



GE-1717-0816-RIR

State of New Jersey

DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PO BOX 389
TRENTON, NEW JERSEY 08625-0389

May 16, 2017

Kola Bamgboshe



Re: Lyft
China Basin 185 Berry St.
San Francisco CA 94107

Dear Kola Bamgboshe:

The Division of Wage and Hour Compliance has contacted the above employer in an attempt to resolve your wage complaint. Please be advised that during the course of the investigation the employer indicated that you were an independent contractor. If this information is accurate, the Department of Labor and Workforce Development does not have the jurisdiction to investigate complaints where an employee-employer relationship does not exist, such as independent contractors and subcontractors; therefore, you must file a complaint through the small claims court in the county where the employer resides or conducts business.

If you believe you were an employee and not an independent contractor, it will be necessary for you to pursue your complaint through a formal Wage Collection proceeding. During the proceeding the matter of an employer-employee relationship versus an independent contractor relationship will be reviewed.

In the event you wish to pursue the matter through a Wage Collection proceeding, it will be necessary for you to present evidence in support of your claim and waive any amount in excess of \$30,000. If you wish to schedule a formal Wage Collection proceeding, you must send a written request to the Division of Wage and Hour Compliance at the above address. Include in your letter the reasons you believe you were an employee and not an independent contractor.

Sincerely,

Section Chief
609-292-2305

Claim# 442973
Employer# 711968

New Jersey is an Equal Opportunity Employer

WA-1



DIVISION OF WAGE AND HOUR COMPLIANCE
(609) 292-2337 * FAX (609) 695-1174 * www.nj.gov/labor

K.

STATE OF NEW JERSEY
DEPARTMENT OF LABOR
WORKFORCE DEVELOPMENT

5/5/17

State of NJ Department of Labor Workforce Development

RE: Claim #442973

Dear Sir or Madam,

I am contacting you regarding insufficient payment for the pay period ending on June 15th 2016 from my former Employer Lyft. I signed a settlement agreement for the amount of \$431 and I am checking on the status of my payment. I have yet to receive the settled upon amount. I have made several attempts to contact the Lyft attorney via email and phone to no avail. The attorney in question has not responded to my email or returned my calls. The attorney I was told that is responsible for handling all matters to do with Lyft is Thomas Rattay at Ogletree Deakins in Morristown, NJ. His phone number is 973-656-1600 and email address is Thomas.rattay@ogletree.com

Please contact me at your earliest convenience regarding this matter. Looking forward to hearing from you ASAP.

Sincerely,

Kola Bamgboshe

[REDACTED]

WH 2

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release ("Agreement") is entered into by and between Kola Bamgbose ("Contractor") and Lyft, Inc. ("Lyft") to resolve any and all claims and/or disputes Contractor has or may have against Lyft. Contractor and Lyft are collectively referred to herein as the "Parties."

RECITALS

A. Lyft is an online mobile application-based technology company that maintains an innovative peer-to-peer ridesharing platform.

B. Contractor received a license to use the Lyft platform upon entering into a user agreement, or Terms of Service, with Lyft. Contractor agrees and acknowledges that Lyft was not his employer during the time that he accessed the Lyft platform and that Lyft did not control any of his driving activities.

C. Despite Contractor agreeing that he was not an employee of Lyft, on or about August 17, 2016, Contractor filed a complaint with the New Jersey Department of Labor and Workforce Development Agency, Division of Wage and Hour Compliance ("NJDLWD"), Case Number GE-1717-0816-KIR, Claim No. 442973, contending that Lyft violated New Jersey law and as a consequence, Lyft owes Contractor unpaid wages, penalties, and other damages. The NJDLWD action and shall be hereinafter referred to as the "Case". Lyft disputes Contractor's claims and contends that at all times relevant Contractor operated as a bona fide independent contractor, including during the time Contractor accessed Lyft's platform.

D. The Parties now wish to resolve fully and completely Contractor's Case, as well as any and all other claims and/or disputes Contractor has or may have against Lyft.

TERMS OF AGREEMENT

For and in consideration of the mutual promises, covenants and understandings contained herein, the Parties have agreed and do agree as follows:

1. Non-Admission of Liability: This is a compromise general release of all claims known or unknown, and covenant not to sue, and, therefore, this Agreement does not constitute an admission of liability on the part of Lyft, nor an admission, directly or by implication, that Lyft has violated any law, rule or regulation, or any contractual right or any other duty or obligation of any kind, including any duty or obligation owed to or allegedly owed to Contractor. This Agreement shall not in any way be construed as an admission that Lyft or any of its representatives have acted wrongfully with respect to Contractor or any other person, and shall be construed strictly as an instrument to avoid litigation.

2. Purpose: Contractor acknowledges and agrees that this Agreement is intended to fully resolve any issues and/or disputes regarding his relationship with Lyft, including, without limitation, any relating to Contractor's status as an employee or independent contractor. Contractor

acknowledges that at all times relevant hereto, Contractor operated as a bona fide independent contractor, not as an employee of Lyft.

3. Settlement Payment: Within thirty (30) calendar days following the execution of this Agreement by Contractor, provided that Contractor has complied with his obligations as set forth herein, Lyft agrees to issue to Contractor a settlement payment totaling Four Hundred Thirty One Dollars (\$431.00) ("the Payment" or "the Settlement Amount"). Contractor acknowledges and agrees that: (1) he would not otherwise be entitled to the Payment; (2) the Payment is not required by any contract, law, Lyft policy, or otherwise; and (3) Contractor has been paid in full all money Contractor was owed by Lyft arising from and/or relating to Contractor accessing the Lyft platform (regardless of whether the relationship was one of employer/employee or principal/independent contractor). Lyft shall issue an IRS form 1099 to Contractor, reflecting this payment. Contractor agrees to provide Lyft with a completed IRS Form W-9 from Contractor prior to receipt of this payment. The above payment shall be inclusive of all Claims for attorneys' fees and expenses.

4. Tax Consequences Are The Sole Responsibility of CONTRACTOR: It is acknowledged and agreed by CONTRACTOR that neither Lyft nor its attorneys have expressed any opinions or made any representations concerning the tax consequences associated with the payment of the Settlement Sum described in paragraph 3 above, and that he has had the benefit of, or the opportunity to seek advice from, his own counsel or other advisors. CONTRACTOR further agrees that if any form of tax is imposed on the payment described above, CONTRACTOR will be solely responsible for and will pay any such tax, and that he will indemnify, defend and hold Lyft harmless from any tax claims (including without limitation, fines, penalties, interest, attorneys' fees and costs) made by any governmental entity relating to the payments made herein to CONTRACTOR.

THE PARTIES ACKNOWLEDGE AND AGREE THAT: (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN THE PARTIES OR THEIR ATTORNEYS OR ADVISORS, IS, WAS INTENDED TO BE, OR SHOULD BE CONSTRUED OR RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF U.S. TREASURY DEPARTMENT CIRCULAR 230 (31 C.F.R. PART 10, AS AMENDED); (2) EACH PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS OWN LEGAL AND TAX ADVISORS FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT RELIED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ADVISOR TO THAT PARTY; AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY OTHER PARTY OR ADVISOR TO THAT PARTY TO AVOID ANY TAX PENALTY; AND (3) NO ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISOR'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

5. Dismissal of Case: Contractor acknowledges that his Case has been dismissed by the New Jersey Department of Labor, Division of Wage and Hour Compliance. As a further condition precedent to the payment of the Settlement Amount, Contractor agrees not to refile any claim with New Jersey Department of Labor, Division of Wage and Hour Compliance related to Lyft and/or to pursue and appeal of the dismissal of his Case.

6. Release of Claims:

(a) Contractor hereby irrevocably and unconditionally cancels, terminates, abrogates, waives, releases and forever discharges Lyft (including all of its divisions, subsidiaries, affiliates, predecessors and successors, shareholders, owners, directors, insurers, officers, agents, servants, employees and attorneys, past and present) (collectively "Releasees") from any and all complaints, claims for relief, causes of action, liabilities, obligations, controversies, damages and suits, of any nature whatsoever, known or unknown relating to, or resulting from any events occurring prior to the execution of this Agreement ("Claim" or "Claims"), that Contractor, individually and/or collectively, now has, owns, or holds, or claims to have, own, or hold, or that Contractor at any time had, owned, or held, or claimed to have had, owned, or held against any of the Releasees.

Without limiting the generality of the foregoing, Contractor specifically releases all Claims relating to or resulting from the relationship between Contractor and Lyft (regardless of whether deemed employer/employee or principal/independent contractor). Contractor further acknowledges and agrees that among the Claims being released are those arising under Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1866, the Fair Labor Standards Act of 1938; Equal Pay Act of 1963 (29 U.S.C. §206(d)); The Employee Retirement Income Security Act (with respect to unvested benefits); The Consolidated Omnibus Budget Reconciliation Act; The Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973; The Family and Medical Leave Act of 1993; The New Jersey Law Against Discrimination (N.J.S.A. §10:5-1 et seq.); The New Jersey Statutory Provision Regarding Retaliation/Discrimination for Filing a Workers' Compensation Claim - N.J.S.A. §34:15-39.1 et seq.; The New Jersey Family Leave Act. (N.J.S.A. §34:11B-1 et seq.; The New Jersey Equal Pay Act (N.J.S.A. §34:11-56.1 et seq.; The New Jersey Genetic Privacy Act - N.J. Rev. Stat. Title 10, Ch. 5, §10:5-43 et seq.; The New Jersey Conscientious Employee Protection Act (Whistleblower Protection) (N.J.S.A. §34:19-3 et seq.); The New Jersey Wage Payment and Work Hour Laws; The New Jersey Public Employees' Occupational Safety and Health Act (N.J.S.A. §34:6A-25 et seq.); The New Jersey Fair Credit Reporting Act; The New Jersey False Claims Act; The New Jersey Civil Rights Act; New Jersey mini-COBRA; any claims for wages, breach of an express or implied contract, breach of the covenant of good faith and fair dealing, breach of fiduciary duty, fraud, misrepresentation, defamation, slander, retaliation, discrimination, harassment, wrongful termination, infliction of emotional distress, loss of future earnings or profits or any other claim based upon any state or federal public policy, alleged wrongful conduct or injury arising out of or in any way connected with any acts or omissions occurring prior to the execution of this Agreement. Contractor also waives and releases Lyft from any claims that this Agreement was procured by fraud or signed under duress or coercion so as to make any of the terms or provisions of this Agreement not binding.

(b) Notwithstanding the foregoing, nothing in this Agreement shall be construed to waive any right that is not subject to waiver by private agreement. Nor shall anything in this Agreement affect the EEOC's rights and responsibilities to enforce the Civil Rights Act of 1964, as amended, or any other applicable law, nor shall anything in this Agreement be construed as a basis for interfering with Contractor's protected right to file a timely charge with, or participate in an investigation or proceeding conducted by, the EEOC, or any other state, federal or local government entity; provided, however, if the EEOC or any other state, federal or local government entity commences an investigation on Contractor's behalf, Contractor specifically waives and releases the right, if any, to recover any monetary or other benefits of any sort whatsoever arising from any such investigation or otherwise.

7. Release of Unknown Claims: Contractor expressly waives all individual and collective rights, if any, whether or not set forth in this Agreement. The above is not a mere recital, but is a bargained-for provision of this Agreement and is further consideration for the covenants and conditions contained herein. Contractor acknowledges that this settlement includes all claims, demands, or causes of action which Contractor may have against Lyft that exist as of the execution of this Agreement. This waiver does not include rights or claims that may arise after the date this Agreement is executed.

8. No Additional Compensation: Contractor acknowledges that he has received full and final payment for any monies owed to him by Lyft, including, without limitation, any settlement payments, wages, other compensation and reimbursement Contractor contends he was owed. Except as provided in this Agreement, Contractor acknowledges and agrees that Contractor is not entitled to receive, nor will Contractor seek, any other compensation or benefits of any sort from Lyft.

9. Representations by Contractor: Contractor represents that Contractor has not filed or participated in any action, charge, complaint or proceeding of any kind against Lyft in any court or before any administrative or investigative body or agency (other than the Case described above), and further agrees not to file any such complaint, claim or action relating to or arising from Contractor's relationship with Lyft any time hereafter. If any agency or court assumes jurisdiction of any such complaint, claim, or action against Lyft, Contractor agrees to direct that agency or court to withdraw Contractor from or dismiss with prejudice the matter.

10. Class or Collective Action Claims: Contractor acknowledges and agrees that included among the claims released are any and all claims that have been, or may be, asserted by him or by any other person or entity on his behalf in any class or collective action relating to the Releasees. Consistent with the terms of this Agreement:

(a) Contractor waives any right to become, and promises not to consent to become, a member of any class in a case in which claims are asserted against the Releasees and that involve events which have occurred as of the date Contractor signs this Agreement; and

(b) Contractor waives any and all rights he might otherwise have to receive notice of any class or collective action. In the event that Contractor is included or identified as a member, or potential member of a class in any proceeding against the Releasees, Contractor agrees to opt out of the class at the first opportunity afforded to him after learning of his inclusion. In this regard, Contractor agrees that he will execute, without objection or delay, an "opt-out" form presented to him in connection with such proceeding.

11. Confidentiality: Contractor represents and agrees that he will keep the terms, amounts and facts of this Agreement completely confidential, except as described in this provision. Contractor may discuss this Agreement with counsel, immediate family, accountant, tax preparer and/or tax attorney(s) provided they agree to keep said information confidential, except to the extent such information is required to be disclosed as a matter of law (e.g., in the event of an audit of Contractor's tax returns). Contractor may file a charge or complaint with, or participate in an investigation or proceeding conducted by the EEOC, or a similar state or local agency. Contractor may also disclose this Agreement to the extent necessary to enforce its terms. In response to any charge, complaint or

challenge to this Agreement, Contractor understands that the Releasees may assert that any signed agreement is final and binding. Nothing in this Agreement shall be construed to limit any party or its representatives from any affirmative legal duty or right to report or disclose information. Contractor also agrees to preserve the confidentiality of any and all proprietary and confidential information received from any party.

12. Validity of Agreement: The Parties agree that if any provision of this Agreement is declared or determined by any court of competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining parts, terms, or provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term, or provision shall be deemed not to be part of this Agreement. In the event the entire Agreement is determined to be invalid or unenforceable, Contractor agrees to repay to Lyft the entire amount of the Payment within 60 days of such determination becoming final.

13. Entire Agreement: This Agreement sets forth the entire agreement between the Parties relating to the rights herein and the obligations herein assumed, and supersedes any and all previous negotiations, agreements and/or understandings of any kind relating to the subject matter hereof. Any oral representations or modifications concerning this Agreement shall be of no force or effect. This Agreement can be modified only in the form of a writing signed by all parties hereto. The parties expressly waive application of any local, state, federal or foreign law, statute or judicial decision allowing verbal modifications, amendments, or additions to a contract notwithstanding an express provision requiring a writing signed by the parties.

14. Voluntary Execution Of Final and Binding Agreement: This Agreement is a final and binding legal document executed voluntarily and without any duress or undue influence with the full intent of releasing all claims. The Parties specifically acknowledge that:

- (a) they were provided reasonable and sufficient time to review the terms of the Agreement;
- (b) they have read this Agreement;
- (c) they have been provide the opportunity to be represented in the preparation, negotiation, and execution of this Agreement by legal counsel of their own choosing, and if counsel was not consulted, it was the party's choice not to do so;
- (d) they understand the terms and consequences of this Agreement and of the releases it contains;
- (e) they are fully aware of the legal and binding effect of this Agreement; and
- (f) Contractor has acted voluntarily of his own free will and has not relied upon any representation made by Lyft regarding this Agreement's subject matter or its effect.

TO KOLA BAMGBOSHE:

THIS IS AN IMPORTANT DOCUMENT. PLEASE READ THE ABOVE CAREFULLY BEFORE EXECUTING. THIS SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS. YOU MAY DESIRE TO CONSULT WITH A LAWYER, AT YOUR EXPENSE, BEFORE SIGNING THIS DOCUMENT.

IN WITNESS WHEREOF, the Parties hereto hereby execute this Agreement as of the dates set forth opposite their names.

CONTRACTOR

LYFT, INC.

By: _____

Contractor

Dated: _____, 2016

Dated: _____, 2016

10955104.1

Kirkland, Robert

From: Kirkland, Robert
Sent: Tuesday, November 01, 2016 10:34 AM
To: 'thomas.rattay@ogletreedeakins.com'
Subject: GE-1717-0816-KIR

Mr. Rattay:

The New Jersey Department of Labor, Division of Wage and Hour Compliance, attempted to help your client Lyft, Inc. and the claimant Kola Bamgboshe resolve the dispute as it pertains to the above referenced case number. Please be advised that our office does not have jurisdiction over this matter as it appears the claimant is an Independent Contractor. Additionally, we attempted to contact the claimant but received no cooperation, as such our case is now closed. Thank you for cooperation.

Sincerely,
Robert J. Kirkland IV
Section Chief
Wage and Hour Compliance
(609) 984-3008



State of New Jersey
DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PO BOX 389
TRENTON, NEW JERSEY 08625-0389

10-28

September 30, 2016

Kola Bamgboshe
[REDACTED]

Re: Lyft
China Basin 185 Berry St.
San Francisco CA 94107

Dear Kola Bamgboshe :

The Division of Wage and Hour Compliance has contacted the above employer in an attempt to resolve your complaint. Please be advised that during the course of the investigation the Division exhausted all means of resolving your complaint on an informal basis. Enclosed is a copy of your employer's response denying your claim.

In the event you wish to continue to pursue the matter, please notify this office in writing. Upon receipt of your written notice, your complaint will be referred to the Wage Collection section for scheduling of a Wage Collection proceeding. Please be advised that it will be necessary for you to attend the proceeding, present evidence in support of your complaint and waive any amount of your complaint in excess of \$30,000. If you do not wish to waive the excess, you may wish to file a civil suit in a court of competent jurisdiction.

Failure to hear from you by Friday, October 21, 2016 will result in the Division closing its file on the matter. Please feel free to contact me if you have any questions concerning the matter.

Sincerely,

Section Chief
609-292-2305

Claim# 442973
Employer# 711968

New Jersey is an Equal Opportunity Employer



DIVISION OF WAGE AND HOUR COMPLIANCE
(609) 292-2337 * FAX (609) 695-1174 * www.nj.gov/labor

WH-10

Ogletree Deakins

OGLETREE, DEAKINS, NASH,
SMOAK & STEWART, P.C.
Attorneys at Law
10 Madison Avenue, Suite 400
Morristown, New Jersey 07960
Telephone: 973.656.1600
Facsimile: 973.656.1611
www.ogletreedeakins.com

Thomas J. Rattay
973.630.2334
thomas.rattay@ogletreedeakins.com

September 26, 2016

Via Email: wage.hour@dol.nj.gov

& Regular Mail

State of New Jersey
Department of Labor and Workforce Development
Division of Wage and Hour Compliance
P.O. Box 389
Trenton, New Jersey 08625-0389

RE: *Claimant: Kola Bamgboshe*
Alleged Employer: Lyft, Inc.
Case No.: GE-1717-0816-KIR
Claim No.: 442973
Employer No.: 711968

RECEIVED
22 SEP 29 AM 11:21
DIVISION OF WAGE
AND HOUR COMPLIANCE

Dear Sir or Madam:

This firm represents Lyft, Inc. ("Lyft") in connection with the above-referenced wage claim by Claimant Kola Bamgboshe alleging unpaid wages in relation to his use of the Lyft ridesharing application (the "Lyft Platform") in June 2016. A copy of the Wage Claim is attached as **Exhibit A**.¹ Please accept this **confidential position statement** in response to Claimant's Wage Claim. Lyft owes, and is prepared to pay, Claimant \$330.00 for services rendered through the Lyft Platform, subject to the express reservations set forth herein. Claimant did not receive these payments due to his own neglect—namely, his failure to enter his bank account information into the Lyft Platform.

First, as a practical matter, Claimant is not entitled to any relief from the Division under the Wage Payment Law ("WPL"), because he is an independent contractor, not an employee as defined in *N.J.S.A. 34:11-4.1 et seq.* Lyft does not control or direct Claimant's performance, the Services provided by Claimant are outside of Lyft's usual course of business, and Claimant performs in an enterprise, passenger transportation, which survived the end of his relationship with Lyft. *See Hargrove v. Sleepy's LLC*, 220 N.J. 289 (2015). Lyft expressly reserves the right to raise the foregoing jurisdiction issue if Claimant chooses not to accept the proposed resolution outlined herein.

¹As used herein, the "Lyft Platform" means the Lyft application, website, and technology. "Riders" are persons who seek transportation to certain destinations. "Drivers" are persons driving to or through those destinations. "Services" means the driving services provided by Drivers to Riders that are matched through the Platform.

Wt-11

I. Factual Background

By way of background, Claimant first registered as a Driver with the Lyft Platform on May 13, 2016. A few days later, on May 17, 2016, Lyft granted Claimant access to the Lyft Platform for the sole purpose of connecting with Riders seeking Services. On June 15, 2016, Lyft removed Claimant from the Lyft Platform because of Rider complaints about his driving. On August 17, 2016, Claimant filed this Wage Claim seeking \$431.00 in alleged unpaid wages.

Lyft does not directly pay Drivers for providing Services through the Lyft Platform. Rather, Lyft transfers payments from Riders to Drivers through a third-party payment processor, Stripe Inc. ("Stripe"), minus Lyft's fee for the operation, marketing, and maintenance of the Lyft Platform. Lyft, through Stripe, transfers payments to Drivers in two ways.

The first way is through weekly deposits into a Driver's bank account ("Weekly Deposit"). The Lyft workweek starts on Monday morning and ends Sunday night. At the end of the workweek, Lyft deposits the Driver's payments directly into their bank accounts via an ACH transfer. Drivers must have an ACH transfer-compatible checking account to receive payments.

The second way Lyft transfers payments to Drivers is through "Express Pay." Express Pay allows Drivers to receive their payments before their Weekly Deposit, as long as the payment exceeds \$50.00. The payment appears in the Driver's bank account within a few hours or days, depending on how fast the Driver's bank processes payments.

II. Analysis

While registering for the Lyft Platform, Claimant set up his Express Pay account but did not set up his Weekly Deposit account. The Express Pay feature is not available to Drivers once Lyft removes them from the Lyft Platform. Upon removal from the Lyft Platform, Lyft pays Drivers any remaining payments through the Weekly Deposit method. Since Claimant did not set up his Weekly Deposit account, Lyft could not transfer his remaining payment after his removal from the Lyft Platform. As a result, Lyft owes Claimant payments totaling \$330.00.

In an effort to resolve this matter, Lyft has attempted to reach out to Claimant to pay him the remaining payment through telephone, e-mail, and Federal Express; to no avail. **In the interests of expediency and economy, Lyft would like to resolve this matter for \$330.00.** If Claimant accepts Lyft's offer, Lyft will promptly remit payment to Claimant and the Division can dismiss his Wage Claim subject to the express reservations set forth above.

Very truly yours,

OGLETREE, DEAKINS, NASH,
SMOAK & STEWART, P.C.



Thomas J. Rattay, Esq.

TJR/mo

Enclosure

26294008.1

WH-13

EXHIBIT A

WH-14

NJ Dept. of Labor & Workforce Development
Division of Wage and Hour Compliance
PO Box 389
Trenton, NJ 08625-0389

Tel. (609) 292-2305
Fax (609) 695-1174
wage.hour@dol.state.nj.us

OFFICIAL USE ONLY:

Claim# 442973 Empl# 711968
Field IBM WC No Jurisdiction
Field Rpt#
Case# GE-1717-0816-KIR

WAGE CLAIM

All workers, including undocumented workers, have a right to be paid for their work. The Division of Wage and Hour Compliance does not investigate the legal status of any worker. We apply New Jersey's labor laws equally to all workers, regardless of legal status. We do not share information with "Immigration."

Instructions: Complete both sides of this form and answer all questions. Type or print legibly. Attach a copy of your last paycheck and W-2 form if you have them. Attach any other documents that support your claim. Mail or fax all documents to the address at the top of this page.

For more information about filing a wage claim, visit www.nj.gov/labor. Click on Wage & Hour and go to the section on "File a Wage Claim."

Filing by e-mail: You may file your claim electronically by sending an e-mail to Wage & Hour and attaching this completed document in Adobe Portable Document Format (PDF) format. If you file by e-mail, scan all your supporting documents (last paycheck or W-2 form) into PDF format, and attach the PDF(s) to your e-mail.

Filing Anonymously: Your employer has the right, under the Open Public Records Act (OPRA), to see all information on this claim. If you want to file an anonymous claim, write "ANONYMOUS" in the name section and leave the address blank. Provide as much information as you can without revealing personal details. Mail or fax your claim. If you want to remain anonymous, do NOT send your claim by e-mail.

Employee Information

1. First Name KOLA	Last Name BAMGBOSHE	M.I.	3. Daytime Telephone No. ()
2. Mailing Address [Redacted]			4. Cell / Alternate Telephone No. [Redacted]
5. Social Security No. [Redacted]			
6. Is a third party (such as an attorney, agency, or legal service) submitting this claim as your representative or agent? <input type="checkbox"/> Yes If yes, answer items #7 - 11. <input checked="" type="checkbox"/> No If no, go to item #12.			
7. Name of Person, Agency or Service LYFT			9. Third Party Telephone No. ()
8. Mailing Address			10. Fax No. ()
City State ZIP Code			11. e-mail

Employment Information

12. Business Name LYFT Headquarters Bay Area	15. Business Telephone No. (955) 865-9553
13. Business Street Address (not a P.O. Box) China Basin, 185 Berry St	16. Fax No. ()
City State ZIP Code County San Francisco CA 94107	17. e-mail
14. Business Mailing Address (if different from street address)	18. Name & Title of Contact Person
City State ZIP Code	19. Contact Telephone No.

Employment Information (continued)

20. First Day Worked	21. Last Day Worked <u>6/15/16</u>	22. Rate of Pay (gross amount) Per Hour: \$ _____ Per Week: \$ _____ Other: \$ _____
23. Occupation / Job Title:	24. Main Job Duties:	

25. Are you still working for this employer?
 Yes
 No Reason: We parted ways on June 15th 2016

26. Did you work at the business address listed in item #13?
 Yes
 No Where did you actually do your work?
 Street Address _____ City _____ State _____ ZIP Code _____ County _____

27. Joint Employer (such as an employee leasing company or any other individual or business who may be responsible for your unpaid wages)

28. Joint Employer Mailing Address
 City _____ State _____ ZIP Code _____ Telephone No. _____

Claim Details

29. Please check the reason(s) you are filing this claim.

<input checked="" type="checkbox"/> unpaid wages	<input type="checkbox"/> vacation, sick or holiday	<input type="checkbox"/> non-payment of last paycheck
<input type="checkbox"/> overtime	<input type="checkbox"/> commission, severance or bonus pay	<input type="checkbox"/> improperly classified as an independent contractor (while employed in the construction industry)
<input type="checkbox"/> minimum wage	<input type="checkbox"/> shortages or deductions	<input type="checkbox"/> Other (please explain below)
<input type="checkbox"/> bounced paycheck	<input type="checkbox"/> company uniforms	

Explain why you believe the employer owes you wages. List the dates and hours for which you believe wages are due. Attach additional sheets if necessary.
I started working for LIFT as a driver on 5/31/16 to 6/15/16 attached is copy of VISA money transfer from 5/25, 5/27, 6/2, 6/2, 6/8, 6/8 6/10. I worked 6/11, 6/12, 6/13, 6/14, 6/15 my last trip to Newark Liberty International airport

What is the total amount of wages (before tax deductions) you believe the employer owes you? (If you are not sure, please provide an estimate.)
 \$ 431⁰⁰

30. Did you ask the employer for the money you believe is due?
 Yes Name and title of person you asked: _____
 No

31. I understand that the employer has the right, under the Open Public Records Act (OPRA), to request all information on this claim. (If you are filing anonymously, you are not required to sign below.)
 Signature: [Signature] Date: 8/17/2016
 Signature of Parent or Guardian (required if claimant is under 18 years old) _____ Date: _____

- Please attach if you have them:
- > a copy of your last paycheck and W-2 form
 - > copies of any bounced paycheck(s)
 - > any other documents that support your claim



9-29

State of New Jersey
DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PO BOX 389
TRENTON, NEW JERSEY 08625-0389

August 29, 2016

Lyft
China Basin 185 Berry St.
San Francisco CA 94107

Re: Kola Bamgboshe



Case No.: GE-1717-0816-KIR

Lyft:

The Division of Wage and Hour Compliance received a wage complaint from Kola Bamgboshe claiming wages are due as per the enclosed wage claim form.

Please review your records to determine if the allegations are true. If you agree monies are due, submit a check made payable to Kola Bamgboshe and mail the check to our office. Additionally, in accordance with the "Administrative Procedure Act" P.L. 1968, c.410 (C.52:14B-1 et seq.), you are required to submit a check made payable to the Commissioner of Labor and Workforce Development for an administrative fee of 10% of the gross wages owed.

Mail both checks to the Division of Wage and Hour Compliance, PO Box 389, Trenton, NJ 08625-0389 by September 19, 2016. Include the above listed case number on both checks. Failure to submit the fee will result in a penalty of \$250 for violating N.J.S.A. 34:11-4.2 (unpaid wages/late payment).

In the event your review reveals monies are not outstanding, please provide a written response detailing your position by September 19, 2016.

Sincerely,

General Enforcement Section
609-292-2305

Claim No. 442973
Employer No. 711968

New Jersey is an Equal Opportunity Employer



DIVISION OF WAGE AND HOUR COMPLIANCE
(609) 292-2337 * FAX (609) 695-1174 * www.nj.gov/labor

WH-17



State of New Jersey
DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PO BOX 389
TRENTON, NEW JERSEY 08625-0389

August 29, 2016

Lyft
China Basin 185 Berry St.
San Francisco CA 94107

Re: Kola Bamgboshe

Case No.: GE-1717-0816-KIR

Lyft:

The Division of Wage and Hour Compliance received a wage complaint from Kola Bamgboshe claiming wages are due as per the enclosed wage claim form.

Please review your records to determine if the allegations are true. If you agree monies are due, submit a check made payable to Kola Bamgboshe and mail the check to our office. Additionally, in accordance with the "Administrative Procedure Act" P.L. 1968, c.410 (C.52:14B-1 et seq.), you are required to submit a check made payable to the Commissioner of Labor and Workforce Development for an administrative fee of 10% of the gross wages owed.

Mail both checks to the Division of Wage and Hour Compliance, PO Box 389, Trenton, NJ 08625-0389 by September 19, 2016. Include the above listed case number on both checks. Failure to submit the fee will result in a penalty of \$250 for violating N.J.S.A. 34:11-4.2 (unpaid wages/late payment).

In the event your review reveals monies are not outstanding, please provide a written response detailing your position by September 19, 2016.

Sincerely,

General Enforcement Section
609-292-2305

Claim No. 442973
Employer No. 711968

New Jersey is an Equal Opportunity Employer



DIVISION OF WAGE AND HOUR COMPLIANCE
(609) 292-2337 * FAX (609) 695-1174 * www.nj.gov/labor

WH-18



State of New Jersey

DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PO BOX 389
TRENTON, NEW JERSEY 08625-0389

August 29, 2016

Kola Bamgboshe
[REDACTED]

Re: Lyft
China Basin 185 Berry St.
San Francisco CA 94107

Dear Kola Bamgboshe:

The Division of Wage and Hour Compliance received your wage claim on August 22, 2016. Your wage claim number is 442973. Keep this number for reference and provide it whenever you contact our office.

Please review the employer information listed above. If it is wrong or if you have any more information to help us investigate your wage claim, please notify us in writing and include your claim number.

Depending on the nature of your wage claim, it will be assigned to a field investigator or handled by mail. If your claim is assigned to a field investigator, the investigator may contact you for more information. If the claim involves only you (for example, you did not receive your last paycheck), we will mail a notice to the employer requesting a review of records regarding your wage claim.

After we have completed the investigation we will notify you of the results. If we determine that your employer owes you money, we will notify your employer. Your employer may pay you directly or send payment to us, which we will forward to you. Although we will use all means at our disposal to collect monies due from your employer, **a determination in your favor does not guarantee collection.**

For more information about New Jersey State Labor Laws and the wage claim process, visit www.nj.gov/labor and click on *Wage & Hour*. You will also find the answers to many frequently asked questions in the enclosed pamphlet, *How to File a Wage Claim*.

Please notify us in writing if there is a change in your address or telephone number. Thank you for bringing your wage claim to our attention.

Sincerely,

Section Chief
609-292-2305

Claim No. 442973
Employer No. 711968

Encl.

Para español entrar en la hiperconexión www.nj.gov/labor y haga clic en Reclamo Por Salarios No Pagados

New Jersey is an Equal Opportunity Employer



DIVISION OF WAGE AND HOUR COMPLIANCE
(609) 292-2337 * FAX (609) 695-1174 * www.nj.gov/labor

W4-19

NJ Dept. of Labor & Workforce Development
Division of Wage and Hour Compliance
PO Box 389
Trenton, NJ 08625-0389

Tel. (609) 292-2305
Fax (609) 695-1174
wage.hour@dol.state.nj.us

OFFICIAL USE ONLY:

Claim# 443973 Empl# 711968
Field IBM WC No Jurisdiction
Field Rpt#
Case# GE-1717-0816-KIR

WAGE CLAIM

All workers, including undocumented workers, have a right to be paid for their work. The Division of Wage and Hour Compliance does not investigate the legal status of any worker. We apply New Jersey's labor laws equally to all workers, regardless of legal status. We do not share information with "Immigration."

Instructions: Complete both sides of this form and answer all questions. Type or print legibly. Attach a copy of your last paycheck and W-2 form if you have them. Attach any other documents that support your claim. Mail or fax all documents to the address at the top of this page.

For more information about filing a wage claim, visit www.nj.gov/labor. Click on Wage & Hour and go to the section on "File a Wage Claim."

Filing by e-mail: You may file your claim electronically by sending an e-mail to Wage & Hour and attaching this completed document in Adobe Portable Document Format (PDF) format. If you file by e-mail, scan all your supporting documents (last paycheck or W-2 form) into PDF format, and attach the PDF(s) to your e-mail.

Filing Anonymously: Your employer has the right, under the Open Public Records Act (OPRA), to see all information on this claim. If you want to file an anonymous claim, write "ANONYMOUS" in the name section and leave the address blank. Provide as much information as you can without revealing personal details. Mail or fax your claim. If you want to remain anonymous, do NOT send your claim by e-mail.

Employee Information

1. First Name <u>KOLA</u>	Last Name <u>BAMGBOSHE</u>	M.I. <u> </u>	3. Daytime Telephone No. <u>()</u>
2. Mailing Address <u>[REDACTED]</u>			4. Cell / Alternate Telephone No. <u>[REDACTED]</u>
City <u>[REDACTED]</u>			5. Social Security No. (if you wish to keep records) <u>[REDACTED]</u>
6. Is a third party (such as an attorney, agency, or legal service) submitting this claim as your representative or agent? <input type="checkbox"/> Yes If yes, answer items #7 - 11. <input checked="" type="checkbox"/> No If no, go to item #12.			
7. Name of Person, Agency or Service <u>LYFT</u>			9. Third Party Telephone No. <u>()</u>
8. Mailing Address <u>[REDACTED]</u>			10. Fax No. <u>()</u>
City <u>[REDACTED]</u>			11. e-mail <u>[REDACTED]</u>

Employment Information

12. Business Name <u>LYFT Headquarter</u>	<u>San Fran</u>	15. Business Telephone No. <u>(955) 965-9553</u>	
13. Business Street Address (not a P.O. Box) <u>China Basin, 185 Berry St</u>		16. Fax No. <u>()</u>	
City <u>San Francisco</u>	State <u>CA</u>	ZIP Code <u>94107</u>	17. e-mail <u>[REDACTED]</u>
14. Business Mailing Address (if different from street address) <u>[REDACTED]</u>			18. Name & Title of Contact Person <u>[REDACTED]</u>
City <u>[REDACTED]</u>			19. Contact Telephone No. <u>[REDACTED]</u>

Employment Information (continued)

20. First Day Worked	21. Last Day Worked <u>6/15/16</u>	22. Rate of Pay (gross amount) Per Hour: \$ _____ Per Week: \$ _____ Other: \$ _____
----------------------	---------------------------------------	---

23. Occupation / Job Title:	24. Main Job Duties:
-----------------------------	----------------------

25. Are you still working for this employer?
 Yes
 No Reason: We parted ways on June 15th 2016

26. Did you work at the business address listed in Item #13?
 Yes
 No Where did you actually do your work?
 Street Address _____ City _____ State _____ ZIP Code _____ County _____

27. Joint Employer (such as an employee leasing company or any other individual or business who may be responsible for your unpaid wages)

28. Joint Employer Mailing Address _____ City _____ State _____ ZIP Code _____ Telephone No. _____

Claim Details

29. Please check the reason(s) you are filing this claim.

<input checked="" type="checkbox"/> unpaid wages	<input type="checkbox"/> vacation, sick or holiday	<input type="checkbox"/> non-payment of last paycheck
<input type="checkbox"/> overtime	<input type="checkbox"/> commission, severance or bonus pay	<input type="checkbox"/> Improperly classified as an independent contractor (while employed in the construction industry)
<input type="checkbox"/> minimum wage	<input type="checkbox"/> shortages or deductions	<input type="checkbox"/> Other (please explain below)
<input type="checkbox"/> bounced paycheck	<input type="checkbox"/> company uniforms	

Explain why you believe the employer owes you wages. List the dates and hours for which you believe wages are due. Attach additional sheets if necessary.

I started working for LIFT as a driver on 5/31/16 to 6/15/16 attached is copy of VISA money transfer from 5/25, 5/27, 6/2, 6/2, 6/8, 6/8 6/10. I worked 6/11, 6/12, 6/13, 6/14, 6/15 my last trip to Newark Liberty International airport.

What is the total amount of wages (before tax deductions) you believe the employer owes you? (If you are not sure, please provide an estimate.)
 \$ 431⁰⁰

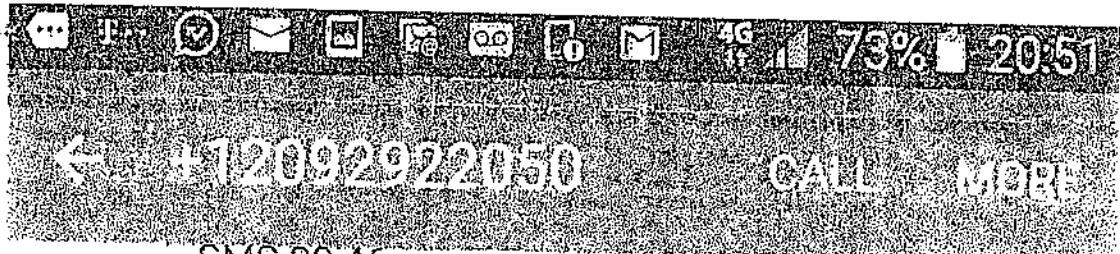
30. Did you ask the employer for the money you believe is due?
 Yes Name and title of person you asked: _____
 No

31. I understand that the employer has the right, under the Open Public Records Act (OPRA), to request all information on this claim. (If you are filing anonymously, you are not required to sign below.)

Lola Bangash _____ Date 8/17/2016
 Signature _____ Date _____

Signature of Parent or Guardian (required if claimant is under 18 years old) _____ Date _____

- Please attach if you have them:**
- > a copy of your last paycheck and W-2 form
 - > copies of any bounced paycheck(s)
 - > any other documents that support your claim



SMS 20:46

You have lost contact with the Lyft system. Please relocate to an area with better network coverage.

SMS 21:13

Monday, 13 June 2016

LYFT CANCELED: Nicole has canceled the Lyft request.

SMS 15:38

LYFT CANCELED: Briana has canceled the Lyft request.

SMS 19:24


Tuesday, 14 June 2016

LYFT CANCELED: Tuli has canceled the Lyft request.

SMS 09:08

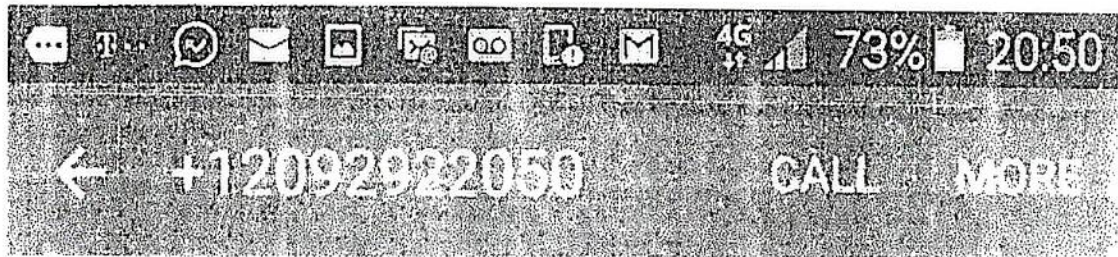
LYFT CANCELED: Car has canceled the Lyft request.

SMS 12:14

 Enter message



WH-22



LYFT CANCELED: Thelia has canceled the Lyft request.

SMS 13:31

LYFT CANCELED: Tahirah has canceled the Lyft request.

SMS 19:12

LYFT CANCELED: Malcolm has canceled the Lyft request.

SMS 19:50


Wednesday, 15 June 2016

LYFT CANCELED: Monique has canceled the Lyft request.

SMS 08:10

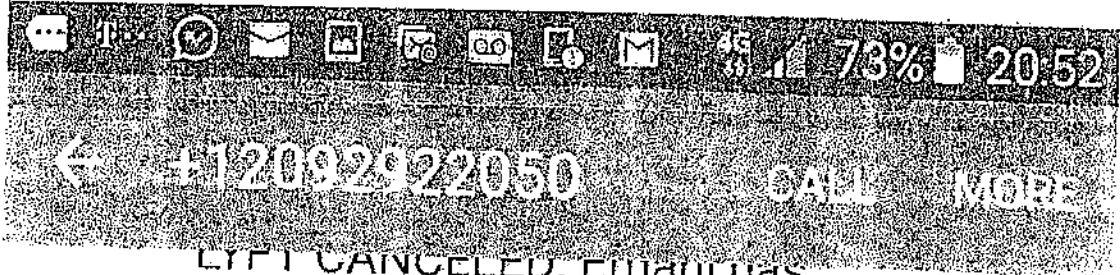
LYFT CANCELED: Shonda has canceled the Lyft request.

SMS 09:16

 Enter message



W4-23



LYFT CANCELED: Emma has canceled the Lyft request.

SMS 12:28

Saturday, 11 June 2016

LYFT CANCELED: Nini has canceled the Lyft request.

SMS 12:44

LYFT CANCELED: Aesha has canceled the Lyft request.

SMS 17:53

LYFT CANCELED: Jared has canceled the Lyft request.

SMS 17:57

I just dropped wisdom at pen station in Newark i didnt get credit for the trip.

SMS 20:14



LYFT CANCELED: Vinny has canceled the Lyft request.

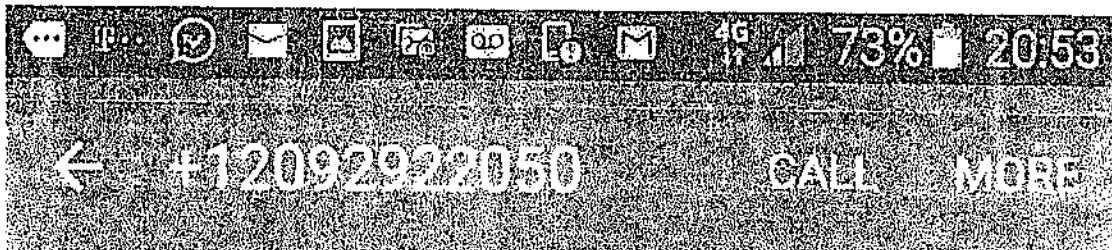
SMS 20:46



Enter message



W4 - 24



the Lyft system. Please relocate to an area with better network coverage.

SMS 19:08

You have lost contact with the Lyft system. Please relocate to an area with better network coverage.

SMS 19:08

Tuesday, 7 June 2016

I drop webster at jersey garden mall i didnt get no credit please rectify the situation.this is trip number 5 for me today.thanks

SMS 11:56



LYFT CANCELED: Ray has canceled the Lyft request.

SMS 12:44



LYFT CANCELED: Sebastian has canceled the Lyft request.

 Enter message



W4-25



State of New Jersey

DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PO BOX 389
TRENTON, NEW JERSEY 08625-0389

March 5, 2018

Wuisler St Fort
[REDACTED]

Re: Lyft
261 Mclean Blvd,
Paterson NJ 07504

Dear Wuisler St Fort:

The Division of Wage and Hour Compliance has contacted the above employer in an attempt to resolve your wage complaint. Please be advised that during the course of the investigation the employer indicated that you were an independent contractor. If this information is accurate, the Department of Labor and Workforce Development does not have the jurisdiction to investigate complaints where an employee-employer relationship does not exist, such as independent contractors and subcontractors; therefore, you must file a complaint through the small claims court in the county where the employer resides or conducts business.

If you believe you were an employee and not an independent contractor, it will be necessary for you to pursue your complaint through a formal Wage Collection proceeding. During the proceeding the matter of an employer-employee relationship versus an independent contractor relationship will be reviewed.

In the event you wish to pursue the matter through a Wage Collection proceeding, it will be necessary for you to attend the proceeding, present evidence in support of your claim and waive any amount in excess of \$30,000. If you wish to schedule a formal Wage Collection proceeding, you must send a written request to the Division of Wage and Hour Compliance at the above address. Include in your letter the reasons you believe you were an employee and not an independent contractor.

Failure to hear from you by Monday, March 26, 2018 will result in the Division closing its file on the matter. Please feel free to contact me if you have any questions concerning the matter.

Sincerely,

Section Chief
609-292-2305

Claim# 462704
Employer# 719205

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DIVISION OF WAGE AND HOUR COMPLIANCE
(609) 292-2305 * FAX (609) 695-1174 * www.nj.gov/labor

W4-26

Confirmation No.: 304111

Claim Type: MW31A

Claim Date: 03/01/2018 04:50 PM

WHATS Claim No.: 462704

WHATS ER No.: 719205

Claimant Name: Wuisler St Fort

Claim Type

Who is filing this claim? Self

Employer Information

Business Name Lyft
 Street Address 261 Mclean Blvd,
 City State Zip Paterson NJ 07504
 Is Mailing Address different than street address? No
 Mailing Address 261 Mclean Blvd,
 City State Zip Paterson NJ 07504
 Phone Number 551-227-3475
 Fax Number [NP]
 Employer Email LyftSupport@marketmetrix.com
 Website Address www.lyft.com/Drive
 Nature of Business
 Transportation
 Federal Employer Identification No. (FEIN) [NP]
 Has this employer filed for bankruptcy?

Representative Information

Are you an attorney filing this claim as part of a lawsuit or legal procedure? [NP]
 Name of Representative [NP]
 Mailing Address [NP]
 City State Zip [NP] [NP] [NP]
 Phone Number [NP]
 Fax Number [NP]
 Email [NP]
 Website Address [NP]

Claimant Information

Month and Year of Birth [REDACTED]
 First Name Wuisler
 Last Name St Fort
 Middle Initial [NP]
 Mailing Address [REDACTED]
 City State Zip [REDACTED]
 Phone Number [REDACTED]
 Alternate Phone Number [REDACTED]
 Email [REDACTED]
 Social Security Number [REDACTED]
 Initial Claim Amount \$52.10

WH-27
10/25/2019

Wage Due \$0.00
 Are you, or were you a member of a union when employed with Lyft: No

Union Details

Union Name [NP]
 Local No [NP]
 Mailing Address [NP]
 City State Zip [NP] [NP] [NP]
 Phone Number [NP]
 Have you asked your union for assistance? No
 What ACTION has the union taken? [NP]

Parent/Guardian Details

First Name [NP]
 Last Name [NP]
 Phone Number [NP]
 Alternate Phone Number [NP]
 Email [NP]
 Parent/Guardian address same as minor? [NP]
 Mailing Address [NP]
 City State Zip [NP] [NP] [NP]

Employment Information

Location Details #1

Did you work for this employer at the street address you provided? No
 Job Site Different St, Rd and Highways
 Street Address On different Streets
 City State Zip Different Cities NJ
 Phone Number [NP]

Employment Details

First Day Worked [NP]
 Last Day Worked 12/27/2017
 Are you still working at this location? No
 Job Title Driver
 Provide a brief description of your job duties at this location
 Picked up Lyft customers on demand by using Lyft App (signal texting/calling).
 Supervisor Name There was no Supervisor is an informal job
 Supervisor Title N/A
 Phone Number 551-227-3475
 Rate of Pay Other
 Other Rate of Pay On percentage
 Gross Amount \$52.10
 Pay Frequency Monthly
 What is your normal pay date? Other
 Other Pay Date N/A, on percentage

W-28

What is the last date you were paid? 01/27/2018

If date details are not available, please provide the following:

Time Period

Lyft pays every week, but drivers can request payment for every \$ 5 they have to receive. Anyway, my last payment was the last week of January 2018. The total hours might 4 hours, but it counted, it is by percentage. The total amount wage plus fees is estimate at \$52.10

Total Hours [NP]

What is the total amount of wages (before tax deductions) you believe the employer owes you? (If you are not sure, please provide an estimate.)

\$52.10

Claim Reason Details

- Wages not paid
- Other (please explain below)

You have indicated that this employer does OWE you wages or money. If there are other reasons for filing this claim, please select the reason(s) from the below list.

I am in difficulty to help my family, I decided to use a Credit Card to put gas and work for Lyft. Since January 27, 2018 I worked for them they refused to pay me. Even though my car, my credit card to put gas. They don't want to pay me even to pay back the credit card I used. They have my address, I have direct deposit setting with them, anytime I called them to get pay, they asked me to reset the direct deposit. I did 3rd time, & confirmed texts they sent me for not.

Did you ask your supervisor or any employer representative for the money you believe is due? Yes

Supervisor Name They just tell you a name, N/A
Supervisor Title N/A

What was the outcome?

They keep playing with me, they asked to reset my direct deposit, I did 3 times, they asked me to confirm text message I did, their system told me try again over and over. Only direct deposit as prove

Certification

I request the NJ Division of Wage and Hour Compliance to investigate this claim against Lyft.

I understand that acceptance of this claim by the NJ Division of Wage and Hour Compliance does not imply that the employer is in violation of any labor law or regulation.

I understand that acceptance of this claim by the NJ Division of Wage and Hour Compliance does not guarantee collection of any wages due.

I understand that the employer has the right, under the NJ Open Public Records Act (OPRA), to request all information on this claim however, we will endeavor to protect the identity of a complainant or witness to the maxim extent allowable by law.

I understand that authorized personnel from the NJ Division of Wage and Hour Compliance may communicate with me via email regarding this claim. These communications will be sent to: [REDACTED]

W-29



State of New Jersey

DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PO BOX 389
TRENTON, NEW JERSEY 08625-0389

October 30, 2018

Samantha J. Barone
[REDACTED]

Re: Lyft
261 Mclean Blvd,
Paterson NJ 07504

Dear Samantha J. Barone:

The Division of Wage and Hour Compliance has contacted the above employer in an attempt to resolve your wage complaint. Please be advised that during the course of the investigation the employer indicated that you were an independent contractor. If this information is accurate, the Department of Labor and Workforce Development does not have the jurisdiction to investigate complaints where an employee-employer relationship does not exist, such as independent contractors and subcontractors; therefore, you must file a complaint through the small claims court in the county where the employer resides or conducts business.

If you believe you were an employee and not an independent contractor, it will be necessary for you to pursue your complaint through a formal Wage Collection proceeding. During the proceeding the matter of an employer-employee relationship versus an independent contractor relationship will be reviewed.

In the event you wish to pursue the matter through a Wage Collection proceeding, it will be necessary for you to attend the proceeding, present evidence in support of your claim and waive any amount in excess of \$30,000. If you wish to schedule a formal Wage Collection proceeding, you must send a written request to the Division of Wage and Hour Compliance at the above address. Include in your letter the reasons you believe you were an employee and not an independent contractor.

Failure to hear from you by Tuesday, November 20, 2018 will result in the Division closing its file on the matter. Please feel free to contact me if you have any questions concerning the matter.

Sincerely,

Section Chief
609-292-2305

Claim# 470614
Employer# 719205

New Jersey is an Equal Opportunity Employer



DIVISION OF WAGE AND HOUR COMPLIANCE
(609) 292-2305 * FAX (609) 695-1174 * www.nj.gov/labor

WH-30

Confirmation No.: 309438Claim Type: MW31AClaim Date: 10/23/2018 04:24 PMWHATS Claim No.: 470614WHATS ER No.: 719205Claimant Name: Samantha J. BaroneClaim Type

Who is filing this claim? Self

Employer Information

Business Name Lyft
 Street Address 261 McLean Blvd
 City State Zip Paterson NJ 07504
 Is Mailing Address different than street address? Yes
 Mailing Address 701 State Route 440
 City State Zip Jersey City NJ 07304
 Phone Number 855-865-9553
 Fax Number [NP]
 Employer Email [NP]
 Website Address www.lyft.com

Employer Owner/Officer Detail

First Name	Last Name	Title	Phone	Email
Logan	Green	founder/CEO		
John	Zimmerman	Co-founder/President		

Nature of Business

Transportation, ride sharing

Federal Employer Identification No. (FEIN) [NP]

Has this employer filed for bankruptcy?

Representative Information

Are you an attorney filing this claim as part of a lawsuit or legal procedure? [NP]

Name of Representative [NP]

Mailing Address [NP]

City State Zip [NP] [NP] [NP]

Phone Number [NP]

Fax Number [NP]

Email [NP]

Website Address [NP]

Claimant Information

Month and Year of Birth [REDACTED]

First Name Samantha

Last Name Barone

Middle Initial J

Mailing Address [REDACTED]

City State Zip [REDACTED]

Phone Number	
Alternate Phone Number	
Email	
Social Security Number	
Initial Claim Amount	\$562.98
Wage Due	\$0.00
Are you, or were you a member of a union when employed with Lyft:	No



Union Details

Union Name	[NP]
Local No	[NP]
Mailing Address	[NP]
City State Zip	[NP] [NP] [NP]
Phone Number	[NP]
Have you asked your union for assistance?	No
What ACTION has the union taken?	[NP]

Parent/Guardian Details

First Name	[NP]
Last Name	[NP]
Phone Number	[NP]
Alternate Phone Number	[NP]
Email	[NP]
Parent/Guardian address same as minor?	[NP]
Mailing Address	[NP]
City State Zip	[NP] [NP] [NP]

Employment Information

Location Details #1

Did you work for this employer at the street address you provided?	No
Job Site	Lyft Hub
Street Address	250 Woodbridge Center Drive
City State Zip	Woodbridge NJ 07095
Phone Number	732-253-4239

Employment Details

First Day Worked	08/08/2018
Last Day Worked	10/18/2018
Are you still working at this location?	No
Job Title	Driver
Provide a brief description of your job duties at this location	
Pick up and drop off passengers	
Supervisor Name	Lyft PPlatform
Supervisor Title	Driver Hub
Phone Number	[NP]
Rate of Pay	Other

Other Rate of Pay per ride
 Gross Amount [NP]
 Pay Frequency Weekly
 What is your normal pay date? Tuesday
 What is the last date you were paid? 10/16/2018

List the dates and hours for which you believe wages (regular and/or overtime) are due:

Date Worked	Day of Week	Start Time	End Time	Total Hours
10/14/2018	Sunday			9.00
09/25/2018	Tuesday			9.00

If date details are not available, please provide the following:

Time Period

On or around the dates listed above, Lyft deducted from my earnings \$281.49 TWO TIMES, totalling the amount they owe me in the amount of: \$562.98

Total Hours [NP]

What is the total amount of wages (before tax deductions) you believe the employer owes you? (If you are not sure, please provide an estimate.)

\$562.98

Claim Reason Details

- Wages not paid
- Shortages or Deductions from paycheck

You have indicated that this employer does OWE you wages or money. If there are other reasons for filing this claim, please select the reason(s) from the below list.

[NP]

Did you ask your supervisor or any employer representative for the money you believe is due? Yes

Supervisor Name Knoll or Nole
 Supervisor Title Supervisor

What was the outcome?

I was transferred to a VM that was full and does not accept messages.

Documents

Document Type	Document Name	File Size	File Type	Uploaded by	Uploaded Date
OTHER	092518Lyft.jpeg	97.54 KB	.jpeg	Samantha J. Barone	10/23/2018 04:24 PM
OTHER	101418Lyft.jpeg	94.29 KB	.jpeg	Samantha J. Barone	10/23/2018 04:24 PM

Certification

I request the NJ Division of Wage and Hour Compliance to investigate this claim against Lyft.

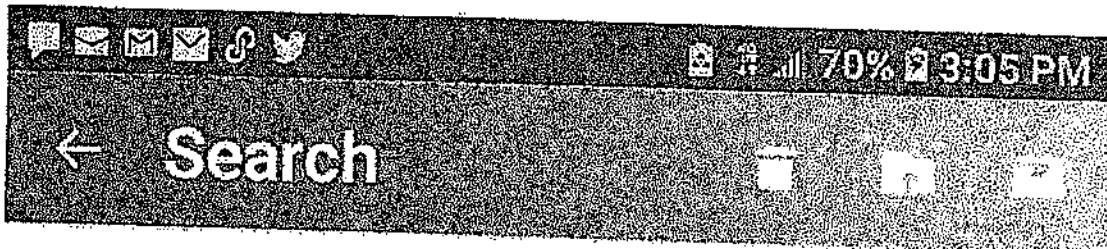
I understand that acceptance of this claim by the NJ Division of Wage and Hour Compliance does not imply that the employer is in violation of any labor law or regulation.

I understand that acceptance of this claim by the NJ Division of Wage and Hour Compliance does not guarantee collection of any wages due.

I understand that the employer has the right, under the NJ Open Public Records Act (OPRA), to request all information on this claim however, we will endeavor to protect the identity of a complainant or witness to the maxim extent allowable by law.

I understand that authorized personnel from the NJ Division of Wage and Hour Compliance may communicate with me via email regarding this claim. These communications will be sent to: [REDACTED]

WH-24



Lyft
Me

3:10 PM, 6/18/18

Hi Samantha,

Your request (127316855) has been received and is being reviewed by our support staff.

To add additional comments, reply to this email.

lyft Dylan (Lyft)

Hi Samantha,

Hi Samantha,

Passengers rely on drivers to provide a dependable service, and it's important that you're there for them. We noticed you've been quickly starting and ending rides in the app without transporting a passenger as well as taking inefficient routes. That confuses and overcharges passengers, leaving people with a bad impression of our community.

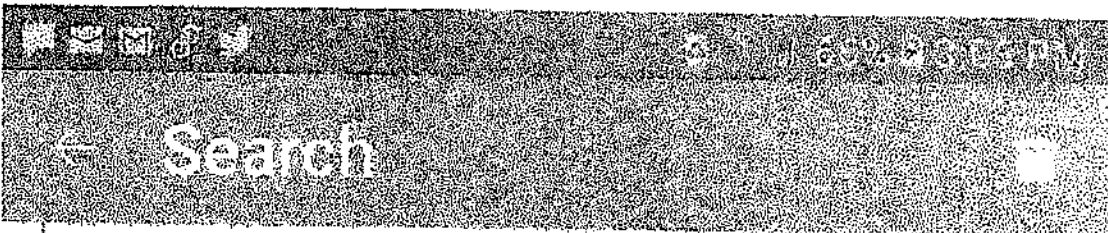
After further review with our risk team, we will be deducting a total of \$281.49 from future earnings for rides you did not properly end. Please note, Lyft reserves the right to withhold all or a portion of Ride Fees if it believes that you have attempted to defraud or abuse Lyft or Lyft's payment systems.

Continuing to engage in any of the above activities may result in the permanent deactivation from the Lyft driver community.


Regards,

Dylan
Lyft Support
help.lyft.com

WH-35



Your request (120451696) has been updated. To add additional comments, reply to this email.

 Erin (Lyft)

Hi Samantha,

As previously stated on September 15th, passengers rely on drivers to provide a dependable service, and it's important that you're there for them. We noticed you've been quickly starting and ending rides in the app without transporting a passenger as well as taking inefficient routes. That confuses and overcharges passengers, leaving people with a bad impression of our community.

After further review with our risk team, we will be deducting a total of \$281.49 from future earnings for rides you did not properly end. Please note, Lyft reserves the right to withhold all or a portion of Ride Fees if it believes that you have attempted to defraud or abuse Lyft or Lyft's payment systems.

Continuing to engage in any of the above activities may result in the permanent deactivation from the Lyft driver community.

Regards,

Erin
Lyft Support
help.lyft.com



Powered by the Lyft Risk team at [Zendesk](#)

WH-36





State of New Jersey

DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PO BOX 389
TRENTON, NEW JERSEY 08625-0389

May 15, 2019

Samantha J. Barone
[REDACTED]

Re: Lyft
261 Mclean Blvd,
Paterson NJ 07504

Dear Samantha J. Barone:

The Division of Wage and Hour Compliance has contacted the above employer in an attempt to resolve your wage complaint. Please be advised that during the course of the investigation the employer indicated that you were an independent contractor. If this information is accurate, the Department of Labor and Workforce Development does not have the jurisdiction to investigate complaints where an employee-employer relationship does not exist, such as independent contractors and subcontractors; therefore, you must file a complaint through the small claims court in the county where the employer resides or conducts business.

If you believe you were an employee and not an independent contractor, it will be necessary for you to pursue your complaint through a formal Wage Collection proceeding. During the proceeding the matter of an employer-employee relationship versus an independent contractor relationship will be reviewed.

In the event you wish to pursue the matter through a Wage Collection proceeding, it will be necessary for you to attend the proceeding, present evidence in support of your claim and waive any amount in excess of \$30,000. If you wish to schedule a formal Wage Collection proceeding, you must send a written request to the Division of Wage and Hour Compliance at the above address. Include in your letter the reasons you believe you were an employee and not an independent contractor.

Failure to hear from you by Wednesday, June 5, 2019 will result in the Division closing its file on the matter. Please feel free to contact me if you have any questions concerning the matter.

Sincerely,

Section Chief
609-292-2305

Claim# 477366
Employer# 719205

WH-37

New Jersey is an Equal Opportunity Employer



DIVISION OF WAGE AND HOUR COMPLIANCE
(609) 292-2305 * FAX (609) 695-1174 * www.nj.gov/labor

Confirmation No.: 314756Claim Type: MW31AClaim Date: 05/14/2019 09:43 AMWHATS Claim No.: 477366WHATS ER No.: 719205Claimant Name: Samantha J. BaroneClaim Type

Who is filing this claim? Self

Employer Information

Business Name Lyft
 Street Address 701 NJ-440
 City State Zip Jersey City NJ 07304
 Is Mailing Address different than street address? Yes
 Mailing Address 245 W 17th St
 City State Zip New York NY 10011
 Phone Number 415-230-2905
 Fax Number [NP]
 Employer Email [NP]
 Website Address Www.lyft.com

Employer Owner/Officer Detail

First Name	Last Name	Title	Phone	Email
Logan	Green	Co-founder	415-230-2905	
John	Zimmer	Co-founder		

Nature of Business

Rideshare

Federal Employer Identification No. (FEIN) [REDACTED]

Has this employer filed for bankruptcy? No

Representative Information

Are you an attorney filing this claim as part of a lawsuit or legal procedure? [NP]
 Name of Representative [NP]
 Mailing Address [NP]
 City State Zip [NP] [NP] [NP]
 Phone Number [NP]
 Fax Number [NP]
 Email [NP]
 Website Address [NP]

Claimant Information

Month and Year of Birth [REDACTED]
 First Name Samantha
 Last Name Barone
 Middle Initial J
 Mailing Address [REDACTED]
 City State Zip [REDACTED]

WH-38

Phone Number [REDACTED]
 Alternate Phone Number [REDACTED]
 Email [REDACTED]
 Social Security Number [NP]
 Initial Claim Amount \$1,688.94
 Wage Due \$0.00
 Are you, or were you a member of a union when employed with Lyft: No

Union Details

Union Name [NP]
 Local No [NP]
 Mailing Address [NP]
 City State Zip [NP] [NP] [NP]
 Phone Number [NP]
 Have you asked your union for assistance? No
 What ACTION has the union taken? [NP]

Parent/Guardian Details

First Name [NP]
 Last Name [NP]
 Phone Number [NP]
 Alternate Phone Number [NP]
 Email [NP]
 Parent/Guardian address same as minor? [NP]
 Mailing Address [NP]
 City State Zip [NP] [NP] [NP]

Employment Information

Location Details #1

Did you work for this employer at the street address you provided? Yes
 Job Site Lyft
 Street Address 701 NJ-440
 City State Zip Jersey City NJ 07304
 Phone Number 415-230-2905

Employment Details

First Day Worked 08/01/2018
 Last Day Worked 12/30/2018
 Are you still working at this location? No
 Job Title Rideshare driver
 Provide a brief description of your job duties at this location
 Driving passengers from pick up locations to requested drop off locations
 Supervisor Name [NP]
 Supervisor Title [NP]
 Phone Number [NP]
 Rate of Pay Other

WH-39

Other Rate of Pay 562.98
 Gross Amount \$1,688.94
 Pay Frequency Weekly
 What is your normal pay date? [NP]
 What is the last date you were paid? [NP]

List the dates and hours for which you believe wages (regular and/or overtime) are due:

Date Worked	Day of Week	Start Time	End Time	Total Hours
09/15/2018	Saturday			23.00
10/14/2018	Sunday			23.00

Time Period

[NP]

Total Hours

[NP]

What is the total amount of wages (before tax deductions) you believe the employer owes you? (If you are not sure, please provide an estimate.)

\$1,688.94

Claim Reason Details

- Wages not paid

You have indicated that this employer does OWE you wages or money. If there are other reasons for filing this claim, please select the reason(s) from the below list.

[NP]

Did you ask your supervisor or any employer representative for the money you believe is due? Yes

Supervisor Name

Lyft Inc

Supervisor Title

Customer Support

What was the outcome?

See attached

Documents

Document Type	Document Name	File Size	File Type	Uploaded by	Uploaded Date
OTHER	20190514_092302.jpg	2.58 MB	.jpg	Samantha J. Barone	05/14/2019 09:43 AM
OTHER	20190514_092314.jpg	2.65 MB	.jpg	Samantha J. Barone	05/14/2019 09:43 AM
OTHER	20190514_092322.jpg	2.66 MB	.jpg	Samantha J. Barone	05/14/2019 09:43 AM

Certification

I request the NJ Division of Wage and Hour Compliance to investigate this claim against *Lyft*.

I understand that acceptance of this claim by the NJ Division of Wage and Hour Compliance does not imply that the employer is in violation of any labor law or regulation.

I understand that acceptance of this claim by the NJ Division of Wage and Hour Compliance does not guarantee collection of any wages due.

I understand that the employer has the right, under the NJ Open Public Records Act (OPRA), to request all information on this claim however, we will endeavor to protect the identity of a complainant or witness to the maxim extent allowable by law.

I understand that authorized personnel from the NJ Division of Wage and Hour Compliance may communicate with me via email regarding this claim. These communications will be sent to: [REDACTED]

WH-40

Re: Lyft Ref Follow up from Lyft

2/20/2018

From: support@lyft.com
To: Samantha Barone

Oct 14, 2018 at 3:55 PM

Please type your reply above this line.

Your request (42865149) has been updated. To add additional comments, reply to this email.

Hi

Erin (Lyft)

Oct 14, 3:55 PM PDT

Hi Samantha

As previously stated on September 15th, passengers rely on drivers to provide a dependable service, and it's important that you're there for them. We noticed you've been quickly starting and ending rides in the app without transporting a passenger as well as taking inefficient routes. That confuses and overcharges passengers, leaving people with a bad impression of our community.

After further review with our risk team, we will be deducting a total of \$281.49 from future earnings for rides you did not properly end. Please note, Lyft reserves the right to withhold all or a portion of Ride Fees if it believes that you have attempted to defraud or abuse Lyft or Lyft's payment systems.

Continuing to engage in any of the above activities may result in the permanent deactivation from the Lyft driver community.


Regards,

Erin
Lyft Support
help@lyft.com

Lyft

This email is a service from Lyft. Delivered by Zendesk

WJH H

 **Juan (Lyft)**
Dec 30, 8:45 PM PST

Hello Samantha!

Welcome to Lyft Support. Before we start on this today, I want to take some time and properly acknowledge that you're doing a great job! We're very happy to have you on the team.

We aim to pair passengers with the closest driver to keep travel time as low as possible for everyone. If you receive a request that's far away, there may not be a closer driver available that matches the passenger's request.

You may have seen bonuses for long pick-ups in the past. At this time, Lyft does not provide a bonus for long pick up times. We know that long pick up times can be painful and are working to improve this experience for you.

Thank you for being such an amazing driver. We really appreciate the commitment and time you give on every ride. Please let me know, did I fully solve all your inquiries? If not please do not hesitate to contact us again, we are here for you 24/7!

Have a nice day,

Juan
Lyft Support
help.lyft.com



This email is a service from Lyft. Delivered by Zendesk

W4-42

#7# Please type your reply above this line -#/#

Your request (135104775) has been updated. To add additional comments, reply to this email.



Jaypee (Lyft)

Dec 31, 5:43 AM PST

Hi Samantha,

Thank you for writing in about this.

Lyft strives to create and maintain a safe and positive community. Low ratings, passenger feedback, and reports of safety concerns negatively impact our community. The 5-star rating system allows us to identify drivers who have received negative feedback from community members.

For your most recent rides, your star rating fell well below community standards, which are stated in our [Help Center](#). As your rating did not show substantial improvement with each ride, we have elected to remove you from the Lyft driver community. This decision has been reviewed and will remain final.

You'll receive any remaining ride payments and additional amounts in your next scheduled direct deposit.

Thank you for your time on the Lyft driver platform. We wish you the best in your future endeavors.

Regards,

Jaypee
Lyft Support
help.lyft.com



WH-43

Claim # 444357

Section GE-General Enforcen

Case #

Entry Date: 10/22/2016 3:08:21 PM

Claim Details

Field Rep./History

Comments/Disburse

Wage Collection/Minor

Project Details

Claim Details

Additional Claim Details

First Name	Kenneth			Claimant Address:	352 E. 4th St.		
Last Name	Bebula Jr.						
Claim Type	Complaint		City	Florence			
Method of Receipt	Fax		County				
SSN	-		State	NJ	Zip	08518	
Claim Date	09/26/2016		Daytime Tel. #	609-499-0847	Fax #		
Initial Claim Amount	\$0.00		Call/Air Tel. #				
Wages Due	\$0.00		PAID: N/A				
Minor DOB	//		Email Address:				
Claim Reason			WEB Confirmation #				

Employer Details

Trade Name	Uber			AA Employer #	712566	FEIN	999999999	
Location	None		No. of Locations	0	Type	Individual		
Mailing Addr:	7821 Bantam Ave.		City	Philadelphia	State	PA	Zip	19153
			County	Philadelphia			Tel #	

File Purge on: //

Generate Wage Collection Case

Generate Inspection by Mail Case

Add Update Supplemental Claim Reset Search Claims Close

44-44

Claim # 444357

Section: GE-General Enforcer

Case #

Entry Date: 10/12/2016 3:08:21 PM

Entered By: Beverly Huber

Project Details

Claim Details

Field Representative Details

Field/Rep Name: Not Assigned XXX

Field/Rep #1: Field/Rep #1

Field/Rep #2: Field/Rep #2

Field/Rep #3: Field/Rep #3

Field/Rep #4: Field/Rep #4

Field/Rep #5: Field/Rep #5

Field/Rep #6: Field/Rep #6

Field/Rep #7: Field/Rep #7

Field/Rep #8: Field/Rep #8

Field/Rep #9: Field/Rep #9

Field/Rep #10: Field/Rep #10

Field/Rep #11: Field/Rep #11

Field/Rep #12: Field/Rep #12

Field/Rep #13: Field/Rep #13

Field/Rep #14: Field/Rep #14

Field/Rep #15: Field/Rep #15

Field/Rep #16: Field/Rep #16

Field/Rep #17: Field/Rep #17

Field/Rep #18: Field/Rep #18

Field/Rep #19: Field/Rep #19

Field/Rep #20: Field/Rep #20

Field/Rep #21: Field/Rep #21

Field/Rep #22: Field/Rep #22

Field/Rep #23: Field/Rep #23

Field/Rep #24: Field/Rep #24

Field/Rep #25: Field/Rep #25

Field/Rep #26: Field/Rep #26

Field/Rep #27: Field/Rep #27

Assign Date: 10/12/2016

Assign Status: Submitted Received Self Audit

Assign Due Date: 10/12/2016

Last Insp Date: 10/12/2016

Supp Assign: 0

Supp Date: 10/12/2016

Claim #	Activity Date
1 None	None
2 None	None
3 None	None

Previous Claim(s) History

Claim #	Activity Date
1 None	None
2 None	None
3 None	None

Previous Case(s) History

Case #	Activity Date
1 None	None
2 None	None
3 None	None

Employer Details

Trade Name: Uber

Location: None

Mailing Addr: 7821 Bentram Ave

Employer # 1712566

FEIN: 999999999

City: Philadelphia

Type: Individual

County: Philadelphia

NAICS

State: PA Zip: 19153

Tel #

File Purged on: 10/12/2016

Generate Wage Collection Case

Add Update

Supplemental Claim

Reset

Search Claims

Close

Generate Inspection by Mail Case

WH 475

Claim # 444357

Section: GE-General Enforcer Case #

Entry Date: 10/12/2016 3:09:21 PM
Entered By: Beverly Huber

Claim Details Field Rep/History

Comments/Disburse

Wage Collection/Minor

Project Details

Comments

Disbursement Details

Entry Date Entered By Claims Notes

Print Claim Notes

Add New Note

Spell Check

Employer Details

Trade Name: Uber

Employer # 712566

F EIN 999999999

Location: None

No. of Locations: 0

Type: Individual

City: Philadelphia

NAICS

County: Philadelphia

State: PA Zip: 19153

Tax #

File Purged on: / /

Generate Wage Collection Case

Add Update

Supplemental Claim

Reset

Search Claims

Close

Generate Inspection by Mail Case

WH-46