

Have you used an Uber App to provide rides or delivery services in Alberta?

A Class Action May Affect Your Legal Rights

If you used an Uber App to transport passengers and/or to provide delivery services pursuant to a Service Agreement with Uber in Alberta before April 25, 2023, you may be a class member in this class action.

As a class member, you are automatically included in the lawsuit and do not have to do anything at this stage.

If you do not want to be part of this class action, you must opt-out by **October 1, 2024**, using the procedure described below. If you choose to opt-out, you will not benefit from any recovery or Court findings of liability if the class action is successful.

Please read this Notice carefully. It provides important information about the class action and your options at this stage. This Notice is available online at www.uberclassactionalberta.ca

BACKGROUND

On July 2, 2020 a class action lawsuit was filed against Uber Technologies Inc., Uber Canada Inc., Uber B.V., Rasier Operations B.V., Uber Portier B.V., Uber Portier Canada Inc., Uber Rasier Canada Inc., and Uber Castor Canada Inc. (collectively referred to as “Uber”), by Shaneef Virani of Calgary, Alberta, alleging that Uber breached its statutory and contractual duties to Alberta drivers and delivery people by failing to provide them with minimum wage, overtime pay, vacation pay, and public holiday and premium pay, as well as by failing to make CPP and EI contributions on their behalf.

The class action lawsuit alleges that the level of control Uber has over Alberta drivers and delivery people creates a relationship of employment and that Uber has misclassified the employment status of Alberta drivers and delivery people and this misclassification has deprived Alberta drivers and delivery people of the protections and benefits under employment standards legislation. The class action is seeking a decision from the Court of King’s Bench of Alberta (the “Court”) confirming that Alberta drivers and delivery people are employees and are entitled to be paid for minimum wage and overtime, among other unpaid wages and benefits.

If the class is successful, Alberta drivers and delivery people would be classified as employees of Uber and would be treated as if they were “working for Uber” when using the Uber Apps.

If Uber is successful, the Court could determine that the relationship between the Class Members and Uber is one of the customers (purchaser of software) of Uber or an independent contractor.

Uber has defended the class action and denies all of the plaintiff's allegations. Uber's response to the plaintiff's claims is that drivers and delivery people are not employees of Uber. Uber contends that drivers and delivery people are customers of Uber who use the Uber Apps to earn money by providing transportation and delivery services to their customers. Uber's position is that drivers and delivery people are not employees because they have the flexibility to use the Uber Apps when and where they choose, without shifts or assignments; can decline requests; can use any other ridesharing or food delivery apps, or engage in any other occupation or business; have no manager; choose their own method of transportation; and do not wear uniforms. Uber also takes the position that drivers and delivery peoples' employment status cannot be determined in common because the drivers and delivery people do not all have the same experience and relationship with Uber.

If the Class is successful, the existing contractual relationship between Uber and Alberta drivers and delivery people who participate in the class action will be modified. Rather than be classified as customers of Uber or as independent contractors, these drivers and delivery people would be classified as employees of Uber and would be treated as if they were "working for Uber" when using the Uber Apps.

At the Common Issues Trial, the Court could determine one (or a combination of) the following outcomes:

1. the Alberta drivers and delivery people (or some of them) are employees of Uber, and,
 - a. Whether they are entitled to, and/or whether Uber has an obligation to ensure they are provided, Applicable Employment Standards Legislation minimum requirements such as minimum wage, overtime pay, vacation pay and public holiday and premium pay; or
2. the Alberta drivers and delivery people (or some of them) are customers of Uber, are independent contractors and/or are not employees; or
3. that for the Alberta drivers and delivery people, their employment status cannot be determined in common but will require individual trials; and
4. whether the arbitration clause and/or class action waiver clause in the August 26, 2020 terms of service impacts Alberta drivers and delivery peoples' ability to participate in the class action. The plaintiff's allegations have not been proven in Court. The Court has not yet determined any of the above common issue outcomes or, more generally, whether the plaintiff or Uber is correct.

CERTIFICATION

At this stage, the Court has allowed the class action to proceed forward (“certification”) against Uber on behalf of all persons who used an Uber App to transport passengers and/or to provide delivery services pursuant to a Service Agreement with Uber in Alberta before April 25, 2023 (“Class Members”). Shaneef Mohamed Virani was appointed as the representative plaintiff.

The Court has yet to determine whether acceptance of the August 26, 2020 terms of service impacts your ability to participate in the class action.

WHAT DO YOU HAVE TO DO NOW?

DO NOTHING TO STAY IN THE ACTION Class Members who want to participate in the class action are automatically included in the lawsuit and do not have to do anything at this time.

Each Class Member who does not opt out of the class action will be bound by the terms of any judgment or settlement, successful or unsuccessful, and will not be allowed to pursue or continue an independent action. A Class Member does not have any right to independently appeal or challenge any decision.

If the class action is successful, Class Members may be entitled to participate in the individual-issues stage to prove their individual claims and/or share in the amount of any award or settlement, if recovered.

You should keep copies of all relevant documents and evidence relating to transportation or delivery services you provided using the Uber App or any other transportation or delivery apps. Such documents and evidence might include copies of your agreements with any transportation or delivery app companies, information about when you provided transportation or delivery services through an app, pay statements issued to you by any transportation or delivery services you provided through an app, and receipts or out-of-pocket expenses incurred by you while providing transportation and delivery services through an app.

OPT-OUT (EXCLUDE YOURSELF)

Class Members who do not wish to participate in or be bound by the class action must opt-out.

If you wish to pursue or continue to pursue an individual action against Uber with respect to these issues, then you must opt-out of the class action.

If you would like to opt-out of the class action, you must complete and return the Opt-Out Form by **October 1, 2024**. A copy of the Opt-Out Form can be obtained at www.uberclassactionalberta.ca/en/opt-out or by contacting Class Counsel using the telephone number or email address listed below.

If you opt-out you will not be entitled to participate in the class action and/or any settlement or other resolution. Your right to pursue your own individual claim is preserved.

COSTS AND FEES

As a Class Member, do I have any responsibility to pay for any adverse Court costs of the class action?

No. Only the representative plaintiff in a class proceeding is liable to pay adverse Court costs. In this case, litigation funding has been obtained to protect against adverse Court costs.

As a Class Member, do I have any responsibility to pay for the legal fees of Class Counsel?

No. Class Counsel will be paid on a contingency-fee basis, and receive up to 30% of the recovery awarded to the Class, only in the event of success. You may pay legal fees in respect of your individual claim and/or compensation determinations, if you choose to hire a lawyer to help you with same.

QUESTIONS

The Court offices will not be able to answer any questions about the matters in this Notice. If you have any questions regarding the certification of this action, opting out, or about the class action in general, information is available on Class Counsel's websites or by contacting Class Counsel directly as follows:

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This Notice was approved by order of the Court of King's Bench of Alberta.