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October 5, 2021

VIA CERTIFIED MAIL AND ONLINE SUBMISSION TO THE LWDA

Labor & Workforce Development Agency

By online Submission

Uber Technologies, Inc.
c/o C T Corporation System
Attn: Gabriela Sanchez
330 N Brand Blvd Ste. 700
Glendale, CA 91203

Via Certified Mail
(7020 1810 0000 7045 5853)

Uber Technologies, Inc.
Attn: Legal Department
1515 3rd Street
San Francisco, CA 94158

Via Certified Mail
(7020 1810 0000 7045 5860)

RE: Daniel Becker v. Uber, Inc. - PAGA Claim Notice

Dear PAGA Administrator:

This law firm represents Mr. Daniel Becker (hereinafter "Claimant"), a former employee of Uber Technologies, Inc. (hereinafter "Defendants") with headquarters at 1515 3rd Street San Francisco, CA 94158 and does business throughout California.

In compliance with Labor Code § 2699.3, and your agency's right to investigate these violations, this letter shall serve as an amendment to the notice of Labor Code violations committed by Defendants, including Labor Code sections 1101 and 1102

Claimant Daniel Becker was employed by Defendants from 2015 through Nov 14, 2020 as a driver.

Claimant seeks to represent himself and all other current, former, and future California non-exempt employees of Defendants, including but not limited to employees holding job titles in driver and similar job titles ("Aggrieved Employees") to pursue appropriate penalties, statutory damages, damages, unpaid wages, prejudgment interest, costs, attorneys' fees, restitution, and all other just compensation and/or recoverable items of damages for Defendants' violations of the California Labor Code.

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I. NATURE OF THE ALLEGATIONS AND STATUTORY VIOLATIONS

The specific provisions of this code that our clients allege have been violated by Defendants, and the facts and theories to support the alleged violations are detailed as follows:

a. Labor Code Section 1101

California Labor Code states that “No employer shall make, adopt, or enforce any rule, regulation, or policy: (a) Forbidding or preventing employees from engaging or participating in politics or from becoming candidates for public office. (b) Controlling or directing, or tending to control or direct the political activities or affiliations of employees.”

Here, In October and November of 2020, Uber took steps to direct the political activity of the employee drivers including those of Claimant and other Aggrieved employees. Uber mounted a campaign to manipulate drivers into supporting the passage of Proposition 22 through a barrage of misleading information, baseless scare tactic including the threat that drivers would lose their positions or face unfavorable treatment unless Proposition 22 passed all specifically designed to direct and tending to control the political activities of Complainant and Aggrieved Employees. Uber then went even further to specifically direct and control the driver’s political activity by using the internal survey responses of those drivers in campaigns to further their political advertisements related to Proposition 22. Claimant and Aggrieved employees were subject to a broad-based effort by Uber to direct their political activity from how they voted on Proposition 22, to encouraging them to discuss Proposition 22 and their purported support their with passengers. This was a policy of prompting Aggrieved employees, who purported to support Proposition 22 in a survey, to engage in political campaigning for Proposition 22 in furtherance of Uber’s business and political interests.

Thus, Uber violated California Labor code section 1101 with each offending message sent to the Claimant and Aggrieved Employees regarding Proposition 22.

b. Labor Code Section 1102

California Labor Code states that “No employer shall coerce or influence or attempt to coerce or influence his employees through or by means of threat of discharge or loss of employment to adopt or follow or refrain from adopting or following any particular course or line of political action or political activity.”

Here, in October and November of 2020, Uber used veiled threats of termination, claiming the many drivers would lose their jobs, against Aggrieved Employees to influence and coerce them into adopting a pro-Proposition 22 political position. Uber repeatedly sent messages to Claimant and Aggrieved employees that if Proposition 22 did not pass Uber would limit drivers on the platform to 20-30% of the current drivers to threaten discharge of the remaining drivers. The threat of discharge also took the form of falsely claiming the failure of Proposition 22 would prevent Aggrieved employees from working when and where they wanted, a privilege Uber retained control over regardless of the passage of Proposition 22. The use of coercion through violence by proxy was particularly heinous because it threatened Aggrieved employees that they would be actually or constructively discharged if they had to refuse service due to their safety. Uber purported that Aggrieved employees would be forced to accept all trips, even if the passengers or location presented a danger to the health and safety of the driver.

Thus, Uber violated California Labor code section 1102 with each message threatening to termination driver's position if they failed to support and promote sufficient support for the passage of Proposition 22.

c. Retaliation in Violation of Labor Code 98.6

California Labor Code states that "A person shall not discharge an employee or in any manner discriminate, retaliate, or take any adverse action against any employee or applicant for employment engaged in any conduct delineated in this chapter, including the conduct described in subdivision (k) of Section 96 [...] or because of the exercise by the employee or applicant for employment on behalf of himself, herself, or others of any rights afforded him or her."

Here, Uber retaliated against Claimant and based on information and belief other employee drivers, who engaged in political activity counter to Uber's business interest. Specifically, Uber took action terminating Claimant's position under the pretext of failing to properly wear a mask properly where one of the rides used in the purported calculation of his "safety infraction points" was not a ride code that Complainant drove. The real reason Uber terminated Complainant was because Complainant was outspoken against the passage of Proposition 22, refused to engage in Uber's political campaign utilizing drivers to engage in promotion and support for Proposition 22, demanded unpaid wages, and who otherwise engaged in protected activities.

II. CONCLUSION

Defendants' violations were extensive, voluminous, and not subject to simple itemization and as such are summarized above. As in the ordinary course, it is understood that additional legal implications of the above violations under the California Labor Code and/or applicable Wage Orders are evident from or derivative from the facts referenced in this letter or the circumstances of Claimant's employment. It is the intention of Claimant to pursue penalties and other available relief in connection with all such claims regardless of whether specifically itemized here.

As a result of the foregoing violations, Defendants are liable for civil and statutory penalties including pursuant to California Labor Code §§ 2698 et seq. Pending a full investigation, any later discovered violations may also be subject to our enforcement.

In view of the duties imposed on your agency and this office by the statutes cited above, please be advised we will advance our calendars sixty-five (65) days of the date of this letter.

Sincerely,



Payton Employment Law, PC
Laurel N. Holmes, Esq.

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 3807 W. Sierra Highway, Suite 206, Acton, CA 93510.

On the date set forth below, I served the document(s) described as:

PAGA CLAIM NOTICE

on the person(s) listed below:

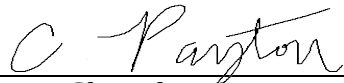
Uber Technologies, Inc.
c/o C T Corporation System
Attn: Gabriela Sanchez
330 N Brand Blvd Ste. 700
Glendale, CA 91203

Uber Technologies, Inc.
Attn: Legal Department
1515 3rd Street
San Francisco, CA 94158

X (BY CERTIFIED MAIL) I placed the above-described documents in an envelope, sealed the envelope and deposited it with the United States Postal Service to be sent by certified mail with return receipt requested on the date set forth below with the postage thereon fully prepaid.

X (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Dated: October 5, 2021


Chantal Payton