

**UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

IRWAN CHANDRA, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

LYFT, INC.,

Defendant.

CIV. A. NO. _____

CLASS ACTION COMPLAINT

I. INTRODUCTION

1. Lyft is a car service, which engages thousands of drivers across the state of New York who can be hailed and dispatched through a mobile phone application to transport riders. Lyft is based in San Francisco, California, and it does business across the United States, including extensively throughout New York.

2. As described further below, Lyft has misclassified its drivers, including Plaintiff Irwan Chandra, as independent contractors when they should be classified under New York law as employees. Based on the drivers' misclassification as independent contractors, Lyft has unlawfully required drivers to pay business expenses (including but not limited to the cost of maintaining their vehicles, gas, insurance, phone and data expenses, and other costs) in violation of New York Labor Law, Article 19, §§ 193 and 198-b. Lyft has also failed to guarantee and pay its drivers minimum wage for

all hours worked and it has failed to pay overtime premiums for hours worked in excess of forty hours per week in violation of NYLL Article 6 §§ 190 et seq., Article 19 §§ 650 et seq., and the supporting New York State Department of Labor Regulations. Lyft has also failed to comply with notice and recordkeeping requirements in violation of NYLL, Article 6, 195(1) and failed to provide accurate wage statements in violation of NYLL, Article 6, 195(3).

3. Plaintiff brings these claims on behalf of himself and all other similarly situated drivers pursuant to Fed. R. Civ. P. 23. He seeks recovery of damages for himself and the class, as well as declaratory and injunctive relief, requiring Lyft to reclassify its drivers as employees in New York.

II. PARTIES

4. Plaintiff Irwan Chandra is an adult resident of New York City, New York, where he worked as a Lyft driver from January 23, 2018, until August 28, 2019.

5. The above-named plaintiff has brought this action on his own behalf and on behalf of all others similarly situated, namely all other individuals who have worked as Lyft drivers in New York.

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

III. JURISDICTION

7. This Court has jurisdiction over the state law claims asserted here pursuant to the Class Action Fairness Act, 28 U.S.C. § 1332(d)(2), since Lyft is a California citizen, incorporated in Delaware and the putative plaintiff class reside primarily in New York; there are more than 100 putative class members; and the

amount in controversy exceeds \$5 million. The putative class, including Plaintiff Chandra, have worked throughout the state of New York, including in New York City.

IV. STATEMENT OF FACTS

8. Lyft is a San Francisco-based car service that provides transportation service in cities throughout the country, including in New York, via an on-demand dispatch system.

9. Lyft offers customers the ability to hail a car service driver on a mobile phone application.

10. Although classified as independent contractors, Lyft drivers are employees under New York law.

11. Lyft requires its drivers to abide by a litany of policies and rules designed to control the drivers' work performance. Lyft retains the right to terminate drivers at any time in its discretion. Lyft may terminate a driver if the driver behaves in a way that Lyft believes is inappropriate or has violated one of Lyft's rules or standards. Drivers are also subject to termination based on Lyft's system of using customer rating feedback; drivers can be terminated in Lyft's discretion if Lyft deems their customer ratings to be inadequate.

12. Drivers perform a service in the usual course of Lyft's business, since Lyft is a car service that provides transportation to its customers, and drivers such as Plaintiff perform that transportation service. Lyft holds itself out as a transportation service, and it generates its revenue primarily from customers paying for the very rides that its drivers perform. Without drivers to provide rides for Lyft's customers, Lyft would not exist.

13. When driving for Lyft, Lyft drivers are not engaged in their own transportation business. Instead, when driving Lyft customers, drivers wear the “hat” of Lyft. Customers cannot request specific Lyft drivers; instead, Lyft assigns particular rides to drivers.

14. Lyft does not require drivers to possess any skill above and beyond that necessary to obtain a normal driver’s license.

15. Drivers’ tenure with Lyft is for an indefinite amount of time.

16. Lyft provides the drivers with the primary instrumentality with which they can perform services for Lyft because Lyft only derives a benefit from the drivers’ labor when they use Lyft’s software.

17. Lyft sets the rate of pay for drivers’ services and changes the rate of pay in its sole discretion. If a rider does not pay, it is Lyft—not drivers—who bear the loss.

18. At times, Lyft has deducted money from drivers’ fares to cover the cost of a Lyft-issued iPhone, which drivers use to run Lyft’s software and accept ride requests. At other times, drivers have been required to provide, and pay for, their own phones.

19. Lyft tracks drivers’ location in real time through the Lyft app and provides customers with an estimated time of arrival.

20. If a driver can no longer carry out a ride after accepting the job, Lyft, rather than the driver, finds a replacement.

21. Drivers must undergo background checks as a prerequisite to driving for Lyft.

22. Drivers’ vehicles must meet Lyft’s quality standards, which it determines and may change at any time at its sole discretion.

23. Lyft monitors drivers' performance and may suspend or terminate drivers who do not maintain high customer satisfaction ratings or who engage in other conduct that Lyft may determine constitutes grounds for suspension or termination.

24. Lyft drivers are engaged in interstate commerce. At times, drivers transport passengers across state lines. Furthermore, drivers are engaged in interstate commerce as they routinely transport passengers who are within the flow of interstate commerce, traveling to or from destinations out of state, including arriving at or leaving train stations, bus stations, and airports.

25. Lyft does not reimburse drivers for any necessary expenses they incur while working for Lyft, including, but not limited to the cost of acquiring and maintaining their vehicles, gas, insurance (all of which can be reasonably estimated based upon the IRS vehicle reimbursement rate), as well as phone and data expenses for running the Lyft application. Drivers incur these costs as a necessary expenditure to work for Lyft, and their payment of these costs are effectively improper deductions from the drivers' wages. See NYLL, Article 19, § 193 (3)(a) ("No employer shall make any charge against wages, or require an employee to make any payment by separate transaction unless such charge or payment is permitted as a deduction from wages...."); NYLL, Article 19, § 198-b ("it shall be unlawful for any person, either for that person or any other person, to request, demand, or receive, either before or after such employee is engaged, a return, donation or contribution of any part or all of said employee's wages, salary, supplements, or other thing of value, upon the statement, representation, or understanding that failure to comply with such request or demand will prevent such employee from procuring or retaining employment."). On average, Mr. Chandra incurred

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