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Putative Collective and Classes
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**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

RENIER GONZALEZ,
individually and on behalf of all
others similarly situated,

Plaintiff,

-vs-

LYFT, INC.,

Defendant.

COMPLAINT

Class and Collective Action

Jury Trial Demanded

INTRODUCTION

Plaintiff Renier Gonzalez (“Gonzalez” or “Plaintiff”), individually and on behalf of all other similarly situated persons, files this Class and Collective Action Complaint against Lyft, Inc. (“Lyft” or “Defendant”), seeking all available relief for unpaid minimum wages, unpaid overtime wages and unreimbursed business expenses pursuant to the Fair Labor Standards Act 29 U.S.C. § 201, *et seq.* (“FLSA”), the New Jersey Wage and Hour Law, N.J.S.A §. 34:12-56, *et seq.* and the New Jersey Wage and Hour Regulations N.J.A.C. § 12:56-5.1, *et seq.* (collectively, with the New Jersey Wage and Hour Law, “NJWHL”).

NATURE OF THE ACTION

1. Plaintiff alleges, on behalf of himself and all similarly situated, current and former Lyft drivers engaged in interstate commerce, and who elect to opt into this action pursuant to the FLSA (hereinafter “Collective Active Members”), that they are entitled to *inter alia*: (1) unpaid minimum wages; (2) unpaid overtime wages for hours worked above forty (40) in a work week, as required by law; (3) unreimbursed business expenses; and (4) and liquidated damages pursuant to the FLSA.

2. Plaintiff also brings this action under NJWHL pursuant to Fed. R. Civ. P. 23, on behalf of himself and all similarly situated current and former Lyft drivers in the State of New Jersey engaged in interstate commerce that they are entitled to *inter alia*, unpaid minimum wage, social security and unemployment contributions and credits, unpaid overtime wages for hours worked above forty (40) in a work week, and unreimbursed business expenses as required by the NJWHL.

3. Defendant violated the FLSA and the NJWHL by misclassifying Plaintiff and similarly situated employees as independent contractors and failing to pay these employees for all the hours worked at minimum wage after work-related expenses, by failing to pay them overtime wages and failing to reimburse their business-related expenses pursuant to Defendant’s company policy for employees. Plaintiff and all persons similarly situated, are entitled to unpaid wages from Defendant for all hours worked by them at minimum wage after payment of work-related expenses, as well as unpaid overtime wages for hours in excess of forty (40) hours worked per work week and unreimbursed business expenses pursuant to company policy.

4. This Court has jurisdiction over Plaintiff’s FLSA claims pursuant to 29 U.S.C. § 216 (b) and 28 U.S.C. § 1331.

5. This Court has jurisdiction over Plaintiff's NJWHL claims pursuant to 28 U.S.C. § 1332(d) and the Class Action Fairness Act, 28 U.S.C. §§ 1332, 1453 and 1711-1715, and 28 U.S.C. § 1367. The parties are diverse and, on information and belief, the amount in controversy exceeds \$5,000,000, exclusive of interest and costs.

6. Plaintiff is a citizen of a State different from that of Defendant.

7. Venue is proper pursuant to 28 U.S.C. § 1391, because a substantial part of the events or omissions giving rise to the claims occurred in this District.

8. Plaintiff resides in this district.

9. Defendant regularly conducts business in this district.

THE PARTIES

10. Plaintiff RENIER GONZALEZ is an individual residing in Jersey City, New Jersey. Plaintiff has worked as a driver engaged in interstate commerce for Lyft from October 2017 to the present. While working for Lyft, Plaintiff has engaged in interstate commerce by driving passengers from New Jersey to New York City and from New Jersey to New York airports and picking up and dropping off passengers from Newark International Airport and New Jersey train stations.

11. In 2017, Plaintiff completed 92 trips and drove 763 miles for Lyft. Lyft paid Plaintiff \$1,068.80 for his work on its behalf. Plaintiff was not reimbursed for additional out-of-pocket expenses necessarily incurred on the job and required by Lyft, including return trip tolls, vehicle maintenance, gas, and insurance which totaled more than \$408.17. Plaintiff' net pay from Lyft was \$660.63. As a result of Lyft's failure to reimburse Plaintiff for all work-related expenses, Plaintiff did not receive minimum wage for all hours worked. Plaintiff also worked in excess 40 hours during a workweek without receiving overtime compensation.

12. In 2018, Plaintiff drove 334.23 miles for Lyft. Lyft paid Plaintiff \$879.98 for his work on its behalf. Plaintiff was not reimbursed for additional out-of-pocket expenses necessarily incurred on the job and required by Lyft, including return trip tolls, vehicle maintenance, gas, and insurance which totaled more than \$178.81. Plaintiff's net pay from Lyft was \$701.17. As a result of Lyft's failure to reimburse Plaintiff for all work-related expenses, Plaintiff did not receive minimum wage for all hours worked.

13. Defendant Lyft Technologies, Inc. is a transportation services company that provides drivers who can be hailed and dispatched through a mobile phone application. Lyft is headquartered in San Francisco, California.

FACTUAL ALLEGATIONS

14. Pursuant to Defendant's policy, pattern and/or practice, Defendant failed to pay Plaintiff and all similarly situated employees proper minimum wage, and failed to reimburse his business-related expenses per the terms of company policy.

15. The FLSA and NJWHL require employers to provide their employees with sufficient reimbursements for employment related expenses ("kickbacks") to ensure that employees' hourly wages equal or exceed the required minimum wage after such expenses are counted against the hourly wages. Defendant systematically under-reimbursed its drivers for vehicular wear and tear, gas, tolls, airport fees, and other driving-related expenses, thereby ensuring that the majority of Defendant's drivers are effectively paid well below the minimum wage.

16. At all times relevant hereto, Defendant has been an employer within the meaning of Section 3(d) of the FLSA.

17. At all times relevant herein, Defendant has been an enterprise within the meaning of Section 3(r) of the FLSA and an enterprise engaged in commerce, including interstate commerce, within the meaning of Section 3(s)(1) of the FLSA because it has employees engaged in commerce, including interstate commerce.

18. Defendant has had a gross volume of sales made or business done of at least \$500,000 per annum.

19. At all times relevant herein, Plaintiff and others similarly situated were engaged in interstate commerce as Lyft drivers. Indeed, Lyft drivers in the tri-state area of New Jersey regularly engage in interstate commerce which is defined as trade, traffic, or transportation in the United States— (1) between a place in a State and a place outside of such State (including a place outside of the United States); (2) between two places in a State through another State or a place outside of the United States; or (3) between two places in a State as part of trade, traffic, or transportation originating or terminating outside the State or the United States, including, but not limited to, instate airports, train stations and bus depots.

20. Because Plaintiff and other similarly situated Lyft drivers are or were engaged in interstate commerce on behalf of Lyft, the arbitration clause in the Lyft Driver Agreement is unenforceable. *See New Prime Inc. v. Oliveira*, 139 S. Ct. 532 (2019).

21. Defendant issued paychecks to Plaintiff and all similarly situated employees during their employment.

22. Defendant directed the work of Plaintiff and similarly situated employees and benefitted from work performed that Defendant suffered or permitted from them.

23. Plaintiff and others similarly situated were not paid minimum wage for all hours worked, and Plaintiff and others similarly situated worked in excess of 40 hours per work week

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