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6  
7 **UNITED STATES DISTRICT COURT**  
8 **NORTHERN DISTRICT OF CALIFORNIA**

9 TRACY ZIGLER individually, and on behalf of  
10 all others similarly situated,

Case No.

11 v. Plaintiff,  
12 LYFT, INC.,

**CLASS ACTION COMPLAINT**  
**DEMAND FOR JURY TRIAL**

13 Defendant.  
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28  
Case No.

**CLASS ACTION COMPLAINT**

979 Osos St, Ste. A5  
San Luis Obispo, CA 93401  
500 7th Ave, 8th Fl.  
New York, NY 10018  
1617 John F. Kennedy Blvd., 20th Fl.  
Philadelphia, PA 19103



1 Plaintiff Tracy Zigler (“Plaintiff”), individually, and on behalf of all others similarly  
2 situated, brings this class action suit for damages and equitable relief against Lyft, Inc. (“Lyft” or  
3 “Defendant”). Plaintiff alleges the following based upon personal information as to allegations  
4 regarding herself and on her own investigation, on the investigation of her counsel, or on  
5 information and belief as to all other allegations:

6 **NATURE OF THE ACTION**

7 1. Founded in 2012, Lyft provides on demand rideshare services through its mobile  
8 app. Customers enter the address of their destination and then choose their desired ride. Lyft  
9 prioritizes their customer’s ability to customize the features of a ride. At different prices, customers  
10 can order a car with “Extra Comfort,” a “Black SUV” with “more room, more luxury,” or a pet  
11 friendly vehicle. Customers can also pay more for the promise of a predictable and faster pick up.  
12 Unfortunately, with this last feature, Lyft fails to deliver.

13 2. Customers pay a premium for “Priority Pickup,” which advertises a certain,  
14 predictable pickup time and promises to be fastest ride option, but do not receive the benefit of this  
15 bargain. Priority Pickups frequently fail to arrive at the time Lyft advertises. Moreover, their arrival  
16 can be anything but ‘fast’, sometimes taking the same amount of time, or *even longer* than, Lyft’s  
17 “Standard” option. Each of these failures mean that many customers pay a premium price for  
18 benefits that they never receive.

19 3. Because of Lyft’s failure to provide its Priority Pickup service as advertised, Plaintiff  
20 brings claims on behalf of herself and all those similarly situated for violations of the Unfair  
21 Competition Law, Cal. Bus. & Prof. Code, §§ 17200, *et seq.* (“UCL”); The False Advertising Law,  
22 Cal. Bus. & Prof. Code, §§ 17500, *et seq.* (“FAL”); the California Consumers Legal Remedies Act,  
23 Cal. Civ. Code, §§1750 *et seq.*, (“CLRA”); the Pennsylvania Unfair Trade Practices and Consumer  
24 Protection Law (“UTPCPL”), Penn. Trade & Comm. Code, §§ 201-1, *et seq.*; and for unjust  
25 enrichment.

26 **PARTIES**

27 4. Plaintiff Tracy Zigler is a natural person and a Pennsylvania resident. She paid for  
28 Priority Pickup in September 2025. Despite paying a premium price to be picked up by a certain  
Case No. 1 **CLASS ACTION COMPLAINT**

1 time, her ride arrived late, leaving her waiting at her location long past the advertised pickup time.

2 5. Defendant Lyft, Inc. ("Lyft") is a Delaware corporation with its principal place of  
3 business at 185 Berry Street, Suite 400, San Francisco, CA 94107. At all times relevant herein, Lyft  
4 conducted business in the State of California, in the County of San Francisco, within this judicial  
5 district.

6 **JURISDICTION & VENUE**

7 6. This Court has subject matter jurisdiction under the Class Action Fairness Act,  
8 28 U.S.C. § 1332(d) because the aggregate amount in controversy exceeds \$5 million, exclusive of  
9 interests and costs; the number of members of the proposed Classes exceeds 100; and many  
10 members of the proposed Classes are citizens of different states than Defendant.

11 7. This Court has personal jurisdiction over Defendant because it is headquartered in  
12 San Francisco, California and because a substantial portion of the events and conduct giving rise to  
13 Plaintiff's claims occurred in California. Lyft is headquartered in San Francisco, CA and, upon  
14 information and belief, key figures in Lyft's corporate hierarchy and leadership team are located in  
15 San Francisco, including its Chief Executive Officer, Chief Financial Officer, Chief Legal and  
16 Business Officer, Chief Marketing Officer, Vice President of Safety and Customer Care, Vice  
17 President of Growth, Vice President of Partnerships & Loyalty, Chief of Staff to the CEO, and Chief  
18 of Staff to the CFO. Moreover, as of January 2026, Lyft had 2,211 employees in the San Francisco  
19 Bay Area according to their LinkedIn profiles.<sup>1</sup>

20 8. Venue is proper pursuant to 28 U.S.C. § 1391 for the following reasons: (i) the  
21 Defendant resides in this district; and (ii) the conduct complained of herein occurred within this  
22 judicial district.

23 **DIVISIONAL ASSIGNMENT**

24 9. Assignment to the San Francisco or the Oakland Division is proper under Civil Local  
25 Rules 3-2(c) and 3-2(d) because a substantial part of the events or omissions giving rise to Plaintiff's  
26 claims occurred in San Francisco County.

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<sup>1</sup> <https://www.linkedin.com/company/lyft/people/>

## FACTUAL ALLEGATIONS

10. Founded in 2012, Lyft provides on demand rideshare services through its app called “Lyft.” Users can open the app, enter the address of their destination, and then choose their ride.

11. Lyft provides a plethora of ride options, including different vehicle types and, as relevant here, different pickup speeds. Lyft offers three different options in this category: a “Standard” option, a “Wait & Save” option, and a “Priority Pickup” option.

12. Lyft users pay a price premium for Priority Pickup, which is the fastest and most expensive of the three options. On its website, Lyft describes Priority Pickup as the option for people who need a “faster pickup” and need to “get where they want to go quick, fast, and in a hurry.” In contrast, Wait & Save allows riders to “save a few bucks in exchange for a little patience,” while Standard provides an average pick-up time and, thus, a lower price than Priority Pickup.<sup>2</sup>

### 3 new ways to ride with Lyft:

## Faster pickups

Upgrade to Priority Pickup for a faster pickup when you're in a hurry.

This ride mode gives your riders priority over others (hence the name) so they can get where they want to go quick, fast, and in a hurry.

### Reduced pricing

Save money by waiting a little longer for less urgent trips with Wait & Save.

This ride mode allows you to save a few bucks in exchange for a little patience. Wait & Save availability depends on how many drivers are nearby.

13. According to Lyft, Priority Pickup is not only fast relative to other pick-up options, but it is designed specifically to accommodate those who urgently need a ride by providing speed and predictability. This characterization is reflected in Lyft's pricing. Customers are charged a premium for the promise of a fast, predictable pick-up. Lyft's characterization of Wait & Save—"save a few bucks in exchange for a little patience"—further confirms that longer, uncertain wait times should equate to lower costs.

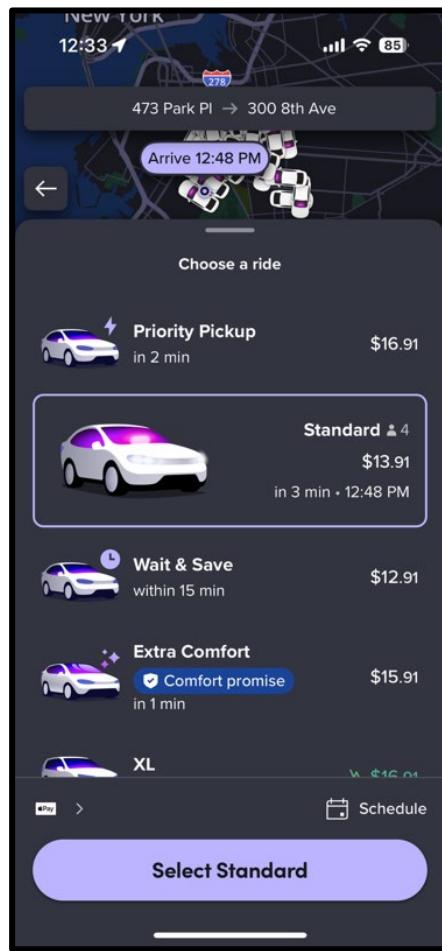
14. Although Priority Pickup makes a laudable promise—pay a premium to receive a predictable and faster pick up—Lyft does not always deliver. Priority Pickups are often uncertain and can take longer to arrive than Lyft advertises, even taking as long as the Wait & Save option *or longer*, meaning that users pay a premium price for a benefit that they never receive.

<sup>2</sup> <https://www.lyft.com/business/resources/product-updates/introducing-3-new-ride-options>

1       15.    But, even when Lyft fails to deliver on Priority Pickup, Lyft still charges users the  
 2 price premium. So, people like Plaintiff end up paying extra for no reason.

3 **I. Priority Pickup Prominently Advertises a Certain Pickup Time**

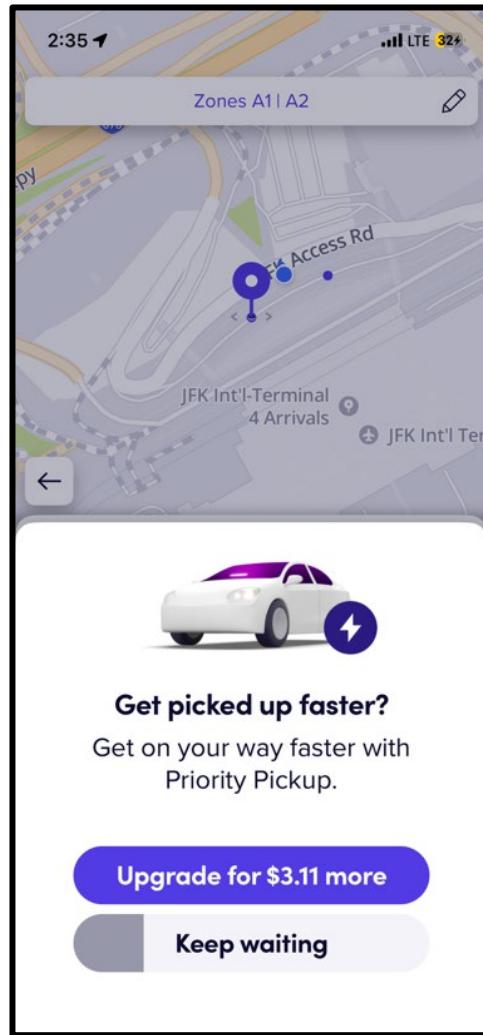
4       16.   Priority Pickup offers the option to pay more in exchange for a faster pick-up time.  
 5 Moreover, Lyft advertises Priority Pickup times to be exact. For example, in the ride options shown  
 6 below, the difference between Standard and Priority Pickup is only one minute. Nonetheless,  
 7 Priority costs \$3 more:



24       17.   By differentiating between pick up times down to the minute, Lyft communicates  
 25 that it can predict exactly when a driver will arrive and can reliably offer precise pickup times to its  
 26 users. Lyft also recognizes through this differentiation that some consumers are willing to pay a  
 27 premium to reduce wait time, even by a single minute. This is further indicated by the presentation  
 28 of Wait & Save times. In contrast to the exact times given for Priority Pickup and Standard, the  
 Case No.

1 Wait & Save option estimates pick up “within 15 min[utes],” indicating that there may be some  
 2 unpredictability in pick up times. Describing some pickup times using exact numbers and some  
 3 using estimates reinforces the idea that the exact numbers for Priority Pickup are accurate. Lyft  
 4 could have displayed Priority Pickup as an estimate. It chose not to, indicating to customers that  
 5 Priority Pickup arrival times are predictable and exact.

6 18. Lyft also incentivizes users to choose Priority Pickup through a pop-up message, as  
 7 shown below. If a user selects Standard Pickup or Wait & Save, Lyft will often show users a  
 8 message asking if they would like to pay more money receive a Priority Pickup.



19. By accepting additional payment in exchange for a Priority ride, Lyft advertises that  
 20 the ride will arrive at a certain time and certainly faster than Lyft’s standard or discount options. As  
 21 explained below, those promises do not line up with the wait-times of actual Priority Pickup  
 22 customers.

1       20. Despite charging more money for Priority Pickup, a Lyft driver does not always  
 2 arrive in the time they advertise. Riders who pay for Priority Pickup often wait longer than Lyft tells  
 3 them they will—sometimes waiting the same length of time as the Standard option or longer. This  
 4 system unjustly enriches Lyft by deceiving consumers into paying more for a service while  
 5 providing them with no additional benefit.

6 **II. Customers' Expectation of Priority Pickup**

7       21. The practices described above commonly create an expectation among Lyft's  
 8 customers that if they pay for Priority Pickup, they will be picked up by the advertised time.  
 9 Accordingly, customers pay a premium for Priority Pickup specifically when pickup time is  
 10 important to them, that is when they require a certain—and faster—pickup time. But many  
 11 customers pay for Priority Pickup only to be left waiting.

12       22. To illustrate, one customer ordered a Priority Pickup ride “at 6:04pm after work”  
 13 because they “had just got out of work and wanted to go home.” The customer complained that “the  
 14 first driver was supposed to arrive in 6 minutes” but “all in all my ‘Priority Pickup’ ride took 36  
 15 minutes [to arrive].”

16        r/Lyft • 4mo ago  
 17       EmberJaneFrost  
**18       "Priority Pickup" ride**  
 19       I ordered a priority pickup ride today at 6:04pm after work and picked Priority Pickup because I had just got out  
 20 of work and wanted to go home, the first driver was supposed to arrive in 6 minutes but as I was waiting I  
 21 watched on the map her going off of the route several times going further and further from me before full on  
 22 stopping moving in a parking lot somewhere after a few minutes I messaged her saying "Dude what are you  
 23 doing." This already being around 6:26pm and after I messaged her she didn't respond and proceeded to  
 24 cancelled the ride a few minutes after and then I had to wait another 15 minutes for the new driver (not his fault  
 25 he was absolutely wonderful) but I didn't get to be picked up until around 6:40pm which means all in all my  
 26 "Priority Pickup" ride took 36 minutes

27       23. Another described how Priority Pickup promises a pickup “within x minutes, then  
 28 assigns me a driver 3x minutes away and then said driver takes 7x minutes to get to me... Happens  
 29 multiple times and it's especially embarrassing when I'm calling Lyft for me and coworkers.”

1  r/Lyft • 3y ago  
bluerang1

...

2 **Starting to think Priority pickup is a scam**3 **Lyft HQ Question**4 Priority pickup says I'll be picked up within x minutes, then assigns me a driver 3x minutes away and then said  
5 driver takes 7x minutes to get to me... Happens multiple times and it's especially embarrassing when I'm calling  
Lyft for me and coworkers. Starting to think this option is a scam and I don't know if the Delta miles are worth  
sticking with Lyft.6  
7 24. A different user paid \$50 for a Priority Pickup so she wouldn't be stranded at a bar  
8 at 2am. The customer "ended up waiting 30 min. The wait and save option claimed 20 minute wait  
9 for less than \$30."10  r/Lyft • 3y ago  
[deleted]

...

11 **Paid almost double for priority pickup. Waited longer than wait and  
12 save time. Support claims I didn't pick priority.**13 As title says. I don't want to be that person but I paid 50 for priority pick up so I don't have to wait at 2am at a bar  
and ended up waiting 30 min. The wait and save option claimed 20 minute wait for less than \$3014 After spending forever even trying to find a way to contact support they claim I never picked priority pickup  
despite my final fair charge matched the price for priority.

15 Has anyone had luck getting help from Lyft or should I just dispute charge at this point?

16  
17 25. By charging a premium price, Lyft creates the expectation that those who pay for  
18 the service will be picked up by the advertised time and, at the very least, faster than if they paid  
19 less for a Standard or Wait & Save ride. This expectation is material because, as shown, reasonable  
20 consumers consider the time of pickup an important factor in deciding whether to purchase Priority  
21 Pickup.22 26. These customer experiences show that Priority Pickup times are inherently  
23 unpredictable and are often slower, not faster, than Lyft's discount options. Lyft recognizes that, as  
24 it notes on its website, users pay for Priority Pickup to "get where they want to go quick, fast, and  
25 in a hurry." However, Lyft does not uphold its end of the bargain and can leave users waiting up to  
26 36 minutes for a Priority ride. Lyft creates the false expectation that by paying for a higher fare, a  
27 customer will be picked up by a certain time, deceiving its customers into paying more money  
28 without providing any additional benefit in speed or dependability.

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1 **III. Lyft is Aware of This Problem**

2 27. Lyft is aware that it cannot provide accurate pickup times to its customers, but  
3 purports to do so anyway. In its 2024 Annual Report under the section titled “Risks Related to  
4 Operational Factors,” Lyft said,

5 Both Priority Pickup and Wait & Save allow for the rider to be matched with the best-located  
6 driver and involve inherent challenges in predicting the future location of drivers.  
7 Accordingly, if our algorithms are unable to consistently match Wait & Save and Priority  
8 Pickup riders, or with appropriate drivers, then our business, financial condition and results  
9 of operations could be adversely affected.<sup>3</sup>

10 28. Anticipating a driver’s location is pivotal to predicting pickup time. However, Lyft  
11 recognizes that accurately predicting this information is an “inherent challenge[]” that threatens its  
12 business model, identifying it as an element of risk that could negatively impact the company.

13 29. Even though Lyft is aware that its Priority Pickup algorithm is flawed, it still markets  
14 precise Priority Pickup times rather than an estimated range. This practice is intentionally  
15 misleading, intended to trick consumers into paying more for a benefit they may or may not receive.  
16 And if Lyft does not deliver, it keeps the price premium rather than refunding its users so they pay  
17 the Standard fare, which they would have otherwise paid but for Lyft’s promise of a faster ride.

18 30. Lyft continues to mislead its customers because, in aggregate, the increased fees paid  
19 for a Priority Pickup contribute to large profit margins. If Lyft charges an extra \$3 for an alleged  
20 one minute faster pick up, as shown earlier in the complaint, it can—and does—charge an even  
21 larger premium for a greater advertised difference in pick up times.

22 31. In the fourth quarter of 2024, Lyft had 24.7 million unique riders.<sup>4</sup> If each unique  
23 rider paid an extra \$3 for a Priority ride just once that quarter, Lyft would have earned an extra  
24 \$74.1 million dollars in three months. This equates to \$296.4 million per year, or over five percent  
25 of Lyft’s 2024 revenue, in one-time Priority Pickup fees alone.<sup>5</sup> This figure is an extremely

26 <sup>3</sup> Lyft Annual Report 2024, 32. <https://investor.lyft.com/sec-filings/all/sec-filings/content/0001759509-25-000071/0001759509-25-000071.pdf>.

27 <sup>4</sup> Lyft Annual Report 2024, 54-55. <https://investor.lyft.com/sec-filings/all/sec-filings/content/0001759509-25-000071/0001759509-25-000071.pdf>

28 <sup>5</sup> <https://investor.lyft.com/news-events/press-releases/detail/103/lyft-reports-record-q4-and-full-year-2024-results>

1 conservative estimate. Given the many repeat Priority Pickup users, the fact that there are much  
 2 more expensive Priority Pickup rides, and other factors, revenue from Priority Pickup fees is likely  
 3 much larger \$296.4 million per year.

4       32.   Lyft benefits greatly from this promise of a certain pick-up time even though it  
 5 knows that it cannot always deliver.

6 **IV.   Lyft Coerces Riders into Paying for Priority Pickup**

7       33.   Lyft uses several coercive tactics to induce riders to choose Priority Pickup over  
 8 other, less expensive options.

9       34.   First, Lyft exploits what is known as the “marketing placebo effect” a phenomenon  
 10 where people “tend to value expensive items over their cheaper counterparts.”<sup>6</sup> Customers tend to  
 11 prefer more expensive items because they think a higher price mitigates risk. Customers also believe  
 12 expensive items are inherently higher quality. As one finance professor explained to the *Business*  
 13 *Insider*, people are “more likely to pay more for something if they perceive a lower-priced product  
 14 as giving lower satisfaction and a higher risk”<sup>7</sup>

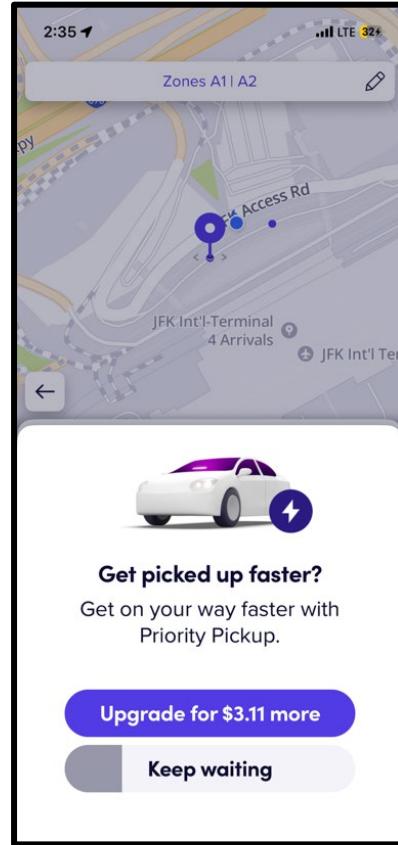
15       35.   Even though the difference between a Standard ride and a Priority Pickup ride can  
 16 be as negligible as one minute according to Lyft’s representations, Lyft knows that people “in a  
 17 hurry” will pay an extra \$3 to avoid the risk of getting picked up late. Lyft capitalizes on this  
 18 association between price and dependability when, in reality, a Priority Pickup ride comes with  
 19 significant risk because Lyft does not consistently deliver on its advertised pickup time.

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28       <sup>6</sup> <https://www.businessinsider.com/sc/why-we-like-expensive-things-2018-12>

7 <https://www.businessinsider.com/sc/why-we-like-expensive-things-2018-12>

1       36. Second, Lyft also frequently implements what the Federal Trade Commission (FTC)  
 2 calls “dark patterns,” or deceptive practices implemented by businesses to manipulate consumers  
 3 into making choices they would not ordinarily make.<sup>8</sup> For example, as shown above, Lyft presents  
 4 riders with a pop-up message asking if they want to “get picked up faster with Priority Pickup”:



18       37. The rider has two options: “upgrade for \$3.11 more” or “keep waiting.” By forcing  
 19 riders to press a button that says, “keep waiting” Lyft engages in what the FTC calls “confirm  
 20 shaming”—“using shame to steer users away from certain choices by framing the alternatives as a  
 21 bad decision.”<sup>9</sup> Lyft employs this specific language so that choosing the more expensive option  
 22 (here, Priority Pickup) appears beneficial by telling customers they are “upgrading,” and staying  
 23 with the previously selected and less expensive option seems foolish, by highlighting that customers  
 24 will have to “keep waiting” when they could purportedly get to their destination faster.

25       38. The “keep waiting” button also serves as a timer, with the dark gray area quickly

27       <sup>8</sup> See FTC Staff Report, *Bringing Dark Patterns to Light* at 25 (Sept. 2022), available at  
 28 [https://www.ftc.gov/system/files/ftc\\_gov/pdf/P214800%20Dark%20Patterns%20Report%209.14.2022%20-%20FINAL.pdf](https://www.ftc.gov/system/files/ftc_gov/pdf/P214800%20Dark%20Patterns%20Report%209.14.2022%20-%20FINAL.pdf)

<sup>9</sup>*Id.*

1 getting smaller and effectively ‘counting down’ to zero. Including this timer creates a false sense of  
2 urgency, motivating riders to take advantage of this seemingly limited opportunity to upgrade. This  
3 is another example of a dark pattern as it creates “pressure to buy immediately,” robbing consumers  
4 of their ability to make thoughtful, intentional purchasing decisions.

5       39. Despite its inability to deliver on the advertised Priority Pickup times, Lyft  
6 manipulates consumers into choosing Priority Pickup for its own financial gain. Lyft has been  
7 unjustly enriched by its use of deceptive marketing tactics, inducing consumers to pay for a service  
8 by falsely advertising a certain benefit that Lyft cannot reliably bestow on users.

#### 9           **CALIFORNIA LAW APPLIES TO THE ENTIRE NATIONWIDE CLASS**

10       40. California’s substantive laws apply to every class member, regardless of where in  
11 the United States the class member resides.

12       41. California’s substantive laws may be constitutionally applied to the claims of  
13 Plaintiff and the Classes under the Due Process Clause, 14th Amend. §1, and the Full Faith and  
14 Credit Clause, Art. IV §1 of the U.S. Constitution. California has significant contacts, and a  
15 significant aggregation of contacts, with the claims asserted by Plaintiff and all class members,  
16 creating state interests such that the choice of California state law is not arbitrary or unfair.

17       42. Lyft’s United States headquarters and principal place of business is located in  
18 California. Lyft’s key executives and employees are located in California. On information and  
19 belief, Lyft also owns property and conducts substantial business in California. Therefore,  
20 California has a significant interest in regulating Lyft’s conduct under its laws. Lyft’s decision to  
21 reside in California, avail itself of California’s laws, and to engage in the challenged conduct, which  
22 originates from and emanates out of California, renders the application of California law to the  
23 claims here constitutionally permissible. Upon information and belief, California is the state from  
24 which Lyft’s alleged misconduct and false statements emanated. This conduct similarly injured and  
25 affected Plaintiff and all other class members.

26       43. The application of California laws to the Classes is also appropriate under  
27 California’s choice of law rules. California has significant contacts with the claims of Plaintiff and  
28 the proposed Classes, and California has a greater interest in applying its laws here than any other

1 interested state.

## 2 PLAINTIFF'S AND THE CLASS MEMBERS' CLAIMS ARE NOT ARBITRABLE

3 44. Lyft's Terms of Service (the "Terms"), last updated December 13, 2024, contain an  
4 unconscionable dispute resolution procedure that, as applied to this case, mandates a dispute  
5 resolution process that "is not arbitration as envisioned by the FAA[.]" *See Heckman v. Live Nation*  
6 *Entm't*, 120 F.4th 670, 690 (9th Cir. 2024). Instead of mandating traditional bilateral arbitration,  
7 Lyft's Terms mandate a batching process that could delay the resolution of Plaintiff's claims for  
8 years. The Terms also contain additional unconscionable provisions that, along with the batching  
9 process, render the entire dispute resolution provision unconscionable.

10 45. The Terms completely waive the right of consumers to seek public injunctive relief  
11 in any form and in any forum. The Terms purport to waive consumers' rights to sue in court and  
12 then stating that an "arbitrator shall have no authority to consider or resolve any Claim or issue any  
13 relief on a class, collective, or representative basis[.]" Terms § 17(b). Injunctive relief may only be  
14 awarded to an "individual party . . . to provide relief warranted by that party's individual claims."  
15 *Id.* The Terms also purport to waive Lyft users' rights to sue on a collective basis under the Private  
16 Attorneys General Act of 2004. *Id.* § 17(c)

17 46. The Terms also mandate an onerous "Pre-Arbitration Process." Lyft describes this  
18 process as "essential so that [users] and Lyft have a meaningful chance to resolve disputes  
19 informally" but the process operates to both formalize and delay any arbitration. "A party who  
20 intends to initiate arbitration must first send to the other a written notice of the dispute ('Notice')"  
21 which "must (1) describe the factual and legal nature and basis of the claim or dispute; (2) set forth  
22 the specific relief sought; and (3) include the name, mailing and email address, and phone number  
23 of the party sending the Notice." *Id.* § 17(d). This essentially requires Lyft users to draft a  
24 complaint—in substance, if not form—before initiating an "informal[]" arbitration. *Id.*

25 47. Lyft imposes further hurdles in its "Pre-Arbitration Process" by mandating that any  
26 Notice "must be personally signed", which seems to contemplate a wet signature, and "sent by  
27 email" to the responding party. *Id.* Customers with no ready access to a printer and scanner will be  
28 prevented, or at least frustrated, in their attempts to submit a Notice in accordance with Lyft's terms.

1 The Terms also note that users “*might* be required to provide” additional information granting Lyft  
2 “authentication and consent” to share user data with an arbitrator or attorney. *Id.* (emphasis added).  
3 Lyft does not say what is required to provide appropriate “authentication and consent” (*see id.*)  
4 leaving customers to only guess at whether they have drafted a proper Notice.

5 48. Failure to follow any aspect of the “Pre-Arbitration Process” subjects consumers’  
6 claims to mandatory dismissal, even if the arbitration is already well-underway. *Id.* (“If any aspect  
7 of these requirements has not been met, . . . [claims] must be dismissed [by the arbitrator].”). A  
8 court may also “enjoin the filing or prosecution of an arbitration or assessment or collection of any  
9 arbitration fees” if any aspect of the “Pre-Arbitration Process” is not followed, and process  
10 arbitrators have “the same authority as a court” to stay arbitrations on this basis. *Id.*

11 49. Far from containing an arbitration clause that allows for speedy, informal, resolution  
12 of disputes in bilateral arbitration, Lyft’s Terms envision judicial oversight of its Pre-Dispute  
13 process before even allowing a user to arbitrate his or her claim.

14 50. Worse, even when followed to a tee, the “Pre-Arbitration Process” works to delay  
15 the resolution of customer’s claims. “Whoever sends the Notice must give the other party 60 days  
16 from the receipt of the complete notice (including the Authentication and Consent, if required) to  
17 investigate the claim before commencing an arbitration.” *Id.* Customers must wait, at the very least,  
18 two months after serving a Notice before their arbitration may begin. If there is even a single error  
19 in the Notice they submit, that delay will be substantially longer since the two-month waiting period  
20 only begins when a “complete Notice” is submitted. *Id.*

21 51. If a customer, through no fault of their own, fails to satisfy the indefinite standard  
22 for providing “authentication and consent” but submits a personally signed and emailed Notice  
23 which provides all the necessary facts, spells out a claim for relief, and properly lists the customer’s  
24 contact information, the Notice will be deemed defective and, thus, incomplete. *See id.* (listing  
25 proper “Authentication and Consent” as an element of a “complete Notice”).

26 52. Worse, the Terms contain an unconscionable batching and bellwether provision. If  
27 twenty-five (25) or more “similar claims” are filed by “the same or coordinated counsel” a  
28 “modified” version of the AAA’s Mass Arbitration Supplementary Rules will apply. *Id.* § 17(h). In

1 that scenario, “all of the cases must be resolved in arbitration in stages using bellwether  
2 proceedings,” a process which, Lyft admits, “may delay the arbitration of [each] claim.” In the first  
3 stage, forty cases are filed and individually resolved, one-by-one. *Id.* While the first batch is being  
4 arbitrated, “no other cases may be filed in arbitration, and the AAA shall not accept, administer, or  
5 demand payment of fees for arbitrations” not submitted in the first batch. *Id.* This first stage operates  
6 to indefinitely delay the filing and resolution of any claims that are not among the first forty to be  
7 resolved. This alone makes the provision unconscionable.

8 53. When this first bellwether stage is viewed in conjunction with the second (and  
9 successive) stages of batched arbitration, the effect of the procedures—which is to indefinitely delay  
10 resolution of claims—becomes even more pronounced. In the second stage of the bellwether  
11 process, “the parties *must* engage in a single mediation of *all remaining cases*,” first with an outside  
12 mediator and then, if the first mediation is unsuccessful, with an AAA mediator selected via a “rank  
13 and strike” process. *Id.* (emphasis added). This mandated procedure will not necessarily result in a  
14 settlement.

15 54. If, after repeated rounds of mediation, a global settlement cannot be reached, the  
16 batching process continues in tranches of one hundred cases at a time, indefinitely. *Id.* These  
17 provisions may be enforced by court order or order of a process arbitrator, if one is appointed. *Id.*  
18 As explained in *Heckman*, which considered a similar process, a batched, bellwether dispute  
19 resolution process is not the “fair and efficient alternative to bilateral judicial proceedings”  
20 contemplated by the Federal Arbitration Act (“FAA”). *See Heckman*, 120 F.4th at 689 (“We agree  
21 with our concurring colleague that the FAA simply does not apply to and protect the mass arbitration  
22 model set forth in Ticketmaster’s Terms and New Era’s Rules.”); *see also id.* at 690-93 (Vandyke,  
23 J., concurring). Moreover, an agreement to reach a global settlement through mediation is not, by  
24 definition, an agreement to arbitrate. *See Terms* § 17(h). The process proscribed in Lyft’s Terms is  
25 not arbitration as defined under the FAA. *See Heckman*, 120 F.4th at 690.

26 55. Accordingly, because the dispute resolution provisions of Lyft’s Terms are  
27 unconscionable and, separately, do not mandate the resolution of claims through bilateral  
28 arbitration, none of Plaintiff’s or the Classes’ claims are subject to arbitration here and Lyft’s class

1 waiver is invalid.

## 2 CLASS ACTION ALLEGATIONS

3 56. Plaintiff brings this lawsuit as a class action under Federal Rule of Civil Procedure  
4 23.

5 57. Plaintiff brings this action on behalf of herself and on behalf of the following Classes,  
6 initially defined as follows:

7 **Nationwide Class:** All persons in the United States, within the applicable statute  
8 of limitations, who paid for Priority Pickup but were not picked up within the  
advertised time.

9 **Pennsylvania Class:** All persons in Pennsylvania, within the applicable statute of  
10 limitations, who paid for Priority Pickup but were not picked up within the  
advertised time.

11 58. Excluded from each Class are: (1) Lyft, any entity or division in which Lyft has a  
12 controlling interest, and its legal representatives, officers, directors, assigns, and successors; (2) the  
13 Judge to whom this case is assigned and the Judge's staff; and (3) those persons who have suffered  
14 personal injuries as a result of the facts alleged herein.

15 59. Plaintiff reserves the right to re-define any of the class definitions prior to class  
16 certification and after having the opportunity to conduct discovery.

17 60. The claims of all class members derive directly from a single course of conduct by  
18 Lyft. Lyft has engaged and continues to engage in uniform and standardized conduct toward the  
19 class members.

20 61. Certification of Plaintiff's claims is appropriate because Plaintiff can prove the  
21 elements of Plaintiff's claims on a class-wide basis using the same evidence as would be used to  
22 prove those elements in individual actions alleging the same claim.

23 62. Accordingly, Plaintiff brings this lawsuit as a class action on Plaintiff's own behalf  
24 and on behalf of all other individuals similarly situated pursuant under Fed. R. Civ. P. 23. This  
25 action satisfies the numerosity, commonality, typicality, adequacy, predominance, and superiority  
26 requirements of these provisions. Specifically, this action has been properly brought and may  
27 properly be maintained as a class action under Rule 23(a)(1-4), Rule 23(b)(1), (2), or (3), and/or  
28 Rule 23(c)(4) of the Federal Rules of Civil Procedure.

1       63.    **Numerosity** (Fed. R. Civ. P. 23(a)(1)): The members of the proposed Class are so  
2 numerous that their individual joinder would be impracticable. While the exact number is not known  
3 at this time, it is generally ascertainable by appropriate discovery, and it is believed the class  
4 includes tens of thousands, if not hundreds of thousands of members.

5       64.    **Commonality and Predominance** (Fed. R. Civ. P. 23(a)(2); 23(b)(3)): Common  
6 questions of law and fact exist as to all class members. These questions predominate over the  
7 questions affecting only individual class members. The common legal and factual questions include,  
8 without limitation:

- 9           a) Whether Lyft engaged in the conduct alleged in this Complaint;
- 10           b) Whether Lyft violated the applicable statutes alleged herein;
- 11           c) Whether Lyft's conduct emanated from the State of California;
- 12           d) Whether Plaintiff and the class members are injured and harmed directly by Lyft's  
13           conduct; and
- 14           e) Whether Plaintiff and the class members are entitled to damages due to Lyft's conduct  
15           as alleged in this Complaint, and if so, in what amounts.

16       65.    **Typicality of Claims** (Fed. R. Civ. P. 23(a)(3)): The claims of Plaintiff and the  
17 respective Classes are based on the same legal theories and arise from the same unlawful and willful  
18 conduct of Lyft, resulting in the same injury to the Plaintiff and Classes. Plaintiff and all class  
19 members are similarly affected by Lyft's wrongful conduct and were damaged in the same way.  
20 Plaintiff's interests coincide with, and are not antagonistic to, those of the other class members.  
21 Plaintiff has been damaged by the same wrongdoing set forth in this Complaint.

22       66.    **Adequacy of Representation** (Fed. R. Civ. P. 23(a)(4)): Plaintiff is an adequate  
23 representative of the Classes because her interests do not conflict with the interests of the class  
24 members, and she has retained counsel who are competent and experienced in complex class  
25 actions, mass arbitrations, and consumer litigations. Plaintiff and her counsel will fairly and  
26 adequately protect the interest of the class members.

27       67.    **Superiority of a Class Action** (Fed. R. Civ. P. 23(b)(3)): A class action is superior  
28 to other available means for the fair and efficient adjudication of the claims of Plaintiff and class

1 members. There is no special interest in class members individually controlling the prosecution of  
2 separate actions. The damages suffered by individual class members, while significant, are small  
3 given the burden and expense of individual prosecution of the complex and extensive litigation  
4 necessitated by Lyft's conduct. Further, it would be virtually impossible for the class members  
5 individually to redress effectively the wrongs done to them. And, even if class members themselves  
6 could afford such individual litigation; the court system could not, given the thousands of cases that  
7 would need to be filed. Individualized litigation would increase the delay and expense to all parties  
8 and the court system, given the complex legal and factual issues involved. By contrast, the class  
9 action device presents far fewer management difficulties and provides the benefits of single  
10 adjudication, economy of scale, and comprehensive supervision by a single court.

11 68. **Appropriateness of Final Injunctive or Declaratory Relief** (Fed. R. Civ. P.  
12 23(b)(2)): In the alternative, this action may properly be maintained as a class action, because:

- a) the prosecution of separate actions by individual class members would create a risk of inconsistent or varying adjudication with respect to individual class members, which would establish incompatible standards of conduct for Lyft; or
- b) the prosecution of separate actions by individual class members would create a risk of adjudications with respect to individual class members which would, as a practical matter, be dispositive of the interests of other class members not parties to the adjudications, or substantially impair or impede their ability to protect their interests; or
- c) Lyft has acted or refused to act on grounds generally applicable to the Class, thereby making appropriate final injunctive or corresponding declaratory relief with respect to the Class as a whole.

## COUNT I

**Violations of California's Unfair Competition Law ("UCL")  
Cal. Business & Professional Code §§17200 *et seq.*  
(By Plaintiff, individually and on behalf of the Nationwide Class)**

26        69. Plaintiff incorporates by reference all allegations in this Complaint and restates them  
27 as if fully set forth herein.

<sup>28</sup> 70. California Business & Professions Code, §§ 17200, *et seq.* prohibits unfair

1 competition and provides, in pertinent part, that “unfair competition shall mean and include  
2 unlawful, unfair or fraudulent business practices and unfair, deceptive, untrue or misleading  
3 advertising.” Lyft’s false and misleading advertising claims regarding its Priority Pickup option  
4 violate all three prongs—unlawful, unfair, and fraudulent—of the UCL.

5       71. First, Lyft's representations and omissions regarding Priority Pickup are unlawful  
6 because they are misleading to a reasonable consumer and violate California's Consumer Legal  
7 Remedies Act, California's False Advertising Law, and Pennsylvania's Unfair Trade Practices and  
8 Consumer Protection Law, as alleged herein.

9       72. Second, Lyft's representations and omissions regarding Priority Pickup violates the  
10      "unfair" prong of the UCL because they are illegal, immoral, unscrupulous, and substantially  
11      injurious to consumers, and the negative impact of these representations and omissions on  
12      consumers outweighs any reasons, justifications, or motives for Lyft's conduct.

13       73.     Third, Lyft's representations and omissions violate the "fraudulent" prong of the  
14 UCL because they are likely to deceive members of the public.

15       74. Plaintiff Zigler and members of the Nationwide and Pennsylvania classes reasonably  
16 relied on Defendant's representations and omissions. The representations and omissions were  
17 material, because a reasonable consumer would consider the certainty of an expected pickup time  
18 and the speed of pickup to be important factors in deciding whether to purchase Priority Pickup,  
19 and those facts were a substantial factor in Plaintiff's and class members' decisions to pay more and  
20 purchase a Priority Pickup ride.

21       75. As a direct and proximate result of Defendant's violations of the UCL, Plaintiff  
22 Zigler, the Nationwide Class, and the Pennsylvania Class have suffered injury in fact and have lost  
23 money. Plaintiff Zigler, the Nationwide Class, and the Pennsylvania Class all paid an unwarranted  
24 premium for Priority Pickup and/or were denied the benefit of their bargain.

25        76. Absent Lyft's misrepresentations and omissions, Plaintiff Zigler and the class  
26 members would not have purchased Priority Pickup or would have paid substantially less for it.

27       77. Plaintiff Zigler seeks relief for violations of the UCL in the form of restitution, and/or  
28 disgorgement of ill-gotten gains to compensate and make whole herself, the Nationwide Class, and

1 the Pennsylvania Class. Restitution is appropriate because it is more certain, prompt, and efficient  
2 as compared to damages. Further, to obtain a full refund through damages, Plaintiff would have to  
3 show that Priority Pickup has no market value, whereas that showing is not required for restitution.

4       78.     As a result of these violations under each of the fraudulent, unfair, and unlawful  
5 prongs of the UCL, Lyft has been unjustly enriched at the expense of Plaintiff and members of the  
6 proposed Classes. Specifically, Lyft has been unjustly enriched by obtaining revenues and profits it  
7 would not otherwise have obtained absent their false, misleading, and deceptive conduct.

8       79. Through its unfair acts and practices, Lyft has improperly obtained money from  
9 Plaintiff and the class members. As such, Plaintiff requests that this Court cause Lyft to restore this  
10 money to Plaintiff and all class members, and to enjoin them from continuing to violate the UCL,  
11 and/or from violating the UCL in the future. Otherwise, Plaintiff, the class members, and members  
12 of the general public may be irreparably harmed and/or denied an effective and complete remedy if  
13 such an order is not granted.

14        80.    **Permanent public injunctive relief.** Plaintiff, acting as a private attorney general,  
15 also seeks public injunctive relief to protect the general public from Lyft's conduct.

16        81.    Lyft's false advertising and manipulative tactics are ongoing and will continue to  
17 harm the public absent a permanent public injunction. Accordingly, Plaintiff seeks a permanent  
18 injunction to enjoin Lyft from engaging in the misconduct alleged herein. Injunctive relief is  
19 appropriate because Lyft continues to deceptively market its Priority Pickup option as providing a  
20 certain pick-up time. Injunctive relief is necessary to prevent Lyft from continuing to engage in  
21 unlawful conduct and to prevent future harm to Plaintiff, the Nationwide class and the Pennsylvania  
22 class, which cannot be achieved through available legal remedies.

## COUNT II

## Violations of California's False Advertising Law ("FAL")

Cal. Business & Professional Code §§ 17500 et seq.

**(By Plaintiff, individually and on behalf of the Nationwide Class)**

26       82. Plaintiff incorporates by reference all allegations in this Complaint and restates them  
27       as if fully set forth herein.

<sup>28</sup> 83. The False Advertising Law, codified at Cal. Bus. & Prof. Code §§ 17500, *et seq.*,

1 prohibits “unfair, deceptive, untrue or misleading advertising[.]” The FAL prohibits not only  
2 advertising which is false, but also advertising which, although true, is either actually misleading or  
3 has a capacity, likelihood, or tendency to deceive or confuse the public.

4       84.    Defendant violated the FAL when it advertised and marketed Priority Pickup through  
5 the unfair, deceptive, and misleading representations and omissions disseminated to the public, all  
6 of which communicated that paying more for Priority Pickup would mean a pick-up by a certain  
7 time. Many riders who pay for a Priority Pickup are not picked up by the advertised time, leaving  
8 them waiting longer than expected even after paying a premium for a Priority Pickup. In short,  
9 Priority Pickup often cannot deliver the advertised benefits of the service, which include a  
10 purportedly certain pickup time and a faster pickup time than Lyft’s standard and discount options.

11       85.    Plaintiff Zigler and members of the Nationwide and Pennsylvania classes reasonably  
12 relied on Lyft’s representations and omissions. These representations and omissions were material  
13 because a reasonable consumer would consider the time of pickup an important factor in deciding  
14 whether to purchase Priority Pickup. The representations and omissions were also a substantial  
15 factor in Plaintiff’s and class members’ decisions to pay for Priority Pickup.

16       86.    As a direct and proximate result of Lyft’s violations of the FAL, Plaintiff Zigler, the  
17 Nationwide Class, and the Pennsylvania Class have all suffered injury in fact and have lost money.  
18 Plaintiff, the Nationwide Class, and the Pennsylvania Class paid an unwarranted premium for  
19 Priority Pickup and/or were denied the benefit of their bargain.

20       87.    Absent Lyft’s misrepresentations and omissions, Plaintiff Zigler and the class  
21 members would not have purchased Priority Pickup or would have paid substantially less for it.

22       88.    Plaintiff Zigler seeks relief for violations of the FAL in the form of restitution, and/or  
23 disgorgement of ill-gotten gains to compensate and make whole herself, the Nationwide Class, and  
24 the Pennsylvania Class. Restitution is appropriate because it is more certain, prompt, and efficient  
25 as compared to damages. Further, to obtain a full refund through damages, Plaintiff would have to  
26 show that Priority Pickup has no market value, whereas that showing is not required for restitution.

27       89.    **Permanent public injunctive relief.** Plaintiff, acting as a private attorney general,  
28 also seeks public injunctive relief to protect the general public from Lyft’s conduct.

1       90.    Lyft's false advertising and manipulative tactics are ongoing and will continue to  
2 harm the public absent a permanent public injunction. Accordingly, Plaintiff seeks a permanent  
3 injunction to enjoin Lyft from engaging in the misconduct alleged herein. Injunctive relief is  
4 appropriate because Lyft continues to deceptively market Priority Pickup as advertising a certain  
5 pick-up time. Injunctive relief is necessary to prevent Lyft from continuing to engage in unlawful  
6 conduct and to prevent future harm to Plaintiff and the Nationwide and Pennsylvania classes which  
7 cannot be achieved through available legal remedies.

### COUNT III

**Violations of the California Consumers Legal Remedies Act (“CLRA”)**  
**Cal. Civ. Code. §§1750 et seq.**  
**(By Plaintiff, individually and on behalf of the Nationwide Class)**

11       91. Plaintiff incorporates by reference all allegations in this Complaint and restates them  
12 as if fully set forth here.

13           92. Plaintiff and the other class members are consumers within the meaning of Cal. Civ.  
14           Code § 1761(d) and have engaged in a transaction within the meaning of Cal. Civ. Code §§ 1761(e)  
15           and 1770.

16       93.    Lyft is a “person” within the meaning of Cal. Civ. Code §§ 1761(c) and 1770 and  
17    sells “goods or services” within the meaning of Cal. Civ. Code §§ 1761(b) and 1770.

18           94.     Lyft and its Products are a “good” or “service” within the meaning of Cal. Civ. Code.  
19           §§ 1761(a) and (b).

20       95.    Lyft has violated § 1770(a)(5) by representing that the Product had characteristics it  
21 did not have. Lyft advertises Priority Pickup as arriving at a specific pickup time, but, as Lyft  
22 acknowledges, the algorithm that predicts pickup time is flawed. Therefore, despite being advertised  
23 as such, Priority Pickup times cannot be reliably predicted.

24       96.     Lyft has violated § 1770(a)(7) by misrepresenting that the Product is of a particular  
25 standard, quality, or grade. Priority Pickup is marketed as providing a fast pickup within a certain  
26 amount of time. However, in many instances, Priority Pickup rides do not arrive in the advertised  
27 window, sometimes arriving as slowly as Standard or Wait & Save rides or, in some cases, even  
28 slower. Thus, Priority Pickup is not of the premium standard, quality, or grade of which it is

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1 advertised; it is advertised with a certain, dependable pickup time when, in fact, pickup times are  
2 inherently unpredictable; pickup times are also slower than advertised, and sometimes the same  
3 quality—or worse—than supposedly subpar pickup options, namely Standard or Wait & Save.

4 97. Lyft has violated § 1770(a)(9) by advertising the Products with an intent not to sell  
5 them as advertised. Lyft advertises Priority Pickup as arriving at a specific pickup time, but, as Lyft  
6 acknowledges, the algorithm that predicts pickup time is flawed. Therefore, despite being advertised  
7 as such, Priority Pickup times are not reliable. Lyft also advertises Priority Pickup as arriving faster  
8 than its other options but, as Lyft is aware, Priority Pickups can arrive as slowly, or slower, than its  
9 other options. Therefore, despite being advertised as such, Priority Pickup rides are not always  
10 faster.

11 98. Plaintiff and the other class members suffered actual damages as a direct and  
12 proximate result of Lyft's violation of the CLRA for conduct alleged herein.

13 99. Plaintiff and the class members demand judgment against Lyft for injunctive relief  
14 and attorney's fees.

15 100. **Permanent public injunctive relief.** Plaintiff, acting as a private attorney general,  
16 seeks public injunctive relief to protect the general public from Lyft's conduct.

17 101. Lyft's false advertising and manipulative tactics are ongoing and will continue to  
18 harm the public absent a permanent public injunction. Accordingly, Plaintiff seeks a permanent  
19 injunction to enjoin Lyft from engaging in the misconduct alleged herein. Injunctive relief is  
20 appropriate because Lyft continues to deceptively market Priority Pickup with certain pick-up times.  
21 Injunctive relief is necessary to prevent Lyft from continuing to engage in unlawful conduct and to  
22 prevent future harm to Plaintiff and the Nationwide and Pennsylvania classes which cannot be  
23 achieved through available legal remedies.

#### 24 **COUNT IV**

#### 25 **Violations of Pennsylvania's** 26 **Unfair Trade Practices and Consumer Protection Law ("UTPCPL")** 27 **73 P.S. §§ 201-1, *et seq.*** 28 **(By Plaintiff, individually and on behalf of the Pennsylvania Class)**

102. Plaintiff incorporates by reference all allegations in this Complaint and restates them  
as if fully set forth herein.

1       103. Plaintiff and the other class members are “persons” within the meaning of 73 P.S.  
2       § 201-2 (2).

3       104. Lyft is a “person” within the meaning of 73 P.S. § 201-2(2) and engages in  
4       “commerce” within the meaning of 73 P.S. § 201-2(3).

5       105. Lyft has violated § 201-2(4)(v) by representing that the Priority Pickup service had  
6       characteristics and benefits it did not have. Lyft advertises Priority Pickup as arriving at a specific  
7       pickup time, but, as Lyft acknowledges, the algorithm that predicts pickup time is flawed. Therefore,  
8       despite being advertised as such, Priority Pickup cannot be reliably predicted. Lyft also advertises  
9       Priority Pickup as arriving faster than its other options but, as Lyft is aware, Priority Pickups can  
10      arrive as slowly, or slower, than its other options. Therefore, despite being advertised as such,  
11      Priority Pickup rides are not always faster.

12      106. Lyft has violated § 201-2(4)(vii) by misrepresenting that the Priority Pickup service  
13      is of a particular standard, quality, or grade. Priority Pickup is marketed as providing a both a certain  
14      and faster pickup. However, in many instances, Priority Pickup does not arrive by the advertised  
15      pickup time. In some cases, it arrives as slowly as Standard or Wait & Save rides or even slower.  
16      Thus, Priority Pickup is not of the premium standard, quality, or grade of which it is advertised; it  
17      is uncertain, slower than advertised, and sometimes the same quality—or worse—than supposedly  
18      subpar pickup options.

19      107. Lyft has violated § 201-2(4)(ix) by advertising the Priority Pickup service with an  
20      intent not to sell it as advertised. Lyft advertises Priority Pickup as providing a certain pickup time,  
21      but, as Lyft acknowledges, the algorithm that predicts pickup time is flawed.

22      108. Plaintiff and the other class members suffered actual damages as a direct and  
23      proximate result of Lyft’s violation of Pennsylvania’s Unfair Trade Practices and Consumer  
24      Protection Law for conduct alleged herein.

25      109. Lyft’s conduct has therefore caused and is causing immediate and irreparable injury  
26      to Plaintiff and the class members and will continue to damage Plaintiff and the class members and  
27      deceive the public unless enjoined by this Court.

28      110. Plaintiff and the class members demand judgment against Lyft for actual damages

1 (or, at minimum, \$100 in statutory damages), treble damages and attorney's fees and costs, pursuant  
2 to § 201-9.2(a), and for injunctive relief, pursuant to § 201-9.2(b).

3 **COUNT V**

4 **Unjust Enrichment**

5 **(By Plaintiff, individually and on behalf of All Classes)**

6 111. Plaintiff incorporates by reference all allegations in this Complaint and restates them  
7 as if fully set forth herein.

8 112. Lyft misrepresented that by paying for a Priority Pickup, Plaintiff and the class  
9 members would receive pickup by a certain time. When Lyft picked up users later than advertised,  
10 Lyft retained the price premium.

11 113. Plaintiff and the class members spent significant amounts of money on premium  
12 Priority Pickup fees that they were deceived and manipulated into purchasing by Lyft's dark patterns  
13 and misleading advertising.

14 114. It would be unfair for Lyft to keep the money spent without compensating Plaintiff  
15 and the class members.

16 **PRAYER FOR RELIEF**

17 WHEREFORE, Plaintiff demands judgment on behalf of herself, the Nationwide Class, and  
18 the Pennsylvania Subclass as follows:

- 19 A. certifying the Class pursuant to Rule 23 of the Federal Rules of Civil Procedure,  
20 appointing Plaintiff as representatives of the Class, and designating Plaintiff' counsel  
21 as Class Counsel;
- 22 B. awarding Plaintiff and the Class compensatory damages and actual damages, to be  
23 determined by proof;
- 24 C. awarding Plaintiff and the Class appropriate relief, including actual and statutory  
25 damages;
- 26 D. for punitive damages;
- 27 E. for civil penalties, including statutory and treble damages under Pennsylvania's  
28 UTPCPL;

1 F. for injunctive relief on behalf of Plaintiff and the Classes, as well as on behalf of the  
2 public;

3 G. for declaratory and equitable relief, including a declaration that Lyft violated and has  
4 continued to violate, California's UCL, FAL, and CLRA, Pennsylvania's UTPCPL,  
5 and an injunction requiring Lyft to comport with these state statutes, and for  
6 restitution and disgorgement;

7 H. awarding Plaintiff and the Class the costs of prosecuting this action;

8 I. awarding Plaintiff and the Class reasonable attorneys' fees and costs, as allowable  
9 by law;

10 J. awarding pre-judgment and post-judgment interest; and

11 K. granting any other relief as this Court may deem just and proper.

12

13 **JURY TRIAL DEMANDED**

14 Plaintiff demands a trial by jury for all claims so triable.

15 Respectfully submitted,

16  
17 DATED: January 20, 2026  
18 By: /s/ Raphael Janove  
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*Attorney for Plaintiff and the Proposed Classes*

I, Tracy Zigler, declare:

1. I am a Plaintiff in this action. If called upon to testify, I could and would competently testify to the matters contained herein based upon my personal knowledge.
2. I submit this Declaration pursuant to California Code of Civil Procedure § 2015.5 and California Civil Code § 1780(d).
3. I reside in the state of Pennsylvania. As set forth in my complaint, I purchased Defendant Lyft's Priority Pickup service through their mobile app.
4. Because Lyft is headquartered in San Francisco, the Northern District of California is the proper place for the trial of this action.

I declare under penalty of perjury under the laws of California that the foregoing is true and correct.

01/19/26

Date



Tracy Zigler

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Lyft Lawsuit Claims 'Priority Pickup' Option, Despite Cost, Does Not Guarantee Faster Arrivals](#)

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