

Counsel listed on following page.

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

PATRICK COTTER, ALEJANDRA MACIEL,  
and JEFFREY KNUDTSON, on behalf of  
themselves and all others similarly situated,

Plaintiffs,

v.

LYFT, INC.,

Defendant.

Case No.: 3:13-cv-04065-VC

Hon. Vince Chhabria

**FOURTH AMENDED COMPLAINT  
FOR: (1) FIRST VIOLATION OF THE  
CALIFORNIA UNFAIR  
COMPETITION LAW (CAL. BUS. &  
PROF. CODE § 17200, *et seq.*); (2)  
CONVERSION; (3) FAILURE TO PAY  
MINIMUM WAGE (CAL. LAB. CODE  
§§ 1194, 1197, CAL. CODE REGS. TIT.  
8 § 11090); (4) SECOND VIOLATION  
OF THE CALIFORNIA UNFAIR  
COMPETITION LAW (CAL. BUS. &  
PROF. CODE § 17200, *et seq.*); (5)  
FAILURE TO FURNISH ACCURATE  
WAGE STATEMENTS (CAL. LAB.  
CODE § 226); (6) REIMBURSEMENT  
(CAL. LAB. CODE § 2802); (7) THIRD  
VIOLATION OF THE CALIFORNIA  
UNFAIR COMPETITION LAW (CAL.  
BUS. & PROF. CODE § 17200, *et seq.*);  
AND (8) PENALTIES PURSUANT TO  
THE LABOR CODE PRIVATE  
ATTORNEYS GENERAL ACT OF  
2004 (CAL. LAB. CODE § 2698, *et seq.*)**

**CLASS ACTION**

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1 Plaintiffs Patrick Cotter, Alejandra Maciel, and Jeffrey Knudtson (hereafter “Plaintiffs”),  
2 by and through their attorneys, bring this action on behalf of themselves and all others similarly  
3 situated against Defendant Lyft, Inc. (hereafter “Lyft” or “Defendant”) and hereby allege as  
4 follows:  
5

6 **I. NATURE OF THE ACTION**

- 7 1. Lyft is a San Francisco-based car service that refers to itself as a “ride-sharing business.”  
8 Through its software implemented in the Lyft mobile phone application (the “Lyft  
9 Platform”), Lyft provides a means to enable a person who seeks transportation to a  
10 destination via automobile (“Rider(s)”) to be picked up by a nearby person who is willing  
11 to transport the Rider to his or her destinations via automobile (“Driver(s)”).
- 12 2. This is a California class action<sup>1</sup> that challenges Lyft’s policy of misclassifying its  
13 Drivers as “independent contractors” unprotected by the California Labor Code. Because  
14 Drivers are in fact Lyft employees, this action also challenges Lyft’s policy of taking  
15 20% of gratuity payments given by Riders to Lyft’s Drivers, an illegal practice under  
16 California Labor Code § 351, which prohibits an employer from taking any amount of  
17 gratuity given to an employee. Lyft’s violation of Cal. Lab. Code § 351 is also a violation  
18 of Cal. Bus. & Prof. Code § 17200, *et seq.* This action also challenges Lyft’s failure to  
19 pay its Drivers the minimum wage under California law in violation of Cal. Lab. Code §  
20 1194, Cal. Lab. Code § 1197, and Wage Order 9. Lyft’s failure to pay minimum wage is  
21 also a violation of Cal. Bus. & Prof. Code § 17200, *et seq.* This matter also challenges  
22 Lyft’s practice of failing to provide its Drivers with wage statements that accurately  
23 reflect, for example, their hours worked or rates of pay in violation of California Labor  
24 Code § 226, and Lyft’s practice of failing to reimburse its Drivers for mileage costs in  
25 violation Cal. Lab. Code § 2802.  
26

27 <sup>1</sup> Plaintiffs do not waive their right to assert claims on behalf of a national class, and for appellate purposes reserve  
28 their rights with respect to this issue.

**II. JURISDICTION**

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2  
3 3. This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1332 because the  
4 amount in controversy between Lyft and each named Plaintiff exceeds \$75,000, inclusive  
5 of all recoverable attorneys’ fees and penalties, exclusive of interest and costs, and  
6 because Plaintiff Maciel is a citizen of a Mexico and Lyft is a citizen of California. The  
7 Court also has continuing jurisdiction over this matter because, at the time of filing, it had  
8 jurisdiction pursuant to 28 U.S.C. § 1332(d).

**III. VENUE**

9  
10 4. This Court is the proper venue for this matter pursuant to 28 U.S.C. § 1391 because a  
11 substantial part of the events giving rise to Plaintiffs’ claims and the claims of putative  
12 class members occurred in the Northern District of California. Specifically, the policies  
13 and practices at issue in this litigation were and are implemented at Lyft’s principal place  
14 of business in San Francisco, California.

**IV. THE PARTIES**

15  
16 5. Plaintiff Patrick Cotter is a citizen of Washington, domiciled in Seattle. Plaintiff Cotter  
17 provided services as a Lyft Driver starting in September 2012. Plaintiff Cotter’s  
18 employment with Lyft was terminated by Lyft in January 2013.

19 6. Plaintiff Alejandra Maciel is a citizen of Mexico, domiciled in Tlayacapan, Mexico.  
20 Plaintiff Maciel provided services as a Lyft Driver starting on August 9, 2013. Plaintiff  
21 Maciel’s employment with Lyft was terminated by Lyft on September 13, 2013.

22 7. Plaintiff Jeffrey Knudtson is a citizen of California, domiciled in Santa Barbara. Plaintiff  
23 Knudtson began providing services as a Lyft Driver in October 2013 and is currently a  
24 Lyft Driver. At various times, it has not been uncommon for Plaintiff to work for Lyft ten  
25 hours per day, seven days per week.

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1 8. Defendant Lyft, Inc. is a Delaware corporation with its headquarters and principal place  
2 of business in San Francisco, CA. Lyft’s accounting, human resources, and all other  
3 departments are located in its San Francisco, CA headquarters.  
4

5 **V. FACTUAL ALLEGATIONS**

6 9. As described above, Lyft is a San Francisco-based car services that refers to itself as a  
7 “ride-sharing business” that uses its “Lyft Platform” software to “match” an individual  
8 who needs a ride (a Rider) with someone willing to provide a ride (a Driver).<sup>2</sup>

9 10. Lyft’s business works as follows: The Lyft Platform is implemented via an application  
10 that must be downloaded to an iPhone or Android-based cellular phone by all Drivers and  
11 any prospective Rider. If a prospective Rider is in need of a Driver, the Rider uses the  
12 application to request a ride from a Driver in the Rider’s geographical vicinity. All  
13 available Lyft Drivers in the vicinity are informed of the request via the Lyft application.  
14 The first Lyft Driver to accept a request is then “matched” with the Rider, and proceeds  
15 to pick up the Rider and transport him or her to his or her destination.

16 11. Lyft expects its Drivers to accept all incoming requests from Riders unless the Driver is  
17 in the process of transporting another Rider at the time of a request.

18 12. Drivers can receive requests whenever they indicate via the Lyft application that they are  
19 available to provide rides.

20 13. Drivers and Riders were and are required to agree to the Lyft’s Terms of Services  
21 (“TOS”) as a prerequisite to utilizing the Lyft Platform.

22 14. Lyft’s uniform TOS provides that the agreement is governed by the laws of the State of  
23 California without regard to choice of law principles.

24 15. Lyft’s uniform TOS and all policies therein were drafted, created, implemented, and  
25 carried out in the state of California.  
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27 <sup>2</sup> Plaintiffs are three of many Lyft Drivers throughout California, and accordingly the term “Driver” or “Drivers” as  
28 used herein is a term intended to encompass all Lyft Drivers in California, including Plaintiffs.

1 16. Lyft misclassifies its Drivers as “independent contractors” rather than employees  
2 protected by the California Labor Code.

3 17. In fact and pursuant to California law, all Lyft Drivers are properly considered employees  
4 for reasons including, but not limited to, the following:

- 5 a. Pursuant to Lyft’s uniform business model, Drivers provide a service (i.e.,  
6 transporting Riders) that benefits Lyft;  
7  
8 b. Pursuant to Lyft’s uniform TOS, Lyft retains the right to terminate Drivers  
9 for any or no reason, without explanation, at any time;  
10  
11 c. Pursuant to Lyft’s uniform TOS, Lyft retains the right to terminate Drivers  
12 if, in Lyft’s discretion, the Driver behaved in a way that could be regarded  
13 as inappropriate;  
14  
15 d. Pursuant to Lyft’s uniform business model, Drivers do not engage in a  
16 business distinct from Lyft’s business; rather, Drivers’ services are the  
17 primary or sole source of income for Lyft;  
18  
19 e. Pursuant to Lyft’s uniform TOS, Lyft does not require Drivers to possess  
20 any skill above and beyond that necessary to obtain a normal driver’s  
21 license;  
22  
23 f. Pursuant to Lyft’s uniform business model, Drivers’ tenure with Lyft was  
24 for an indefinite period of time;  
25  
26 g. Pursuant to Lyft’s uniform business model, Lyft provides Drivers with the  
27 only instrumentality by which a Driver can perform services for Lyft,  
28 namely Lyft’s software;  
h. Pursuant to Lyft’s uniform TOS, Lyft does not require Drivers to invest in  
any equipment or materials required for his or her services; rather all  
Drivers must already own or have the legal right to operate a vehicle in  
good operating condition before he or she can work as a Lyft Driver. All

1 Drivers must also already be named on an insurance policy covering the  
2 Driver's vehicle before he or she can work as a Lyft Driver;

- 3 i. Pursuant to Lyft's uniform policy, Drivers must place a large pink  
4 mustache provided by Lyft on the front of the Driver's vehicle while the  
5 Driver is in the course of transporting a Rider;
- 6 j. Pursuant to Lyft's uniform TOS, Lyft prohibits Drivers from setting rates  
7 of pay for their services; rather, their rates are determined by Lyft;
- 8 k. Pursuant to Lyft's uniform TOS, Lyft requires its Drivers to consent to  
9 receiving email communications and text messages from Lyft, which  
10 include message notification emails, emails or text messages informing  
11 Drivers of potential available Riders, and emails or text messages  
12 informing Drivers of Lyft's promotions. Drivers are required to pay for  
13 receiving these text messages at the rate applied by the Driver's mobile  
14 phone service provider;
- 15 l. Pursuant to Lyft's uniform policy, Drivers must undergo a two hour  
16 training session during which Drivers are told how to interact and  
17 converse with Riders;
- 18 m. Pursuant to Lyft's uniform policy, Drivers' vehicles are evaluated for  
19 aesthetic purposes, including cleanliness, and Drivers' vehicles must pass  
20 this appearance evaluation in order for Drivers to work for Lyft;
- 21 n. Pursuant to Lyft's uniform TOS, Lyft retains the right to shut down the  
22 Lyft Platform and the Lyft application, thereby retaining the right to  
23 prevent Drivers from picking up Riders;
- 24 o. Pursuant to Lyft's uniform TOS, Lyft, at its sole discretion, may make  
25 available promotion offers to Riders without consulting with its Drivers;
- 26  
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- p. Pursuant to Lyft’s uniform policy, Lyft retains the right to take adverse action against Drivers who do not work hours they are signed up to work;
- q. Pursuant to Lyft’s uniform policy, Lyft retains the right to take adverse action against Drivers who do not accept a request for a ride from a Rider;
- r. Pursuant to Lyft’s uniform policy, Lyft retains the right to take adverse action against Drivers who cancel requested rides prior to picking up the passenger;
- s. Pursuant to Lyft’s uniform policy, Drivers are required to watch training videos that instruct them on how to interact with Riders;
- t. Pursuant to Lyft’s uniform policy, Drivers are not permitted to transport Riders more than 60 miles;
- u. Pursuant to Lyft’s uniform policy, Lyft advertises that Drivers receive an average hourly rate of pay;
- v. Pursuant to Lyft’s uniform TOS, Lyft procures insurance that provides Drivers with automobile liability insurance;
- w. Pursuant to Lyft’s uniform policy, Lyft maintains records of Drivers’ hours worked;
- x. Pursuant to Lyft’s uniform policy, Drivers are not permitted to hire their own employees to drive for Lyft; and
- y. Pursuant to Lyft’s uniform policy, Drivers are required to abide by Lyft’s “Rules of the Road” and instructions on their available “FAQs.”

18. Despite the fact that Drivers are, in fact, Lyft employees, Lyft, during the relevant time period, took 20% of the gratuity given by Riders to Drivers as an “administrative fee.”

19. During the time period in which payments by Lyft Riders were voluntary donations, Lyft was prohibited from taking any portion of the gratuity given by Riders to Drivers (i.e., the “administrative fee”) because, pursuant to Cal. Lab. Code § 351, such voluntary



1 payments were sole property of Lyft Drivers.

2 20. Despite the fact that Drivers are, in fact, Lyft employees, Lyft nevertheless failed to pay  
3 its Drivers any wage, including minimum wage during the time period in which payments  
4 by Lyft Riders were voluntary donations because it is impermissible to credit gratuities  
5 given by Riders to Drivers to Lyft’s minimum wage obligation under California law.

6 21. Despite the fact that Drivers are, in fact, Lyft employees, Lyft nevertheless failed to  
7 provide its Drivers with itemized wage statements showing the information required by  
8 California Labor Code § 226.

9 22. Despite the fact that Drivers are, in fact, Lyft employees, Lyft nevertheless failed to  
10 reimburse its Drivers for the mileage costs they necessarily incurred because Lyft Drivers  
11 must use automobiles to transport Riders.  
12

13 **VI. CLASS ACTION ALLEGATIONS**

14 **Plaintiffs’ Claims for Conversion and First Claim for Violation of Cal. Bus. & Prof. Code §**  
15 **17200, *et seq.***

16 23. Plaintiffs’ claims for conversion and their claims pursuant to Cal. Bus. & Prof. Code §  
17 17200, *et seq.* are brought on behalf of themselves and all others similarly situated  
18 pursuant to the class action mechanism set forth in Federal Rule of Civil Procedure 23.

19 24. This putative class is defined as:

20 “All individuals who worked as Lyft Drivers in California during the time period  
21 in which payments by Lyft Riders were voluntary donations who had a gratuity  
22 payment from one or more Riders reduced by Lyft’s administrative fee.”<sup>3</sup>

23 25. Plaintiffs hereafter refer to this putative class as the “Gratuity Class.”  
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27 <sup>3</sup> Plaintiffs are informed and believe that Lyft’s policies that underlie this action began in May 2012. Given the  
28 statutes of limitations on Plaintiffs’ claims for conversion (three years) and pursuant to Cal. Bus. & Prof. Code §  
17200, *et seq.*, (four years), no further temporal limitation on the class definition is required.

1 **A. ASCERTAINABILITY**

2 26. It is administratively feasible to determine the members of the Gratuity Class through  
3 Lyft’s records because Lyft maintains all Drivers’ personal information, including  
4 contact information and pay records.  
5

6 **B. NUMEROSITY**

7 27. While Plaintiffs are unaware of the exact number of Lyft Drivers in California, they are  
8 informed and believe that there are hundreds if not thousands of Drivers geographically  
9 dispersed throughout California.

10 **C. COMMONALITY**

11 28. Members of the Gratuity Class share common issues of fact, including but not limited to:  
12 a. Whether Drivers are subject to the uniform TOS and policies identified  
13 above; and  
14 b. Whether, during the time period in which payments by Lyft Riders were  
15 donations voluntary, pursuant to Lyft’s uniform TOS, Lyft took a 20%  
16 administrative fee from gratuities given to Drivers by Riders, regardless of  
17 the amount of the gratuity.

18 29. Members of the Gratuity Class share common issues of law, including:  
19 a. Whether members of the Gratuity Class were misclassified by Lyft as  
20 independent contractors under California law;  
21 b. Whether Lyft unlawfully took as “administrative fees” gratuities given to  
22 members of the Gratuity Class in violation of Cal. Lab. Code § 351; and  
23 c. Whether Lyft’s conduct in violating of Cal. Lab. Code § 351 is an  
24 unlawful business practice pursuant to Cal. Bus. & Prof. Code § 17200, *et*  
25 *seq.*

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1 30. The common issues of law can be answered with proof common to members of the  
2 Gratuity Class, including:

- 3 a. Lyft’s TOS, to which Lyft and all Drivers must agree;  
4 b. Lyft’s policies and practices applicable to all Drivers, including policies  
5 that tend to show Drivers are in fact employees rather than independent  
6 contractors;  
7 c. Lyft’s policies or practices concerning its “administrative fee;” and  
8 d. All other facts common to the Gratuity Class alleged above.  
9

10 **D. TYPICALITY**

11 31. Plaintiffs’ claims are typical of the claims of all members of the Gratuity Class. First,  
12 Plaintiffs, like all members of the Gratuity Class, were misclassified by Lyft as  
13 independent contractors.

14 32. Second, Plaintiffs, like all members of the Gratuity Class, were harmed by Lyft’s policy  
15 of taking an “administrative fee” from gratuities given by Riders to Drivers.

16 **E. ADEQUACY**

17 33. Plaintiffs are members of the Gratuity Class and will fairly and adequately represent and  
18 protect the interests of the members of the Gratuity Class. Plaintiffs have no conflicts of  
19 interests with members of the Gratuity Class.

20 34. Counsel for Plaintiffs are competent and experienced in litigating employment-based  
21 class actions, including actions based on alleged misclassification.

22 **F. PREDOMINANCE**

23 35. Common questions of law and fact predominate over individual issues in this action for  
24 several reasons. First, the issue of misclassification can be resolved with proof of Lyft  
25 policies applicable to all Drivers in the Gratuity Class, including but not limited to the  
26 Lyft’s uniform TOS. Second, the issue of Lyft’s liability under Cal. Lab. Code § 351 can  
27 be established as to all members of the Gratuity Class with proof that Lyft took an  
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1 “administrative fee” from every gratuity given by a Rider to a Driver during the time  
2 period in which payments by Lyft Riders were voluntary donations.

3 **G. SUPERIORITY**

4 36. A class action is superior to all other available methods for the fair and efficient  
5 adjudication of this controversy. Because of the relatively small monetary value of the  
6 claims asserted by members of the Gratuity Class, most if not all members of the Gratuity  
7 Class would likely find the cost of individually litigating their claims against Lyft to be  
8 prohibitive. Further, thousands of individual proceedings in lieu of a class action would  
9 be an unnecessary burden on the court system as well as the parties. Additionally, many  
10 members of the Gratuity Class may be unaware that they have legal recourse against Lyft  
11 for the conduct alleged herein.  
12

13 **VII. CLASS ACTION ALLEGATIONS**

14 **Plaintiffs’ Minimum Wage Claims Pursuant to Cal. Lab. Code § 1194, Cal. Lab. Code §**  
15 **1197, Wage Order 9 and Second Claim for Violation of Cal. Bus. & Prof. Code § 17200, *et***  
16 ***seq.***

17 37. Plaintiffs’ claims pursuant to Cal. Lab. Code § 1194, Cal. Lab. Code § 1197, and Wage  
18 Order 9, as well as Plaintiffs’ second claim for violation of Cal. Bus. & Prof. Code §  
19 17200, *et seq.*, for Lyft’s failure to pay minimum wage are brought on behalf of  
20 themselves and all others similarly situated pursuant to the class action mechanism set  
21 forth in Federal Rule of Civil Procedure 23.

22 38. This putative class is defined as:

23 “All individuals who worked as Lyft drivers in California during the time period  
24 in which payments by Lyft Riders for Lyft rides were voluntary donations.”<sup>4</sup>

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26 <sup>4</sup> Plaintiffs are informed and believe that Lyft’s policies that underlie this action began in May 2012. Given the  
27 statutes of limitations on Plaintiffs’ claims for failure to pay minimum wage (three years) and their claims for  
28 violation of Cal. Bus. & Prof. Code § 17200 (four years) arising from their minimum wage claims, no temporal  
limitation on the class definition is required.

1 39. Plaintiffs hereafter refer to this putative class as the “Minimum Wage Class.”

2 **A. ASCERTAINABILITY**

3 40. It is administratively feasible to determine the members of the Minimum Wage Class  
4 through Lyft’s records because Lyft maintains all Drivers’ personal information,  
5 including contact information and driving time records.

6 **B. NUMEROSITY**

7 41. While Plaintiffs are unaware of the exact number of Lyft Drivers in California, they are  
8 informed and believe that there are hundreds if not thousands of Drivers geographically  
9 dispersed throughout the California.

10 **C. COMMONALITY**

11 42. Members of the Minimum Wage Class share common issues of fact, including but not  
12 limited to:

- 13
- 14 a. Whether Drivers are subject to the uniform TOS and policies identified
  - 15 above; and
  - 16 b. Whether, pursuant to Lyft’s uniform policy, Drivers are not paid minimum
  - 17 wage for hours worked.

18 43. Members of the Minimum Wage Class share common issues of law, including:

- 19
- 20 a. Whether members of the Minimum Wage Class were misclassified by
  - 21 Lyft as independent contractors under California law;
  - 22 b. Whether Lyft unlawfully failed to pay members of the Minimum Wage
  - 23 Class minimum wage as required by California law;
  - 24 c. Whether Lyft’s conduct in violating of Cal. Lab. Code § 1194, Cal. Lab.
  - 25 Code § 1197, and Wage Order 9 is an unlawful business practice pursuant
  - 26 to Cal. Bus. & Prof. Code § 17200, *et seq.*; and
  - 27 d. Whether members of the Minimum Wage Class are entitled to liquidated
  - 28 damages for Lyft’s failure to pay minimum wage.

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44. The common issues of law can be answered with proof common to members of the Minimum Wage Class, including:
- a. Lyft’s TOS, to which Lyft and all Drivers must agree;
  - b. Lyft’s policies and practices applicable to all Drivers, including policies that tend to show Drivers are in fact employees rather than independent contractors;
  - c. Lyft’s policies or practices concerning (or lack thereof) concerning its payment of minimum wage to Drivers; and
  - d. All other facts common to the Minimum Wage Class alleged above.

11 **D. TYPICALITY**

12 45. Plaintiffs’ claims are typical of the claims of all members of the Minimum Wage Class.  
13 First, Plaintiffs, like all members of the Minimum Wage Class, were misclassified by  
14 Lyft as independent contractors.

15 46. Second, during the time period in which payments by Lyft Riders were voluntary  
16 donations, Plaintiffs, like all members of the Minimum Wage Class, were not paid wages  
17 for any hours worked for Lyft.

18 **E. ADEQUACY**

19 47. Plaintiffs are members of the Minimum Wage Class and will fairly and adequately  
20 represent and protect the interests of the members of the Minimum Wage Class. Plaintiffs  
21 have no conflicts of interests with members of the Minimum Wage Class.

22 48. Counsel for Plaintiffs are competent and experienced in litigating employment-based  
23 class actions, including actions based on alleged misclassification.

24 **F. PREDOMINANCE**

25 49. Common questions of law and fact predominate over individual issues in this action for  
26 several reasons. First, the issue of misclassification can be resolved with proof of Lyft  
27 policies applicable to all Drivers in the Minimum Wage Class, including but not limited  
28

1 to the Lyft’s uniform TOS. Second, the issue of Lyft’s liability under Cal. Lab. Code §  
2 1194, Cal. Lab. Code § 1197, Wage Order 9, and Cal. Bus. & Prof. Code § 17200, *et*  
3 *seq.*, can be established as to all members of the Minimum Wage Class with proof that  
4 Lyft does not pay any of its Drivers any wages.

5 **G. SUPERIORITY**

6 50. A class action is superior to all other available methods for the fair and efficient  
7 adjudication of this controversy. Because of the relatively small monetary value of the  
8 claims asserted by members of the Minimum Wage Class, most if not all members of the  
9 Minimum Wage Class would likely find the cost of individually litigating their claims  
10 against Lyft to be prohibitive. Further, thousands of individual proceedings in lieu of a  
11 class action would be an unnecessary burden on the court system as well as the parties.  
12 Additionally, many members of the Minimum Wage Class may be unaware that they  
13 have legal recourse against Lyft for the conduct alleged herein.  
14

15 **VIII. CLASS ACTION ALLEGATIONS**

16 **Plaintiffs’ Claims Pursuant to Cal. Lab. Code § 226**

17 51. Plaintiffs’ claims for inaccurate wage statements pursuant to Cal. Lab. Code § 226 is  
18 brought on behalf of themselves and all others similarly situated pursuant to the class  
19 action mechanism set forth in Federal Rule of Civil Procedure 23.

20 52. This putative class is defined as:

21 “All individuals who worked or currently work as Lyft drivers in California from  
22 January 1, 2013, through the disposition of this action.”<sup>5</sup>

23 53. Plaintiffs hereafter refer to this putative class as the “Wage Statement Class.”

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27 <sup>5</sup> The temporal limitation on this class is based on the January 1, 2013 amendment of Cal. Lab. Code § 226 to state  
28 “An employee is deemed to suffer injury for purposes of this subdivision if the employer fails to provide a wage  
statement.”

1 **A. ASCERTAINABILITY**

2 54. It is administratively feasible to determine the members of the Wage Statement Class  
3 through Lyft's records because Lyft maintains all Drivers' personal information,  
4 including contact information.

5 **B. NUMEROSITY**

6 55. While Plaintiffs are unaware of the exact number of Lyft Drivers in California, they are  
7 informed and believe that there are hundreds if not thousands of Drivers geographically  
8 dispersed throughout California.

9 **C. COMMONALITY**

10 56. Members of the Wage Statement Class share common issues of fact, including but not  
11 limited to:

- 12 a. Whether Drivers are subject to the uniform TOS and policies above; and
- 13 b. Whether, pursuant to Lyft's business model, Drivers were not and are not  
14 provided with wage statements that comply with Cal. Lab. Code § 226.

15 57. Members of the Wage Statement Class share common issues of law, including:

- 16 a. Whether members of the Wage Statement Class were misclassified by  
17 Lyft as independent contractors under California law; and
- 18 b. Whether Lyft unlawfully failed to provide members of the Wage  
19 Statement Class with wage statements that comply with Cal. Lab. Code §  
20 226.

21 58. The common issues of law can be answered with proof common to members of the Wage  
22 Statement Class, including:

- 23 a. Lyft's TOS, to which Lyft and all Drivers must agree;
- 24 b. Lyft's policies and practices applicable to all Drivers, including policies  
25 that tend to show Drivers are in fact employees rather than independent  
26 contractors;
- 27
- 28



1 c. Lyft's policies or practices (or lack thereof) concerning wage statements  
2 for its Drivers; and

3 d. All other facts common to the Wage Statement Class alleged above.  
4

5 **D. TYPICALITY**

6 59. Plaintiffs' claims are typical of the claims of all members of the Wage Statement Class.

7 First, Plaintiffs, like all members of the Wage Statement Class, were misclassified by  
8 Lyft as independent contractors.

9 60. Second, Plaintiffs, like all members of the Wage Statement Class, never received a wage  
10 statement that complied with Cal. Lab. Code § 226.

11 **E. ADEQUACY**

12 61. Plaintiffs are members of the Wage Statement Class and will fairly and adequately  
13 represent and protect the interests of the members of the Wage Statement Class. Plaintiffs  
14 have no conflicts of interests with members of the Wage Statement Class.

15 62. Counsel for Plaintiffs are competent and experienced in litigating employment-based  
16 class actions, including actions based on alleged misclassification.

17 **F. PREDOMINANCE**

18 63. Common questions of law and fact predominate over individual issues in this action for  
19 several reasons. First, the issue of misclassification can be resolved with proof of Lyft  
20 policies applicable to all Drivers, including but not limited to the Lyft TOS. Second, the  
21 issue of Lyft's liability under Cal. Lab. Code § 226 can be established with proof that  
22 Lyft never provided wage statements to its Drivers.

23 **G. SUPERIORITY**

24 64. A class action is superior to all other available methods for the fair and efficient  
25 adjudication of this controversy. Because of the relatively small monetary value of the  
26 claims asserted by members of the Wage Statement Class, most if not all members of the  
27 Wage Statement Class would likely find the cost of individually litigating their claims  
28

1 against Lyft to be prohibitive. Further, thousands of individual proceedings in lieu of a  
2 class action would be an unnecessary burden on the court system as well as the parties.  
3 Additionally, many members of the Wage Statement Class may be unaware that they  
4 have legal recourse against Lyft for the conduct alleged herein.  
5

6 **IX. CLASS ACTION ALLEGATIONS**

7 **Plaintiffs’ Claims for Reimbursement Pursuant to Cal. Lab. Code § 2802 and Third Claim**  
8 **for Violation of Cal. Bus. & Prof. Code § 17200, et seq.**

9 65. Plaintiffs’ claims for reimbursement under Cal. Lab. Code § 2802, as well as Plaintiffs’  
10 fourth claim for violation of Cal. Bus. & Prof. Code § 17200, et seq., is brought on behalf  
11 of themselves and all others similarly situated pursuant to the class action mechanism set  
12 forth in Federal Rule of Civil Procedure 23.

13 66. This putative class is defined as:

14 “All individuals who worked or currently work as Lyft drivers in California.”<sup>6</sup>

15 67. Plaintiffs hereafter refer to this putative class as the “Reimbursement Class.”

16 **A. ASCERTAINABILITY**

17 68. It is administratively feasible to determine the members of the Reimbursement Class  
18 through Lyft’s records because Lyft maintains all Drivers’ personal information,  
19 including contact information and records of miles driven.

20 **B. NUMEROSITY**

21 69. While Plaintiffs are unaware of the exact number of Lyft Drivers in California, they are  
22 informed and believe that there are hundreds if not thousands of Drivers geographically  
23 dispersed throughout California.  
24

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26 <sup>6</sup> Plaintiffs are informed and believe that Lyft’s policies that underlie this action began in May 2012. Given the  
27 statutes of limitations on Plaintiffs’ claims for reimbursement (three years) and their claims for violation of Cal. Bus.  
28 & Prof. Code § 17200 (4 years) arising from their reimbursement claims, no temporal limitation on the class  
definition is required.

1 **C. COMMONALITY**

2 70. Members of the Reimbursement Class share common issues of fact, including but not  
3 limited to:

- 4 a. Whether Drivers are subject to the uniform TOS and policies identified
- 5 above; and
- 6 b. Whether pursuant to Lyft’s uniform policy, Drivers are not reimbursed for
- 7 necessary and reasonable mileage costs.
- 8

9 71. Members of the Reimbursement Class share common issues of law, including:

- 10 a. Whether members of the Gratuity Class were misclassified by Lyft as
- 11 independent contractors under California law;
- 12 b. Whether mileage costs incurred by Lyft Drivers are “necessary and
- 13 reasonable” business expenditures; and
- 14 c. Whether Lyft unlawfully failed to reimburse Drivers for mileage costs in
- 15 violation of Cal. Lab. Code § 2802.

16 72. The common issues of law can be answered with proof common to members of the  
17 Reimbursement Class, including:

- 18 a. Lyft’s TOS, to which Lyft and all Drivers must agree;
- 19 b. Lyft’s policies and practices applicable to all Drivers, including policies
- 20 that tend to show Drivers are in fact employees rather than independent
- 21 contractors;
- 22 c. The common nature of all Drivers’ employment responsibilities (i.e.,
- 23 transporting Riders via automobile);
- 24 d. Lyft’s policies or practices concerning mileage reimbursement; and
- 25 e. All other facts common to the Gratuity Class alleged above.

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1 **D. TYPICALITY**

2 73. Plaintiffs' claims are typical of the claims of all members of the Reimbursement Class.  
3 First, Plaintiffs, like all members of the Reimbursement Class, were misclassified by Lyft  
4 as independent contractors.

5 74. Second, Plaintiffs, like all members of the Reimbursement Class, were harmed by Lyft's  
6 policy of failing to pay Drivers for mileage costs.

7 **E. ADEQUACY**

8 75. Plaintiffs are members of the Reimbursement Class and will fairly and adequately  
9 represent and protect the interests of the members of the Reimbursement Class. Plaintiffs  
10 have no conflicts of interests with members of the Reimbursement Class.

11 76. Counsel for Plaintiffs are competent and experienced in litigating employment-based  
12 class actions, including actions based on alleged misclassification.

13 **F. PREDOMINANCE**

14 77. Common questions of law and fact predominate over individual issues in this action for  
15 several reasons. First, the issue of misclassification can be resolved with proof of Lyft  
16 policies applicable to all Drivers in the Gratuity Class, including but not limited to the  
17 Lyft's uniform TOS. Second, the issue of Lyft's liability under Cal. Lab. Code § 2802  
18 and Cal. Bus. & Prof. Code § 17200 can be established as to all members of the Gratuity  
19 Class with proof that Lyft does not pay for mileage expenses incurred by any Lyft  
20 Drivers, and proof that all Drivers' mileage costs are necessarily incurred as a direct  
21 result of their employment with Lyft.

22 78. Further, Lyft has no policy in place that allowed or allows any Driver to request  
23 reimbursement for mileage.

24 **G. SUPERIORITY**

25 79. A class action is superior to all other available methods for the fair and efficient  
26 adjudication of this controversy. Because of the relatively small monetary value of the  
27  
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1 claims asserted by members of the Reimbursement Class, most if not all members of the  
2 Reimbursement Class would likely find the cost of individually litigating their claims  
3 against Lyft to be prohibitive. Further, thousands of individual proceedings in lieu of a  
4 class action would be an unnecessary burden on the court system as well as the parties.  
5 Additionally, many members of the Reimbursement Class may be unaware that they have  
6 legal recourse against Lyft for the conduct alleged herein.  
7

8 **X. FIRST CLAIM**

9 **Violation of Business & Professions Code § 17200, et seq.**

10 **Arising from Violation of Cal. Lab. Code § 351**

11 80. Plaintiffs, on behalf of themselves and members of the Gratuity Class, reallege and  
12 incorporate by reference the allegations in the preceding paragraphs as if fully alleged  
13 herein.

14 81. Pursuant to California law, Lyft was and/or is the employer of Plaintiffs and members of  
15 the Gratuity Class.

16 82. Pursuant to Cal. Lab. Code § 351, it is unlawful for an employer to collect, take, or  
17 receive any gratuity or a part thereof that is paid, given to, or left for an employee by a  
18 patron.

19 83. During the time period in which payments by Lyft Riders were voluntary donations, Lyft  
20 unlawfully collected, took, or received a portion of the gratuities paid, given, or left by  
21 Riders to or for Drivers despite the fact that the full amount of the gratuities paid, given,  
22 or left by Riders to or for Drivers was the sole property of the Drivers.

23 84. Lyft’s unlawful taking of gratuities constitutes an unlawful business practice prohibited  
24 by California Business & Professions Code § 17200, et seq. and is independently  
25 actionable under California Business & Professions Code § 17200, et seq.

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1 85. As a result of Lyft’s unlawful conduct, Plaintiffs and members of the Gratuity Class  
2 suffered economic losses in the amount of the administrative fees deducted from the  
3 gratuities given to them by Riders and are entitled to restitution in that amount.  
4

5 **XI. SECOND CLAIM**

6 **Conversion**

7 86. Plaintiffs, on behalf of themselves and members of the Gratuity Class, reallege and  
8 incorporate by reference the allegations in the preceding paragraphs as if fully alleged  
9 herein.

10 87. Pursuant to California law, Lyft was and/or is the employer of Plaintiffs and members of  
11 the Gratuity Class.

12 88. Plaintiffs and members of the Gratuity Class had a right to possess the full amount of  
13 gratuities given to them by Riders. Such gratuities are considered property under  
14 California Law. *See* Cal. Lab. Code § 351.

15 89. During the time period in which payments by Lyft Riders were voluntary donations, Lyft  
16 wrongfully and illegally took from Plaintiffs and members of the Gratuity Class a portion  
17 of the gratuities given to Plaintiffs and members of the Gratuity Class by Riders as an  
18 “administrative fee.”

19 90. Plaintiffs and members of the Gratuity Class suffered economic harm in the amount of  
20 the “administrative fees” taken from the gratuities given to them by Riders.  
21

22 **XII. THIRD CLAIM**

23 **Violation of Cal. Lab. Code § 1194, Cal. Lab. Code § 1197, and Wage Order 9**

24 91. Plaintiffs, on behalf of themselves and members of the Minimum Wage Class, reallege  
25 and incorporate by reference the allegations in the preceding paragraphs as if fully  
26 alleged herein.

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1 92. Pursuant to California law, Lyft was and/or is the employer of Plaintiffs and members of  
2 the Minimum Wage Class and purposefully misclassified Plaintiffs and members of the  
3 Minimum Wage Class as independent contractors.

4 93. Cal. Lab. Code § 1194 states that any employee receiving less than the legal minimum  
5 wage or the legal overtime compensation applicable to the employee is entitled to recover  
6 in a civil action the unpaid balance of the full amount of this minimum wage or overtime  
7 compensation, including interest thereon, reasonable attorneys' fees, and costs of suit.

8 94. Cal. Lab. Code § 1197 states that the minimum wage is that set by the commission in the  
9 applicable wage order, in this case Wage Order 9 (applicable to transportation workers).  
10 Wage Order 9 incorporates by reference the minimum wage set by statute.

11 95. During the time period in which payments by Lyft Riders were voluntary donations,  
12 Plaintiffs and members of the Minimum Wage Class were not paid any wage for hours  
13 worked.

14 96. Accordingly, Plaintiffs and members of the Minimum Wage Class are entitled to  
15 minimum wage back pay and interest thereon, liquidated damages in the amount of the  
16 minimum wage back pay and interest thereon, reasonable attorneys' fees, costs of suit,  
17 and penalties.  
18

19 **XIII. FOURTH CLAIM**

20 **Violation of Business & Professions Code § 17200, *et seq.***

21 **Arising from Violation of Cal. Lab. Code §§ 1194, Cal. Lab. Code § 1197 and Wage**  
22 **Order 9**

23 97. Plaintiffs, on behalf of themselves and members of the Minimum Wage Class, reallege  
24 and incorporate by reference the allegations in the preceding paragraphs as if fully  
25 alleged herein.

26 98. Pursuant to California law, Lyft was and/or is the employer of Plaintiffs and members of  
27 the Minimum Wage Class.  
28

1 99. Cal. Lab. Code § 1194 states that any employee receiving less than the legal minimum  
2 wage or the legal overtime compensation applicable to the employee is entitled to recover  
3 in a civil action the unpaid balance of the full amount of this minimum wage or overtime  
4 compensation, including interest thereon, reasonable attorneys' fees, and costs of suit.

5 100. Cal. Lab. Code § 1197 states that the minimum wage is that set by the commission in the  
6 applicable wage order, in this case Wage Order 9 (applicable to transportation workers).  
7 Wage Order 9 incorporates by reference the minimum wage currently set by statute.

8 101. During the time period in which payments by Lyft Riders were voluntary donations,  
9 Plaintiffs and members of the Minimum Wage Class were not paid any wage for hours  
10 worked.

11 102. Lyft's unlawful failure to pay minimum wage in accordance with the above provisions  
12 constitutes an unlawful business practice prohibited by California Business & Professions  
13 Code § 17200, *et seq.* and is independently actionable under California Business &  
14 Professions Code § 17200, *et seq.*

15 103. As a result of Lyft's unlawful conduct, Plaintiffs and members of the Minimum Wage  
16 Class suffered economic losses as a result of Lyft's failure to pay minimum wage and are  
17 entitled to restitution.  
18

19 **XIV. FIFTH CLAIM**

20 **Violation of Cal. Lab. Code § 226**

21 104. Plaintiffs, on behalf of themselves and members of the Wage Statement Class, reallege  
22 and incorporate by reference the allegations in the preceding paragraphs as if fully  
23 alleged herein.

24 105. Pursuant to California law, Lyft was and/or is the employer of Plaintiffs and members of  
25 the Wage Statement Class and purposefully misclassified Plaintiffs and members of the  
26 Wage Statement Class as independent contractors.  
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106. Cal. Lab. Code § 226 states that every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (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, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of 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 by the employee and, beginning July 1, 2013, if the employer is a temporary services employer as defined in Section 201.3, the rate of pay and the total hours worked for each temporary services assignment.

107. Lyft unlawfully failed to provide Plaintiffs and members of the Wage Statement Class with accurate itemized wage statements in writing showing gross wages earned, total hours worked, deductions, net wages earned, pay period, the name of the employee and the last four digits of his or her social security number, the legal name of the employer, and all applicable hourly rates.

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1 108. Plaintiffs and members of the Wage Statement Class “suffered injury” as defined in Cal.  
2 Lab. Code § 226 (as amended effective January 1, 2013) because they were not provided  
3 with a complete and accurate wage statement.

4 109. The injuries suffered by Plaintiffs and members of the Wage Statement Class were as a  
5 result of Lyft’s knowing and intentional failure to comply with Cal. Lab. Code § 226(a).

6 110. Accordingly, Plaintiffs and each member of the Wage Statement Class are entitled to  
7 recover fifty dollars for the initial pay period in which a violation of § 226 occurred, and  
8 one hundred dollars for each violation of § 226 in a subsequent pay period, not to exceed  
9 a penalty of four thousand dollars per member of the Wage Statement Class.

10  
11 **XV. SIXTH CLAIM**

12 **Violation of Cal. Lab. Code § 2802**

13 111. Plaintiffs, on behalf of themselves and members of the Reimbursement Class, reallege  
14 and incorporate by reference the allegations in the preceding paragraphs as if fully  
15 alleged herein.

16 112. Pursuant to California law, Lyft was and/or is the employer of Plaintiffs and members of  
17 the Reimbursement Class.

18 113. Cal. Lab. Code § 2802 requires an employer to indemnify his or her employee for all  
19 necessary expenditures or losses incurred by the employee in direct consequence of the  
20 discharge of his or her duties.

21 114. Plaintiffs and members of the Reimbursement Class incurred unreimbursed mileage  
22 costs, including but not limited to costs for gasoline;

23 115. Such mileage costs were incurred because Plaintiffs and members of the Reimbursement  
24 Class are Lyft Drivers and were therefore required to use automobiles to transport Riders;  
25 Such mileage costs were incurred necessarily in order for Plaintiffs and members of the  
26 Reimbursement Class to perform their job duties as automobile Drivers for Lyft.

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1 116. Accordingly, Plaintiffs and each member of the Reimbursement Class are entitled to  
2 reimbursement for incurred mileage costs.

3 **XVI. SEVENTH CLAIM**

4 **Violation of Business & Professions Code § 17200, *et seq.***

5 **Arising from Violation of Cal. Lab. Code § 2802**

6 117. Plaintiffs, on behalf of themselves and members of the Reimbursement Class, reallege  
7 and incorporate by reference the allegations in the preceding paragraphs as if fully  
8 alleged herein.

9 118. Pursuant to California law, Lyft was and/or is the employer of Plaintiffs and members of  
10 the Reimbursement Class.

11 119. Cal. Lab. Code § 2802 requires an employer to indemnify his or her employee for all  
12 necessary expenditures or losses incurred by the employee in direct consequence of the  
13 discharge of his or her duties.

14 120. Plaintiffs and members of the Reimbursement Class incurred unreimbursed mileage  
15 costs, including but not limited to costs for gasoline;

16 121. Such mileage costs were incurred because Plaintiffs and members of the Reimbursement  
17 Class are Lyft Drivers and were therefore required to use automobiles to transport Riders;

18 122. Such mileage costs were incurred necessarily in order for Plaintiffs and members of the  
19 Reimbursement Class to perform their job duties as automobile Drivers for Lyft.

20 123. Lyft's unlawful failure to reimburse its Drivers in accordance with the above provision  
21 constitutes an unlawful business practice prohibited by California Business & Professions  
22 Code § 17200, *et seq.* and is independently actionable under California Business &  
23 Professions Code § 17200, *et seq.*

24 124. As a result of Lyft's unlawful conduct, Plaintiffs and members of the Reimbursement  
25 Class suffered economic losses as a result of Lyft's failure to reimburse for necessary  
26 work related expenses and are entitled to restitution.  
27  
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**XVII. EIGHTH CLAIM**

**Penalties Pursuant to the Labor Code Private Attorneys General Act of 2004  
(Representative Action)**

125. Plaintiffs, on behalf of current or former Lyft Drivers in California, reallege and incorporate by reference the allegations in the preceding paragraphs as if fully alleged herein.

126. Cal. Lab. Code § 2699 provides for civil penalties for violations of California Labor Code provisions that may be recovered through a civil action brought by an aggrieved employee.

127. Plaintiffs and all current and former Lyft Drivers in California are aggrieved employees as defined by Cal. Lab. Code § 2699(c) because they suffered injury as a result the Labor Code violations committed by Lyft as described herein.

128. Plaintiffs have complied with the notice requirement of Cal. Lab. Code § 2699.3 by sending written notice by certified mail to Defendant and to the California Labor & Workforce Development Agency (“LWDA”) of the Labor Code violations asserted in this Complaint.

129. It has been 33 days or more since the LWDA was notified of the Labor Code violations asserted in this Complaint, and the LWDA has not provided any notice that it will or will not investigate the alleged violations of which it was informed.

130. Lyft has not cured the Labor Code violations of which it was informed.

**PRAYER FOR RELIEF**

131. Plaintiffs, on behalf of themselves and the members of each putative class, pray for relief as follows:

- a. Certification of this action as a class action as described above;
- b. Designation of Plaintiffs as representatives of the each putative class;
- c. Designation of Plaintiffs’ Counsel as Class Counsel for each putative class;

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- d. Restitution pursuant to Plaintiffs’ claim under Cal. Bus. & Prof. Code § 17200, *et seq.* arising from Defendant’s violation of Cal. Lab. Code § 351, or, in the alternative, compensatory damages pursuant to Plaintiffs’ conversion claim;
- e. Damages for failure to pay minimum wage pursuant to Cal. Lab. Code §§ 1194, 1194.2, 1197, and Wage Order 9, or, in the alternative, restitution pursuant to Plaintiffs’ claim under Cal. Bus. & Prof. Code § 17200, *et seq.*
- f. Damages for failure to reimburse pursuant to Cal. Lab. Code § 2802, or, in the alternative, restitution pursuant to Plaintiffs’ claim under Cal. Bus. & Prof. Code § 17200, *et seq.*;
- g. Statutory penalties pursuant to Cal. Lab. Code § 226;
- h. Civil penalties pursuant to the Labor Code Private Attorneys General Act of 2004;
- i. Injunctive relief pursuant to Cal. Bus. & Prof. Code § 17200, *et seq.*;
- j. Pre-judgment and post-judgment interest pursuant to Cal. Lab. Code § 1194 and Cal. Civ. Code § 3287;
- k. Attorneys’ fees as provided by Cal. Code Civ. P. § 1021.5, Cal. Lab. Code § 1194, and Cal. Lab. Code § 226, or as provided by the parties’ agreement, if any; and
- l. Costs as provided by Cal. Lab. Code § 1194, Cal. Lab. Code § 226, Fed. R. Civ. P. 54(d), Local Rule 54-3, and/or Cal. Code Civ. P. § 1021 or as provided by the parties’ agreement, if any.

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**DEMAND FOR JURY TRIAL**

Plaintiffs, by and through their attorneys, hereby request a jury trial on all issues so triable.

Dated: July 15, 2015

Carlson Legal Services

By:           /s/ Matthew D. Carlson            
Matthew D. Carlson  
Attorney for Plaintiffs