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December 11, 2024

Via Online Submission

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
800 Capitol Mall
Sacramento, CA 95814
<https://dir.tfaforms.net/308>

RE: Carol Grey v. Lyft, Inc.

Dear PAGA Administrator:

This office represents Ms. Carol Grey in connection with her claims under the California labor code and sends this letter in compliance with the notice requirements of the Private Attorneys General Act of 2004 (“PAGA”). Lab. C. § 2699.3. Ms. Grey was an employee of Lyft, Inc. in California.

The employer may be contacted directly at:

185 Berry St., Suite 400
San Francisco, CA 94107

Ms. Grey, on behalf of herself and other current and former laborers and workers who are similarly situated, alleges that Lyft, Inc. (“Lyft”), has violated, and continues to violate, the provisions of the Labor Code and wage orders promulgated by the Industrial Welfare Commission. Those similarly situated workers include all current and former independent contracting rideshare drivers, employed by Lyft, who were denied wages for hours worked, not compensated, and who were denied compliant meal and rest breaks under California Law, and provided services to Lyft, at any of its locations and/or job sites in the state of California, from December 9, 2023 to the present date.

As described more thoroughly in the attached proposed Complaint, Ms. Grey was employed by Lyft as a rideshare driver. During the relevant time period, Ms. Grey was not paid the guaranteed minimum earnings under Proposition 22. Lyft did not pay Ms. Grey minimum wage or overtime, and did not allow Ms. Grey to take meal or rest breaks, as required by California law.

The complaint alleges that Lyft’s actions are subject to civil penalties pursuant to the following provisions of the *Labor Code* and Industrial Welfare Commission Wage Orders 4 and/or 7:

- a. Sections 1194 and 1197, for failing to pay minimum wage;

- b. Sections 2800 and 2802, for failing to reimburse business expenses;
- c. Section 204, 1197, and 1199, for failing to pay all regular wages;
- d. Sections 510, 1194 and 1198, for failing to pay overtime wages;
- e. Sections 226.7 and 512, for failing to provide duty-free meal and rest periods;
- f. Section 558, for failing to properly compensate for all hours worked;
- g. Sections 201-203, for failing to pay all wages due and owing when employees terminated;
- h. Section 226.8, for willful misclassification as independent contractor;
- i. Section 226, for failing to provide accurate, itemized wage statements; and,
- j. Section 1199, and Wage Orders No. 4 and/or 7 § 20, for failing to pay proper wages and/or provide required working conditions and/or for violating the applicable Wage Order/regulations.

Accordingly, Ms. Grey requests that the Labor and Workforce Development Agency not investigate these violations and permit her to pursue a claim for such penalties under the Private Attorney General's Act (Labor Code section 2698 et seq. and Labor Code section 558). Upon receiving notice that this Agency does not intend to investigate the alleged violations, or, if no notice is provided, then within 60 calendar days of the postmark date of this letter, the named plaintiff will amend his lawsuit to include these claims.

Thank you for your time and consideration.

Yours Truly,

Todd M. Friedman

Todd M. Friedman, Esq.

Enclosure: Complaint

cc:

By Certified Mail (with enclosure)

Lyft, Inc.

185 Berry St., Suite 400

San Francisco, CA 94107

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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF SANTA CLARA**
11 **UNLIMITED JURISDICTION**

12 CAROL GREY, *individually and in her*
13 *capacity as a Private Attorneys General*
Representative,

14 Plaintiffs,

15 v.

16 LYFT, INC.,

17 Defendant.
18
19

Case No.

**PRIVATE ATTORNEYS GENERAL ACT
COMPLAINT**

20 **I. INTRODUCTION**

21 1. This case is brought on behalf of the state of California and other similarly
22 situated aggrieved employees who have worked for Lyft, Inc. as rideshare drivers in California.
23 Lyft, Inc. (“Lyft” or “Defendant”) provides on-demand rideshare services to customers at their
24 homes and businesses through its mobile phone application and website. Lyft is based in San
25 Francisco, California, but it does business across the United States and extensively throughout
26 California.

27 2. As described further below, Lyft has willfully misclassified its delivery drivers
28 including Plaintiff in violation of Cal. Labor Code § 226.8. Additionally, because of delivery

1 drivers' misclassification as independent contractors, Lyft has unlawfully required delivery
2 drivers to pay business expenses (including expenses to own or lease a vehicle, as well as
3 phone/data expenses) in violation of Cal. Lab. Code § 2802 and has also failed to pay required
4 minimum wage and overtime for all hours worked in violation of Cal. Lab. Code §§ 1194, 1197,
5 1198, 510 and 554. Likewise, Lyft has failed to provide proper itemized wage statements in
6 violation of Cal. Lab. Code § 226(a) because it does not explain the piece-rate basis on which
7 drivers are paid and does not break out the amount of drivers' wages and tips, among other
8 reasons. Plaintiff brings her claims pursuant to the Private Attorney General Act ("PAGA"),
9 Cal. Lab. Code § 2699, *et seq.*, on behalf of the state of California and all other similarly situated
10 aggrieved employees who have been misclassified by Lyft in California since January 1, 2021.

11 **II. PARTIES**

12 3. Plaintiff Carol Grey ("Plaintiff") is an adult resident of Santa Clara County,
13 California, where she has worked as a rideshare driver for Lyft.

14 4. Defendant Lyft is headquartered in San Francisco, California.

15 **III. JURISDICTION**

16 5. This Court has jurisdiction over Plaintiff's California Labor Code claims
17 pursuant to California Code of Civil Procedure § 410.10.

18 6. This Court has jurisdiction over Plaintiff's PAGA claims pursuant to California
19 Code of Civil Procedure § 410.10. The monetary relief which Plaintiff seeks is in excess of the
20 jurisdictional minimum required by this Court and will be established according to proof at trial.

21 7. Venue is proper in this Court because Defendant engages in business activities in
22 and throughout the State of California, including Santa Clara County and Plaintiff performed
23 work as a rideshare driver in Santa Clara County.

24 **IV. FACTUAL ALLEGATIONS**

25 **Background**

26 8. Lyft is a rideshare service, based in San Francisco, which engages drivers across
27 the state of California to provide rideshare services to its customers.
28

1 9. Lyft offers customers the ability to request a driver on a mobile phone
2 application or online through its website.

3 10. Plaintiff has driven for Lyft at various times, including during the last year.

4 11. Lyft classifies its drivers as “independent contractors,” but under California law,
5 they should be classified as employees.

6 12. Lyft drivers perform services within Defendant’s usual course of business as a
7 rideshare service. The drivers’ services are fully integrated into Defendant’s business. Without
8 drivers to drive customers to and from their destinations, Lyft would not exist.

9 13. Lyft delivery drivers are not typically engaged in their own rideshare business.
10 When driving Lyft customers, they wear the “hat” of Lyft.

11 14. In addition, Lyft maintains the right of control over the drivers’ performance of
12 their jobs and exercises detailed control over them.

13 15. For example, drivers must follow Defendant’s instructions regarding where to
14 report for their shifts and where to go to pick up or await deliveries. Drivers can be penalized or
15 terminated for missing scheduled shifts or cancelling their shifts too close to the start time. Lyft
16 has collected various metrics regarding its drivers’ performance, including: (1) drivers’
17 customer rating (out of five stars, with five being the highest), which is used to gauge
18 customers’ satisfaction with a delivery; (2) drivers’ acceptance rating, which gauges how many
19 rides were assigned and accepted over the last 100 rides; and (3) drivers’ completion rating,
20 which gauges the number of rides drivers completed that they accepted. If drivers’ ratings fall
21 below Defendant’s minimum thresholds they may be terminated.

22 16. Lyft communicates directly with customers and follows up with drivers if the
23 customer complains that the ride failed to meet their expectations. Based on any customer
24 feedback, Lyft may suspend or terminate drivers.

25 17. Lyft unilaterally sets the pay scheme and rate of pay for drivers’ services and
26 changes the rate of pay in its sole discretion.
27
28

1 18. Lyft does not reimburse drivers for most expenses they may incur while working
2 for Lyft, including, but not limited to the cost of owning or leasing a vehicle, and phone and
3 data expenses for running the Lyft Application. Drivers incur these costs as a necessary
4 expenditure to work for Lyft, which California law requires employers to reimburse.

5 19. Lyft pays its drivers a guaranteed fee for each ride plus tips they receive from
6 customers. Lyft has failed to ensure that its drivers receive the applicable state minimum wage
7 for all hours worked, and drivers frequently do not receive minimum wage for all hours worked,
8 particularly given that customers' tips cannot count toward Defendant's minimum wage
9 obligations.
10

11 **Dynamex, AB5, and Proposition 22**

12 20. On April 30, 2018, the California Supreme Court issued its decision in Dynamex
13 Operations W., Inc. v. Superior Court, 4 Cal. 5th 903, 416 P.3d 1 (2018), which adopted the
14 "ABC" test for determining whether a worker is an independent contractor or an employee. The
15 Dynamex opinion strongly suggested that app-based drivers, like Lyft's drivers, were
16 employees under California law.¹

17 21. In September of 2019, the California legislature enacted Assembly Bill 5
18 ("AB5"), which codified the Dynamex decision's use of the ABC test and further expanded the
19 scope of its application.

20 22. Under the tests adopted in Dynamex and AB5, Lyft's drivers undoubtedly would
21 have been classified as employees in California.

22 23. However, on October 29, 2019, Proposition 22 was filed, and on November 3,
23 2020, was approved by a majority of California voters.

24 24. Proposition 22, now codified at Cal. Bus. & Prof. C. § 7448, *et seq.*, made
25 several changes to California law, the primary change being that Proposition 22 superseded the
26

27
28 ¹ One California Court of Appeal expressly ruled as such with regard to Uber's rideshare drivers
in *People v. Uber Technologies, Inc.*, 56 Cal. App. 5th 226, 295–298 (2020).

1 “ABC” test adopted in Dynamex and AB5, and instead states that app-based delivery drivers are
2 independent contractors if:

- 3 (a) The network company does not unilaterally prescribe specific
4 dates, times or day, or a minimum number of hours during which
5 the app-based driver must be logged into the network company’s
6 online-enabled application or platform.
7 (b) The network company does not require the app-based driver to
8 accept any specific rideshare service or deliver service request as
9 a condition of maintaining access to the network company’s
10 online-enabled application or platform.
11 (c) The network company does not restrict the app-based driver from
12 performing rideshare services or deliver services through other
13 network companies except during engaged time.
14 (d) The network company does not restrict the app-based driver from
15 working in any other lawful occupation or business.

16 Cal. Bus. & Prof. C. § 7451.

17 25. Proposition 22 also imposed additional requirements on network companies,
18 such as Lyft.

19 26. Specifically, under Proposition 22, Lyft must pay its drivers a “guaranteed
20 minimum level of compensation,” equal to 120% of the local minimum wage plus the
21 applicable milage rate.²

22 27. In evaluating whether a driver has met the guaranteed minimum, Lyft may not
23 include tips, gratuities, or incentive bonuses earned by a driver to calculate their earnings.

24 28. In other words, the “guaranteed minimum level of compensation” includes only
25 the money paid to drivers by Lyft for completing specific deliveries.

26 29. In practice, this requirement frequently causes Lyft to pay drivers a lump sum
27 “adjustment” in order to ensure that delivery drivers are making the guaranteed minimum.

28 30. On information and belief, however, Lyft routinely underpays its drivers by
either not paying a large enough adjustment or by not paying any adjustment at all.

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² The applicable mileage rate as of drafting the instant Complaint is \$0.34 per active mile.

Plaintiff's Facts

31. Since approximately September of 2024, Plaintiff was working as a rideshare driver for Lyft.

32. On information and belief, for the entire time that Plaintiff worked as a delivery driver, Lyft has consistently failed to pay Plaintiff the guaranteed minimum compensation, and has incorrectly calculated his earnings. Plaintiff alleges that Defendant has regularly underpaid her by approximately 10-20% of her guaranteed minimum earnings.

33. For example, for the week of October 28, 2024 to November 3, 2024, Plaintiff drove 449.72 active miles, and was working for Lyft for 20 hours and 37 minutes of active time. Plaintiff also received \$53.32 in tips. Under Proposition 22's minimum earnings guarantee, Plaintiff was guaranteed to make at least \$633.26, including tips.³ Plaintiff, however, was only paid a total of \$526.40, including tips, for this period.

34. On information and belief, Lyft has thus consistently failed to pay Plaintiff and those similarly situated the guaranteed minimum earnings as required by Cal. Bus. & Prof. C. § 7453 and has failed to meet the requirements placed upon Network Companies by Proposition 22.

35. As a result, Lyft should not be allowed to avail itself of the relaxed test for independent contractor status adopted by Proposition 22 and codified in Cal. Bus. & Prof. C. § 7451.

36. Instead, the general standard of California labor law applies.

37. That standard is the "ABC" test as adopted by Dynamex and AB5. See Cal. Lab. C. § 2755, *et seq.*

38. Lyft cannot meet the standard of the "ABC" test, and therefore has deliberately misclassified Plaintiff as an independent contractor.

³ A simple formula may be used to determine this amount: $((120\% \times \text{applicable minimum wage}) \times (\text{active hours worked})) + (\$0.34 \times \text{active miles driven}) + (\text{tips})$. In this example, the applicable minimum wage in Los Angeles is \$17.28. The formula for Plaintiff's guaranteed earnings in this example is $((120\% \times \$17.28) \times (20.6 \text{ active hours})) + (\$0.34 \times 449.72 \text{ active miles}) + (\$53.32 \text{ tips}) = \$633.26$.

1 **V. PAGA REPRESENTATIVE ACTION ALLEGATIONS**

2 39. Plaintiff alleges that Lyft violated the Labor Code as follows: (1) failure to
3 reimburse delivery driver employees for all necessary expenditures incurred in performing their
4 duties, including but not limited to owning or leasing their vehicles, phones, and data and by
5 requiring drivers to enter into contracts that impermissibly waive their right to reimbursement of
6 these expenses, in violation of Cal. Lab. Code §§ 2802, 2804, and 450; (2) the willful
7 misclassification of delivery workers as independent contractors in violation of Cal. Lab. Code
8 §§ 226.8 and 2753; (3) failure to assure that all delivery drivers received the appropriate
9 overtime premium for all overtime hours worked beyond forty per week or eight hours per day in
10 violation of Cal. Lab. Code §§ 1194, 1198, 510, and 554; (4) failure to provide proper itemized
11 wage statements in violation of Cal. Lab. Code § 226(a), 226.3, and Wage Order 9-2001; (5)
12 failure to pay the appropriate minimum wage for all hours worked in violation of Cal. Lab. Code
13 §§ 1197, 1194, 1194.3, 1182.12, 1194.2, 1197.1, 1199 and Wage Order 9-2001; (6) collecting
14 and/or withholding gratuities and failure to keep accurate records of gratuities in violation of Cal.
15 Lab. Code § 351, 353; (7) failure to pay for meal and rest periods in violation of Cal. Lab. Code
16 §§ 226.7, 512, 558, and 1198; (8) failure to timely pay all earned wages during employment and
17 upon termination and failing to conspicuously post notice of regular pay days in violation of Cal.
18 Lab. Code §§ 201-204, 207 and 208; (9) requiring drivers to release claims as a condition to
19 receiving paychecks in violation of Cal. Lab. Code § 206.5; (10) collecting and receiving wages
20 already paid in violation of Cal. Lab. Code § 221, 224; (11) failing to pay the costs of mandatory
21 drug testing and/or physical examinations in violation of Cal. Lab. Code § 222.5; (12) secretly
22 paying wages lower than required by statute in violation of Cal. Lab. Code § 223; (13) failing to
23 provide sick leave benefits and failing to provide written notice of paid sick leave or paid time
24 off to its delivery drivers in violation of Cal. Lab. Code §§ 245-49; (14) failure to provide one
25 day's rest in seven in violation of Cal. Lab. Code § 551, 552; (15) failure to provide written
26 notice of material terms of employment in violation of Cal. Lab. Code §§ 2810.5 and 432.5; (16)
27 failure to keep accurate records of hours worked and drivers' personal information in violation of
28

1 Cal. Lab. Code § 1174, 1174.5, and 1175; (17) willfully refusing to pay wages in violation of Cal.
2 Labor Code §§ 216, 218, 218.5, 218.6, and 225.5; (18) failing to pay out vested vacation time to
3 drivers in violation of Cal. Labor Code § 227.3; (19) causing delivery drivers to be injured on the
4 job through the serious and willful misconduct of the company in violation of Cal. Labor Code §
5 4553; and (20) failing to remit wages that it has withheld to benefit plans in violation of Cal.
6 Labor Code § 227.

7
8 40. On [Date], Plaintiff gave written notice of Lyft's violations to the California
9 Labor Code as alleged in this complaint to the Labor and Workforce Development Agency
10 ("LWDA") via online filing and to Defendant Lyft's general counsel via certified mail.

11 **COUNT I**
12 **Expense Reimbursement**
13 **Violation of Cal. Lab. Code § 2802**

14 41. Plaintiff realleges and incorporates by reference the allegations in the preceding
15 paragraphs as if fully alleged herein. Defendant's conduct, as set forth above, in misclassifying
16 Plaintiff as an independent contractors and failing to reimburse them for expenses that they paid
17 that should have been borne by their employer, constitutes a violation of California Labor Code §
18 2802.

19 **COUNT II**
20 **Willful Misclassification**
21 **Violation of Cal. Lab. Code § 226.8**

22 42. Plaintiff realleges and incorporates by reference the allegations in the preceding
23 paragraphs as if fully alleged herein. Defendant's conduct, as set forth above, in continuing to
24 classify drivers as independent contractors notwithstanding its failure to comply with the
25 requirements placed on Network Companies by Cal. Bus. & Prof. C. § 7452, violates Cal. Lab.
26 Code §226.8 and constitutes willful misclassification.

27 **COUNT III**
28 **Minimum Wage**
Violation of Cal. Lab. Code §§ 1197 and 1194, Cal. Wage Order No. 9-2001

1 43. Plaintiff realleges and incorporates by reference the allegations in the preceding
2 paragraphs as if fully alleged herein. Defendant's conduct, as set forth above, in failing to pay
3 Plaintiff minimum wage for all hours worked as required by California law, violates Cal. Lab.
4 Code §§ 1197 and 1194 and Wage Order 9-2001.

5 **COUNT IV**

6 **Overtime**

7 **Violation of Cal. Lab. Code §§ 510, 1194, 1198, Cal. Wage Order No. 9-2001**

8 44. Plaintiff realleges and incorporates by reference the allegations in the preceding
9 paragraphs as if fully alleged herein. Defendant's conduct, as set forth above, in failing to pay
10 Plaintiff minimum wage for all hours worked as required by California law, violates Cal. Lab.
11 Code §§ 510, 1194, and 1198 and Wage Order 9-2001.

12 **COUNT V**

13 **Pay Statements**

14 **Violation of Cal. Lab. Code § 226(a)**

15 45. Plaintiff realleges and incorporates by reference the allegations in the preceding
16 paragraphs as if fully alleged herein. Lyft's conduct, as set forth above, in failing to provide
17 proper itemized wage statements to Plaintiff, as required by California state law, violates Cal.
18 Lab. Code § 226(a).

19 **COUNT VI**

20 **Meal and Rest Period Violations**

21 **Violation of Cal. Wage Order No. 9-2001; Cal. Labor Code §§ 226.7 & 512**

22 46. Plaintiff realleges and incorporates by reference all other paragraphs as if they
23 were set forth again herein. Lyft's conduct in denying drivers at least a half-hour meal break
24 during shifts in excess of five hours and one ten-minute rest break per four hours of work
25 performed violates Cal. Wage Order No. 9-2001; Cal. Labor Code §§ 226.7 & 512.

26 **COUNT VII**

27 **Failure to Pay All Regular Wages**

28 **Violation of Cal. Labor Code § 204**

 47. Plaintiff realleges and incorporates by reference the allegations in the preceding
paragraphs as if fully alleged herein. Lyft's conduct, as set forth above, in failing to pay drivers
the proper wages for all hours worked violates Cal. Labor Code § 204.

COUNT VIII
Waiting Time Penalties
Violation of Cal. Labor Code §§ 201-203

48. Plaintiff realleges and incorporates by reference the allegations in the preceding paragraphs as if fully alleged herein. Lyft failed to pay drivers their final wages pursuant to Cal. Labor Code §§ 201-203 and accordingly owes waiting time penalties pursuant to Cal. Labor Code § 203.

COUNT IX
Unfair Business Practices
Violation of Cal. Bus. & Prof. Code §17200, *et seq.*

49. Defendant's conduct, as set forth above, violates the California Unfair Competition Law, Cal. Bus. & Prof. Code § 17200 *et seq.* ("UCL"). Defendant's conduct constitutes unlawful business acts or practices, in that Defendant has violated the California Labor Code as described above. As a result of Defendant's unlawful conduct, Plaintiff suffered injury in fact and lost money and property, including, but not limited to business expenses they were required to pay (and was not reimbursed for) and wages that they were due. Pursuant to California Business and Professions Code § 17203, Plaintiff seeks declaratory and injunctive relief for Defendant's unlawful conduct and to recover restitution. The nature of this relief is in the public interest, since Defendant's violation of the Labor Code in misclassifying drivers across California like Plaintiff, and failing to provide them with protections of the Labor Code, harms the public interest (and not just Lyft drivers like Plaintiff), in that it burdens the government and taxpayers, as well as complying competitors, and also negatively harms the labor market as a whole, particularly in the delivery industry. Pursuant to California Code of Civil Procedure § 1021.5, Plaintiff is entitled to recover reasonable attorneys' fees, costs, and expenses incurred in bringing this action.

50. Moreover, Lyft's payroll practice of not providing delivery drivers with a comprehensive breakdown of their earnings, thereby preventing them from accurately cross-checking their earnings with the Proposition 22 guaranteed minimum, is an unfair business

1 practice insofar as it violates the spirit of the requirements placed on Network Companies by
2 Proposition 22.

3 51. This claim is brought by Plaintiff on behalf of a class of all similarly situated
4 individuals who entered into an agreement with Lyft to use the Lyft mobile application to offer
5 delivery services to customers in California since January 1, 2021 and performed at least one
6 delivery.
7

8 **COUNT X**
9 **Penalties Pursuant to Labor Code Private Attorneys General Act of 2004**
10 **Violation of Cal. Lab. Code §§ 2698, *et seq.*, 558**

11 52. Plaintiff realleges and incorporates by reference the allegations in the preceding
12 paragraphs as if fully alleged herein. Plaintiff is an aggrieved employee as defined by Cal. Lab.
13 Code § 2699(c) as he was employed by Lyft during the applicable statutory period and suffered
14 injury as a result of Lyft's Labor Code violations. Accordingly, Plaintiff seeks to recover on
15 behalf of the State of California, as well as himself and all other current and former aggrieved
16 employees of Lyft who have worked in California, the civil penalties provided by PAGA, plus
17 reasonable attorney's fees and costs.

18 53. Lyft delivery drivers are entitled to penalties for Lyft's violations of Cal. Lab.
19 Code §§ 132a, 201-204, 206.5, 207, 208, 210-214, 216, 218, 218.5, 218.6, 221-224, 225.5, 226,
20 226.3, 226.7, 226.8, 227, 227.3, 245-249, 351, 353, 432.4, 432.5, 450, 510, 512, 551-552, 558,
21 1174, 1174.5, 1182.12, 1194, 1194.2, 1194.3, 1197, 1197.1, 1198, 2753, 2802, 2804, 2810.5, and
22 4553 *et seq.* Plaintiff seeks civil penalties pursuant to PAGA for: (1) failure to reimburse
23 delivery driver employees for all necessary expenditures incurred in performing their duties,
24 including but not limited to owning or leasing their vehicles, fuel, phones, and data and by
25 requiring drivers to enter into contracts that impermissibly waive their right to reimbursement of
26 these expenses, in violation of Cal. Lab. Code §§ 2802, 2804, and 450; (2) the willful
27 misclassification of delivery workers as independent contractors in violation of Cal. Lab. Code
28 §§ 226.8 and 2753; (3) failure to assure that all delivery drivers received the appropriate

1 overtime premium for all overtime hours worked beyond forty per week or eight hours per day in
2 violation of Cal. Lab. Code §§ 1194, 1198, 510, and 554; (4) failure to provide proper itemized
3 wage statements in violation of Cal. Lab. Code § 226(a), 226.3, and Wage Order 9-2001; (5)
4 failure to pay the appropriate minimum wage for all hours worked in violation of Cal. Lab. Code
5 §§ 1197, 1194, 1194.3, 1182.12, 1194.2, 1197.1, 1199 and Wage Order 9-2001; (6) collecting
6 and/or withholding gratuities and failure to keep accurate records of gratuities in violation of Cal.
7 Lab. Code § 351, 353; (7) failure to pay for meal and rest periods in violation of Cal. Lab. Code
8 §§ 226.7, 512, 558, and 1198; (8) failure to timely pay all earned wages during employment and
9 upon termination and failing to conspicuously post notice of regular pay days in violation of Cal.
10 Lab. Code §§ 201-204, 207 and 208; (9) requiring drivers to release claims as a condition to
11 receiving paychecks in violation of Cal. Lab. Code § 206.5; (10) collecting and receiving wages
12 already paid in violation of Cal. Lab. Code § 221, 224; (11) failing to pay the costs of mandatory
13 drug testing and/or physical examinations in violation of Cal. Lab. Code § 222.5; (12) secretly
14 paying wages lower than required by statute in violation of Cal. Lab. Code § 223; (13) failing to
15 provide sick leave benefits and failing to provide written notice of paid sick leave or paid time
16 off to its delivery drivers in violation of Cal. Lab. Code §§ 245-49; (14) failure to provide one
17 day's rest in seven in violation of Cal. Lab. Code § 551, 552; (15) failure to provide written
18 notice of material terms of employment in violation of Cal. Lab. Code §§ 2810.5 and 432.5; (16)
19 failure to keep accurate records of hours worked and drivers' personal information in violation of
20 Cal. Lab. Code § 1174, 1174.5, and 1175; (17) willfully refusing to pay wages in violation of Cal.
21 Labor Code §§ 216, 218, 218.5, 218.6, and 225.5; (18) failing to pay out vested vacation time to
22 drivers in violation of Cal. Labor Code § 227.3; (19) causing delivery drivers to be injured on the
23 job through the serious and willful misconduct of the company in violation of Cal. Labor Code §
24 4553; and (20) failing to remit wages that it has withheld to benefit plans in violation of Cal.
25 Labor Code § 227.

26
27 54. Cal. Lab. Code § 2699(f) provides for civil penalties for violation of all Labor
28 Code provisions for which no civil penalty is specifically provided. There is no specified civil

penalty for violations of Cal. Lab. Code §§ 206.5, 351, 353, 2802, 2810.5. With respect to minimum wage violations under Cal. Lab. Code §§ 1197 and 1194, § 1197.1 imposes a civil penalty in addition to any other penalty provided by law of one hundred (\$100) for each underpaid employee for each pay period for which the employee is underpaid in addition to an amount sufficient to recover underpaid wages and liquidated damages, and, for each subsequent violation of Labor Code §§1197 and 1194, two hundred and fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid in addition to an amount sufficient to recover underpaid wages and liquidated damages. With respect to overtime violations under Labor Code §§ 510 and 558, the statute imposes a civil penalty in addition to any other penalty provided by law of fifty dollars (\$50) for initial violations for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover unpaid wages, and one hundred dollars (\$100) for subsequent violations for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. With respect to violations of Labor Code § 226(a), Labor Code § 226.3 imposes a civil penalty in addition to any other penalty provided by law of two hundred fifty dollars (\$250) per aggrieved employee for the first violation, and one thousand dollars (\$1,000) per aggrieved employee for each subsequent violation of Labor Code § 226(a). With respect to violations of Labor Code § 226.8, Labor Code § 226.8(b) imposes a civil penalty of not less than five thousand dollars (\$5,000) and not more than fifteen thousand dollars (\$15,000) for each violation. With respect to violations under Labor Code § 512, the statute imposes a civil penalty in addition to any other penalty provided by law of fifty dollars (\$50) for initial violations for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover unpaid wages, and one hundred dollars (\$100) for subsequent violations for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. With respect to violations of Labor Code § 204, the statute imposes a civil penalty in addition to any other penalty of one hundred dollars (\$100) for initial violations for

1 each underpaid employee and two hundred dollars (\$200) for subsequent violations for each
2 underpaid employee, plus 25% of the amount unlawfully withheld. With respect to violations of
3 Labor Code §§ 221, 223, the statute imposes a civil penalty in addition to any other penalty of
4 one hundred dollars (\$100) for initial violations for each underpaid employee and two hundred
5 dollars (\$200) for subsequent violations for each underpaid employee, plus 25% of the amount
6 unlawfully withheld. With respect to violations of Labor Code §§ 551, 552, the statute imposes
7 a civil penalty in addition to any other penalty provided by law of fifty dollars (\$50) for initial
8 violations for each underpaid employee for each pay period for which the employee was
9 underpaid in addition to an amount sufficient to recover unpaid wages, and one hundred dollars
10 (\$100) for subsequent violations for each underpaid employee for each pay period for which the
11 employee was underpaid in addition to an amount sufficient to recover underpaid wages. With
12 respect to violations of Labor Code § 1174, the statute imposes a civil penalty of five hundred
13 dollars (\$500). With respect to violations of Labor Code § 246, the statute imposes a civil
14 penalty of the dollar amount of paid sick days withheld multiplied by three, or two hundred fifty
15 dollars (\$250) but not to exceed four thousand dollars (\$4000).
16

17 55. Plaintiff complied with the notice requirement of Cal. Lab. Code §2699.3 and
18 served a written notice to the California Labor & Workforce Development Agency (“LWDA”)
19 through its website’s online filing portal, and on Defendant Lyft via Certified Mail, return receipt
20 requested, on [Date]. It has been 65 days or more since the LWDA was notified of the Labor
21 Code violations asserted in this Complaint, and the LWDA has not provided any notice that it
22 will or will not investigate the alleged violations.
23

24 **PRAYER FOR RELIEF**

25 WHEREFORE, Plaintiffs request that this Court enter the following relief:

- 26 a. Declare and find that the Defendant violated Wage Order 9, the UCL, Cal. Lab. Code
27 §§ 201-204, 226(a), 226.7, 2802, 1194, 1197, 1198, 510, 554, and the Fair Labor
28 Standards Act, 29 U.S.C. § 201 et seq.;

- 1 b. Award compensatory damages, including all expenses and wages owed and all
2 damages stemming from the alleged use of tips to meet minimum-pay guarantees, in
3 an amount according to proof;
4
5 c. Award restitution for unfair business practices and for all claims arising out of or
6 relating to the statutory causes of action described herein;
7
8 d. Enter Judgment in Plaintiff's favor on her PAGA claim pursuant to Cal. Lab. Code
9 §2699(c);
10
11 e. Award penalties, including penalties for timely payment of wages upon discharge,
12 waiting time penalties, and PAGA penalties in an amount according to proof;
13
14 f. Award liquidated damages and exemplary and/or punitive damages;
15
16 g. Award pre- and post-judgment interest;
17
18 h. Award reasonable attorneys' fees, interest, costs, and expenses;
19
20 i. Award declaratory and injunctive relief (including public injunctive relief) in the
21 form of an order requiring Defendant to comply with the California Labor Code; and
22
23 j. Award any equitable remedies or any other relief to which the Plaintiff may be
24 entitled.
25

26 Respectfully submitted,

27 CAROL GREY, individually and in her capacity as
28 a Private Attorney General Representative,

By her attorney,

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Dated: December 9, 2024