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PERSONAL INJURY
WRONGFUL DEATH
EMPLOYMENT LAW
PRODUCT LIABILITY
CLASS ACTION
QUI TAM

February 8, 2023

Via Certified Mail, Return Receipt Requested

UBER TECHNOLOGIES, INC. 1515 3 rd Street San Francisco, CA 94158	UBER TECHNOLOGIES, INC. c/o Amanda Garcia 330 N Brand Blvd Glendale, CA 91203
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Via Electronic Submission

Labor Workforce & Development Agency

<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

**RE: NOTICE OF COMPLAINT FILED WITH LWDA,
DEMAND FOR EMPLOYEE RECORDS, & PRESERVATION DEMAND**

Employee:	Ahmad Mohammad, and all similarly situated employees
Last date of employment:	10/2022
Employer(s):	Uber Technologies, Inc.

Dear EMPLOYER and LWDA:

This letter is a complaint and notice of complaint to the California Labor Workforce & Development on behalf of the above named employee and those similarly situated against the above identified employer(s) for violations of sections of the California Labor Code enforceable by the Private Attorney General's Act, Labor Code § 2699, et seq. Arnold Law Firm represents the above-identified employee. A designation of counsel form is attached.

This letter is also a demand for production of the following employee records, which the above employer(s) must produce within 21 days of receipt of this letter or be subject to suit:

1. All documents reflecting wages paid to the employee, and specific hours worked. (See Cal. Labor Code § 226(c).)



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2. All documents that were signed by the employee.
(See, Cal. Labor Code § 432.)
3. The employee's personnel file in its entirety.
(See Cal. Labor Code § 1198.5.)

This letter is also a demand that the employer(s) identified above preserve all potential evidence related to the complaints in this matter and alter any document retention policies to avoid destruction of potentially relevant material. All business records, computer records, third party app data, cell phone messages, cell phone bills, computers, tablets, mobile phones, and any other form of information or means of storing information related to the issues raised here or in any way relating to our client's employment or communications must be preserved. This extends to both company materials and the materials owned by other employees (e.g. a manager's cell phone). Any destruction, deletion, or alleged "loss" of such materials will result in a request for sanctions for spoliation of evidence.

In general terms, our client alleges the following:

During the period of employment identified above, our client worked as a driver. In that time, the above-identified employer(s) violated the following sections of the California Labor Code:

Labor Code Violation	Description of Violation
LC 226 [pay check stub does not include: ☐ gross wages, ☐ total hours worked or number of pieces, ☐ all deductions, ☐ net wages, inclusive dates of pay period, ☐ employee name, ☐ SSN or employee ID number, ☐ name, ☐ hourly rate(s) in effect for pay, period with hours worked for each.]	The employee's paystubs did not accurately state all the hours he worked, and thereby failed to state the proper total hours worked, gross wages, and net wages.
LC 510 [overtime violations]	The employee was not paid for all the hours worked, some of which were overtime hours.

LC 1194, 1197, 1197.1 [minimum wage violations]	The employee was not paid for all the hours worked, some of which were overtime hours.
LC 1199 [penalty for wage, hour, condition violations, 1171-1206]	The conduct discussed herein violates the relevant wage and hour order(s)
LC 1198 [violation of wage order]	The conduct discussed herein violates the relevant wage and hour order(s)
Other: LC 432.6	Employer terminated employee for refusing to sign arbitration agreement regarding wage claims.

The to the degree any violations of the California Labor Code are curable before suit, the employer(s) must do so within the statutory period and file and serve robust proof of any such cure.

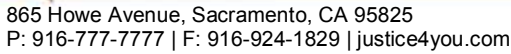
Unless otherwise instructed by LWDA, we will file suit or amend any already-filed civil suit to include these PAGA allegations at the conclusion of the mandatory waiting period provided for by statute.

If you content that the identified employee is not an employee, please provide any proof of such, including any signed contract.

Very truly yours,

/s/

Joshua H. Watson
Attorney at Law



AUTHORIZATION FOR LEGAL REPRESENTATION AND RELEASE OF INFORMATION

TO : Uber Technologies, Inc.

RE : Client's Name : Ahmad Mohammad
Date of Birth : _____
Matter : Mohammad v. Uber Technologies, Inc.

I, the undersigned, hereby appoint Clayeo C. Arnold, A Professional Law Corporation dba Arnold Law Firm, their attorneys, employees, agents and representatives, as my legal representative for investigating certain matters.

I authorize the party, agency or entity to whom this authorization is directed to furnish to my attorney, his agents, designees or representatives, the following: any and all records in your possession pertaining me, the undersigned. These records include but are not limited to, police reports, investigative reports, and related information; personnel, employment, payroll records and related information; insurance, policy information, payments, listing of providers, and related information; academic or school records, attendance records, grades, reports and related information; including but not limited to those listed above and further specified below:

I hereby waive any privilege which would prevent you from disclosing the above-described information to my attorney, but the waiver of any privilege is hereby expressly limited to allowing you to disclose the information to my attorney only, and all other privileges are hereby expressly retained and not waived.

A copy of this authorization shall be deemed as valid as the original. This authorization shall become effective immediately and remain in effect until revoked by me in writing or for one year from date of signature.

DATED: 11 / 10 / 2022 Signed: