UNITED STATES DISTRICT COURT MIDDLE DISTRICT OF FLORIDA TAMPA DIVISION

MANNY CRESPO, on behalf of himself, and on behalf of all others similarly situated,

Plaintiff,

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Case No.:

UBER TECHNOLOGIES, INC. d/b/a UberEATS,

De	fendant.	
		,

CLASS ACTION COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiff, MANNY CRESPO, ("Plaintiff"), by and through the undersigned counsel, on behalf of himself and on behalf of all others similarly situated, files this Class Action Complaint against Defendant, UBER TECHNOLOGIES, INC. d/b/a UberEATS ("Defendant" or "UberEATS"), and in support of his claims states as follows:

PRELIMINARY STATEMENT

- 1. This Complaint is filed as a collective action seeking to collect minimum wages under 29 U.S.C. § 216(b), and is brought by and on behalf of persons who are or have been at some time employed during the applicable limitations period as delivery drivers for UberEATS, an on-demand meal delivery service with its principal place of business in California.
- 2. This is a collective action and a class action which challenges UberEATS' uniform policy of willfully misclassifying its delivery partners as independent contractors when, in fact, each such delivery partner is and/or was an employee of UberEATS.

- 3. As a result of UberEATS' unlawful misclassification of its delivery partners as independent contractors, UberEATS has uniformly violated the requirements of the Fair Labor Standards Act, as amended ("FLSA," 29 U.S.C. § 201 et seq.) by, among other things:
 - (a) Failing to pay its delivery partners at least the minimum wage required by Federal law for every hour worked;
 - (b) Misclassifying Plaintiff, and other similarly situated delivery partners, as independent contractors, rather than as an employees, which, in turn, harmed Plaintiff, and the similarly situated delivery partners, by causing negative tax implications, depriving them of their right to minimum wage, depriving them of their right to workers' compensation insurance, unemployment insurance, disability insurance, social security, and other benefits to which, as employees, Plaintiff and the similarly situated delivery partners are entitled by law.

PARTIES

- 4. Plaintiff is a resident of Hillsborough County, Florida.
- 5. Defendant UberEATS is a California corporation, which is licensed to conduct business in the state of Florida, and which does conduct substantial business on a regular and continuous basis in Florida.

JURISDICTION AND VENUE

- 6. This Court has federal question jurisdiction over Plaintiff's FLSA pursuant to 28 U.S.C. § 1331.
- 7. Venue is proper in the United States District Court, Middle District of Florida, pursuant to 28 U.S.C. § 1391. Plaintiff resides in Tampa, Florida, worked for Defendant in Tampa,

Florida, and his claims arose, in substantial part, in Tampa, Florida. Defendant regularly conducts business in Tampa, Florida and is thus subject to personal jurisdiction in this district.

ALLEGATIONS REGARDING DEFENDANT'S BUSINESS PRACTICES

- 8. Defendant UberEATS is a meal delivery service. Through a mobile phone software application, customers can place orders from hundreds of partner restaurants that prepare meals which are then picked up and delivered by UberEATS' local delivery partners who have been screened, trained, controlled, and are paid by UberEATS.
- 9. All UberEATS delivery partners must abide by all of UberEATS' uniform rules, regulations, and policies.
- 10. UberEATS operates much like a restaurant takeout delivery service. However, instead of being limited to ordering from a single restaurant, customers are presented with hundreds of restaurants, including several national chain restaurants, from which they can place an order through the mobile app for pick up from the restaurant to delivery to the customer's location by an UberEATS delivery partners. *See* Exhibit A.
- 11. The UberEATS delivery partner, pursuant to UberEATS uniform rules, picks up the customer's food order from a restaurant and transports it to the customer's location.
- 12. Each UberEATS customer pays for their meal plus a booking fee to UberEATS directly via credit card.
- 13. All payments from the customer must be paid by the customer directly to UberEATS. UberEATS rules do not permit its delivery partners to accept any type of payment from its customers. Instead, UberEATS pays each of its delivery partners a portion of the amount received from the customer (i.e., a portion of the booking fee), as determined solely by UberEATS, via direct bank deposits to its delivery partners' bank accounts.

- 14. In an effort to avoid providing its delivery partners with the minimum benefits and protections afforded employees under the FLSA and Florida law, UberEATS has willfully, uniformly, and unilaterally classified each and every one of its delivery partners as independent contractors, rather than employees, despite the fact that the factual circumstances of the relationship between UberEATS and its delivery partners clearly demonstrate that UberEATS delivery partners are, in fact, employees of the company.
- 15. Under the FLSA and Florida law, UberEATS delivery partners should be considered employees for, among others, the following reasons:
 - (a) UberEATS retains the right to control, and in fact does control, the manner and means by which all UberEATS delivery partners accomplish their work;
 - (b) UberEATS retains the right to hire and fire delivery partners in its sole discretion;
 - (c) UberEATS retains the right to terminate the UberEATS phone application, or to block delivery partners from using the Platform and/or application, which effectively gives UberEATS the ability to prevent its drivers from picking up meals for delivery, working, and earning an income;
 - (d) UberEATS sets all rates of pay for its delivery partners and prohibits its delivery partners from setting rates of pay for their services;
 - (e) UberEATS requires its delivery partners to consent to receiving emails and text messages from UberEATS (including through "Rasier, LLC" e-mails and technology"), all of which the delivery partners are required to pay for receiving at the rate charged by their mobile phone service providers, including without limitation, notification emails, emails or text messages informing delivery

- partners about potential delivery requests, and emails or text messages regarding delivery partners promotions which delivery partners are required to abide by;
- (f) UberEATS unilaterally and in its sole discretion requires each delivery partners to accept any and all discount promotion offered to customers;
- (g) UberEATS requires each delivery partners to engage in a training session before being permitted to work as a UberEATS driver, including the viewing of training videos, which, inter alia, instructs delivery partners regarding UBER's requirements for how they are to interact with customers;
- (h) UberEATS requires that each delivery partners ensure that his or her vehicle comply with UberEATS' requirements;
- (i) UberEATS retains the right to discipline its delivery partners in its sole discretion; and
- (j) UberEATS advertises that its delivery partners earn a minimum dollar figure (~\$3 per delivery, with a minimum of \$10 per hour).
- 16. As a result of UberEATS' uniform misclassification of its delivery partners as independent contractors, UberEATS does not pay its delivery partners a wage for each hour, or portion thereof, that they work. Instead, UberEATS pays its delivery partners using a formula, derived and determined solely by UberEATS, based on and related in some way to the amount UberEATS receives from its customers.
- 17. The consequences of this practice are, without limitation, that UberEATS delivery partners: (1) are not paid for all of the hours that they actually work; and (2) are not paid at least the minimum wage required by Federal law for each hour worked.

FLSA COLLECTIVE ACTION ALLEGATIONS

- 18. Plaintiff brings this action on behalf of himself and on behalf of all other persons similarly situated, who exclusively delivered for Uber Eats and not the other Uber brands, who or hours for which they were not paid at least minimum wage but were not paid for those hours in accordance with the FLSA, at any time during the period from three years the preceding the filing of this Complaint to the present.
 - 19. Plaintiff is and has been a member of the collective action described herein.
- 20. By responding to delivery requests via UberEATS' online app and then picking up meals prepared by restaurants, which receive their products and raw materials from all over the country by national distribution companies, for delivery to UberEATS customers, Plaintiff and the situated employees are workers engaged in interstate commerce.
 - 21. The Plaintiffs never crossed state lines to make their food deliveries.
- 22. Plaintiffs routinely were engaged in the transportation of property (i.e., food products) in interstate or foreign commerce.
- 23. Although Plaintiff and the similarly situated employees, did not actually cross state lines as part of their duties for UberEATS, the food they transported moved through interstate commerce.
- 24. The food being delivered by Plaintiffs from is an article traveling in interstate commerce, making the Motor Carrier Act applicable.
- 25. The food used by UberEATs partner restaurants, which include national and regional chains such as Krispy Kreme, McDonalds, Tijuana Flats, Pita Pit, and Johnny Rockets as well as independent restaurants, comes to Florida from out-of-state suppliers and travel through

interstate commerce until the time that the UberEATS delivery partner delivers the product to the customer.

- 26. In addition, the out-of-state suppliers often source the food ingredients from all over the country.
- 27. Since UberEATS partner restaurants buy food with primary intent of selling meals for profit, the food remains in interstate commerce until it is delivered by the UberEATS driver to the customer.
- 28. UberEATS delivery partners are directly participating in the actual movement of things in interstate commerce by regularly using the instrumentalities of interstate commerce to make deliveries for Defendant.
- 29. Further UberEATS delivery partners engaged in interstate commerce via the use of the UberEATS mobile app and credit card processing system.
- 30. Defendant is an enterprise engaged in commerce as defined by 29 U.S.C. §203(s)(1)(A) because at all times material hereto it had an annual gross volume of sales in excess of \$500,000.00
- 31. The number of persons in the proposed collective action is so numerous that joinder of all such persons would be impracticable. While the exact number and identities of all such persons are unknown to Plaintiff at this time and can only be obtained through appropriate discovery, Plaintiff is informed and believes, and on that basis allege, that the proposed collective action herein includes over 1,000 persons.
- 32. Disposition of Plaintiff's claims in a collective action will benefit all parties and the Court.

- 33. There is a well-defined community of interest presented by the proposed collective action herein in that, among other things, Plaintiff and the similarly situated employees have an interest in receiving the minimum wage compensation required by the FLSA for the hours they have worked for Defendant, obtaining other appropriate legal relief for the harm of which Plaintiff and the similarly situated employees complain, and obtaining other adequate compensation for the common damages which Plaintiff and all other persons similarly situated have suffered as a result of Defendant's actions.
- 34. Plaintiff and the similarly situated employees were requested to, or suffered or permitted to work, at some time during the three years preceding the filing of this Complaint for which they have not been properly compensated, in that they have not received the minimum wage compensation required by the FLSA.
- 35. A collective action in this case is superior to any other available method for the fair and efficient adjudication of the claims presented herein.
- 36. The prosecution of separate actions by individual employees would create a risk of inconsistent and/or varying adjudications with respect to individual employees which would or may establish incompatible standards of conduct for Defendant and which would also create a risk of adjudications with respect to individual employees, as a practical matter, be dispositive of the interests of similarly situated persons not parties to the particular individual adjudications, and/or would or may substantially impede or impair the ability of those other persons to protect their interests.
- 37. Common questions of law and fact exist in this case with respect to Plaintiff and the similarly situated employees which predominate over any questions affecting only individual employees and which do not vary between members thereof.

- 38. At some time during the three years preceding the filing of this Complaint, Plaintiff and the similarly situated employees have been employed by Defendant as delivery partners and have been unlawfully subjected to a uniform and consistent set of unfair employment practices, as described more fully herein.
- 39. The common questions of fact involved in this case include, without limitation, whether Plaintiff and the similarly situated employees have worked hours during the three years preceding the filing of this Complaint for which they have not been paid at least the minimum wage required by Federal law.
- 40. The common questions of law involved in this case include, without limitation: (1) whether Plaintiff and the similarly situated employees performed labor for Defendant as employees or as independent contractors; (2) whether Defendant has violated the FLSA by failing to pay its delivery partner employees at least the legally required minimum wage for each and every hour worked.
- 41. The claims of the named Plaintiff in this case is typical of those of the similarly situated employees which he seeks to represent, in that, among other things, Plaintiff and each similarly situated employee has sustained damages and are facing irreparable harm because of, and arising out of, a common course of conduct engaged in by Defendant as complained of herein.
- 42. The claims of the named Plaintiff herein is coincident with, and not antagonistic to, the claims of other similarly situated employees which the named Plaintiff seeks to represent.
- 43. The named Plaintiff herein will fairly and adequately represent and protect the interests of similarly situated employees which he seeks to represent. Plaintiff does not have any interests which is antagonistic to the interests of the similarly situated employees herein.

- 44. Counsel for Plaintiff are experienced, qualified and generally able to conduct complex collective action legislation.
- 45. By virtue of Defendant's unlawful failure to pay Plaintiff and the similarly situated employees the minimum compensation required by Federal law, Defendant has received substantial sums of money, and has realized profits from the unpaid labor of literally thousands of employees during the applicable limitations period.
- 46. The relief sought in this action is necessary to restore to the similarly situated employees the money and property which Defendant has illegally acquired through the unlawful treatment of each similarly situated employee as described herein.

FIRST CLAIM FOR RELIEF (AS TO COLLECTIVE ACTION) Failure to Pay Minimum Wage in Violation of FLSA

- 47. This claim is brought by named Plaintiff on behalf of all similarly-situated UberEats delivery employees.
 - 48. Defendant is the employer of Plaintiff and all similarly situated employees
- 49. Defendant willfully and uniformly misclassified Plaintiff and all other similarly situated employees as independent contractors when in fact each such similarly situated employee was and/or is an employee of UberEATS.
- 50. The FLSA provides that any employee who receives less than the legal minimum wage applicable to the employee is entitled to recover in a civil action the difference between what the employee was paid and the amount the employee should have been paid, known as back pay, and an equal amount as liquidated damages, plus attorney's fees and court costs.
- 51. The FLSA provides that the applicable minimum wage that an employee is entitled to is the higher of the Federal minimum wage and the applicable State minimum wage.

- 52. Defendant has failed to pay Plaintiff, and all other similarly situated employees, at least the legally required minimum wage for some portion of the hours that each such person worked as a delivery partner for UberEATS during the three years preceding the filing of this Complaint.
- 53. Defendant's failure to pay Plaintiff, and such other similarly situated employees, at least the minimum wages as required by law, violates the provisions of the FLSA.
- 54. By virtue of Defendant's unlawful failure to pay minimum wages to Plaintiff and all other similarly situated employees when due, all such persons have suffered, and continue to suffer, damages in amounts which are presently unknown to Plaintiff but which will be ascertained according to proof at trial.
- 55. Pursuant to the FLSA, Plaintiff and all other similarly situated employees are entitled to recover from Defendant the full balance of any and all unpaid minimum wages, plus attorney's fees and court costs.

FLSA MINIMUM WAGE RELIEF PRAYER

- A. Judgment against Defendant for an amount equal to Plaintiff's and the similarly situated employees' unpaid back wages at the applicable statutory minimum wage;
- B. Judgment against Defendant stating that Defendant's violations of the FLSA were willful;
- C. An amount equal to the Plaintiff's and the similarly situated employees' minimum wage damages as liquidated damages;
- To the extent that liquidated damages are not awarded, an award of prejudgment interest;

- E. A declaration that Defendant's practices as to Plaintiff and the similarly situated employees were unlawful, and grant Plaintiff and the similarly situated employees equitable relief;
- All costs and attorney's fees incurred in prosecuting these claims;
 and,
- G. For such further relief as this Court deems just and equitable.

JURY TRIAL DEMAND

Plaintiff demands a trial by jury as to all issues so triable.

Dated this 2 day of January, 2017.

Respectfully submitted,

BRANDÓN J. HILL

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EXHIBIT A

Open Restaurants

Hooters of Tampa (Hillsborough)

\$ • Wings • Bar Food • Traditi... 32 - 43 MIN

43 - 54 MIN

Ciccio Water

\$\$ • American • Sushi

Holy Hog BBQ (Downtown)

\$\$ • BBQ

23 - 34 MIN

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McDonald's (1520 W **Kennedy Dakota**)

\$ • Burgers • Fast Food

23 - 34 MIN

Hooters of Channelside

\$ • Wings • Bar Food • Traditi... 30 - 41 MIN

Burger Culture

\$ • Burgers • American

40 - 51 MIN

Flavs Barbecue

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Garden Gyros

Greek

39 - 50 MIN

33 - 44 MIN

Lee Roy Selmon's Restaurant (Westshore)

\$\$ • New American • Bar Foo...

43 - 54 MIN

Bella's Italian Café

\$\$ • Italian

31 - 15 MIN

\$ • Street Food • Vegetarian-...

Taco Bus (Downtown)

Taco Bus (Hillsborough) \$ • Street Food • Vegetarian-...

21 - 12 MIN

21 - 22 MIN

https://www.ubereats.com/stores/?adg_id=31340060906&cid=642460019&cre=169400366814&dclid=Cly19NORytECFUYqHwodr3MNpQ&dev=c&gclid=Cj0...

Mr. Penguins (Platt)

\$ • Ice Cream & Frozen Yogurt 20 - 31 MIN

Riverside Seafood

Restaurant

\$ • Seafood • American 37 - 48 MIN

La Teresita

\$ • Cuban • Spanish 39 - 50 MIN

The Revolution Ice Cream

• Ice Cream & Frozen Yogurt •...

27 - 38 MIN

Hao Wah

\$ • Bar Food • Chinese • Vietn... 38 - 49 MIN

Tijuana Flats (Platt)

\$\$ • Mexican 27 - 38 MIN

Gourmet Pizza Company PDQ (South Tampa)

\$\$ • Pizza • Gluten-Free • Veg... \$ • Sandwiches 40 - 51 MIN

30 - 41 MIN

Holy Hog BBQ (South Tampa)

\$\$ • BBQ 31 - 42 MIN

Eataly Pizza and Grill

\$ • Pizza • Italian 39 - 50 MIN

SoFresh (SoHo)

\$\$ • Healthy • American 25 - 36 MIN

Roadside Seafood

\$\$ • Seafood 47 - 58 MIN

Precinct Pizza

\$ • Pizza

37 - 48 MIN

Thai Thani

\$ • Thai

30 - 41 MIN

Firehouse Subs (South

Tampa)

\$ • Deli • Sandwiches

37 - 48 MIN

Datz

\$\$ • American • Sandwiches \$ • Italian • Pizza

39 - 50 MIN

ABC Pizza

35 - 46 MIN

Square 1

\$\$ • New American • Burgers...

38 - 49 MIN

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BT To Go

\$\$ • Vietnamese

28 - 39 MIN

EATS! American Grill (South Tampa)

\$\$ • Diner • Traditional Ameri...

42 - 53 MIN

Krispy Kreme (South Tampa)

\$ • Dessert • Bakery

23 - 34 MIN

Pita Pit (Downtown Tampa)

\$ • Mediterranean

21 - 32 MIN

4

Acropolis (South Tampa)

\$\$ • Greek • Mediterranean

40 - 51 MIN

Urban Juice Co

\$\$ • Juices & Smoothies

22 - 33 MIN

Origami Sushi

Miguels Mexican

D.P Dough

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\$\$ • Japanese • Sushi

41 - 52 MIN

Searood & Grill

\$ • Mexican

34 - 45 MIN

\$ • Italian • Pizza

33 - 44 MIN

Dough

\$\$ • Ice Cream & Frozen Yogu...

25 - 36 MIN

California Taco's to go

(S. Dale Mabry)

\$ • Mexican

34 - 45 MIN

Fountain Sushi

\$ • Sushi

29 - 40 MIN

EVOS South Tampa

\$ • Burgers • Salads

22 - 33 MIN

Oishi Sushi

\$\$ • Japanese

41 - 52 MIN

Little Greek (South

Tampa)

\$ • Greek

34 - 45 MIN

Ducky's Sports Lounge

32 - 43 MIN

Jerk Hut (Downtown)

\$\$ • Burgers • American • Bar... \$\$ • Caribbean • Soul Food • ... 21 - 32 MIN

Mr. Empanada (South

Tampa)

\$ • Latin American 30 - 41 MIN

Heights Pizza

\$ • Vegetarian • Traditional A... 42 - 53 MIN

Tampa Buffet

\$ • Asian • Chinese 34 - 45 MIN

Yogurtology (South Tampa)

\$ • Ice Cream & Frozen Yogurt 28 - 39 MIN

Byblos

\$\$ • Mediterranean

36 - 47 MIN

Nico's Arepas Grill

\$ • Venezuelan • Latin Americ...

37 - 48 MIN

4 stars on Yelp

Miguelitos Taqueria Y **Tequilas**

\$\$ • Mexican

28 - 39 MIN

Lanna's Entrees

\$\$ • Soul Food • american

35 - 46 MIN

Yeoman's Cask & Lion

\$\$ • Burgers • British

22 - 33 MIN

Dubliner Irish Pub

\$ • Irish • Bar Food

33 - 44 MIN

4

Tally Ho Bar & Grille

\$ • Traditional American 44 - 55 MIN

The Bungalow **Restaurant & Bar**

\$\$ • American 36 - 47 MIN

Yard of Ale

\$ • American 36 - 47 MIN

Oggi Italian

\$\$ • Italian 33 - 44 MIN

Swami Juice

\$\$ • Juices & Smoothies 23 - 34 MIN

Fabrica Woodfired

Pizza

\$\$ • Pizza • Italian 27 - 38 MIN

That's Amore Restaurant

\$\$ • Italian

39 - 50 MIN

Mr. Empanada (West Tampa)

\$ • Latin American

34 - 45 MIN

Fusion Bowl

\$\$ • Asian Fusion • Vietname...

20 - 31 MIN

Thee Burger Spot

\$ • Burgers

26 - 37 MIN

Chocolate pi

\$\$ • Dessert • Bakery • French

28 - 39 MIN

McAlister's Deli

(Westshore)

\$ • American • Salads • Sand...

32 - 43 MIN

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\$ • American

31 - 42 MIN

\$ • Dessert 28 - 39 MIN

FitEx Meals

24 - 35 MIN

BurgerMonger (South Tampa)

• Burgers • Traditional Americ...

31 - 42 MIN

Islands Pizza

\$ • Bar Food • Pizza

42 - 53 MIN

Zudar's

\$\$ • American

32 - 43 MIN

Drama Burger

\$\$ • Burgers

31 - 42 MIN

The Brass Tap

\$\$ • American

31 - 42 MIN

FireHouse Subs (University of Tampa)

• Deli • Sandwiches

30 - 41 MIN

Blue Island Jamaican Restaurant

31 - 42 MIN

Carmel Kitchen & Wine Bar

\$\$ • Breakfast & Brunch • Me...

41 - 52 MIN

Acropolis Greek Taverna (Ybor)

\$\$ • Greek • Mediterranean

38 - 49 MIN

Zen Bistro Grill + Sushi (Westshore)

\$\$ • Japanese

49 - 60 MIN

Margaritas Mexican Restaurant

\$\$ • Mexican • Mexicano • Te...

36 - 47 MIN

Hamburger Mary's Bar and Grille

\$\$ • American

33 - 44 MIN

4

Xtreme Juice

\$ • Juices & Smoothies 31 - 42 MIN

Gengiz Khan Grill

\$\$ • Mediterranean • Turkish 44 - 55 MIN

Little Greek (Westshore Plaza)

\$ • Greek • Mediterranean 40 - 51 MIN

El Gallo De Oro

\$ • Cuban • Latin American 32 - 43 MIN

Renzo's (Carrollwood) Due Amici Pizza

• Latin Fusion • Argentinian • ... \$ • Pizza • Italian 47 - 58 MIN

38 - 49 MIN

Squeeze Juice Works The Bricks of Ybor (Hyde Park)

\$\$\$ • Juices & Smoothies • Sa...

19 - 30 MIN

5

\$\$ • American • Mexican • Sa...

31 - 42 MIN

4

Soho Backyard

\$\$ • New American • Burgers...

41 - 52 MIN

Pokeys Rock and Rolls

\$\$ • Traditional American

21 - 32 MIN

Grille 116

\$\$\$ • New American

37 - 48 MIN

Beef O' Bradys Southdale

\$\$ • Traditional American • P...

37 - 48 MIN

MacDinton's Irish Pub & Restaurant

\$ • Irish • Bar Food 37 - 48 MIN

Queen of Sheba

\$\$ • Ethiopean 40 - 51 MIN

Carmel Kitchen & Wine Bar (Carrollwood)

\$\$ • Mediterranean 46 - 57 MIN

Beef O' Brady's

\$\$ • Traditional American • P... 42 - 53 MIN

Firehouse Subs Town

N Country **\$ •** Sandwiches

37 - 48 MIN

Renzo's (South Tampa)

\$\$ • Latin Fusion • Argentinia... 41 - 52 MIN

Paninoteca

\$\$ • Greek • Mediterranean

Piquant Epicure and Cuisine

D&D Gourmet Deli

\$\$ • Deli • Sandwiches

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\$\$ • Coffee & Tea • Bakery • ...

36 - 47 MIN

37 - 48 MIN

Chakana Soho

\$\$ • Peruvian • Seafood • Lati... 35 - 46 MIN

Boca Kitchen Bar and

Market American

37 - 48 MIN

Fountain Bistro

\$\$ • Mediterranean 29 - 40 MIN

District Tavern

30 - 41 MIN

\$\$ • Bar Food

Catrinas South Tampa

\$ • Mexican 36 - 47 MIN Gigi's Cupcakes

• Dessert • Bakery

28 - 39 MIN

Arirang Korean Restaurant

\$\$ • Korean • Vegetarian • As... \$ • Venezuelan 43 - 54 MIN

El Caldero Latin Restaurant

43 - 54 MIN

Caffeine

\$\$ • Coffee & Tea 20 - 31 MIN

Buddy Brew Coffee The Independent (Kennedy)

\$ • Coffee & Tea • American • ...

23 - 34 MIN

\$ • Pubs • American • Bar

29 - 40 MIN

Intelligent Gourmet

\$ • Healthy 31 - 42 MIN Your Pie (South Tampa)

28 - 39 MIN

\$ • Bakery

Don Pan Bakery

33 - 44 MIN

Buddy Brew Coffee (Oxford Exchange)

\$ • Coffee & Tea • American • ... 28 - 39 MIN

Great Wraps - GW Cheesesteaks

\$ • Mediterranean • Sandwich...

37 - 48 MIN

Buddy Brew Coffee (Hyde Park)

\$ • Coffee & Tea • American • ...

30 - 41 MIN

Spain Restaurant and **Toma Bar**

\$\$ • Spanish

25 - 36 MIN

Currently Closed

WingHouse Tampa Stadium

\$ • Wings

Currently unavailable

Brocato's Sandwich

Shop

\$\$ • American • Sandwiches

Currently unavailable

NutriTruck 813 Salads and Seafood

\$ • Seafood • Salads • Sandwiches Inc

\$ Healthy Currently

unavailable Currently unavailable

Mini Doughnut Curry **Factory** Leaves

\$ Dessert Currently \$\$ Indian:00 unavailable РМ

One Stop Jerk Roux

\$\$ • Southern • Cajun / Creole Center

\$ Jamaican Currentiv

unavailable Opens at 5:30 PM

717 South Crusty's Pizza

\$\$ • New American \$ • Wings • Salads • Sandwiches • Pizza

Opens at 5:00 PM Currently unavailable 1/17/2017 Case 8:17-cv-00187-JDW-MAP DJennentented 中间的 04/1247197

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Ava

\$\$ • American • Italian

Bavaro's Pizza

Napoletana & Pastaria

\$ • Pizza • Italian

Opens at 5:00 PM

Opens at 5:00 PM

Cena (Channelside)

\$\$ • Italian Opens on Wednesday The Lab Coffee

opens on Wednesday

Crumb &

Cork

Oxford Exchange

\$\$ • American • Traditional American

\$\$. Tapas Currently

unavailable

Opens on Wednesday

Ginger Beard

Coffee

\$ Coffee & Tea

Wednesday

Kombucha

\$ • Coffee & Tea

Opens on Wednesday

Gold Ring Cafe

\$ • Latin American

Opens on

Wednesday

Barrow's Gourmet

Deli

\$ • Traditional American

Opens on Wednesday

1/17/2017 Case 8:17-cv-00187-JDW-MAP DoTetomPenf 20d 中illed 101/19247至7 Page 35 of 38 PageID 35 La Segunda Central Bakery

\$ • Coffee & Tea • Bakery • Cuban

Opens on Wednesday

Moxie's Cafe

\$ • American Opens on Wednesday

On a Roll Sushi

\$ Sushi Opens on Wednesday Holy Hog BBQ (Armenia)

\$\$.BBO Opens on Wednesday

The Blind Tiger Cafe (Seminole Heights)

\$ • Vegetarian • Cafe • Vegan

Opens on Wednesday

La Ideal Sandwich

Opens on Wednesday

Guanabo Coffee Shoppe

Wednesday

La Cabana Restaurant (Seminole Heights)

\$ • Latin American • Spanish

Currently unavailable

AJ's Press

\$ • Traditional American

Opens on Wednesday

Mr. Empanada (Drew Park location)

\$ • Latin American

Opens on Wednesday

Fodder and

Empamamas

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Shine Opens at 5:00 • American \$\$ • Cuban Opens on Friday

Leah's Cafe

\$ • Cuban

Opens on

Wednesday

Krispy Krunchy

Chicken

\$ • American

Closed

Skyview

Restaurant

Opens on Brunch

Wednesday

Hey Mon Caribbean Cooking Magic

\$ • Caribbean

Currently unavailable

Victoria's

Restaurant

Opens on

Wednesday

Mr Pepito

\$ • Latin American

Closed

[Duplicate] Beach Bar

| Restaurant

(Westshore)

Closed

El Cafetal

Restuarant and

bakery

Eurrently unavailable

The Refinery

Rooster & the Till

\$\$ • American

\$\$ • New American • Vegetarian-Friendly

PM

Opens at 5:00 PM

Gio's Italian Restaurant

\$ • Italian

Opens at 5:00 PM

Foundation Coffee Co.

\$ • Coffee & Tea unavailable

Oggi Italian

(Prado)

\$\$ • Italian

Opens at 5:00 PM

Omi's Grill

\$ • Latin American

Currently unavailable

UBER EATS



Tampa

SIGN IN

REGISTER



\$ • Salads • Sandwiches

Opens on Wednesday

Crustaceans

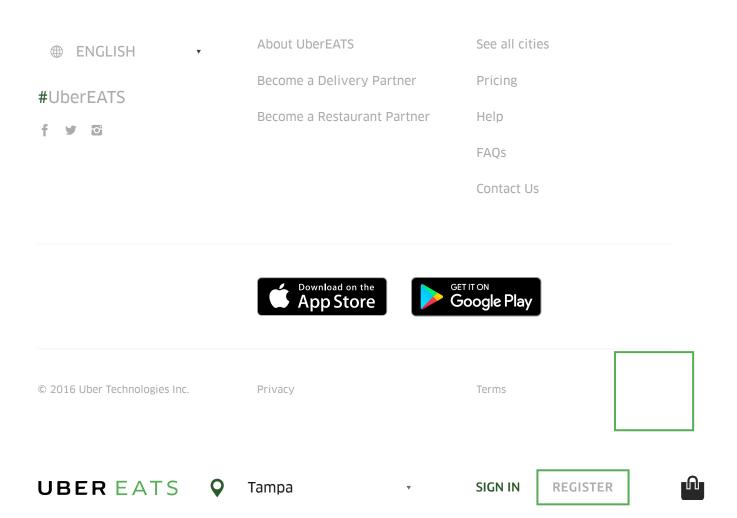
\$ Seafood Currently unavailable

Tampiz

\$\$ • Italian • Vegan-Friendly • French • Glu

Opens on Wednesday

EATS



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JS 44 (Rev. 11/15)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS			DEFENDANTS			
Manny Crespo (b) County of Residence of First Listed Plaintiff						
			Uber Technologies, Inc. d/b/a UberEATS			
(EXCEPT IN U.S. PLAINTIFF CASES)			County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY) NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.			
(c) Attorneys (Firm Name.	Address, and Telephone Number)		Attorneys (If Known)	I		
Brandon J. Hill, Wenzel I Ste. 300, Tampa, FL 336	Fenton Cabassa, P.A., 1110 N. Florida A 602, 813-224-0431	\ve.,				
II. BASIS OF JURISD	ICTION (Place an "X" in One Box (Inly)	III. CI	TIZENSHIP OF P	PRINCIPAL PARTIES	(Place an "X" in One Box for Plainti	
☐ 1 U.S. Government Plaintiff	S Federal Question (U.S. Government Not a Party)			TF DEF I Incorporated or Pr of Business In T	and One Box for Defendant) PTF DEF incipal Place	
☐ 2 U.S. Government Defendant	 4 Diversity (Indicate Citizenship of Parties in Item III) 	Citizo	en of Another State	J 2	Principal Place 3 5 5 5	
			en or Subject of a	3 G 3 Foreign Nation	□ 6 □ 6	
IV. NATURE OF SUIT	(Place an "X" in One Box Only)				OTHER STATUTES TO	
 □ 110 Insurance □ 120 Marine □ 130 Miller Act □ 140 Negotiable Instrument □ 150 Recovery of Overpayment & Enforcement of Judgment □ 151 Medicare Act □ 152 Recovery of Defaulted Student Loans (Excludes Veterans) □ 153 Recovery of Overpayment of Veteran's Benefits □ 160 Stockholders' Suits 	□ 330 Federal Employers' Liability □ 368 Asbestos Persons □ 340 Marine □ 345 Marine Product Liability □ 350 Motor Vehicle □ 355 Motor Vehicle □ 370 Other Fraud □ 371 Truth in Lending	RY 62 69 69 69 69 69 69 69	5 Drug Related Seizure of Property 21 USC 881 0 Other	☐ 422 Appeal 28 USC 158 ☐ 423 Withdrawal		
☐ 190 Other Contract ☐ 195 Contract Product Liability ☐ 196 Franchise	Product Liability 380 Other Personal Property Damage Injury 385 Property Damage 385 Product Liability Medical Malpractice	744 2 75:	Relations O Railway Labor Act I Family and Medical Leave Act O Other Labor Litigation	☐ 864 SSID Title XVI ☐ 865 RSI (405(g))	Exchange 890 Other Statutory Actions 891 Agricultural Acts 893 Environmental Matters 895 Freedom of Information	
☐ 210 Land Condemnation ☐ 220 Foreclosure ☐ 230 Rent Lease & Ejectment ☐ 240 Torts to Land ☐ 245 Tort Product Liability ☐ 290 All Other Real Property	□ 440 Other Civil Rights □ 441 Voting □ 442 Employment □ 443 Housing/ Accommodations □ 445 Amer. w/Disabilities - □ 535 Death Penalty	1 NSW (79)	Employee Retirement Income Security Act	BEDERATE TAX SUITS SEE 870 Taxes (U.S. Plaintiff or Defendant) 871 IRS—Third Party 26 USC 7609	Act 896 Arbitration 899 Administrative Procedure Act/Review or Appeal of Agency Decision 950 Constitutionality of	
	Employment 446 Amer. w/Disabilities - Other 540 Mandamus & Other 550 Civil Rights 560 Civil Detainee - Conditions of Confinement	her	2 Naturalization Application 5 Other Immigration Actions		State Statutes	
	-	□ 4 Reins Reope		r District Litigation	ct	
VI. CAUSE OF ACTIO	Cite the U.S. Civil Statute under which you a Fair Labor Standards Act Brief description of cause: Violation of FLSA	re filing (D				
VII. REQUESTED IN COMPLAINT:	CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.	N DE	MAND \$	CHECK YES only i	f demanded in complaint:	
VIII. RELATED CASE IF ANY	(See instructions): JUDGE			DOCKET NUMBER		
DATE 1/23/1-	SIGNATURE OF AT	FORNEY OF	RECORD	- The state of the		
FOR OFFICE USE ONLY RECEIPT # AM	OUNT APPLYING IFP		JUDGE	MAG. JUD	CIE	

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: <u>UberEATS Driver Files Class Action to Fight Worker Misclassification</u>