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Superior Court of California,
County of San Francisco
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Deputy Clerk

6 *Attorney for Plaintiff Rideshare Drivers United*

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **FOR THE COUNTY OF SAN FRANCISCO CGC-26-636126**

10 RIDESHARE DRIVERS UNITED,

Case No.

11 Plaintiff,

12 v.

**COMPLAINT FOR DECLARATORY
RELIEF**

13 UBER TECHNOLOGIES, INC.,

14 Defendant.

- 15 1. Violations of the Protect App-Based
16 Drivers and Services Act (Bus. & Prof.
Code §§ 7448–7467)
- 17 2. Violations of the Unfair Competition
18 Law, Bus. & Prof. Code §§ 17200 *et*
19 *seq.*

1 **I. INTRODUCTION**

2 1. Plaintiff Rideshare Drivers United brings this action on behalf of itself and its
3 members, seeking declaratory relief against Defendant Uber Technologies, Inc. (“Uber”) for
4 Uber’s failure to comply with the Protect App-Based Drivers and Services Act (also known as
5 “Proposition 22”), Bus. & Prof. Code §§ 7448–7467, as well as concomitant violations of
6 California’s Unfair Competition Law, Bus. & Prof. Code § 17200, *et seq.*

7 2. As discussed below, despite having contributed substantial resources supporting
8 the passage of Proposition 22 in 2020 so that it could justify classifying its drivers as
9 independent contractors in California, Uber has failed to comply with Proposition 22 since its
10 enactment in various ways. *See* Bus. & Prof. Code § 7452(c).

11 3. Allowing Uber to wield Proposition 22 as a shield against driver misclassification
12 claims, while simultaneously flouting its legal obligations under the law, is fundamentally unjust
13 and unlawful.

14 4. Rideshare Drivers United hereby seeks declaratory relief holding that, because
15 Uber has not been in compliance with Proposition 22, Uber is disqualified from asserting that its
16 drivers are independent contractors under Proposition 22.

17 5. In particular, Rideshare Drivers United seeks a determination that, because Uber
18 has failed to comply with Proposition 22, drivers may pursue their available remedies, including
19 under the various provisions of the California Labor Code, based upon their misclassification as
20 independent contractors.

21 **II. PARTIES**

22 6. Plaintiff Rideshare Drivers United (“RDU”) is a California nonprofit corporation
23 with a principal place of business at 600 Lincoln Avenue, #91222, Pasadena, California 91109.

24 7. RDU was founded in 2018 and registered as a nonprofit corporation in 2020.

25 8. RDU’s declared mission is to support “app-based drivers”, including Uber
26 drivers, organizing to improve their working conditions and rights on the job.

27 9. RDU has more than 20,000 members who work as “app-based drivers” in
28 California.

1 10. Many of RDU’s members have worked, and continue to work, as drivers for
2 Uber.

3 11. Defendant Uber Technologies, Inc. is a Delaware corporation with its principal
4 place of business at 1725 3rd Street, San Francisco, California 94158.

5 12. Uber purports to operate in California as a “transportation network company” and
6 “delivery network company,” as defined by Bus. & Prof. Code § 7463.

7 **III. JURISDICTION AND VENUE**

8 13. The Court has jurisdiction over this action for declaratory, equitable, and
9 injunctive relief under California Code of Civil Procedure §§ 410.10, 1060.

10 14. Venue is proper under California Code of Civil Procedure § 395.5 because Uber’s
11 principal place of business is in San Francisco County, where its wrongful conduct occurred and
12 liability arises.

13 **IV. STATEMENT OF FACTS**

14 **A. Legislative History of Proposition 22**

15 15. In 2018, the California Supreme Court adopted the “ABC” test to determine
16 whether a worker is an employee or independent contractor for purposes of California’s wage
17 and hour laws. *See Dynamex Operations W. v. Superior Ct.*, (2018) 4 Cal. 5th 903.

18 16. The ABC test presumes a worker is an employee and places the burden on the
19 hiring entity to establish three factors: “(a) that the worker is free from control and direction over
20 performance of the work, both under the contract and in fact; (b) that the work provided is
21 outside the usual course of the business for which the work is performed; *and* (c) that the worker
22 is customarily engaged in an independently established trade, occupation or business (hence the
23 ABC standard).” *Id.* at 950, n.20.

24 17. In 2019, the Legislature passed, and the Governor signed into law, Assembly Bill
25 No. 5 (“A.B. 5”) (2019–2020 Reg. Sess.), codifying the ABC test and expanding its application
26 to all claims under the Labor Code and Unemployment Insurance Code. *See* Lab. Code §§ 2775–
27 2787.

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1 18. Both before and after these developments, various legal actions have challenged
2 Uber’s misclassification of its drivers as independent contractors. *See, e.g., O’Connor v. Uber*
3 *Technologies, Inc.*, (N.D Cal. 2015) 82 F. Supp. 3d 1133; *People v. Uber Technologies, Inc.*,
4 (2020) 56 Cal.App.5th 266 (granting preliminary injunction, holding that California Attorney
5 General and other officials were likely to prevail in showing that Uber misclassified its drivers as
6 independent contractors).

7 19. In 2020, a coalition of companies, including Uber, initiated a ballot initiative
8 intended to upend these legal actions and overturn the ABC test for drivers and instead declare
9 all “app-based drivers” who met certain conditions to be independent contractors and not
10 employees, notwithstanding the *Dynamex* decision and the legislature’s enactment of A.B. 5.

11 20. This coalition spent more than \$220 million in support of the ballot initiative.
12 Carolyn Said, *Here’s what you’re paying for Proposition 22*, S.F. CHRON., Jan. 19, 2021. Indeed,
13 Uber itself contributed \$52 million towards this effort. George Skelton, *It’s no wonder hundreds*
14 *of millions have been spent on Prop. 22. A lot is at stake*, L.A. TIMES, Oct. 16, 2020.

15 21. Following the avalanche of media the coalition (including Uber) purchased in
16 California, the ballot initiative was successful. In November 2020, California voters passed
17 Proposition 22, codified as the Protect App-Based Drivers and Services Act, Bus. & Prof. Code
18 §§ 7448–7467.

19 22. However, as set forth below, despite having championed Proposition 22 as
20 providing significant benefits for drivers, Uber has failed to comply with various requirements of
21 Proposition 22.

22 23. Among other benefits, Proposition 22 requires that TNCs must provide an appeals
23 process for terminated drivers. Bus. & Prof. Code § 7452(c). However, Uber has not provided
24 any *bona fide* appeals process for drivers to challenge their terminations (or “deactivations”, as
25 Uber calls them), and certainly no appeals process that comports with any standards of due
26 process.

27 24. As a result of Uber’s failure to institute a *bona fide* appeals process for terminated
28 drivers that comports with basic standards of due process, many Uber drivers have been

1 terminated for unjustifiable reasons. Drivers have had no real internal recourse to challenge their
2 terminations. These terminations have caused severe financial and emotional harm to drivers,
3 which has severely impacted RDU, by having to devote considerable time and resources to
4 attempt to assist drivers affected by their terminations.

5 25. Proposition 22 provides that “app-based drivers” are independent contractors if
6 certain conditions are met, including the requirement of providing an appeals process for
7 terminated drivers.

8 26. Given that Uber has not satisfied the requirements of Proposition 22, including its
9 failure to provide a *bona fide* appeals process for terminated drivers, Uber cannot maintain its
10 contention that its drivers are independent contractors under California law.

11 27. Under Proposition 22, transportation network and delivery companies (“TNCs”),
12 such as Uber, must also provide “app-based drivers” with specific benefits and protections,
13 including the following examples:

14 a. TNCs cannot “terminate a contract with an app-based driver unless based
15 upon a ground specified in the[ir] contract.” Bus. & Prof. Code § 7452(a).

16 b. TNCs must ensure drivers are “compensated at not less than the net
17 earnings floor,” which consists of: (i) “120 percent of the applicable minimum wage” for
18 all “engaged time,” plus (ii) “per-mile compensation for vehicle expenses,” beginning at
19 30 cents per mile in 2021 and adjusted annually for inflation. Bus. & Prof. Code §§
20 7453(a), 7453(d)(4)(B).

21 c. TNCs must ensure drivers receive the full amount of any gratuity left for
22 them (including payment for credit card processing fees). Bus. & Prof. Code § 7453(c).

23 d. TNCs must pay a quarterly health care subsidy to qualifying drivers. Bus.
24 & Prof. Code § 7454(a).

25 e. TNCs must carry occupational accident insurance for drivers to cover
26 medical expenses and lost income in the event of injuries suffered while the driver is
27 online, as well as accidental death insurance. Bus. & Prof. Code § 7455(a)–(b).

28 f. TNCs cannot discriminate against drivers. Bus. & Prof. Code § 7456(a).

1 g. TNCs must develop a sexual harassment policy and publish it on their
2 website. Bus. & Prof. Code § 7457(a).

3 h. TNCs cannot allow drivers to be logged in and driving “for more than a
4 cumulative total of 12 hours in any 24-hour period” unless the driver logs off for six
5 continuous hours. Bus. & Prof. Code § 7461.

6 **B. Uber’s Violations of Proposition 22**

7 28. Proposition 22 took effect prospectively on December 16, 2020.

8 29. Uber has violated—and continues to violate—Proposition 22 in multiple ways, as
9 illustrated by the examples described below:

10 A. Uber terminates drivers based on grounds not specified in its “Platform
11 Access Agreement.” *See* Bus. & Prof. Code § 7452(a).

12 B. Uber fails to provide any real appeals process to terminated drivers, let
13 alone one that meets minimum due process standards, including, without limitation, adequate
14 notice, an opportunity to confront and examine witnesses, and an opportunity to be heard before
15 an impartial tribunal. *See* Bus. & Prof. Code § 7452(c).

16 C. Uber prohibits drivers from rejecting ride and delivery requests based on
17 the customer’s geographical location or the presence of a service animal. *See* Bus. & Prof. Code
18 § 7451(b).

19 D. Uber fails to provide drivers with enough information to determine readily
20 whether their earnings satisfy Proposition 22’s requirements that they receive 120 percent of
21 minimum wage for “engaged time”, the required mileage expense reimbursement, all gratuities,
22 and other benefits intended for them under the law. *See* Bus. & Prof. Code §§ 7453(a), 7453(c),
23 7453(d)(4)(B).

24 30. Uber’s violations of Proposition 22 have detrimentally impacted RDU and its
25 members.

26 31. RDU has devoted time and resources to supporting drivers affected by Uber’s
27 violations of Proposition 22. For example, RDU has partnered with UC Irvine’s Law Clinic to
28 help drivers navigate the deactivation process and provide resources to attempt to overturn unfair

1 terminations. It also responds to numerous complaints it has received from members regarding
2 Uber’s violations of Proposition 22 and attempts to assist drivers affected by these violations.

3
4 **COUNT I**
5 **Violations of the Protect App-Based Drivers and Services Act**
6 **(Bus. & Prof. Code §§ 7448–7467)**

7 32. Plaintiff incorporates all preceding and subsequent paragraphs.

8 33. As described above, Uber has violated the Protect App-Based Drivers and
9 Services Act (also known as “Proposition 22”), Bus. & Prof. Code §§ 7448–7467.

10 34. RDU asks the Court to declare that Uber has violated the Act. RDU thus requests
11 that the Court declare that Uber is barred from asserting that its drivers are independent
12 contractors under the Act.

13 **COUNT II**
14 **Violations of the Unfair Competition Law**
15 **(Bus. & Prof. Code § 17200 *et seq.*)**

16 35. Plaintiff incorporates all preceding and subsequent paragraphs.

17 36. California’s Unfair Competition Law, Bus. & Prof. Code § 17200 *et seq.*,
18 proscribes business practices that are unlawful, unfair, or fraudulent.

19 37. Uber’s conduct as set forth above, in violating the Protect App-Based Drivers and
20 Services Act (“Proposition 22”), while failing to classify drivers as employees (given that it has
21 not complied with the requirements of Proposition 22), constitutes a violation of California
22 Labor Code and Wage Orders issued by the California Industrial Welfare Commission and
23 constitutes an unlawful and unfair business practice.

24 38. Plaintiff has incurred damages, including investments of time and resources
25 needed, to assist its members with various issues arising from Uber’s conduct.
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PRAYER FOR RELIEF

WHEREFORE, Plaintiff requests that this Court enter the following relief:

- i. Declaratory relief finding that Uber has violated the Protect App-Based Drivers and Services Act;
- ii. Declaratory relief holding that Uber is barred from asserting that its drivers are independent contractors under the Protect App-Based Drivers and Services Act;
- iii. An award of attorneys’ fees and costs; and
- iv. Such other and further relief that the Court deems just and proper.

Dated: April 20, 2026

Respectfully submitted,

RIDESHARE DRIVERS UNITED

By its attorney,

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