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12	SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR THE COUNTY OF SAN FRANCISCO	
13	FOR THE COUNTY	
14	BARRY TARANTO, individually and on	Case No. CGC 15-546584
15	behalf of all others similarly situated,	
16		CLASS ACTION COMPLAINT AND
-5465	Plaintiffs,	JURY DEMAND
17	Fianturis,	
18	v.	FAILURE TO REIMBURSE FOR PURPLESS EXPENIESS IN
19	WASHIO, INC.,	BUSINESS EXPENSES IN VIOLATION OF CAL. LAB. CODE
20		§2802 2. UNLAWFUL AND/OR UNFAIR
21	Defendant.	BUSINESS PRACTICES (CAL. BUS
22		& PROF. CODE §§17200-17208)
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20	CLASS ACTION COMPLAINT AND JURY DEMAND	

- This case is brought on behalf of individuals who have worked as Washio drivers.
 Washio is a laundry service that provides dry cleaning and wash and fold delivery service through a mobile phone application.
- 2. Plaintiff brings this action on their own behalf, and on behalf of other similarly situated Washio drivers (referred to by the company as "Ninjas"), who have been misclassified as independent contractors and thereby required to pay business expenses (such as for their vehicles, gas, and maintenance) in violation of California Labor Code Section 2802.

II. PARTIES

- 3. Plaintiff Barry Taranto is an adult resident of San Francisco, California, where he has worked as a Washio driver.
- 4. Plaintiff brings this action on his own behalf and on behalf of all others similarly situated, namely all other individuals who have worked as Washio drivers across the United States.
- Defendant Washio, Inc. ("Washio") is a Delaware corporation headquartered in Santa Monica, California.

III. JURISDICTION

6. This Court has jurisdiction over Plaintiff's and class members' claims for failure to reimburse for business expenses under Labor Code § 2802, enforceable pursuant to Cal. Bus. & Prof. Code § 17200, et seq.

IV. STATEMENT OF FACTS

7. Washio provides a laundry service that offers dry cleaning and wash and fold delivery service through a mobile phone application in cities across the country, including Los Angeles, San Francisco, Boston, Chicago, and Washington DC.

- Washio offers customers the ability to schedule a pick-up and delivery of their laundry on a mobile phone application.
- Washio's website advertises: "Better. Faster. Cleaner. Premium Dry Cleaning and Laundry Delivery."
- 10. Washio delivery drivers receive a fee for each pick-up or delivery of clothing they make during their assigned shifts. They are not paid an hourly wage.
- 11. Although classified as independent contractors, Washio drivers are employees.

 They are required to follow a litany of requirements imposed on them by Washio, and are subject to termination based on their failure to adhere to these requirements (such as rules regarding how they store clothes in their vehicles, their timeliness in picking up and dropping off clothing, how they interact with customers, etc.).
 - 12. Washio may also terminate drivers in its discretion for any reason.
- 13. In addition, Washio is in the business of providing laundry delivery service to customers, and that is the service that Washio delivery drivers or "Ninjas," provide. The drivers' services are fully integrated into Washio's business, and without the drivers to pick up and deliver laundry, Washio's laundry delivery business would not exist.
- 14. As part of their contract, Washio drivers agree to an exclusivity arrangement, in which they agree not to provide services for any similar business.
- 15. Based on their misclassification as independent contractors, Washio drivers are required to bear many of the expenses of their employment, including expenses for their vehicles, gas, parking, and other expenses. California law requires employers to reimburse employees for such expenses, which are for the benefit of the employer and are necessary for the employees to perform their jobs.
- 16. Washio requires all its drivers to agree to a contract as a condition of employment, which states that the "Agreement shall be governed by and construed in accordance

with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of laws of any jurisdictions other than those of the State of California."

Thus, California law applies to the drivers' challenge to their classification as independent contractors under their contract with Washio.

V. CLASS ACTION ALLEGATIONS

- 17. Plaintiff brings this action as a class action pursuant to Cal. Code of Civ. Proc.§382 on behalf of Washio drivers across the United States.
- 18. Plaintiff and other class members have uniformly been misclassified as independent contractors.
- 19. The members of the class are so numerous that joinder of all class members is impracticable.
- 20. Common questions of law and fact exist as to members of the class who have been misclassified as independent contractors. Among the questions of law and fact that are common to these drivers are:
 - a. Whether class members have been required to follow uniform procedures and policies regarding their work for Washio;
 - Whether the work performed by class members—providing laundry delivery service to customers—is within Washio's usual course of business, and whether such service is fully integrated into Washio's business;
 - c. Whether these class members have been required to bear the expenses of their employment, such as expenses for their vehicles, gas, and other expenses.
- 21. The named plaintiff is a member of the class, who suffered damages as a result of Defendant's conduct and actions alleged herein.
 - 22. The named plaintiff's claims are typical of the claims of the class, and the named

- 23. The named plaintiff will fairly and adequately represent and protect the interests of the class. The named plaintiff has retained able counsel experienced in class action litigation. The interests of the named plaintiff are coincident with, and not antagonistic to, the interests of the other class members.
- 24. The questions of law and fact common to the members of the class predominate over any questions affecting only individual members, including legal and factual issues relating to liability and damages.
- 25. A class action is superior to other available methods for the fair and efficient adjudication of this controversy because joinder of all class members is impractical. Moreover, since the damages suffered by individual members of the class may be relatively small, the expense and burden of individual litigation makes it practically impossible for the members of the class individually to redress the wrongs done to them. The class is readily definable and prosecution of this action as a class action will eliminate the possibility of repetitive litigation. There will be no difficulty in the management of this action as a class action.

COUNT I

Violation of Cal. Lab. Code § 2802

Defendant's conduct, as set forth above, in misclassifying Washio delivery drivers, or "Ninjas", as independent contractors, and failing to reimburse them for expenses they paid that should have been borne by their employer, constitutes a violation of California Labor Code Section 2802.

COUNT II

Violation of Cal. Bus. & Prof. Code § 17200, et seq.

Defendant's conduct, as set forth above, violates the California Unfair Competition Law, Cal. Bus. & Prof. Code § 17200 et seq. ("UCL"). Defendant's conduct constitutes unlawful

CLASS ACTION COMPLAINT AND JURY DEMAND

business acts or practices, in that Defendant has violated California Labor Code Section 2802. As a result of Defendant's unlawful conduct, Plaintiffs and class members suffered injury in fact and lost money and property, including, but not limited to business expenses that drivers were required to pay. Pursuant to California Business and Professions Code § 17203, Plaintiffs and class members seek declaratory and injunctive relief for Defendant's unlawful conduct and to recover restitution. Pursuant to California Code of Civil Procedure § 1021.5, Plaintiffs and class members who worked for Washio are entitled to recover reasonable attorneys' fees, costs, and expenses incurred in bringing this action.

JURY DEMAND

Plaintiffs request a trial by jury on all their claims.

WHEREFORE, Plaintiffs request that this Court certify this case as a national class action (applying California law), pursuant to Cal. Code of Civ. Proc. § 382; award reimbursement for all expenses that drivers who were misclassified as independent contractors were required to bear; award pre- and post-judgment interest; award reasonable attorneys' fees, costs, and expenses; and award any other relief to which the plaintiffs may be entitled.

Respectfully submitted,

BARRY TARANTO, individually, and on behalf of all others similarly situated,

By their attorneys,

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