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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

LILIA GARCÍA-BROWER, in her official capacity as Labor Commissioner for the State of California, Plaintiff, v. LYFT, INC.; DOES 1-20, inclusive, Defendants.	CASE NO. **Unlimited Jurisdiction** **COMPLAINT FOR INJUNCTIVE RELIEF, DAMAGES AND PENALTIES FOR (1) WILLFUL MISCLASSIFICATION OF EMPLOYEES AS INDEPENDENT CONTRACTORS, (2) FAILURE TO PAY MINIMUM WAGE, (3) FAILURE TO PAY OVERTIME WAGES, (4) FAILURE TO PAY WAGES FOR REST PERIODS, (5) FAILURE TO PAY REST PERIOD PREMIUM PAY, (6) FAILURE TO INDEMNIFY EMPLOYEES FOR BUSINESS EXPENSES, (7) FAILURE TO PROVIDE ITEMIZED WAGE STATEMENTS, (8) FAILURE TO COMPLY WITH PAID SICK LEAVE REQUIREMENTS, (9) FAILURE TO TIMELY PAY EARNED WAGES UPON SEPARATION FROM EMPLOYMENT, (10) FAILURE TO TIMELY PAY EARNED WAGES DURING EMPLOYMENT,**

(11) FAILURE TO PROVIDE NOTICE OF EMPLOYMENT INFORMATION

(No fee per Labor Code §§ 101, 101.5 and Government Code § 6103)

VERIFIED ANSWER REQUIRED PURSUANT TO CCP § 446

Plaintiff, LILIA GARCÍA-BROWER, in her official capacity as Labor Commissioner for the State of California, alleges as follows:

THE PARTIES TO THIS ACTION

1. Plaintiff is the Labor Commissioner for the State of California, and Chief of the Division of Labor Standards Enforcement ("DLSE" or "Plaintiff") of the Department of Industrial Relations for the State of California. (Labor Code §§ 21, 79.)

2. Plaintiff is authorized to enforce all provisions of the Labor Code and Industrial Welfare Commission ("IWC") orders governing wages, hours and working conditions of California employees. (Labor Code §§ 61, 90.5(b), and 95(a)). It is the policy of the State of California to "vigorously enforce minimum labor standards in order to ensure employees are not required or permitted to work under substandard unlawful conditions or for employers that have not secured the payment of compensation, and to protect employers who comply with the law from those who attempt to gain a competitive advantage at the expense of their workers by failing to comply with minimum labor standards." (Labor Code § 90.5.)

3. As part of her enforcement powers, Plaintiff is authorized, pursuant to Labor Code § 98.3(b), to prosecute actions for the collection of wages and other moneys payable to employees or to the State arising out of an employment relationship or order of the IWC. Labor Code § 217 expressly empowers the Labor Commissioner to enforce the provisions of Labor Code §§ 200-244, which include the Code section requiring payment of premium pay for failure to comply with IWC wage order meal and rest period requirements, and Code sections authorizing penalties for an employer's failure to timely pay wages due to employees during employment or upon separation of employment, or for an employer's failure to comply with requirements pertaining to itemized wage statements. Plaintiff is expressly authorized, pursuant to Labor Code § 226.8, to enforce that Code

section which prohibits the willful misclassification of employees as independent contractors. Labor Code § 248.5 expressly authorizes the Labor Commissioner to enforce the paid sick leave requirements set out in Labor Code §§ 245-249. Labor Code § 1193.6 expressly authorizes the Labor Commissioner to file and prosecute a civil action to recover unpaid minimum wages or unpaid overtime compensation, owed to any employee under Labor Code §§ 1171-1206 or under any IWC order. Furthermore, Plaintiff is authorized, pursuant to Labor Code § 1194.5, to seek injunctive relief to prevent further violations of any of the laws, regulations or IWC orders governing wages, hours of work, and working conditions for employees. Labor Code § 2802 expressly empowers the Labor Commissioner to file a court action to recover amounts due under that section, which requires employers to indemnify employees for business expenses.

4. At all relevant times herein, Defendant Lyft, Inc. (hereinafter "Lyft") has been registered with the Secretary of State as a Delaware corporation, engaged in the business of transportation as a ride hailing service, with its principal business office located in the City and County of San Francisco. Lyft provides on-demand transportation services throughout all counties in California. Lyft makes use of an on-demand transportation mobile application (hereinafter "app") to engage the services of its drivers, to receive orders from customer passengers, to assign and schedule its drivers to provide transportation services to those customer passengers, to collect the amounts owed by those customers (based on prices set by defendants) for those transportation services, and to pay its drivers for the services they provided to these customer passengers. The work performed by these drivers – driving – constitutes the very core of Lyft's business. Moreover, Lyft retains and/or exercises substantial control over its drivers, with restrictions on when, where and how the work may be performed.

5. The true names or capacities of defendants sued as Doe Defendants 1 through 20 are unknown to Plaintiff. Plaintiff is informed and believes, and on that basis, alleges that each of the Doe Defendants, their agents, employees, officers, and others acting on their behalf, are legally responsible for the conduct alleged herein. Plaintiff will amend her complaint to set forth the true names and capacities of the Doe Defendants and the allegations against them as soon as they are ascertained.

6. Each of the defendants was at all times mentioned herein an agent, partner, joint venturer, and/or representative of each of the other defendants and was at all times acting within the scope of such relationship.

JURISDICTION AND VENUE

7. The Superior Court has personal jurisdiction over each defendant named above because (1) each defendant is headquartered in or is a resident of the State of California, (2) each defendant is authorized to and conducts business in and across the State of California, and (3) each defendant otherwise has sufficient minimum contacts with and purposefully avails itself of the markets of this State, thus rendering the Superior Court's jurisdiction consistent with traditional notions of fair play and substantial justice. Lyft has its principal place of business at 185 Berry Street, Ste. 5000, San Francisco, CA 94107.

8. Venue is proper under Code of Civil Procedure § 395.5, because Lyft operates in and thousands of the illegal acts described below occurred in the County of Alameda.

BACKGROUND ALLEGATIONS

9. Lyft is a company that sells rides. As stated in its U.S. Securities and Exchange Commission Form S-1 Registration Statement, filed in March 2019, Lyft's mission is to "Improve people's lives with the world's best transportation." From its start-up in 2012, Lyft made a calculated business decision to misclassify its drivers as independent contractors rather than employees. At all times since the inception of Lyft's business, defendants have continued to misclassify their drivers as a means of unlawfully depriving these workers of a host of statutory protections applicable to employees, in direct contravention of California law.

10. To provide the hundreds of thousands of drivers needed to support the business model, Lyft solicits and employs a massive workforce of over 100,000 drivers throughout California for the purpose of transporting Lyft's customers. This driver workforce performs the service for which customers pay Lyft—transportation.

11. Lyft has been classified by the California Public Utilities Commission (CPUC) as a transportation network company (TNC). The CPUC defines a TNC as "a company or organization operating in California that provides transportation services using an online-enabled platform to

connect passengers with drivers using their personal vehicles." The CPUC has also classified Lyft as a charter-party carrier (TCP), which includes passenger transportation. The CPUC has authorized Lyft to provide services for "the transportation of persons by motor vehicle for compensation, whether in common or contract carriage, over any public highway in this state." (Pub. Util. Code § 5360.) The transportation of passengers for compensation within California requires operating authority from the CPUC, unless limited exemptions apply—such as taxicab service (which is subject to local city and county regulation) and medical transportation vehicles. (Public Utilities Code §§ 226 and 5353.)

12. On June 9, 2020, the CPUC issued a Scoping Memo and Ruling in Rulemaking 12-12-001 and stated that, based upon the enactment of AB 5 (Labor Code § 2750.5, codification of the "ABC" test), "for now, TNC drivers are presumed to be employees..." The CPUC's public comment period on the AB 5 question closes on August 7, 2020.

13. Through this misclassification, Lyft has engaged in a deliberate scheme to evade its obligations under California law – including, but not limited to the obligation to pay its drivers no less than the applicable minimum wage for all hours worked, to pay overtime compensation for overtime hours worked, to provide paid, duty-free rest periods during the workday, to reimburse the drivers for the cost of all equipment and supplies needed to perform their work and for work-related personal vehicle mileage, to provide paid sick leave, to provide accurate itemized wage deduction statements and other required notices containing required employment-related information, and to timely pay all wages owed during each driver's period of employment and upon separation of employment.

14. Lyft's unlawful business model, premised upon misclassification of employees as independent contractors, is built upon the misconception that employees can be designated as independent contractors and deprived of the benefits and security of the employment relationship if certain words are used to misclassify the relationship in a contract between the worker and the hiring entity.

15. In an opinion piece in the San Francisco Chronicle titled "Open Forum: Uber, Lyft ready to do our part for drivers" dated June 12, 2019, Lyft acknowledged its drivers face serious

concerns because of their misclassification as independent contractors and not employees, including "earnings stability [and] protections on the job..." Lyft, however, decried the possibility of properly classifying its drivers as employees, claiming that "a change to the employment classification of ride-share drivers would pose a risk to our business."

16. Recognizing the serious problem of misclassification and the harms it inflicts on workers, law-abiding businesses, taxpayers, and society as a whole, the California Legislature enacted Assembly Bill 5, which took effect on January 1, 2020. (Assem. Bill No. 5, 2019-2020 Reg. Sess. ("A.B. 5").) A.B. 5 codified and extended the California Supreme Court's unanimous decision in *Dynamex Operations W., Inc. v. Superior Court* (2018) 4 Cal.4th 903 ("*Dynamex*"). California law is clear: for the full range of protections afforded by the Industrial Welfare Commission ("IWC") wage orders, the Labor Code, and the Unemployment Insurance Code, workers are generally presumed to be employees unless the hiring entity can overcome this presumption by establishing *each* of the three factors in the strict "ABC" test: (A) the worker is free from the control and direction of the hiring entity in connection with the performance of the work, both under the contract for the performance of the work and in fact; (B) the worker performs work that is outside the usual course of the hiring entity's business; and (C) the worker is customarily engaged in an independently established trade, occupation or business of the same nature as the work performed. (Lab. Code § 2750.3(a)(1); *Dynamex, supra,* 4 Cal.5th at 957.)

17. Because the hiring entity must establish each of the three factors in the ABC test in order to lawfully classify a worker as an independent contractor, the hiring entity's failure to establish any one part of the ABC test results in the classification of the worker as an employee rather than an independent contractor. (*Dynamex, supra,* 4 Cal. 5th at 963.)

18. Lyft is a transportation company in the business of providing on-demand transportation services to customer passengers to their destination of choice at a price set, and controlled, by Lyft. The drivers who perform this work are employees of Lyft. The drivers provide Lyft's customer passengers with the transportation services that Lyft sells. Lyft publicly holds itself out to the public as providing transportation services in the form of on-demand rides.

19. As noted by federal District Judge Vince Chhabria in an order issued in 2020, "it is

now clear that drivers for companies like Lyft must be classified as employees." Chhabria explained, "California's new A.B. 5, which was passed in September 2019 and became operative January 1, 2020, makes clear that a company's workers must be classified as employees if the work they perform is not outside the usual course of the company's business... That test is obviously met here: Lyft drivers provide services that are squarely within the usual course of the company's business, and Lyft's argument to the contrary is frivolous." "But rather than comply with a clear legal obligation, companies like Lyft are thumbing their noses at the California Legislature, not to mention the public officials who have primary responsibility for enforcing A.B. 5." (*Rogers v. Lyft Inc.* (N.D. Cal. April 7, 2020) --- F.Supp.3d ---, 2020 WL 1684151.)

20. The work that drivers perform is central to Lyft's business. The fact that Lyft uses a cell phone or computer app as the instrumentality by which it hires its drivers, secures orders from customer passengers, communicates with its drivers regarding customer passenger orders, assigns work to its drivers, collects payments from customer passengers, and pays its drivers, does not transform Lyft from a transportation business into anything else. Without its drivers, Lyft's transportation business would not exist. Lyft cannot overcome the presumption that all of its drivers are employees because it cannot establish that any of its drivers "perform work that is outside the usual course of [Lyft's] business," as required under the "B prong" of the ABC test.

21. At all times relevant herein, Lyft requires its drivers, as a condition of employment, to enter into written agreements that, inter alia, restrict the manner in which the drivers are to perform their work. These agreements, drafted by Lyft, include standardized terms and conditions concerning the drivers' work and terms of compensation.

22. Lyft determines which drivers are eligible to provide transportation services.

23. Lyft sets restrictions on the types of vehicles the drivers may drive and the standards drivers must meet.

24. Lyft retains the right to terminate drivers or pause their ability to pick up customer passengers at any time based upon terms, conditions and policies unilaterally set by Lyft.

25. Lyft sets the fares customer passengers must pay for transportation services provided by drivers.

26. Lyft collects fare payments directly from customer passengers. Lyft reserves the right to increase the "service fee" charged to drivers.

27. Lyft has at all times unilaterally retained the right to change the fares charged to customer passengers at any time. Drivers' compensation is generally fares minus the "service fee" and "platform fee" Lyft charges, tolls, taxes and ancillary fees. Lyft's unilateral right to change fares at any time creates and maintains its right to control drivers' compensation.

28. Lyft sets the compensation that Lyft pays its drivers for transportation services provided to customer passengers.

29. Lyft handles claim and fare reconciliation, invoices and resolution of customer passenger and driver complaints.

30. Lyft retains all control to resolve driver complaints, compensation disputes, and conflicts between drivers and customer passengers.

31. Lyft monitors drivers' work hours and logs off drivers if they have been providing transportation services for 12 hours, prohibiting drivers from providing transportation services for six hours following the 12-hour period.

32. Lyft retains the right to dock a driver's pay if a customer passenger complains about the transportation service provided by the driver, such as an inefficient route.

33. Lyft tracks drivers through its app. Drivers are required to notify Lyft of the status of the transportation service, including accepting the customer passenger's request, arrival to pick up at the customer passenger's location, start of the trip and end of the trip. Lyft monitors and controls each driver's behavior while using the app.

34. Lyft sets and enforces specific rules for drivers to control customer passengers' ride experience. Defendants' detailed rules are designed to protect, build and enhance the Lyft reputation, brand and value. For example, drivers are given instructions on vehicle cleanliness, music, and prohibited topics of conversation with customer passengers.

35. Drivers may be suspended or terminated at Lyft's sole discretion. Lyft may stop dispatching rides through the app if it decides, again at its sole discretion, that a driver has acted inappropriately or violated one of its rules or standards. Such consequences may be issued for driver

behavior that Lyft considers undesirable, such as refusing to accept or cancelling too many rides, inadequate passenger satisfaction ratings, and using trip routes Lyft deems inefficient.

36. Lyft monitors and controls its drivers through its customer passengers rating system, which evaluates drivers' performance. Lyft uses these ratings to discipline or terminate drivers.

37. Lyft develops and make use of algorithms to direct driver behavior. For example, Lyft periodically and unilaterally implements "surge pricing" to mobilize drivers to drive in geographic areas and during times as needed to provide transportation services to Lyft customer passengers, and upon securing the services of a sufficient number of drivers to respond to customer needs, Lyft unilaterally cancels the "surge."

38. Lyft uses its authority to discipline drivers who attempt to precipitate "surge pricing" as a means of increasing driver compensation. For example, Lyft announced that drivers would be deactivated (*i.e.*, suspended or terminated) for engaging in the practice of temporarily going out of service by turning off the app before flight arrivals or other events likely to trigger an increase in demand for rides, in order to force Lyft's algorithms to implement "surge pricing." Through this threat of discipline, Lyft prevents drivers from undertaking efforts to maximize their compensation.

39. Lyft instructs its drivers on the character and quality of on-demand transportation services to be provided to customer passengers.

40. Lyft enforces its quality standards by controlling compensation and threatening deactivation to achieve the on-demand transportation service that Lyft has promised its customer passengers.

41. In the event of noncompliance or customer passenger complaints, Lyft may exercise its right to terminate a driver.

42. Lyft constantly monitors, surveils and reviews drivers' performance. Lyft tracks its drivers' hours, locations, movements, quality of service and other information while drivers are logged on to the Lyft app. Lyft uses this data for its own business purposes, in addition to controlling its drivers.

43. Lyft's agreements require drivers to acknowledge that a driver's failure to accept Lyft customer passenger requests for transportation creates a negative experience for those customer

passengers' use of Lyft's mobile app.

44. Lyft's agreements further require that drivers possess the appropriate and current level of training, expertise and experience to provide transportation services in a professional manner with due skill, care and diligence; and maintain high standards of professionalism, service and courtesy. .

45. Lyft drivers are subject to background and driving record checks in order to remain eligible to provide transportation services to Lyft customer passengers.

46. Both under their contracts with Lyft and in fact, none of Lyft's on demand transportation drivers have ever been free from the control and direction of Lyft in connection with the performance of their work for Lyft. As such, Lyft cannot meet the requirements of the "A prong" of the ABC test, and therefore cannot overcome the presumption that all of its drivers are employees, not independent contractors.

47. Lyft drivers are not engaged in an independently established trade, occupation, or business of the same nature as the work they perform for Lyft. Instead, drivers are transporting Lyft's customer passengers to generate income for Lyft.

48. There is no specialized skill required to transport Lyft's customer passengers by driving a vehicle.

49. Lyft does not require its drivers to hold a special license; only a driver's license is required.

50. Lyft drivers are not required to hold the necessary licenses and permits to operate an independent on-demand transportation trade, occupation or business, including but not limited to operating authority from the CPUC or a local taxi authority for the transportation of passengers for compensation within California.

51. Both under their contracts with Lyft and in fact, none of Lyft's on demand transportation drivers are engaged in an independently established trade, occupation, or business, and as such, Lyft cannot meet the requirements of the "C prong" of the ABC test, and therefore cannot overcome the presumption that all of its drivers are employees, not independent contractors.

52. Lyft is subject to IWC Wage Order 9-2001, which applies to the "transportation

industry." The transportation industry is defined in the order as "any industry, business, or establishment operated for the purpose of conveying persons or property from one place to another whether by rail, highway, air, or water, and all operations and services in connection therewith; and also includes storing or warehousing of goods or property, and the repairing, parking, rental, maintenance, or cleaning of vehicles."

53. IWC Wage Order 9-2001 has been in effect since January 1, 2001, and provides various substantive employee protections, including requirements for payment of no less than the minimum wage for all hours worked, payment of overtime compensation for overtime hours worked, paid rest periods, premium pay for failure to provide required paid rest periods, and a provision that employers must provide employees with tools or equipment required by the employer or necessary for the performance of the job. These IWC wage order requirements are valid, operative and enforceable as state law. (Labor Code §§ 1185, 1197, 1198, 1200.)

54. The California Supreme Court issued its decision in *Dynamex* on April 30, 2018, construing IWC Order 9-2001, holding that all of the protections of that wage order are available to employees employed by employers covered by the wage order, and that the hiring entity must establish all three factors of the ABC test in order to overcome the presumption of employee status. As this decision merely construed existing provisions of the IWC wage order, it applies retroactively with respect to the enforcement of requirements under the IWC orders and Labor Code provisions related to IWC wage order requirements.

55. Labor Code requirements that are wholly unrelated to IWC wage order requirements did not become subject to the ABC test until the effective date of AB 5, on January 1, 2020. Prior to January 1, 2020, the determination of whether a worker was an employee or an independent contractor, for the purpose of those Labor Code requirements wholly unrelated to IWC orders, was governed by *S. G. Borello & Sons, Inc. v. Department of Industrial Relations* (1989) 48 Cal.3d 341 ("*Borello*"), under which there is a rebuttable presumption of employee status, which may be challenged by the hiring entity through a multi-factor test under which no one factor is necessarily determinative, though certain factors are considered more significant than others. Even under *Borello*, Lyft'sdefendants' drivers were employees rather than independent contractors.

56. Emergency Rule 9 of the California Rules of Court, as revised on May 29, 2020, provides that notwithstanding any other law, the statutes of limitations for civil causes of action that exceed 180 days are tolled from April 6, 2020 to October 1, 2020. The limitations periods for the following causes of action are governed by this Emergency Rule.

FIRST CAUSE OF ACTION: WILLFUL MISCLASSIFICATION OF EMPLOYEES AS INDEPENDENT CONTRACTORS (Labor Code § 226.8)

57. Plaintiff incorporates by reference all of the allegations set forth hereinabove.

58. Under Labor Code § 226.8, it is unlawful for any person or employer to willfully misclassify an employee as an independent contractor. The statute provides that a person or employer found to have engaged in a pattern or practice of willful misclassification shall be subject to a civil penalty of not less than $10,000 for each such violation (and up to $25,000 for each such violation), in addition to other penalties or fines permitted by law.

59. At all times relevant herein, Lyft has engaged in a continuing pattern and practice of willfully misclassifying all of its drivers as independent contractors, notwithstanding that under California law, all of these drivers have been and are employees of Lyft, thereby violating Labor Code § 226.8.

60. Lyft is liable for civil penalties under Labor Code § 226.8 in the amount of not less than $10,000 for each Lyft driver misclassified as an independent contractor.

61. Unless enjoined by this Court from misclassifying its drivers as independent contractors, and from thereby denying these drivers the protections available to employees under the Labor Code and IWC Wage Order 9-2001, Lyft will continue to misclassify its drivers as independent contractors and thereby continue to deny them the protections available to employees under the Labor Code and IWC Wage Order 9-2001.

SECOND CAUSE OF ACTION: FAILURE TO PAY NOT LESS THAN THE MINIMUM WAGE FOR ALL HOURS WORKED (Labor Code § 1197; IWC Order 9-2001, § 4)

62. Plaintiff incorporates by reference all of the allegations set forth hereinabove.

63. Labor Code § 1197 and IWC Order 9-2001, § 4 require employers to pay their employees not less than the applicable minimum wage for all "hours worked," which includes all

time the employee is suffered or permitted to work, whether or not required to do so, and all time the employee is subject to the employer's control. (IWC Order 9-2001, § 2(H).) This compensable time includes time spent transporting customer passengers, time spent traveling from one job location to another during the course of a workday, time spent obtaining the required tools, equipment and supplies necessary to perform work, and on-call time during which the driver has logged on as "active" or "available" on the Lyft app during which the driver is required or expected to accept available on-demand transportation jobs, or is subject to adverse employment consequences for declining to accept an available job. The applicable minimum wage is the minimum wage required under state law, or the minimum wage required under an applicable local ordinance, whichever is higher. Employers must also pay separate hourly compensation for "non-productive" hours worked. Unlike the federal rule, under California law, the employer cannot average the total compensation for a pay period to determine whether its minimum wage obligations were met. (*Armenta v. Osmose, Inc.* (2005) 135 Cal.App.4th 314, 321-325; *Gonzalez v. Downtown L.A. Motors, LP* (2013) 215 Cal.App.4th 36, 50-54.)

64. At all times relevant herein, Lyft employed 26 or more employees, and thus, was subject to minimum wage requirements based on that number of employees. Lyft drivers worked the requisite number of hours required to trigger minimum wages required under applicable local ordinances.

65. Labor Code § 226.2 applies to employees who are paid on a piece-rate basis for any work performed during a pay period, and requires that payment be made to such employees for "non-productive time" on an hourly basis separate from the compensation derived through piece-rate earnings, at an hourly rate that is not less than the applicable minimum wage. The statute defines "non-productive time" as "time under the employer's control, exclusive of rest and recovery periods, that is not directly related to the activity being compensated on a piece-rate basis."

66. At all times relevant herein, Lyft has compensated its drivers for their services on a piece-rate basis, with Lyft paying the drivers a specified amount per ride, based on the distance and/or time spent in transporting each customer passenger from pick-up to drop-off. Lyft has not paid any compensation to its drivers for the activities that constitute "non-productive time" within

the meaning of section 226.2, including travel time driving from one customer passenger's location to another, time spent waiting for a customer passenger to arrive at the designated pick-up location, time spent procuring tools, equipment or supplies in order to perform transportation services, time spent cleaning the driver's vehicle to conform to Lyft's requirements, and on-call time during which the driver has logged on as "active" or "available" on the Lyft app and is required or expected to accept available transportation jobs, or is subject to adverse employment consequences for declining to accept an available job. Lyft may not "borrow" from wages paid to drivers for productive time to meet the independent obligation to pay for all "non-productive," uncompensated hours worked. Such a scheme is in direct violation of *Armenta v. Osmose, Inc.* (2005) 135 Cal.App.4th 314.

67. Lyft's failure to pay for the above-described non-productive time constitutes a violation of Labor Code § 226.2, and a violation of the obligation to pay no less than the applicable minimum wage for all hours worked, as specified at Labor Code § 1197, and IWC Order 9-2001, § 4(A). Under these provisions, Lyft's drivers are entitled to payment of the applicable minimum wage for all such uncompensated time.

68. Labor Code § 1194.2 provides that in any action filed by the Labor Commissioner pursuant to Labor Code § 1193.6 to recover unpaid minimum wages owed to any employees, the employees shall be entitled to recover, in addition to the unpaid minimum wages, liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

69. Lyft's drivers who are owed unpaid minimum wages stemming from its failure to pay wages for "non-productive time" within the meaning of Labor Code § 226.2, are therefore entitled to recover, in addition to the unpaid minimum wages, liquidated damages from Lyft pursuant to Labor Code § 1194.2.

70. Labor Code § 1197.1(a) provides for the imposition of civil penalties against an employer or other person acting as an officer or agent of the employer, for paying less than the applicable minimum wage for any hours worked by an employee. Section 1197.1 sets the amount that must be awarded for an intentional initial violation at $100 for each underpaid employee for each pay period for which the employee was underpaid, in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Labor Code § 1194.2, and any applicable

penalties pursuant to Labor Code § 203; and the amount that must be awarded for each subsequent violation, whether intentional or not, at $250 for each underpaid employee for each pay period for which the employee was underpaid, in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Labor Code § 1194.2, and any applicable penalties pursuant to Labor Code § 203.

71. Lyft's failure to pay at least the applicable minimum wage to its drivers for "non-productive" hours worked was intentional, within the meaning of Labor Code § 1197.1(a), and subjects Lyft to civil penalties as provided by that statute.

THIRD CAUSE OF ACTION: FAILURE TO PAY OVERTIME COMPENSATION FOR OVERTIME HOURS WORKED (Labor Code § 510; IWC Order § 3(A))

72. Plaintiff incorporates by reference all of the allegations set forth hereinabove.

73. Labor Code § 510 and IWC Order 9-2001, § 3(A) require payment of overtime compensation, at not less than one and one-half times the employee's regular rate of compensation, for all hours worked in excess of 8 hours and up to 12 hours in any workday, for all hours worked in excess of 40 hours in any workweek, and for the first 8 hours worked on the seventh day of work in any one workweek; and payment of overtime compensation at not less than twice the employee's regular rate of compensation for all hours worked in excess of 12 hours in any workday, and for all hours worked in excess of 8 hours on the seventh day of work in any one workweek.

74. At all relevant times herein, Lyft has failed to pay overtime compensation to its drivers who work more than 8 hours in a workday or 40 hours in a workweek or for any work performed on the seventh day of work in any one workweek, thereby violating Labor Code § 510 and IWC Order 9-2001, § 3(A).

75. Lyft owes overtime compensation to its drivers who have performed overtime work as provided by Labor Code § 510 and IWC Order 9-2001, § 3(A).

76. Labor Code § 558 provides for the imposition of a civil penalty as to "any employer or other person acting on behalf of an employer who violates, or causes to be violated" Labor Code § 510 or any provision regulating hours or days of work in any IWC order. Section 510 sets the amount that must be awarded for an initial violation at $50 for each underpaid employee for each

pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages, and the amount that must be awarded for each subsequent violation at $100 for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.

77. As a consequence of Lyft's failure to pay required overtime compensation to its drivers, Lyft is subject to civil penalties for violations committed as provided by Labor Code § 558.

FOURTH CAUSE OF ACTION: FAILURE TO PAY WAGES FOR REST PERIODS (Labor Code § 226.2; IWC Order 9-2001, § 12(A))

78. Plaintiff incorporates by reference all of the allegations set forth hereinabove.

79. IWC Order 9-2001, § 12(A) requires every employer to authorize and permit employees to take *paid* rest periods, with such rest periods expressly deemed to constitute "hours worked." Under Section 12(A) of this IWC order, such "authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof," with no duty to provide a rest period to an employee whose daily work time is less than three and one-half hours. Thus, one paid rest period must be made available to the employee if the employee works at least three and one-half hours but not more than six hours in a day, a second paid rest period must be provided to the employee if the employee works more than six hours and up to 10 hours in a day, and a third paid rest period must be provided to the employee if the employee works more than 10 hours and up to 14 hours in a day, etc. Section 12(A) of the IWC Order expressly provides that these required rest periods "shall be counted as hours worked from which there shall be no deduction from wages." Because such rest periods are "counted as hours worked," they must be paid at not less than the minimum wage, in accordance with § 4(A) of the Wage Order.

80. Labor Code § 226.2 requires employers to provide their employees who are compensated on a piece-rate basis with separate hourly compensation for required rest periods, in an amount not less than the higher of (a) the average hourly rate for each workweek under a formula set out in the statute, or (b) the applicable minimum wage. Payment of piece-rate compensation does not serve to provide any compensation for required rest periods.

81. At all times relevant herein, Lyft has failed to provide any separate, hourly compensation to its drivers for required rest periods. These required rest periods have been completely uncompensated by Lyft. As such, Lyft violated the requirements set forth in IWC Order 9-2001 and Labor Code § 226.2 that *paid* rest periods be made available to employees.

82. As a consequence of Lyft's failure to pay its drivers for required rest periods, each driver is entitled to payment of unpaid wages for each such required rest period in an amount not less than the higher of the applicable minimum wage, or the driver's average hourly wage rate under the formula set at Labor Code § 226.2.

83. As a further consequence of Lyft's failure to pay its drivers any wages for their required rest periods, thereby violating the requirement set out in the Labor Code and IWC Order for payment of not less than the minimum wage for all hours worked, Lyft's drivers are entitled to liquidated damages under Labor Code § 1194.2 in an amount equal to the unpaid minimum wages plus interest.

84. Lyft's failure to pay its drivers at least the applicable minimum wage for their required rest periods was intentional, within the meaning of Labor Code § 1197.1, and subjects defendants to civil penalties.

FIFTH CAUSE OF ACTION: FAILURE TO PAY REST PERIOD PREMIUM PAY (Labor Code § 226.7(c); IWC Order 9-2001, § 12(B))

85. Plaintiff incorporates by reference all of the allegations set forth hereinabove.

86. Labor Code § 226.7(c) provides that if an employer fails to provide an employee with a rest period "in accordance with a state law, including ... an applicable ... order of the Industrial Welfare Commission," the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided. A similar requirement is set out at IWC Order 9-2001, § 12(B).

87. By failing to provide any compensation to their drivers for required rest periods, Lyft failed to provide rest periods "in accordance with ... [the] applicable ... order of the Industrial Welfare Commission," as specified at IWC Order 9-2001, § 12(A).

88. As a consequence of Lyft's failure to provide legally mandated, paid rest periods to

their drivers, Lyft is subject to the premium pay provisions of Labor Code § 226.7(c) and IWC Order 9-2001, § 12(B), under which Lyft's drivers are entitled to payment of one hour of rest period premium pay for each workday that a required paid rest period was not provided in accordance with the wage order's requirements. Lyft has failed to pay its drivers for legally mandated rest periods and therefore owes them one hour of premium pay for each day in which three and one half hours or more were worked.

89. Labor Code § 558 provides that any employer, or other person acting on behalf of an employer, who violates or causes to be violated, a section of this chapter (Labor Code § 500, *et seq.*) or any provision regarding hours and days of work in any order of the IWC shall be subject to a civil penalty, in addition to the underpaid wages which must be paid to the affected employees. Similar authorization for these civil penalties is found at IWC Order 9-2001, § 20.

90. The failure to pay its employees required rest period premium pay subjects Lyft to civil penalties under Labor Code § 558 and IWC Order 9-2001, § 20.

SIXTH CAUSE OF ACTION: FAILURE TO INDEMNIFY EMPLOYEES FOR NECESSARY BUSINESS EXPENSES (Labor Code § 2802; IWC Order 9-2001, § 9)

91. Plaintiff incorporates by reference all of the allegations set forth hereinabove.

92. Labor Code § 2802 requires every employer to indemnify each of its employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of the employee's duties, or of his or her obedience to the directions of the employer. In accord, IWC Order 9-2001, § 9 requires employers to pay for, or indemnify employees for required tools or equipment necessary for the performance of the job. Pursuant to Labor Code § 2804, any contract or agreement, express or implied, made by any employee to waive the benefits of these protections is null and void.

93. During the COVID-19 pandemic, Lyft created a "company store" for its drivers to purchase safety and/or personal protective equipment ("PPE"), such as face masks, sanitizing wipes, sanitizing spray, and physical partitions separating Lyft's customer passengers from the driver. Defendants know that these items are required for drivers to perform their work safely. The costs

Lyft drivers have incurred purchasing products to protect their own health and safety during the COVID-19 pandemic, in addition to that of Lyft's customer passengers, were reasonable and incurred as the direct result of discharging their duties to provide transportation services to Lyft customer passengers and/or at the direction of Lyft.

94. Lyft is required to pay for required safety devices, safeguards and equipment purchased by its drivers, including those purchased in response to the COVID-19 pandemic. (Labor Code §§ 6400, 6401 and 6403.)

95. At all relevant times herein, in following the directions issued by defendants or in order to carry out their job duties, defendants' drivers have been required to purchase various items or services including but not limited to: (a) fuel, (b) vehicle, vehicle washes, supplies for vehicle cleaning and maintenance, vehicle repair tools and supplies, (c) tolls, (d) insurance, including but not limited to automobile insurance, to insure the activities of the driver while performing transportation services for defendants, (e) cell phone and cell phone service in order to remain connected to the Lyft app through which the drivers receive job assignments, (f) taxes, (g) ancillary fees, and (h) workers' compensation insurance. Lyft's drivers have been required to use their own vehicles to drive from assignment to assignment during the workday, thus incurring expenses for the mileage driven for these purposes, including but not limited to the cost of fuel, vehicle maintenance and depreciation. Lyft knew that its drivers were incurring these business expenses. Lyft's drivers' business expenses were reasonable and incurred as the direct result of discharging their duties to provide transportation services to Lyft customer passengers and/or at the direction of Lyft. As such, the expenses incurred by Lyft's drivers for these items and services must be reimbursed by Lyft pursuant to Labor Code § 2802.

96. Lyft has failed to indemnify its drivers for any of the above-listed incurred necessary business expenses, thereby violating Labor Code § 2802 and IWC Order 9, § 9. Lyft's drivers are entitled to indemnification from Lyft for these expenses in accordance with Labor Code § 2802 and IWC Order 9, § 9.

97. Labor Code § 2699(f) provides for a civil penalty for violations of "all provisions of this code except those for which a civil penalty is specifically provided," in the amount of $100 for

each aggrieved employee per pay period for an initial violation, and $200 for each aggrieved employee per pay period for each subsequent violation. Lyft is subject to this civil penalty for its violations of Labor Code § 2802.

98. Prior to filing this action, the Labor Commissioner served a written notice upon Lyft, by certified mail, of the allegations set out in this cause of action, and the facts and theories in support of these allegations, pursuant to Labor Code §§ 2802 and 2699(f).

SEVENTH CAUSE OF ACTION:
FAILURE TO PROVIDE ITEMIZED WAGE STATEMENTS (Labor Code § 226)

99. Plaintiff incorporates by reference all of the allegations set forth hereinabove.

100. Labor Code § 226(a) requires employers provide their employees, semi-monthly or at the time of payment of wages, an accurate, written itemized wage statement showing: (1) gross wages earned, (2) total hours worked, (3) the number of piece rate units earned and any applicable piece rate if the employee is paid on a piece rate basis, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of the employee's social security number or some other employee identification number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period, and the corresponding number of hours worked at each hourly rate.

101. Labor Code § 226(e) provides that an employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or $50 for the initial pay period in which a violation occurs and $100 per employee for each violation in a subsequent pay period, not to exceed $4,000 per employee. Subdivision (e) further provides that an employee is deemed to suffer an injury for purposes of this statute if the employer fails to provide a wage statement, or if the employer fails to provide accurate and complete information as required by one or more of the nine items specified in subdivision (a) and the employee cannot promptly and easily determine, from the provided wage statement alone, gross or net wages paid during the pay period, or total hours worked by the employee during the pay period, or the number of piece rate units earned and all applicable piece

rates, or all hourly rates in effect during the pay period and the number of hours worked at each hourly rate.

102. At all relevant times herein, Lyft failed to provide its drivers with any written itemized wage deduction statements, or the wage deduction statements that were provided failed to provide accurate and complete information as to one or more of the nine items specified in Labor Code § 226(a), such that the drivers could not promptly and easily determine, from any such provided wage statements, their total hours worked during the pay period, or the number of piece rate units earned and all applicable piece rates, or all of the hourly rates that were in effect during the pay period and the number of hours worked at each hourly rate.

103. Lyft's failure to comply with Labor Code § 226(a) has been knowing and intentional, and as a consequence of said failure, all of Lyft's drivers have suffered injury within the meaning of Labor Code § 226(e), such that each driver is entitled to liquidated damages in the amount of $50 for the initial pay period of non-compliance, and $100 for each subsequent pay period of non-compliance, in an amount not to exceed $4,000 per driver.

104. Lyft's failure to comply with Labor Code § 226(a) further subjects it to civil penalties pursuant to Labor Code § 226.3.

105. Labor Code § 226.3 states that an employer who violates Labor Code § 226(a) shall be subject to a civil penalty in the amount of $250 per employee per violation in an initial citation and $1,000 per employee for violation in a subsequent citation for which the employer fails to provide the employee a wage statement or fails to keep the records required by Labor Code § 226(a). The civil penalties provided in this section are in addition to any other penalty provided by law.

EIGHTH CAUSE OF ACTION: FAILURE TO COMPLY WITH PAID SICK LEAVE REQUIREMENTS (Labor Code §§ 245-249)

106. Plaintiff incorporates by reference all of the allegations set forth hereinabove.

107. In 2014, the State Legislature enacted the Healthy Workplaces, Healthy Families Act of 2014 ("HWHF Act"), under which any employee who, on or after July 1, 2015, works in California for the same employer for 30 or more days within a year of commencement of employment is entitled to paid sick days as specified at Labor Code §§ 246-246.5. The HWHF Act

further requires, at Labor Code § 247.5, that every employer maintain records of hours worked and paid sick leave accrued and used by its employees, and to provide such information to its employees on itemized wage statements each time wages are paid, and not less than twice per month.

108. Lyft has never provided for the accrual of paid sick time to their drivers, has never provided paid sick days to their drivers, and has never provided their drivers with the information required by Labor Code § 247.5, thereby violating requirements of the HWHF Act.

109. Labor Code § 248.5(c) states that where the Labor Commissioner files a civil action to secure compliance with the HWHF Act, the Labor Commissioner is entitled to recover the costs of investigating and remedying the violation, with the violating employer subject to an order to pay the State a sum of not more than $50 for each day a violation occurs or continues for each employee whose rights under the HWHF Act were violated. The Labor Commissioner has incurred and continues to incur such costs, thereby subjecting Lyft to liability under this provision.

110. Labor Code § 248.5(e) provides that in any action brought by the Labor Commissioner against an employer or other person violating the HWHF Act, available relief shall include the payment of liquidated damages for each employee in the amount of $50 for each day that the employee's rights under the HWHF Act were violated, up to a maximum of $4,000 per employee.

111. As a consequence of Lyft's violations of the HWHF Act, Lyft is liable for liquidated damages payable to its drivers, in the amounts specified in Labor Code § 248.5(e).

NINTH CAUSE OF ACTION: FAILURE TO TIMELY PAY EARNED WAGES UPON SEPARATION OF EMPLOYMENT (Labor Code §§ 201, 202, 203)

112. Plaintiff incorporates by reference all of the allegations set forth hereinabove.

113. Labor Code § 201 requires an employer that discharges an employee to pay all earned and unpaid wages to such employee immediately upon discharge. Labor Code § 202 requires an employer to pay all earned and unpaid wages to an employee who quits within 72 hours of quitting, unless the employee provided 72 hours prior notice of intention to quit, in which case the earned and unpaid wages must be paid to the employee at the time of quitting.

114. Labor Code § 203(a) provides that an employer that willfully fails to pay a separated

employee all earned and unpaid wages in accordance with Sections 201 or 202 shall be required to pay a penalty to such employee in an amount equal to the employee's per diem wage rate multiplied by 30 days, unless all required wages were paid within 30 days of the date the wages were due under Sections 201 or 202 (in which case the Section 203 penalties only run from the date the wages were due until the date they were paid), or unless the action to recover the wages is filed within 30 days of the date the wages were due under Sections 201 or 202 (in which case the Section 203 penalties only run from the date the wages were due until the date the lawsuit was filed). Under Labor Code § 203(b), suit may be filed for penalties due under the statute at any time before expiration of the statute of limitations on an action for wages on which the penalties arose.

115. Lyft's failure to timely pay its drivers their earned wages, including minimum wages, rest period wages, rest period premium wages, and/or overtime wages required under IWC Wage Order 9-2001, in a timely manner upon separation from employment as required by Labor Code §§ 201 and 202, was willful within the meaning of Labor Code § 203. Lyft is therefore subject to statutory penalties pursuant to Labor Code § 203, as to all drivers who separated from employment with Lyft.

TENTH CAUSE OF ACTION: FAILURE TO TIMELY PAY EARNED WAGES DURING EMPLOYMENT (Labor Code §§ 204, 210)

116. Plaintiff incorporates by reference all of the allegations set forth hereinabove.

117. Labor Code § 204 requires that during the course of an employee's employment, all wages earned are due and payable on the regularly scheduled payday, and no less frequently than twice per month, with labor performed between the 1st and 15th days of any month to be paid not later than the 26th of the month, and labor performed between the 16th and last day of the month to be paid not later than the 10th day of the following month.

118. Pursuant to Labor Code § 210, the failure to pay wages to employees as required by Labor Code § 204 subjects the person or entity that failed to pay such wages to a civil penalty of $100 for each failure to pay each employee for any initial non-willful and non-intentional violation, and a civil penalty of $200 plus 25 percent of the amount unlawfully withheld from each employee for each failure to pay each employee for any willful or intentional violation or for any subsequent

non-willful and non-intentional violation.

119. Lyft's failure to pay required minimum wages, rest period wages, rest period premium pay, and overtime wages to its drivers on the pay days for which such wages were due under Labor Code § 204 violated the requirements of that statute, and these violations were willful or intentional, thereby subjecting Lyft to civil penalties under Labor Code § 210.

120. Prior to filing this action, the Labor Commissioner made a written demand upon Lyft for payment of amounts due for civil penalties under Labor Code §§ 204 and 210.

ELEVENTH CAUSE OF ACTION: FAILURE TO PROVIDE NOTICE OF EMPLOYMENT RELATED INFORMATION (Labor Code § 2810.5 and § 2699 (f))

121. Plaintiff incorporates by reference all of the allegations set forth hereinabove.

122. Labor Code § 2810.5(a)(1) requires an employer, at the time of hiring, to provide each employee written notice, in the language the employer normally uses to communicate employment-related information to the employee, containing the following information:

(a) The rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, as applicable.

(b) Allowances, if any, claimed as part of the minimum wage, including meal or lodging allowances.

(c) The regular payday designated by the employer in accordance with the requirements of this code.

(d) The name of the employer, including any "doing business as" names used by the employer.

(e) The physical address of the employer's main office or principal place of business, and a mailing address, if different.

(f) The telephone number of the employer.

(g) The name, address, and telephone number of the employer's workers' compensation insurance carrier.

(h) That an employee: may accrue and use sick leave; has a right to request and

use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates.

(i) Any other information the Labor Commissioner deems material and necessary.

123. Labor Code § 2810.5(b) further mandates that employers "notify" their employees "in writing of any changes to the information set forth in the notice within seven calendar days after the time of the changes."

124. At all times relevant herein, Lyft failed to provide its drivers with the employment-related information required from employers at the time of hire, including but not limited to their rates of pay, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, and all required information regarding paid sick leave.

125. At all times relevant herein, Lyft failed to provide its drivers written notice of any changes to the employment-related information required under Labor Code § 2810.5(a)(1), including but not limited to their rates of pay.

126. Lyft's failure to provide its drivers notice of the required employment-related information in Labor Code § 2810.5(a)(1), and provide its drivers timely notice of any changes in the employment-related information, such as rates of pay, constitutes a violation of Labor Code § 2810.5(a) and (b).

127. Lyft's violation of Labor Code § 2810.5(a) and (b) therefore subjects it to civil penalties under Labor Code § 2699(f).

128. Prior to filing this action, the Labor Commissioner served a written notice upon Lyft, by certified mail, of the allegations set out in this cause of action, and the facts and theories in support of these allegations, pursuant to Labor Code §§ 2810.5 and 2699(f).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Lilia García-Brower, in her official capacity as Labor Commissioner for the State of California, prays for the following relief:

1. Entry of an order, pursuant to Labor Code §§ 226.8 and 1194.5, enjoining Lyft, and

its officers, directors, managers and agents from misclassifying Lyft's drivers as independent contractors, and from failing to provide them with the protections available to employees under the Labor Code and IWC Order 9-2001, and requiring Lyft to post, on its Internet Web site and on its app a notice that sets forth that: (a) the court has found that Lyft has committed serious violations of the law by engaging in the willful misclassification of employees, (b) Lyft has changed its business practices in order to avoid committing further violations of the law prohibiting the misclassification of employees as independent contractors, (c) any employee who believes that he or she is being misclassified as an independent contractor may contact the Office of the State Labor Commissioner at a specified mailing address, email address, and telephone number, and (d) this notice is being posted pursuant to a court order;

2. Entry of judgment, in favor of Plaintiff in the amounts set forth below, or according to proof:

(a) Unpaid wages owed to Lyft's drivers, and interest thereon pursuant to Labor Code §§ 218.6 and 1194, as follows:

(i) Minimum wages pursuant to Labor Code § 1197 and IWC Order 9-2001 § 4;

(ii) Rest period wages pursuant to Labor Code § 226.2 and IWC Order 9-2001 § 12(A), and rest period premium wages pursuant to Labor Code § 226.7 and IWC Order 9-2001 § 12(B); and

(iii) Overtime wages pursuant to Labor Code § 510 and IWC Order 9-2001 § 3(A);

(b) Liquidated damages owed to Lyft's drivers pursuant to Labor Code § 1194.2;

(c) Unreimbursed business expenses incurred by Lyft's drivers and interest thereon, pursuant to Labor Code § 2802 and IWC Order 9-2001 § 9;

(d) Liquidated damages for Lyft's failure to provide its drivers with complete and accurate itemized wage statements, pursuant to Labor Code § 226(e);

(e) Liquidated damages for Lyft's failure to comply with paid sick leave law requirements and compensation to the State for the costs of investigating and remedying the violations, pursuant to Labor Code § 248.5(c) and (e);

(f) Statutory penalties owed to Lyft's drivers for failure to timely pay wages upon separation

from employment, pursuant to Labor Code § 203;

(g) Civil penalties payable to the State, for the following violations:

(i) Pursuant to Labor Code § 226.8, for Lyft's willful misclassification of employees as independent contractors;

(ii) Pursuant to Labor Code § 1197.1, for Lyft's minimum wage violations;

(iii) Pursuant to Labor Code §558 and § 20 of IWC Order 9-2001, for Lyft's overtime and rest period violations; and

(iv) Pursuant to Labor Code § 210, for Lyft's failure to pay minimum wages, rest period wages, rest period premium pay, and overtime wages to its drivers on the pay days when such wages were due under Labor Code § 204;

(v) Pursuant to Labor Code § 226.3, for Lyft's failure to provide employees with wage statements that comply with the requirements of Labor Code § 226(a);

(vi) Pursuant to Labor Code § 2699(f), for Lyft's failure to reimburse its drivers for necessary business expenses as required by Labor Code § 2802; and

(vii) Pursuant to Labor Code § 2699(f), for Lyft's failure to provide its drivers notice of the required employment-related information in Labor Code § 2810.5(a) and (b).

3. An order granting Plaintiff her costs, and reasonable attorneys' fees in accordance with Labor Code §§ 226(e), 248.5(e), 1193.6, and 2802; and

4.. Such other and further relief as the Court deems just and proper.

Dated: August 5, 2020

David M. Balter
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