

was presented to her ‘on a take it or leave it basis.’ ‘A party’s use of a label to describe a relationship with a worker . . . will be ignored where the evidence of the parties’ actual conduct establishes that a different relationship exists.’ ” (*Duffey v. Tender Heart Home Care Agency, LLC* (2019) 31 Cal.App.5th 232, 257–258 [242 Cal.Rptr.3d 460].)

- “It is not essential that the right of control be exercised or that there be actual supervision of the work of the agent. The existence of the right of control and supervision establishes the existence of an agency relationship.” (*Malloy v. Fong* (1951) 37 Cal.2d 356, 370 [232 P.2d 241], internal citations omitted.)
- “ “[W]hat matters is whether a hirer has the “legal right to control the activities of the alleged agent” . . . That a hirer chooses not to wield power does not prove it lacks power.’ ” (*Duffey, supra*, 31 Cal.App.5th at p. 257.)
- “Perhaps the strongest evidence of the right to control is whether the hirer can discharge the worker without cause, because ‘[t]he power of the principal to terminate the services of the agent gives him the means of controlling the agent’s activities.’ ” (*Ayala, supra*, 59 Cal.4th at p. 531.)
- “The worker’s corresponding right to leave is similarly relevant: ‘ “An employee may quit, but an independent contractor is legally obligated to complete his contract.” ’ ” (*Ayala, supra*, 59 Cal.4th at p. 531 fn. 2.)
- “A finding of employment is supported where the workers are ‘a regular and integrated portion of [the] business operation.’ ” (*Garcia v. Seacon Logix Inc.* (2015) 238 Cal.App.4th 1476, 1487 [190 Cal.Rptr.3d 400].)
- “Where workers are paid weekly or by the hour, rather than by the job, it suggests an employment relationship.” (*Garcia, supra*, 238 Cal.App.4th at p. 1488.)
- “In cases where there is a written contract, to answer that question [the right of control] without full examination of the contract will be virtually impossible. . . . [¶] . . . [T]he rights spelled out in a contract may not be conclusive if other evidence demonstrates a practical allocation of rights at odds with the written terms.” (*Ayala, supra*, 59 Cal.4th at p. 535.)
- “[T]he right to exercise complete or authoritative control must be shown, rather than mere suggestion as to detail. A worker is an independent contractor when he or she follows the employer’s desires only in the result of the work, and not the means by which it is achieved.” (*Jackson v. AEG Live, LLC* (2015) 233 Cal.App.4th 1156, 1179 [183 Cal.Rptr.3d 394].)
- “ “[T]he owner may retain a broad general power of supervision and control as to the results of the work so as to insure satisfactory performance of the independent contract—including the right to inspect [citation], . . . the right to make suggestions or recommendations as to details of the work [citation], the right to prescribe alterations or deviations in the work [citation]—without changing the relationship from that of owner and independent contractor . . . .’ ” (*Beaumont-Jacques v. Farmers Group, Inc.* (2013) 217 Cal.App.4th 1138, 1143