

	Abulzahab et al. v. Uber Technologies et al.	2 Aslam et al. v. Uber et al.	3 Cotter et al. v. LYFT	Del Rio et al. v. Uber et al.
Date & Court Filed	31 Dec 2018, US District Court of Massachusetts	2015, UK Employment Tribunal	3 Sep 2013, US District Court for the Northern District of California, San Francisco Division	11 Aug 2015, California Northern District Court
Plaintiffs & Legal Counsel	Mohd Abulzahab et al, represented by Ashley C. Keller, Keller Lenkner LLC, Joshua W. Gardner Gardner & Rosenberg, P.C.	Mr Y Aslam, Mr J Farrar and others, represented by Mr Thomas Linden QC	Patrick Cotter, Alejandra Maciel, Jeffrey Knudtson, represented by Outten & Golden LLP, Lichten and Liss-Riordan, P.C.	Ricardo del Rio, on behalf of himself, the proposed class and collective class, Christopher James Hamner, Evelina Maria Serafini, Esq., Amy Tai Wootton
Defendants	Uber Technologies et al.	Uber B.V., Uber London, Uber Britannia	LYFT	Uber Technologies, Inc. and Rasier-CA, LLC
Causes of Action	1) Misclassifying drivers as independent contractors; 2) Failure to pay minimum wage, overtime, and provide other protections required by federal and state law (Fair Labor Standards Act, Massachusetts Wage Law, etc.)	1) Failure to pay minimum wage under the Employment Rights Act 1996 and National Minimum Wage Act 1998; 2) Failure to provide pay leave under the Working Time Regulations 1998; 3) detrimental treatment on 'whistle-blowing' grounds	1) Unlawful business practice (failure to remit full amount of gratuities paid to drivers) in violation of California Business & Professions Code; 2) Misclassification of drivers as independent contractors; 3) failure to provide accurate wage statements in violation of California Labor Code; 4) failure to reimburse expenses in violation of California Labor Code	1) Misclassifying drivers as independent contractors; 2) Failure to pay overtime wages, penalties under California Labor Code 2699, waiting time penalties under California Labor Code 203; 3) failure to reimburse expenses; 4) failure to provide rest meal periods and rest periods; 5) unfair business practice under Unfair Competition Law
Remedy Sought	Award of damages; injunction prohibiting defendant from engaging in unlawful practices	Award of compensation for unpaid wages and leave	Award of restitution, compensatory damages, reimbursement of expenses	Award of compensatory and punitive damages; injunction prohibiting defendant from engaging in unlawful practices
Status / Outcome	Pending trial	Employment tribunal decided in favour of the plaintiffs, ruling that they were 'workers', not independent contractors. Employment appeal tribunal (2016) and UK Court of Appeal (2018) upheld the ET judgement.	Settled for USD 27 mln.	US Court of Appeals for the 9 <sup>th</sup> Circuit ruled in a consolidated appeal hearing that arbitration agreements should be enforced and, therefore, plaintiffs should pursue arbitration individually (2018) instead of class action.
Court Documents & Further Info	Docket information	Employment tribunal decision (2016); Appeal judgement (2018)	Order granting final approval of settlement (2017)	Order granting defendants' motion to dismiss (2016);  Judgement of the US Court of Appeals for the 9th Circuit (2018)



	5 <u>Dynamex Operations West v.</u> <u>Superior Court</u>	Federation of Dutch Trade Unions v. Deliveroo Netherlands	7 Federation of Dutch Trade Unions v. Deliveroo Netherlands	Florian Ménard v. SAS Uber France et al.
Date & Court Filed	Supreme Court of California	2018, Court of Amsterdam, Netherlands (civil division)	2018, Court of Amsterdam, Netherlands (civil division)	23 Nov 2016, Conseil des prud'hommes de Paris (Paris Industrial Tribunal)
Plaintiffs & Legal Counsel	Dynamex Operations West (Petitioner)	Federation of Dutch Trade Unions represented by PLJ Bosch	Federation of Dutch Trade Unions represented by PLJ Bosch	Florian Ménard, represented by Aurelie Aurnad, member of the Paris Bar
Defendants	Superior Court of Los Angeles County (Respondent); Charles Lee et al. (Real Parties in Interest)	Deliveroo Netherlands BV	Deliveroo Netherlands BV	SAS Uber France, Societe Uber BV
Causes of Action	Determination of applicable standard under California law in deciding whether workers should be classified as employees or as independent contractors for purposes of California wage orders in relation to employer's obligations relating to the minimum wages, maximum hours and a number of basic working conditions, such as meal and rest breaks.	The company serves food deliveries based on employment contracts and, therefore, falls within the scope of collective labour agreements for the transport of goods.	Federation of Dutch Trade Unions argued that the so-called partner agreements between Deliveroo and its riders in practice amounted to a relationship between employer and employee.	Misclassifying as independent contractor;     Failure to pay holiday pay, severance pay, compensation for concealed work and reimbursement of professional expenses;     unwarranted termination of employment
Remedy Sought	Review of the Court of Appeal's conclusion in Charles Lee et al. v. Dynamex that the California wage order's definition of 'employee' and 'employer' may be relied upon in determining whether a worker is an employee or an independent contractor for the purposes of the obligations imposed on employers by the wage order.	Compliance with binding provisions of the collective labour agreements and compensation of fees.		Acknowledgement of employee-employer relations; reclassification of contract as employment contract; reward of compensatory and punitive damages
Status / Outcome	The Supreme Court of California affirmed the judgement of the Court of Appeal, and adopted the 'ABC standard' for determining whether the worker is an employee or an independent contractor.	The court ruled (2019) in favour of the plaintiff, ordering the company to comply with binding provisions of the collective labour agreement for the transport of goods.	The court ruled in favour of the plaintiff (2019), recognizing that the legal relationship between Deliveroo and riders amounts to a relationship of authority between the company and the delivery staff.	The court dismissed the lawsuit ruling that the plaintiff cannot be considered an employee (2018).
Court Documents & Further Info	Supreme Court of California Judgement (2018) Superior Court of Los Angeles Judgement (2014)	Judgement (in Dutch) 2019		Judgement (unofficial English translation) 2018



	9 Heller v. Uber Technologies et al.	10 Hood v. Uber et al.	11 IWGB v. RooFoods Ltd, CAC	12 Lawson v. GrubHub	0'Connor et al. v. Uber Technologies et al.
Date & Court Filed	19 Jan 2017, Ontario Superior Court of Justice	26 July 2016, US District Court for the Middle District of North Carolina	28 Nov 2016, UK Central Arbitration Committee (CAC)/ 15 June 2018 High Court of Justice (Administrative division)	9 Nov 2015, US District Court for the Northern District of California	16 Aug 2013; California Northern District Court
Plaintiffs & Legal Counsel	David Heller, represented by Lior Samfiru and Stephen Gillman	Michael Hood, individually and on behalf of all others similarly situated	Independent Workers Union of Great Britain	Raef Lawson, Andrew Tan, represented by Lichten and Liss-Riordan, P.C., Thomas Fowler	Douglas O'Connor, Thomas Colopy, on behalf of themselves and others similarly situated, represented by Shannon Liss-Riordan and Adelaide H. Pagano, Lichten & Liss-Riordan
Defendants	Uber Technologies, Uber Canada, Uber B.V., Rasier Operations	Uber Technologies, Rasier LLC	Central Arbitration Committee, Roofoods Ltd. trading as Deliveroo	GrubHub Holdings, GrubHub Inc,	Uber Technologies Inc., Travis Kalanick and Ryan Graves
Causes of Action	1) Misclassifying drivers as independent contractors; 2) failure to provide benefits required by Ontario's Employment Standards Act 2000	1) Misclassifying drivers as independent contractors; 2) failure to reimburse expenses; 3) failure to provide overtime pay, rest and meal breaks, and other entitlements in violation of North Carolina's Wage and Hour Act General Statute and Fair Labor Standards Act.	1) Denial of recognition for collective bargaining purposes by Roofoods under the Trade Union and Labor Relations (Consolidation) Act 1992 in respect of group of delivery drivers in the Camden and Kentish Town zone	Misclassifying as independent contractor; 2) Failure to pay minimum wage and overtime; 3) failure to reimburse expenses	1) Failure to remit the entire gratuity paid by customers to drivers in violation of California Labor Code § 351; 2) misclassifying the drivers as independent contractors and failing to pay their business expenses (vehicle, gas and maintenance) in violation of California Labor Code § 2802
Remedy Sought	Award of damages; declaration that Uber has violated Employment Standards Act.	Award of compensatory and punitive damages; injunction prohibiting defendant from engaging in unlawful practices	Recognition for collective bargaining purposes; granting judicial review of CAC decision on the grounds of art. 11 of the European Convention of HR	Award of compensation for unreceived wages and expenses.	Award of compensatory and punitive damages; injunction prohibiting defendant from engaging in unlawful practices
Status / Outcome	The court ruled (2018) that the dispute should be submitted to arbitration, since the contract between the plaintiff and Uber includes an agreement to arbitrate disputes in the Netherlands. Court of Appeal for Ontario overturned the ruling (2019) and allowed the lawsuit to proceed.	Settled for USD 1.3 mln. without admitting liability in 2019.	The CAC ruled that Deliveroo riders were not 'workers' for the purposes of Trade Union and Labour Relations (Consolidation) Act 1992, under which trade union recognition is not available to self-employed workers. The UK High Court upheld the CAC findings in December 2018.	The court dismissed the lawsuit ruling that the plaintiff was correctly classified as an independent contractor.	US Court of Appeals for the 9 <sup>th</sup> Circuit ruled in a consolidated appeal hearing that arbitration agreements should be enforced and, therefore, plaintiffs should pursue arbitration individually (2018) instead of class action*  *Update March 2019: Uber settled for USD 20 mln, without changing drivers' classification.
Court Documents & Further Info	Court of Appeal judgement (2019)	Memorandum opinion on proposed settlement (2019)	CAC decision (2016)  UK High Court Judgement (2018)	Judgement (2018)	Order denying Uber's motion for summary judgement (2015);  Judgement of the US Court of Appeals for the 9th Circuit (2018)



	14 Olatunji et al. v. Uber Technologies System Nigeria	15 Plaintiff v. Deliveroo Netherlands	16 Plaintiff v. Uber	17 Price et al. v. Uber et al.
Date & Court Filed	2017, National Industrial Court of Lagos, Nigeria	2018, Court of Amsterdam, Netherlands (civil division)	Minas Gerais state labour court, Brazil	2014, Superior Court of California
Plaintiffs & Legal Counsel	Oladapo Olatunji and Daniel John	Plaintiff, represented by Mr LS van Dis		Steven Price, individually and on behalf of all others similarly situated, represented by Law Office of Christopher J. Morosoff
Defendants	Uber Technologies System Nigeria	Deliveroo Netherlands BV		Uber Technologies, Rasier LLC
Causes of Action	1) Misclassifying drivers as independent contractors; 2) Failure to provide relevant benefits under the Labor Act.	Unlawful termination of employment	1) Misclassifying as independent contractor; 2) Failure to pay workers' benefits, including compensation for overtime, night shifts, holiday pay and reimbursement of professional expenses.	1) Misclassifying drivers as independent contractors; 2) failure to pay minimum wage, overtime compensation, compensation for missed meal and rest periods in violation of California Labor Code; 3) failure to reimburse employee expenses; 4) failure to keep employment records; 5) failure to provide accurate wage statements, etc.
Remedy Sought	Declaration that the claimant and members of the proposed class are employees of the defendant; Order mandating to provide relevant benefits under the Labor Act, including health insurance and pension	Reinstatement		Award of compensatory and punitive damages; injunction prohibiting defendant from engaging in unlawful practices
Status / Outcome	The court dismissed the lawsuit (2018), ruling that the plaintiffs failed to provide sufficient evidence of employment relationship.	The court dismissed the lawsuit, ruling that the plaintiff could not be considered an employee and, thus, the contract could be terminated upon expiration.	The court ruled in favour of the plaintiff (2017). Sao Paolo appellate court <u>upheld the judgement</u> on appeal (2018) ordering the company to issue a formal employment contract to the driver.	Settled for USD 7.75 mln. in 2017 without admitting liability.
Court Documents & Further Info	Judgement (2018)	Judgement (in Dutch) 2018		Complaint (2014); Notice of order granting motion for approval of settlement (2018)



	18 Razak et al. v. Uber et al.	19 <u>Vega v. Postmates</u>	20 <u>Víctor Sánchez v.</u> Roofoods Spain	Yucesoy et al. v. Uber Technologies et al.
Date & Court Filed	4 Feb 2016, US District Court for the Eastern District of Pennsylvania	29 Sep 2016, Unemployment Insurance Appeal Board/State of New York Supreme Court, Appellate division, 3rd Judicial Department	2017, Juzgado de lo social N 6 de Valencia (Labour Court N 6 of Valencia)	20 Jan 2015, California Northern District Court
Plaintiffs & Legal Counsel	Ali Razak, Kenan Sabani & Khaldoun Cheroud, individually and on behalf of all others similarly situated, represented by Sacks Weston Diamond LLC.	Postmates Inc. (appellate)	Víctor Sánchez, represented by Rafael Martínez Simón	Hakan Yucesoy, on behalf of himself and others similarly situated, represented by Shannon Liss-Riordan, Adelaide Pagano, Lichten & Liss-Riordan, P.C.
Defendants	Uber Technologies, Gegen LLC	Luis A. Vega, represented by Francis J. Smith, Commissioner of Labor (respondents)	RooFoods Spain	Uber Technologies, Inc., Travis Kalanick and Ryan Graves
Causes of Action	1) Misclassifying drivers as independent contractors; 2) violations of the federal minimum wage and overtime requirements under the Fair Labor Standards Act, Pennsylvania Minimum Wage Act and Pennsylvania Wage Payment and Collection Law.	Respondent entitlement to unemployment insurance contribution or remuneration.	Unfair dismissal	1) Misclassifying drivers as independent contractors; 2) failure to pay minimum wage and overtime in violation of Massachusetts state laws; 3) failure to remit drivers the total proceeds of gratuities.
Remedy Sought	Award of compensatory and punitive damages; injunction prohibiting defendant from engaging in unlawful practices	Reverse of Unemployment Insurance Appeal board decision granting the right to unemployment insurance to respondent.	Reinstatement; compensation of damages	Award of compensatory and punitive damages; injunction prohibiting defendant from engaging in unlawful practices
Status / Outcome	The Court granted summary judgement to Uber, ruling (2018) that the plaintiffs could not be qualified as 'employees' of Uber and, thus, were not entitled to the protection of the legislation on which they relied. The plaintiffs filed an appeal with the US Court of Appeals for the 3rd Circuit. The case is on-going.	The court ruled in favour of the appellant that the evidence of control by the company over the courier did not constitute substantial evidence of employer-employee relationship. Therefore, it was not required to provide unemployment insurance contributions in favour of the respondent.	The court ruled that the defendant's relationship with the plaintiff was a labour relationship and ordered the company to either re-admit the plaintiff, or to pay compensation for the average wage he would have received by the date of the judgement, if he had continued working as a Deliveroo rider.	US Court of Appeals for the 9 <sup>th</sup> Circuit ruled in a consolidated appeal hearing that arbitration agreements should be enforced and, therefore, plaintiffs should pursue arbitration individually (2018) instead of class action.
Court Documents & Further Info	Court order granting summary judgement (2018)	Court judgement (2018)		Order granting in part and denying in part Uber's motion to dismiss (2016);  Judgement of the US Court of Appeals for the 9th Circuit (2018)