

RICHARD BLUMENTHAL
CONNECTICUT

COMMITTEES:

AGING

ARMED SERVICES

COMMERCE, SCIENCE, AND TRANSPORTATION

JUDICIARY

VETERANS' AFFAIRS

United States Senate

WASHINGTON, DC 20510

706 HART SENATE OFFICE BUILDING
WASHINGTON, DC 20510

(202) 224-2823
FAX: (202) 224-9673

90 STATE HOUSE SQUARE, TENTH FLOOR
HARTFORD, CT 06103

(860) 258-6940
FAX: (860) 258-6958

915 LAFAYETTE BOULEVARD, SUITE 304
BRIDGEPORT, CT 06604

(203) 330-0598
FAX: (203) 330-0608

<http://blumenthal.senate.gov>

May 2, 2018

Mr. Dara Khosrowshahi
Chief Executive Officer
Uber Technologies, Inc.
1455 Market Street
San Francisco, California 94103

Dear Mr. Khosrowshahi,

I write to request that Uber immediately stop using forced arbitration agreements against victims of sexual harassment or assault.

Like most Americans, I am extremely concerned about recent reports suggesting that more than 100 Uber drivers have been accused of sexually assaulting or abusing their passengers in the past four years.¹ My alarm is compounded by reports that Uber has attempted to silence survivors by forcing them into arbitration to resolve these complaints.² I call on you to immediately release survivors of sexual assault from Uber's arbitration provisions so that they may exercise their fundamental rights as Americans and pursue their complaints through the court system. Furthermore, I urge you to end Uber's current practice of requiring all users to agree to a pre-dispute arbitration agreement in order to use your services.

Forced arbitration clauses deny consumers the right to bring their case to court or file a class action lawsuit with others who have experienced a similar harm. Claims subject to forced arbitration are relegated to private forums where powerful defendants can stack the deck against claimants and cover up wrongdoing. Many potential claimants respond to this prospect by declining to file claims in the first place, leaving bad conduct undeterred.

These provisions disadvantage consumers in almost every sector of the economy by requiring them to waive their rights before a dispute even occurs. When these agreements are inserted into the fine print of large corporations' terms of service – as is the case with Uber – consumers lack a meaningful opportunity to understand and object before they give away their right to access the justice system. As a result, consumers are denied their day in court and

¹ Sara Ashley O'Brien et al., *CNN Investigation: 103 Uber Drivers Accused of Sexual Assault or Abuse*, CNN (Apr. 30, 2018), <http://money.cnn.com/2018/04/30/technology/uber-driver-sexual-assault/index.html>.

² Sam Levin, *Uber accused of silencing women who claim sexual assault by drivers*, THE GUARDIAN (Mar. 15, 2018), <https://www.theguardian.com/technology/2018/mar/15/uber-class-action-lawsuit-sexual-assault-rape-arbitration>.

powerful corporations are able to endanger the public without fear of being held accountable by those they harm.

Recently, a group of courageous women sent an open letter to Uber's board and requested to be released from Uber's mandatory arbitration clause.³ In their letter, these brave survivors highlight your purported commitment to safe streets and "do[ing] the right thing," but they appropriately point out that "[f]orcing female riders, as a condition of using Uber's app, to pursue claims of sexual assault and rape in secret arbitration proceedings does not 'make streets safer.' In fact, it does the opposite."⁴ These survivors go on to note that several companies and firms, including Microsoft, have voluntarily ended their practice of forcing victims of sexual harassment into arbitration by explaining that "[t]he silencing of people's voices has clearly had an impact in perpetuating sexual harassment."⁵

In a response to a former employee calling on you to waive "all forced arbitration agreements for employees, riders, and drivers,"⁶ you responded that you would "take [suggestion] seriously."⁷ I challenge you to finally demonstrate how seriously you take the issue of sexual harassment and assault. Your company must lead by example and show that it values transparency and your users' safety more than your company's bottom line. I respectfully request that you immediately stop enforcing arbitration agreements against individuals who bring claims of sexual harassment or assault. More broadly, I urge you to end your use of these dangerous agreements against your customers. A company that is focused on its customers should be working to protect their rights, not to eliminate them.

I look forward to your immediate response to this request.

Sincerely,



Richard Blumenthal
United States Senate

³ *Uber Sexual Assault Victims Send Open Letter to Uber's Board of Directors Asking to be Released from Forced Arbitration*, WIGDOR LLP (Apr. 26, 2018), <https://www.wigdorlaw.com/uber-sexual-assault-open-letter-board-directors/> [hereinafter *Open Letter*].

⁴ *Id.*

⁵ *Id.*

⁶ Susan Fowler (@susanthesquark), TWITTER (Mar. 30, 2018, 9:36 AM), <https://twitter.com/susanthesquark/status/979729076851130368>.

⁷ Dara Khosrowshahi (@dkhos), TWITTER (Mar. 30, 2018, 6:44 PM), <https://twitter.com/dkhos/status/979866957968171008>.