

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO**

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Oct-24-2017 3:58 pm

Case Number: CGC-17-562113

Filing Date: Oct-24-2017 3:50

Filed by: NEYL WEBB

Image: 06077864

COMPLAINT

INGRID AVENDAANO ET AL VS. UBER TECHNOLOGIES, INC.

001C06077864

Instructions:

Please place this sheet on top of the document to be scanned.

**SUMMONS
(CITACION JUDICIAL)**

**FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)**

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**

Uber Technologies, Inc.

**YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

INGRID AVENDAÑO, ROXANA DEL TORO LOPEZ and ANA MEDINA, on behalf of themselves, and all aggrieved employees

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.


Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): San Francisco Superior Court
400 McAllister Street
San Francisco, CA 94102

CASE NUMBER:
(Número de Caso)
CBC-17-562113

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Outten & Golden, LLP; One Embarcadero Center, 38th Floor San Francisco, CA 94111; (415)638-8800

DATE: **OCT 24 2017** Clerk of the Court Clerk, by  Deputy (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

NEYL WEBB



NOTICE TO THE PERSON SERVED: You are served

- as an individual defendant.
- as the person sued under the fictitious name of (specify):
- on behalf of (specify):
under: CCP 416.10 (corporation) CCP 416.60 (minor)
 CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
 CCP 416.40 (association or partnership) CCP 416.90 (authorized person)
 other (specify):
- by personal delivery on (date):

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
Jahan C. Sagafi (SBN 224887); Rachel W. Dempsey (SBN 310424)
Adam T. Klein (pro hac vice forthcoming); Rachel M. Bien (SBN 315886)
OUTTEN & GOLDEN, LLP
One Embarcadero Center, 38th Floor San Francisco, CA 94111
TELEPHONE NO.: (415) 638-8800 FAX NO.: (415)638-8810
ATTORNEY FOR (Name): Plaintiffs Ingrid Avedano, Roxana del Toro Lopez, et al.

FOR COURT USE ONLY
FILED
San Francisco County Superior Court
OCT 24 2017
CLERK OF THE COURT
BY: [Signature] Deputy Clerk

SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Francisco
STREET ADDRESS: 400 McAllister Street
MAILING ADDRESS: 400 McAllister Street
CITY AND ZIP CODE: San Francisco, CA 94102
BRANCH NAME: Civil Division

CASE NAME:
Avedaño et al. v. Uber Technologies, Inc.

CIVIL CASE COVER SHEET
[Checked] Unlimited (Amount demanded exceeds \$25,000)
[] Limited (Amount demanded is \$25,000 or less)

Complex Case Designation
[] Counter [] Joinder
Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER:
CGC-17-562113
JUDGE:
DEPT:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:
Auto Tort: [] Auto (22), [] Uninsured motorist (46)
Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort: [] Asbestos (04), [] Product liability (24), [] Medical malpractice (45), [] Other PI/PD/WD (23)
Non-PI/PD/WD (Other) Tort: [] Business tort/unfair business practice (07), [] Civil rights (08), [] Defamation (13), [] Fraud (16), [] Intellectual property (19), [] Professional negligence (25), [] Other non-PI/PD/WD tort (35)
Employment: [] Wrongful termination (36), [Checked] Other employment (15)
Contract: [] Breach of contract/warranty (06), [] Rule 3.740 collections (09), [] Other collections (09), [] Insurance coverage (18), [] Other contract (37)
Real Property: [] Eminent domain/Inverse condemnation (14), [] Wrongful eviction (33), [] Other real property (26)
Unlawful Detainer: [] Commercial (31), [] Residential (32), [] Drugs (38)
Judicial Review: [] Asset forfeiture (05), [] Petition re: arbitration award (11), [] Writ of mandate (02), [] Other judicial review (39)
Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403): [] Antitrust/Trade regulation (03), [] Construction defect (10), [] Mass tort (40), [] Securities litigation (28), [] Environmental/Toxic tort (30), [] Insurance coverage claims arising from the above listed provisionally complex case types (41)
Enforcement of Judgment: [] Enforcement of judgment (20)
Miscellaneous Civil Complaint: [] RICO (27), [] Other complaint (not specified above) (42)
Miscellaneous Civil Petition: [] Partnership and corporate governance (21), [] Other petition (not specified above) (43)

2. This case [] is [Checked] is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
a. [] Large number of separately represented parties
b. [Checked] Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
c. [Checked] Substantial amount of documentary evidence
d. [Checked] Large number of witnesses
e. [] Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
f. [Checked] Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a. [Checked] monetary b. [Checked] nonmonetary; declaratory or injunctive relief c. [] punitive

4. Number of causes of action (specify): 3

5. This case [] is [Checked] is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: October 24, 2017
Jahan C. Sagafi

(TYPE OR PRINT NAME)

[Signature]

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
File this cover sheet in addition to any cover sheet required by local court rule.
If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

CM-010

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

<p>Auto Tort Auto (22)—Personal Injury/Property Damage/Wrongful Death Uninsured Motorist (46) (<i>if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto</i>)</p> <p>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort Asbestos (04) Asbestos Property Damage Asbestos Personal Injury/Wrongful Death Product Liability (<i>not asbestos or toxic/environmental</i>) (24) Medical Malpractice (45) Medical Malpractice—Physicians & Surgeons Other Professional Health Care Malpractice Other PI/PD/WD (23) Premises Liability (e.g., slip and fall) Intentional Bodily Injury/PD/WD (e.g., assault, vandalism) Intentional Infliction of Emotional Distress Negligent Infliction of Emotional Distress Other PI/PD/WD</p> <p>Non-PI/PD/WD (Other) Tort Business Tort/Unfair Business Practice (07) Civil Rights (e.g., discrimination, false arrest) (<i>not civil harassment</i>) (08) Defamation (e.g., slander, libel) (13) Fraud (16) Intellectual Property (19) Professional Negligence (25) Legal Malpractice Other Professional Malpractice (<i>not medical or legal</i>) Other Non-PI/PD/WD Tort (35)</p> <p>Employment Wrongful Termination (36) Other Employment (15)</p>	<p>Contract Breach of Contract/Warranty (06) Breach of Rental/Lease Contract (<i>not unlawful detainer or wrongful eviction</i>) Contract/Warranty Breach—Seller Plaintiff (<i>not fraud or negligence</i>) Negligent Breach of Contract/Warranty Other Breach of Contract/Warranty Collections (e.g., money owed, open book accounts) (09) Collection Case—Seller Plaintiff Other Promissory Note/Collections Case Insurance Coverage (<i>not provisionally complex</i>) (18) Auto Subrogation Other Coverage Other Contract (37) Contractual Fraud Other Contract Dispute</p> <p>Real Property Eminent Domain/Inverse Condemnation (14) Wrongful Eviction (33) Other Real Property (e.g., quiet title) (26) Writ of Possession of Real Property Mortgage Foreclosure Quiet Title Other Real Property (<i>not eminent domain, landlord/tenant, or foreclosure</i>)</p> <p>Unlawful Detainer Commercial (31) Residential (32) Drugs (38) (<i>if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential</i>)</p> <p>Judicial Review Asset Forfeiture (05) Petition Re: Arbitration Award (11) Writ of Mandate (02) Writ—Administrative Mandamus Writ—Mandamus on Limited Court Case Matter Writ—Other Limited Court Case Review Other Judicial Review (39) Review of Health Officer Order Notice of Appeal—Labor Commissioner Appeals</p>	<p>Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403) Antitrust/Trade Regulation (03) Construction Defect (10) Claims Involving Mass Tort (40) Securities Litigation (28) Environmental/Toxic Tort (30) Insurance Coverage Claims (<i>arising from provisionally complex case type listed above</i>) (41)</p> <p>Enforcement of Judgment Enforcement of Judgment (20) Abstract of Judgment (Out of County) Confession of Judgment (<i>non-domestic relations</i>) Sister State Judgment Administrative Agency Award (<i>not unpaid taxes</i>) Petition/Certification of Entry of Judgment on Unpaid Taxes Other Enforcement of Judgment Case</p> <p>Miscellaneous Civil Complaint RICO (27) Other Complaint (<i>not specified above</i>) (42) Declaratory Relief Only Injunctive Relief Only (<i>non-harassment</i>) Mechanics Lien Other Commercial Complaint Case (<i>non-tort/non-complex</i>) Other Civil Complaint (<i>non-tort/non-complex</i>)</p> <p>Miscellaneous Civil Petition Partnership and Corporate Governance (21) Other Petition (<i>not specified above</i>) (43) Civil Harassment Workplace Violence Elder/Dependent Adult Abuse Election Contest Petition for Name Change Petition for Relief From Late Claim Other Civil Petition</p>
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10 E-mail: rmb@outtengolden.com

11 *Attorneys for Plaintiffs and aggrieved employees*

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **COUNTY OF SAN FRANCISCO**
14 **UNLIMITED CIVIL JURISDICTION**

14 INGRID AVENDAÑO, ROXANA DEL
15 TORO LOPEZ, and ANA MEDINA, on
behalf of themselves, and all aggrieved
16 employees,

17 Plaintiff,

18 v.

19 UBER TECHNOLOGIES, INC.,

20 Defendant.

Case No. **C9C-17-562113**

**COMPLAINT FOR VIOLATIONS OF
THE PRIVATE ATTORNEY
GENERAL ACT**

DEMAND FOR A JURY TRIAL

FILED
San Francisco County Superior Court

OCT 24 2017

CLERK OF THE COURT

BY:  Deputy Clerk

1 Plaintiffs Ingrid Avendaño, Roxana del Toro Lopez, and Ana Medina, individually, and
2 on behalf of all aggrieved employees and the State of California as the real party in interest,
3 allege the following causes of action:

4 **SUMMARY OF CLAIMS**

5 1. Plaintiffs bring this representative action on behalf of all aggrieved employees¹
6 and the State of California, against Defendant Uber, Inc. (“Uber” or “the Company”) for failing
7 to provide equal remuneration for work requiring equal skill, effort, and responsibility in
8 violation of the Equal Pay Act (“EPA”), Cal. Labor Code § 1197.5, *et seq.*, and the Private
9 Attorney General Act (“PAGA”), Cal. Labor Code § 2698, *et seq.*

10 2. Uber is a global provider of on-demand transportation and food delivery services.
11 In 2015, Uber generated approximately \$10.8 billion dollars in revenue.² Uber is a major
12 California employer with approximately 6,700 employees, many of whom are technical
13 employees.³

14 3. As a result of Uber’s policies, patterns, and practices, female engineers and
15 engineers of color receive less compensation and are promoted less frequently than their male
16 and/or white or Asian American counterparts. Herein, “of color” is defined as Latino, African
17 American, or American Indian.

18
19
20
21 ¹ Aggrieved employees include all engineers throughout the company, including Software
22 Engineers level 1 and 2, Senior Software Engineers level 1 and 2, and Staff Software Engineers.

23 ² See “Uber Revenue and Usage Statistics 2017,” [http://www.businessofapps.com/uber-revenue-](http://www.businessofapps.com/uber-revenue-analysis/)
24 [analysis/](http://www.businessofapps.com/uber-revenue-analysis/) (last visited Aug. 17, 2017)

25 ³ See “Handcuffed to Uber,” <https://techcrunch.com/2016/04/29/handcuffed-to-uber/> (last visited
26 Aug. 17, 2017)

1 4. Plaintiffs seek to recover civil penalties under PAGA on behalf of themselves, the
2 State of California, and all aggrieved employees employed in California by Defendant Uber
3 within the applicable statutory period (collectively the “aggrieved employees”).

4 **THE PARTIES**

5 **Plaintiffs**

6 5. Plaintiff Avendaño is a female Latina engineer who was employed by Uber as a
7 Software Engineer II from February 2014 to June 2017 in San Francisco, California.

8 6. Plaintiff del Toro Lopez is a female Latina engineer who was employed by Uber
9 as a Software Engineer II from May 2015 to August 2017 in San Francisco, California.

10 7. Plaintiff Medina is a female Latina engineer who has been employed by Uber as a
11 Software Engineer I from March 2016 to the present in San Francisco, California.

12 **Defendant**

13 8. Defendant Uber is a corporation formed under the laws of the State of Delaware
14 with its corporate headquarters in the city of San Francisco, California.

15 9. Upon information and belief, Uber’s California headquarters maintains control,
16 oversight, and direction over the operation of its facilities, including its employment practices.

17 10. During all relevant times, Uber was Plaintiffs’ employer within the meaning of all
18 applicable statutes.

19 **JURISDICTION AND VENUE**

20 11. This Court has jurisdiction over Plaintiffs’ claims for civil penalties under the
21 Private Attorney General Act, Cal. Labor Code § 2968 *et seq.*

22 12. This Court has jurisdiction over Plaintiffs’ claims for equal remuneration for
23 equal work under the Equal Pay Act, Cal. Labor Code § 1197.5 *et seq.*

1 13. This Court has personal jurisdiction over this matter because Uber maintains its
2 headquarters in California, conducts substantial business activity in this state, and engaged in the
3 unlawful acts described herein in this state.

4 14. Venue is proper in this county under California Code of Civil Procedure § 395.5
5 because a substantial part of the events and omissions giving rise to the claims alleged herein
6 occurred in this county.

7 **FACTUAL ALLEGATIONS**

8 15. Upon information and belief, Uber maintains uniform employment,
9 compensation, performance review, and promotion policies throughout the State of California.

10 16. Upon information and belief, Uber cultivates and promotes a common corporate
11 culture. Its offices throughout California use a common organizational structure, organizing
12 employees by common job titles.

13 **Performance Evaluations**

14 17. Uber uses a companywide “stack ranking” system for evaluating employee
15 performance, which requires supervisors to rank employees from worst to best.

16 18. This process is an invalid performance measurement system, as it sets arbitrary
17 cutoffs among performers with similar performance. The stack ranking process forces a
18 distribution of performance ratings outcomes regardless of whether there are meaningful
19 performance differences between individual employees within a particular peer group.

20 19. An employee’s rank is not based on valid and reliable performance measures.
21 The used criteria are not valid or reliable, and they do not properly measure performance. Uber
22 implements this performance measurement system in a way that disadvantages female
23 employees and employees of color.

1 20. Supervisors are instructed to use these unreliable qualitative assessments of
2 employees' performance, known as "perf," in assigning the employees in their review group a
3 recommended ranking from worst to best. A lower score makes it difficult for an employee to
4 advance professionally.

5 21. This forced ranking process takes place biannually, and performance review
6 scores are used for compensation and promotion decisions.

7 22. In this system, female employees and employees of color are systematically
8 undervalued compared to their male and white or Asian American peers because female
9 employees and employees of color receive, on average, lower rankings despite equal or better
10 performance.

11 23. Performance management systems that include unreliable and invalid criteria
12 create inaccurate and biased outcomes. Upon information and belief, Uber's stack ranking
13 system has had an adverse impact upon female employees and employees of color.

14 **Compensation**

15 24. Uber employs common, unvalidated, unreliable, and discriminatory procedures
16 for determining employees' compensation that disparately impact female employees and
17 employees of color.

18 25. Upon information and belief, Uber pays female engineers and engineers of color
19 less compensation (including but not limited to salary, bonus, other cash compensation, equity
20 [e.g., stock, options, etc.], benefits, and other wages and/or other compensation) than it pays to
21 its male and/or white or Asian American counterparts.

22 26. On information and belief, Uber sets initial compensation for aggrieved
23 employees based on their past compensation. To the extent it is the only variable responsible for
24

1 a gap in compensation based on gender, race, and/or ethnicity, it is discriminatory. In particular,
2 this practice disadvantages women, who are generally paid 18% less than men in the same
3 occupation in the marketplace. It also disadvantages people of color, who are generally paid
4 significantly less than whites in the same occupation in the marketplace.

5 27. In addition, inequity in compensation based on gender, race, and ethnicity
6 compounds over time because periodic compensation decisions, such as salary increases, are
7 affected by current salary and salary band.

8 28. Uber employees' cash compensation includes two components: salary and bonus.
9 Annually, employees are eligible for a merit increase to their base salary and a bonus. Whether,
10 and how much, an employee receives in any of these categories is determined by her
11 performance rating, job title, and manager input. Because female employees and employees of
12 color have been systematically disadvantaged by the stack ranking performance evaluation
13 process, their outcomes in terms of raises and bonuses have suffered compared to their male
14 peers.

15 29. Additionally, Uber employees receive compensation in the form of equity,
16 including but not limited to grants of Restricted Stock Units, Incentive Stock Options, and/or
17 Non-Qualified Stock Options. Upon information and belief, Uber awards equity compensation
18 disproportionately to men over women and to whites and Asian Americans over people of color.

19 30. Furthermore, Uber employees receive compensation in the form of benefits, such
20 as health care (e.g., medical, dental, vision) benefits, free or discounted Uber rides, retirement
21 benefits (e.g., 401(k) plans), and more. Upon information and belief, Uber awards benefits
22 disproportionately to men and whites and Asian Americans over women and people of color,
23 respectively.

1 31. Uber's uniform employment practices have a disparate impact against female
2 employees and employees of color, in terms of compensation.

3 **Promotions**

4 32. Uber also employs common, unvalidated, unreliable, and discriminatory
5 procedures for selecting employees for promotion. Because promotions are tied to the
6 performance review process, female employees and employees of color are adversely impacted
7 in promotions as well. Promotions are not determined by objective, valid, and/or reliable
8 performance measures. Additionally, because promotions often cause increases in
9 compensation, Uber's promotion practices cause and compound compensation inequities that
10 harm and have harmed Plaintiffs and aggrieved employees.

11 33. Upon information and belief, female employees and employees of color were
12 promoted at a slower rate than male and white or Asian American employees, respectively.

13 **Uber Paid Plaintiffs and Other Aggrieved Employees Less Than Their Male And/Or**
14 **White or Asian American Counterparts And Deprived Them of Opportunities To**
15 **Advance**

16 34. Plaintiffs were treated differently than their male and/or white or Asian American
17 colleagues. For example, del Toro Lopez and Medina were initially brought on as independent
18 contractors as opposed to full-time employees. This contractor status meant that they received
19 less compensation than full-time Uber employees and were impeded from effectively onboarding
20 to their teams because they had limited access to company tools and training sessions. On
21 information and belief, male and/or white or Asian American technical hires were not subject to
22 similar treatment.

23 35. In addition, Plaintiffs' managers assigned them tasks and duties that were less
24 meaningful, challenging, and important than those of their similarly situated male and/or white

1 or Asian American colleagues. Management also failed to provide them with adequately
2 concrete professional goals or guideposts. On information and belief, their male and/or white or
3 Asian American counterparts were not subject to this treatment.

4 36. Despite their strong work effort and performance, Plaintiffs were promoted more
5 slowly than their male and/or white or Asian American colleagues.

6
7 **FIRST CAUSE OF ACTION**

8 **Violation of the California Equal Pay Act**
9 **Cal. Labor Code §§1197.5 *et seq.*, 1194.5**
10 **(On Behalf of Plaintiffs and All Aggrieved Employees)**

11 37. Plaintiffs hereby reallege and incorporate by reference all allegations in each and
12 every preceding paragraph as if fully set forth herein.

13 38. Uber has discriminated and continues to discriminate against Plaintiffs in
14 violation of California Labor Code § 1197 .5 *et seq.* by paying them at wage rates less than the
15 wage rates paid to its male and/or white or Asian American engineers for substantially equal or
16 similar work, when viewed as a composite of skill, effort, and responsibility, and performed
under similar working conditions.

17 39. Uber's failure to pay Plaintiffs equal wages for performing substantially equal or
18 similar work is not justified by any lawful reason.

19 40. Uber has willfully violated California Labor Code§ 1197.5 by intentionally,
20 knowingly, and/or deliberately paying Plaintiffs less than male and/or white or Asian American
21 engineers for substantially equal or similar work.

22 41. As a result of Uber's ongoing conduct, violation of California Labor Code §
23 1197.5, and/or willful discrimination, Plaintiffs have suffered and will continue to suffer harm,

1 including but not limited to lost earnings, lost benefits, and other financial loss, as well as non-
2 economic damages.

3 42. Plaintiffs are therefore entitled to all legal and equitable remedies available under
4 law, including wages, interest, and liquidated damages.

5
6 **SECOND CAUSE OF ACTION**

7 **Violation of the California Private Attorneys General Act of 2004**
8 **Cal. Lab. Code §§ 2698-2699.5**
9 **(On Behalf of Plaintiffs and All Aggrieved Employees)**

10 43. Plaintiffs reallege and incorporate by reference all other paragraphs as if they
11 were set forth again herein.

12 44. Under the California Private Attorneys General Act (“PAGA”) of 2004, Cal. Lab.
13 Code §§ 2698-2699.5, an aggrieved employee, on behalf of herself and other current or former
14 employees as well as the general public, may bring a representative action as a private attorney
15 general to recover penalties for an employer’s violations of the California Labor Code and IWC
16 Wage Orders. These civil penalties are in addition to any other relief available under the
17 California Labor Code, and must be allocated 75% to California’s Labor and Workforce
18 Development Agency (“LWDA”) and 25% to the aggrieved employee, pursuant to California
19 Labor Code § 2699.

20 45. Plaintiffs allege, on behalf of themselves and all aggrieved employees, as well as
21 the general public, that Defendant has violated the Equal Pay Act, section 1197.5 of the
22 California Labor Code, which is actionable through PAGA.

23 46. In particular, as a result of Uber’s common policies and practices, Uber has
24 discriminated against Plaintiffs and aggrieved employees by paying them less than similarly-

1 situated male coworkers, failing to promote them at the same or similar rate as their similarly-
2 situated male coworkers, and failing to properly investigate and take measures to remedy
3 complaints of sexual harassment and discrimination.

4 47. The differential in pay between male and female employees was not due to
5 seniority, merit, or the quantity or quality of production, a bona fide factor other than sex, such
6 as education, training, or experience, but was due to gender. In the alternative, to the extent that
7 Uber relied upon one or more of these factors, said factor(s) were not reasonably applied and
8 did/do not account for the entire wage differential.

9 48. Uber caused, attempted to cause, contributed to, or caused the continuation of, the
10 wage rate discrimination based on sex and/or race or ethnicity. The foregoing conduct
11 constitutes a willful violation of the Equal Pay Act, Cal. Lab. Code §1197.5, *et seq.*

12 49. As a result of Uber's willful, knowing, and intentional discrimination, Plaintiffs
13 have suffered and will continue to suffer harm, including but not limited to lost earnings, lost
14 benefits, and other financial loss, as well as non-economic damages.

15 50. This violation entitles Plaintiffs, as private attorneys general, to recover the
16 applicable civil penalties on their own behalf, on behalf of all aggrieved employees, and on
17 behalf of the general public.

18 California Labor Code § 2699(a), which is part of PAGA, provides in pertinent part:
19 Notwithstanding any other provision of law, any provision of this code that
20 provides for a civil penalty to be assessed and collected by the Labor and
21 Workforce Development Agency or any of its departments, divisions,
22 commissions, boards, agencies, or employees, for a violation of this code, may, as
23 an alternative, be recovered through a civil action brought by an aggrieved
24 employee on behalf of themselves or herself and other current or former
25 employees pursuant to the procedures specified in § 2699.3.

26 California Labor Code § 2699(f), which is part of PAGA, provides in pertinent part:
27 For all provisions of this code except those for which a civil penalty is specifically

1 provided, there is established a civil penalty for a violation of these provisions, as
2 follows: . . . (2) If, at the time of the alleged violation, the person employs one or
3 more employees, the civil penalty is one hundred dollars (\$100) for each
4 aggrieved employee per pay period for the initial violation and two hundred
5 dollars (\$200) for each aggrieved employee per pay period for each subsequent
6 violation.

7 51. Plaintiffs are entitled to civil penalties, to be paid by Defendant and allocated as
8 PAGA requires, pursuant to California Labor Code § 2699(a) for Defendant's violations of the
9 California Labor Code for which violations a civil penalty is already specifically provided by
10 law.

11 52. Plaintiff is also entitled to civil penalties, to be paid by Defendant and allocated as
12 PAGA requires, pursuant to California Labor Code § 2699(f) for Defendant's violations of the
13 California Labor Code for which violations a civil penalty is not already specifically provided.

14 53. On June 21, 2017, Plaintiff Avendaño provided written notice by certified mail to
15 the LWDA of the legal claims and theories of this case. Plaintiff simultaneously provided a copy
16 of that notice by certified mail to Defendant. On July 19, 2017, Plaintiff del Toro Lopez
17 provided written notice by certified mail to the LWDA of the legal claims and theories of this
18 case. Plaintiff simultaneously provided a copy of that notice by certified mail to Defendant. The
19 LWDA did not provide notice "within 65 calendar days of the postmark date of" Plaintiffs'
20 notices, so Plaintiffs are entitled to assert this claim. Cal. Labor Code § 2699.3(a)(2).

21 54. Under PAGA, Plaintiffs are entitled to recover the maximum civil penalties
22 permitted by law for the violations of the California Labor that are alleged in this Complaint.
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THIRD CAUSE OF ACTION

**Unlawful and Unfair Business Practices
Cal. Bus. & Prof. Code §17200 *et seq.*
(On Behalf of Plaintiffs and All Aggrieved Employees)**

55. Plaintiffs hereby reallege and reincorporate by reference all allegations in each and every preceding paragraph as if fully set forth herein.

56. Uber's policies and/or practices of paying female engineers and engineers of color less than male and/or white or Asian American engineers for substantially similar work performed and of discriminating against female engineers and engineers of color in compensation and the terms, conditions, and privileges of employment on the basis of their sex and race or ethnicity constitute business practices because Uber's acts and omissions as alleged herein have been done repeatedly over a significant period of time, and in a systematic manner, to the detriment of Plaintiffs and aggrieved employees.

57. Uber's acts and omissions, as alleged herein, violate the California Equal Pay Act, as amended, Labor Code § 1197 .5 *et seq.*, and therefore constitute unlawful business practices prohibited by Business & Professions Code § 17200 *et seq.*

58. Uber's acts and omissions, as alleged herein, constitute unfair business practices prohibited by Business & Professions Code § 17200 *et seq.* Uber's business practices of paying women engineers and engineers of color less than male and/or white or Asian American engineers for substantially similar work, of assigning and keeping women engineers and engineers of color in lower levels and less highly compensated job ladders than similarly-qualified male and/or white or Asian American engineers, and of failing to promote women engineers and engineers of color cause harm to Plaintiffs and aggrieved employees that outweighs any reason Uber may have for doing so. Uber's business practices as alleged herein

1 are also immoral, unethical, oppressive, unscrupulous, and offensive to the established public
2 policies of ensuring women and people of color are paid equally to male and/or white individuals
3 for performing substantially similar work, as reflected in the California Equal Pay Act, Cal.
4 Labor Code § 1197.5 *et seq.* As a result of its unlawful and/or unfair business practices, Uber
5 has reaped and continues to reap unfair and illegal profits at the expense of Plaintiffs and
6 aggrieved employees. Accordingly, Uber should be disgorged of its illegal profits, and Plaintiffs
7 and aggrieved employees are entitled to restitution with interest of such ill-gotten profits in an
8 amount according to proof at the time of trial.

9 59. Uber's unlawful and/or unfair business practices entitle Plaintiffs and aggrieved
10 employees to preliminary and permanent injunctive relief and other equitable relief available
11 under law.

12
13 **PRAYER FOR RELIEF**

14 WHEREFORE, Plaintiffs, on behalf of all aggrieved employees, pray for relief as follows:

15 (a) All wages due pursuant to California Labor Code § 1197.5(h) in an amount to be
16 ascertained at trial;

17 (b) Liquidated damages pursuant to California Labor Code § 1197.5(h);

18 (c) Designation of Plaintiffs as representatives of the PAGA action;

19 (d) A declaratory judgment that the practices complained of herein are unlawful and
20 violate California Labor Code sections 1197.5, *et seq.*;

21 (e) A preliminary and permanent injunction against Uber, officers, agents,
22 successors, employees, representatives, and any and all persons acting in concert with them,
23 from engaging in policies, patterns, and/or practices that discriminate against Plaintiffs and all
24 aggrieved employees because of their gender;

1 (f) An order that Uber institute and carry out policies, practices, and programs that
2 provide equal employment opportunities for all employees regardless of gender and/or race or
3 ethnicity, and that it eradicate the effects of their past and present unlawful employment
4 practices;

5 (g) An order requiring Uber to develop and institute accurate and validated standards
6 for evaluating performance, determining pay, and making promotion decisions;

7 (h) An order to ensure that Uber complies with the injunction provisions of any
8 decree that the Court orders;

9 (i) An order retaining jurisdiction over this action to ensure that Uber complies with
10 such a decree;

11 (j) An order restoring Plaintiffs and aggrieved employees to their rightful positions at
12 Uber (i.e., reinstatement), or in lieu of reinstatements, an order for front pay benefits;

13 (k) All civil penalties recoverable under PAGA;

14 (l) Restitution of all monies due to Plaintiffs and aggrieved employees, as well as
15 disgorgement of Uber's profits from its unlawful and/or unfair business practices;

16 (m) Costs incurred herein, including reasonable attorneys' fees to the extent allowable
17 by law;

18 (n) Pre-judgment and post-judgment interest, as provided by law;

19 (o) A service award for Plaintiffs in recognition for the time and risk incurred in
20 asserting these claims on behalf of aggrieved employees, and the value they have created by
21 doing so; and

22 (p) Such other and further legal and equitable relief as this Court deems necessary,
23 just, and proper.

1 **JURY DEMAND**

2 Plaintiffs hereby demand a jury trial to the extent authorized by law.

3 Respectfully submitted,

4 Dated: October 24, 2017

5 By: 

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