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 on his own behalf and on behalf of  
 7 all others similarly situated

8 **UNITED STATES DISTRICT COURT**  
 9 **NORTHERN DISTRICT OF CALIFORNIA**

10 KENT HASSELL, on his own behalf and on  
 11 behalf of all others similarly situated,

12  
 13 Plaintiff,

14 v.

15 UBER TECHNOLOGIES, INC., d/b/a UBER  
 16 EATS,

17 Defendant.  
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Case No. \_\_\_\_\_

**CLASS ACTION COMPLAINT**

1. FAILURE TO REIMBURSE FOR BUSINESS EXPENSES (CAL. LAB. CODE § 2802, WAGE ORDER 9-2001)
2. MINIMUM WAGE (CAL. LAB. CODE §§ 1197, 1194, 1182.12, 1194.2, 1197.1, 1199, WAGE ORDER 9-2001)
3. OVERTIME (CAL. LAB. CODE §§ 1194, 1198, 510, AND 554, WAGE ORDER 9-2001)
4. FAILURE TO PROVIDE ACCURATE ITEMIZED PAY STATEMENTS (CAL. LAB. CODE §§ 226(A) AND WAGE ORDER 9-2001)
5. UNLAWFUL AND/OR UNFAIR BUSINESS PRACTICES CAL. LAB. BUS. & PROF. CODE §§ 17200-17208)
6. DECLARATORY JUDGMENT (28 U.S.C. §§ 2201-02)

1 **I. INTRODUCTION**

2 1. This case is brought by Kent Hassell, who has worked as an Uber Eats driver in  
3 California. Uber Eats, a division of Uber Technologies, Inc., provides on-demand food delivery  
4 services. Uber Eats is based in San Francisco, California, and it does business across the United  
5 States and extensively throughout California.

6 2. As described further below, Uber Eats has misclassified its delivery drivers as  
7 independent contractors (just as Uber Technologies, Inc. has misclassified its rideshare drivers).  
8 Uber Eats has thereby deprived its drivers, including Plaintiff Kent Hassell, of protections they  
9 are entitled to under the California Labor Code. Based on the delivery drivers' misclassification  
10 as independent contractors, Uber Eats has unlawfully required the drivers to pay business  
11 expenses (including, but not limited to, the cost of maintaining their vehicles, gas, insurance,  
12 phone and data expenses, and other costs) in violation of Cal. Lab. Code § 2802. Uber Eats has  
13 also failed to guarantee and pay its drivers minimum wage for all hours worked, and it has failed  
14 to pay overtime premiums for hours worked in excess of eight hours per day or forty hours per  
15 week in violation of Cal. Lab. Code §§ 1182.12., 1194.2, 1194, 1197, 1197.1, 1198, 1199, 510,  
16 and 554. Uber Eats has also failed to provide proper itemized wage statements that include all of  
17 the requisite information, including hours worked and hourly wages that are accessible outside  
18 the Uber Eats Application in violation of Cal. Lab. Code § 226(a). Uber Eats has also failed to  
19 provide sick leave as required by California law in violation of Cal. Lab. Code § 246. Uber Eats'  
20 continued misclassification of its delivery drivers as independent contractors is willful  
21 misclassification in violation of Cal. Lab. Code § 226.8.

22 3. Indeed, the California legislature has now passed a statute known as Assembly  
23 Bill 5 (or "A.B. 5"), which codifies the 2018 California Supreme Court decision, Dynamex  
24 Operations W., Inc. v. Superior Court (2018) 4 Cal.5th 903, 416 P.3d1, reh'g denied (June 20,  
25 2018), under which an alleged employer cannot justify classifying workers as independent  
26  
27

1 contractors who perform services within its usual course of business. See Cal. Lab. Code §  
2 2750.3. It has been widely recognized by the California legislature, including the bill’s author,  
3 that the purpose and intent of this statute is to ensure that companies, including specifically Uber,  
4 stop misclassifying their workers as independent contractors. Although Uber attempted to obtain  
5 a “carve-out” from this statute, it did not obtain such an exemption, and the legislature passed the  
6 statute so that it would include Uber Eats drivers. Nevertheless, Uber Eats has defied this statute  
7 and continued to classify its delivery drivers as independent contractors – in violation of the clear  
8 intent of the California legislature. This ongoing defiance of the law constitutes willful violation  
9 of California law.

10  
11 4. Uber Eats has harmed delivery drivers like Kent Hassell by these violations, as  
12 delivery drivers struggle to support themselves without the employment protections mandated by  
13 the State of California.

14 5. Plaintiff brings these claims on behalf of himself and others similarly situated  
15 pursuant to Fed. R. Civ. P. 23. He seeks recovery of damages for himself and the class, as well  
16 as declaratory and injunctive relief, requiring Uber Eats to reclassify its drivers as employees in  
17 California.

## 18 **II. PARTIES**

19 6. Plaintiff Kent Hassell is an adult resident of Cypress, California, where he has  
20 worked as an Uber Eats driver since January 2020. Plaintiff opted out of Uber’s arbitration  
21 clause.

22 7. The above-named plaintiff has brought this action on his own behalf and behalf of  
23 all others similarly situated, namely all other individuals who have worked as Uber Eats delivery  
24 drivers in California.

25 8. Defendant Uber Technologies, Inc. d/b/a Uber Eats (“Uber Eats”) is a corporation  
26 headquartered in San Francisco, California.

1 **III. JURISDICTION**

2 9. This Court has jurisdiction over the state law claims asserted here pursuant to the  
3 Class Action Fairness Act, 28 U.S.C. § 1332(d)(2), since Defendant is a California citizen and,  
4 upon the filing of this complaint, members of the putative plaintiff class may reside in states  
5 around the country; there are more than 100 putative class members; and the amount in  
6 controversy exceeds \$5 million.

7  
8 10. This Court also has jurisdiction under the Declaratory Judgment Act, 28 U.S.C.  
9 §§ 2201-02, and Rule 57 of the Federal Rules of Civil Procedure.

10 **IV. STATEMENT OF FACTS**

11 11. Uber Eats is a San Francisco-based food delivery service, which engages drivers  
12 across the state of California to deliver food to its customers at their homes and businesses.

13 12. Uber Eats offers customers the ability to order food via a mobile phone  
14 application, which its drivers then deliver.

15 13. Plaintiff Kent Hassell has driven for Uber Eats since January 2020.

16 14. Although Uber Eats has classified Plaintiff (like all of its delivery drivers) as an  
17 “independent contractor,” Plaintiff has actually been Uber Eats’ employee under California law.

18 15. Uber Eats drivers, including Plaintiff, provide a service in the usual course of  
19 Uber Eats’ business because Uber Eats is a food delivery service that provides on-demand meals  
20 to its customers, and delivery drivers such as Plaintiff perform that food delivery service. Uber  
21 Eats holds itself out as a food delivery service, and it generates revenue primarily from  
22 customers paying for the very food delivery services that its delivery drives provide. Without  
23 delivery drivers to provide the food delivery, Uber Eats would not exist.

24 16. Uber Eats also requires its drivers, including Plaintiff, to abide by a litany of  
25 policies and rules designed to control the delivery drivers’ work performance. Uber Eats both  
26 retains the right to, and does in fact exercise, control over the delivery drivers’ work.



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