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*Attorney for Plaintiffs Matthew Talbot and Monica Garcia,
on behalf of themselves and all others similarly situated*

**ENDORSED
FILED**
San Francisco County Superior Court

MAY 08 2018
CLERK OF THE COURT
BY: KALENE APOLONIO
Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO**

MATTHEW TALBOT AND MONICA
GARCIA, individually and on behalf of all
others similarly situated,

Plaintiffs,

v.

LYFT, INC.,

Defendant.

Case No. _____

CLASS ACTION COMPLAINT

1. FAILURE TO REIMBURSE FOR BUSINESS EXPENSES (CAL. LAB. CODE § 2802)
2. MINIMUM WAGE (CAL. LABOR CODE §§ 1194, 1197)
3. OVERTIME (CAL. LABOR CODE §§ 1194, 1198, 510, AND 554)
4. WILLFUL MISCLASSIFICATION (CAL. LABOR CODE § 226.8)
5. UNLAWFUL AND/OR UNFAIR BUSINESS PRACTICES (CAL. BUS. & PROF. CODE §§17200-17208)

BY FAX
ONE LEGAL LLC

1 **I. INTRODUCTION**

2 1. This case is brought on behalf of individuals who have worked as Lyft drivers in
3 California. Lyft, Inc. (“Lyft”), is a car service, which engages thousands of drivers across the
4 state of California to transport riders. Lyft is based in San Francisco, California, and it does
5 business across the United States and extensively throughout California.

6
7 2. As described further below, Lyft has willfully misclassified its drivers including
8 Plaintiffs Matthew Talbot and Monica Garcia Dora, in violation of Cal. Labor Code § 226.8.
9 Additionally, because of drivers’ misclassification as independent contractors, Lyft has
10 unlawfully required drivers to pay business expenses (including expenses to own or lease a
11 vehicle and maintain and fuel it, as well as phone/data expenses) in violation of Cal. Lab. Code
12 §2802 and has also failed to pay required minimum wage for all hours worked in violation of
13 Cal. Lab. Code §§ 1197 and 1194. Lyft has also failed to pay overtime wages in violation of
14 Cal. Lab. Code §§ 1194, 1198, 510, and 554.

15 **II. PARTIES**

16 3. Plaintiff Matthew Talbot is an adult resident of San Francisco, California, where he has
17 worked as a Lyft driver.

18 4. Plaintiff Monica Garcia is an adult resident of West Covina, California, where she has
19 worked as a Lyft driver.

20 5. Plaintiffs brings this action on their own behalf and on behalf of all others similarly
21 situated, namely all other individuals who have worked as drivers for Lyft throughout California.

22 6. Defendant Lyft, Inc. (“Lyft”) is a headquartered in San Francisco, California.

23 **III. JURISDICTION**

24 7. This Court has jurisdiction over Plaintiffs’ claims pursuant to California Code of
25 Civil Procedure § 410.10.

26 8. The monetary relief which Plaintiffs seek is in excess of the jurisdictional
27

1 minimum required by this Court and will be established according to proof at trial.

2 9. Venue is proper in this Court pursuant to Code of Civ. P. §§ 395 and 395.5
3 because Lyft is headquartered in San Francisco County. Furthermore, Defendant engages in
4 business activities in and throughout the State of California, including San Francisco County.

5 **IV. STATEMENT OF FACTS**

6 10. Lyft is a San Francisco-based transportation service, which engages drivers across
7 the state of California to transport riders.

8 11. Lyft offers customers the ability to order rides via a mobile phone application,
9 which its drivers then carry out.

10 12. Plaintiff Matthew Talbot has driven for Lyft at various times, including over the
11 last year, and continues to drive for Lyft.

12 13. Plaintiff Monica Garcia has driven for Lyft at various times, including over the
13 last year, and continues to drive for Lyft.

14 14. Lyft classifies its drivers like Mr. Talbot and Ms. Garcia as “independent
15 contractors,” but under California law they should be classified as employees.

16 15. Drivers provide a service in the usual course of Lyft’s business because Lyft is a
17 car service that provides transportation to its customers, and drivers such as Mr. Talbot and Ms.
18 Garcia perform that transportation service. Lyft holds itself out as a transportation service, and it
19 generates its revenue primarily from customers paying for the very rides that its drivers perform.
20 Without drivers to perform rides, Lyft would not exist.

21 16. Lyft also requires its drivers to abide by a litany of policies and rules designed to
22 control the drivers’ work performance. Lyft both retains the right to, and does in fact exercise,
23 control over the drivers’ work.

24 17. Lyft drivers are not typically engaged in their own transportation business. When
25 driving Lyft customers, they wear the “hat” of Lyft.
26

1 18. Lyft communicates directly with customers and follows up with drivers if the
2 customer complains that the ride failed to meet their expectations. Based on any customer
3 feedback, Lyft may suspend or terminate drivers at its sole discretion.

4 19. Lyft does not reimburse drivers for any expenses they may occur while working
5 for Lyft, including, but not limited to the cost of owning or leasing and maintaining their
6 vehicles, gas, insurance, and phone and data expenses for running the Lyft Application. Drivers
7 incur these costs as a necessary expenditure to work for Lyft, which California law requires
8 employers to reimburse.

9 20. Lyft has violated Cal. Lab. Code §§ 1197 and 1194 by failing to ensure that its
10 drivers receive the applicable state minimum wage for all hours worked.

11 21. Lyft has violated Cal. Lab. Code §§ 1194, 1198, 510 and 554 by failing to pay its
12 drivers the appropriate overtime premium for all overtime hours worked.

13 22. On April 30, 2018, the California Supreme Court issued its decision in Dynamex
14 Operations W., Inc. v. Superior Court, No. S222732, 2018 WL 1999120 (Cal. Apr. 30, 2018),
15 which makes clear that Lyft drivers should be classified as employees rather than as independent
16 contractors under California law for purposes of wage-and-hour statutes like the ones at issue
17 here. Under the “ABC” test adopted in Dynamex, in order to justify classifying the drivers as
18 independent contractors, Lyft would have to prove that its drivers perform services outside its
19 usual course of business, which it cannot do. Notwithstanding this decision, Lyft has willfully
20 continued to misclassify its couriers as independent contractors.

21
22 **V. CLASS ALLEGATIONS**

23 23. Plaintiffs Matthew Talbot and Monica Garcia brings this case as a class action
24 pursuant to California Code of Civil Procedure § 382 on behalf of all Lyft drivers who have
25 worked for Lyft in California.

26 24. Plaintiffs and other class members have uniformly been deprived reimbursement
27

1 of their necessary business expenditures.

2 25. The members of the class are so numerous that joinder of all class members is
3 impracticable.

4 26. Common questions of law and fact regarding Lyft's conduct in classifying
5 drivers as independent contractors, failing to reimburse them for business expenditures, and
6 failing to ensure they are paid at least minimum wage and overtime for all weeks, exist as to all
7 members of the class and predominate over any questions affecting solely any individual
8 members of the class. Among the questions of law and fact common to the class are:
9

- 10 a. Whether the work performed by class members—providing driving services to
11 customers—is within Lyft's usual course of business;
- 12 b. Whether class members are typically engaged in their own businesses or whether they
13 wear the "hat" of Lyft when performing transportation services;
- 14 c. Whether class members have been required to follow uniform procedures and policies
15 regarding their work for Lyft;
- 16 d. Whether these class members have been required to bear the expenses of their
17 employment, such as expenses for maintaining their vehicles and expenses for gas,
18 insurance, phone and data plan.

19 27. Named Plaintiffs Matthew Talbot and Monica Garcia are class members who
20 suffered damages as a result of Defendant's conduct and actions alleged herein.

21 28. The named plaintiffs' claims are typical of the claims of the class, and the named
22 plaintiff has the same interests as the other members of the class.

23 29. The named plaintiffs will fairly and adequately represent and protect the interests
24 of the class. The named plaintiffs have retained able counsel experienced in class action
25 litigation. The interests of the named plaintiffs are coincident with, and not antagonistic to, the
26 interests of the other class members.

1 §226.8 and constitutes willful misclassification. This claim is brought on behalf of a class of
2 similarly situated individuals who have worked for Lyft in California.

3
4 **COUNT III**
5 **Minimum Wage**
6 **Violation of Cal. Lab. Code §§ 1197 and 1194**

7 32. Defendant's conduct, as set forth above, in failing to pay its employees minimum
8 wage for all hours worked as required by California law, violates Cal. Lab. Code §§ 1197 and
9 1194. This claim is brought on behalf of a class of similarly situated individuals who worked for
10 Lyft in California.

11 **COUNT IV**
12 **Overtime**
13 **Violation of Cal. Lab. Code §§ 1194, 1198, 510 and 554**

14 33. Defendant's conduct, as set forth above, in failing to pay its employees the
15 appropriate overtime premium for overtime hours worked as required by California Law,
16 violates Cal. Lab. Code §§ 1194, 1198, 510 and 554. This claim is brought on behalf of a class
17 of similarly situated individuals who worked for Lyft in California.

18 **COUNT V**
19 **Unfair Business Practices**
20 **Violation of Cal. Bus. & Prof. Code §17200, *et seq.***

21 34. Defendant's conduct, as set forth above, violates the California Unfair
22 Competition Law, Cal. Bus. & Prof. Code § 17200 *et seq.* ("UCL"). Defendant's conduct
23 constitutes unlawful business acts or practices, in that Defendant has violated California Labor
24 Code §§ 2802, 1194, 1197, and 226.8. As a result of Defendant's unlawful conduct, Plaintiffs
25 and class members suffered injury in fact and lost money and property, including, but not limited
26 to business expenses that drivers were required to pay and wages that drivers were due. Pursuant
27 to California Business and Professions Code § 17203, Plaintiffs and class members seek

1 declaratory and injunctive relief for Defendant's unlawful conduct and to recover restitution.
2 Pursuant to California Code of Civil Procedure § 1021.5, Plaintiffs and class members who
3 worked for Lyft are entitled to recover reasonable attorneys' fees, costs, and expenses incurred in
4 bringing this action.
5

6 WHEREFORE, Plaintiffs request that this Court enter the following relief:
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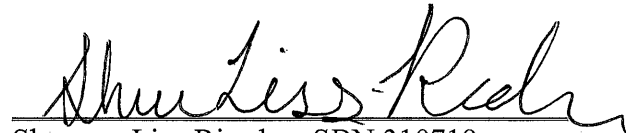
- 8 a. Declare and find that the Defendant violated the UCL and Cal. Lab. Code §§ 2802,
9 1194, 1197, and 226.8;
- 10 b. Certify a class action under Count I through V and appoint Plaintiffs Matthew Talbot
11 and Monica Garcia and their counsel to represent a class of Lyft drivers who have
12 worked in California;
- 13 c. Award compensatory damages, including all expenses and wages owed, in an amount
14 according to proof;
- 15 d. Award pre- and post-judgment interest;
- 16 e. Award reasonable attorneys' fees, costs, and expenses;
- 17 f. Injunctive relief in the form of an order requiring Defendant to comply with the
18 California Labor Code; and
- 19 g. Any other relief to which the Plaintiffs may be entitled.
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Respectfully submitted,

MATTHEW TALBOT and MONICA GARCIA,
individually and on behalf of all others similarly
situated,

By their attorney,



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