

**NO SUMMONS ISSUED**

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**FILED**  
 Superior Court of California  
 County of San Francisco

OCT 22 2020

CLERK OF THE COURT

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SUPERIOR COURT OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN FRANCISCO

19 BENJAMIN VALDEZ, HECTOR  
 CASTELLANOS, WORKSAFE, AND  
 20 CHINESE PROGRESSIVE ASSOCIATION,

Case No. **CGC-20-587266**

21 Plaintiffs,

**CLASS ACTION COMPLAINT**

**DEMAND FOR JURY TRIAL**

22 vs.

23 UBER TECHNOLOGIES, INC., a Delaware  
 corporation; UBER USA, LLC, a Delaware  
 24 limited liability company; RASIER, LLC, a  
 Delaware limited liability company; and  
 25 RASIER-CA, LLC, a Delaware limited  
 26 liability company,

27 Defendants.

28

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BY FAX

1 Plaintiffs Benjamin Valdez, Hector Castellanos, Worksafe, and Chinese Progressive  
2 Association (collectively, "Plaintiffs") bring this action against Defendants Uber Technologies,  
3 Inc.; Uber USA, LLC; Rasier, LLC; and Rasier-CA, LLC (collectively, "Uber" or "Defendants")  
4 and allege as follows based upon personal experience and the investigation of counsel:

5 **I. INTRODUCTION**

6 1. This is an individual and class action for injunctive relief brought by two  
7 California non-profit organizations dedicated to protecting workplace rights – Worksafe and  
8 Chinese Progressive Association – and Benjamin Valdez and Hector Castellanos, Uber ride-share  
9 drivers, on behalf of themselves and a class of all similarly situated California Uber drivers, each  
10 of whom Uber has unlawfully pressured to support its Yes on Prop 22 campaign – an effort  
11 funded by Uber, Lyft, Instacart, and DoorDash with the goal of stripping gig economy workers  
12 like Valdez and Castellanos of their rights as employees under the California Labor Code and  
13 Industrial Commission Wage Orders.

14 2. Since at least 1915, California has prohibited employers from pressuring,  
15 coercing, or otherwise interfering with their employees' right to engage in, or refrain from  
16 engaging in, political activities, including the employees' rights as Californians to vote for or  
17 against political candidates and ballot initiative measures. As presently codified, Labor Code  
18 § 1101 expressly forbids employers from exploiting their economic power by "controlling or  
19 directing" the political activities of their employees, and Labor Code § 1102 forbids employers  
20 from using the threat of discharge or loss of employment to coerce, or attempt to coerce or  
21 influence any employee's free choice regarding whether to engage or refrain from engaging in  
22 "any particular course or line of political action or political activity."

23 3. Despite California's longstanding prohibitions against employer interference with  
24 the political rights and freedoms of their employees, Uber has taken advantage of its raw  
25 economic power and its exclusive control over communications through its driver-scheduling app  
26 by wrongfully pressuring its drivers to actively support Proposition 22. Uber has not only  
27 directed its drivers to vote for Proposition 22, but has also asked them to support the Yes on  
28 Prop 22 campaign by submitting video messages and statements that conform to Uber's political

1 position and by pressuring the drivers to submit statements of support for Proposition 22 and to  
2 respond to surveys regarding their voting preferences by stating they support Prop 22. Uber’s  
3 solicitations have the purpose and effect of causing drivers to fear retaliation by Uber if they do  
4 not support Uber’s political preference and may induce many drivers to falsely state that they  
5 support being deprived of the rights that California law guarantees to statutory “employees.”  
6 Despite the intentionally skewed survey results obtained by Uber through the wrongful conduct  
7 alleged herein, Uber’s ongoing statewide campaign makes the misleading claim that drivers  
8 support Proposition 22.

9       4.       Although Uber has long misclassified its drivers as independent contractors rather  
10 than employees, recent court decisions have made clear that those drivers (the plaintiff class  
11 members in this lawsuit) are – and have always been – employees under California law. That  
12 was true before the enactment of Assembly Bill 5 (“AB 5”) in 2019 and even before the  
13 California Supreme Court’s unanimous decision in *Dynamex Operations West, Inc. v. Superior*  
14 *Court* (2018) 4 Cal.5th 903, which AB 5 codified; and it is certainly true now, as most recently  
15 confirmed by Judge Ethan Schulman in *People v. Uber Technologies*, San Francisco Superior  
16 Court Case No. CGC-20-584402 (*appeal pending* No. A160706). Nonetheless, in a coldly  
17 calculated self-interested effort to avoid the costs of complying with state law—including but not  
18 limited to complying with obligations to pay minimum wage and overtime wages, to provide  
19 meal and rest periods, to reimburse work expenses, and to pay unemployment insurance,  
20 workers’ compensation, and other taxes that California law requires from employers—Uber,  
21 joined by such other prominent gig economy employers as Lyft, Instacart, and DoorDash, have  
22 poured close to two hundred million dollars into their campaign to enact Proposition 22, a ballot  
23 initiative that would overrule AB 5, *Dynamex*, and the underlying protections for plaintiffs and  
24 class members under the California Labor Code and IWC Wage Orders.

25       5.       This case challenges Uber’s wrongful efforts to dictate to its drivers – a captive  
26 audience whose members are economically dependent on Uber for their jobs, their pay, and for  
27 the timely, favorable, and plentiful ride-sharing assignments that Uber can provide – how they  
28 should vote in the upcoming election and what they should do to support Uber’s Yes on Prop 22

1 campaign. Through public comments and extensive, repeated messaging that is triggered every  
2 time a driver logs on to Uber's mandatory driver app, Uber has threatened plaintiffs and class  
3 members that if they do not support Uber's political efforts regarding Proposition 22, those  
4 drivers will lose their jobs or suffer other adverse work-related consequences. Uber's threats do  
5 not rest upon accurate, factual information. Rather, the messaging Uber is using to coerce those  
6 drivers' votes and to obtain those drivers' material support for the Yes on Prop 22 campaign (in  
7 the form of positive survey responses and written and videotaped statements in support of the  
8 Yes on Prop 22 campaign) rests on a series of knowingly false statements and misrepresentations  
9 and implicit threats of retaliation against non-supporters, all of which are designed to increase the  
10 wrongful pressure on those drivers to bend to Uber's corporate will.

11         6. First, Uber makes a series of factually unfounded assertions that its California  
12 drivers will lose their jobs unless Proposition 22 passes. At times, Uber threatens that unless  
13 Proposition 22 passes, Uber will cease all California operations, even though Uber knows that it  
14 could continue to operate in California with drivers who are properly classified as employees. At  
15 other times, Uber inconsistently threatens that unless Proposition 22 passes, Uber will cut its  
16 driver workforce in California by 70 percent, or fire everyone and rehire some. As a result,  
17 drivers reasonably believe that if they want to be among the 30 percent of drivers who are either  
18 retained or rehired as employees, they must have affirmatively supported Uber's Yes on Prop 22  
19 campaign by preparing videotaped and written messages of support and "correctly" answering  
20 Uber's survey questions. These threats are doubly unlawful. First, these threats mislead  
21 employees by stating that an across-the-board layoff and minimal rehire policy would be the  
22 inevitable, immutable consequence of its drivers' failure to conform to Uber's political mandate.  
23 These threats send a clear message that the only drivers who will have a chance of regaining  
24 employment if Proposition 22 passes are those who have curried favor with Uber by actively  
25 supporting its campaign.

26         7. Second, Uber's captive-audience communications to its drivers falsely state what  
27 the consequences would be to its drivers if Proposition 22 passes. Uber warns its drivers that, to  
28 the extent they might still have jobs after Proposition 22 passes (i.e., if they are re-hired after

1 being laid off), they will lose scheduling flexibility, their earnings will be limited, they will be  
2 barred from using other ride-sharing apps, and they will be forced to accept rides with poorly  
3 rated riders. Again, although Uber presents these scenarios as an immutable consequence of  
4 Proposition 22's enactment, there is no *legal* reason why Uber could not operate with a  
5 workforce of employees protected by the California Labor Code and Wage Orders like any other  
6 employer – such as taxi companies.

7 8. Third, Uber falsely states what the supposed benefits to its drivers would be if  
8 Proposition 22 passes and Uber is permitted to classify drivers as independent contractors. For  
9 example, Uber asserts that the drivers would be entitled to a guaranteed minimum income of  
10 120% of the California minimum wage, but fails to disclose that this supposed guarantee only  
11 applies to hours in which they are engaged by an Uber rider and not to other time under Uber's  
12 control which, under well-established California law, constitutes “work” time for which those  
13 employees are entitled to be compensated.

14 9. It is a bedrock principle of our democracy that all persons should be free to engage  
15 in, or refrain from, political activity without coercion. This principle has been codified in  
16 California law for more than a century, and it reflects the Legislature's recognition in Sections  
17 1101 and 1102 of the Labor Code that employers have the inherent power to wield enormous  
18 coercive control over their employees, creating the risk that absent protective legislation,  
19 unscrupulous employers might “misuse their economic power to interfere with the political  
20 activities of their employees.” (*Gay Law Students Assn. v. Pacific Tel. & Tel. Co.* (1979) 24 Cal.  
21 3d 463, 487.) To protect workers from employers seeking to exploit that power for political  
22 advantage, the Legislature enacted those statutes using the broadest possible language to describe  
23 the range of political activities to which its prohibitions apply. “These statutes cannot be  
24 narrowly confined to partisan activity.” (*Id.* at 487.) “The term ‘political activity’” is broad  
25 enough to include “the espousal of . . . a cause,” and recognizes “the political character of  
26 activities such as . . . the association with others for the advancement of beliefs and ideas.”

27 (*Ibid.*)

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