

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

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**BIGU HAIDER, VIJAY SHANTI, INDERJEET PARMAR,  
DIOGENES CARRASCO, TIMOTHY CAVARETTA,  
CHERNO JALLOW, and, Individually, on Behalf of All  
Others Similarly Situated, and as Class Representatives,**

**Plaintiffs,**

**16 Civ 4098 (AKH)**

**-against-**

**SECOND AMENDED**

**COMPLAINT**

**UBER TECHNOLOGIES, INC., UBER LOGISTIK, LLC,  
UBER USA LLC, ACHT-NY, LLC, ACHTZEHN-NY, LLC,  
GARRET CAMP, ANDREW CHAPIN, DANACH-NY, LLC,  
DREIST-NY, LLC, DREIZEHN-NY, LLC, DRINNEN-NY,  
LLC, EINS-NY, LLC, ELF-NY, LLC, EINUNDZWANZIG-  
NY, LLC, FUNF-NY, LLC, FUNFZEHN-NY LLC, GRUN,  
LLC, J. WILLIAM GURLEY, HINTER, LLC, TRAVIS  
KALANICK, JOSH MOHRER, NEUN-NY, LLC,  
NEUNZEHN-NY, LLC, SCHMECKEN, LLC, SECHS-NY,  
LLC, SIEBEN-NY, LLC, SIEBZEHN-NY, LLC, UNTER,  
LLC, VIER-NY, LLC, VIERZEHN-NY, LLC, WEITER,  
LLC, ZEHN-NY, ZWANZIG-NY LLC, ZWEI-NY, LLC,  
ZWOLF-NY, LLC, jointly and severally,**

**JURY TRIAL  
DEMANDED**

**Defendants.**

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Plaintiffs Bigu Haider, Vijay Shanti, Inderjeet Parmar, Diogenes Carrasco, Timothy Cavaretta, and Chernob Jallow, (“individual plaintiffs”), individually, and on behalf of all others similarly situated (“Plaintiffs”) and as class representatives, by and through counsel, Mirer, Mazzocchi, Schalet Julien & Chickedantz PLLC, hereby allege as follows:

**NATURE OF THE CASE**

1. This is a class and collective action brought against Defendants Uber and its New York subsidiaries, officers and owners by Plaintiffs, Uber drivers, on behalf of themselves and all other similarly situated persons complaining of violations of the Fair Labor Standards Act as well as all pendant New York Labor Law claims. Additionally, Plaintiffs assert promissory estoppel claims for a smaller class of drivers, all of whom are who are also members of the class and collective action. Alternatively Plaintiffs assert pendant breach of contract claims on a class basis.

2. Specifically this lawsuit seeks to recover unpaid minimum wages, unpaid overtime, reimbursement for unlawful deductions, tools of the trade expenses, kickbacks, uncompensated on-app time including hours shorted by Uber's false records of time on the app. Plaintiffs and all others similarly situated (hereafter "Plaintiffs," inclusive of similarly situated individuals) further seek statutory penalties for notice-and-recordkeeping violations. These named Plaintiffs are employees and former employees of Uber who drive black cars and limousines as part of Uber's New York City fleet who have been unlawfully misclassified as independent contractors.

3. Uber is a key player in what some call the "gig" or "on-demand" economy. This "gig" or "on demand" economy cannot be viewed uncritically, for behind every customer seeking a fast ride is a worker, often working 60-80 hour weeks, who is unlawfully denied the basic rights of employees.

4. While investors and owners cheer their low overhead, the very people necessary to make the "gig" economy go forward have been unlawfully misclassified as independent contractors and put into the precarious position of being denied the benefit of worker protection and wage and hour laws.

5. Indeed in describing Uber's business plan Defendant Kalanick told Vanity Fair in 2014, "We want to get to the point that using Uber is cheaper than owning a car."<sup>1</sup> However Uber has been able to set prices for chauffeured service lower than the costs of owning a car precisely by unlawfully shifting such costs to the drivers, whom it calls independent contractors to insulate itself from the costs of running its transportation business.

6. From car insurance to maintenance and gas, as misclassified independent contractors Uber drivers must provide not only the labor but also the tools to make Uber's business run at little or no cost to Uber.

7. This amounts to a massive subsidy from drivers to Uber gained through Uber's unlawful manipulation of the wage and hour laws.

8. That is, Uber initiated a race to the bottom that grows Uber's business while often paying drivers, whom it perhaps ironically calls "Partners," subminimum wages.

9. Dubbing itself a "technology company," Uber has unlawfully sought to flip the independent contractor model on its head, saddling drivers with Uber's business expenses, while exercising strict control over drivers, monitoring their movements, setting their fares, determining what they may or may not say to customers and generally subjecting them to terms and conditions that are consistent with an employer-employee relationship.

10. Further, far from drivers each owning their own business, drivers are at Uber's service and have even been used as pawns in Uber's price wars with Uber's competitors to drivers' detriment and Uber's benefit, wherein the companies battle for "supply," meaning

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<sup>1</sup> <http://www.vanityfair.com/news/2014/12/uber-travis-kalanick-controversy>

drivers, through a series of covert programs called variously God View, Heaven View, and Hell View.<sup>2</sup>

11. Uber made its first inroads into the New York market in or about May 2011. From that time to the present, Uber has recruited heavily and expanded exponentially with promises that drivers would be able to earn a decent wage. However, Uber, through its practices and broken promises, severely harmed the thousands of drivers they recruited and have contributed greatly to a “race to the bottom” causing broader income inequality, where Uber drivers, Taxi drivers, and others working in the private For-Hire Vehicle (“FHV”) industry can barely survive.

12. Uber drivers must strictly follow a litany of very specific company-imposed regulations that govern how, when, where and who gets to work, yet Uber enjoys the benefits of misclassifying its drivers as “independent contractors.”

13. Uber’s rules and regulations for its drivers govern almost every facet of the job, and strivers have little chance to deviate from Uber’s proscribed means and methods of doing business without suffering consequences.

14. These drivers must adhere closely to Uber’s parameters in order to be eligible to drive in the first place. Uber pushes potential drivers to purchase or lease specific types of vehicles, including expensive luxury vehicles, saddling the drivers with debt and costs.

15. To avoid termination, all Uber drivers must maintain these vehicles and achieve a certain star rating in a system devised and monitored closely by Uber.

16. From fares and fees, to what to wear and what route to take, in addition to subjecting its employees to constant monitoring by GPS, Uber directs and sets the terms and conditions of the drivers’ work. Although Uber’s rules are often described as “suggestions,”

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<sup>2</sup> See <http://www.vanityfair.com/news/2017/04/uber-used-a-secret-program-called-hell-to-track-rival-drivers>

drivers understand clearly that failure to follow them will result in temporary or permanent termination of their employment with Uber.

17. After working for Uber continuously for years, laboring for twelve-hour-plus shifts, for six or seven days a week, these workers simply cannot be considered independent contractors performing a “gig.”

18. At the same time, Uber’s control of drivers establishes that they are employees like any others entitled to minimum wage and overtime for all hours worked—that is, for all hours logged on to the Uber app.

19. Plaintiffs have dutifully gone to work, spending long hours in their cars waiting to be dispatched, driving to pick up customers and taking customers from pick up to their destination, all the while building Uber’s multibillion dollar transportation business.

20. Nonetheless Uber has failed to pay Plaintiffs minimum wage and overtime for all hours worked.

21. Instead they have unlawfully paid drivers *by the ride* based on a base charge plus distance plus time formula, at a rate chosen solely at Uber’s discretion.

22. From this per-ride fare Uber deducts its service fee, which ranges from 20-28% of the fare regardless of whether Plaintiff has earned minimum wage or overtime in the period.

23. That is Uber has unlawfully deducted its service fee from drivers pay before ensuring its minimum wage and overtime obligations are met, as well as deducting sales taxes which should be paid from Defendants portion of the fare, thus taking a kickback from Plaintiffs wages.

24. Further Uber has unlawfully failed to reimburse drivers for tools of the trade and other expenses incurred by Plaintiffs related to the operation of Uber's business, such as gas and vehicular expenses.

25. While cheating drivers in this way, Uber is well aware of its obligations under the wage and hour laws to pay workers for all time spent in the employers service.

26. Uber is acutely aware of the hours each driver spends on the app and provides a tally of such hours to drivers weekly.

27. Defendants' knowledge of its obligations further establishes the willfulness of Uber's actions.

28. Plaintiffs brings this action on behalf of themselves and similarly situated current and former employees who elect to opt-in to this action pursuant to 29 U.S.C. §§201 *et seq.* of the FLSA, and specifically, the collective action provision of 29 U.S.C. §216(b), to remedy violations of the wage-and-hour provisions of the FLSA.

29. Plaintiffs also bring this action on behalf of themselves and similarly situated current and former employees pursuant to Rule 23 of the Federal Rules of Civil Procedure (Fed. R. Civ. P.) to remedy violations of Article 6, §§190 *et seq.*, and Article 19 §§650 *et seq.* of the NYLL and the supporting New York State Department of Labor regulations.

30. Further Plaintiffs allege in the alternative that, even in the absence of a finding that drivers have employee status that Defendants have violated the terms of the contract with the driver and have made actionable fraudulent promises to Plaintiffs.

31. Uber's contract and fraud violations amount to nothing less than outright theft.

32. These contract violations consist of unlawfully shifting expenses to drivers by deducting taxes and other fees from drivers share in violation of the contract.

33. They also consist of keeping a double set of books in a scheme called “Upfront Pricing” introduced in Fall 2016, during which time Uber charged different fares to customers than what was reported to the driver. This surreptitious use of double definitions of the “Fare” a defined term under the contract has resulted in Uber charging customers marked up fares to passengers, while paying drivers a fee based on the normal base, time and distance formula, which is often lower than the fare charged to the customer. Uber then pockets the difference, excluding the driver entirely from receiving a share of any surplus between the upfront fare and the driver fare, and increases the amount of the already unlawful tax deductions, which are based on the consumer price. This is expressly forbidden by the contract.

34. Finally Plaintiffs also bring common law claims against Uber related to Uber’s inducement to drivers to obtain particular cars on the basis that with such cars drivers will be eligible for higher classes of fares. When Uber unilaterally changed the criteria for such classes of service, drivers were left with leases they cannot afford.

35. This fraud has echoes with the recent \$20 million Federal Trade Commission settled with Uber reached in January 2017 in which the Commission alleged (3:17-cv-00261 Northern District of California) that in its efforts to attract prospective drivers, Uber exaggerated the yearly and hourly income drivers could make.

## **PARTIES**

### **Plaintiffs**

#### **Plaintiff Bigu Haider**

36. Plaintiff Bigu Haider (“Haider”) is a resident of Flushing, Queens County, New York who has been actively working as a Taxi and/or Black Car Driver since in or about 1989.

37. At all times relevant Haider was an employee of Defendants, misclassified as an independent contractor.

38. Haider has been employed by Uber from in or about March 2013 to the present.

39. Haider has formally opted out of the arbitration provision of Defendant Uber's contract.

**Plaintiff Vijay Shanti**

40. Plaintiff Vijay Shanti ("Shanti") is a resident of Springfield Gardens, Queens County, New York who has been a Black Car Driver since 1993.

41. At all times relevant Shanti was an employee of Defendants', misclassified as an independent contractor.

42. Plaintiff Shanti has been employed by Uber as a Driver from in or around October 2013 to the present.

43. Plaintiff Shanti has formally opted out of the arbitration provision of Uber's contract.

**Plaintiff Inderjeet Parmar**

44. Plaintiff Inderjeet Parmar ("Parmar") is a resident of New Hyde Park, Nassau County, New York.

45. At all times relevant Parmar was an employee of Defendants', misclassified as an independent contractor.

46. Parmar has been employed as a Driver by Uber from in or about October 2013 to the present.

47. Parmar has formally opted out of the arbitration provision of Uber's contract.

**Plaintiff Diogenes Carrasco**



48. Plaintiff Diogenes Carrasco (“Carrasco”) is a resident of the Bronx, Bronx County, New York who had worked as a Yellow Taxi Driver for thirteen years prior to joining Uber.

49. At all times relevant Carrasco was an employee of Defendants’, misclassified as an independent contractor.

50. Mr. Carrasco was employed by Uber as a Driver from in or about March of 2014 to October 2016 and drove a vehicle affiliated with Defendant FHV base Hinter, LLC.

51. Carrasco has formally opted out of the arbitration provision of Uber’s contract.

**Plaintiff Timothy Cavaretta**

52. Plaintiff Timothy Cavaretta (“Cavaretta”) is a resident of Woodside, Queens County, New York.

53. At all times relevant Cavaretta was an employee of Defendants’, misclassified as an independent contractor.

54. Cavaretta was employed as an UberX Driver from in or about October 2014 to February 2016.

55. Cavaretta has formally opted out of the arbitration provision of Uber’s contract.

**Plaintiff Cherno Jallow**

56. Plaintiff Cherno Jallow (“Jallow”) is a resident of Brooklyn, Kings County, New York.

57. At all times relevant Jallow was an employee of Defendants’, misclassified as an independent contractor.

58. Jallow has been employed by Uber from in or about July 2014 to the present and drives a vehicle affiliated with the Defendant FHV base, Danach, LLC.

59. Jallow has formally opted out of the arbitration provision of Uber's contract.

## **Defendants**

### **Uber Technologies, Inc.**

60. Uber Technologies, Inc. ("Uber Technologies") is a Delaware corporation.

61. Uber Technologies maintains its headquarters at 1455 Market Street, 4th Floor, San Francisco, CA 94103.

62. Uber Technologies operates twenty-eight (28) wholly owned subsidiaries in New York, each of which has held or currently holds a TLC license to operate a For-Hire Vehicle (FHV) Base.

63. From December 31, 2011 to on or about November 9, 2014, Uber Technologies was a party to the contracts pursuant to which drivers received dispatches from the Uber "app."

64. Upon information and belief, Uber Technologies is the sole owner of Uber USA and Uber Logistik.

### **Uber Logistik, LLC**

65. Uber Logistik is a limited liability company organized under the laws of the state of Delaware on May 6, 2014.

66. On or about November 10, 2014 to on or about April 2, 2015, Uber Logistik was a party to the contracts pursuant to which drivers received dispatches from the Uber "app."

### **Uber USA, LLC**

67. Uber USA, LLC ("Uber USA") is a Delaware limited liability company, solely owned by Uber Technologies.

68. Uber USA states in its filings with the TLC that it is the “general member” of Uber’s twenty-two (22) for hire vehicle bases.

69. From on or about April 3, 2015 to the present, Uber USA has been a party to the contracts pursuant to which drivers received dispatches from the Uber “app.”

**The Uber For Hire Vehicle (“FHV”) Bases**

70. The Uber parents operate 28 wholly owned subsidiaries in New York, each of which has held or currently holds a TLC license to operate an FHV Base.

71. All of the Defendant FHV bases listed below manage the Uber workforce as they are responsible for providing the dispatches to each of the plaintiffs.

72. Each and every Uber FHV base has held or currently holds a Certificate of Authority, issued by the New York State Department of Taxation and Finance for the collection of state taxes.

73. The Uber FHV base subsidiaries are responsible under the N.Y. Tax Law for collection and payment of the 8.875% sales tax on black car rides.

74. Similarly, under the New York Executive Law, each FHV base is responsible for collecting and remitting a 2.44% surcharge on rides to the Black Car Fund (“BCF”), an injured workers fund for Black Car Drivers.

75. Upon information and belief, the Uber FHV bases deducted sales tax and Black Car Fund monies from driver earnings to remit to the state and the BCF, respectively.

**Unter, LLC (B02512)**

76. Defendant Unter LLC (“Unter” or “Unter base”) is a domestic limited liability company organized under the laws of the State of New York by Uber Technologies, its sole member, and, accordingly, Unter is a wholly owned subsidiary of Uber Technologies.

77. Unter was Uber’s first FHV base in New York, operating under FHV base license #B02512 since December 31, 2011.<sup>3</sup>

78. At various times, Unter was also the payor of drivers’ wages, listed on direct deposit statements received by drivers.

79. Unter maintains an office at 27-55 Jackson Ave, Long Island City, NY 11101, which it shares with other Uber FHV Bases (hereafter “the Jackson Avenue Uber Offices”).

**Hinter, LLC (B02598)**

80. Defendant Hinter LLC (“Hinter”) is a domestic limited liability company organized under the laws of the State of New York by Uber Technologies, its sole member, and, accordingly, Hinter is a wholly owned subsidiary of Uber Technologies.

81. Hinter operates a FHV base pursuant to license #B02598, issued between November 2012 and February 26, 2013, out of the Jackson Avenue Uber Offices.

**Weiter, LLC (B02617)**

82. Defendant Weiter LLC (“Weiter”) is a domestic limited liability company organized under the laws of the State of New York by Uber Technologies, its sole member, and, accordingly, Weiter is a wholly owned subsidiary of Uber Technologies.

83. Weiter operates a FHV base pursuant to license # B02617, issued on or about February 26, 2013, out of the Jackson Avenue Uber Offices.

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<sup>3</sup> FHV bases are listed herein in order of license number.

**Schmecken, LLC (B02682)**

84. Defendant Schmecken LLC (“Schmecken”) is a foreign limited liability company organized under the laws of the State of Delaware by Uber Technologies employee Josh Mohrer, its “sole member.”

85. Upon information and belief, Schmecken is a wholly owned subsidiary of Uber Technologies.

86. Schmecken operates a FHV base pursuant to license # B02682, issued on or about August 29, 2013 out of the Jackson Avenue Uber Offices.

**Danach-NY, LLC (B02764)**

87. Defendant Danach-NY LLC (“Danach-NY”) is a foreign limited liability company organized under the laws of the State of Delaware by Uber Technologies employee Josh Mohrer, its sole member.

88. Upon information and belief, Danach-NY is a wholly owned subsidiary of Uber Technologies.

89. Danach-NY operates a FHV base pursuant to license # B02764, issued on or about June 13, 2014 out of the Jackson Avenue Uber Offices.

**Grun, LLC (B02765)**

90. Defendant Grun LLC (“Grun”) is a foreign limited liability company organized under the laws of the State of Delaware by Uber Technologies employee Josh Mohrer, its sole member.

91. Upon information and belief, Grun is a wholly owned subsidiary of Uber Technologies.

92. Grun operates a FHV base pursuant to license # B02765, issued for on May 24, 2014, out of the Jackson Avenue Uber Offices.

**Dreist-NY, LLC (B02835)**

93. Defendant Dreist-NY LLC (“Dreist-NY”) is a foreign limited liability company organized under the laws of the State of Delaware by Uber USA, its sole member, and, accordingly, Dreist-NY is a wholly owned subsidiary of Uber Technologies.

94. Dreist-NY operates a FHV base pursuant to license # B02835, issued on or about May 7, 2015, out of the Jackson Avenue Uber Offices.

**Drinnen-NY, LLC (B02836)**

95. Defendant Drinnen-NY LLC (“Drinnen-NY”) is a foreign limited liability company organized under the laws of the State of Delaware by Uber USA, its sole member, and, accordingly, Drinnen-NY is a wholly owned subsidiary of Uber Technologies.

96. Drinnen-NY operates a FHV base pursuant to license # B02836, issued on or about May 8, 2015, out of the Jackson Avenue Uber Offices.

**Sieben-NY, LLC (B02864)**

97. Defendant Sieben-NY LLC (“Sieben-NY”) is a foreign limited liability company organized under the laws of the State of Delaware by Uber USA, its sole member, and, accordingly, Sieben-NY is a wholly owned subsidiary of Uber Technologies.

98. Sieben-NY operates a FHV base pursuant to license # B02864, issued in or about mid-2015, out of its offices at 628 W. 28th St, NY, NY 10001 (hereafter the “West 28th Uber Offices.”)

**Vier-NY, LLC (B02865)**

99. Defendant Vier-NY LLC (“Vier-NY”) is a foreign limited liability company organized under the laws of the State of Delaware by Uber USA, its sole member, and, accordingly, Vier-NY is a wholly owned subsidiary of Uber Technologies or USA.

100. Vier-NY operates a FHV base pursuant to license # B02865, issued on or about July 27, 2015, out of the West 28th Uber Offices.

**Zwei-NY, LLC (B02866)**

101. Defendant Zwei-NY LLC (“Zwei-NY”) is a foreign limited liability company organized under the laws of the State of Delaware by Uber USA, its sole member, and, accordingly, Zwei-NY is a wholly owned subsidiary of Uber Technologies.

102. Zwei-NY operates a FHV base pursuant to license # B02866, issued on or about August 27, 2015, out of the West 28th Uber Offices.

**Funf-NY, LLC (B02867)**

103. Defendant Funf-NY LLC (“Funf-NY”) is a foreign limited liability company organized under the laws of the State of Delaware by Uber USA, its sole member, and, accordingly, Funf-NY is a wholly owned subsidiary of Uber Technologies.

104. Funf-NY operates a FHV base pursuant to license # B02867, issued on or about July 27, 2015, out the West 28th Uber Offices.

**Zehn-NY, LLC (B02869)**

105. Defendant Zehn-NY LLC (“Zehn-NY”) is a foreign limited liability company organized under the laws of the State of Delaware by Uber USA, its sole member, and, accordingly, Zehn-NY is a wholly owned subsidiary of Uber Technologies.

106. Zehn-NY operates a FHV base pursuant to license # B02869, issued on or about August 12, 2015, out of the West 28th Uber Offices.

**Neun-NY, LLC (B02870)**

107. Defendant Neun-NY LLC (“Neun-NY”) is a foreign limited liability company organized under the laws of the State of Delaware by Uber USA, its sole member, and, accordingly, Neun-NY is a wholly owned subsidiary of Uber Technologies.

108. Neun-NY operates a FHV base pursuant to license # B02870, issued on or about August 24, 2015, out of the West 28th Uber Offices.

**Acht-NY, LLC (B02871)**

109. Defendant Acht-NY LLC (“Neun-NY”) is a foreign limited liability company organized under the laws of the State of Delaware.

110. Upon information and belief, Uber USA is its sole member, and, accordingly, Acht-NY is a wholly owned subsidiary of Uber Technologies.

111. Acht-NY operates a FHV base pursuant to license # B02871, out of the West 28th Uber Offices.

**Eins-NY, LLC (B02872)**

112. Defendant Eins-NY LLC (“Eins-NY”) is a foreign limited liability company organized under the laws of the State of Delaware by Uber USA, its sole member, and, accordingly, Eins-NY is a wholly owned subsidiary of Uber Technologies.

113. Eins-NY operates a FHV base pursuant to license # B02872, issued on or about mid-2015, out of the West 28th Uber Offices.

**Sechs-NY, LLC (B02875)**



114. Defendant Sechs-NY LLC (“Sechs–NY”) is a foreign limited liability company organized under the laws of the State of Delaware by Uber USA, its sole member, and, accordingly, Sechs-NY is a wholly owned subsidiary of Uber Technologies.

115. Sechs-NY operates a FHV base pursuant to license # B02875, issued on or about August 20 2015, out the West 28th Uber Offices.

**Vierzehn-NY, LLC (B02876)**

116. Defendant Vierzehn-NY LLC (“Vierzehn-NY”) is a foreign limited liability company organized under the laws of the State of Delaware by Uber USA, its sole member, and, accordingly, Vierzehn-NY is a wholly owned subsidiary of Uber Technologies.

117. Sechs-NY operates a FHV base pursuant to license # B02876, issued on or about September 25, 2015, out of the West 28th Uber Offices.

**Zwolf-NY, LLC (B02877)**

118. Defendant Zwolf-NY LLC (“Zwolf –NY”) is a foreign limited liability company organized under the laws of the State of Delaware by Uber USA, its sole member, and, accordingly, Zwolf-NY is a wholly owned subsidiary of Uber Technologies.

119. Zwolf-NY operates a FHV base pursuant to license # B02877, issued on or about September 11, 2015, out the West 28th Uber Offices.

**Elf-NY, LLC (B02878)**

120. Defendant Elf-NY LLC (“Elf-NY”) is a foreign limited liability company organized under the laws of the State of Delaware by Uber USA, its sole member, and, accordingly, Elf-NY is a wholly owned subsidiary of Uber Technologies.

121. Elf-NY operates a FHV base pursuant to license # B02878, issued on or about August 18, 2015, out of the West 28th Uber Offices.

**Funfzehn-NY LLC (B02879)**

122. Defendant Funfzehn-NY LLC (“Funfzehn-NY”) is a foreign limited liability company organized under the laws of the State of Delaware by Uber USA, its sole member, and, accordingly, Funfzehn-NY is a wholly owned subsidiary of Uber Technologies.

123. Funfzehn-NY operates a FHV base pursuant to license # B02879, issued on or about September 22, 2015, out of the West 28th Uber Offices.

**Neunzehn-NY, LLC (B02880)**

124. Defendant Neunzehn-NY LLC (“Neunzehn-NY”) is a foreign limited liability company organized under the laws of the State of Delaware by Uber USA, its sole member, and, accordingly, Neunzehn -NY is a wholly owned subsidiary of Uber Technologies.

125. Neunzehn -NY operates a FHV base pursuant to license # B02880, out of the West 28th Uber Offices.

**Zwanzig-NY, LLC (B02882)**

126. Defendant Zwanzig-NY LLC (“Zwanzig-NY”) is a foreign limited liability company organized under the laws of the State of Delaware by Uber USA, its sole member, and, accordingly, Zwanzig -NY is a wholly owned subsidiary of Uber Technologies.

127. Zwanzig-NY operates a FHV base pursuant to license # B02882, issued on or about October 13, 2015, out of the West 28th Uber Offices.

**Sechzehn-NY, LLC (B02883)**

128. Defendant Sechzehn-NY LLC (“Sechzehn-NY”) is a foreign limited liability company organized under the laws of the State of Delaware by Uber USA, its sole member, and, accordingly, Sechzehn-NY is a wholly owned subsidiary of Uber Technologies.

129. Sechzehn -NY operates a FHV base pursuant to license # B02883, issued on or about September 22, 2015, out of the West 28th Uber Offices.

**Dreizehn-NY, LLC (BO2884)**

130. Defendant Dreizehn-NY LLC (“Dreizehn-NY”) is a foreign limited liability company organized under the laws of the State of Delaware by Uber USA, its sole member, and, accordingly, Dreizehn-NY is a wholly owned subsidiary of Uber Technologies.

131. Dreizehn-NY operates a FHV base pursuant to license # B02884, issued on or about September 18, 2015, out of the West 28th Uber Offices.

**Einundzwanzig-NY, LLC (BO2887)**

132. Defendant Einundzwanzig-NY LLC (“Einundzwanzig-NY”) is a foreign limited liability company organized under the laws of the State of Delaware by Uber USA, its sole member, and, accordingly, Einundzwanzig-NY is a wholly owned subsidiary of Uber Technologies.

133. Einundzwanzig-NY operates a FHV base pursuant to license # B02887, issued on or about September 4, 2015, out of the West 28th Uber Offices.

**Siebzehn-NY, LLC (BO2888)**

134. Defendant Siebzehn-NY LLC (“Siebzehn-NY”) is a foreign limited liability company organized under the laws of the State of Delaware by Uber USA, its sole member, and, accordingly, Siebzehn-NY is a wholly owned subsidiary of Uber Technologies.

135. Siebzehn-NY operates a FHV base pursuant to license # B02888, issued on or about September 24, 2015, out of the West 28th Uber Offices.

**Achtzehn-NY, LLC (B02889)**

136. Defendant Achtzehn-NY LLC (“Achtzehn-NY”) is a foreign limited liability company organized under the laws of the State of Delaware by Uber USA, its sole member, and, accordingly, Achtzehn-NY is a wholly owned subsidiary of Uber Technologies.

137. Achtzehn-NY operates a FHV base pursuant to license # B02889, issued on or about October 28, 2015, out of the West 28th Uber Offices.

**Garret Camp**

138. Defendant Garret Camp (“Camp”) is an individual resident of the State of California.

139. Defendant Camp is the cofounder and CEO of Uber Technologies, Inc. and is, the chief architect of the New York operation and strategy, including the creation of the separate Defendant Uber FHV bases.

140. Defendant Camp is a shareholder and Director of Unter and is personally liable for liabilities arising from the operation of Unter.

141. Upon information and belief, Defendant Camp was involved in decisions related to and had the authority and power to impact the rate and methods of pay and had personal responsibility for making decisions about the conduct of the Defendants’ business that contributed to violations of the FLSA and NYLL.

142. Upon information and belief, Defendant Camp was involved in drafting or approving materials for the Uber websites for Uber drivers and for potential Uber drivers that discuss how much drivers earn and other terms and conditions of employment.

143. Defendant Camp is responsible for the pay practices and employment policies of Uber nationwide.

144. Defendant Camp had personal responsibility for making decisions about the conduct of the Defendants' business that contributed to violations of the FLSA and NYLL.

145. All allegations regarding Camp that are based on information and belief are based on information obtained through Freedom of Information Law Requests.

**J. William Gurley**

146. Defendant J. William Gurley ("Gurley") is an individual resident of the State of California.

147. Defendant Gurley is a General Partner of Benchmark Capital Partners VIII, L.P. ("Benchmark Capital").

148. Gurley is a unitholder or shareholder of Unter.

149. Defendant Gurley is a Manager/Director of Unter and a Director of Uber Technologies, Inc. is personally liable for liabilities arising from the operation of Unter, whether incurred by Unter or Uber Technologies.

150. Upon information and belief, Defendant Gurley was involved in decisions related to and had the authority and power to impact the rate and methods of pay, schedules and other terms and conditions of employment and had personal responsibility for making decisions about the conduct of the Defendants' business that contributed to violations of the FLSA and NYLL.

151. Upon information and belief, Defendant Gurley involved in drafting or approving materials for the Uber websites for Uber drivers and for potential Uber drivers that discuss how much drivers earn and other terms and conditions of employment.

152. Defendant Gurley is responsible for the pay practices and employment policies of Uber nationwide.

153. Defendant Gurley had personal responsibility for making decisions about the conduct of the Defendants' business that contributed to violations of the FLSA and NYLL.

154. All allegations regarding Gurley that are based on information and belief are based on information obtained through Freedom of Information Law Requests.

**Travis Kalanick**

155. Defendant Travis Kalanick ("Defendant Kalanick") is a resident of the state of California.

156. Defendant Kalanick is the cofounder and CEO of Uber Technologies and is a chief architect of the New York operations and strategy, including the strategy of setting up the FHV bases as wholly owned subsidiary entities.

157. Kalanick was the CEO and Manager of Defendant FHV base Unter, LLC.

158. Defendant Kalanick substantially controls Uber's operations and business in New York, personally oversees the hiring or appointment of key personnel for Uber's operations and business in New York and/or the Uber bases.

159. All Uber policies and Driver contracts are made with Kalanick's express authority, approval and review.

160. Defendant Kalanick was or is personally involved in the day-to-day operation, management and business strategy of the Defendant Uber bases and enterprise in New York with the power to set Driver fares, Uber fees, and all policies and terms and conditions of drivers' employment.

161. Defendant Kalanick has the power and authority, and did in fact exercise such power and authority, to control or supervise the work schedules of Uber drivers, the rate and method of payment and other terms and conditions of employment.

162. Defendant Kalanick had personal responsibility for making decisions about the conduct of the Defendants' business that contributed to violations of the FLSA and NYLL.

163. Upon information and belief, Defendant Kalanick was involved in drafting or approving materials for the Uber websites for Uber drivers and for potential Uber drivers that discuss how much drivers earn and other terms and conditions of employment.

164. Defendant Kalanick is responsible for the pay practices and employment policies of Uber nationwide.

**Josh Mohrer**

165. Defendant Josh Mohrer ("Mohrer") is an individual resident of the State of New York.

166. Mohrer is an employee of Uber Technologies appointed by Travis Kalanick to manage Uber's New York operations.

167. Defendant Mohrer was or is personally involved in the day-to-day operation, management and business strategy of the Defendant Uber bases and enterprise in New York with the power to set Driver fares, Uber fees, and all policies and terms and conditions of drivers' employment.

168. Defendant Mohrer has the power and authority, and did in fact exercise such power and authority, to control or supervise the work schedules of Uber drivers, the rate and method of payment and other terms and conditions of employment.

169. Defendant Mohrer had personal responsibility for making decisions about the conduct of the Defendants' business that contributed to violations of the FLSA and NYLL.

170. Defendant Mohrer is responsible for the pay practices and employment policies of Uber nationwide.

**Andrew Chapin**

171. Upon information and belief, Defendant Andrew Chapin ("Chapin") is an individual resident of the State of California.

172. Chapin was an Officer and Manager of Defendant FHV base Hinter, LLC and a Vice President of Defendant FHV base Unter, LLC.

173. Chapin is an employee of Uber Technologies, appointed by Travis Kalanick, and served as Senior Operations Manager for Uber in New York from November 2011 through July 2013.

174. Chapin was personally involved in the day-to-day operation, management and business strategy of the Defendant Uber FHV bases and enterprise in New York with the power to set Driver fares, Uber fees, and all policies and terms and conditions of drivers' employment.

175. Defendant Chapin has the power and authority, and did in fact excesses such power and authority, to control or supervise the work schedules of Uber drivers, the rate and method of payment and other terms and conditions of employment.

176. Defendant Chapin had personal responsibility for making decisions about the conduct of the Defendants' business that contributed to violations of the FLSA and NYLL.

177. All of the above-named Defendants are "employers" within the meaning of the FLSA and the NYLL .



178. All of the above-named Defendants are engaged in commerce as defined in the FLSA, 29 U.S.C. §203(s).

**JURISDICTION AND VENUE**

179. Jurisdiction is proper as this Court has original federal question jurisdiction under 28 U.S.C. §1331 since this case is brought under the FLSA, 29 U.S.C. §§201, *et seq.* This Court has supplemental jurisdiction over the NYLL claims and common law claims, as they are so related that they form part of the same case or controversy under Article III of the United States Constitution.

180. Defendants are subject to personal jurisdiction in the State of New York as they both individually and as corporate entities do business in New York.

181. Venue is proper in this District because Defendants conduct business in this Judicial District, and the acts and/or omissions giving rise to the claims herein alleged took place in this District.

**UBER'S NEW YORK CITY FOR-HIRE VEHICLE OPERATION: HAILING AN  
UBER**

182. Uber operates in New York City as a group of Black Car bases and one luxury limousine base, each of which is licensed by the New York City Taxi Limousine Commission (TLC).

183. These bases are subsidiaries of Uber Technologies, which is the owner of the app.

184. All black cars operating in New York City must be affiliated with a base in order to accept dispatches, but drivers are permitted to accept dispatches from any base under TLC rules.

185. Most Uber drivers' operate vehicles affiliated with these bases, each organized as a separate LLC. Uber, however, effectively operates its bases as a unified company known as "Uber."

186. All requests for the Uber service are made through the Uber smartphone application (the Uber "app") and are dispatched to Uber drivers through Uber's centralized dispatch network that also operates via the Uber app.

187. In order to accept dispatches from Uber drivers must enter into a contract with Uber that specifies that Uber will set the fare based on a base-charge-plus-time-plus-distance formula, that Uber will collect the monies, and pass through to drivers, whose earning are net of Uber's service fee of 20-28% of the fare.

188. As with most other Black Car bases, many of whose workers have been found to be employees by state and federal government agencies, Uber effectively pays its drivers a percentage of the fare for each trip. Uber passengers pay a full fare amount to Uber, which Uber, jointly with the Defendant FHV bases, remits to the Driver after deducting its fee, or kickback, of between 20 to 28%, depending on the type of service, and/or vehicle used for the trip and tenure of the Driver. As discussed below, a variety of additional items are also deducted from drivers' percentage of the fare.

189. While on the app, drivers must be able to respond whether they will accept a dispatch within 15 seconds and thus they must be in the car, as Uber requires drivers to accept more than 80% of dispatches, previously 90%, offered. Upon accepting a dispatch the driver drivers to the pickup location, with a route suggested by Uber. At the time of acceptance of the trip drives do not know the passenger's destination. Nor do they know the fare being charged to the customer.

190. The driver then waits at the location for the passenger to arrive. Only when the passenger is in the car does the driver become informed of the passenger's destination, and begin to be paid. Drivers then drop the passenger at his or her destination and are available to be dispatched again through the app. After the customer has been dropped off the fare is charged directly to the customer's credit card account and the customer receives a receipt.

191. Drivers learn of the fare charged the passenger only some time after the trip is complete.

**UBER MISCLASSIFIES DRIVERS AS INDEPENDENT CONTRACTORS AND CONTROLS DRIVERS AS COMMON EMPLOYERS**

192. Uber is deeply involved in marketing its transportation services, setting prices for services, selecting and qualifying its drivers, regulating and monitoring their performance, and disciplining or terminating those who don't measure up to Uber's expectations.

193. In short, Uber is a transportation company masquerading as a technology company in order to enrich its bottom line.

194. As an initial matter, Uber's contracts label all drivers as "independent contractors" when they are/were in fact, employees of Uber.

195. Although Uber's Driver contracts frame a relationship with its drivers that is short on specifics, and explicitly disclaim any direction or control over its drivers, these contracts, in addition to Uber's practices, create a level of control more pervasive and far-reaching than many other Black Car bases which have already been recognized as employers by the National Labor Relations Board and the New York State Department of Labor.

**Uber Maintains Constant and Active Control Over How Its Drivers Perform Their Work.**