France

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I. Introduction

In an information report dated 2021 entitled "Platformisation of work: action against economic and social dependence", the French Senate (the 2nd parliamentary assembly) noted that "self-employment linked to digital platforms is reported to be growing strongly in France (+7% jobs created per year) and could generate almost 350,000 full-time jobs by 2025".[1] This report has to be put in line with the last available survey in 2022 that more than 230,000 self-employed people are registered as digital platform workers: 179,200 two-wheeled delivery drivers (other postal and courier activities) and 52,700 VTC (chauffeur-driven transport vehicle) drivers.

These delivery and driver jobs have exploded since January 2019, particularly in 2020 and 2021. Between 2019 and 2022, the number of delivery drivers increased more than 5-fold (from 35,000 to 180,000 between January 2019 and June 2022), while the number of drivers rose from 33,000 to 53,000, an increase by 1.6 points.[2] It should be noted that, according to Insee statistics published in early 2023 for 2022, this category of self-employed entrepreneurs, listed under "other postal and courier activities", holds the record for the lowest average quarterly wage, with an average of € 1,282 per quarter (i.e. just over € 427 per month).[3] These studies do not take into account undocumented migrants who subcontract licenses, as they are unable to open their own accounts.

1 Sénat Plateformisation du travail: agir contre la dépendance économique et sociale, Rapport d'information n°867 (2020-2021), 29 September 2021.

2 *Botton, Hugo,* L'Ubérisation des quartiers populaires, Compas zOOm, n°27, Compas, November 2022.

3 Les auto entrepreneurs fin juin 2022, Stat'Ur conjoncture n.° 357, January 2023. See *Daugareilh, Isabelle*, La Fabrication de travailleurs pauvres par les plateformes de mobilité en France, in: Marzo, Claire (coord.), Les Salaires minimaux des travailleurs de plateformes dans l'Union européenne – Analyse de droit comparé et de l'Union européenne, Bruxelles: Bruylant 2024, pp. 109 ff.

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Indeed, French law only regulates location-based platforms, so-called "in-situ platforms" that require workers to be located in a specific area to provide services such as deliveries, transport and personal care. Moreover, it focuses its rules exclusively on VTCs (literally "cars with drivers") and goods delivery (mainly by bicycle).[4]

After giving a brief summary of developments regarding the situation of platform workers since autumn 2020 (II), this contribution aims to provide an overview of how the French legislator has set out the beginning of social protection for platform workers in terms of insurance against accidents at work (III). This chapter will also take a look at the role and the place of collective agreements in terms of social protection for platform workers (IV). Finally, it will look at some of the proposals that have emerged concerning the creation of a special status for platform workers (V).

II. Slight Changes Since 2020

Little has changed for platform workers since 2020, and even less so when it comes to social protection. While few specific measures concerning the social protection of platform workers have been put in place over the past four years, the French government has endeavored to establish a general framework within which these specific measures could emerge.

In 2019, a law[5] was passed to authorize the government to take, by ordinance, measures falling within the legislative domain for the purpose of determining the modalities of an election of representatives for self-employed workers using platforms for their activity and the conditions for exercising this mandate. On this basis, the Order of 30 April 2021[6] lays the foundations for structured social dialogue between digital platforms and self-employed workers operating in the VTC and vehicle-based goods delivery sectors. This order lays down the rules governing the representation of the workers concerned and entrusts the new Employment Platforms Social Relations Authority (Autorité des relations sociales des plateformes

4 See Art. 50-0 of the French General Tax Code. See *Big, Gheorghe/Kessler, Francis*, France, in: Schubert, Claudia (ed.), Economically-Dependent Workers as Part of a Decent Economy: International, European and Comparative Perspective, 2022, p. 25 f.

5 Law No. 2019-1428 of 24 December 2019 on the Orientation of Mobility, Art. 48.

6 Order No. 2021-484 of 21 April 2021 on the Representation of Self-Employed Workers Using Platforms for their Activity and the Conditions for Exercising this Representation.

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d'emploi – ARPE), a public administrative body, with the task of regulating social relations between platforms and workers, in particular by ensuring the dissemination of information and promoting consultation. The structure of this social dialogue has been completed with a second order dated 6 April 2022,[7] which complements the rules organizing social dialogue with the platforms and specifies the role of the ARPE in this social edifice.

Thus, the major change is the creation of this new player, the ARPE administration, along with a legal frame for representation, which is supposed to regulate the social dialogue between platforms and their workers. The aim is to create the best possible framework from which measures specifically tailored to platform workers can emerge, including social protection.

Since October 2018, the French *Anti-Fraud Act*[8] has obliged platforms to share detailed information on workers' income with the social security agencies.[9] In this respect, the platforms will have to comply with the following obligations, under penalty of a fixed fine of up to € 50,000. They must:

- provide, for each transaction, honest, clear and transparent information on the tax and social obligations of the users who carry out commercial transactions through it;
- provide an electronic link to the tax administrations' websites to enable users to comply, if necessary, with these obligations.

Each year, they must also, under threat of a penalty of 5% of the undeclared amounts:

- send to the users of the platform a statement of the operations carried out as well as various information concerning both the operations and the operator;
- send to the tax authorities a document summarizing all this information for all users.

In addition, workers can authorize the platform to transfer contribution payments on their behalf to the contribution collections agency (ACOSS).

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7 Order No. 2022-492 of 6 April 2022 Reinforcing the Autonomy of Self-Employed Workers on Mobility Platforms, Organizing Social Dialogue in the Sector and Supplementing the Missions of the Employment Platforms Social Relations Authority.

8 Law No. 2018-898 of 23 October 2018.

9 *Saillard*, *Yves*, Chapitre 8. Créer une protection sociale pour les travailleurs des plateformes de services, in: Agir contre le non-recours aux droits sociaux: Scènes et enjeux politiques. Fontaine, Presses universitaires de Grenoble. Libres cours Politique 2019, pp. 181 ff.; *Kessler*, *Francis*, Remarques conclusives, in: Marzo, Claire (ed.), Réinventer la protection sociale des travailleurs de plateformes numériques. Etude pluridisciplinaire des fondements de la protection sociale à la lumière du travail des plateformes, Paris: Mare & Martin 2023, pp. 245 ff.

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If the platform is not required, in these cases, to automatically transmit the information to the tax administration, the latter may nevertheless become aware of it as part of the exercise of its right of communication.

Finally, as from 1 January 2020, the Act has established a system of joint and several liabilities for online platforms for the payment of value added tax (VAT) due by sellers and service providers who carry out their business activities through them.[10] This system will be applicable to platforms that have not provided proof of having carried out sufficient due diligence (measures allowing users to regularize their situation, or even exclusion of the user in the case of work time violations) after two formal notices issued by the tax administration.

III. Voluntary Private Insurance

Platform workers in France do not have a separate status and, therefore, have to be classified under one of the employment statuses recognized in the country. Usually, platform workers are considered as self-employed.[11] Most of them work under the status originally called "auto-entrepreneur", now called "micro-entrepreneur". It is a specific tax status that benefits from simple tax and accounting rules. Although the French Labor Code does not define as such the independent contractor status, it does however provide in Art. L. 8221-6-1 "*that a self-employed worker is one whose working conditions are defined exclusively by himself or by the contract defining them with his principal*". Even today, platform workers are largely considered to be self-employed and are therefore subject to the social protection of this regime. However, since 2019, a number of courts have reclassified platform workers as employees.[12] The worker status is essential in determin-

10 See also ECJ 28 February 2023, aff. C-695/20, Fenix International: JurisData No. 2023-003332. The Council of the EU may, in VAT matters, establish a presumption that the operator of a digital platform is in the absence of proof to the contrary, the supplier of the services provided.

11 The model is hardly original: it simply uses an old formula, that of the solo self-employed, to structure an organization that enables small teams of decision-makers to pilot – via a digital platform – an independent workforce that is flexible and adaptable to the constantly changing needs of potential consumers. *Daugareilh, Isabelle*, La Santé des travailleurs de plateformes en France, Revue de droit sanitaire et social (RDSS) 2022, pp. 997 ff.

12 Cass. Soc., 28 November 2018, No. 17-20. 079 (Take it Easy) and Cass. Soc., 4 March 2020, No. 19-13.316 (Uber).

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ing the rules to which they are subject in terms of social protection. As the case of platform workers is still uncertain, the French legislator has introduced specific rules on social protection for platform workers. The law of 8 August 2016,[13] thus, creates the first provisions concerning platform workers in terms of social protection. It introduces the possibility for those workers to have their insurance covering work-related accidents taken over by platforms.

First of all, it is interesting to note that neither the French Social Security Code nor the French Labor Code refers to "social protection" for platform workers, but rather to "social responsibility".[14] The concept of social responsibility is not defined yet, neither by the French Labor Code nor in case law. Nevertheless, this social responsibility implies, under French Labor law, that platforms must cover the risk of work-related accidents. Indeed, Art. L. 7342-2 of the French Labor Code states that when a platform worker takes out insurance covering the risk of accidents at work or joins the voluntary insurance scheme for accidents at work mentioned in Art. L. 743-1 of the French Social Security Code, the platform has the obligation to pay the contribution, up to a ceiling set by decree. However, in order to benefit from this coverage, workers must fall within the scope of the law as defined in Art. L. 7342-1 of the French Labor Code. The article applies for workers who work with platforms which determine the characteristics of the service provided or the good sold and which set its price. Besides, the text does not apply if the worker subscribes to a collective contract taken out by the platform and providing cover at least equivalent to the voluntary insurance for accidents at work, and the contribution to this contract is borne by the platform.[15]

The leading example is the AXA insurance company.[16] Several platforms have signed an insurance contract with this company, providing a daily allowance of € 25 per day for active couriers, paid for a maximum of 15 days from the 8th day of sick leave. Active couriers are those who have completed a minimum of 150 journeys for drivers and 30 deliveries for delivery drivers in the 8 weeks preceding the date of illness.[17] In fact,

13 Law No. 2016-1088 of 8 August 2016 on Labor, the Modernization of Social Dialogue and the Securing of Professional Careers.
14 Art. L. 7342-1 of the French Labor Code.
15 Art. L. 7342-2, para. 2 of the French Labor Code.
16 Allianz Partner, a company of Allianz, has developed with Uber a similar tool for other countries than France.
17 https://www.uber.com/fr/fr/drive/insurance (accessed on 1 September 2024).

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because of these strict conditions, few platform workers make use of them. It should also be added that the virtual absence of public policy provisions concerning workplace accident coverage for platform workers leaves a great deal of room for contractual freedom, resulting in less favorable provisions for workers. And this contractual freedom can flourish even more because the legal definition of an industrial accident is broad. The French Social Security Code states that "*an accident at work, whatever its cause, is an accident caused by or in the course of work*"[18] to any person employed or working in any capacity or in any place whatsoever for one or more employers. AXA's insurance policy defines it as "*bodily injury resulting from an external cause and occurring suddenly, unforeseeably and beyond the control of the insured*". AXA's insurance contract covers the risk from the moment the errand or delivery is accepted until 15 minutes after the end of the errand. This excludes travel time or waiting time of more than 15 minutes between two errands. The freedom of contract that is exercised here runs counter to the essential nature of the French notion of an accident at work, namely the presumption of imputability that prevails in social security law, and which allows an accident at work to be deemed to have occurred at the time and place of work, without regard *a priori* to the cause.

Deliveroo's insurance, for instance, covers riders[19] against injuries and third-party liability while they are online and for one hour after they have gone offline. In the event of childbirth, adoption or stillbirth of a child and of the occurrence of additional costs "an additional costs-dependent child benefit" – an indemnity of maximum € 1,000 – is granted under various conditions.[20]

The French legislator has also introduced a right of education and professional training. The platform must pay the worker's contribution. At his or her request, the worker can benefit from training measures for drivers. In this case, the platform will have to cover the costs of the support and pay the worker compensation.[21]

18 Art. L. 411-1 of the French Social Security Code.

19 The insured person and the substitute who has made at least 1 delivery for the master policyholder during the last 30 days are covered. See https://deliveroo.qover.com/en-fr (accessed on 1 September 2024).

20 The current contract with Deliveroo must have been in force for at least 41 weeks from the date of the event. The rider must also have completed at least 200 orders in the 6 months prior to the event date.

21 Art. L. 7342-3 of the French Labor Code.

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Despite these rules, social protection for platform workers remains weak. They are still not covered by unemployment insurance, as they are only rarely eligible for the self-employed workers' allowance.[22] The same applies to daily allowances in the event of temporary incapacity for work, which are conditional on an average annual income that presupposes a high turnover for a service-providing activity. It can also be deplored that this new legal framework is not an obligation but merely a possibility. In fact, the platform only has a financing obligation if the worker has voluntarily protected himself against the risk of a work-related accident. *A priori*, the obligation to fund workplace accident cover does therefore not rest with the platforms. In this sense, it cannot be asserted that workers have been recognized as having a right to be covered in this area. Finally, these rules do not form a system and rely on private insurance. This may pose a problem, as it leads to a process of marketization of social protection, which takes place in an area that is not constrained by rules of public order.[23]

The legal framework introduced by the French legislator goes along with a system of collective agreements also established by law.

IV. Social Protection and Collective Agreements for Platform Workers?

Given that there is a very extensive legal framework for collective representation in France, the question arose of setting up such mechanism for platform workers. Social dialogue in France is structured around the company and negotiations with workers from the same area. The legal framework is therefore detailed but most of it refers to employees. For the self-employed, the issue is more complex, since they have no one to negotiate with (the employer) and are not expected to work together but independently. The Court of Cassation ruled as follows: "*The purpose of any collective bargaining is to regulate general working conditions and relations between employers and employees; therefore, a national collective bargaining agreement does not apply to a self-employed person who does not employ any*

22 To be eligible for this allowance, the worker must be in receivership or compulsory liquidation, as simply selling their business is not enough.

23 *Del Sol, Marion,* La Protection sociale complémentaire des travailleurs de plateforme au risque du marché, Dr. Soc. (2021) 7, p. 589.

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employees."[24] In order to enable platform workers to organize and defend themselves collectively and to benefit from the advantages of collective agreements, the Law of 8 August 2016 introduced collective representation for these workers.[25] Art. L. 7342-6 of the French Labor Code states that self-employed workers who use one or more electronic contact platforms to carry out their professional activities "have the right to form and join a trade union organization and to represent their collective interests through it". According to Art. L. 7343-1 of the French Labor Code, the legal provisions governing the representation of platform workers in Chapter III, "Social Dialogue in the Sector", only concern the "activities of driving a chauffeur-driven transport vehicle" and the "activities of delivering goods by means of a two- or three-wheeled vehicle, whether motorized or not". The social dialogue between platforms and workers is regulated by the Employment Platforms Social Relations Authority[26] (ARPE in French). The ARPE was in charge of organizing the professional elections in this sector, which were held between 9 and 16 May 2022.[27] As a result, a right to negotiate and contractual obligations have been created.

Art. L. 7343-37 of the French Labor Code mentions several topics on which negotiations may be undertaken, in particular "complementary social protection benefits which fall within the scope of Art. L. 911-1 and L. 911-2 of the Social Security Code". As a reminder, these articles describe the implementation of collective guarantees for the employees. For the time being, collective agreements have been negotiated and signed in the VTC and goods delivery sectors. These collective agreements currently do not contain any provisions relating to collective complementary social protection guarantees which play an important role for employees.[28]

24 Labour Chamber of the Court of Cassation (Cass. Soc.), 21 March 2007, No. 05-13.341.

25 Law No. 2016-1088 of 8 August 2016 on Labor, the Modernization of Social Dialogue and the Securing of Professional Careers.

26 Art. L. 7345-1 of the French Labor Code.

27 The organization of the elections follows the same rules as for the employees. The ability of trade unions and employer's organizations to negotiate is defined in Art. L. 7343-29 of the French Labor Code.

28 In the VTC sector, six agreements were signed: 1 method agreement on the organization and means of social dialogue; 3 agreements on incomes, raising the minimum income per trip to € 9, and the introduction of a minimum income of € 30 per hour of activity and € 1 per kilometer travelled; 1 agreement giving drivers greater freedom of choice regarding routes for drivers; 1 agreement on the transparency and operation of central reservation and to provide a better framework for terms and conditions

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However, new elections were held from 22 to 30 May 2024: ARPE organized elections to designate representatives of self-employed platform workers. These digital ballots concern two business sectors: goods delivery on two or three wheels and VTCs. A total of 12,987 self-employed workers took part in the ballots. 10,200 (19.96%) in the VTC sector and 2,787 (3.90%) in the delivery sector. Self-employed workers could vote to designate their representatives from among the 19 candidate organizations (9 candidate organizations in the VTC sector and 10 organizations in the delivery sector) and it is not entirely excluded that negotiations will be held on these issues. In an Agreement to Combat All Forms of Discrimination concluded on 7 May 2024 it was agreed to "prevent, raise awareness for and combat all forms of discrimination on the platforms used to put people in touch with each other"[29] and, on the other hand, to "involve all users of the platforms and their representatives in this issue, whether they be independent delivery drivers, restaurateurs, retailers or recipients of deliveries, in order to work towards raising awareness and getting everyone involved"[30].

Although not directly granting social protection rights, the scope of the agreement also includes the following theme: the creation of a Discrimination Observatory. This Observatory will take the form of an annual meeting dedicated to examining situations of discrimination, with a specific item on the agenda of one of the meetings of the negotiating commission. When examining such situations, the members of the commission will draw on the results of an annual survey of delivery personnel carried out by the platforms, and will be able to adapt the actions taken at sector level if necessary.

On the preventive front, the platforms undertake to design and distribute to their users (independent delivery drivers, restaurant owners, retailers receiving deliveries) and to their employees in contact with them "a guide on the remarks, acts and behaviors that constitute discrimination and the

for breaking off commercial relations. In the delivery sector, four agreements were signed: 1 method agreement on the organization of social dialogue; 1 income agreement setting a minimum hourly guarantee; 1 agreement on deactivations aimed at providing a better framework for the termination of relations; 1 agreement to combat discrimination.

29 Agreed for an indefinite period, the text will take effect 3 months after publication in the Official Journal of the French Republic of the approval decision by the Employment Platforms Labor Relations Authority (ARPE in French), i.e. on 31 October 2024.

30 Agreement to Combat All Forms of Discrimination on Matchmaking Platforms.

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means of preventing or reacting to them"[31]. They will also communicate to them and their subcontractors the main commitments set out in the agreement, and the organizations representing delivery personnel will do the same for their members.

In addition, because "an effective approach to combating all forms of discrimination must include all platform users"[32], the signatories will draw up a charter of reciprocal commitments incorporating the principles of the agreement and adapting them for restaurants and retailers. Within a month of drawing up a draft charter, they will invite restaurant, retail and consumer representatives to a joint meeting to propose the charter.

To enable delivery drivers to report discrimination, the platforms will have to set up "an easily accessible alert system"[33] via the dedicated support section of their application. If it is established that a delivery driver is a victim of discrimination, the platform "will do its utmost to listen to the driver's concerns and take his or her report into account"[34]. If the driver so requests, the platform will direct him or her towards specialized players (associations, etc.) likely to be able to provide psychological support and/or assistance with the process.

V. The Status of Platform Workers Still under Debate

Several proposals have been made in France concerning the status of platform workers without any of them being convincing.

An initial bill dated 11 September 2019, relating to the status of platform workers, proposed to create an ad hoc status for these workers corresponding to an "autonomous employee" status. From a social protection point of view, this new status provided for compulsory affiliation of platform workers to the general social security scheme. It also extended to these workers the benefit of unemployment insurance allowance, with an adaptation of the unemployment insurance rules referring to an agreement between representative employers' and workers' organizations within the framework of the objectives set by the proposal. In addition, it proposed to deepen the social responsibility of platforms towards self-employed platform workers.

31 Ibid.
32 Agreement to Combat All Forms of Discrimination on Matchmaking Platforms, p. 7.
33 Agreement to Combat All Forms of Discrimination on Matchmaking Platforms, p. 5.
34 Ibid.

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It was thus proposed to leave workers the choice of whether or not to adhere to the collective contract proposed by the platform and required the latter, in case the worker individually subscribed to another insurance, to pay his or her contributions.[35] This bill was rejected by the Senate on 4 June 2020.

Another proposal was put forward in a report led by Jean-Yves Frouin and submitted to the French Prime Minister on 1 December 2020.[36] This concerned the creation of a third-party status, in other words, a status between the self-employed's status and the employee's status. According to the author of the report, this status would have been "intended to apply to workers, not because of the particular nature of their activity or profession, but because of their state of economic dependence, and consequently with regard to objective elements characterized essentially (or mainly) by their situation of economic dependence". However, the question of social protection has not been addressed through this third-party status. Apart from these two proposals, which do not specifically concern the social protection of platform workers, little has changed. These debates, and consequently the study of similar proposals, may well be back on the agenda of the French legislature, following the directive of the European Parliament and of the Council on the improvement of working conditions for platform workers.

VI. Conclusion: Towards a Compulsory Levy of Contributions by Digital Platforms?

The Social Security Financing Bill for 2024[37] was published on Wednesday 27 September 2023. Several measures are foreseen concerning platform in

35 Report Made on Behalf of the Social Affairs Committee on the Proposed Law on the Status of Workers on Digital Platforms, by Ms. Cathy Aporceau-Poly, Senator.

36 *Frouin, Jean-Yves*, Regulating Digital Work Platforms, Report to the Prime Minister, 1 December 2020.

37 A Social Security Finance Bill (PLFSS, for "Projet de Loi de Financement de la Sécurité sociale") is a piece of draft legislation introduced annually in France to set the budgetary provisions for the national Social Security system, i.e. it determines the general conditions for balancing the annual finances, and sets expenditure targets for the following year. Once the bill has been adopted by majority vote in the French Parliament, it passes into law as the Social Security Finance Act (LFSS, for "Loi de Financement de la Sécurité sociale") and is published in the Official Journal in December of each year.

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situ workers. By 2027, the social contributions of micro-entrepreneurs are to be deducted directly by platforms, without changing the employment relationship with them.[38]

The withholding obligation would also apply to platform users who have chosen, when this option is open, to be affiliated with the general scheme (short-term furnished rental operators and movable property rental operators). Implementation of this measure could be brought forward to 2026 for a limited number of operators.[39]

This would apply to platforms covered by Art. 242 of the General Tax Code. Only transactions for which the platform plays a financial intermediation role would fall within the scope of the obligation, with the platform only being able to offset contributions against remuneration if the remuneration passes through the platform. All self-employed workers covered by the micro-social regime, whether craftsmen, shopkeepers or self-employed professionals covered by the CIPAV (the social security subsidiary basic system for the self-employed), would thus fall within the scope of these new obligations, provided they generate part of their sales via a digital platform. This would not apply to self-employed workers who have opted for a sole proprietorship and pay contributions based on their actual income, nor to those operating as a company (SARL, SASU), nor to those carrying out an activity considered as non-professional in sectors where a financial threshold determines the obligation to join the social security scheme (rental of short- or long-term furnished accommodation, short-term classified tourism and bed and breakfast, and property rental). Social security contributions and levies would be deducted directly from sales or revenues, as well as taxes and the payment in full discharge of income tax, where micro-entrepreneurs have opted for the latter. This deduction would be equivalent to payment of these social security contributions, taxes and levies by the contributor concerned.

However, these provisions would not apply to the corporate property tax (*cotisation foncière des entreprises* - CFE) and VAT.

Social security contributions and taxes deducted in advance would be collected under the conditions and subject to the guarantees, securities and penalties applicable to contributions deducted in advance from employees' remuneration. Failure by a platform operator to comply with the withholding obligation would result in the application of a penalty of a maximum

38 LFSS 2024, Art. 6, I, 2.
39 LFSS 2024, Art. 6, II, B.

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amount equal to 5% of the sales or revenue on which the obligation was breached. A decree would determine the procedure for imposing this penalty.

Elections were held in France in June 2024: it is still uncertain that these measures will be applied as such under a new government.

Meanwhile, some French judges continue to classify the relationship between drivers, deliverymen and the platforms as employment relations with all the social security and complementary compulsory social protection rights attached to this status.[40] In a series of rulings concerning the Uber platform, the Paris Court of Appeal adopts a resolutely liberal approach, justifying the status of self-employed workers via the platform's business model and the terms and conditions of the services that drivers accept by choosing to operate within this framework.[41] In his comment, Grégoire Loiseau states that "going against the approach of the Cour de Cassation's social chamber, which favors recognition of a subordinate relationship, the Paris Court of Appeal further fractures a body of law that has become unreadable and even unintelligible"[42]. The Cour de Cassation shows its determination to regain the upper hand by censuring a decision that had rejected the request to requalify as an employment contract the service provision contract of a delivery driver who had worked for the TokTokTok platform.[43]

40 *Gomes*, *Barbara*, The French Platform Workers: A Thwarted Path to the Third Status, Italian Labour Law e-Journal 15 (2022) 1, p. 143.

41 Court of Appeal Paris, 11 May 2023, n.° 22/08225, O. K. c/ sté Uber France et al.

42 *Loiseau, Grégoire,* Statut juridique des travailleurs des plateformes - Travailleurs de plateforme: la division s'installe, Communication – Commerce électronique n.° 7-8 of 1 July 2023.

43 Labour Chamber of the Court of Cassation (Cass. Soc.), 27 Sept 2023, n.° 20-22.465, 2023; *Loiseau, Grégoire*, Travailleurs des plateformes numériques – Le droit déboussolé des travailleurs de plateforme, La Semaine Juridique – Social, n.° 41, July 2023, p. 23.

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