"/> 27 Petition for Civil Asset Forfeiture (Currency) | | |
| <input type="checkbox"/> 28 Petition for Civil Asset Forfeiture (Other) | | |

D. REAL PROPERTY

- | | |
|--|--|
| <input type="checkbox"/> 09 Real Property-Real Estate | <input type="checkbox"/> 08 Quiet Title |
| <input type="checkbox"/> 12 Specific Performance | <input type="checkbox"/> 25 Liens: Tax / Water Consent Granted |
| <input type="checkbox"/> 04 Condemnation (Eminent Domain) | <input type="checkbox"/> 30 Liens: Tax / Water Consent Denied |
| <input type="checkbox"/> 10 Mortgage Foreclosure/Judicial Sale | <input type="checkbox"/> 31 Tax Lien Bid Off Certificate Consent Granted |
| <input type="checkbox"/> 11 Petition for Civil Asset Forfeiture (RP) | |



Attorney's Signature

10/24/2022

Date