NYC Consumer and Worker Protection

Comments Received by the Department of Consumer and Worker Protection on

Proposed Rules related to Requirements for High-Volume For-Hire Vehicle Services and Protections for Drivers

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August 5, 2026

Commissioner Samuel A. A. Levine
Department of Consumer and Worker Protection
42 Broadway
New York, NY 10004

Dear Commissioner Levine,

The Department of Consumer and Worker Protection's ("DCWP") proposed rules to implement Local Law 52 are an important step towards realizing the protections against unjust deactivations enacted by the City Council. Unfortunately, just as Uber and Lyft have challenged minimum pay standards over the years, they are now challenging Local Law 52, basing their litigation on extreme hypotheticals that are unmoored from the statutory text. NYTWA continues to call on the companies to stop fighting against the interests of their own workers and to drop the lawsuit. Simultaneously, we call on DCWP to not hollow out this critical law.

Unfair deactivation is one of the most significant issues currently facing Uber and Lyft drivers, who fought for more than three years to win just cause protections that will prevent arbitrary firings. Despite Uber and Lyft's allegations, Local Law 52 plainly creates a carefully balanced regime that protects drivers from the devastation of unfair and arbitrary deactivations, while also protecting passengers and the public at large from unsafe conduct. DCWP must ensure that the rules that will implement Local Law 52 strike this same balance. As such, NYTWA calls on DCWP to pass final rules without such an expansive definition of egregious misconduct, without large scale exceptions to the advance notice requirement, and without curtailing drivers' rights to the more complete data they need to properly defend themselves. It is essential that the proposed rule language is corrected to ensure that the law is implemented in a robust and meaningful way that actually confers the protections against unfair firings that the law promises.

I. DCWP must not expand the definition of "egregious misconduct" so significantly that the exemption swallows the rule.

The proposed rules expand the definition of "conduct that poses an imminent danger" in the definition of egregious misconduct to "conduct that may cause injury, pain, harm, or loss, including physical, emotional, or financial injury, pain, harm or loss," explicitly noting that the phrase will be "broadly construed." Proposed Rule Amendments, § 7-901. This change is significant, as a broad standard loses the objective, tangible, and material definition of imminent danger, allowing the companies to essentially characterize all allegations as egregious misconduct. Since the law does not require advance notice or a demonstration of progressive discipline if there is an allegation of egregious misconduct, such a subjective expansion of the definition would effectively moot out these two key protections in most cases, essentially handing the companies a way out of advance notice and progressive discipline. *See* N.Y.C. Admin. Code § 20-1282(c), § 20-1282(d)(ii).

The City Council carefully considered the definition of egregious misconduct when drafting Local Law 52: the statutory text is a departure from the language in N.Y.C. Admin. Code § 20-1272, the law providing just cause for fast food workers, and the City Council's reasoning for this is memorialized in the Committee Report. Specifically, the Committee Report states that, in light of the HVFHV services' concerns and those of groups representing vulnerable passengers, the Council amended the initial draft of the bill to include a definition of egregious misconduct that included "specific categories of wrongdoing in order to enable [the HVFHV services] to easily determine whether a driver's conduct qualified as egregious misconduct." New York City Council Committee Report of the Infrastructure Division and the Committee on Transportation and Infrastructure (Dec. 18, 2025) at 12-13 ("Committee Report"). Simultaneously, however, the City Council rejected Uber's suggested definition of "conduct that endangers others" because this definition was "over-inclusive and could include behavior such as the failure to properly signal a turn that, although it arguably endangers others, does not rise to the level of wrongdoing contemplated by the term 'egregious misconduct.'" *Id.* at 13.

Unfortunately, DCWP's proposed definition for "conduct that poses an imminent danger" is broad, expanding egregious misconduct so significantly that the exception now swallows the rule. Instead of limiting egregious misconduct to instances where people are put at risk of violence and imminent danger by a driver's alleged conduct, the proposed definition would allow the companies to characterize situations as egregious misconduct that, contrary to the plain language of the phrase, do *not* pose an imminent danger to other persons.

For example, the proposed rule language would allow the HVFHV services to characterize an instance where a passenger alleged a driver was rude to a passenger as egregious misconduct, as such instances may cause "emotional […] injury, pain, harm or loss." Proposed Rule Amendments, § 7-901. Under the proposed rules, drivers would no longer receive advance notice of such an incident prior to deactivation, depriving them of the opportunity to challenge the alleged conduct or provide evidence that contradicts a customer's complaint prior to deactivation. Similarly, the HVFHV services would not be required to engage in progressive discipline prior to deactivation. This outcome is contrary to the intent of City Council and the plain language of Local Law 52; accordingly, DCWP must modify the proposed rule language to limit what conduct may be considered egregious misconduct.

II. DCWP must not create additional exemptions to the 14-day notice required prior to deactivation.

In addition to expanding the definition of egregious misconduct, the proposed rules further limit drivers' right to 14-day notice prior to deactivation by expanding exceptions beyond "egregious misconduct," account sharing, and patterns of repeated fraudulent behavior, adding in unnecessary additional exemptions for "conduct that is so outrageous that a service cannot reasonably expect to correct it through discipline" or where "the deactivation is because an HVFHV service reasonably determines that a driver poses an unreasonable risk to public health, public safety, or rider safety." Proposed Rule Amendments, § 7-906(a)(3).

These additional exemptions are articulated separately from "egregious misconduct," suggesting there are circumstances these additional standards would cover that do not rise to the heightened "level of wrongdoing contemplated by the term 'egregious.'" Committee Report at 13. This plainly contravenes the text of Local Law 52, which enumerates specific exemptions to the fourteen day notice requirement that do not include "conduct that is so outrageous that a service cannot reasonably expect to correct it through discipline" or where "the deactivation is because an HVFHV service reasonably determines that a driver poses an unreasonable risk to public health, public safety, or rider safety." *Compare* Proposed Rule Amendments, § 7-906(a)(3) to N.Y.C. Admin. Code § 20-1282(d)(ii) ("advance notice is not required where a deactivation is for egregious misconduct, account sharing, or if there is a pattern of repeated fraudulent behavior[.]").

Advance notice is a central protection of Local Law 52, one that even Uber has acknowledged, in public testimony, is important for the vast majority of deactivations, going so far as to suggest that in "99 percent" of cases there "needs to [be] notice." Transcript of the Minutes of the Committee on Transportation and Infrastructure (Sept. 27, 2024) at 168:24-25; see also *id.* at 160-162. Expanding exemptions to the fourteen day notice requirement, then, serves only to weaken the protections of the bill; DCWP must remove them.

III. DCWP must not allow HVFHV services to amend notices after the informal resolution process has begun.

The proposed rules also weaken drivers' ability to defend themselves against unfair deactivations by limiting the information the companies must initially share with drivers. The rules allow for the amendment of both the reasons included in the Advance Notice of Deactivation and the Final Notice of Deactivation, including within 15 days of a driver initiating the informal resolution process. Proposed Rule Amendments, §§ 7-906(c), 7-906(c)(3).

The record is replete with instances of drivers who were deactivated and not provided the reason why; the notice and burden of proof provisions in Local Law 52 address this by requiring that HVFHV services disclose the precise and detailed reasons for a deactivation in order to allow drivers to properly challenge deactivations, including through the informal resolution process.

The proposed rules now effectively allow the companies to add additional reasons on the final day of the informal resolution process, making it impossible for the driver to use this process to challenge additional or amended allegations. Nothing in Local Law 52 would prevent the HVFHV services from issuing additional notices should they discover additional conduct that warranted a deactivation; should the companies discover an additional, separate reason for deactivation, DCWP must require that they issue an additional notice for that violation, allowing the driver to have access to any required notice period and the informal resolution process for all allegations brought against them.

IV. DCWP must ensure that drivers have access to sufficient information to defend themselves.

In addition to the significant changes listed above, the proposed rule also unnecessarily allows for additional redactions beyond those for "personally identifiable information"[1] to supposedly protect "fraud detection" and "trade secrets," while also lessening the amount of customer data the companies are required to provide drivers upon deactivation, even where such data may help drivers construct affirmative defenses. *See* Proposed Rule Amendments, § 7-909(b)(1); § 7-910(c); § 7-909(a)(2)(vii).

The data provision sections of Local Law 52 are essential in order to ensure that drivers receive sufficient information about the allegations being brought against them, allowing them to prepare a defense. However, § 7-910(c) allows for the redaction of notices of discipline, advance notices of deactivations, final notices of deactivations, and prior deactivation notices in addition to the redactions allowed in the data provided in the deactivation information packet. Proposed Rule Amendments, § 7-909(b)(1). NYTWA is concerned that the HVFHV services will apply liberal redactions to these notices, making it impossible for drivers falsely accused of fraud to know what conduct led to them being flagged and thus unable to provide explanations or evidence to counter the allegations. The notices sent to drivers must clearly state what a driver is accused of and the basis for the HVFHV service's complaint; allowing redactions in the notices undermines this goal.

Finally, the driver must receive customer comments and feedback in all instances. The current proposed rule language allows the HVFHV services to omit this information where the reason for the deactivation is "not related to interactions with a customer or performance of job duties." Proposed Rule Amendments, § 7-909(a)(2)(vii). However, a driver may want to use customer comments and feedback to develop an affirmative defense about their job performance, even where the deactivation is for other reasons. The disclosure of all customer comments also ensures that there is a consistent application of policies, as it will allow an individual driver to more accurately compare the discipline they received to that of other drivers disciplined for similar reasons that is disclosed in the anonymized and aggregated reports the HVFHV services are required to produce. As such, it is essential that drivers receive customer comments in their entirety and in all instances.

V. DCWP must ensure that the rules apply to third party dispatchers, where relevant.

Local Law 52 applies primarily to HVFHV services like Uber and Lyft; however, it also provides protections for drivers who receive dispatches from HVFHV services like Uber and Lyft from third party dispatchers. *See* N.Y.C. Admin. Code § 20-1281, definition of "high volume for-hire vehicle driver." DCWP must ensure that any relevant rules specify that they also cover third party dispatchers; for example, the definition of probation period should be modified to include when a driver first performs a passenger trip for an HVFHV service through a third party dispatcher. Propose Rule Amendments, § 7-901.

Conclusion

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[1] Inexplicably, the proposed rule language also requires the redaction of a *driver's* personally identifying information in the deactivation information packet, which is sent to the driver following a deactivation. Proposed Rule Amendments, § 7-909(a)(2)(iii)(1). It is not clear why this would be necessary.

Local Law 52 already provides a process that balances the due process needs of drivers with the need to protect public safety; while we call on Uber and Lyft to withdraw their challenge and allow drivers the dignity of job security and protections of due process, it is imperative that, simultaneously, DCWP not hollow out the protections of Local Law 52.

Thank you for your time and consideration in this matter.

Respectfully submitted,

/s/ Allison Langley
Staff Attorney
New York Taxi Workers Alliance

Written Testimony: Andrew Greenblatt, Policy Director
Independent Drivers Guild (IDG)
Before the Department of Consumer and Worker Protection
Hearing on Proposed Rules Implementing Local Law 52 of 2026

August 5, 2026

Good morning, Commissioner and members of the Department of Consumer and Worker Protection. My name is Andrew Greenblatt, and I am the Policy Director of the Independent Drivers Guild. We represent over 140,000 for-hire vehicle drivers across New York.

I am testifying today on two issues. The first is a single, critical flaw in these proposed rules—a provision that threatens to reduce a landmark worker protection to an empty administrative promise.

Under proposed Section 7-908, drivers who were deactivated over the past six years are granted the right to petition Uber and Lyft for reinstatement. If the company refuses, the driver receives a Deactivation Information Packet and is directed that they may file a complaint with the DCWP.

However, embedded within these rules is a deeply troubling assertion: the DCWP takes the position that upon receiving a driver's complaint, the agency is under *no obligation whatsoever* to take action on it.

This is not worker protection. It is administrative theater.

Giving a worker the "right" to fill out a complaint form that an agency intends to ignore is worthless. I can not believe that when the New York City Council passed Local Law 52, councilmembers intended to establish a dumping ground for drivers' grievances. They intended to give drivers a real pathway to justice. They passed this law to hold multi-billion-dollar app companies accountable and to ensure that wrongfully deactivated workers have active, agency-backed enforcement behind them.

A right to complain without agency enforcement is no right at all. We urge the Department to strike this hands-off approach and amend the proposed rules to explicitly commit the DCWP to investigating and enforcing valid driver complaints under Local

Law 52.

Second, we ask that the rules specifically protect drivers from having the public have access to accusations. These accusations are often inflammatory and false. Drivers should be protected by using the “internal identifiers” required in the law as the only information available publicly that can be connected to an individual driver.

Thank you.

American Property Casualty
Insurance Association
INSURING AMERICA apci.org

August 5, 2026

New York City
Department of Consumer and Worker Protection
42 Broadway #5
New York, NY 10004

Submitted via email to: Rulecomments@dcwp.nyc.gov.

Re: Proposed "Junk Fees" Rule

The American Property Casualty Insurance Association (APCIA)[1] appreciates the opportunity to provide comment on the Department's proposed "Rules Regarding Junk Fees" to make it a deceptive and unconscionable trade practice to "tack extra 'junk fees' [hidden or obscured fees that a business excludes from the advertised price] on to the advertised price of a good or service." While we understand and appreciate the intent of the rule, applying it to insurance products could lead to regulatory conflicts and confusion for consumers. As discussed below, we respectfully request an exemption for insurers and affiliates that are regulated by the New York Department of Financial Services (DFS), consistent with the recently adopted "Click to Cancel" Rule.

The proposed Rule defines "Mandatory fees and charges" as:

> fees or charges that must be paid in order to purchase the goods or services being advertised and include: (1) fees that are not reasonably avoidable by the consumer, and (2) any separate fees for aspects of the good or service that a reasonable person would expect to be included in the purchase of the goods or services being advertised.

It defines "Total price" in relevant part as:

[1] The American Property Casualty Insurance Association (APCIA) is the primary national trade association for home, auto, and business insurers. APCIA promotes and protects the viability of private competition for the benefit of consumers and insurers, with a legacy dating back 150 years. APCIA represents the broadest cross-section of home, auto, and business insurers of any national trade association. APCIA membership consists of over 1,200 member companies (or over 300 member groups). APCIA member companies P&C countrywide market share is 66% (total 74% commercial lines, 60% personal lines).

> the maximum total of all charges and fees that a consumer must pay, including all mandatory fees and charges …

Finally, it states in relevant part:

> It is a deceptive and unconscionable trade practice for any person to offer, display, or advertise the price of a good or service without disclosing the total price in a clear and conspicuous manner.

As a general matter, it does not appear that property/casualty insurance practices fall within the scope of the practices described in introductory materials and addressed by the proposed Rule. Property and casualty insurance rates and premiums are established through a sophisticated and heavily regulated process. Prices are not publicly offered, displayed or advertised. Rather, they are typically provided in a quote to an individual applicant or renewing insured. Coverage options with associated additional costs may be offered, and an initial estimate of cost can change depending on additional information obtained in the underwriting process. Insurance premiums are not "one size fits all" and will vary based on a policyholder's individual risk profile. Requiring one set price up front to consumers is simply not workable in the insurance context and could lead to additional confusion. Transparency already exists for insurance customers as they also receive detailed disclosure statements regarding their insurance policies and related costs. Many consumers and businesses also work with agents and brokers who are able to assist with pricing or policy-related questions.

Most significantly, virtually all material aspects of an insurer's pricing practices, as well as its interactions with individual insurance buyers, are overseen by DFS, which has broad regulatory authority over insurance marketplace activities in the state. Applying the proposed rule in the insurance context could lead to additional confusion for consumers and businesses, as well as potentially increased costs as insurers would have to adhere to new and duplicative requirements on top of what already exists in the current insurance laws and regulations.

DFS has a strong track record of enforcing the insurance laws and regulations and they take consumer protection matters seriously. In addition to the Insurance Division which regulates and supervises all insurance companies licensed or authorized to do business in New York State, DFS also maintains a robust Consumer Protection and Financial Enforcement Division that is solely designed to protect consumers and to ensure that all regulated entities under the DFS purview are operating in compliance with all relevant consumer protection laws. This includes laws already on the books which ensure that rates are not excessive, inadequate, or unfairly discriminatory.

While it does not appear that the Proposed Rule is directed or would apply to insurance pricing practices, we request that it include an explicit exemption to avoid any possible lack of clarity on the point. Notably, the recently enacted "Click to Cancel" rule provides an apt precedent by expressly exempting "any entity, or subsidiary or affiliate thereof, regulated by the Department of Financial Services." We believe the same exemption language should be included in the Junk Fees Rule prior to its adoption.

Additionally, the "Click to Cancel" Rule similarly includes an exemption for sellers and administrators of service contracts. These entities are regulated by DFS and, although it is likely that they would already fall within the broader DFS entity exemption, we would recommend a similar exemption in the proposed Junk Fees Rule to stay consistent with "Click to Cancel."

APCIA appreciates the opportunity to provide comments and concerns regarding the proposed Junk Fees Rule and its potential application to property/casualty insurance. Please do not hesitate to reach out with questions, concerns, or if additional information is needed.

Alison Cooper
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Supplementary Written Testimony of Joseph Lin
Staff Attorney, Economic Justice for Workers
Asian American Legal Defense and Education Fund

Before the New York City Department of Consumer and Worker Protection (DCWP)

Public Hearing to Comment on Proposed Rules to Implement Local Law 52 of 2026
August 5, 2026

Good morning. My name is Joseph Lin, and I am a Staff Attorney at the Asian American Legal Defense and Education Fund (AALDEF).

In the high-volume for-hire vehicle industry (HVFHV), Uber and Lyft are often the primary platforms through which drivers earn a living. As a result, permanent deactivation is not simply the loss of one job. Arbitrary deactivations shut out drivers from their livelihoods while often leaving them saddled with crushing debt incurred to purchase vehicles that Uber and Lyft require.

In our 2025 report, *Deactivated Without Cause*, AALDEF analyzed interviews with approximately 350 deactivated Uber and Lyft drivers. *Deactivated Without Cause: The Data Behind Unjust Firings of Drivers* (Oct. 2025) ("AALDEF Report"). These interviews demonstrate the need for and the importance of the protections of Local Law 52. Our comments today draw on the findings in that report.

Passed following a deliberative legislative process, Local Law 52 provides a process that balances the due process needs of drivers with the need to protect public safety. Today we call on the DCWP not to hollow out the due process protections of Local Law 52 through the Proposed Rules.

A. Proposed Rule §7-901

First, Proposed Rule §7-901 expands the definition of egregious misconduct so broadly that platforms may be able to bypass the very protections Local Law 52 was designed to guarantee. Under the proposed definition, a platform could point to an allegation of emotional or financial harm from a rider as a basis for immediate deactivation. That allegation could stem from a single complaint, including a mistaken or discriminatory complaint, despite a driver's years of experience and strong performance record. Drawing from an example in the AALDEF Report, under the proposed rule, Uber or Lyft could claim physical or emotional harm to an intoxicated passenger if a driver pulls over the car and asks her to vomit outside. Based on this one complaint, a driver could be deactivated. *See* AALDEF Report at 9 (describing a deactivation that followed a driver asking a passenger to vomit outside the driver’s car, after which the passenger seemingly filed a retaliatory complaint).

Another driver was deactivated by Uber after disgruntled passengers assaulted him and graffitied his car. The driver provided the evidence to Uber, and he was *still deactivated.* Deactivation has a human cost. For this driver, he was unable to provide for his family for eight months, during which he had no income to fix the car that the passengers destroyed. He was also unable to pay off his debt for investing in the required vehicle. AALDEF Report at 6.

The findings in the AALDEF Report challenge the assumption that deactivation is tied to poor performance. Before deactivation, more than 3/4 of drivers had ratings of at least 4.8. About 3/4 of the drivers received no prior notice explaining why they were deactivated. Without knowing the reason for the decision, they could not effectively defend themselves. Unsurprisingly, almost 90% of these drivers remained permanently deactivated despite attempting to appeal the decision with Uber or Lyft. AALDEF Report at 7-8, 10-11.

At core, the proposed rules grant Uber and Lyft excessive discretion. The City Council enacted Local Law 52’s protections because it recognized the significant imbalance of information between the companies and the drivers whose livelihoods depend on access to the platforms. The proposed rules continue to leave crucial decisions to the companies' unilateral judgment.

B. Proposed Rule §7-906(c)

We are also concerned with Proposed Rule §7-906(c), which would allow platforms to supplement deficient notices after the fact—including any time during the fifteen-day informal resolution process codified at NYC Admin. Code §20-1287. Under the proposed rule, Uber or Lyft could wait until the final day of the informal resolution period to provide an entirely new reason for a worker's deactivation. *See* Proposed Rule §7-906(c)(3). At that point, the informal process is no longer useful in helping the driver avoid being locked out of their livelihood.

Notice is meaningful only when it is provided in time for a worker to use it. If HVFHV companies include new bases for deactivation during the informal resolution process, they should not be able to supplement an initially deficient notice. Otherwise, workers will be forced to respond to shifting allegations during an ongoing process, undermining the notice requirement of Local Law 52.

Proposed Rule §7-906(c) creates the wrong incentive. Rather than encouraging complete and accurate notices at the outset, it encourages platforms to withhold information until it's too late for the worker to challenge it. If the original notice is deficient, the proper remedy is a new notice, not a retroactive correction of an inadequate one.

For example, one driver interviewed in AALDEF's report was deactivated three times. The first time, the driver was told "someone else" was driving his car, which was not true. In the other two deactivations, the driver was told his rating was low. AALDEF Report at 6.

That is why both proper notice and progressive discipline under Local Law 52 are necessary to address unjust deactivations. Workers should receive notice of concerns and an opportunity to correct mistakes before facing the most severe penalty available. This driver was not given the opportunity to take a class and improve before being completely locked out of his livelihood. Progressive discipline helps distinguish isolated allegations from genuine patterns of misconduct. It promotes fairness, accuracy, and accountability.

* * *

New York City enacted Local Law 52 because workers cannot defend themselves against allegations they cannot see, evidence they cannot refute, and decisions they do not understand.

Local Law 52 already provides a process that balances the due process needs of drivers with the need to protect the public safety. Therefore, we respectfully urge DCWP to:

- Eliminate the expansive definition of "poses an imminent danger" and broad construction in Proposed Rule §7-901.

- Amend Proposed Rule §7-906(c)(3) to require HVFHV companies to issue a new Advance Notice of Deactivation if they wish to add an additional or separate reason for deactivation during the fifteen-day informal resolution period.

Thank you.

Lyft, Inc.'s Comments on the New York City Department of Consumer and Worker Protection's Proposed Rules to Implement Provisions of Local Law 52 of 2026

Lyft, Inc. ("Lyft") submits these comments on the New York City Department of Consumer and Worker Protection's ("DCWP") *Requirements for High-Volume For-Hire Vehicle Services and Protections for Drivers* (the "Proposed Rules"), published on July 6, 2026, which purport to implement Local Law 52 of 2026 ("LL52").

As a threshold matter, Lyft objects to the Proposed Rules on the grounds that DCWP currently lacks the legal authority to promulgate such rules. LL52 has been preliminarily "enjoined in full" on constitutional grounds.[1] Accordingly, it is impermissible for DCWP to engage in this rulemaking process now, pursuant to LL52, while LL52 remains enjoined and of no force or effect.[2] Indeed, the Proposed Rules concern provisions of LL52 that are currently enjoined and may later be determined to be unconstitutional, thus rendering the rulemaking process moot. In order to best preserve the resources of DCWP and all interested stakeholders, Lyft believes that the Proposed Rules should not be considered at this time and should be revisited only once all constitutional challenges to LL52 have been fully and finally resolved.

Should DCWP continue to press forward with the rulemaking process notwithstanding the issues with LL52 addressed above, the Proposed Rules should clarify that any final rules promulgated pursuant to LL52 will only become effective only if the preliminary injunction is lifted. Likewise, all references in the Proposed Rules to July 28, 2026 (and any deadlines calculated therefrom) should be replaced with "the effective date of this regulation" which will

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1 *See* Opinion, *Lyft, Inc. v. The City of New York*, 1:26-cv-04931-GHW, ECF No. 43 at 52-53 (S.D.N.Y. July 21, 2026) ("Opinion"), attached hereto as Exhibit A.

2 *See Demetriou v. New York State Dep't of Health*, 162 N.Y.S.3d 673, 677–78 (N.Y. Sup. Ct. 2022) ("While the Commissioner may enact rules that appear to have the full force, effect, and weight of a law, those rules must be tailored, necessarily related, and attached to a law that the State Legislature has passed lest the State Legislature become completely superfluous.").

occur, if at all, only after the injunction of LL52 has been lifted. This clarification will avoid confusion among interested stakeholders, mainly drivers, as to the effect of these rules while LL52 is enjoined (and thus there can be no obligations arising from LL52).

Moreover, while Lyft appreciates DCWP providing "60 days after the final rule's effective date" to allow for implementation of certain provisions, *see* §§ 7-909(c), 7-910(d), given the complexities of the implementation of the rules, Lyft respectfully requests at least 180 days from the final rule's effective date, which is necessary for Lyft to implement the appropriate internal processes and procedures to adequately comply with the final rule's requirements, which are extensive. This added time will ensure Lyft is in the best position to comply with the rule's requirements.

As to the substance of the Proposed Rules and despite its position with respect to the effect of the constitutional challenge to LL52 on those Rules, Lyft respectfully urges DCWP to incorporate the following recommendations, set forth in more detail below. Lyft reserves all rights to provide additional comments as it continues to analyze the Proposed Rules.

I. <u>Progressive Discipline and Notice of Discipline</u>

Section 7-905(d) of the Proposed Rules appears to misinterpret Section 20-1289 of LL52, by attempting to add a 14-day notice requirement for *all* acts of progressive discipline while mandating drivers' opportunity to respond to such notice. This is not contemplated in the text of LL52 Section 20-1289 or anywhere else in LL52.

The Proposed Rules state that, "[p]ursuant to subdivision (b) of section 20-1289," an HVFHV service "must provide a Notice of Discipline to notify a driver in writing of any disciplinary measure that an HVFHV service intends to take against such driver and must provide an opportunity for the driver to respond" to each Notice of Discipline. § 7-905(d)(1).

But this is not what LL52 states, and these requirements and mandates go beyond what LL52 authorizes. The Proposed Rules further appear to create the requirement that "[w]ithin 14 days of providing a Notice of Discipline or within 14 days of any deadline to respond, whichever is later, the HVFHV service must notify the driver in writing of whether the HVFHV service has rescinded, modified or applied the disciplinary measure." § 7-905(d)(3). While unclear, this appears to establish a 14-day notice requirement for any and all disciplinary actions. To the extent this reading is consistent with DCWP's intention and interpretation of the Proposed Rules, such a requirement goes beyond LL52 and is not supported by its text. To the extent this reading is inconsistent with DCWP's intent, Lyft requests that the Proposed Rules be clarified to remove any ambiguity.

Indeed, as DCWP recognizes, *see* Proposed Rules at 3, Section 20-1289 of LL52 merely requires that an HVFHV service "maintains a written progressive discipline policy" in "a single writing" and subdivision (b) lists the information that must be included in such written policy. Most relevant here, Section 20-1289(b)(4) requires that the written policy includes information regarding the "*[p]rocedures*" that govern notifying a driver of disciplinary measures and the "*[p]rocedures*" that govern a driver's opportunity to respond to such notification.

In addition, there is no support in LL52 Section 20-1289(d) to impose a 14-day notice requirement for all acts of progressive discipline. The purpose of Section 20-1289 is to ensure that policies are "clear and specific such that a reasonable person can understand the acts and omissions that may result in deactivation or other disciplinary measures." § 20-1289(c). The Proposed Rules appear to misapply this provision of LL52 in attempting to impose additional substantive requirements on HVFHV services.

DCWP's attempt to impose a 14-day notice requirement for any disciplinary action is also inconsistent with the purpose of progressive discipline—to "provide[] for a graduated range of reasonable disciplinary measures" to correct "misconduct or failure to satisfactorily perform job duties" and thereby decrease deactivations. *See* LL52 § 20-128. Requiring 14-days notice before allowing a service to send "warnings" or mandate "further training requirements," serves no purpose. If anything, delaying a warning, additional training, or temporary exclusion from the platform by 14 days only harms drivers by allowing drivers to continue to repeat flagged conduct without correction and potentially continue to violate Lyft's Terms of Service during the notice period. Such a model was not contemplated in LL52 and DCWP would exceed its authority by promulgating such a regulation.

Finally, Sections 7-905(d)(2)(vi) ("Notice of Discipline") and 7-906(a)(2)(v) ("Advance Notice of Deactivation") establish that the respective Notices must include "how the driver may submit a response to the HVFHV service, which must include an e-mail option." Considering Lyft's pre-existing robust appeals process through its website, *see* Opinion at 8, it would be more efficient for all parties if driver responses were submitted through Lyft's website to ensure that they are appropriately triaged and expeditiously handled, rather than creating a separate email process solely for drivers in New York City. The Proposed Rules should be revised so that an email option is not required.

II. <u>Forced Disclosure of Personally Identifiable Information</u>

The Proposed Rules raise substantial safety concerns regarding disclosure of riders' personally identifiable information ("PII"). Numerous provisions of the Proposed Rules purport to require HVFHV services to disclose riders' PII to drivers yet this disclosure serves no purpose of LL52.

The legislature itself "describes [LL52] as a response to complaints of arbitrary deactivation and states that its objectives are to require just cause, provide notice, and create a process through which drivers may challenge deactivation." Opinion at 34. Those objectives are in no way furthered by requiring services to provide drivers with riders' PII. The scale of potential PII disclosure is astounding as "[t]here were more than 22 million rides by passengers in [HVFHV] services in a single month in 2026." Opinion at 37. As the Proposed Rules must acknowledge, each rider has an "interest in not having their identity disclosed in connection with [providing driver] feedback." Proposed Rules at 5.

The Proposed Rules purport to "protect against the disclosure of . . . passengers' personal information . . . to a driver in the course of the notice requirements" and "allow[] redaction or withholding of [PII] in many instances." Proposed Rules at 4-5. Lyft disagrees. The Proposed Rules require extensive disclosure of PII across four required Notices and the Deactivation Information Packet, impose a burdensome review process on the services, and allow redactions of PII only in limited circumstances, namely, where the "service reasonably believes the driver will harm such passenger."

First, Sections 7-905(d)(2)(ii) ("Notice of Discipline"), 7-906(a)(2)(i) ("Advance Notice of Deactivation"), 7-906(b)(iii) ("Final Notice of Deactivation") and 7-908(c)(1)(i) ("Prior Deactivation Notice") (and, together the "Notices") each require that the HVFHV service provide in the Notices: "the location and timing, including the trip date, start time, and end time, of any incident that forms a basis for" the written notice and the "substance of any underlying customer complaint." Similarly, Section 7-909(a)(2)(vii) requires an HVFHV service to include in the Deactivation Information Packet the "full text and date of customer comments, ratings, and complaints received regarding the driver, as well as the date and time of the associated trip." In many instances, this information will fall under Section 7-901's definition of PII. *See* §7-901

("[I]nformation that may be used on its own or with other information to identify or locate an individual, including, but not limited to: name, date of birth,. . . current or previous home address, work address, email address, or phone number.").

As a threshold matter, providing this information to a driver does not further any of LL52's objectives. Even assuming that the intention is to provide drivers with sufficient information in order to better comply with services' applicable standards and avoid disciplinary matters going forward, those objectives can be accomplished through disclosure of categorical information, such as the number and types of complaints a driver received (i.e. post-arrival cancelations, low-rider satisfaction ratings, arrival not at requested location). For that reason alone, the Proposed Rules should be revised.

Second, the review and redaction process imposes a substantial burden on HVFHV services. Before issuing each Notice and Deactivation Information Packet, the service must undergo a burdensome, timely review process to determine whether required information "may be used on its own or with other information to identify or locate an individual." This demands the services closely examine rider profiles and incident information to make factual determinations. For example, is the address in the incident report frequently used by the rider such that it may be the rider's current or previous home or work address? If PII is identified in the Deactivation Information Packet, it must be redacted pursuant to additional burdensome guidelines, such as maintaining a log of redactions and Bates numbering documents, which again serve no purpose under LL52. *See* §§ 7-909(a)(2)(vii), 7-909(b). If PII is identified in the Notices, the services must perform an additional step of analysis before riders' PII may be redacted.

Third, the services are not permitted to redact a rider's PII from the Notices *unless* the "service reasonably believes the driver will harm such passenger." § 7-910(c). Section 7-910(c) is applicable to all Notices required by the Proposed Rules. It instructs that an HVFHV service may redact information "that the service reasonably determines would allow a driver to identify a passenger" from the various Notices *only* when "such service reasonably believes the driver will harm such passenger." § 7-910(c). This standard is insufficient to protect PII from unnecessary disclosure. Moreover, the standard itself is vague, unworkable, and places an undue burden on HVFHV services. In practice, Section 7-910(c) would require Lyft to make a factual determination about whether each individual driver that receives a notice may bring harm to each individual rider listed in any such notice.

The Proposed Rules should be revised such that extensive disclosure of PII is not required in the first instance. At minimum, the Proposed Rules should be revised to remove the limiting clause in Section 7-910(c) and HVFHV services should be permitted to redact information "that the service reasonably determines would allow a driver to identify a passenger," and the redaction log requirement in Section 7-909(2)(b).

III. Recordkeeping

Lyft urges DCWP to reevaluate its recordkeeping proposals to ensure that high-volume for-hire vehicle services ("HVFHV services" or the "services") can effectively comply with DCWP's regulations considering the services' practical restraints:

First, DCWP proposes that it may issue an "order, subpoena, or other written request" to an HVFHV service "in person, by mail, or by email." § 7-904(a)(1). This should be revised to email only in order to ensure timely receipt and that the HVFHV service is not prejudiced in its ability to meet deadlines stemming from the date of service. For example, Section 7-904(a)(2) imposes a deadline on the HVFHV services to respond within 20 days "of service," yet does not define "service." While Lyft maintains that 20 days is insufficient, as discussed below, this is especially true if the date of mailing (rather than the date Lyft *receives* the request) is considered the date of service. Therefore, DCWP should specify service by email only or, in the alternative, extend all applicable deadlines to run from the date that the HVFHV service actually receives the request by other means.

Second, Lyft believes that Section 7-904(a)(2)'s requirement to "provide *all* responsive data, documents, testimony, or other information" within 20 days is not feasible given the complexities of the rule and the potential breadth and volume of requests. Lyft respectfully requests the DCWP allow 90 days to respond, especially for any data request involving multiple drivers.

Third, Section 7-904(a)(3)'s requirement that data and documents be submitted to DCWP "in their original format" or any format or layout "prescribed" by DCWP in the written request is infeasible and burdensome. On the one hand, the "original format" of years-old data may not be readable, in which case all parties would benefit from alterations. On the other, forcing Lyft to reformat data based on varying instructions in each individual request would be unduly burdensome and jeopardize Lyft's ability to comply with requirements in a timely manner. This provision as drafted also undermines the purpose of LL52 and the Proposed Rules because it prevents Lyft from adopting a standardized preservation system that would comply with the DCWP's rules for data production going forward. Lyft respectfully requests the Proposed Rules be revised to allow an HVFHV service to provide "data, documents, or other information" to the DCWP "in a reasonably shareable format."

Relatedly, Sections 7-904(a)(3) and 7-904(c) impermissibly allow DCWP to "prescribe" format or layout requirements at an unspecified later date when the text of LL52 requires that such specifications are adopted in the formal rulemaking process. Section 1288(b)(1) of LL52 states that information must be produced "in its original format or a machine-readable electronic format as *set forth in rules of the department*," requiring DCWP to detail the chosen format in this formal rulemaking process. It does not allow DCWP to, at an unspecified later date, "prescribe file format and data specifications, including field definitions, record layouts, and uniform codes, for *any* record required to be maintained or produced." *See* § 7-904(c). Nor does LL52 allow DCWP to "prescribe[]" a different required format or layout in each individual request. *See* § 7-904(a)(3). The stated purpose of the Proposed Rules is to clarify HVFHV services' obligations under LL52. *See* Proposed Rules at 1-3. Yet these provisions only muddy the recordkeeping requirements, allow DCWP to impose ever-changing standards of document production, and prevent the services from adopting uniform retention and production policies going forward. For these reasons, Lyft believes that the Proposed Rules should allow an HVFHV service to provide data, documents, or other information "in a reasonably shareable format."

Finally, Section 7-904(d)(1)(iv)(1) imposes a substantial burden on Lyft to maintain extensive records of "any discipline of a driver" for seven years. Regarding recordings, the Proposed Rules should be revised to require only preservation of recordings which are "actively downloaded and saved."

IV. Remedies

Section 7-912(c) defines backpay as "the amount a driver would have normally earned or received include[ing] tips." However, this ignores that LL52 explicitly contemplates that, in calculating backpay, DCWP "may subtract any additional amounts earned or received by such [HVFHV] driver from other work during such period." LL52 § 20-1208(c)(2). Consistent with

LL52, the Proposed Rules should be revised to make clear that in calculating any backpay owed pursuant to the statute, the amount earned by a driver from other work during the relevant time period must be subtracted.

V. Conclusion

LL52 has been enjoined by court order and thus it is both unnecessary and inefficient to proceed with this rulemaking process. Nevertheless, Lyft appreciates DCWP's consideration of these comments to the Proposed Rules. Lyft looks forward to working with DCWP to craft a workable regulatory framework in the event that LL52 becomes effective.

Exhibit A

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

--- X

UBER TECHNOLOGIES, INC., *et al.*,

Plaintiffs,

-v-

CITY OF NEW YORK,

Defendant.

--- X

1:26-cv-4893-GHW

1:26-cv-4931-GHW

MEMORANDUM OPINION & ORDER

--- X

LYFT, INC.,

Plaintiff,

-v-

CITY OF NEW YORK,

Defendant.

--- X

GREGORY H. WOODS, United States District Judge:

Approximately 87,000 Uber and Lyft drivers completed more than 22 million trips in New York City in March 2026. Each company's agreements with drivers confer broad authority over platform access, including the right to deactivate a driver without advance notice. Uber and Lyft use that authority to police the safety of their platforms and their passengers. A statute recently passed by the New York City Council—Law 52 of 2026—deprives Uber and Lyft of those contractual rights. Under the Law, Uber and Lyft may deactivate drivers only for specified reasons, and they cannot do so unless they follow procedures prescribed by the City.

The City Council enacted the Law to protect drivers from wrongful deactivations. But the record does not establish that wrongful deactivation is a problem that affects more than a narrow group. Uber, for example, deactivates approximately one percent of its New York drivers each year, and permanent deactivations number in the hundreds among a workforce of tens of thousands. The record documents hardships that wrongful deactivation imposes on drivers but does not estimate how many deactivations were wrongful. The record does not establish that the group likely to require its protections is large in the context of the public served by the City Council.

And the record shows that the City Council did not consider the Law's effects on the broader citizenry of New York City, such as passengers and pedestrians—groups whose safety depends in part on swift deactivation of drivers accused of assault, fraud, or dangerous conduct. Nor did the City consider whether the cost of compliance with the Law would result in increased costs for the millions of monthly users of Uber and Lyft's services.

Uber and Lyft contend that Local Law 52 violates the Contracts Clause and other provisions of the Constitution, and each seeks a preliminary injunction preventing enforcement of the Law before it takes effect. On this record, because Uber and Lyft are likely to succeed in showing that the Law protects a narrow class of drivers and does not advance the broader social or economic interest which the Constitution requires to permit the severe impairment of their contracts, Plaintiffs' motions for a preliminary injunction are granted.

I. BACKGROUND

A. Plaintiffs

Plaintiffs Uber Technologies, Inc. and Uber USA, LLC (together, "Uber") and Plaintiff Lyft, Inc. ("Lyft," and together with Uber, "Plaintiffs") operate technology platforms that connect drivers who provide for-hire transportation to riders who request it. Uber Dkt. No. 11 ("Perl Decl.") ¶¶ 5–6; Lyft Dkt. No. 9 ("Castleman Decl.") ¶ 2. As of March 2026, there were approximately 111,800 taxi and for-hire vehicle drivers in New York City, 87,207 of which were high-volume for-hire vehicle service drivers.[1] Uber Dkt. No. 28 ("Opp.") at 44. In March 2026, Uber and Lyft drivers completed more than 22 million of the 28 million trips taken in New York City by taxi and for-hire vehicle drivers. *Id.*

Uber launched its platform in New York City in 2011, and Lyft began operating there in 2014. Perl Decl. ¶ 5; Castleman Decl. ¶ 2. More than 100,000 trips are made available to New York City drivers through Uber each day. Perl Decl. ¶ 6. Drivers on both platforms are independent contractors. Perl Decl., Ex. 1 ("PAA") § 1.1(a); TSA § 13.1; Castleman Decl., Ex. E ("TOS") § 20. They decide when, where, and whether to offer rides; which trip requests to accept; and whether to work simultaneously for other platforms or maintain outside employment. Perl Decl. ¶ 19; PAA § 1.1(b). Drivers in New York City must hold an active Taxi and Limousine Commission ("TLC") for-hire driver's license to access either platform. Castleman Decl. ¶ 4. Deactivation from either platform does not affect a driver's TLC license; a deactivated driver remains free to work for other rideshare platforms, traditional car services, or elsewhere. Perl Decl. ¶ 19. Each platform requires every driver to agree to the platform's terms as a precondition of access, and drivers may terminate their agreements at any time upon advance written notice. PAA § 5.2; TOS § 16(a).

B. Uber's Existing Deactivation Framework

Since January 1, 2022, Uber and each driver have entered into the Platform Access Agreement ("PAA"). Perl Decl. ¶ 8. From December 10, 2015 through January 5, 2020, Uber's agreements with drivers were governed by the Technology Services Agreement, and from January 6, 2020 through January 1, 2022, they were governed by an earlier version of the Platform Access Agreement. Perl Decl. ¶¶ 13–15, Ex. 3 ("TSA"). Those prior agreements afforded Uber

[1] A "high-volume for-hire service" means an entity operating under a common brand "utilizing software that allows a passenger or prospective passenger to arrange for transportation using a passenger-facing booking tool, including a smartphone or other electronic device, and that dispatches, or facilitates the dispatching of, 10,000 or more trips in the city in one day." *See* Admin. Code § 19-502 (gg). At oral argument, the City represented that Uber and Lyft are the only high-volume for-hire vehicle services in New York City. July 16, 2026 Hearing Tr. at 67:7–13.

substantially the same deactivation rights as the current PAA. Perl Decl. ¶¶ 14–15; TSA §§ 2.4, 12.2.

The PAA, together with the Uber Community Guidelines and other incorporated policies and standards, constitutes the parties' "Agreement." PAA at 1. The PAA incorporates Uber's Community Guidelines and other applicable standards and policies, including safety and accessibility policies, into the parties' agreement. *Id.* The Community Guidelines prohibit conduct involving physical contact, threatening or rude behavior, discrimination, fraud, unsafe driving, account sharing, and other misuse of the platform. Perl Decl., Ex. 2 at 2–4, 6, 10. By accepting the Agreement, each driver consents to Uber's deactivation rights. PAA § 5.3.

The PAA specifies each party's right to end the relationship. A driver may terminate "without cause at any time upon seven (7) days' prior written notice to Uber" or "immediately, without notice for Uber's violation or alleged violation of a material provision of this Agreement." PAA § 5.2. Uber's deactivation right is set forth in Section 5.3 of the PAA:

> You consent to and we may temporarily deactivate your account without notice to investigate whether you have engaged in, or your account has been used in, activity that is deceptive, fraudulent, unsafe, illegal, harmful to our brand, business or reputation, or that violates this Agreement (including the policies incorporated herein by reference) (any of the foregoing, a 'Material Breach or Violation'). You also consent to and we may terminate this Agreement or permanently deactivate your account without notice if we determine in our discretion that a Material Breach or Violation has occurred.

PAA § 5.3.

Uber's agreements contained comparable provisions throughout the period reached by Local Law 52's retrospective provisions. Perl Decl. ¶¶ 13–15. From December 10, 2015 through January 5, 2020, Uber's Technology Services Agreement provided that Uber could "deactivate or otherwise restrict" a driver's access for an actual or alleged violation of the agreement, conduct that harmed Uber's brand, reputation, or business as determined in Uber's sole discretion, or a driver's failure to satisfy applicable law or Uber's standards and policies. TSA §§ 2.4, 12.2. An earlier version of the PAA, in effect from January 6, 2020 through January 1, 2022, contained the same termination and deactivation provisions as the current PAA. Perl Decl. ¶ 15. Uber characterizes the PAA's deactivation and termination provisions as "central to the Agreement and Uber's willingness to enter into it" because Uber has to "balance competing interests, including maintaining driver access to its platform, fairness, and safe and high-quality experiences for riders, and its own financial interests—for example, against liability or fraud." *Id.* ¶ 16.

Uber deactivates approximately one percent of New York driver accounts each year. *Id.* ¶ 17. At a September 27, 2024 hearing before the City Council's Committee on Transportation and Infrastructure concerning the proposed deactivation legislation, Uber's representative testified that permanent deactivations numbered "in the hundreds, not in the thousands." Riggs Decl., Ex. F ("Sept. 2024 Hearing Tr.") at 172:7–10. Uber also states that more than 12,000 drivers have been deactivated since 2019. Perl Decl. ¶ 31. The record does not provide a combined annual deactivation count for Uber and Lyft or a separate annual count for Lyft.

Uber reports that safety issues accounted for more than half of its New York City driver deactivations in 2025, and that safety and fraud—including identity and document fraud—together accounted for more than ninety-two percent. *Id.* ¶ 18. Safety-related deactivations include dangerous driving and serious incidents such as physical or sexual assault and intoxicated driving. Freivogel Decl. ¶¶ 18, 22. For safety-related reports, Uber does not deactivate a driver without human review, and no deactivation through Uber's Safety team is based solely on an automated system. *Id.* ¶ 15. In most situations, Uber notifies the driver of the date of the relevant trip and the general nature of the allegation, but does not disclose the reporting rider's name, personally identifiable information, or the verbatim text of the complaint. *Id.* ¶¶ 28, 30–31. For serious incidents, including alleged sexual assault, Uber provides more limited information to reduce the risk that drivers could identify and potentially retaliate against reporting riders. *Id.* ¶¶ 31–32. Uber similarly provides only limited information to drivers deactivated for identity or economic fraud because revealing how Uber detected the fraud could help fraudsters evade detection in the future. Uber Dkt. No. 9 ("De Coning Decl.") ¶¶ 20–21; Uber Dkt. No. 10 ("Jarzabek Decl.") ¶¶ 11–13.

When Uber receives a serious safety allegation, such as a report of sexual assault, it temporarily restricts the driver's account pending investigation. Freivogel Decl. ¶ 18. For serious incidents, Uber may deactivate the driver based on a single rider report even absent a definitive factual conclusion, because being identified as having committed a serious safety incident violates Uber's standards. *Id.* ¶ 21. Once Uber decides to permanently deactivate a driver, it acts immediately, and the driver loses platform access at the moment of deactivation. *Id.* ¶ 37. Uber explains that permitting a driver to remain on the platform after a deactivation decision—with knowledge that deactivation is imminent—creates a risk that the driver will harm additional riders or commit further fraud. *Id.* ¶¶ 38–39; Jarzabek Decl. ¶¶ 16–17.

Uber maintains an internal "Review Center" through which most deactivated drivers may seek review by a specialized team; more than eighty percent of New York City drivers deactivated in 2025 chose to appeal, and reactivations occur. Perl Decl. ¶ 22. Since 2016, drivers in the City have also had access to an independent appeals process through the Independent Drivers Guild ("IDG"),[2] under which drivers are represented by trained advocates and cases are ultimately decided by worker panels administered by a third-party arbitrator. *Id.* ¶ 26.

C. Lyft's Existing Deactivation Framework

Lyft and its drivers are governed by the Lyft Terms of Service ("TOS"), last updated February 9, 2026, together with incorporated guidelines, policies, and addenda (collectively, the "Lyft Agreement"). Castleman Decl. ¶ 7; TOS. The deactivation terms embedded in the Lyft Agreement—codified in Section 16 of the TOS, incorporating Sections 9 and 10—have remained

[2] The Independent Drivers Guild ("IDG") describes itself as a nonprofit affiliate of the International Association of Machinists and Aerospace Workers that represents for-hire vehicle drivers. Sept. 2024 Written Test. at 46–47.

substantively similar since 2019. Castleman Decl. ¶ 8, Ex. F ("Aug. 26, 2019 TOS"). Like Uber, Lyft requires drivers and riders to comply with Community Guidelines that direct all users to "put safety first" and make clear that violations may result in permanent removal from the platform. Castleman Decl. ¶ 6, Ex. D.

Section 9 of the TOS enumerates "restricted activities" with which drivers agree not to engage. They include prohibitions on stalking, harassment, threats, and carrying weapons, violation of applicable law, fraudulent or harassing conduct on the platform, impersonation and identity manipulation, discrimination and sexual harassment, and conduct undermining the operability of Lyft's platform. TOS § 9. Section 10 requires drivers to represent that they are properly licensed, competent, and insured, and provides, among other things, that drivers will not "attempt to defraud Lyft or Riders on the Lyft Platform." TOS § 10(f).

Section 16 of the TOS governs termination and deactivation and provides in relevant part:

> This Agreement may be terminated: (a) by User, without cause, upon seven (7) days' prior written notice to Lyft; or (b) by either party immediately, without notice, upon the other party's material breach of this Agreement, including but not limited to any breach of Section 9 or breach of Section 10(a)-(i) of this Agreement. In addition, Lyft may terminate this Agreement or deactivate your User account or cease offering or deny access to Lyft services or any portion thereof immediately in the event: (1) you are no longer eligible to qualify as a User; (2) you no longer qualify to provide Rideshare Services or to operate the approved vehicle under applicable law, rule, permit, ordinance or regulation; (3) you fall below Lyft's star rating threshold; or (4) Lyft has the good faith belief that such action is necessary to protect the safety of the Lyft community or third parties, provided that in the event of a deactivation pursuant to (1)-(4) above, you will be given notice of the potential or actual deactivation and an opportunity to attempt to cure the issue to Lyft's reasonable satisfaction prior to Lyft permanently terminating the Agreement. For all other breaches of this Agreement, you will be provided notice and an opportunity to cure the breach. If the breach is cured in a timely manner and to Lyft's satisfaction, this Agreement will not be permanently terminated.

TOS § 16. The Deactivation Terms draw a material distinction between two categories of violation. For breaches of Sections 9 and 10(a)–(i)—including stalking, sexual assault, discrimination, fraud, and conduct undermining the platform—either party may terminate the Lyft Agreement immediately and without notice. *Id.* § 16(b). For four additional circumstances in Section 16—ineligibility as a user, failure to qualify under applicable law, falling below Lyft's rating threshold, or a good faith belief that deactivation is necessary for community safety—Lyft may act immediately but must provide notice and an opportunity to cure before any deactivation becomes permanent. *Id.* § 16(1)–(4). For all other breaches of the Lyft Agreement, notice and an opportunity to cure are required, and if the driver cures the deficiency, the Lyft Agreement is not permanently terminated. *Id.* § 16; Castleman Decl. ¶ 9.

For potential violations related to safety incidents, Lyft first places the driver's account on a temporary hold while it investigates. Castleman Decl. ¶ 13. Lyft notifies the driver of the hold and requests relevant information; both the rider and driver may submit evidence, including audio and video recordings, photos, and police reports and either may speak by phone with Lyft's investigating agents. *Id.* ¶ 14. Once the investigation is complete, Lyft notifies the driver of the final decision: either that the allegations were unsubstantiated, that a warning was warranted, or that the driver's account would be permanently deactivated. *Id.* More than seventy percent of driver account holds are resolved within 24 hours. *Id.* ¶ 17.

Permanently deactivated drivers may appeal to Lyft safety agents who were not involved in the underlying investigation and deactivation, submitting additional or newly available information such as dash-cam footage, photos, videos, and police reports. *Id.* ¶ 15, Ex. G. Drivers may also pursue claims through binding arbitration under Section 17 of the TOS. Castleman Decl. ¶ 16; TOS § 17. Lyft drivers who are IDG members may also use a separate appeal process established by Lyft and the IDG, which provides IDG support, an opportunity for informal resolution before a hearing, and an appeal to a neutral third-party arbitrator at Lyft's expense. Lyft Dkt. No. 8 ("Drylewski Decl."), Ex. 4 at 3.

Lyft describes its deactivation terms as "embody[ing] Lyft's careful balancing of public, driver, and rider safety with driver access to the platform," enabling Lyft to "intervene swiftly to deactivate drivers who pose a risk to public and rider safety" while affording drivers "notice, an opportunity to submit information, and a process to appeal deactivations that they believe are not fair or justified." Castleman Decl. ¶ 18; Lyft Brief at 5.

D. The Enactment of Local Law 52

In June 2023, the City Council introduced Int. No. 1078 of 2023, prompted in part by news reporting about passengers submitting false complaints to obtain ride refunds and by driver complaints about arbitrary deactivations. Uber Dkt. No. 26 ("Riggs Decl."), Ex. B, Ex. J ("Dec. 2025 Comm. Rep.") at 10–11. Int. No. 1078 did not advance, but its successor, Int. No. 276 of 2024, was introduced on February 28, 2024 by Council Member Shekar Krishnan. Opp. at 4; Riggs Decl., Ex. C. Int. No. 276 would have prohibited high-volume for-hire vehicle services ("vehicle services") from deactivating drivers except for just cause or a bona fide economic reason, required an informal resolution process, and imposed advance notice and progressive discipline requirements, with exceptions for immediate deactivation in cases of imminent safety concern. Riggs Decl., Ex. C; Opp. at 4; Dec. 2025 Comm. Rep. at 10–11.

In connection with committee hearings and the preparation of committee reports, the Council considered several surveys and studies regarding the experiences of vehicle service drivers in New York City and elsewhere. A February 2023 survey of for-hire vehicle drivers in California by the Asian Law Caucus reported that two out of three drivers surveyed had experienced discrimination, sexual harassment, or other forms of misconduct or customer bias while driving for vehicle services; that half of those who faced racial discrimination from a customer were also reported to the platform by that same customer; and that nearly all deactivated drivers in the survey suffered material hardship, with eighteen percent losing their vehicles and twelve percent losing their homes. Dec. 2025 Comm. Rep. at 8–9.

A 2024 TLC survey of New York City drivers found that ninety-one percent were born outside the United States, eighty-six percent were non-white, eighty percent relied on driving as their sole source of income, and sixty-six percent were still paying off their vehicles. Dec. 2025 Comm. Rep. at 5–6. Median car payments for vehicle-owning drivers ranged from $735 to $950 per month, with median insurance costs of $379 to $396 per month—expenses that continue to accrue during any period of deactivation. *Id.*

An October 2025 report by the Asian American Legal Defense and Education Fund ("AALDEF"), analyzing 2025 data collected by the New York Taxi Workers Alliance ("NYTWA"),[3] found that most of the deactivated drivers surveyed were "long-time, high-performing drivers with high ratings and no record of misconduct, and were deactivated without prior notice based on vague allegations of 'customer complaints.'" Dec. 2025 Comm. Rep. at 10. The report further found that seventy percent of Uber drivers and seventy-six percent of Lyft drivers surveyed received no notice before deactivation; that sixty-four percent of Uber drivers and seventy-five percent of Lyft drivers deactivated based on multiple complaints were not informed of earlier complaints before being deactivated; and that the most commonly reported consequences of deactivation were an inability to pay rent or afford groceries. *Id.*

On September 27, 2024, the City Council's Committee on Transportation and Infrastructure held a public hearing on Int. No. 276, receiving oral and written testimony from drivers, advocacy organizations, and the FHV services. Sept. 2024 Hearing Tr.; Ex. G ("Sept. 2024 Written Test."). NYTWA, which represents approximately 28,000 driver members, testified that more than 2,000 drivers annually seek its assistance with deactivations. Sept. 2024 Hearing Tr. at 56:20–57:4. The National Employment Law Project ("NELP") submitted written testimony highlighting the contrast

[3] NYTWA is a union of more than 28,000 New York City taxicab drivers, "representing yellow cab drivers, green car, and black car drivers, including drivers for Uber and Lyft." Drylewski Decl., Ex. 9 at 4.

between drivers' situation and the protections available to licensed taxicab drivers, who can contest TLC license revocation proceedings through an OATH administrative hearing at which TLC bears the burden of proof. Sept. 2024 Written Test. at 13–16. Legal Services NYC characterized Uber's existing appeals process as an "Uber-controlled process" that "resembles the grievance process provided by many other companies where the corporation ultimately makes the decision not a third-party." *Id.* at 51–52. Individual drivers testified about specific deactivations they regarded as unjust, including deactivations following a rider's demand for an unscheduled stop, a rider's demand that the driver make an illegal U-turn, or a false accusation of driving under the influence; one driver testified that she was deactivated after being physically and verbally assaulted by a passenger. Opp. at 9. Several drivers testified that they still do not know the reason for their deactivation. *Id.*

Uber and Lyft each testified in opposition. Lyft's representative stated that the then-proposed fifteen-day notice requirement for all deactivations would "create serious safety hazards for users of the Lyft platform and the public as a whole" and "would make it impossible for Lyft to comply with conflicting regulations that call for drivers to be deactivated immediately." Dec. 2025 Comm. Rep. at 11. Lyft's representative also expressed concern that disclosure requirements would force victims of serious misconduct to relive traumatic experiences. *Id.* Uber's representative, Josh Gold, stated that Uber agreed with the general principle of providing notices, warnings, and opportunities for improvement "for 99 percent of deactivations," but opposed any requirement in "egregious situations" that could "put a future rider in jeopardy." Sept. 2024 Hearing Tr. at 168:24–169:7. Gold also acknowledged that Uber had "worked in other jurisdictions to figure out better deactivation policies" and that deactivation processes in 2018 and 2019 "were not great." *Id.* at 178:19–179:7, 181. Uber's principal requests were that the bill narrow the notice period from fifteen to three days for most deactivations and that the definition of "egregious misconduct" be broadened. Dec. 2025 Comm. Rep. at 11–12.

With respect to appealable deactivations, IDG reported that it had represented approximately 20,000 drivers in the City during the preceding five years, including 4,800 cases in 2024, and had obtained reinstatement for ninety percent of the drivers it represented. Dec. 2025 Comm. Rep. at 7–8. However, nearly half of the drivers were deactivated "because their rating dropped below 4.75 out of 5.0" and "those drivers are back to work, as of right, as soon as they present their certificate of completion through our online platform." Sept. 2024 Written Test. at 47. The report noted that certain deactivations, including those involving criminal activity and physical or sexual altercations, were not eligible for Uber's IDG appeal process. *Id.* at 7. The Committee stated that the reinstatement rate suggested that "a significant number of deactivations either do not stand up to closer scrutiny or could be quickly resolved upon opening a line of communication between the FHV drivers and the FHV services." *Id.* at 8. The report did not distinguish between those two explanations, and the legislative record does not otherwise quantify the number of deactivations determined to have been wrongful.

Between September 27, 2024 and December 10, 2025, Committee staff engaged further with the vehicle services and organizations representing vulnerable passenger populations, principally to address concerns about the absence of a statutory definition of "egregious misconduct." *Id.* at 12. The result was Int. No. 276-A, introduced on December 18, 2025. Riggs Decl., Ex. H.

The amended bill incorporated a number of changes responsive to the vehicle services' concerns as expressed during the legislative process. "Egregious misconduct" was defined to mean "conduct that poses an imminent danger to other persons, including but not limited to violence, threats to engage in violence, sexual harassment, or sexual assault" or "discrimination in violation of federal, state, or local law." Dec. 2025 Comm. Rep. at 13. The Council declined to adopt Uber's broader proposed definition on the ground that it would be "over-inclusive and could include behavior such as the failure to properly signal a turn." *Id.* Account sharing and "a pattern of repeated fraudulent behavior" were added to the list of circumstances in which advance notice is not required. *Id.* Deactivations required by law or rule were excluded from the general prohibition. *Id.* The bill removed a proposed New York City Department of Consumer and Worker Protection ("DCWP")-run arbitration process and replaced it with an informal resolution process administered through each service's own electronic communications system, with drivers permitted to be represented throughout. *Id.* The data that services must produce to deactivated drivers was narrowed, and redaction of passengers' personally identifiable information was made mandatory. *Id.* at 13–14. The definition of "deactivation" was amended to allow up to 168 hours of temporary access restriction per year without triggering the law's full requirements, and language requiring consideration of exculpatory evidence was added. *Id.* at 14. Several requests from the vehicle services were not accommodated: Uber's request for TLC rather than DCWP oversight; Uber's request to limit the bill to deactivations lasting 30 days or more; and both services' requests for a standard of justification more deferential than preponderance of the evidence. *Id.* at 14–15.

The Committee voted in favor of Int. No. 276-A on December 18, 2025. Riggs Decl., Ex. K ("Dec. 2025 Hearing Tr."). At that hearing, Council Member Krishnan—the bill's primary sponsor, who had introduced the prior bill with substantially more stringent limitations—stated that "[t]he current system allows Uber and Lyft to upend drivers' lives in exchange for their own profits," described the legislation as "starting a nationwide movement to end unfair firings of app-based drivers," and characterized it as "setting an important national precedent" in "giving labor more power and holding megacorporations accountable." *Id.* at 5–6. The full Council voted to pass Int. No. 276-A later that day. Riggs Decl., Ex. L ("Dec. 2025 Stated Meeting Tr."). At that meeting, Council Member Krishnan stated that "[n]o longer are Uber and Lyft the judge, jury, and prosecutor in these cases." *Id.* at 61:13–15.

On December 31, 2025, Mayor Eric Adams vetoed Int. No. 276-A, citing concerns that it would "second-guess business decisions regarding independent contractors," "create regulatory confusion," and come "with a high cost." Riggs Decl., Ex. M. The Mayor's Office of Management and Budget had estimated that the bill would require a new compliance division of approximately 170 staff at an annual cost of approximately $23 million to process an assumed volume of approximately 2,000 cases per year, and one committee member cited that fiscal impact in explaining her vote against the bill. *Id.*; Dec. 2025 Hearing Tr. at 9.

On January 28, 2026, the Committee on Transportation and Infrastructure convened to consider an override. Riggs Decl., Ex. N ("Jan. 2026 Hearing Tr."). Committee Chair Shaun Abreu described the legislation as addressing situations in which drivers "can find themselves deactivated with little warning and limited explanation, effectively losing their income overnight," while recognizing that "platforms and the City have a responsibility to protect passengers and the public and to take swift action when there are credible allegations of violence, harassment, fraud, or other serious misconduct." *Id.* at 4. Council Member Krishnan described the occasion as "a historic day for drivers across this city and workers across the country," stating that before the Council's December passage, Uber and Lyft drivers had been "fired by billion-dollar companies, with no notice, no process, and no ability even to contact the companies that hired them after they were fired, to understand why they were fired, and to challenge it when it was wrongful." *Id.* at 7. On January 29, 2026, the Council voted to override the Mayor's veto, and Local Law 52 was enacted. Riggs Decl., Ex. A ("Local Law 52") at 28.

E. Local Law 52

Local Law 52 amends Title 20, Chapter 12 of the Administrative Code to extend existing workplace protection enforcement tools to high-volume for-hire vehicle service drivers and adds a new Subchapter 8 (Admin. Code §§ 20-1281–20-1290) establishing substantive protections and procedures. Local Law 52 § 9; Opp. at 12. The Law will take effect 180 days after it became law—

July 28, 2026. Local Law 52 § 10.

Section 1 extends Chapter 12's existing anti-retaliation protection to high-volume for-hire vehicle drivers. It provides that "[n]o person shall take any adverse action" against a driver that "penalizes" the driver for, or "is reasonably likely to deter" the driver from, "exercising or attempting to exercise any right protected under this chapter." Admin. Code § 20-1204(a). An adverse action includes "threatening, intimidating, disciplining, discharging, demoting, suspending or harassing" a driver, reducing the driver's hours or pay, informing another vehicle service that the driver engaged in protected activity, and discriminating against the driver, including based on perceived immigration status or work authorization. *Id.* A driver "need not explicitly refer to this chapter or the rights enumerated herein to be protected from retaliation." *Id.*

Under the law, a "deactivation" is "(i) an indefinite or permanent discharge, termination, or layoff of a high-volume for-hire vehicle driver; or (ii) a revocation or restriction of a high-volume for-hire vehicle driver's authorization to accept trips on a driver platform that is either continuously in effect for at least 72 hours or consists of multiple periods of revocation or restriction that total at least 168 hours within a 1-year period." Admin. Code § 20-1281.

Section 20-1282(a) states the core provision: a vehicle service "shall not deactivate a high-volume for-hire vehicle driver after such high-volume for-hire vehicle driver's probation period with such service except for just cause, for a bona fide economic reason, as described in section 20-1284, or where federal, state, or local law or rule requires such high-volume for-hire vehicle service to deactivate such high-volume for-hire vehicle driver." *Id.* § 20-1282(a). The Law does not apply to deactivations during the driver's initial 30-day probation period. *Id.* §§ 20-1281, 20-1290(1).

"Just cause" means the driver "engaged in egregious misconduct, failed to satisfactorily perform their job duties, or engaged in any other misconduct that is demonstrably and materially harmful to the high-volume for-hire vehicle service's legitimate business interests." *Id.* § 20-1281.

"Egregious misconduct" means "(i) conduct that poses an imminent danger to other persons, including but not limited to violence, threats to engage in violence, sexual harassment, or sexual assault or (ii) discrimination in violation of federal, state, or local law." *Id.*

Section 20-1282(b) directs a factfinder deciding whether a deactivation was for "just cause" to consider seven factors, "in addition to any other relevant factors": (1) whether the driver knew or should have known of the policy, rule, or practice that forms a basis for deactivation and knew or should have known of the potential consequences for the violation; (2) whether the policy, rule, or practice that forms a basis for deactivation is "reasonably related to safe and efficient" vehicle service operations; (3) whether the vehicle service "provided relevant and adequate training" to the driver; (4) whether the policy, rule or practice that forms a basis for the deactivation, including the utilization of progressive discipline, was "reasonable and applied consistently"; (5) whether the vehicle service "undertook a fair and objective investigation" into the driver's job performance, as well as their misconduct or failure; (6) whether deactivation is a "reasonable response" to the driver's job performance as well as their misconduct or failure to satisfactorily perform job duties and "accounts for any mitigating circumstances, including but not limited to [the driver's] past work history"; and (7) whether the driver "violated the policy, rule or practice or engaged in any misconduct or failure to satisfactorily perform job duties" that forms a basis for progressive discipline or such deactivation." *Id.* § 20-1282(b).

Local Law 52 does not designate a single factfinder; instead, the factfinder for a driver's challenge depends on the forum in which Uber and Lyft are called upon to justify any deactivation. A driver may file an administrative complaint with the Department of Consumer and Worker Protection ("DCWP"), which investigates the complaint "if resources permit" and, upon finding a violation, orders the prescribed administrative relief. *Id.* §§ 20-1207(b), 20-1208(c). Alternatively, a driver may bring a private action in "any court of competent jurisdiction" without first filing a complaint with DCWP. *Id.* § 20-1211(a), (e)(2). The City acknowledged during oral argument that drivers would be required to arbitrate such claims if required by the arbitration provisions in Uber and Lyft's agreements. July 16, 2026 Hearing Tr. at 61:2–7.

Under the statute, except where deactivation is for alleged egregious misconduct, a deactivation cannot be found to have been based on just cause unless the vehicle service demonstrates both that it utilized progressive discipline within the year preceding the deactivation and that it maintained a written progressive discipline policy that had been provided to the driver. *Id.* § 20-1282(c). "Progressive discipline" means "a disciplinary system that provides for a graduated range of reasonable disciplinary measures, including but not limited to warnings and further training requirements, in response to a high-volume for-hire vehicle driver's misconduct or failure to satisfactorily perform job duties for a high-volume for-hire vehicle service, with the type of disciplinary measure varying based on the frequency and degree of such misconduct or failure." *Id.* § 20-1281.

Except in specified circumstances, a service must provide a driver with advance notice of an impending deactivation fourteen days before it takes effect. The notice must state "all the precise and detailed reasons" for the deactivation and the effective date, and must inform the driver of the right to challenge the deactivation, how to initiate the informal resolution process, the opportunity to submit evidence, the right to file a DCWP complaint or bring a private action, and the availability of unemployment insurance. *Id.* § 20-1282(d). Advance notice is not required where deactivation is for egregious misconduct, account sharing, or "a pattern of repeated fraudulent behavior." *Id.* In those cases, the service must instead provide written notice within five days of deactivation containing the same informational elements. *Id.* § 20-1282(e). Where a deactivation is for a bona fide economic reason, 120 days' advance notice is required. *Id.* §§ 20-1282(d)(i), 20-1284(a). Section 20-1282(f) provides that the requirements of Section 20-1282 "shall not apply to any deactivation that occurred prior to the effective date of the local law that added this section." *Id.* § 20-1282(f).

Section 20-1283 governs "prior deactivations," which are deactivations "that occurred during the 7 years prior to the effective date of the local law," meaning on or after July 28, 2019. *Id.* § 20-1281. Within one year after Local Law 52 takes effect, a driver who was subject to a prior deactivation may petition the service for reinstatement or restoration of platform access. *Id.* § 20-1283(a). Within 30 days after receiving the petition, the vehicle service must reinstate or restore the driver's platform access unless the prior deactivation was for just cause, was for a bona fide economic reason, was required by law or rule, or occurred during the driver's probation period. *Id.* If the vehicle service declines to reinstate the driver, it must provide a written explanation of "all the precise and detailed reasons for such prior deactivation" and must inform the driver of available challenge rights and remedies. *Id.* § 20-1283(c).

The just cause factors applicable to prior deactivation petitions are stated in Section 20-1283(b). They overlap substantially with the prospective factors in Section 20-1282(b) but omit the prospective factors concerning adequate training and a fair and objective investigation, and add whether the service "considered any exculpatory evidence or other facts" indicating that the driver did not commit the charged conduct. *Id.* § 20-1283(b)(1)–(6).

In any proceeding alleging a violation of Sections 20-1282 or 20-1283, the service "shall bear the burden of proving just cause and bona fide economic reason . . . by a preponderance of the evidence." *Id.* § 20-1285(a). In determining whether the vehicle service had just cause for a deactivation, a factfinder "may not consider any reasons proffered by the [vehicle service]" that were not included in the five-day notice required by Section 20-1282(e) or the written explanation of a prior deactivation required by Section 20-1283(c). *Id.* § 20-1285(b). When determining damages, the factfinder may consider evidence that the driver submitted during the statutory notice, reinstatement, or informal resolution process but that the service did not timely or duly consider. *Id.*

§ 20-1285(c). A driver may also submit evidence in a proceeding that was not previously provided to the service, and "no negative inference or consequence" may result from the driver's earlier decision not to submit that evidence. *Id.*

Section 20-1288(b) requires a vehicle service to retain for three years records documenting its compliance with Subchapter 8, maintain those records in their original format, and provide them to DCWP in their original format or a machine-readable electronic format. *Id.* § 20-1288(b)(1). DCWP may adopt rules governing those records and may issue orders or subpoenas for data, documents, testimony, or other information relevant to implementing or enforcing Chapter 12, including information about data collected concerning drivers or passengers and discipline imposed on drivers. *Id.* § 20-1288(b)(1), (3). A vehicle service's failure to maintain, retain, or produce requested material relevant to a material fact alleged by DCWP in a notice of violation creates a rebuttable presumption that the fact is true. *Id.* § 20-1288(b)(2).

If DCWP finds a violation of Section 20-1282 or Section 20-1283, DCWP must order reinstatement or restoration of the driver's platform access, unless the driver waives that remedy. *Id.* § 20-1208(c)(1). For violations of Section 20-1282, DCWP must additionally order back pay equal to what the driver "would have normally earned or received" during the period of wrongful deactivation, determined based on average daily earnings over a reasonably comparable prior period and subject to specified rules concerning other earnings, mitigation, and unsubstantiated allegations of egregious misconduct. *Id.* § 20-1208(c)(2). DCWP may also award compensatory damages and other equitable and statutory relief. *Id.* § 20-1208(d).

A private right of action is also available to enforce provisions of the Law. *Id.* § 20-1211(a)(9)–(13). In a private action, the court must order reinstatement or restoration of platform access for each violation of Sections 20-1282 or 20-1283, unless the driver waives that remedy. *Id.* § 20-1211(c). The court must also award reasonable attorneys' fees and costs. *Id.* For a violation of

Section 20-1282, the court must order back pay and may also award $500, punitive damages, rescission of discipline, an order directing compliance, and other appropriate equitable relief. *Id.*

F. Procedural History

On June 9, 2026, Uber filed a complaint against the City, asserting that Local Law 52 violates the Contracts Clause, the Due Process Clause, and the First Amendment of the United States Constitution, and simultaneously moved for a preliminary injunction enjoining enforcement of the law pending resolution of the litigation. Uber Dkt. Nos. 1, 5. On June 10, 2026, Lyft filed a complaint asserting substantially similar claims and moved for a preliminary injunction the next day. Lyft Dkt. Nos. 1, 6 ("Lyft Br."). Both complaints also assert Equal Protection claims, which Plaintiffs have elected not to press at this stage. The City filed a consolidated opposition to both preliminary injunction motions on June 25, 2026. Uber Dkt. No. 28; Lyft Dkt. No. 24. Uber and Lyft filed their reply briefs on July 2, 2026. Uber Dkt. No. 37 ("Uber Reply"); Lyft Dkt. No. 32 ("Lyft Reply").

On July 16, 2026, the Court heard oral argument from Plaintiffs and the City on Plaintiffs' motions for a preliminary injunction. After the hearing, the Court ordered the parties to submit supplemental briefing on the severability of Local Law 52's provisions, including whether Section 1 and the recordkeeping provisions could remain in effect if the challenged provisions were enjoined. On July 17, 2026, the parties filed their supplemental briefs. Uber Dkt. Nos. 44–45; Lyft Dkt. No. 40. The parties filed reply briefs on July 19, 2026. Uber Dkt. Nos. 46–47, Lyft Dkt. No. 41.

II. LEGAL STANDARD

The legal standards governing preliminary injunctions and temporary restraining orders in the Second Circuit are the same. *Local 1814, Int'l Longshoremen's Ass'n v. N.Y. Shipping Ass'n*, 965 F.2d 1224, 1228–29 (2d Cir. 1992); *AFA Dispensing Grp. B.V. v. Anheuser-Busch, Inc.*, 740 F. Supp. 2d 465, 471 (S.D.N.Y. 2010). A preliminary injunction "is an extraordinary and drastic remedy, one that should not be granted unless the movant, by a clear showing, carries the burden of persuasion." *Grand River Enter. Six Nations, Ltd. v. Pryor*, 481 F.3d 60, 66 (2d Cir. 2007) (per curiam) (internal quotation marks omitted).

A plaintiff seeking a preliminary injunction to preserve the status quo "must establish that he is likely to succeed on the merits, that he is likely to suffer irreparable harm in the absence of preliminary relief, that the balance of equities tips in his favor, and that an injunction is in the public interest." *Gazzola v. Hochul*, 88 F.4th 186, 194 (2d Cir. 2023) (quoting *Winter v. Nat. Res. Def. Council, Inc.*, 555 U.S. 7, 20 (2008)). "Plaintiffs need not demonstrate a likelihood of success on the merits of every claim—rather, they need only 'show a likelihood of success on the merits of at least one of [their] claims.'" *725 Eatery Corp. v. City of New York*, 408 F. Supp. 3d 424, 459 (S.D.N.Y. 2019) (quoting *L.V.M. v. Lloyd*, 318 F. Supp. 3d 601, 618 (S.D.N.Y. 2018)).

III. DISCUSSION

A. Likelihood of Success on the Merits

Plaintiffs have demonstrated a likelihood of success on their Contracts Clause claims. The Contracts Clause of the Constitution of the United States provides that "[n]o State shall . . . pass any . . . Law impairing the Obligation of Contracts." U.S. Const. Art. I, § 10, cl. 1. "The Contracts Clause restricts the power of States to disrupt contractual arrangements." *Sveen v. Melin*, 584 U.S. 811, 818 (2018). "Although facially absolute, the Contracts Clause's prohibition 'is not the Draconian provision that its words might seem to imply.'" *Buffalo Tchrs. Fed'n v. Tobe*, 464 F.3d 362, 367–68 (2d Cir. 2006) (quoting *Allied Structural Steel Co. v. Spannaus*, 438 U.S. 234, 240 (1978)). "Rather, courts must accommodate the Contract Clause with the inherent police power of the state 'to safeguard the vital interests of its people.'" *Id.* (quoting *Home Bldg. & Loan Ass'n v. Blaisdell*, 290 U.S. 398, 434 (1934)). "[T]o determine whether a law violates the Contracts Clause, we ask (1) whether the contractual impairment is substantial, (2) whether the law serves 'a legitimate public purpose such as remedying a general social or economic problem,' and (3) whether the means chosen to accomplish that purpose are reasonable and necessary." *Conn. State Police Union v. Rovella*, 36 F.4th 54, 63 (2d Cir. 2022) (quoting *Sullivan v. Nassau Cnty. Interim Fin. Auth.*, 959 F.3d 54, 64 (2d Cir. 2020)).

As a threshold matter, the Contracts Clause reaches the agreements governing prior deactivations.[4] "States violate the Contract Clause when legislative action interferes with existing contractual relations." *Kinney v. Conn. Jud. Dep't*, 974 F.2d 313, 314 (2d Cir. 1992) (per curiam). Accordingly, "the offending statute necessarily must be enacted after the contract in question has come into effect." *Id.* at 315. The Contract Clause's protection is not limited, however, to contracts that remain executory when the legislation is enacted: "the constitution of the United States embraces all contracts, executed or executory." *See Green v. Biddle*, 21 U.S. 1, 92 (1823); *see also Home Bldg. & Loan Ass'n v. Blaisdell*, 290 U.S. 398, 429 n.8 (1934) ("Contracts, within the meaning of the clause, have been held to embrace those that are executed . . . as well as those that are executory."). Thus, the fact that Plaintiffs exercised their contractual deactivation authority before Local Law 52 was enacted does not remove the agreements governing those decisions from the Contracts Clause's protection. Those agreements came into effect before the Law, and Section 20-1283 now alters the

[4] Although the Court does not reach Plaintiffs' due process claims, it rejects the City's threshold contention that the prior deactivation provisions do not operate retroactively. A statute operates retroactively when it "attaches new legal consequences to events completed before its enactment," including by "impair[ing] rights a party possessed when [it] acted" or "impos[ing] new duties with respect to transactions already completed." *Landgraf v. USI Film Prods.*, 511 U.S. 244, 269–70, 280 (1994). Local Law 52 expressly reaches deactivations that occurred during the seven years preceding its effective date. Admin. Code § 20-1281. It permits drivers subject to those completed deactivations to petition for reinstatement and requires Plaintiffs to reinstate them unless the prior decisions satisfy the Law's newly enacted standards. *Id.* § 20-1283(a)–(b). Plaintiffs bear the burden of proving just cause or a bona fide economic reason by a preponderance of the evidence. *Id.* § 20-1285(a). The City responds that the provisions merely afford "prospective reinstatement" into "new contractual relationships" and do not alter the past deactivation or impose back pay or fines based on it. Opp. at 19, 29. But the obligation to reinstate depends on a new legal assessment of the completed deactivation under standards and a burden of proof that did not govern when the decision was made. Although reinstatement occurs prospectively, it is a new legal consequence attached to a past event. The provisions therefore operate retroactively. That conclusion does not itself establish a due process violation. Because Plaintiffs have shown a likelihood of success on their Contracts Clause claims, the Court need not decide whether the provisions' retroactive operation independently violates the Due Process Clause.

legal consequences of decisions made under them by requiring Plaintiffs to reopen prior deactivations and restore platform access unless the deactivations satisfy newly imposed statutory standards.

Plaintiffs' agreements retained operative force after deactivation because they expressly preserved liabilities and disputes arising after termination. Uber's PAA provides that, "[u]pon termination, each party will remain responsible for its respective liabilities or obligations that accrued before or as a result of such termination," and that several provisions—including the arbitration provision—"shall survive any termination or expiration of this Agreement." PAA § 5.4; *see id.* § 14. Lyft's terms are more explicit: "This Arbitration Agreement survives after the Agreement terminates or your relationship with Lyft ends." TOS § 17(a). That provision governs disputes "whether based on past, present, or future events," including disputes concerning "the threatened or actual suspension, deactivation or termination" of a user account or agreement and "breach of any express or implied contract or covenant." *Id.* These provisions confirm that a deactivation—or even termination of the parties' relationship—does not extinguish the agreements' legal effect as to liabilities and disputes arising from the deactivation.

Section 20-1283 operates directly on those contractual rights. It requires Plaintiffs to revisit their prior exercises of contractually conferred deactivation authority and to restore platform access unless they can justify the deactivations under standards imposed only after the decisions were made. The provision therefore does not merely regulate any new relationship that may arise between Plaintiffs and previously deactivated drivers. It requires Plaintiffs to reverse the continuing consequence of decisions made under pre-enactment agreements. Accordingly, the agreements governing prior deactivations fall within the Contracts Clause's protection.

Real Estate Board of New York does not require a different conclusion because its reference to executory agreements identified the contracts that remained subject to prospective relief. The court stated that the plaintiffs' claim was "limited to tenant-pays exclusive listing agreements executed before December 13, 2024 . . . and that remained executory beyond June 11, 2025," and that their request for an injunction was limited to agreements "still valid during the pendency of this appeal." 2026 WL 2015138, at *13. Those limitations made sense in that case because the challenged legislation regulated future performance under listing agreements—including the broker's collection of a fee when an apartment was rented—and the plaintiffs sought an injunction against that prospective application. Once an agreement expired or no relevant performance remained, an injunction could no longer protect it. Section 20-1283 operates differently because it expressly makes a completed deactivation the basis for a present obligation to reconsider the decision and restore platform access unless the deactivation satisfies newly enacted standards. *Real Estate Board* therefore did not address whether legislation may impair an executed contract by reopening completed performance and reading it to exclude executed contracts would conflict with the Supreme Court's recognition that the Contracts Clause protects executed and executory contracts alike.

1. Substantial Impairment

Plaintiffs have shown a likelihood of success in establishing that Local Law 52 substantially impairs their contracts with drivers. In assessing the substantiality of an impairment, courts "consider 'the extent to which the law undermines the contractual bargain, interferes with a party's reasonable expectations, and prevents the party from safeguarding or reinstating his rights.'" *Melendez v. City of New York*, 16 F.4th 992, 1033 (2d Cir. 2021) (quoting *Sveen*, 584 U.S. at 819).

i. Undermines the Contractual Bargain

Plaintiffs are likely to establish that Local Law 52 undermines their contractual bargain with drivers. A law undermines the contractual bargain when it "superimpos[es] . . . obligations . . . conspicuously beyond those that [a party] had voluntarily agreed to undertake" and modifies "a basic term" of the contract. *See Allied Structural Steel*, 438 U.S. at 244, 246. A law also undermines the contractual bargain when it "effectively prohibit[s]" essential elements of an existing contract, even if others remain intact. *See Real Est. Bd. of N.Y., Inc. v. City of New York*, No. 25-1506, 2026 WL 2015138, at *14 (2d Cir. July 13, 2026). A term is central to the bargain when it was a "primary inducement" to contracting or a "central provision" on which the parties reasonably relied. *See Sullivan*, 959 F.3d at 64 (quoting *Buffalo Tchrs.*, 464 F.3d at 368).

Plaintiffs' agreements grant drivers access to their platforms subject to specified conditions and grant Plaintiffs the authority, within defined bounds, to determine when a driver's violation of those conditions warrants suspension or deactivation. Uber calls its deactivation provisions "central to the Agreement and Uber's willingness to enter into it." Perl Decl. ¶ 16. Lyft describes its deactivation terms as "integral both to the success of the platform for all users and Lyft's commitments to safety." Lyft Br. at 3. The deactivation provisions define a central aspect of the parties' relationship: whether, when, and under what circumstances a driver may use the platform. In that respect, those provisions are "the central provision[s] upon which . . . [Plaintiffs] reasonably rely." *Buffalo Tchrs.*, 464 F.3d at 368.

Uber reserves broad authority over deactivation under its agreement. Uber may suspend an account without notice while investigating suspected conduct that is deceptive, fraudulent, unsafe, illegal, harmful to Uber's business or reputation, or otherwise violates the agreement. PAA § 5.3. It may permanently deactivate the account, also without notice, if it "determine[s] in [its] discretion" that a material breach occurred. *Id.* Uber's agreements during the seven-year period reached by Local Law 52 reserved substantially similar authority. Perl Decl. ¶¶ 11–15.

Local Law 52 undermines that authority. After a driver's probationary period, Uber may deactivate only for grounds permitted by the Law. Admin. Code § 20-1282(a). For unsatisfactory performance and other conduct materially harmful to Uber's legitimate business interests, Uber generally must first use progressive discipline. *Id.* § 20-1282(c). The Law also generally requires fourteen days' advance notice and, if a driver challenges the deactivation, subjects Uber's decision to review by a factfinder applying statutory standards that its agreement does not impose. *See* Admin. Code §§ 20-1282(b), (d). Thus, whether a violation warrants deactivation is no longer committed to Uber's discretion under the standards incorporated into its agreement but is governed instead by the City's criteria and ultimately decided by an outside factfinder if challenged.

Lyft's agreement provides notice and an opportunity to cure certain eligibility, performance, and safety deficiencies. TOS § 16. But Lyft may deactivate a driver immediately for certain breaches, including conduct involving safety, harassment, fraud, falsified identification, or interference with the platform. *Id.* §§ 9, 10, 16. The agreement therefore distinguishes between violations that warrant an opportunity to cure and violations that permit immediate deactivation. Under Local Law 52, however, advance notice may be withheld only for egregious misconduct, account sharing, or a pattern of repeated fraudulent behavior. Admin. Code § 20-1282(d). The Law also requires progressive discipline for two categories of just cause, even when Lyft's agreement permits immediate deactivation. *Id.* § 20-1282(c). Thus, Lyft may still deactivate drivers, but the Law supersedes the agreement's deactivation standards to the extent that they conflict with the statutory regime, limits when deactivation may be immediate, and subjects challenged decisions to review by a third-party factfinder under statutory criteria.

The Law further undermines Plaintiffs' contractual bargain by stripping them of final authority over deactivation decisions by subjecting those decisions to review by an outside factfinder if challenged. *See id.* § 20-1282(b). If DCWP or a court finds any violation of Section 20-1282 or Section 20-1283—including a notice or procedural violation—it must order reinstatement unless the driver waives that remedy. Admin. Code §§ 20-1208(c)(1), 20-1211(c). By its terms, it applies to every violation of Section 20-1282, including its notice and procedural requirements. *Id.* §§ 20-

1208(c)(1), 20-1211(c). Thus, even when a driver's conduct warranted deactivation under both the agreement and the Law, a finding of a procedural violation would require Plaintiffs to restore the platform access that the agreement authorized them to terminate. These provisions transfer the ultimate authority to determine whether a driver may remain on the platform from Plaintiffs to an outside factfinder applying standards that the parties' agreement does not contain.

The City argues that the Law does not substantially impair Plaintiffs' agreements because they already employ many of the procedures it requires. Opp. at 16–17. Uber, for example, generally notifies drivers of reports that could lead to deactivation, even though its agreement expressly permits deactivation without notice. Freivogel Decl. ¶ 28; PAA § 5.3. The Law does substantially more than "specif[y] a timeframe" for notice Uber already gives. Opp. at 17. The Law converts a voluntary practice into a mandatory obligation that Uber expressly reserved the right to forgo and imposes reinstatement, back pay, monetary penalties, and other consequences for noncompliance. *See* Admin. Code §§ 20-1208(c)–(d), 20-1211(c), 20-1282(d)–(e).

ii. Interferes with Reasonable Expectations

Plaintiffs are also likely to establish that Local Law 52 interferes with their reasonable expectations. "The primary consideration in determining whether the impairment is substantial is the extent to which reasonable expectations under the contract have been disrupted." *Sanitation & Recycling Indus., Inc. v. City of New York*, 107 F.3d 985, 993 (2d Cir. 1997). "[T]he reasonableness of expectations depends, in part, on whether legislative action was foreseeable, and this, in turn, is affected by whether the relevant party operates in a heavily regulated industry." *Sullivan*, 959 F.3d at 64. But the fact that an industry is "heavily regulated" does not "shield any regulation of that market from scrutiny under the Contracts Clause." *Real Est. Bd.*, 2026 WL 2015138, at *15. The relevant question is whether prior regulation "pertained to" the contractual right at issue so as to alert the party "to the possibility of state action in that regard." *See Melendez*, 16 F.4th at 1034–35. A law is not foreseeable "simply because Plaintiffs knew the City may have, at some point in the future, implemented a law like this one." *Real Est. Bd.*, 2026 WL 2015138, at *15. Foreseeability is assessed in light of the regulation existing "at the time the company's contractual obligations were originally undertaken." *See Allied Structural Steel*, 438 U.S. at 250.

Uber's contracts have reserved authority to deactivate drivers since at least 2015, and the relevant provisions have remained unchanged since 2020. Perl Decl. ¶¶ 13–16. Lyft's deactivation provisions have remained substantively similar since 2019. Castleman Decl. ¶¶ 7–10. The City identifies no law in effect when those obligations were undertaken that prescribed the grounds or procedures by which a service could deactivate a driver from its platform. *See* Opp. at 21. Although the City extensively regulates for-hire vehicles, drivers, and services, that regulation did not "pertain[] to" the contractual rights that Local Law 52 displaces. *Melendez*, 16 F.4th at 1034.

Council Member Krishnan described the bill as "starting a nationwide movement to end unfair firings of app-based drivers" and "setting an important national precedent for drivers." Dec. 2025 Hearing Tr. at 6:7–20. A joint press release from Council Member Krishnan and NYTWA likewise called the bill "the largest and most comprehensive reform of unfair firings for app-based drivers in the country." Goodman Decl., Ex. F at 2. Those statements support Plaintiffs' contention that Local Law 52 "did not operate in an area already subject to state regulation at the time the company's contractual obligations were originally undertaken, but invaded an area never before subject to regulation by the State." *See Allied Structural Steel*, 438 U.S. at 250.

The City first argues that Local Law 52 was foreseeable because Plaintiffs operate in a heavily regulated industry. Opp. at 21. The City regulates the licensing of for-hire vehicles, drivers, and services, and has adopted rules governing matters such as driver qualifications, vehicle supply, and minimum pay. *See* Dec. 2025 Comm. Rep. at 4–5; Castleman Decl. ¶ 4; Sept. 2024 Hearing Tr. at 69–70. But heavy regulation does not "shield any regulation of that market from scrutiny under the Contracts Clause." *Real Est. Bd.*, 2026 WL 2015138, at *15. The other regulations did not govern a vehicle service's contractual authority to determine whether a qualified driver may continue using its platform and therefore did not "pertain[] to" the contractual rights that Local Law 52 displaces or alert Plaintiffs "to the possibility of state action in that regard." *See Melendez*, 16 F.4th at 1034–35.

The City also points to its just-cause protections for fast-food employees, observing that Local Law 52 was not the City's first regulation of that kind. Opp. at 21 (citing Admin. Code § 20-1271 *et seq.*). But the fast-food law governed a different industry, with different operational and safety concerns, and a different legal relationship—employment rather than independent contracting. The City also argues that the Law was foreseeable because "[f]or years, governments have passed laws providing Drivers and other 'gig workers'—who Plaintiffs treat as independent contractors—with the same worker protections as employees." *Id.* The only authority the City cites is a California statute, *id.* at 21 & n.56, which was not part of the New York City regulatory regime existing "at the time the company's contractual obligations were originally undertaken" and therefore did not make comparable regulation in New York foreseeable. *See Allied Structural Steel*, 438 U.S. at 250.

Finally, the City relies on the introduction of proposed legislation beginning in 2023 and that Plaintiffs were "actively lobbying for changes to the legislation, while presumably continuing to enter into contracts with Drivers." Opp. at 21. That history shows that Plaintiffs knew the City was considering restrictions on deactivation. But knowledge that the City might enact such restrictions did not make them foreseeable in the relevant sense. *See Real Est. Bd.*, 2026 WL 2015138, at *15 ("The Act was also not foreseeable simply because Plaintiffs knew the City may have, at some point in the future, implemented a law like this one . . . .").

iii. Prevents Parties from Safeguarding or Reinstating Their Rights

Finally, Plaintiffs are likely to establish that Local Law 52 leaves them no means to safeguard or reinstate their contractual deactivation rights. In assessing substantial impairment, courts consider "the extent to which the law . . . prevents the party from safeguarding or reinstating his rights." *Sveen*, 584 U.S. at 819. Statutes that "enable a party with only minimal effort to protect his original contract rights against the law's operation" generally do not prevent a party from safeguarding its rights. *See id.* at 820 n.3; *see, e.g.*, *id.* at 822 (policyholder could override statutory default by submitting new beneficiary designation form); *Texaco, Inc. v. Short*, 454 U.S. 516, 531 (1982) (mineral interest owner could prevent statutory lapse by filing statement of claim during two-year grace period); *City of El Paso v. Simmons*, 379 U.S. 497, 514–15 (1965) (purchaser could preserve right to reinstate forfeited land purchase by making written request and paying accrued interest within five years). By contrast, an impairment may be substantial when the law leaves the party unable to "safeguard or ever reinstate[]" the right for which it contracted. *Melendez*, 16 F.4th at 1033–34.

Uber's agreement authorizes it to deactivate a driver without notice while investigating specified misconduct and to terminate the agreement or permanently deactivate the driver if Uber determines, in its discretion, that a material breach or violation occurred. PAA § 5.3. Lyft's agreement likewise permits immediate deactivation without notice for specified serious violations. TOS §§ 9, 10(a)–(i), 16. Local Law 52 replaces that contractual discretion with statutory limits on both the grounds for deactivation and the process Plaintiffs must follow. Admin. Code §§ 20-1281, 20-1282(a)–(e), 20-1285(a)–(c). The Law provides no filing, election, or other act through which Plaintiffs may preserve the contractual standard or restore it after displacement.

The City responds that the impairment is not permanent because Plaintiffs may still enforce their policies through notice and progressive discipline and may deactivate drivers immediately in specified circumstances. Opp. at 21–22. But retaining some deactivation authority does not preserve the broad authority that the Law eliminates. Plaintiffs may continue to write deactivation standards in their agreements, but those standards remain subordinate to Local Law 52 whenever the two conflict. The Law therefore does not temporarily suspend Plaintiffs' rights or leave them a means to restore those rights later. It prevents Plaintiffs from exercising them for as long as the Law remains in effect.

The Law goes further by requiring reinstatement for each violation of Section 20-1282 or Section 20-1283 unless the driver waives that remedy. Admin. Code §§ 20-1208(c)(1), 20-1211(c). Because those sections include procedural and notice requirements, reinstatement may be required even when the agreement authorized the deactivation. *Id.* §§ 20-1282(d)–(e), 20-1283(c). Plaintiffs may deactivate the driver again only by satisfying Local Law 52; they cannot restore the legal effect of the original contractual decision. The relevant question is whether Plaintiffs can safeguard or reinstate the rights for which they contracted. *See Melendez*, 16 F.4th at 1033–34. They cannot. Plaintiffs have therefore shown that the Law prevents them from safeguarding or reinstating their contractual rights.

Taken together, these considerations show a severe impairment. Local Law 52 undermines provisions central to the parties' bargain, interferes with Plaintiffs' reasonable expectations, and leaves Plaintiffs no means to safeguard or reinstate the rights the Law displaces. "[T]he severity of the impairment measures the height of the hurdle the state legislation must clear," and "'[s]evere impairment . . . will push the inquiry to a careful examination of the nature and purpose' of the challenged state legislation." *Melendez*, 16 F.4th at 1029, 1035 (quoting *Allied Structural Steel*, 438 U.S. at 245). The Court therefore turns to whether Local Law 52 serves a significant and legitimate public purpose and, if so, whether the means chosen are reasonable and necessary to serve that purpose.

2. Legitimate Public Purpose

Plaintiffs are likely to establish that Local Law 52 does not further a significant and legitimate public purpose, as those concepts are defined under the governing law. "In general, a legitimate public purpose is one that is 'aimed at remedying an important general social or economic problem rather than providing a benefit to special interests.'" *Conn. State Police Union*, 36 F.4th at 63 (quoting *Buffalo Tchrs.*, 464 F.3d at 368). A legislature acts in the public interest when it passes a law "in the service of 'a broad societal goal, not the pursuit of the interests of a narrow class.'" *Id.* (quoting *Sanitation & Recycling Indus.*, 107 F.3d at 994). A law may satisfy that standard even if it directly benefits a defined group where it "was not passed to further the interest of a subset of individuals but rather represented an effort by the City to advance 'society's larger interest.'" *See Real Est. Bd.*, 2026 WL 2015138, at *16 (quoting *Melendez*, 16 F.4th at 1037). Statements by legislators that "might suggest a certain hostility" toward the party burdened by the law and "sympathy" for its beneficiaries may support an argument that the law does not "protect a basic societal interest," but instead benefits only "a favored group." *Melendez*, 16 F.4th at 1037. But in "divin[ing] the true purpose of [a] measure," a court will not view "the motivations of individual legislators . . . [as] dispositive." *Real Est. Bd.*, 2026 WL 2015138, at *16 (quoting *Gen. Media Commc'ns, Inc. v. Cohen*, 131 F.3d 273, 283 n.13 (2d Cir. 1997)).

The legislative record documents real hardships associated with deactivation. Many drivers depend primarily on platform income and remain responsible for significant vehicle and insurance expenses. Dec. 2025 Comm. Rep. at 5–6. AALDEF's analysis of survey data from deactivated New York City drivers reported that many received no advance notice, were given limited information about customer complaints, and experienced difficulty paying rent or purchasing groceries after deactivation. *Id.* at 9. NYTWA also testified that more than 2,000 drivers contact it annually for assistance with deactivations. Sept. 2024 Hearing Tr. at 56:20–57:4. IDG reported that, among the drivers it represented in appealable deactivation cases, ninety percent obtained reinstatement. Dec. 2025 Comm. Rep. at 7–8. Taken together, that evidence supports the City Council's concern that some drivers experience inadequate notice, difficulty challenging deactivations, and serious financial hardship when they are deactivated.

But a law does not serve a legitimate public purpose merely because it confers a meaningful benefit on an affected group; it must pursue "society's larger interest," rather than only "the interest of a subset of individuals." *See Real Est. Bd.*, 2026 WL 2015138, at *16 (quoting *Melendez*, 16 F.4th at 1037–38). The laws upheld by the Second Circuit often serve interests distinct from the immediate interests of their beneficiaries. The legislation in *Connecticut State Police Union* advanced the widely recognized interests in open government and police accountability. *See* 36 F.4th at 63–65. The wage freeze in *Buffalo Teachers* addressed an undisputed fiscal crisis threatening the city's finances and public services. *See* 464 F.3d at 368–69. The carting regulation in *Sanitation & Recycling Industries* sought to eradicate organized crime, bid-rigging, and predatory pricing from an industry serving the public. *See* 107 F.3d at 994. And the Guaranty Law in *Melendez* was enacted during an economic emergency to preserve "the small businesses necessary for functioning neighborhoods." *See* 16 F.4th at 1036–37.

The record supporting the Fairness in Apartment Rental Expenses ("FARE") Act, which the Second Circuit upheld against a Contracts Clause challenge, likewise identified a broader societal interest. *Real Est. Bd.*, 2026 WL 2015138, at *15–16. The FARE Act prohibited landlords from requiring tenants to pay fees for brokers retained by landlords. *Id.* at *1. The City Council sought to reduce the upfront cost of moving and improve housing and economic mobility amid a citywide housing crisis. *Id.* at *1, *15–16. The record included vacancy and housing affordability data, evidence connecting broker fees to reduced mobility, an expert concession that upfront fees contributed to lower mobility, and an investigation by the City Council's Oversight and

Investigations Division into how the fees were presented and paid. *Id.* at *4, *10, *15. The Second Circuit concluded that "the legislative record on this issue is clear: the FARE Act was enacted to further a legitimate public purpose." *Id.* at *16.

The record here identifies no comparable societal interest distinct from the interests of the covered drivers. The Committee Report describes the legislation as a response to complaints of arbitrary deactivation and states that its objectives are to require just cause, provide notice, and create a process through which drivers may challenge deactivation. Dec. 2025 Comm. Rep. at 10. The Law itself is titled as legislation concerning "the wrongful deactivation of high-volume for-hire vehicle drivers," and its central provisions apply only to those drivers. Local Law 52 at 1; Admin. Code §§ 20-1281–20-1283. The record thus frames the problem principally as the loss of income and procedural protections experienced by drivers who are wrongfully or arbitrarily deactivated.

The record does not establish that the problem that the legislation seeks to solve is widespread. To the contrary, the available evidence shows that the group that is benefited by the Law is quite small. Approximately 87,207 drivers work for Uber and Lyft in New York City. Opp. at 44. Uber deactivates about one percent of its New York drivers' accounts each year. Perl Decl. ¶ 17. The record provides no comparable figure for Lyft. NYTWA's written testimony stated that "Uber has a 74.7% market share of ride hailing apps in New York City, while Lyft has the remaining 25.3% . . . ." Sept. 2024 Written Test. at 10–11 n.3. As an estimate of the number of deactivated drivers, applying Uber's 1% rate for deactivations to the 87,207 total drivers, the total number of annual deactivations in New York City would be approximately 872.[5] The City does not contend

[5] Uber represents that it deactivates approximately one percent of its New York City drivers' accounts each year, Perl Decl. ¶ 17, and the City does not dispute that figure. The record also indicates that IDG reported handling 4,800 appealable deactivation cases in 2024 and obtaining reinstatement for ninety percent of the drivers it represented. Dec. 2025 Comm. Rep. at 7–8. But that figure does not establish that 4,800 drivers were wrongfully deactivated, and the record indicates that many cases involved low ratings for which drivers were eligible for reinstatement after completing a course. Sept. 2024 Written Test. at 47. Even assuming that 4,800 drivers were affected, they would represent approximately 0.06% of New York City's population and would not alter the conclusion that the Law principally benefits a narrow class.

that all deactivations are wrongful or arbitrary; therefore, the record establishes that the statute is designed to benefit only a small group of individual drivers. As Uber argues, 872 drivers represents approximately 0.01% of the population of the City of New York. *See* Uber Dkt. No. 43-1 at 18 ("Uber Hearing Slides"). On this record, the group that the Law principally benefits is small. Based on the record before the Court, the Law was passed in the "pursuit of the interests of a narrow class." *See Conn. State Police Union*, 36 F.4th at 63 (internal quotation marks omitted).

The record considered by the City Council in support of the law did not establish the percentage of deactivations that were wrongful or arbitrary. The TLC survey presented to it evaluated the demographics of drivers, but not the basis for deactivations. The Asian Law Caucus Survey in 2023 studied drivers in California, not New York City. And the AALDEF study—prepared by an advocacy group—evaluated the reports of 350 deactivated drivers. It did not determine what number of drivers were deactivated annually, nor did it contend that the 350 drivers surveyed were representative of a larger pool.

The City argues that deactivation also may cause "[g]eneral harms to the public," such as drivers defaulting on vehicle debt or rent and relying on unemployment benefits or public assistance. *See* Opp. at 22–23; July 16, 2026 Hearing Tr. at 85:13–25. But the legislative record documents drivers' reliance on platform income and their continuing personal expenses; it does not identify increased public expenditures, disruption of transportation services, or another effect on the City or its residents as the problem the City Council sought to remedy. The City Council was not required to quantify every potential consequence, and the Court may not "second-guess the City's actions based on potential second-order effects." *See Real Est. Bd.*, 2026 WL 2015138, at *15. The City relies on those asserted downstream effects to distinguish the Law's purpose from the private interests of deactivated drivers, but the legislative record does not identify them as harms the Law was enacted to address.

Council Member Krishnan, the bill's primary sponsor, repeatedly framed the Law as a measure directed against Uber and Lyft. He stated that the companies "upend drivers['] lives in exchange for their own profits" and described the bill as "giving power to workers" and "holding megacorporations accountable." Dec. 2025 Hearing Tr. at 5:25–6:15. He later stated that the Council was "standing up today against Uber and Lyft," "taking back the power from Uber and Lyft and returning it . . . to drivers," and ensuring that the companies would no longer be "judge, jury, and prosecutor." Dec. 2025 Stated Meeting Tr. at 60:7–61:23. During the veto override, he characterized the vote as "taking on Uber, Lyft, and corporate corruption." Jan. 2026 Stated Meeting Tr. at 39:2–40:3.

The motivations of individual legislators are not dispositive in divining the true purpose of a measure. *Real Est. Bd.*, 2026 WL 2015138, at *16. But the Law applies only to high-volume for-hire services—a category that includes only Uber and Lyft—and not to other for-hire vehicle services in the City. Dec. 2025 Comm. Rep. at 4–5, 14; July 16, 2026 Hearing Tr. at 67:9–11. The Committee Report states only that "the balance struck by this bill would best fall" on high-volume for-hire vehicle services; it does not explain why or identify comparative evidence showing that wrongful deactivation was more prevalent among their drivers. Dec. 2025 Comm. Rep. at 14; July 16, 2026 Hearing Tr. at 93:23–95:12. The sponsor's repeated hostility toward Uber and Lyft, together with the conclusory justification for singling them out, supports Plaintiffs' contention that the Law benefits a favored group rather than protecting a broader societal interest. *See Melendez*, 16 F.4th at 1037.

The Council's failure to examine the Law's effects beyond the drivers directly protected further weakens the inference that the Law was enacted to advance "society's larger interest." *See Real Est. Bd.*, 2026 WL 2015138, at *16 (quoting *Melendez*, 16 F.4th at 1037). At oral argument, the Court asked whether the legislative record showed that the Council considered the Law's effects on other New Yorkers, including administrative costs, higher service prices, increased traffic or safety risks, and additional burdens on survivors required to revisit deactivation decisions. July 16, 2026 Hearing Tr. 84–86. The City was unable to point to record evidence showing that the City had considered the potential consequences of the statute, apart from the benefits it would afford to the targeted, but undefined, group of drivers that it sought to support.

The City Council did consider the direct cost of administering the Law. As noted above, the Mayor's Office of Management and Budget had estimated that the bill would require a new compliance division of approximately 170 staff at an annual cost of approximately $23 million to process an assumed volume of approximately 2,000 cases per year. The direct cost of the legislation to benefit the pool of affected drivers contributed to one committee member's decision to vote against the bill. Dec. 2025 Hearing Tr. at 9.

But the record does not show that the City Council considered any of the other potential adverse impacts of the Law on the citizens of New York. There were more than 22 million rides by passengers in these services in a single month in 2026. In the course of passing the legislation benefitting a small group of drivers, the City Council did not consider whether the Law would make travel less safe or less pleasant for the passengers in those millions of rides. Nor did the Council consider whether the Law would have an adverse impact on the safety of pedestrians or other drivers. And while the City recognized that the Law would result in approximately 2,000 administrative cases (on top of an undetermined number of additional private litigation proceedings), the City Council did not consider the potential effect of such increased proceedings on the passengers whose complaints may have triggered the proceedings. Uber argued that the Law might have a particularly adverse effect on the survivors of sexual assault, who would reasonably be expected to be called before fact finders in increased numbers. The City Council did not evaluate that possibility or that the prospect of being called before bodies of inquiry pursuant to the Law would discourage survivors from lodging meritorious complaints against drivers.

Nor did the City evaluate how the cost of compliance with the law would impact the pricing of the services in New York City. That the services might pass on the cost of compliance to passengers or drivers could be reasonably anticipated. But the potential impact of the Law on the cost of travel for 22,000,000 rides a month in New York City did not play a role in the City's decision-making. On this record—in which the City Council evaluated the benefit of the legislation to a narrow group of drivers while not considering broader public implications and costs of the law—the plaintiffs are likely to be able to show that the Law was passed in the pursuit of the interests of a narrow class, rather than in service of a broader public interest.

3. Reasonable and Necessary Means

At the third step of the Contracts Clause analysis, the Court evaluates "whether the means chosen to accomplish th[e] purpose are reasonable and necessary." *Sullivan*, 959 F.3d at 64 (alterations adopted). Because the Court has concluded that Plaintiffs are likely to establish that Local Law 52 does not serve a significant and legitimate public purpose, the Court need not decide whether the means chosen to accomplish the City's asserted purpose are reasonable and necessary. Even so, Plaintiffs have raised substantial questions about whether the Law's deactivation regime is a reasonable and necessary means of advancing that purpose.

"Unless the state itself is a party to the contract, courts usually defer to a legislature's determination as to whether a particular law was reasonable and necessary." *Buffalo Tchrs.*, 464 F.3d at 369. "When a law impairs a private contract, substantial deference is accorded to the legislature's 'judgment[s] as to the necessity and reasonableness of a particular measure.'" *Id.* (quoting *U.S. Tr. Co. of N.Y. v. New Jersey*, 431 U.S. 1, 23 (1977)). That deference does not require a court "to reexamine all of the factors underlying the legislation at issue and to make a de novo determination whether another alternative would have constituted a better statutory solution to a given problem." *Id.* at 370.

The Second Circuit has identified at least five factors that are relevant to determining whether the regulation is drawn in an appropriate and reasonable way to advance its purpose:

> (1) whether the law impairs contractual rights on a temporary or limited basis, or whether it permanently and entirely extinguishes them; (2) whether there is some record basis to link the legislature's purpose and its chosen means; (3) whether, if the burden of contractual impairment comes at the expense of a discrete group of private persons, it is tailored to the party causing the public harm that the state sought to mitigate; (4) whether the relief provided by the law is conditioned on need and, if not, whether the legislature adequately considered the extent to which the party burdened by the contractual impairment is better positioned financially than the relieved party to bear that burden; and finally, (5) whether the law provides compensation for damages or losses sustained as a result of the impairment.

Real Est. Bd., 2026 WL 2015138, at *16. "No single factor controls. Instead, it is the 'totality' of the factors that determines the strength of a plaintiff's claim and thus likelihood of success on the merits." *Id.* (quoting *Melendez*, 16 F.4th at 1038).

The first factor favors Plaintiffs. Although Local Law 52 does not extinguish their agreements with drivers, it permanently impairs their existing contractual rights. A "permanent and complete impairment of contract, by contrast to a temporary and limited one, will weigh heavily against a finding of reasonableness." *Melendez*, 16 F.4th at 1039–40 (holding that a law permanently impaired the guaranties at issue because it "permanently and entirely extinguish[ed]" the affected obligations, "rendering them forever unenforceable"). The City argues that the impairment is limited because Plaintiffs may continue contracting with drivers, enforcing conduct standards through the statutory process, and immediately deactivating drivers in specified circumstances. Opp. at 21–22. But Local Law 52 permanently eliminates the broader deactivation authority granted by Plaintiffs' existing agreements whenever that authority conflicts with the Law. The affected rights do not resume after a fixed period, as would be the case, for example, with contractual wage increases delayed by a temporary freeze. *See Melendez*, 16 F.4th at 1040; *Buffalo Tchrs.*, 464 F.3d at

367, 372; *Sullivan*, 959 F.3d at 59, 68. Local Law 52 therefore permanently impairs Plaintiffs' contractual rights.

Second, Plaintiffs are likely to establish that several central provisions of Local Law 52 lack some record basis linking the City Council's purpose to its chosen means. In making that assessment, the Court does not "reexamine all of the factors underlying the legislation at issue" or make "a de novo determination whether another alternative would have constituted a better statutory solution." *Buffalo Tchrs.*, 464 F.3d at 370. But "deference is not warranted in the absence of some record basis to link purpose and means." *Melendez*, 16 F.4th at 1041. In applying that requirement, the Second Circuit found the requisite connection lacking where the challenged law afforded relief "even in circumstances where [it] do[es] nothing to serve the public interest" invoked to justify the impairment. *See id.*

Plaintiffs are likely to establish that several central features of Local Law 52 lack the required connection to the City Council's stated purpose because they determine entitlement to reinstatement on grounds materially broader than whether a deactivation was erroneous, arbitrary, or unsupported. The legislative record describes complaints that drivers were deactivated without adequate notice, based on false or biased passenger reports, or for reasons they believed were arbitrary. Dec. 2025 Comm. Rep. at 8–10. That evidence supports requiring notice, an opportunity to respond, and review of whether the driver committed the alleged misconduct. But it does not justify authorizing a factfinder to reassess Plaintiffs' training, operating policies, and disciplinary judgments, mandating reinstatement for procedural violations notwithstanding just cause, or reopening seven years of completed decisions under standards that did not govern when those decisions were made.

The seven-factor just cause inquiry permits a factfinder to invalidate a deactivation based on the vehicle service's broader operational and disciplinary judgments even when the driver committed the alleged misconduct. A factfinder must consider, among other matters, whether the service provided "relevant and adequate training," whether its policy and use of progressive discipline were reasonable and consistently applied, and whether deactivation was proportionate in light of mitigating circumstances and the driver's work history. Admin. Code § 20-1282(b). Whether the driver committed the alleged violation is a separate factor, and the factfinder may also consider "any other relevant factors." *Id.* The Law therefore permits a finding that just cause was absent because the service provided inadequate training, adopted an unreasonable policy, or selected a disproportionate sanction, notwithstanding a finding that the driver committed the conduct identified in the notice. The legislative record does not explain why correcting erroneous or arbitrary deactivations required transferring that broader authority over Plaintiffs' operating policies and disciplinary judgments to an outside factfinder.

The progressive discipline requirement can also preclude deactivation for proven misconduct because, except in cases of egregious misconduct, a service cannot establish just cause without showing that it previously imposed progressive discipline under a written policy provided to the driver. *Id.* § 20-1282(c). That requirement applies not only to minor performance failures, but also to misconduct that is "demonstrably and materially harmful" to the service's legitimate business interests. *Id.* § 20-1281. And discipline issued more than one year before the deactivation cannot satisfy the requirement. *Id.* § 20-1282(c)(1). The record may support graduated discipline for minor or remediable violations but not making prior discipline a universal prerequisite for all non-egregious misconduct or disregarding disciplinary history solely because it occurred more than one year earlier.

The mandatory reinstatement remedy reaches substantively justified deactivations because reinstatement is required for any violation of Sections 20-1282 or 20-1283, not only for a finding that just cause was absent. DCWP or a court "shall order" reinstatement or restoration of platform access upon finding such a violation, unless the driver waives that relief. Admin. Code §§ 20-1208(c)(1), 20-1211(c). Those sections impose notice and timing requirements in addition to the substantive just cause standard. *See id.* §§ 20-1282(d)–(e), 20-1283(c). A service may therefore establish that the driver committed the misconduct and that the deactivation was supported by just cause yet still be required to restore platform access because its notice was late or insufficiently detailed. The record supports requiring meaningful notice; it does not explain why a procedural defect requires reinstatement where the deactivation was substantively justified.

The seven-year prior deactivation regime may make reinstatement turn on missing evidence rather than the wrongfulness of the original decision because it requires Plaintiffs to defend completed deactivations under later-created substantive standards. Any driver deactivated during the preceding seven years may petition for reinstatement, and the service must restore access within thirty days unless the prior deactivation was supported by just cause, a bona fide economic reason, a legal requirement, or occurred during the probation period. Admin. Code §§ 20-1281, 20-1283(a). In any resulting proceeding, the service bears the burden of establishing just cause by a preponderance of the evidence. *Id.* § 20-1285(a). Plaintiffs had no reason when the earlier decisions were made to create records directed to standards that did not yet exist. Uber states that its deactivation taxonomy, review practices, and recordkeeping have changed since 2019; that some contemporaneous communications and identity-verification photographs are no longer available; and that the older records were not maintained in anticipation of review under Local Law 52. Perl Decl. ¶¶ 31–32. A service's inability to carry its present burden may therefore reflect the passage of time and the absence of evidence responsive to later-enacted criteria, rather than that the original deactivation was erroneous or unsupported. Yet the consequence may still be reinstatement.

The record thus supports additional notice and review directed at whether the service accurately and fairly determined that a driver committed the alleged misconduct—but not making reinstatement turn on training adequacy, policy choices, disciplinary proportionality, or a service's present ability to reconstruct years-old decisions under new standards. Plaintiffs have therefore shown a likelihood of establishing that this factor weighs against the reasonableness of the Law.

"The third prong asks us to consider whether the burden of contractual impairment comes 'at the expense of a discrete group of private persons,' and if so, whether the targeted group is 'causing the public harm that the [City] sought to mitigate.'" *Real Est. Bd.*, 2026 WL 2015138, at *17 (quoting *Melendez*, 16 F.4th at 1042). This factor favors the City. The asserted public harm is the wrongful deactivation of drivers, and Plaintiffs are the parties that make and implement the challenged deactivation decisions. The Law therefore places the burden of the contractual impairment on the actors whose conduct allegedly causes the harm the City sought to mitigate, rather than on an unrelated group of private persons.

The fourth factor examines "whether the relief provided by the law is conditioned on need and, if not, whether the legislature adequately considered the extent to which the party burdened by the contractual impairment is better positioned financially than the relieved party to bear that burden." *Real Est. Bd.*, 2026 WL 2015138, at *16. Local Law 52 does not condition relief on a driver's financial need. Although the legislative record documents drivers' economic vulnerability, it does not show that the Council considered whether Plaintiffs were financially better positioned to absorb or reallocate the particular burdens imposed by the Law. Because Local Law 52 reallocates authority over deactivation decisions rather than a defined economic cost between contracting parties, this factor is less probative here.

The fifth factor asks, "whether the law provides compensation for damages or losses sustained as a result of the impairment." *Real Est. Bd.*, 2026 WL 2015138, at *16. "[C]ompensation is [not] always necessary to defeat a Contracts Clause challenge." *See Melendez*, 16 F.4th at 1046. Local Law 52 provides no compensation for damages or losses caused by the impairment. The City argues that Plaintiffs cannot show any loss because they have not established that the Law will cause unfit drivers to remain on or return to their platforms. Opp. at 27–28. Plaintiffs, however, have submitted evidence that the Law's restrictions on deactivation may create additional safety and fraud risks. Freivogel Decl. ¶ 38; Jarzabek Decl. ¶ 15; Castleman Decl. ¶ 21. This factor therefore weighs against the Law's reasonableness.

On balance, the factors weigh against the reasonableness of Local Law 52. The Law permanently impairs Plaintiffs' contractual deactivation rights, and the legislative record does not connect several central features of the statutory regime—including its expanded just cause inquiry, progressive discipline requirement, mandatory reinstatement remedy, and seven-year lookback—to the identified problem of wrongful deactivations. The Law also provides no compensation for losses caused by the impairment. Although the Law places the burden on the parties responsible for deactivation decisions, and the need-based factor weighs only slightly against reasonableness, those considerations do not overcome the breadth and permanence of the impairment. Even affording substantial deference to the City Council's judgment, Plaintiffs have therefore shown a likelihood of success at this third step. The Court need not rely on that independent ground, however, because Plaintiffs are already likely to succeed on the merits of the Contracts Clause claim based on the City's failure to establish a significant and legitimate public purpose. Because Plaintiffs have shown a likelihood of success on their Contracts Clause claims, the Court does not reach the remaining claims raised in support of their preliminary injunction motions, including Plaintiffs' due process claims and Uber's compelled speech and compelled association claims.

B. Irreparable Harm

Plaintiffs have shown that they are likely to suffer irreparable harm absent a preliminary injunction. "A showing of irreparable harm is the single most important prerequisite for the issuance of a preliminary injunction." *Faiveley Transport Malmo AB v. Wabtec Corp.*, 559 F.3d 110, 118 (2d Cir. 2009) (quotation omitted). To carry that burden, a plaintiff must establish by a clear showing that the threatened harm is "actual and imminent, not merely possible," *Toney-Dick v. Doar*, 2013 WL 1314954, at *9 (S.D.N.Y. Mar. 18, 2013) (collecting cases), and "one that cannot be remedied if a court waits until the end of trial to resolve the harm," *Faiveley*, 559 F.3d at 118 (quotation omitted). But a plaintiff need show only "a threat of irreparable harm, not that irreparable harm already [has] occurred." *Mullins v. City of New York*, 626 F.3d 47, 55 (2d Cir. 2010) (emphasis omitted). "Where there is an adequate remedy at law, such as an award of money damages, injunctions are unavailable except in extraordinary circumstances." *Moore v. Con. Edison Co. of N.Y.*, 409 F.3d 506, 510 (2d Cir. 2005).

"When an alleged deprivation of a constitutional right is involved, most courts hold that no further showing of irreparable injury is necessary." *Mitchell v. Cuomo*, 748 F.2d 804, 806 (2d Cir. 1984) (citation omitted). In addition, injuries to reputation and goodwill may constitute irreparable harm when damages are difficult to establish and measure. *See Register.com, Inc. v. Verio, Inc.*, 356 F.3d 393, 404 (2d Cir. 2004). Because Plaintiffs have shown a likelihood of success on their Contracts Clause claim, they have established irreparable harm on that basis alone. The Court nevertheless addresses the additional, independent harms identified in the record.

The record also establishes a threat of irreparable harm to Plaintiffs' reputations and goodwill as platforms that prioritize safety and the integrity of their services. Uber publicly emphasizes safety and describes safety and quality as core components of its brand. Perl Decl. ¶ 28; Freivogel Decl. ¶¶ 5–8. Uber states that rider trust depends on its ability to enforce the standards it has established for access to its platform. Perl Decl. ¶¶ 16, 28–29. Lyft describes safety as its "highest priority," provides riders and drivers with safety tools during trips, and maintains continuous access to safety personnel. Castleman Decl. ¶¶ 3, 5. If safety concerns cause fewer riders to use the platforms, drivers may receive fewer trip requests and lose earning opportunities.

The City correctly observes that advance notice is not required for "egregious misconduct," account sharing, or a "pattern of repeated fraudulent behavior." Opp. at 54. But those exceptions do not eliminate the threatened harm. "Egregious misconduct" requires conduct posing an "imminent danger," which may not encompass every serious safety concern that Plaintiffs reasonably conclude disqualifies a driver. Admin. Code § 20-1281. For safety-related conduct outside that definition, the Law may therefore require Plaintiffs to leave a driver on the platform for fourteen days after determining that the driver should be removed. Freivogel Decl. ¶¶ 37–39. And because the fraud exception requires a "pattern," it does not permit immediate deactivation after a single substantial fraud. Admin. Code § 20-1282(d). TLC's separate suspension authority likewise does not eliminate Plaintiffs' interest in acting on information that may not yet have prompted regulatory action.

Nor does the exception for egregious misconduct eliminate the risk of compelled reinstatement. Although a driver accused of sexual assault may be deactivated immediately, the Law still requires Plaintiffs to provide within five days a written notice containing "all the precise and detailed reasons" for the deactivation. *Id.* § 20-1282(e). If the driver files a complaint with DCWP or brings a private action and the factfinder finds that the notice violated Section 20-1282(e), the Law requires restoration of platform access unless the driver waives that remedy. *Id.* §§ 20-1208(c)(1), 20-1211(c); Freivogel Decl. ¶¶ 40–42. The Law thus creates a concrete risk that a driver whom Plaintiffs reasonably regard as dangerous could later be returned to the platform because of a procedural defect unrelated to the merits of the deactivation.

The retroactive provisions present a related risk. Uber states that more than 12,000 drivers have been deactivated since 2019, during which its recordkeeping and investigative practices changed and some historical materials became unavailable. Perl Decl. ¶¶ 31–32. Yet the Law gives Uber thirty days to investigate each reinstatement petition, and a missed deadline may require reinstatement regardless of the original basis for deactivation. *Id.* ¶¶ 31–34; Admin. Code § 20-

1283(a). Even a timely response must defend the historical decision under newly enacted standards and factors Uber had no reason to document at the time. Perl Decl. ¶¶ 35–36. These requirements create a concrete risk that Plaintiffs will be compelled to restore access to drivers whom their safety or integrity standards would exclude.

The most serious consequence of the Law's notice and reinstatement requirements would fall on a passenger exposed to an avoidable safety risk. If a driver whom a platform had determined should be removed remains on, or is restored to, the platform and then assaults or otherwise harms a passenger, the passenger's injury cannot be undone. The same incident could expose Plaintiffs to claims that they should have removed the driver sooner. Uber states that it already faces such claims in litigation involving alleged sexual assaults and that the Law may expose it to additional claims of that kind. Freivogel Decl. ¶ 40. The Court does not rely on any potential monetary exposure from such litigation as an independent harm. Rather, an incident involving a driver whom a platform had sought to remove would undermine the safety commitments central to Plaintiffs' brands and damage rider trust, reputation, goodwill, and business opportunities in ways that are difficult to establish and measure. Perl Decl. ¶¶ 28–29; Freivogel Decl. ¶¶ 40–42; *see Register.com*, 356 F.3d at 404. The resulting loss of rider trust could also reduce demand for rides. If riders take fewer trips because they lose confidence in the platforms' safety, drivers who comply with Plaintiffs' standards would receive fewer trip requests and lose earning opportunities. Perl Decl. ¶ 29.

The Court does not rely on compliance costs as an independent basis for irreparable harm. *See Freedom Holdings, Inc. v. Spitzer*, 408 F.3d 112, 115 (2d Cir. 2005). But the need to reconstruct years of historical decisions and create new review systems reinforces the breadth and immediacy of the constitutional and operational harms described above. Perl Decl. ¶¶ 31–36. Accordingly, Plaintiffs have established that they are likely to suffer irreparable harm in the absence of preliminary relief.

C. Balance of Equities and Public Interest

Plaintiffs must also demonstrate that "the balance of equities tips in [their] favor," and that "an injunction is in the public interest." *Winter*, 555 U.S. at 20. "These factors merge when the Government is the opposing party." *Nken v. Holder*, 556 U.S. 418, 435 (2009). In assessing them, courts must "balance the competing claims of injury and must consider the effect on each party of the granting or withholding of the requested relief," as well as "the public consequences in employing the extraordinary remedy of injunction." *Winter*, 555 U.S. at 24 (citations omitted).

The balance of the equities and the public interest tip in Plaintiffs' favor. The City has identified a genuine public interest. A driver who is wrongfully deactivated may immediately lose an important source of income while continuing to bear substantial vehicle, insurance, and household expenses. Opp. at 5–11, 55–56. The legislative record contains accounts from drivers who believed that they were deactivated based on false or discriminatory complaints and were not given a sufficient explanation or a meaningful opportunity to respond. The Court does not minimize either those experiences or the City's interest in providing drivers with fair procedures. But the Court must compare the consequences of temporarily preserving the status quo while this litigation proceeds with the consequences of immediately implementing Local Law 52 notwithstanding Plaintiffs' likelihood of success on their constitutional claims.

On Plaintiffs' side of the balance are the constitutional injuries already described; a substantial modification of the contractual relationships through which Plaintiffs govern access to their platforms; the reopening of as many as seven years of settled deactivation decisions; the possibility of mandatory reinstatement based on missed deadlines or newly imposed standards; and concrete risks to safety reporting, fraud prevention, rider trust, and Plaintiffs' goodwill. Those effects extend beyond the corporate Plaintiffs. Approximately 87,207 drivers work for high-volume for-hire vehicle services, and those services account for more than 22 million taxi and for-hire-vehicle trips per month. Opp. at 4, 43. Drivers who follow the platforms' rules benefit from rider confidence in the safety and integrity of those services. Riders benefit from Plaintiffs' ability to investigate reports and respond promptly to safety and fraud concerns. Reducing rider confidence may reduce demand, which would in turn reduce earning opportunities for the much larger population of drivers who remain active on the platforms.

By contrast, a preliminary injunction would preserve the status quo. Drivers would continue to have access to Plaintiffs' existing review procedures while this litigation proceeds and drivers would not be left without a mechanism to challenge a deactivation while the Court determines whether the City's new regime is constitutional. The City's asserted hardship, meanwhile, is principally the temporary postponement of a new regulatory regime and the potential wrongful deactivation of a very small but undetermined number of drivers. The City remains able to enforce its existing laws and regulations, and the TLC remains able to exercise its licensing and public-safety authority. In addition, the City "does not have an interest in the enforcement of an unconstitutional law." *725 Eatery Corp.*, 408 F. Supp. 3d at 470. And "the public interest is well served by the correction" of constitutional harm. *A.H. ex rel. Hester v. French*, 985 F.3d 165, 184 (2d Cir. 2021). Because Plaintiffs have demonstrated a likelihood of success on their Contracts Clause claims, delaying enforcement protects, rather than disserves, the public's interest in constitutional government.

Finally, the public has a substantial interest in safe transportation and in preserving candid reporting of dangerous conduct. Among other things, the public has an interest in ensuring that drivers do not engage in unsafe driving or sexual assault. Maintaining the existing standards avoids introducing additional risks to public safety while this litigation proceeds. The City has not considered in passing this statute whether its changes to protect some drivers will harm the millions of other users. The broader public has an interest in maintaining the status quo. The record establishes a risk that the Law will impede Plaintiffs' ability to identify and respond to safety and fraud concerns. Accordingly, Plaintiffs have established that the balance of the equities and the public interest support the issuance of a preliminary injunction.

D. Scope of the Preliminary Injunction

Although a district court has "a wide range of discretion in framing an injunction in terms it deems reasonable to prevent wrongful conduct," its equitable authority extends only to "relief no broader than necessary to cure the effects of the harm caused by the violation." *City of New York v. Mickalis Pawn Shop, LLC*, 645 F.3d 114, 144 (2d Cir. 2011) (quotation omitted). Injunctive relief must be "narrowly tailored to fit specific legal violations," and an injunction is overbroad when it restrains legal conduct or conduct that was not fairly the subject of the litigation. *Id.* at 144–45. Rule 65(d) further requires an injunction to "state its terms specifically" and "describe in reasonable detail" the conduct restrained. Fed. R. Civ. P. 65(d)(1)(B)–(C).

"Severance of a local law is a question of state law." *Evergreen Ass'n, Inc. v. City of New York*, 740 F.3d 233, 243 (2d Cir. 2014). Under New York law, "a court should refrain from invalidating an entire statute when only portions of it are objectionable." *Id.* (quoting *Gary D. Peake Excavating, Inc. v. Town Board of Hancock*, 93 F.3d 68, 23 (2d Cir. 1996)). "The question is in every case whether the legislature, if partial invalidity had been foreseen, would have wished the statute to be enforced with the invalid part exscinded, or rejected altogether." *Gary D. Peake Excavating*, 93 F.3d at 73 (quoting *People ex rel. Alpha Portland Cement Co. v. Knapp*, 230 N.Y. 48, 60 (1920)). "Although the presence of a severability clause is not dispositive, '[t]he preference for severance is particularly strong when the law contains a severability clause.'" *Id.* at 72 (quoting *Nat'l Advert. Co. v. Town of Niagara*, 942 F.2d 145, 148 (2d Cir. 1991)).

"The principle of division is not a principle of form. It is a principle of function." *Nat'l Advert.*, 942 F.2d at 148 (quoting *Knapp*, 230 N.Y. at 60). The inquiry must be resolved "pragmatically, by the exercise of good sense and sound judgment, by considering how the statutory rule will function if the knife is laid to the branch instead of at the roots." *Id.* Severance is inappropriate when the valid and invalid portions "are so intertwined that excision of the invalid provisions would leave a regulatory scheme that the legislature never intended." *Id.*

By contrast, severance is appropriate where the surviving provision regulates "a discrete regulatory topic and regime" and has an "independent legislative purpose." *People v. On Sight Mobile Opticians*, 24 N.Y.3d 1107, 1109–10 (2014). The Second Circuit similarly preserved provisions that served an independent purpose and "function[ed] independent of" the provisions likely to be unconstitutional. *Evergreen*, 740 F.3d at 243. A court also may not preserve a law by adopting a limitation incompatible with its enacted language: "the doctrine of separation of governmental powers prevents a court from rewriting a legislative enactment through the creative use of a severability clause when the result is incompatible with the language of the statute." *See People v. Marquan M.*, 24 N.Y.3d 1, 10 (2014). Severability may not be used to "significantly modify the applications" of a law where the resulting scope would bear "little resemblance to the actual language of the law." *See id.* at 11–12.

As explained above, Plaintiffs are likely to establish that Local Law 52 violates the Contracts Clause both as applied to existing contractual deactivation rights and through its prior deactivation provisions. Yet, apart from the seven-year lookback, the Law creates one deactivation regime for all high-volume for-hire vehicle drivers. It does not distinguish between agreements made before and after enactment, and its standards, procedures, and remedies apply uniformly to the entire covered class.

The constitutional defect is not confined to a particular provision that can be severed from the rest of the Law. There is no separate provision governing pre-enactment contractual rights that can be enjoined while a distinct provision governing later-formed rights remains in force. Limiting the Law to future contractual relationships would require the Court to add a temporal qualification the Council did not enact to decide which agreements and rights fall within it.

The Code's severability clause does not supply that missing distinction. Administrative Code § 1-105 provides that a judgment invalidating a "clause, sentence, paragraph, section or part" of the Code "shall not affect, impair or invalidate the remainder thereof." That language favors preserving the remainder of a law when the invalid portion can be separated from it. Here, however, the same provisions govern both existing and later-formed contractual rights.

This case therefore differs from *Evergreen*, which reviewed a preliminary injunction against a local law in its entirety. There, the law contained distinct disclosure requirements and a separate confidentiality provision. After rejecting the plaintiffs' vagueness challenge, the Second Circuit could enjoin the disclosure requirements likely to violate the First Amendment while leaving in force a confidentiality provision that "function[ed] independent of the disclosure requirements." 740 F.3d at 242–43. Here, no comparable textual division separates the Law's application to existing contractual rights from its application to later-formed rights. Narrowing the injunction along that line would require the Court to add a limitation to the Law, not simply leave an independent provision in force.

Because the constitutional defect in the prospective regime cannot be isolated in particular statutory text, limiting the Law to future contractual relationships would require the Court to add a distinction the Council did not enact. Nothing in the Law indicates that the Council would have chosen that limited regime had it anticipated the constitutional defect. The Court therefore concludes that Local Law 52 should be enjoined in full at this preliminary stage.[6]

[6] Following oral argument, the Court ordered supplemental briefing on whether Section 1 and the recordkeeping provisions should go into effect if the substantive deactivation provisions were enjoined. The City conceded that "if Section 1 and the Recordkeeping provisions went into effect, but the law's substantive protections did not, Section 1 and much of the Recordkeeping provisions would likely serve little practical purpose." Uber Dkt. No. 44 at 2.

IV. CONCLUSION

For the reasons stated above, Plaintiffs' motions for a preliminary injunction are granted. The City is preliminarily enjoined from enforcing Local Law 52 pending further order of the Court.

The Clerk of Court is directed to terminate the motions pending at Uber Dkt. No. 5 and Lyft Dkt. No. 6.

SO ORDERED.

Dated: July 21, 2026
New York, New York

GREGORY H. WOODS
United States District Judge

BEFORE THE NEW YORK CITY DEPARTMENT OF CONSUMER AND WORKER PROTECTION

Request for comment: Proposed Rules Implementing Local Law 52 of 2026	Public Hearing: August 5, 2026

COMMENTS OF
UBER USA, LLC AND ITS AFFILIATES

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Uber[1] respectfully submits these comments regarding the Department of Consumer and Worker Protection's (DCWP or the Department) proposed rules adding Subchapter I to Chapter 7 of Title 6 of the Rules of the City of New York as part of the implementation of Local Law 52 of 2026.

I. PROCEEDING WITH RULEMAKING VIOLATES A FEDERAL COURT INJUNCTION AND CONSTITUTES ADMINISTRATIVE WASTE

As a threshold matter, DCWP's decision to move forward with rulemaking and public hearing on the Department's effort to implement Local Law 52 of 2026 is unlawful. On July 21, 2026, the United States District Court for the Southern District of New York (Woods, J.) issued a preliminary injunction in *Uber Technologies, Inc. v. City of New York* (Case No. 1:26-cv-04893-GHW), **enjoining the enforcement of Local Law 52 of 2026 in its entirety**.[2]

The Court explicitly held that:

1. Uber and Lyft are likely to succeed on the merits of their claims that Local Law 52 violates the Contracts Clause of the U.S. Constitution.
2. Uber and Lyft are likely to show that the Law permanently impairs private contracts without serving a significant or legitimate public purpose.
3. Forcing platforms to comply with the Law's deactivation and reinstatement mechanics creates severe, irreparable harms to public safety, rider trust, and brand goodwill.

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[1] "Uber" herein refers to Uber USA, LLC (TLC Licenses HV0003 | B03404), and its affiliates.
[2] A true and complete copy of the Court's Memorandum Opinion and Order is attached hereto as Exhibit A (Mem. Op.).

4. The statutory scheme cannot be severed, as enjoining core provisions while leaving procedural or recordkeeping rules intact would create a regulatory regime the City Council never intended.

Because the underlying law has been enjoined in full, DCWP lacks the legal authority to implement, administer, or enforce rules under Subchapter 8 of Chapter 12 of Title 20 of the Administrative Code. Attempting to promulgate complex, burdensome administrative regulations to enforce an enjoined, unconstitutional statute creates unnecessary regulatory confusion and constitutes a waste of the City's resources. It also leaves entities like Uber no choice but to participate in a process that should not be occurring, and may only result in further litigation. DCWP should immediately stay or withdraw this rulemaking pending the final outcome of the federal litigation.

Under protest and without waiving any of its rights, claims, or arguments in the pending litigation, Uber respectfully submits the following objections to the proposed rules.

II. THE PROPOSED RULES ARE INDEPENDENTLY UNCONSTITUTIONAL

The proposed rules violate Uber's constitutional rights for the same reasons that Local Law 52 does, as Uber detailed in its filings in *Uber Techs*.,[3] and as the Court there found sufficiently likely to preliminarily enjoin the law:

- **Contracts Clause:** The proposed rules violate the Contracts Clause by destroying Uber's contracted-for right to deactivate a driver without notice based on Uber's determination that the driver had violated their agreement with Uber. Like Local Law 52, the proposed rules replace the contracted-for standard for deactivation with a new "just cause" standard; replace Uber's discretion with fact-finder review; and replace Uber's right to deactivate without notice with detailed requirements for notice timing and contents. Proposed § 7-912(e) (describing factors for fact-finder to consider in deciding whether Uber had "just cause" for a deactivation); Proposed § 7-905 (requirements for Notice of Discipline); Proposed § 7-906 (requirements for Advance and Final Notices of Deactivation); Proposed § 7-907 (requirements for Notice of Layoff); Proposed § 7-908 (reinstatement requirements and requirements for Prior Deactivation Notice); Proposed § 7-909 (requirements for Deactivation Information Packet).

- **Due Process:** The proposed rules violate the Due Process Clause by subjecting Uber to retroactive liability–"an obligation to reinstate" based on "a new legal assessment of the completed deactivation under standards and a burden of proof that did not govern when the decision was made," s*ee Uber Techs.*, Mem. Op. at 22 n.4–without any rationale for any retroactivity, let alone seven years specifically. Proposed § 7-908 (requirements for "Prior Deactivations").

- **Compelled Speech:** The proposed rules violate Uber's freedom of speech under the First Amendment by compelling Uber to speak specific content such as "precise and detailed reasons"

[3] A true and complete copy of Uber's Complaint in that case is attached as Exhibit B. A true and complete copy of Uber's briefing on its motion for a preliminary injunction, including Uber's declarations and its presentation at the preliminary injunction hearing, is attached as Exhibit C. The points raised by Uber are incorporated herein by reference.

for a deactivation, Proposed § 7-906, and to provide other information to drivers that it does not want to disclose such as reports about deactivations of other drivers, Proposed § 7-909 (Deactivation Information Packet).

- **Compelled Association:** The proposed rules violate Uber's freedom of expressive association under the First Amendment by compelling Uber to provide platform access to drivers who violate Uber's deeply-held and often-expressed values, such as standing for safety. Proposed § 7-906(a) requires "14 days' advance notice of a planned deactivation" absent specific exceptions, and Proposed § 7-908 requires reinstatement of drivers previously deactivated as far back as July 28, 2019, unless Uber is able to provide notice regarding the previous deactivation that complies with the rules' new standards.

III. THE PROPOSED RULES EXCEED THE DEPARTMENT'S AUTHORITY BY UNLAWFULLY EXPANDING AND MISALIGNING WITH THE PLAIN TEXT OF LOCAL LAW 52

DCWP's proposed rules frequently depart from and rewrite the statutory language of Local Law 52. This type of policymaking contravenes the separation of powers and exceeds the authority delegated to the agency under the New York City Charter, and would therefore be struck down. *See, e.g.*, *Boreali v. Axelrod*, 71 N.Y.2d 1, 12-13 (1987). The proposed rules rewrite the statute in numerous areas:

1. **Creation of New, Non-Statutory Dual-Notice Requirements (§ 7-906(b)):** Local Law 52 requires 14 days' advance notice for planned deactivations. Proposed § 7-906(b) creates an entirely new administrative requirement forcing platforms to issue a *second* "Final Notice of Deactivation" within 5 days after a deactivation takes effect, even when a full 14-day advance notice was already provided. This double-notice requirement appears nowhere in Local Law 52, despite the Law speaking specifically as to required notices. "An agency cannot create rules, through its own interstitial declaration, that were not contemplated or authorized by the Legislature . . . ." *Tze Chun Liao v. N.Y. State Banking Dep't*, 74 N.Y.2d 505, 510 (1989); *see also N.Y. State Superfund Coal., Inc. v. N.Y. State Dep't of Envtl. Conservation*, 18 N.Y.3d 289, 294-295 (2011) ("an agency's authority must coincide with its enabling statute."). Local Law 52 authorizes the Department to "designate" the "form and manner" of the notices prescribed by the statute, *see* Administrative Code §§ 20-1282(d), 20-1282(e), 20-1283(c)—not to require additional notices beyond the ones imposed by the statute.

   The rules likewise go beyond Local Law 52 by imposing multiple new required notices for discipline short of deactivation. In contrast to the statute's requirements for specific notices of deactivation, Proposed § 7-905(d) invents an entirely new requirement for a "Notice of Discipline" for "any disciplinary measure," as well as a mandatory follow-up notice. These rules likewise make little sense, where "discipline" itself may be in the form of a notice.

2. **Creation of New, Non-Statutory and Overreaching Training Definitions (§ 7-901):** Proposed § 7-901 defines "relevant and adequate training" along the lines of attempting to compel platforms to provide free instruction on general safe driving, anti-discrimination laws, and customer service.

Local Law 52 does not task the DCWP to further define its terms, and certainly does not authorize the DCWP to implement training requirements by rule. Additionally, the New York City Taxi & Limousine Commission (TLC) has already established, and facilitates through a list of approved providers, the mandatory training required for all TLC-licensed drivers. Although Uber provides drivers with information and tips relevant to driving on the Uber platform, it does not provide individualized safety training to the independent drivers in New York City. It is TLC, not DCWP, that is responsible for determining the level of training for the nearly two hundred thousand active TLC-licensed drivers.

3. **Unlawful Expansion of Comparative Data Scope Beyond the 12-Month Statutory Window (§ 7-909(a)(2)(ix)):** Local Law 52 expressly limits the scope of comparative deactivation data required in a Deactivation Information Packet. Specifically, Administrative Code § 20-1286(a)(3) limits anonymized and aggregated reports regarding drivers deactivated or disciplined for the same or similar conduct to the 12 months preceding the deactivated driver's deactivation. In direct conflict with this statutory limitation, Proposed § 7-909(a)(2)(ix) discards the 12-month rolling window and instead commands platforms to compile comparative data starting from a fixed baseline date: July 28, 2026 (Local Law 52's original effective date). This rule proposal is legally flawed for two distinct reasons:

    - DCWP has no authority to alter statutory parameters enacted by the City Council. Replacing a 12-month rolling window with a fixed baseline creates an ever-expanding, multi-year cumulative database requirement that improperly expands the administrative burden on platforms beyond what the statute authorized. DCWP was not authorized to make this determination.

    - Compelling platforms to begin compiling comparative datasets starting on July 28, 2026, a week after a federal judge enjoined Local Law 52 in its entirety, requires platforms to continuously track and categorize deactivations under statutory categories ("egregious misconduct," "failure to perform job duties," etc.) that are currently enjoined and unenforceable. DCWP must align § 7-909(a)(2)(ix) with the explicit 12-month statutory window set forth in Administrative Code § 20-1286(a)(3), and account for the injunction.

4. **Creation of New, Non-Statutory and Overreaching Requirements for Data and Logs (§§ 7-904(d)(1)(iii), 7-909(a)(2)(vi), 7-909(b), 7-910(c)):** Local Law 52 specifies in detail the types of data a platform must provide to a driver. *See* Administrative Code § 20-1286(a). The rules go beyond implementing the law's requirements and require additionally that platforms provide earnings data for the three years prior to the deactivation–a requirement found nowhere in the text of the statute. Proposed § 7-909(a)(2)(vi). They further require the maintenance and production of detailed logs that are likewise found nowhere in the statute: a log for each driver itemizing all changes to that driver's platform access permissions (whether or not related to any deactivation), Proposed § 7-904(d)(1)(iii), and detailed logs of all information or documents redacted or withheld from a notice or Deactivation Information Packet, Proposed §§ 7-909(b), 7-910(c).

5. **Unfounded Claim of "Non-Retroactivity" Regarding Prior Deactivations (§ 7-908):** In its

Statement of Basis and Purpose, the Department asserts that "Local Law 52 does not have retroactive effect" and that Proposed § 7-908 merely establishes a "prospective process" that does not require platforms to relitigate past decisions under legal standards that did not exist when the decisions were made. This assertion is flatly contradicted by the findings of the U.S. District Court; Judge Woods explicitly rejected this exact argument, ruling that the 7-year "prior deactivation" regime (covering completed deactivations from July 28, 2019, through July 28, 2026) unequivocally operates retroactively:

- **Attaching New Consequences to Completed Past Events:** Judge Woods held that labeling the petition process "prospective reinstatement" does not change the law's true nature: "Although reinstatement occurs prospectively, it is a new legal consequence attached to a past event. The provisions therefore operate retroactively". *Uber Techs., Inc. v. City of New York*, slip op. at 22 n.4 (S.D.N.Y. July 21, 2026).

- **Imposing Later-Created Substantive Standards:** The Court observed that the obligation to reinstate drivers deactivated years ago depends on a "new legal assessment of the completed deactivation under standards and a burden of proof that did not govern when the decision was made". *Uber Techs., Inc. v. City of New York*, slip op. at 22 n.4 (S.D.N.Y. July 21, 2026).

- **Arbitrary Penalization Based on Historical Recordkeeping:** As the District Court highlighted, compelling platforms to defend up to seven years of completed deactivations under newly created statutory criteria makes reinstatement turn on missing evidence rather than the wrongfulness of the original decision. Uber had no legal reason or expectation years ago to create or retain records suited to standards enacted in 2026. Uber's inability to meet a present burden of proof simply reflects the passage of time and absence of documentation, not that the original safety or fraud deactivation was erroneous or unsupported.

By promulgating Proposed § 7-908, DCWP is attempting to build an administrative enforcement mechanism around a 7-year lookback scheme that a federal judge has already found likely to be a severe impairment of private contract rights, and potentially unconstitutionally retroactive. DCWP cannot bypass constitutional constraints simply by mislabeling retroactive mandates as "prospective reconsideration".

IV. THE DEPARTMENT FAILED TO PERFORM ANY ANALYSIS, PROVIDED NO JUSTIFICATION OR BASIS FOR ITS REQUIREMENTS, AND DID NOT ACCOUNT FOR RELEVANT FACTORS OR ALTERNATIVES

The Department has no basis—let alone a reasonable one—for its Proposed Rules, rendering them arbitrary and capricious. The Department has provided no indication that it considered *anything* in formulating the proposed rules. The Department's Statement of Basis and Purpose of Proposed Rule ("Statement of Basis and Purpose") does not cite to, or even describe, a single document, source of data, or any other information that inform the proposed rules. Nor do they reference or explain any analysis performed by the Department in arriving at its proposed rules. Illustrating the lack of basis, the handful of sentences providing any reasoning are cursory and backed up by no facts or analysis. For example, the Department asserts that the proposed rules' provision for redactions "balances" the interests of drivers and passengers, Notice at 5, but does not explain the basis for that assertion, whether any analysis was performed to reach it, or whether it is based on any underlying facts. Likewise, there is no indication the Department considered any alternatives.

Particularly egregiously, the Department ignored information readily available to it from the record before the Court in *Uber Techs*. In multiple sworn declarations on the public docket, Uber detailed its existing practices and policies surrounding deactivation, notice, and appeals, none of which are referenced or acknowledged by the Department. *See* Ex. C; *see also* Mem. Op. at 5-6 (Court describing Uber's practices). The Department likewise ignored the detailed explanations of safety issues in those declarations, including Uber's reasons for limiting the information provided to drivers regarding customer complaints. *See* Ex. C. The Court in *Uber Techs.* highlighted the City's failure to "consider whether the Law would make travel less safe" for riders, and its failure to consider the effect of administrative proceedings on "the passengers whose complaints may have triggered those proceedings." Mem. Op. at 36-38. Like the City in enacting the now-enjoined law in the first instance, the Department failed to consider rider safety in formulating these rules. Its Statement of Basis and Purpose provides no explanation for disregarding safety issues and requiring Uber to nonetheless provide, *e.g.*, the "full text and date of all customer comments," *see* Proposed § 7-909(a)(2)(vii), and it cites no countervailing information or data that could justify its requirements.

To the extent the Department did perform any analysis or take any information into account, that analysis or information is wholly absent from the Statement of Basis and Purpose. Notice and comment is designed to serve important policy goals, including providing maximum participation to affected parties, and ensuring that agencies have full information before making decisions. The omission of any underlying analysis or information relied upon by the Department (if such analysis or information exists) undercuts those goals by making it impossible for regulated parties and affected communities to meaningfully comment.

The Department's failure to perform any analysis or consider relevant information predictably resulted in arbitrary and poorly-considered proposed rules that would create safety and privacy risks, impose unnecessary burdens, and jeopardize Uber's security measures, as detailed below in Sections V and VI.

V. THE MANDATED DISCLOSURE OF VERBATIM RIDER COMMENTS THREATENS PASSENGER SAFETY, VIOLATES PRIVACY ASSURANCES, AND WILL DETER SURVIVOR REPORTING OF MISCONDUCT

Proposed § 7-909(a)(2)(vii) requires platforms to include in the Deactivation Information Packet the "full text and date of all customer comments, ratings, and complaints received regarding the driver," subject only to redactions of personally identifiable information (PII).

This requirement–which goes beyond the statute in requiring the disclosure of not just the substance but the "full text and date" of rider comments–is fundamentally dangerous, antithetical to industry-standard safety practices, and directly undermines the public interest in safe, reliable transportation. The Department also completely failed to consider alternatives, such as the availability of documents through formal legal process and with protections such as protective orders subject to Court oversight.

1. **Unprecedented Disclosure of Rider Complaints:** As a preliminary and critical matter, Uber does not provide verbatim rider comments or unredacted feedback to drivers anywhere in the United States. Uber explicitly and routinely assures riders that their feedback and inputs will remain confidential and will not be shared directly with drivers. This policy is not an administrative preference; it is a foundational safety standard designed—in partnership with third-party survivor advocacy groups—to maintain rider trust and protect passengers from post-trip harassment, intimidation, or physical retaliation.

2. **"PII Redaction" Does Not Sufficiently Protect Riders' Privacy:** The Department's assumption that redacting formal PII (such as names or phone numbers) adequately protects passengers demonstrates a profound misunderstanding of how safety complaints are communicated. Verbatim text frequently contains unique contextual details, including specific drop-off anecdotes, conversational speech patterns, precise times of day, or distinct trip complaints that may make the reporting rider more easily and even potentially instantly identifiable to the driver. Stripping a passenger's name from a paragraph of verbatim text does virtually nothing to prevent a driver from deducing exactly which rider submitted the report.

3. **Severe Chilling Effect on Safety and Sexual Misconduct Reporting:** Under the proposed rules, Uber must remove its safety assurance that feedback will remain confidential. This change in assurance is likely to deter survivors of sexual harassment, physical assault, or egregious misconduct from coming forward and reporting their experiences to companies. By forcing the disclosure of verbatim prose, DCWP's rule will actively suppress the reporting of dangerous driver behavior, leaving platforms in the dark and putting the broader New York City public at risk.

4. **Direct Alignment with the Federal Court's Injunction Order:** This precise danger was highlighted by the U.S. District Court in *Uber Technologies, Inc. v. City of New York*, where Judge Woods admonished the City for failing to consider the chilling impact of its deactivation rules on passenger safety and survivors of misconduct. The Court explicitly recognized that:

    ○ Uber limits verbatim and identifying details specifically to "reduce the risk that drivers could identify and potentially retaliate against reporting riders." *Uber Techs.,* Mem. Op. at 5–6, 46 (citing Freivogel Decl. ¶¶ 31–32).

    ○ The City Council passed these mandates without evaluating whether forcing disclosures would "have a particularly adverse effect on the survivors of sexual assault" or "discourage survivors from lodging meritorious complaints against drivers". *Uber Techs.,* Mem. Op. at 37–38.

Forcing Uber to break privacy guarantees made to millions of riders and hand over verbatim complaint text directly endangers passenger safety. DCWP must eliminate the requirement to provide verbatim customer comments in Proposed § 7-909(a)(2)(vii).

VI. THE PROPOSED RULES ARE OVERLY PRESCRIPTIVE, BURDENSOME, AND THREATEN PROPRIETARY SECURITY AND PASSENGER PRIVACY

Should the Department proceed despite the Court's injunction, the proposed rules—specifically Proposed § 7-909 ("Deactivation Information Packet") and Proposed § 7-904 ("Recordkeeping")—impose an extraordinary level of prescriptive micro-management that exceeds reasonable administrative standards:

- **Micro-Managed Formatting Mandates (§ 7-909(a)(2)):** The proposed rules force platforms to compile massive "Deactivation Information Packets" adhering to rigid formatting rules, including mandated cover pages for every subsection, mandatory insertion of pages reading *"This page is intentionally left blank"* if a section is omitted, sequential page numbering, and placing driver names and internal IDs on every single page. This level of operational micro-management is gratuitous, severely burdensome, and serves no legitimate regulatory function. It appears designed to create a regulatory minefield design to cause a technical violation.

- **Permission Logs Encompassing All Changes To Driver Status (§ 7-904(d)(1)(iii)):** The proposed rules require platforms to maintain detailed "permission logs" –mentioned nowhere in Local Law 52–that itemize "all changes to a driver's permission to access or use its driver platform," regardless of the reason for the status change or whether the change may have been caused by the driver him- or herself, and regardless of whether the driver attempted to go online.

- **Overbroad Data Compilations (§ 7-909(a)(2)(vi)–(ix)):** The rules compel platforms to compile and disclose three years of weekly earnings tables, full unredacted historical customer ratings and comments, raw driving performance data, and complex comparative discipline reports comparing the driver against all other deactivated or disciplined drivers. This quantity of information does not materially improve drivers' ability to respond to or appeal a deactivation, and may even cause confusion.

- **Micro-Managed Progressive Discipline Procedures (§ 7-905(d)):** The rules go beyond Local Law 52's requirement that platforms formulate their own progressive discipline policy by requiring that platforms furthermore provide a detailed Notice of Discipline for discipline short of deactivation, as well as an additional follow-up notice 14 days later. Neither of these requirements reflects anything in the plain text of Local Law 52.

- **Impractical PII Logging and Redaction Mechanics (§ 7-909(b), § 7-910(c)):** While the proposed rules nominally recognize the need to protect passenger PII and proprietary fraud detection techniques, the redaction log requirements are unworkable. Requiring line-by-line redaction logging, citing document Bates numbers, exact coordinates of redactions, and unique identifiers for every redacted passenger comment or fraud detection safeguard imposes an immense administrative burden designed to punish platforms rather than facilitate fair review. These additional logs will serve no true purpose to deactivated drivers, and add hours of additional review to avoid a technical violation of the rules. Finally, compelling platforms to turn over unredacted records to DCWP or arbitrators jeopardizes sensitive fraud detection methodologies that protect the entire rideshare ecosystem. This requirement exceeds what is mandated by Local Law 52 and constitutes a new legal requirement that the Department lacks authority to implement, and thus violates the separation of powers.

VII. CONCLUSION

Local Law 52 has been enjoined in full by the U.S. District Court. DCWP's proposed rules exceed statutory authority, impose unworkable data burdens, threaten safety and privacy, and attempt an unlawful administrative rewrite of the underlying statute. They are not based on adequate justification, record, or consideration of other factors and alternatives. Uber respectfully requests that DCWP formally suspend or withdraw this rulemaking proceeding until the federal courts have fully adjudicated the legal validity of Local Law 52. The proposed rules will only lead to more litigation. Without waiving any of its rights, claims, or arguments in the pending litigation, Uber submits the objections and comments herein to the proposed rules.

EXHIBIT A

USDC SDNY
DOCUMENT
ELECTRONICALLY FILED
DOC #: ________________
DATE FILED: 7/21/2026

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

UBER TECHNOLOGIES, INC., *et al.*,

Plaintiffs,

-v-

CITY OF NEW YORK,

Defendant.

1:26-cv-4893-GHW

1:26-cv-4931-GHW

MEMORANDUM OPINION & ORDER

LYFT, INC.,

Plaintiff,

-v-

CITY OF NEW YORK,

Defendant.

GREGORY H. WOODS, United States District Judge:

Approximately 87,000 Uber and Lyft drivers completed more than 22 million trips in New York City in March 2026. Each company's agreements with drivers confer broad authority over platform access, including the right to deactivate a driver without advance notice. Uber and Lyft use that authority to police the safety of their platforms and their passengers. A statute recently passed by the New York City Council—Law 52 of 2026—deprives Uber and Lyft of those contractual rights. Under the Law, Uber and Lyft may deactivate drivers only for specified reasons, and they cannot do so unless they follow procedures prescribed by the City.

The City Council enacted the Law to protect drivers from wrongful deactivations. But the record does not establish that wrongful deactivation is a problem that affects more than a narrow group. Uber, for example, deactivates approximately one percent of its New York drivers each year, and permanent deactivations number in the hundreds among a workforce of tens of thousands. The record documents hardships that wrongful deactivation imposes on drivers but does not estimate how many deactivations were wrongful. The record does not establish that the group likely to require its protections is large in the context of the public served by the City Council.

And the record shows that the City Council did not consider the Law's effects on the broader citizenry of New York City, such as passengers and pedestrians—groups whose safety depends in part on swift deactivation of drivers accused of assault, fraud, or dangerous conduct. Nor did the City consider whether the cost of compliance with the Law would result in increased costs for the millions of monthly users of Uber and Lyft's services.

Uber and Lyft contend that Local Law 52 violates the Contracts Clause and other provisions of the Constitution, and each seeks a preliminary injunction preventing enforcement of the Law before it takes effect. On this record, because Uber and Lyft are likely to succeed in showing that the Law protects a narrow class of drivers and does not advance the broader social or economic interest which the Constitution requires to permit the severe impairment of their contracts, Plaintiffs' motions for a preliminary injunction are granted.

I. BACKGROUND

A. Plaintiffs

Plaintiffs Uber Technologies, Inc. and Uber USA, LLC (together, "Uber") and Plaintiff Lyft, Inc. ("Lyft," and together with Uber, "Plaintiffs") operate technology platforms that connect drivers who provide for-hire transportation to riders who request it. Uber Dkt. No. 11 ("Perl Decl.") ¶¶ 5–6; Lyft Dkt. No. 9 ("Castleman Decl.") ¶ 2. As of March 2026, there were approximately 111,800 taxi and for-hire vehicle drivers in New York City, 87,207 of which were high-volume for-hire vehicle service drivers.[1] Uber Dkt. No. 28 ("Opp.") at 44. In March 2026, Uber and Lyft drivers completed more than 22 million of the 28 million trips taken in New York City by taxi and for-hire vehicle drivers. *Id.*

Uber launched its platform in New York City in 2011, and Lyft began operating there in 2014. Perl Decl. ¶ 5; Castleman Decl. ¶ 2. More than 100,000 trips are made available to New York City drivers through Uber each day. Perl Decl. ¶ 6. Drivers on both platforms are independent contractors. Perl Decl., Ex. 1 ("PAA") § 1.1(a); TSA § 13.1; Castleman Decl., Ex. E ("TOS") § 20. They decide when, where, and whether to offer rides; which trip requests to accept; and whether to work simultaneously for other platforms or maintain outside employment. Perl Decl. ¶ 19; PAA § 1.1(b). Drivers in New York City must hold an active Taxi and Limousine Commission ("TLC") for-hire driver's license to access either platform. Castleman Decl. ¶ 4. Deactivation from either platform does not affect a driver's TLC license; a deactivated driver remains free to work for other rideshare platforms, traditional car services, or elsewhere. Perl Decl. ¶ 19. Each platform requires every driver to agree to the platform's terms as a precondition of access, and drivers may terminate their agreements at any time upon advance written notice. PAA § 5.2; TOS § 16(a).

B. Uber's Existing Deactivation Framework

Since January 1, 2022, Uber and each driver have entered into the Platform Access Agreement ("PAA"). Perl Decl. ¶ 8. From December 10, 2015 through January 5, 2020, Uber's agreements with drivers were governed by the Technology Services Agreement, and from January 6, 2020 through January 1, 2022, they were governed by an earlier version of the Platform Access Agreement. Perl Decl. ¶¶ 13–15, Ex. 3 ("TSA"). Those prior agreements afforded Uber

[1] A "high-volume for-hire service" means an entity operating under a common brand "utilizing software that allows a passenger or prospective passenger to arrange for transportation using a passenger-facing booking tool, including a smartphone or other electronic device, and that dispatches, or facilitates the dispatching of, 10,000 or more trips in the city in one day." *See* Admin. Code § 19-502 (gg). At oral argument, the City represented that Uber and Lyft are the only high-volume for-hire vehicle services in New York City. July 16, 2026 Hearing Tr. at 67:7–13.

substantially the same deactivation rights as the current PAA. Perl Decl. ¶¶ 14–15; TSA §§ 2.4, 12.2.

The PAA, together with the Uber Community Guidelines and other incorporated policies and standards, constitutes the parties' "Agreement." PAA at 1. The PAA incorporates Uber's Community Guidelines and other applicable standards and policies, including safety and accessibility policies, into the parties' agreement. *Id.* The Community Guidelines prohibit conduct involving physical contact, threatening or rude behavior, discrimination, fraud, unsafe driving, account sharing, and other misuse of the platform. Perl Decl., Ex. 2 at 2–4, 6, 10. By accepting the Agreement, each driver consents to Uber's deactivation rights. PAA § 5.3.

The PAA specifies each party's right to end the relationship. A driver may terminate "without cause at any time upon seven (7) days' prior written notice to Uber" or "immediately, without notice for Uber's violation or alleged violation of a material provision of this Agreement." PAA § 5.2. Uber's deactivation right is set forth in Section 5.3 of the PAA:

> You consent to and we may temporarily deactivate your account without notice to investigate whether you have engaged in, or your account has been used in, activity that is deceptive, fraudulent, unsafe, illegal, harmful to our brand, business or reputation, or that violates this Agreement (including the policies incorporated herein by reference) (any of the foregoing, a 'Material Breach or Violation'). You also consent to and we may terminate this Agreement or permanently deactivate your account without notice if we determine in our discretion that a Material Breach or Violation has occurred.

PAA § 5.3.

Uber's agreements contained comparable provisions throughout the period reached by Local Law 52's retrospective provisions. Perl Decl. ¶¶ 13–15. From December 10, 2015 through January 5, 2020, Uber's Technology Services Agreement provided that Uber could "deactivate or otherwise restrict" a driver's access for an actual or alleged violation of the agreement, conduct that harmed Uber's brand, reputation, or business as determined in Uber's sole discretion, or a driver's failure to satisfy applicable law or Uber's standards and policies. TSA §§ 2.4, 12.2. An earlier version of the PAA, in effect from January 6, 2020 through January 1, 2022, contained the same termination and deactivation provisions as the current PAA. Perl Decl. ¶ 15. Uber characterizes the PAA's deactivation and termination provisions as "central to the Agreement and Uber's willingness to enter into it" because Uber has to "balance competing interests, including maintaining driver access to its platform, fairness, and safe and high-quality experiences for riders, and its own financial interests—for example, against liability or fraud." *Id.* ¶ 16.

Uber deactivates approximately one percent of New York driver accounts each year. *Id.* ¶ 17. At a September 27, 2024 hearing before the City Council's Committee on Transportation and Infrastructure concerning the proposed deactivation legislation, Uber's representative testified that permanent deactivations numbered "in the hundreds, not in the thousands." Riggs Decl., Ex. F ("Sept. 2024 Hearing Tr.") at 172:7–10. Uber also states that more than 12,000 drivers have been deactivated since 2019. Perl Decl. ¶ 31. The record does not provide a combined annual deactivation count for Uber and Lyft or a separate annual count for Lyft.

Uber reports that safety issues accounted for more than half of its New York City driver deactivations in 2025, and that safety and fraud—including identity and document fraud—together accounted for more than ninety-two percent. *Id.* ¶ 18. Safety-related deactivations include dangerous driving and serious incidents such as physical or sexual assault and intoxicated driving. Freivogel Decl. ¶¶ 18, 22. For safety-related reports, Uber does not deactivate a driver without human review, and no deactivation through Uber's Safety team is based solely on an automated system. *Id.* ¶ 15. In most situations, Uber notifies the driver of the date of the relevant trip and the general nature of the allegation, but does not disclose the reporting rider's name, personally identifiable information, or the verbatim text of the complaint. *Id.* ¶¶ 28, 30–31. For serious incidents, including alleged sexual assault, Uber provides more limited information to reduce the risk that drivers could identify and potentially retaliate against reporting riders. *Id.* ¶¶ 31–32. Uber similarly provides only limited information to drivers deactivated for identity or economic fraud because revealing how Uber detected the fraud could help fraudsters evade detection in the future. Uber Dkt. No. 9 ("De Coning Decl.") ¶¶ 20–21; Uber Dkt. No. 10 ("Jarzabek Decl.") ¶¶ 11–13.

When Uber receives a serious safety allegation, such as a report of sexual assault, it temporarily restricts the driver's account pending investigation. Freivogel Decl. ¶ 18. For serious incidents, Uber may deactivate the driver based on a single rider report even absent a definitive factual conclusion, because being identified as having committed a serious safety incident violates Uber's standards. *Id.* ¶ 21. Once Uber decides to permanently deactivate a driver, it acts immediately, and the driver loses platform access at the moment of deactivation. *Id.* ¶ 37. Uber explains that permitting a driver to remain on the platform after a deactivation decision—with knowledge that deactivation is imminent—creates a risk that the driver will harm additional riders or commit further fraud. *Id.* ¶¶ 38–39; Jarzabek Decl. ¶¶ 16–17.

Uber maintains an internal "Review Center" through which most deactivated drivers may seek review by a specialized team; more than eighty percent of New York City drivers deactivated in 2025 chose to appeal, and reactivations occur. Perl Decl. ¶ 22. Since 2016, drivers in the City have also had access to an independent appeals process through the Independent Drivers Guild ("IDG"),[2] under which drivers are represented by trained advocates and cases are ultimately decided by worker panels administered by a third-party arbitrator. *Id.* ¶ 26.

C. Lyft's Existing Deactivation Framework

Lyft and its drivers are governed by the Lyft Terms of Service ("TOS"), last updated February 9, 2026, together with incorporated guidelines, policies, and addenda (collectively, the "Lyft Agreement"). Castleman Decl. ¶ 7; TOS. The deactivation terms embedded in the Lyft Agreement—codified in Section 16 of the TOS, incorporating Sections 9 and 10—have remained

[2] The Independent Drivers Guild ("IDG") describes itself as a nonprofit affiliate of the International Association of Machinists and Aerospace Workers that represents for-hire vehicle drivers. Sept. 2024 Written Test. at 46–47.

substantively similar since 2019. Castleman Decl. ¶ 8, Ex. F ("Aug. 26, 2019 TOS"). Like Uber, Lyft requires drivers and riders to comply with Community Guidelines that direct all users to "put safety first" and make clear that violations may result in permanent removal from the platform. Castleman Decl. ¶ 6, Ex. D.

Section 9 of the TOS enumerates "restricted activities" with which drivers agree not to engage. They include prohibitions on stalking, harassment, threats, and carrying weapons, violation of applicable law, fraudulent or harassing conduct on the platform, impersonation and identity manipulation, discrimination and sexual harassment, and conduct undermining the operability of Lyft's platform. TOS § 9. Section 10 requires drivers to represent that they are properly licensed, competent, and insured, and provides, among other things, that drivers will not "attempt to defraud Lyft or Riders on the Lyft Platform." TOS § 10(f).

Section 16 of the TOS governs termination and deactivation and provides in relevant part:

> This Agreement may be terminated: (a) by User, without cause, upon seven (7) days' prior written notice to Lyft; or (b) by either party immediately, without notice, upon the other party's material breach of this Agreement, including but not limited to any breach of Section 9 or breach of Section 10(a)-(i) of this Agreement. In addition, Lyft may terminate this Agreement or deactivate your User account or cease offering or deny access to Lyft services or any portion thereof immediately in the event: (1) you are no longer eligible to qualify as a User; (2) you no longer qualify to provide Rideshare Services or to operate the approved vehicle under applicable law, rule, permit, ordinance or regulation; (3) you fall below Lyft's star rating threshold; or (4) Lyft has the good faith belief that such action is necessary to protect the safety of the Lyft community or third parties, provided that in the event of a deactivation pursuant to (1)-(4) above, you will be given notice of the potential or actual deactivation and an opportunity to attempt to cure the issue to Lyft's reasonable satisfaction prior to Lyft permanently terminating the Agreement. For all other breaches of this Agreement, you will be provided notice and an opportunity to cure the breach. If the breach is cured in a timely manner and to Lyft's satisfaction, this Agreement will not be permanently terminated.

TOS § 16. The Deactivation Terms draw a material distinction between two categories of violation. For breaches of Sections 9 and 10(a)–(i)—including stalking, sexual assault, discrimination, fraud, and conduct undermining the platform—either party may terminate the Lyft Agreement immediately and without notice. *Id.* § 16(b). For four additional circumstances in Section 16—ineligibility as a user, failure to qualify under applicable law, falling below Lyft's rating threshold, or a good faith belief that deactivation is necessary for community safety—Lyft may act immediately but must provide notice and an opportunity to cure before any deactivation becomes permanent. *Id.* § 16(1)–(4). For all other breaches of the Lyft Agreement, notice and an opportunity to cure are required, and if the driver cures the deficiency, the Lyft Agreement is not permanently terminated. *Id.* § 16; Castleman Decl. ¶ 9.

For potential violations related to safety incidents, Lyft first places the driver's account on a temporary hold while it investigates. Castleman Decl. ¶ 13. Lyft notifies the driver of the hold and requests relevant information; both the rider and driver may submit evidence, including audio and video recordings, photos, and police reports and either may speak by phone with Lyft's investigating agents. *Id.* ¶ 14. Once the investigation is complete, Lyft notifies the driver of the final decision: either that the allegations were unsubstantiated, that a warning was warranted, or that the driver's account would be permanently deactivated. *Id.* More than seventy percent of driver account holds are resolved within 24 hours. *Id.* ¶ 17.

Permanently deactivated drivers may appeal to Lyft safety agents who were not involved in the underlying investigation and deactivation, submitting additional or newly available information such as dash-cam footage, photos, videos, and police reports. *Id.* ¶ 15, Ex. G. Drivers may also pursue claims through binding arbitration under Section 17 of the TOS. Castleman Decl. ¶ 16; TOS § 17. Lyft drivers who are IDG members may also use a separate appeal process established by Lyft and the IDG, which provides IDG support, an opportunity for informal resolution before a hearing, and an appeal to a neutral third-party arbitrator at Lyft's expense. Lyft Dkt. No. 8 ("Drylewski Decl."), Ex. 4 at 3.

Lyft describes its deactivation terms as "embody[ing] Lyft's careful balancing of public, driver, and rider safety with driver access to the platform," enabling Lyft to "intervene swiftly to deactivate drivers who pose a risk to public and rider safety" while affording drivers "notice, an opportunity to submit information, and a process to appeal deactivations that they believe are not fair or justified." Castleman Decl. ¶ 18; Lyft Brief at 5.

D. The Enactment of Local Law 52

In June 2023, the City Council introduced Int. No. 1078 of 2023, prompted in part by news reporting about passengers submitting false complaints to obtain ride refunds and by driver complaints about arbitrary deactivations. Uber Dkt. No. 26 ("Riggs Decl."), Ex. B, Ex. J ("Dec. 2025 Comm. Rep.") at 10–11. Int. No. 1078 did not advance, but its successor, Int. No. 276 of 2024, was introduced on February 28, 2024 by Council Member Shekar Krishnan. Opp. at 4; Riggs Decl., Ex. C. Int. No. 276 would have prohibited high-volume for-hire vehicle services ("vehicle services") from deactivating drivers except for just cause or a bona fide economic reason, required an informal resolution process, and imposed advance notice and progressive discipline requirements, with exceptions for immediate deactivation in cases of imminent safety concern. Riggs Decl., Ex. C; Opp. at 4; Dec. 2025 Comm. Rep. at 10–11.

In connection with committee hearings and the preparation of committee reports, the Council considered several surveys and studies regarding the experiences of vehicle service drivers in New York City and elsewhere. A February 2023 survey of for-hire vehicle drivers in California by the Asian Law Caucus reported that two out of three drivers surveyed had experienced discrimination, sexual harassment, or other forms of misconduct or customer bias while driving for vehicle services; that half of those who faced racial discrimination from a customer were also reported to the platform by that same customer; and that nearly all deactivated drivers in the survey suffered material hardship, with eighteen percent losing their vehicles and twelve percent losing their homes. Dec. 2025 Comm. Rep. at 8–9.

A 2024 TLC survey of New York City drivers found that ninety-one percent were born outside the United States, eighty-six percent were non-white, eighty percent relied on driving as their sole source of income, and sixty-six percent were still paying off their vehicles. Dec. 2025 Comm. Rep. at 5–6. Median car payments for vehicle-owning drivers ranged from $735 to $950 per month, with median insurance costs of $379 to $396 per month—expenses that continue to accrue during any period of deactivation. *Id.*

An October 2025 report by the Asian American Legal Defense and Education Fund ("AALDEF"), analyzing 2025 data collected by the New York Taxi Workers Alliance ("NYTWA"),[3] found that most of the deactivated drivers surveyed were "long-time, high-performing drivers with high ratings and no record of misconduct, and were deactivated without prior notice based on vague allegations of 'customer complaints.'" Dec. 2025 Comm. Rep. at 10. The report further found that seventy percent of Uber drivers and seventy-six percent of Lyft drivers surveyed received no notice before deactivation; that sixty-four percent of Uber drivers and seventy-five percent of Lyft drivers deactivated based on multiple complaints were not informed of earlier complaints before being deactivated; and that the most commonly reported consequences of deactivation were an inability to pay rent or afford groceries. *Id.*

On September 27, 2024, the City Council's Committee on Transportation and Infrastructure held a public hearing on Int. No. 276, receiving oral and written testimony from drivers, advocacy organizations, and the FHV services. Sept. 2024 Hearing Tr.; Ex. G ("Sept. 2024 Written Test."). NYTWA, which represents approximately 28,000 driver members, testified that more than 2,000 drivers annually seek its assistance with deactivations. Sept. 2024 Hearing Tr. at 56:20–57:4. The National Employment Law Project ("NELP") submitted written testimony highlighting the contrast

[3] NYTWA is a union of more than 28,000 New York City taxicab drivers, "representing yellow cab drivers, green car, and black car drivers, including drivers for Uber and Lyft." Drylewski Decl., Ex. 9 at 4.

between drivers' situation and the protections available to licensed taxicab drivers, who can contest TLC license revocation proceedings through an OATH administrative hearing at which TLC bears the burden of proof. Sept. 2024 Written Test. at 13–16. Legal Services NYC characterized Uber's existing appeals process as an "Uber-controlled process" that "resembles the grievance process provided by many other companies where the corporation ultimately makes the decision not a third-party." *Id.* at 51–52. Individual drivers testified about specific deactivations they regarded as unjust, including deactivations following a rider's demand for an unscheduled stop, a rider's demand that the driver make an illegal U-turn, or a false accusation of driving under the influence; one driver testified that she was deactivated after being physically and verbally assaulted by a passenger. Opp. at 9. Several drivers testified that they still do not know the reason for their deactivation. *Id.*

Uber and Lyft each testified in opposition. Lyft's representative stated that the then-proposed fifteen-day notice requirement for all deactivations would "create serious safety hazards for users of the Lyft platform and the public as a whole" and "would make it impossible for Lyft to comply with conflicting regulations that call for drivers to be deactivated immediately." Dec. 2025 Comm. Rep. at 11. Lyft's representative also expressed concern that disclosure requirements would force victims of serious misconduct to relive traumatic experiences. *Id.* Uber's representative, Josh Gold, stated that Uber agreed with the general principle of providing notices, warnings, and opportunities for improvement "for 99 percent of deactivations," but opposed any requirement in "egregious situations" that could "put a future rider in jeopardy." Sept. 2024 Hearing Tr. at 168:24–169:7. Gold also acknowledged that Uber had "worked in other jurisdictions to figure out better deactivation policies" and that deactivation processes in 2018 and 2019 "were not great." *Id.* at 178:19–179:7, 181. Uber's principal requests were that the bill narrow the notice period from fifteen to three days for most deactivations and that the definition of "egregious misconduct" be broadened. Dec. 2025 Comm. Rep. at 11–12.

With respect to appealable deactivations, IDG reported that it had represented approximately 20,000 drivers in the City during the preceding five years, including 4,800 cases in 2024, and had obtained reinstatement for ninety percent of the drivers it represented. Dec. 2025 Comm. Rep. at 7–8. However, nearly half of the drivers were deactivated "because their rating dropped below 4.75 out of 5.0" and "those drivers are back to work, as of right, as soon as they present their certificate of completion through our online platform." Sept. 2024 Written Test. at 47. The report noted that certain deactivations, including those involving criminal activity and physical or sexual altercations, were not eligible for Uber's IDG appeal process. *Id.* at 7. The Committee stated that the reinstatement rate suggested that "a significant number of deactivations either do not stand up to closer scrutiny or could be quickly resolved upon opening a line of communication between the FHV drivers and the FHV services." *Id.* at 8. The report did not distinguish between those two explanations, and the legislative record does not otherwise quantify the number of deactivations determined to have been wrongful.

Between September 27, 2024 and December 10, 2025, Committee staff engaged further with the vehicle services and organizations representing vulnerable passenger populations, principally to address concerns about the absence of a statutory definition of "egregious misconduct." *Id.* at 12. The result was Int. No. 276-A, introduced on December 18, 2025. Riggs Decl., Ex. H.

The amended bill incorporated a number of changes responsive to the vehicle services' concerns as expressed during the legislative process. "Egregious misconduct" was defined to mean "conduct that poses an imminent danger to other persons, including but not limited to violence, threats to engage in violence, sexual harassment, or sexual assault" or "discrimination in violation of federal, state, or local law." Dec. 2025 Comm. Rep. at 13. The Council declined to adopt Uber's broader proposed definition on the ground that it would be "over-inclusive and could include behavior such as the failure to properly signal a turn." *Id.* Account sharing and "a pattern of repeated fraudulent behavior" were added to the list of circumstances in which advance notice is not required. *Id.* Deactivations required by law or rule were excluded from the general prohibition. *Id.* The bill removed a proposed New York City Department of Consumer and Worker Protection ("DCWP")-run arbitration process and replaced it with an informal resolution process administered through each service's own electronic communications system, with drivers permitted to be represented throughout. *Id.* The data that services must produce to deactivated drivers was narrowed, and redaction of passengers' personally identifiable information was made mandatory. *Id.* at 13–14. The definition of "deactivation" was amended to allow up to 168 hours of temporary access restriction per year without triggering the law's full requirements, and language requiring consideration of exculpatory evidence was added. *Id.* at 14. Several requests from the vehicle services were not accommodated: Uber's request for TLC rather than DCWP oversight; Uber's request to limit the bill to deactivations lasting 30 days or more; and both services' requests for a standard of justification more deferential than preponderance of the evidence. *Id.* at 14–15.

The Committee voted in favor of Int. No. 276-A on December 18, 2025. Riggs Decl., Ex. K ("Dec. 2025 Hearing Tr."). At that hearing, Council Member Krishnan—the bill's primary sponsor, who had introduced the prior bill with substantially more stringent limitations—stated that "[t]he current system allows Uber and Lyft to upend drivers' lives in exchange for their own profits," described the legislation as "starting a nationwide movement to end unfair firings of app-based drivers," and characterized it as "setting an important national precedent" in "giving labor more power and holding megacorporations accountable." *Id.* at 5–6. The full Council voted to pass Int. No. 276-A later that day. Riggs Decl., Ex. L ("Dec. 2025 Stated Meeting Tr."). At that meeting, Council Member Krishnan stated that "[n]o longer are Uber and Lyft the judge, jury, and prosecutor in these cases." *Id.* at 61:13–15.

On December 31, 2025, Mayor Eric Adams vetoed Int. No. 276-A, citing concerns that it would "second-guess business decisions regarding independent contractors," "create regulatory confusion," and come "with a high cost." Riggs Decl., Ex. M. The Mayor's Office of Management and Budget had estimated that the bill would require a new compliance division of approximately 170 staff at an annual cost of approximately $23 million to process an assumed volume of approximately 2,000 cases per year, and one committee member cited that fiscal impact in explaining her vote against the bill. *Id.*; Dec. 2025 Hearing Tr. at 9.

On January 28, 2026, the Committee on Transportation and Infrastructure convened to consider an override. Riggs Decl., Ex. N ("Jan. 2026 Hearing Tr."). Committee Chair Shaun Abreu described the legislation as addressing situations in which drivers "can find themselves deactivated with little warning and limited explanation, effectively losing their income overnight," while recognizing that "platforms and the City have a responsibility to protect passengers and the public and to take swift action when there are credible allegations of violence, harassment, fraud, or other serious misconduct." *Id.* at 4. Council Member Krishnan described the occasion as "a historic day for drivers across this city and workers across the country," stating that before the Council's December passage, Uber and Lyft drivers had been "fired by billion-dollar companies, with no notice, no process, and no ability even to contact the companies that hired them after they were fired, to understand why they were fired, and to challenge it when it was wrongful." *Id.* at 7. On January 29, 2026, the Council voted to override the Mayor's veto, and Local Law 52 was enacted. Riggs Decl., Ex. A ("Local Law 52") at 28.

E. Local Law 52

Local Law 52 amends Title 20, Chapter 12 of the Administrative Code to extend existing workplace protection enforcement tools to high-volume for-hire vehicle service drivers and adds a new Subchapter 8 (Admin. Code §§ 20-1281–20-1290) establishing substantive protections and procedures. Local Law 52 § 9; Opp. at 12. The Law will take effect 180 days after it became law—

July 28, 2026. Local Law 52 § 10.

Section 1 extends Chapter 12's existing anti-retaliation protection to high-volume for-hire vehicle drivers. It provides that "[n]o person shall take any adverse action" against a driver that "penalizes" the driver for, or "is reasonably likely to deter" the driver from, "exercising or attempting to exercise any right protected under this chapter." Admin. Code § 20-1204(a). An adverse action includes "threatening, intimidating, disciplining, discharging, demoting, suspending or harassing" a driver, reducing the driver's hours or pay, informing another vehicle service that the driver engaged in protected activity, and discriminating against the driver, including based on perceived immigration status or work authorization. *Id.* A driver "need not explicitly refer to this chapter or the rights enumerated herein to be protected from retaliation." *Id.*

Under the law, a "deactivation" is "(i) an indefinite or permanent discharge, termination, or layoff of a high-volume for-hire vehicle driver; or (ii) a revocation or restriction of a high-volume for-hire vehicle driver's authorization to accept trips on a driver platform that is either continuously in effect for at least 72 hours or consists of multiple periods of revocation or restriction that total at least 168 hours within a 1-year period." Admin. Code § 20-1281.

Section 20-1282(a) states the core provision: a vehicle service "shall not deactivate a high-volume for-hire vehicle driver after such high-volume for-hire vehicle driver's probation period with such service except for just cause, for a bona fide economic reason, as described in section 20-1284, or where federal, state, or local law or rule requires such high-volume for-hire vehicle service to deactivate such high-volume for-hire vehicle driver." *Id.* § 20-1282(a). The Law does not apply to deactivations during the driver's initial 30-day probation period. *Id.* §§ 20-1281, 20-1290(1).

"Just cause" means the driver "engaged in egregious misconduct, failed to satisfactorily perform their job duties, or engaged in any other misconduct that is demonstrably and materially harmful to the high-volume for-hire vehicle service's legitimate business interests." *Id.* § 20-1281.

"Egregious misconduct" means "(i) conduct that poses an imminent danger to other persons, including but not limited to violence, threats to engage in violence, sexual harassment, or sexual assault or (ii) discrimination in violation of federal, state, or local law." *Id.*

Section 20-1282(b) directs a factfinder deciding whether a deactivation was for "just cause" to consider seven factors, "in addition to any other relevant factors": (1) whether the driver knew or should have known of the policy, rule, or practice that forms a basis for deactivation and knew or should have known of the potential consequences for the violation; (2) whether the policy, rule, or practice that forms a basis for deactivation is "reasonably related to safe and efficient" vehicle service operations; (3) whether the vehicle service "provided relevant and adequate training" to the driver; (4) whether the policy, rule or practice that forms a basis for the deactivation, including the utilization of progressive discipline, was "reasonable and applied consistently"; (5) whether the vehicle service "undertook a fair and objective investigation" into the driver's job performance, as well as their misconduct or failure; (6) whether deactivation is a "reasonable response" to the driver's job performance as well as their misconduct or failure to satisfactorily perform job duties and "accounts for any mitigating circumstances, including but not limited to [the driver's] past work history"; and (7) whether the driver "violated the policy, rule or practice or engaged in any misconduct or failure to satisfactorily perform job duties" that forms a basis for progressive discipline or such deactivation." *Id.* § 20-1282(b).

Local Law 52 does not designate a single factfinder; instead, the factfinder for a driver's challenge depends on the forum in which Uber and Lyft are called upon to justify any deactivation. A driver may file an administrative complaint with the Department of Consumer and Worker Protection ("DCWP"), which investigates the complaint "if resources permit" and, upon finding a violation, orders the prescribed administrative relief. *Id.* §§ 20-1207(b), 20-1208(c). Alternatively, a driver may bring a private action in "any court of competent jurisdiction" without first filing a complaint with DCWP. *Id.* § 20-1211(a), (e)(2). The City acknowledged during oral argument that drivers would be required to arbitrate such claims if required by the arbitration provisions in Uber and Lyft's agreements. July 16, 2026 Hearing Tr. at 61:2–7.

Under the statute, except where deactivation is for alleged egregious misconduct, a deactivation cannot be found to have been based on just cause unless the vehicle service demonstrates both that it utilized progressive discipline within the year preceding the deactivation and that it maintained a written progressive discipline policy that had been provided to the driver. *Id.* § 20-1282(c). "Progressive discipline" means "a disciplinary system that provides for a graduated range of reasonable disciplinary measures, including but not limited to warnings and further training requirements, in response to a high-volume for-hire vehicle driver's misconduct or failure to satisfactorily perform job duties for a high-volume for-hire vehicle service, with the type of disciplinary measure varying based on the frequency and degree of such misconduct or failure." *Id.* § 20-1281.

Except in specified circumstances, a service must provide a driver with advance notice of an impending deactivation fourteen days before it takes effect. The notice must state "all the precise and detailed reasons" for the deactivation and the effective date, and must inform the driver of the right to challenge the deactivation, how to initiate the informal resolution process, the opportunity to submit evidence, the right to file a DCWP complaint or bring a private action, and the availability of unemployment insurance. *Id.* § 20-1282(d). Advance notice is not required where deactivation is for egregious misconduct, account sharing, or "a pattern of repeated fraudulent behavior." *Id.* In those cases, the service must instead provide written notice within five days of deactivation containing the same informational elements. *Id.* § 20-1282(e). Where a deactivation is for a bona fide economic reason, 120 days' advance notice is required. *Id.* §§ 20-1282(d)(i), 20-1284(a). Section 20-1282(f) provides that the requirements of Section 20-1282 "shall not apply to any deactivation that occurred prior to the effective date of the local law that added this section." *Id.* § 20-1282(f).

Section 20-1283 governs "prior deactivations," which are deactivations "that occurred during the 7 years prior to the effective date of the local law," meaning on or after July 28, 2019. *Id.* § 20-1281. Within one year after Local Law 52 takes effect, a driver who was subject to a prior deactivation may petition the service for reinstatement or restoration of platform access. *Id.* § 20-1283(a). Within 30 days after receiving the petition, the vehicle service must reinstate or restore the driver's platform access unless the prior deactivation was for just cause, was for a bona fide economic reason, was required by law or rule, or occurred during the driver's probation period. *Id.* If the vehicle service declines to reinstate the driver, it must provide a written explanation of "all the precise and detailed reasons for such prior deactivation" and must inform the driver of available challenge rights and remedies. *Id.* § 20-1283(c).

The just cause factors applicable to prior deactivation petitions are stated in Section 20-1283(b). They overlap substantially with the prospective factors in Section 20-1282(b) but omit the prospective factors concerning adequate training and a fair and objective investigation, and add whether the service "considered any exculpatory evidence or other facts" indicating that the driver did not commit the charged conduct. *Id.* § 20-1283(b)(1)–(6).

In any proceeding alleging a violation of Sections 20-1282 or 20-1283, the service "shall bear the burden of proving just cause and bona fide economic reason . . . by a preponderance of the evidence." *Id.* § 20-1285(a). In determining whether the vehicle service had just cause for a deactivation, a factfinder "may not consider any reasons proffered by the [vehicle service]" that were not included in the five-day notice required by Section 20-1282(e) or the written explanation of a prior deactivation required by Section 20-1283(c). *Id.* § 20-1285(b). When determining damages, the factfinder may consider evidence that the driver submitted during the statutory notice, reinstatement, or informal resolution process but that the service did not timely or duly consider. *Id.*

§ 20-1285(c). A driver may also submit evidence in a proceeding that was not previously provided to the service, and "no negative inference or consequence" may result from the driver's earlier decision not to submit that evidence. *Id.*

Section 20-1288(b) requires a vehicle service to retain for three years records documenting its compliance with Subchapter 8, maintain those records in their original format, and provide them to DCWP in their original format or a machine-readable electronic format. *Id.* § 20-1288(b)(1). DCWP may adopt rules governing those records and may issue orders or subpoenas for data, documents, testimony, or other information relevant to implementing or enforcing Chapter 12, including information about data collected concerning drivers or passengers and discipline imposed on drivers. *Id.* § 20-1288(b)(1), (3). A vehicle service's failure to maintain, retain, or produce requested material relevant to a material fact alleged by DCWP in a notice of violation creates a rebuttable presumption that the fact is true. *Id.* § 20-1288(b)(2).

If DCWP finds a violation of Section 20-1282 or Section 20-1283, DCWP must order reinstatement or restoration of the driver's platform access, unless the driver waives that remedy. *Id.* § 20-1208(c)(1). For violations of Section 20-1282, DCWP must additionally order back pay equal to what the driver "would have normally earned or received" during the period of wrongful deactivation, determined based on average daily earnings over a reasonably comparable prior period and subject to specified rules concerning other earnings, mitigation, and unsubstantiated allegations of egregious misconduct. *Id.* § 20-1208(c)(2). DCWP may also award compensatory damages and other equitable and statutory relief. *Id.* § 20-1208(d).

A private right of action is also available to enforce provisions of the Law. *Id.* § 20-1211(a)(9)–(13). In a private action, the court must order reinstatement or restoration of platform access for each violation of Sections 20-1282 or 20-1283, unless the driver waives that remedy. *Id.* § 20-1211(c). The court must also award reasonable attorneys' fees and costs. *Id.* For a violation of

Section 20-1282, the court must order back pay and may also award $500, punitive damages, rescission of discipline, an order directing compliance, and other appropriate equitable relief. *Id.*

F. Procedural History

On June 9, 2026, Uber filed a complaint against the City, asserting that Local Law 52 violates the Contracts Clause, the Due Process Clause, and the First Amendment of the United States Constitution, and simultaneously moved for a preliminary injunction enjoining enforcement of the law pending resolution of the litigation. Uber Dkt. Nos. 1, 5. On June 10, 2026, Lyft filed a complaint asserting substantially similar claims and moved for a preliminary injunction the next day. Lyft Dkt. Nos. 1, 6 ("Lyft Br."). Both complaints also assert Equal Protection claims, which Plaintiffs have elected not to press at this stage. The City filed a consolidated opposition to both preliminary injunction motions on June 25, 2026. Uber Dkt. No. 28; Lyft Dkt. No. 24. Uber and Lyft filed their reply briefs on July 2, 2026. Uber Dkt. No. 37 ("Uber Reply"); Lyft Dkt. No. 32 ("Lyft Reply").

On July 16, 2026, the Court heard oral argument from Plaintiffs and the City on Plaintiffs' motions for a preliminary injunction. After the hearing, the Court ordered the parties to submit supplemental briefing on the severability of Local Law 52's provisions, including whether Section 1 and the recordkeeping provisions could remain in effect if the challenged provisions were enjoined. On July 17, 2026, the parties filed their supplemental briefs. Uber Dkt. Nos. 44–45; Lyft Dkt. No. 40. The parties filed reply briefs on July 19, 2026. Uber Dkt. Nos. 46–47, Lyft Dkt. No. 41.

II. LEGAL STANDARD

The legal standards governing preliminary injunctions and temporary restraining orders in the Second Circuit are the same. *Local 1814, Int'l Longshoremen's Ass'n v. N.Y. Shipping Ass'n*, 965 F.2d 1224, 1228–29 (2d Cir. 1992); *AFA Dispensing Grp. B.V. v. Anheuser-Busch, Inc.*, 740 F. Supp. 2d 465, 471 (S.D.N.Y. 2010). A preliminary injunction "is an extraordinary and drastic remedy, one that should not be granted unless the movant, by a clear showing, carries the burden of persuasion." *Grand River Enter. Six Nations, Ltd. v. Pryor*, 481 F.3d 60, 66 (2d Cir. 2007) (per curiam) (internal quotation marks omitted).

A plaintiff seeking a preliminary injunction to preserve the status quo "must establish that he is likely to succeed on the merits, that he is likely to suffer irreparable harm in the absence of preliminary relief, that the balance of equities tips in his favor, and that an injunction is in the public interest." *Gazzola v. Hochul*, 88 F.4th 186, 194 (2d Cir. 2023) (quoting *Winter v. Nat. Res. Def. Council, Inc.*, 555 U.S. 7, 20 (2008)). "Plaintiffs need not demonstrate a likelihood of success on the merits of every claim—rather, they need only 'show a likelihood of success on the merits of at least one of [their] claims.'" *725 Eatery Corp. v. City of New York*, 408 F. Supp. 3d 424, 459 (S.D.N.Y. 2019) (quoting *L.V.M. v. Lloyd*, 318 F. Supp. 3d 601, 618 (S.D.N.Y. 2018)).

III. DISCUSSION

A. Likelihood of Success on the Merits

Plaintiffs have demonstrated a likelihood of success on their Contracts Clause claims. The Contracts Clause of the Constitution of the United States provides that "[n]o State shall . . . pass any . . . Law impairing the Obligation of Contracts." U.S. Const. Art. I, § 10, cl. 1. "The Contracts Clause restricts the power of States to disrupt contractual arrangements." *Sveen v. Melin*, 584 U.S. 811, 818 (2018). "Although facially absolute, the Contracts Clause's prohibition 'is not the Draconian provision that its words might seem to imply.'" *Buffalo Tchrs. Fed'n v. Tobe*, 464 F.3d 362, 367–68 (2d Cir. 2006) (quoting *Allied Structural Steel Co. v. Spannaus*, 438 U.S. 234, 240 (1978)). "Rather, courts must accommodate the Contract Clause with the inherent police power of the state 'to safeguard the vital interests of its people.'" *Id.* (quoting *Home Bldg. & Loan Ass'n v. Blaisdell*, 290 U.S. 398, 434 (1934)). "[T]o determine whether a law violates the Contracts Clause, we ask (1) whether the contractual impairment is substantial, (2) whether the law serves 'a legitimate public purpose such as remedying a general social or economic problem,' and (3) whether the means chosen to accomplish that purpose are reasonable and necessary." *Conn. State Police Union v. Rovella*, 36 F.4th 54, 63 (2d Cir. 2022) (quoting *Sullivan v. Nassau Cnty. Interim Fin. Auth.*, 959 F.3d 54, 64 (2d Cir. 2020)).

As a threshold matter, the Contracts Clause reaches the agreements governing prior deactivations.[4] "States violate the Contract Clause when legislative action interferes with existing contractual relations." *Kinney v. Conn. Jud. Dep't*, 974 F.2d 313, 314 (2d Cir. 1992) (per curiam). Accordingly, "the offending statute necessarily must be enacted after the contract in question has come into effect." *Id.* at 315. The Contract Clause's protection is not limited, however, to contracts that remain executory when the legislation is enacted: "the constitution of the United States embraces all contracts, executed or executory." *See Green v. Biddle*, 21 U.S. 1, 92 (1823); *see also Home Bldg. & Loan Ass'n v. Blaisdell*, 290 U.S. 398, 429 n.8 (1934) ("Contracts, within the meaning of the clause, have been held to embrace those that are executed . . . as well as those that are executory."). Thus, the fact that Plaintiffs exercised their contractual deactivation authority before Local Law 52 was enacted does not remove the agreements governing those decisions from the Contracts Clause's protection. Those agreements came into effect before the Law, and Section 20-1283 now alters the

[4] Although the Court does not reach Plaintiffs' due process claims, it rejects the City's threshold contention that the prior deactivation provisions do not operate retroactively. A statute operates retroactively when it "attaches new legal consequences to events completed before its enactment," including by "impair[ing] rights a party possessed when [it] acted" or "impos[ing] new duties with respect to transactions already completed." *Landgraf v. USI Film Prods.*, 511 U.S. 244, 269–70, 280 (1994). Local Law 52 expressly reaches deactivations that occurred during the seven years preceding its effective date. Admin. Code § 20-1281. It permits drivers subject to those completed deactivations to petition for reinstatement and requires Plaintiffs to reinstate them unless the prior decisions satisfy the Law's newly enacted standards. *Id.* § 20-1283(a)–(b). Plaintiffs bear the burden of proving just cause or a bona fide economic reason by a preponderance of the evidence. *Id.* § 20-1285(a). The City responds that the provisions merely afford "prospective reinstatement" into "new contractual relationships" and do not alter the past deactivation or impose back pay or fines based on it. Opp. at 19, 29. But the obligation to reinstate depends on a new legal assessment of the completed deactivation under standards and a burden of proof that did not govern when the decision was made. Although reinstatement occurs prospectively, it is a new legal consequence attached to a past event. The provisions therefore operate retroactively. That conclusion does not itself establish a due process violation. Because Plaintiffs have shown a likelihood of success on their Contracts Clause claims, the Court need not decide whether the provisions' retroactive operation independently violates the Due Process Clause.

legal consequences of decisions made under them by requiring Plaintiffs to reopen prior deactivations and restore platform access unless the deactivations satisfy newly imposed statutory standards.

Plaintiffs' agreements retained operative force after deactivation because they expressly preserved liabilities and disputes arising after termination. Uber's PAA provides that, "[u]pon termination, each party will remain responsible for its respective liabilities or obligations that accrued before or as a result of such termination," and that several provisions—including the arbitration provision—"shall survive any termination or expiration of this Agreement." PAA § 5.4; *see id.* § 14. Lyft's terms are more explicit: "This Arbitration Agreement survives after the Agreement terminates or your relationship with Lyft ends." TOS § 17(a). That provision governs disputes "whether based on past, present, or future events," including disputes concerning "the threatened or actual suspension, deactivation or termination" of a user account or agreement and "breach of any express or implied contract or covenant." *Id.* These provisions confirm that a deactivation—or even termination of the parties' relationship—does not extinguish the agreements' legal effect as to liabilities and disputes arising from the deactivation.

Section 20-1283 operates directly on those contractual rights. It requires Plaintiffs to revisit their prior exercises of contractually conferred deactivation authority and to restore platform access unless they can justify the deactivations under standards imposed only after the decisions were made. The provision therefore does not merely regulate any new relationship that may arise between Plaintiffs and previously deactivated drivers. It requires Plaintiffs to reverse the continuing consequence of decisions made under pre-enactment agreements. Accordingly, the agreements governing prior deactivations fall within the Contracts Clause's protection.

Real Estate Board of New York does not require a different conclusion because its reference to executory agreements identified the contracts that remained subject to prospective relief. The court stated that the plaintiffs' claim was "limited to tenant-pays exclusive listing agreements executed before December 13, 2024 . . . and that remained executory beyond June 11, 2025," and that their request for an injunction was limited to agreements "still valid during the pendency of this appeal." 2026 WL 2015138, at *13. Those limitations made sense in that case because the challenged legislation regulated future performance under listing agreements—including the broker's collection of a fee when an apartment was rented—and the plaintiffs sought an injunction against that prospective application. Once an agreement expired or no relevant performance remained, an injunction could no longer protect it. Section 20-1283 operates differently because it expressly makes a completed deactivation the basis for a present obligation to reconsider the decision and restore platform access unless the deactivation satisfies newly enacted standards. *Real Estate Board* therefore did not address whether legislation may impair an executed contract by reopening completed performance and reading it to exclude executed contracts would conflict with the Supreme Court's recognition that the Contracts Clause protects executed and executory contracts alike.

1. Substantial Impairment

Plaintiffs have shown a likelihood of success in establishing that Local Law 52 substantially impairs their contracts with drivers. In assessing the substantiality of an impairment, courts "consider 'the extent to which the law undermines the contractual bargain, interferes with a party's reasonable expectations, and prevents the party from safeguarding or reinstating his rights.'" *Melendez v. City of New York*, 16 F.4th 992, 1033 (2d Cir. 2021) (quoting *Sveen*, 584 U.S. at 819).

i. Undermines the Contractual Bargain

Plaintiffs are likely to establish that Local Law 52 undermines their contractual bargain with drivers. A law undermines the contractual bargain when it "superimpos[es] . . . obligations . . . conspicuously beyond those that [a party] had voluntarily agreed to undertake" and modifies "a basic term" of the contract. *See Allied Structural Steel*, 438 U.S. at 244, 246. A law also undermines the contractual bargain when it "effectively prohibit[s]" essential elements of an existing contract, even if others remain intact. *See Real Est. Bd. of N.Y., Inc. v. City of New York*, No. 25-1506, 2026 WL 2015138, at *14 (2d Cir. July 13, 2026). A term is central to the bargain when it was a "primary inducement" to contracting or a "central provision" on which the parties reasonably relied. *See Sullivan*, 959 F.3d at 64 (quoting *Buffalo Tchrs.*, 464 F.3d at 368).

Plaintiffs' agreements grant drivers access to their platforms subject to specified conditions and grant Plaintiffs the authority, within defined bounds, to determine when a driver's violation of those conditions warrants suspension or deactivation. Uber calls its deactivation provisions "central to the Agreement and Uber's willingness to enter into it." Perl Decl. ¶ 16. Lyft describes its deactivation terms as "integral both to the success of the platform for all users and Lyft's commitments to safety." Lyft Br. at 3. The deactivation provisions define a central aspect of the parties' relationship: whether, when, and under what circumstances a driver may use the platform. In that respect, those provisions are "the central provision[s] upon which . . . [Plaintiffs] reasonably rely." *Buffalo Tchrs.*, 464 F.3d at 368.

Uber reserves broad authority over deactivation under its agreement. Uber may suspend an account without notice while investigating suspected conduct that is deceptive, fraudulent, unsafe, illegal, harmful to Uber's business or reputation, or otherwise violates the agreement. PAA § 5.3. It may permanently deactivate the account, also without notice, if it "determine[s] in [its] discretion" that a material breach occurred. *Id.* Uber's agreements during the seven-year period reached by Local Law 52 reserved substantially similar authority. Perl Decl. ¶¶ 11–15.

Local Law 52 undermines that authority. After a driver's probationary period, Uber may deactivate only for grounds permitted by the Law. Admin. Code § 20-1282(a). For unsatisfactory performance and other conduct materially harmful to Uber's legitimate business interests, Uber generally must first use progressive discipline. *Id.* § 20-1282(c). The Law also generally requires fourteen days' advance notice and, if a driver challenges the deactivation, subjects Uber's decision to review by a factfinder applying statutory standards that its agreement does not impose. *See* Admin. Code §§ 20-1282(b), (d). Thus, whether a violation warrants deactivation is no longer committed to Uber's discretion under the standards incorporated into its agreement but is governed instead by the City's criteria and ultimately decided by an outside factfinder if challenged.

Lyft's agreement provides notice and an opportunity to cure certain eligibility, performance, and safety deficiencies. TOS § 16. But Lyft may deactivate a driver immediately for certain breaches, including conduct involving safety, harassment, fraud, falsified identification, or interference with the platform. *Id.* §§ 9, 10, 16. The agreement therefore distinguishes between violations that warrant an opportunity to cure and violations that permit immediate deactivation. Under Local Law 52, however, advance notice may be withheld only for egregious misconduct, account sharing, or a pattern of repeated fraudulent behavior. Admin. Code § 20-1282(d). The Law also requires progressive discipline for two categories of just cause, even when Lyft's agreement permits immediate deactivation. *Id.* § 20-1282(c). Thus, Lyft may still deactivate drivers, but the Law supersedes the agreement's deactivation standards to the extent that they conflict with the statutory regime, limits when deactivation may be immediate, and subjects challenged decisions to review by a third-party factfinder under statutory criteria.

The Law further undermines Plaintiffs' contractual bargain by stripping them of final authority over deactivation decisions by subjecting those decisions to review by an outside factfinder if challenged. *See id.* § 20-1282(b). If DCWP or a court finds any violation of Section 20-1282 or Section 20-1283—including a notice or procedural violation—it must order reinstatement unless the driver waives that remedy. Admin. Code §§ 20-1208(c)(1), 20-1211(c). By its terms, it applies to every violation of Section 20-1282, including its notice and procedural requirements. *Id.* §§ 20-

1208(c)(1), 20-1211(c). Thus, even when a driver's conduct warranted deactivation under both the agreement and the Law, a finding of a procedural violation would require Plaintiffs to restore the platform access that the agreement authorized them to terminate. These provisions transfer the ultimate authority to determine whether a driver may remain on the platform from Plaintiffs to an outside factfinder applying standards that the parties' agreement does not contain.

The City argues that the Law does not substantially impair Plaintiffs' agreements because they already employ many of the procedures it requires. Opp. at 16–17. Uber, for example, generally notifies drivers of reports that could lead to deactivation, even though its agreement expressly permits deactivation without notice. Freivogel Decl. ¶ 28; PAA § 5.3. The Law does substantially more than "specif[y] a timeframe" for notice Uber already gives. Opp. at 17. The Law converts a voluntary practice into a mandatory obligation that Uber expressly reserved the right to forgo and imposes reinstatement, back pay, monetary penalties, and other consequences for noncompliance. *See* Admin. Code §§ 20-1208(c)–(d), 20-1211(c), 20-1282(d)–(e).

ii. Interferes with Reasonable Expectations

Plaintiffs are also likely to establish that Local Law 52 interferes with their reasonable expectations. "The primary consideration in determining whether the impairment is substantial is the extent to which reasonable expectations under the contract have been disrupted." *Sanitation & Recycling Indus., Inc. v. City of New York*, 107 F.3d 985, 993 (2d Cir. 1997). "[T]he reasonableness of expectations depends, in part, on whether legislative action was foreseeable, and this, in turn, is affected by whether the relevant party operates in a heavily regulated industry." *Sullivan*, 959 F.3d at 64. But the fact that an industry is "heavily regulated" does not "shield any regulation of that market from scrutiny under the Contracts Clause." *Real Est. Bd.*, 2026 WL 2015138, at *15. The relevant question is whether prior regulation "pertained to" the contractual right at issue so as to alert the party "to the possibility of state action in that regard." *See Melendez*, 16 F.4th at 1034–35. A law is not foreseeable "simply because Plaintiffs knew the City may have, at some point in the future, implemented a law like this one." *Real Est. Bd.*, 2026 WL 2015138, at *15. Foreseeability is assessed in light of the regulation existing "at the time the company's contractual obligations were originally undertaken." *See Allied Structural Steel*, 438 U.S. at 250.

Uber's contracts have reserved authority to deactivate drivers since at least 2015, and the relevant provisions have remained unchanged since 2020. Perl Decl. ¶¶ 13–16. Lyft's deactivation provisions have remained substantively similar since 2019. Castleman Decl. ¶¶ 7–10. The City identifies no law in effect when those obligations were undertaken that prescribed the grounds or procedures by which a service could deactivate a driver from its platform. *See* Opp. at 21. Although the City extensively regulates for-hire vehicles, drivers, and services, that regulation did not "pertain[] to" the contractual rights that Local Law 52 displaces. *Melendez*, 16 F.4th at 1034.

Council Member Krishnan described the bill as "starting a nationwide movement to end unfair firings of app-based drivers" and "setting an important national precedent for drivers." Dec. 2025 Hearing Tr. at 6:7–20. A joint press release from Council Member Krishnan and NYTWA likewise called the bill "the largest and most comprehensive reform of unfair firings for app-based drivers in the country." Goodman Decl., Ex. F at 2. Those statements support Plaintiffs' contention that Local Law 52 "did not operate in an area already subject to state regulation at the time the company's contractual obligations were originally undertaken, but invaded an area never before subject to regulation by the State." *See Allied Structural Steel*, 438 U.S. at 250.

The City first argues that Local Law 52 was foreseeable because Plaintiffs operate in a heavily regulated industry. Opp. at 21. The City regulates the licensing of for-hire vehicles, drivers, and services, and has adopted rules governing matters such as driver qualifications, vehicle supply, and minimum pay. *See* Dec. 2025 Comm. Rep. at 4–5; Castleman Decl. ¶ 4; Sept. 2024 Hearing Tr. at 69–70. But heavy regulation does not "shield any regulation of that market from scrutiny under the Contracts Clause." *Real Est. Bd.*, 2026 WL 2015138, at *15. The other regulations did not govern a vehicle service's contractual authority to determine whether a qualified driver may continue using its platform and therefore did not "pertain[] to" the contractual rights that Local Law 52 displaces or alert Plaintiffs "to the possibility of state action in that regard." *See Melendez*, 16 F.4th at 1034–35.

The City also points to its just-cause protections for fast-food employees, observing that Local Law 52 was not the City's first regulation of that kind. Opp. at 21 (citing Admin. Code § 20-1271 *et seq.*). But the fast-food law governed a different industry, with different operational and safety concerns, and a different legal relationship—employment rather than independent contracting. The City also argues that the Law was foreseeable because "[f]or years, governments have passed laws providing Drivers and other 'gig workers'—who Plaintiffs treat as independent contractors—with the same worker protections as employees." *Id.* The only authority the City cites is a California statute, *id.* at 21 & n.56, which was not part of the New York City regulatory regime existing "at the time the company's contractual obligations were originally undertaken" and therefore did not make comparable regulation in New York foreseeable. *See Allied Structural Steel*, 438 U.S. at 250.

Finally, the City relies on the introduction of proposed legislation beginning in 2023 and that Plaintiffs were "actively lobbying for changes to the legislation, while presumably continuing to enter into contracts with Drivers." Opp. at 21. That history shows that Plaintiffs knew the City was considering restrictions on deactivation. But knowledge that the City might enact such restrictions did not make them foreseeable in the relevant sense. *See Real Est. Bd.*, 2026 WL 2015138, at *15 ("The Act was also not foreseeable simply because Plaintiffs knew the City may have, at some point in the future, implemented a law like this one . . . .").

iii. Prevents Parties from Safeguarding or Reinstating Their Rights

Finally, Plaintiffs are likely to establish that Local Law 52 leaves them no means to safeguard or reinstate their contractual deactivation rights. In assessing substantial impairment, courts consider "the extent to which the law . . . prevents the party from safeguarding or reinstating his rights." *Sveen*, 584 U.S. at 819. Statutes that "enable a party with only minimal effort to protect his original contract rights against the law's operation" generally do not prevent a party from safeguarding its rights. *See id.* at 820 n.3; *see, e.g.*, *id.* at 822 (policyholder could override statutory default by submitting new beneficiary designation form); *Texaco, Inc. v. Short*, 454 U.S. 516, 531 (1982) (mineral interest owner could prevent statutory lapse by filing statement of claim during two-year grace period); *City of El Paso v. Simmons*, 379 U.S. 497, 514–15 (1965) (purchaser could preserve right to reinstate forfeited land purchase by making written request and paying accrued interest within five years). By contrast, an impairment may be substantial when the law leaves the party unable to "safeguard or ever reinstate[]" the right for which it contracted. *Melendez*, 16 F.4th at 1033–34.

Uber's agreement authorizes it to deactivate a driver without notice while investigating specified misconduct and to terminate the agreement or permanently deactivate the driver if Uber determines, in its discretion, that a material breach or violation occurred. PAA § 5.3. Lyft's agreement likewise permits immediate deactivation without notice for specified serious violations. TOS §§ 9, 10(a)–(i), 16. Local Law 52 replaces that contractual discretion with statutory limits on both the grounds for deactivation and the process Plaintiffs must follow. Admin. Code §§ 20-1281, 20-1282(a)–(e), 20-1285(a)–(c). The Law provides no filing, election, or other act through which Plaintiffs may preserve the contractual standard or restore it after displacement.

The City responds that the impairment is not permanent because Plaintiffs may still enforce their policies through notice and progressive discipline and may deactivate drivers immediately in specified circumstances. Opp. at 21–22. But retaining some deactivation authority does not preserve the broad authority that the Law eliminates. Plaintiffs may continue to write deactivation standards in their agreements, but those standards remain subordinate to Local Law 52 whenever the two conflict. The Law therefore does not temporarily suspend Plaintiffs' rights or leave them a means to restore those rights later. It prevents Plaintiffs from exercising them for as long as the Law remains in effect.

The Law goes further by requiring reinstatement for each violation of Section 20-1282 or Section 20-1283 unless the driver waives that remedy. Admin. Code §§ 20-1208(c)(1), 20-1211(c). Because those sections include procedural and notice requirements, reinstatement may be required even when the agreement authorized the deactivation. *Id.* §§ 20-1282(d)–(e), 20-1283(c). Plaintiffs may deactivate the driver again only by satisfying Local Law 52; they cannot restore the legal effect of the original contractual decision. The relevant question is whether Plaintiffs can safeguard or reinstate the rights for which they contracted. *See Melendez*, 16 F.4th at 1033–34. They cannot. Plaintiffs have therefore shown that the Law prevents them from safeguarding or reinstating their contractual rights.

Taken together, these considerations show a severe impairment. Local Law 52 undermines provisions central to the parties' bargain, interferes with Plaintiffs' reasonable expectations, and leaves Plaintiffs no means to safeguard or reinstate the rights the Law displaces. "[T]he severity of the impairment measures the height of the hurdle the state legislation must clear," and "'[s]evere impairment . . . will push the inquiry to a careful examination of the nature and purpose' of the challenged state legislation." *Melendez*, 16 F.4th at 1029, 1035 (quoting *Allied Structural Steel*, 438 U.S. at 245). The Court therefore turns to whether Local Law 52 serves a significant and legitimate public purpose and, if so, whether the means chosen are reasonable and necessary to serve that purpose.

2. Legitimate Public Purpose

Plaintiffs are likely to establish that Local Law 52 does not further a significant and legitimate public purpose, as those concepts are defined under the governing law. "In general, a legitimate public purpose is one that is 'aimed at remedying an important general social or economic problem rather than providing a benefit to special interests.'" *Conn. State Police Union*, 36 F.4th at 63 (quoting *Buffalo Tchrs.*, 464 F.3d at 368). A legislature acts in the public interest when it passes a law "in the service of 'a broad societal goal, not the pursuit of the interests of a narrow class.'" *Id.* (quoting *Sanitation & Recycling Indus.*, 107 F.3d at 994). A law may satisfy that standard even if it directly benefits a defined group where it "was not passed to further the interest of a subset of individuals but rather represented an effort by the City to advance 'society's larger interest.'" *See Real Est. Bd.*, 2026 WL 2015138, at *16 (quoting *Melendez*, 16 F.4th at 1037). Statements by legislators that "might suggest a certain hostility" toward the party burdened by the law and "sympathy" for its beneficiaries may support an argument that the law does not "protect a basic societal interest," but instead benefits only "a favored group." *Melendez*, 16 F.4th at 1037. But in "divin[ing] the true purpose of [a] measure," a court will not view "the motivations of individual legislators . . . [as] dispositive." *Real Est. Bd.*, 2026 WL 2015138, at *16 (quoting *Gen. Media Commc'ns, Inc. v. Cohen*, 131 F.3d 273, 283 n.13 (2d Cir. 1997)).

The legislative record documents real hardships associated with deactivation. Many drivers depend primarily on platform income and remain responsible for significant vehicle and insurance expenses. Dec. 2025 Comm. Rep. at 5–6. AALDEF's analysis of survey data from deactivated New York City drivers reported that many received no advance notice, were given limited information about customer complaints, and experienced difficulty paying rent or purchasing groceries after deactivation. *Id.* at 9. NYTWA also testified that more than 2,000 drivers contact it annually for assistance with deactivations. Sept. 2024 Hearing Tr. at 56:20–57:4. IDG reported that, among the drivers it represented in appealable deactivation cases, ninety percent obtained reinstatement. Dec. 2025 Comm. Rep. at 7–8. Taken together, that evidence supports the City Council's concern that some drivers experience inadequate notice, difficulty challenging deactivations, and serious financial hardship when they are deactivated.

But a law does not serve a legitimate public purpose merely because it confers a meaningful benefit on an affected group; it must pursue "society's larger interest," rather than only "the interest of a subset of individuals." *See Real Est. Bd.*, 2026 WL 2015138, at *16 (quoting *Melendez*, 16 F.4th at 1037–38). The laws upheld by the Second Circuit often serve interests distinct from the immediate interests of their beneficiaries. The legislation in *Connecticut State Police Union* advanced the widely recognized interests in open government and police accountability. *See* 36 F.4th at 63–65. The wage freeze in *Buffalo Teachers* addressed an undisputed fiscal crisis threatening the city's finances and public services. *See* 464 F.3d at 368–69. The carting regulation in *Sanitation & Recycling Industries* sought to eradicate organized crime, bid-rigging, and predatory pricing from an industry serving the public. *See* 107 F.3d at 994. And the Guaranty Law in *Melendez* was enacted during an economic emergency to preserve "the small businesses necessary for functioning neighborhoods." *See* 16 F.4th at 1036–37.

The record supporting the Fairness in Apartment Rental Expenses ("FARE") Act, which the Second Circuit upheld against a Contracts Clause challenge, likewise identified a broader societal interest. *Real Est. Bd.*, 2026 WL 2015138, at *15–16. The FARE Act prohibited landlords from requiring tenants to pay fees for brokers retained by landlords. *Id.* at *1. The City Council sought to reduce the upfront cost of moving and improve housing and economic mobility amid a citywide housing crisis. *Id.* at *1, *15–16. The record included vacancy and housing affordability data, evidence connecting broker fees to reduced mobility, an expert concession that upfront fees contributed to lower mobility, and an investigation by the City Council's Oversight and

Investigations Division into how the fees were presented and paid. *Id.* at *4, *10, *15. The Second Circuit concluded that "the legislative record on this issue is clear: the FARE Act was enacted to further a legitimate public purpose." *Id.* at *16.

The record here identifies no comparable societal interest distinct from the interests of the covered drivers. The Committee Report describes the legislation as a response to complaints of arbitrary deactivation and states that its objectives are to require just cause, provide notice, and create a process through which drivers may challenge deactivation. Dec. 2025 Comm. Rep. at 10. The Law itself is titled as legislation concerning "the wrongful deactivation of high-volume for-hire vehicle drivers," and its central provisions apply only to those drivers. Local Law 52 at 1; Admin. Code §§ 20-1281–20-1283. The record thus frames the problem principally as the loss of income and procedural protections experienced by drivers who are wrongfully or arbitrarily deactivated.

The record does not establish that the problem that the legislation seeks to solve is widespread. To the contrary, the available evidence shows that the group that is benefited by the Law is quite small. Approximately 87,207 drivers work for Uber and Lyft in New York City. Opp. at 44. Uber deactivates about one percent of its New York drivers' accounts each year. Perl Decl. ¶ 17. The record provides no comparable figure for Lyft. NYTWA's written testimony stated that "Uber has a 74.7% market share of ride hailing apps in New York City, while Lyft has the remaining 25.3% . . . ." Sept. 2024 Written Test. at 10–11 n.3. As an estimate of the number of deactivated drivers, applying Uber's 1% rate for deactivations to the 87,207 total drivers, the total number of annual deactivations in New York City would be approximately 872.[5] The City does not contend

[5] Uber represents that it deactivates approximately one percent of its New York City drivers' accounts each year, Perl Decl. ¶ 17, and the City does not dispute that figure. The record also indicates that IDG reported handling 4,800 appealable deactivation cases in 2024 and obtaining reinstatement for ninety percent of the drivers it represented. Dec. 2025 Comm. Rep. at 7–8. But that figure does not establish that 4,800 drivers were wrongfully deactivated, and the record indicates that many cases involved low ratings for which drivers were eligible for reinstatement after completing a course. Sept. 2024 Written Test. at 47. Even assuming that 4,800 drivers were affected, they would represent approximately 0.06% of New York City's population and would not alter the conclusion that the Law principally benefits a narrow class.

that all deactivations are wrongful or arbitrary; therefore, the record establishes that the statute is designed to benefit only a small group of individual drivers. As Uber argues, 872 drivers represents approximately 0.01% of the population of the City of New York. *See* Uber Dkt. No. 43-1 at 18 ("Uber Hearing Slides"). On this record, the group that the Law principally benefits is small. Based on the record before the Court, the Law was passed in the "pursuit of the interests of a narrow class." *See Conn. State Police Union*, 36 F.4th at 63 (internal quotation marks omitted).

The record considered by the City Council in support of the law did not establish the percentage of deactivations that were wrongful or arbitrary. The TLC survey presented to it evaluated the demographics of drivers, but not the basis for deactivations. The Asian Law Caucus Survey in 2023 studied drivers in California, not New York City. And the AALDEF study—prepared by an advocacy group—evaluated the reports of 350 deactivated drivers. It did not determine what number of drivers were deactivated annually, nor did it contend that the 350 drivers surveyed were representative of a larger pool.

The City argues that deactivation also may cause "[g]eneral harms to the public," such as drivers defaulting on vehicle debt or rent and relying on unemployment benefits or public assistance. *See* Opp. at 22–23; July 16, 2026 Hearing Tr. at 85:13–25. But the legislative record documents drivers' reliance on platform income and their continuing personal expenses; it does not identify increased public expenditures, disruption of transportation services, or another effect on the City or its residents as the problem the City Council sought to remedy. The City Council was not required to quantify every potential consequence, and the Court may not "second-guess the City's actions based on potential second-order effects." *See Real Est. Bd.*, 2026 WL 2015138, at *15. The City relies on those asserted downstream effects to distinguish the Law's purpose from the private interests of deactivated drivers, but the legislative record does not identify them as harms the Law was enacted to address.

Council Member Krishnan, the bill's primary sponsor, repeatedly framed the Law as a measure directed against Uber and Lyft. He stated that the companies "upend drivers['] lives in exchange for their own profits" and described the bill as "giving power to workers" and "holding megacorporations accountable." Dec. 2025 Hearing Tr. at 5:25–6:15. He later stated that the Council was "standing up today against Uber and Lyft," "taking back the power from Uber and Lyft and returning it . . . to drivers," and ensuring that the companies would no longer be "judge, jury, and prosecutor." Dec. 2025 Stated Meeting Tr. at 60:7–61:23. During the veto override, he characterized the vote as "taking on Uber, Lyft, and corporate corruption." Jan. 2026 Stated Meeting Tr. at 39:2–40:3.

The motivations of individual legislators are not dispositive in divining the true purpose of a measure. *Real Est. Bd.*, 2026 WL 2015138, at *16. But the Law applies only to high-volume for-hire services—a category that includes only Uber and Lyft—and not to other for-hire vehicle services in the City. Dec. 2025 Comm. Rep. at 4–5, 14; July 16, 2026 Hearing Tr. at 67:9–11. The Committee Report states only that "the balance struck by this bill would best fall" on high-volume for-hire vehicle services; it does not explain why or identify comparative evidence showing that wrongful deactivation was more prevalent among their drivers. Dec. 2025 Comm. Rep. at 14; July 16, 2026 Hearing Tr. at 93:23–95:12. The sponsor's repeated hostility toward Uber and Lyft, together with the conclusory justification for singling them out, supports Plaintiffs' contention that the Law benefits a favored group rather than protecting a broader societal interest. *See Melendez*, 16 F.4th at 1037.

The Council's failure to examine the Law's effects beyond the drivers directly protected further weakens the inference that the Law was enacted to advance "society's larger interest." *See Real Est. Bd.*, 2026 WL 2015138, at *16 (quoting *Melendez*, 16 F.4th at 1037). At oral argument, the Court asked whether the legislative record showed that the Council considered the Law's effects on other New Yorkers, including administrative costs, higher service prices, increased traffic or safety risks, and additional burdens on survivors required to revisit deactivation decisions. July 16, 2026 Hearing Tr. 84–86. The City was unable to point to record evidence showing that the City had considered the potential consequences of the statute, apart from the benefits it would afford to the targeted, but undefined, group of drivers that it sought to support.

The City Council did consider the direct cost of administering the Law. As noted above, the Mayor's Office of Management and Budget had estimated that the bill would require a new compliance division of approximately 170 staff at an annual cost of approximately $23 million to process an assumed volume of approximately 2,000 cases per year. The direct cost of the legislation to benefit the pool of affected drivers contributed to one committee member's decision to vote against the bill. Dec. 2025 Hearing Tr. at 9.

But the record does not show that the City Council considered any of the other potential adverse impacts of the Law on the citizens of New York. There were more than 22 million rides by passengers in these services in a single month in 2026. In the course of passing the legislation benefitting a small group of drivers, the City Council did not consider whether the Law would make travel less safe or less pleasant for the passengers in those millions of rides. Nor did the Council consider whether the Law would have an adverse impact on the safety of pedestrians or other drivers. And while the City recognized that the Law would result in approximately 2,000 administrative cases (on top of an undetermined number of additional private litigation proceedings), the City Council did not consider the potential effect of such increased proceedings on the passengers whose complaints may have triggered the proceedings. Uber argued that the Law might have a particularly adverse effect on the survivors of sexual assault, who would reasonably be expected to be called before fact finders in increased numbers. The City Council did not evaluate that possibility or that the prospect of being called before bodies of inquiry pursuant to the Law would discourage survivors from lodging meritorious complaints against drivers.

Nor did the City evaluate how the cost of compliance with the law would impact the pricing of the services in New York City. That the services might pass on the cost of compliance to passengers or drivers could be reasonably anticipated. But the potential impact of the Law on the cost of travel for 22,000,000 rides a month in New York City did not play a role in the City's decision-making. On this record—in which the City Council evaluated the benefit of the legislation to a narrow group of drivers while not considering broader public implications and costs of the law—the plaintiffs are likely to be able to show that the Law was passed in the pursuit of the interests of a narrow class, rather than in service of a broader public interest.

3. Reasonable and Necessary Means

At the third step of the Contracts Clause analysis, the Court evaluates "whether the means chosen to accomplish th[e] purpose are reasonable and necessary." *Sullivan*, 959 F.3d at 64 (alterations adopted). Because the Court has concluded that Plaintiffs are likely to establish that Local Law 52 does not serve a significant and legitimate public purpose, the Court need not decide whether the means chosen to accomplish the City's asserted purpose are reasonable and necessary. Even so, Plaintiffs have raised substantial questions about whether the Law's deactivation regime is a reasonable and necessary means of advancing that purpose.

"Unless the state itself is a party to the contract, courts usually defer to a legislature's determination as to whether a particular law was reasonable and necessary." *Buffalo Tchrs.*, 464 F.3d at 369. "When a law impairs a private contract, substantial deference is accorded to the legislature's 'judgment[s] as to the necessity and reasonableness of a particular measure.'" *Id.* (quoting *U.S. Tr. Co. of N.Y. v. New Jersey*, 431 U.S. 1, 23 (1977)). That deference does not require a court "to reexamine all of the factors underlying the legislation at issue and to make a de novo determination whether another alternative would have constituted a better statutory solution to a given problem." *Id.* at 370.

The Second Circuit has identified at least five factors that are relevant to determining whether the regulation is drawn in an appropriate and reasonable way to advance its purpose:

> (1) whether the law impairs contractual rights on a temporary or limited basis, or whether it permanently and entirely extinguishes them; (2) whether there is some record basis to link the legislature's purpose and its chosen means; (3) whether, if the burden of contractual impairment comes at the expense of a discrete group of private persons, it is tailored to the party causing the public harm that the state sought to mitigate; (4) whether the relief provided by the law is conditioned on need and, if not, whether the legislature adequately considered the extent to which the party burdened by the contractual impairment is better positioned financially than the relieved party to bear that burden; and finally, (5) whether the law provides compensation for damages or losses sustained as a result of the impairment.

Real Est. Bd., 2026 WL 2015138, at *16. "No single factor controls. Instead, it is the 'totality' of the factors that determines the strength of a plaintiff's claim and thus likelihood of success on the merits." *Id.* (quoting *Melendez*, 16 F.4th at 1038).

The first factor favors Plaintiffs. Although Local Law 52 does not extinguish their agreements with drivers, it permanently impairs their existing contractual rights. A "permanent and complete impairment of contract, by contrast to a temporary and limited one, will weigh heavily against a finding of reasonableness." *Melendez*, 16 F.4th at 1039–40 (holding that a law permanently impaired the guaranties at issue because it "permanently and entirely extinguish[ed]" the affected obligations, "rendering them forever unenforceable"). The City argues that the impairment is limited because Plaintiffs may continue contracting with drivers, enforcing conduct standards through the statutory process, and immediately deactivating drivers in specified circumstances. Opp. at 21–22. But Local Law 52 permanently eliminates the broader deactivation authority granted by Plaintiffs' existing agreements whenever that authority conflicts with the Law. The affected rights do not resume after a fixed period, as would be the case, for example, with contractual wage increases delayed by a temporary freeze. *See Melendez*, 16 F.4th at 1040; *Buffalo Tchrs.*, 464 F.3d at

367, 372; *Sullivan*, 959 F.3d at 59, 68. Local Law 52 therefore permanently impairs Plaintiffs' contractual rights.

Second, Plaintiffs are likely to establish that several central provisions of Local Law 52 lack some record basis linking the City Council's purpose to its chosen means. In making that assessment, the Court does not "reexamine all of the factors underlying the legislation at issue" or make "a de novo determination whether another alternative would have constituted a better statutory solution." *Buffalo Tchrs.*, 464 F.3d at 370. But "deference is not warranted in the absence of some record basis to link purpose and means." *Melendez*, 16 F.4th at 1041. In applying that requirement, the Second Circuit found the requisite connection lacking where the challenged law afforded relief "even in circumstances where [it] do[es] nothing to serve the public interest" invoked to justify the impairment. *See id.*

Plaintiffs are likely to establish that several central features of Local Law 52 lack the required connection to the City Council's stated purpose because they determine entitlement to reinstatement on grounds materially broader than whether a deactivation was erroneous, arbitrary, or unsupported. The legislative record describes complaints that drivers were deactivated without adequate notice, based on false or biased passenger reports, or for reasons they believed were arbitrary. Dec. 2025 Comm. Rep. at 8–10. That evidence supports requiring notice, an opportunity to respond, and review of whether the driver committed the alleged misconduct. But it does not justify authorizing a factfinder to reassess Plaintiffs' training, operating policies, and disciplinary judgments, mandating reinstatement for procedural violations notwithstanding just cause, or reopening seven years of completed decisions under standards that did not govern when those decisions were made.

The seven-factor just cause inquiry permits a factfinder to invalidate a deactivation based on the vehicle service's broader operational and disciplinary judgments even when the driver committed the alleged misconduct. A factfinder must consider, among other matters, whether the service provided "relevant and adequate training," whether its policy and use of progressive discipline were reasonable and consistently applied, and whether deactivation was proportionate in light of mitigating circumstances and the driver's work history. Admin. Code § 20-1282(b). Whether the driver committed the alleged violation is a separate factor, and the factfinder may also consider "any other relevant factors." *Id.* The Law therefore permits a finding that just cause was absent because the service provided inadequate training, adopted an unreasonable policy, or selected a disproportionate sanction, notwithstanding a finding that the driver committed the conduct identified in the notice. The legislative record does not explain why correcting erroneous or arbitrary deactivations required transferring that broader authority over Plaintiffs' operating policies and disciplinary judgments to an outside factfinder.

The progressive discipline requirement can also preclude deactivation for proven misconduct because, except in cases of egregious misconduct, a service cannot establish just cause without showing that it previously imposed progressive discipline under a written policy provided to the driver. *Id.* § 20-1282(c). That requirement applies not only to minor performance failures, but also to misconduct that is "demonstrably and materially harmful" to the service's legitimate business interests. *Id.* § 20-1281. And discipline issued more than one year before the deactivation cannot satisfy the requirement. *Id.* § 20-1282(c)(1). The record may support graduated discipline for minor or remediable violations but not making prior discipline a universal prerequisite for all non-egregious misconduct or disregarding disciplinary history solely because it occurred more than one year earlier.

The mandatory reinstatement remedy reaches substantively justified deactivations because reinstatement is required for any violation of Sections 20-1282 or 20-1283, not only for a finding that just cause was absent. DCWP or a court "shall order" reinstatement or restoration of platform access upon finding such a violation, unless the driver waives that relief. Admin. Code §§ 20-1208(c)(1), 20-1211(c). Those sections impose notice and timing requirements in addition to the substantive just cause standard. *See id.* §§ 20-1282(d)–(e), 20-1283(c). A service may therefore establish that the driver committed the misconduct and that the deactivation was supported by just cause yet still be required to restore platform access because its notice was late or insufficiently detailed. The record supports requiring meaningful notice; it does not explain why a procedural defect requires reinstatement where the deactivation was substantively justified.

The seven-year prior deactivation regime may make reinstatement turn on missing evidence rather than the wrongfulness of the original decision because it requires Plaintiffs to defend completed deactivations under later-created substantive standards. Any driver deactivated during the preceding seven years may petition for reinstatement, and the service must restore access within thirty days unless the prior deactivation was supported by just cause, a bona fide economic reason, a legal requirement, or occurred during the probation period. Admin. Code §§ 20-1281, 20-1283(a). In any resulting proceeding, the service bears the burden of establishing just cause by a preponderance of the evidence. *Id.* § 20-1285(a). Plaintiffs had no reason when the earlier decisions were made to create records directed to standards that did not yet exist. Uber states that its deactivation taxonomy, review practices, and recordkeeping have changed since 2019; that some contemporaneous communications and identity-verification photographs are no longer available; and that the older records were not maintained in anticipation of review under Local Law 52. Perl Decl. ¶¶ 31–32. A service's inability to carry its present burden may therefore reflect the passage of time and the absence of evidence responsive to later-enacted criteria, rather than that the original deactivation was erroneous or unsupported. Yet the consequence may still be reinstatement.

The record thus supports additional notice and review directed at whether the service accurately and fairly determined that a driver committed the alleged misconduct—but not making reinstatement turn on training adequacy, policy choices, disciplinary proportionality, or a service's present ability to reconstruct years-old decisions under new standards. Plaintiffs have therefore shown a likelihood of establishing that this factor weighs against the reasonableness of the Law.

"The third prong asks us to consider whether the burden of contractual impairment comes 'at the expense of a discrete group of private persons,' and if so, whether the targeted group is 'causing the public harm that the [City] sought to mitigate.'" *Real Est. Bd.*, 2026 WL 2015138, at *17 (quoting *Melendez*, 16 F.4th at 1042). This factor favors the City. The asserted public harm is the wrongful deactivation of drivers, and Plaintiffs are the parties that make and implement the challenged deactivation decisions. The Law therefore places the burden of the contractual impairment on the actors whose conduct allegedly causes the harm the City sought to mitigate, rather than on an unrelated group of private persons.

The fourth factor examines "whether the relief provided by the law is conditioned on need and, if not, whether the legislature adequately considered the extent to which the party burdened by the contractual impairment is better positioned financially than the relieved party to bear that burden." *Real Est. Bd.*, 2026 WL 2015138, at *16. Local Law 52 does not condition relief on a driver's financial need. Although the legislative record documents drivers' economic vulnerability, it does not show that the Council considered whether Plaintiffs were financially better positioned to absorb or reallocate the particular burdens imposed by the Law. Because Local Law 52 reallocates authority over deactivation decisions rather than a defined economic cost between contracting parties, this factor is less probative here.

The fifth factor asks, "whether the law provides compensation for damages or losses sustained as a result of the impairment." *Real Est. Bd.*, 2026 WL 2015138, at *16. "[C]ompensation is [not] always necessary to defeat a Contracts Clause challenge." *See Melendez*, 16 F.4th at 1046. Local Law 52 provides no compensation for damages or losses caused by the impairment. The City argues that Plaintiffs cannot show any loss because they have not established that the Law will cause unfit drivers to remain on or return to their platforms. Opp. at 27–28. Plaintiffs, however, have submitted evidence that the Law's restrictions on deactivation may create additional safety and fraud risks. Freivogel Decl. ¶ 38; Jarzabek Decl. ¶ 15; Castleman Decl. ¶ 21. This factor therefore weighs against the Law's reasonableness.

On balance, the factors weigh against the reasonableness of Local Law 52. The Law permanently impairs Plaintiffs' contractual deactivation rights, and the legislative record does not connect several central features of the statutory regime—including its expanded just cause inquiry, progressive discipline requirement, mandatory reinstatement remedy, and seven-year lookback—to the identified problem of wrongful deactivations. The Law also provides no compensation for losses caused by the impairment. Although the Law places the burden on the parties responsible for deactivation decisions, and the need-based factor weighs only slightly against reasonableness, those considerations do not overcome the breadth and permanence of the impairment. Even affording substantial deference to the City Council's judgment, Plaintiffs have therefore shown a likelihood of success at this third step. The Court need not rely on that independent ground, however, because Plaintiffs are already likely to succeed on the merits of the Contracts Clause claim based on the City's failure to establish a significant and legitimate public purpose. Because Plaintiffs have shown a likelihood of success on their Contracts Clause claims, the Court does not reach the remaining claims raised in support of their preliminary injunction motions, including Plaintiffs' due process claims and Uber's compelled speech and compelled association claims.

B. Irreparable Harm

Plaintiffs have shown that they are likely to suffer irreparable harm absent a preliminary injunction. "A showing of irreparable harm is the single most important prerequisite for the issuance of a preliminary injunction." *Faiveley Transport Malmo AB v. Wabtec Corp.*, 559 F.3d 110, 118 (2d Cir. 2009) (quotation omitted). To carry that burden, a plaintiff must establish by a clear showing that the threatened harm is "actual and imminent, not merely possible," *Toney-Dick v. Doar*, 2013 WL 1314954, at *9 (S.D.N.Y. Mar. 18, 2013) (collecting cases), and "one that cannot be remedied if a court waits until the end of trial to resolve the harm," *Faiveley*, 559 F.3d at 118 (quotation omitted). But a plaintiff need show only "a threat of irreparable harm, not that irreparable harm already [has] occurred." *Mullins v. City of New York*, 626 F.3d 47, 55 (2d Cir. 2010) (emphasis omitted). "Where there is an adequate remedy at law, such as an award of money damages, injunctions are unavailable except in extraordinary circumstances." *Moore v. Con. Edison Co. of N.Y.*, 409 F.3d 506, 510 (2d Cir. 2005).

"When an alleged deprivation of a constitutional right is involved, most courts hold that no further showing of irreparable injury is necessary." *Mitchell v. Cuomo*, 748 F.2d 804, 806 (2d Cir. 1984) (citation omitted). In addition, injuries to reputation and goodwill may constitute irreparable harm when damages are difficult to establish and measure. *See Register.com, Inc. v. Verio, Inc.*, 356 F.3d 393, 404 (2d Cir. 2004). Because Plaintiffs have shown a likelihood of success on their Contracts Clause claim, they have established irreparable harm on that basis alone. The Court nevertheless addresses the additional, independent harms identified in the record.

The record also establishes a threat of irreparable harm to Plaintiffs' reputations and goodwill as platforms that prioritize safety and the integrity of their services. Uber publicly emphasizes safety and describes safety and quality as core components of its brand. Perl Decl. ¶ 28; Freivogel Decl. ¶¶ 5–8. Uber states that rider trust depends on its ability to enforce the standards it has established for access to its platform. Perl Decl. ¶¶ 16, 28–29. Lyft describes safety as its "highest priority," provides riders and drivers with safety tools during trips, and maintains continuous access to safety personnel. Castleman Decl. ¶¶ 3, 5. If safety concerns cause fewer riders to use the platforms, drivers may receive fewer trip requests and lose earning opportunities.

The City correctly observes that advance notice is not required for "egregious misconduct," account sharing, or a "pattern of repeated fraudulent behavior." Opp. at 54. But those exceptions do not eliminate the threatened harm. "Egregious misconduct" requires conduct posing an "imminent danger," which may not encompass every serious safety concern that Plaintiffs reasonably conclude disqualifies a driver. Admin. Code § 20-1281. For safety-related conduct outside that definition, the Law may therefore require Plaintiffs to leave a driver on the platform for fourteen days after determining that the driver should be removed. Freivogel Decl. ¶¶ 37–39. And because the fraud exception requires a "pattern," it does not permit immediate deactivation after a single substantial fraud. Admin. Code § 20-1282(d). TLC's separate suspension authority likewise does not eliminate Plaintiffs' interest in acting on information that may not yet have prompted regulatory action.

Nor does the exception for egregious misconduct eliminate the risk of compelled reinstatement. Although a driver accused of sexual assault may be deactivated immediately, the Law still requires Plaintiffs to provide within five days a written notice containing "all the precise and detailed reasons" for the deactivation. *Id.* § 20-1282(e). If the driver files a complaint with DCWP or brings a private action and the factfinder finds that the notice violated Section 20-1282(e), the Law requires restoration of platform access unless the driver waives that remedy. *Id.* §§ 20-1208(c)(1), 20-1211(c); Freivogel Decl. ¶¶ 40–42. The Law thus creates a concrete risk that a driver whom Plaintiffs reasonably regard as dangerous could later be returned to the platform because of a procedural defect unrelated to the merits of the deactivation.

The retroactive provisions present a related risk. Uber states that more than 12,000 drivers have been deactivated since 2019, during which its recordkeeping and investigative practices changed and some historical materials became unavailable. Perl Decl. ¶¶ 31–32. Yet the Law gives Uber thirty days to investigate each reinstatement petition, and a missed deadline may require reinstatement regardless of the original basis for deactivation. *Id.* ¶¶ 31–34; Admin. Code § 20-

1283(a). Even a timely response must defend the historical decision under newly enacted standards and factors Uber had no reason to document at the time. Perl Decl. ¶¶ 35–36. These requirements create a concrete risk that Plaintiffs will be compelled to restore access to drivers whom their safety or integrity standards would exclude.

The most serious consequence of the Law's notice and reinstatement requirements would fall on a passenger exposed to an avoidable safety risk. If a driver whom a platform had determined should be removed remains on, or is restored to, the platform and then assaults or otherwise harms a passenger, the passenger's injury cannot be undone. The same incident could expose Plaintiffs to claims that they should have removed the driver sooner. Uber states that it already faces such claims in litigation involving alleged sexual assaults and that the Law may expose it to additional claims of that kind. Freivogel Decl. ¶ 40. The Court does not rely on any potential monetary exposure from such litigation as an independent harm. Rather, an incident involving a driver whom a platform had sought to remove would undermine the safety commitments central to Plaintiffs' brands and damage rider trust, reputation, goodwill, and business opportunities in ways that are difficult to establish and measure. Perl Decl. ¶¶ 28–29; Freivogel Decl. ¶¶ 40–42; *see Register.com*, 356 F.3d at 404. The resulting loss of rider trust could also reduce demand for rides. If riders take fewer trips because they lose confidence in the platforms' safety, drivers who comply with Plaintiffs' standards would receive fewer trip requests and lose earning opportunities. Perl Decl. ¶ 29.

The Court does not rely on compliance costs as an independent basis for irreparable harm. *See Freedom Holdings, Inc. v. Spitzer*, 408 F.3d 112, 115 (2d Cir. 2005). But the need to reconstruct years of historical decisions and create new review systems reinforces the breadth and immediacy of the constitutional and operational harms described above. Perl Decl. ¶¶ 31–36. Accordingly, Plaintiffs have established that they are likely to suffer irreparable harm in the absence of preliminary relief.

C. Balance of Equities and Public Interest

Plaintiffs must also demonstrate that "the balance of equities tips in [their] favor," and that "an injunction is in the public interest." *Winter*, 555 U.S. at 20. "These factors merge when the Government is the opposing party." *Nken v. Holder*, 556 U.S. 418, 435 (2009). In assessing them, courts must "balance the competing claims of injury and must consider the effect on each party of the granting or withholding of the requested relief," as well as "the public consequences in employing the extraordinary remedy of injunction." *Winter*, 555 U.S. at 24 (citations omitted).

The balance of the equities and the public interest tip in Plaintiffs' favor. The City has identified a genuine public interest. A driver who is wrongfully deactivated may immediately lose an important source of income while continuing to bear substantial vehicle, insurance, and household expenses. Opp. at 5–11, 55–56. The legislative record contains accounts from drivers who believed that they were deactivated based on false or discriminatory complaints and were not given a sufficient explanation or a meaningful opportunity to respond. The Court does not minimize either those experiences or the City's interest in providing drivers with fair procedures. But the Court must compare the consequences of temporarily preserving the status quo while this litigation proceeds with the consequences of immediately implementing Local Law 52 notwithstanding Plaintiffs' likelihood of success on their constitutional claims.

On Plaintiffs' side of the balance are the constitutional injuries already described; a substantial modification of the contractual relationships through which Plaintiffs govern access to their platforms; the reopening of as many as seven years of settled deactivation decisions; the possibility of mandatory reinstatement based on missed deadlines or newly imposed standards; and concrete risks to safety reporting, fraud prevention, rider trust, and Plaintiffs' goodwill. Those effects extend beyond the corporate Plaintiffs. Approximately 87,207 drivers work for high-volume for-hire vehicle services, and those services account for more than 22 million taxi and for-hire-vehicle trips per month. Opp. at 4, 43. Drivers who follow the platforms' rules benefit from rider confidence in the safety and integrity of those services. Riders benefit from Plaintiffs' ability to investigate reports and respond promptly to safety and fraud concerns. Reducing rider confidence may reduce demand, which would in turn reduce earning opportunities for the much larger population of drivers who remain active on the platforms.

By contrast, a preliminary injunction would preserve the status quo. Drivers would continue to have access to Plaintiffs' existing review procedures while this litigation proceeds and drivers would not be left without a mechanism to challenge a deactivation while the Court determines whether the City's new regime is constitutional. The City's asserted hardship, meanwhile, is principally the temporary postponement of a new regulatory regime and the potential wrongful deactivation of a very small but undetermined number of drivers. The City remains able to enforce its existing laws and regulations, and the TLC remains able to exercise its licensing and public-safety authority. In addition, the City "does not have an interest in the enforcement of an unconstitutional law." *725 Eatery Corp.*, 408 F. Supp. 3d at 470. And "the public interest is well served by the correction" of constitutional harm. *A.H. ex rel. Hester v. French*, 985 F.3d 165, 184 (2d Cir. 2021). Because Plaintiffs have demonstrated a likelihood of success on their Contracts Clause claims, delaying enforcement protects, rather than disserves, the public's interest in constitutional government.

Finally, the public has a substantial interest in safe transportation and in preserving candid reporting of dangerous conduct. Among other things, the public has an interest in ensuring that drivers do not engage in unsafe driving or sexual assault. Maintaining the existing standards avoids introducing additional risks to public safety while this litigation proceeds. The City has not considered in passing this statute whether its changes to protect some drivers will harm the millions of other users. The broader public has an interest in maintaining the status quo. The record establishes a risk that the Law will impede Plaintiffs' ability to identify and respond to safety and fraud concerns. Accordingly, Plaintiffs have established that the balance of the equities and the public interest support the issuance of a preliminary injunction.

D. Scope of the Preliminary Injunction

Although a district court has "a wide range of discretion in framing an injunction in terms it deems reasonable to prevent wrongful conduct," its equitable authority extends only to "relief no broader than necessary to cure the effects of the harm caused by the violation." *City of New York v. Mickalis Pawn Shop, LLC*, 645 F.3d 114, 144 (2d Cir. 2011) (quotation omitted). Injunctive relief must be "narrowly tailored to fit specific legal violations," and an injunction is overbroad when it restrains legal conduct or conduct that was not fairly the subject of the litigation. *Id.* at 144–45. Rule 65(d) further requires an injunction to "state its terms specifically" and "describe in reasonable detail" the conduct restrained. Fed. R. Civ. P. 65(d)(1)(B)–(C).

"Severance of a local law is a question of state law." *Evergreen Ass'n, Inc. v. City of New York*, 740 F.3d 233, 243 (2d Cir. 2014). Under New York law, "a court should refrain from invalidating an entire statute when only portions of it are objectionable." *Id.* (quoting *Gary D. Peake Excavating, Inc. v. Town Board of Hancock*, 93 F.3d 68, 23 (2d Cir. 1996)). "The question is in every case whether the legislature, if partial invalidity had been foreseen, would have wished the statute to be enforced with the invalid part exscinded, or rejected altogether." *Gary D. Peake Excavating*, 93 F.3d at 73 (quoting *People ex rel. Alpha Portland Cement Co. v. Knapp*, 230 N.Y. 48, 60 (1920)). "Although the presence of a severability clause is not dispositive, '[t]he preference for severance is particularly strong when the law contains a severability clause.'" *Id.* at 72 (quoting *Nat'l Advert. Co. v. Town of Niagara*, 942 F.2d 145, 148 (2d Cir. 1991)).

"The principle of division is not a principle of form. It is a principle of function." *Nat'l Advert.*, 942 F.2d at 148 (quoting *Knapp*, 230 N.Y. at 60). The inquiry must be resolved "pragmatically, by the exercise of good sense and sound judgment, by considering how the statutory rule will function if the knife is laid to the branch instead of at the roots." *Id.* Severance is inappropriate when the valid and invalid portions "are so intertwined that excision of the invalid provisions would leave a regulatory scheme that the legislature never intended." *Id.*

By contrast, severance is appropriate where the surviving provision regulates "a discrete regulatory topic and regime" and has an "independent legislative purpose." *People v. On Sight Mobile Opticians*, 24 N.Y.3d 1107, 1109–10 (2014). The Second Circuit similarly preserved provisions that served an independent purpose and "function[ed] independent of" the provisions likely to be unconstitutional. *Evergreen*, 740 F.3d at 243. A court also may not preserve a law by adopting a limitation incompatible with its enacted language: "the doctrine of separation of governmental powers prevents a court from rewriting a legislative enactment through the creative use of a severability clause when the result is incompatible with the language of the statute." *See People v. Marquan M.*, 24 N.Y.3d 1, 10 (2014). Severability may not be used to "significantly modify the applications" of a law where the resulting scope would bear "little resemblance to the actual language of the law." *See id.* at 11–12.

As explained above, Plaintiffs are likely to establish that Local Law 52 violates the Contracts Clause both as applied to existing contractual deactivation rights and through its prior deactivation provisions. Yet, apart from the seven-year lookback, the Law creates one deactivation regime for all high-volume for-hire vehicle drivers. It does not distinguish between agreements made before and after enactment, and its standards, procedures, and remedies apply uniformly to the entire covered class.

The constitutional defect is not confined to a particular provision that can be severed from the rest of the Law. There is no separate provision governing pre-enactment contractual rights that can be enjoined while a distinct provision governing later-formed rights remains in force. Limiting the Law to future contractual relationships would require the Court to add a temporal qualification the Council did not enact to decide which agreements and rights fall within it.

The Code's severability clause does not supply that missing distinction. Administrative Code § 1-105 provides that a judgment invalidating a "clause, sentence, paragraph, section or part" of the Code "shall not affect, impair or invalidate the remainder thereof." That language favors preserving the remainder of a law when the invalid portion can be separated from it. Here, however, the same provisions govern both existing and later-formed contractual rights.

This case therefore differs from *Evergreen*, which reviewed a preliminary injunction against a local law in its entirety. There, the law contained distinct disclosure requirements and a separate confidentiality provision. After rejecting the plaintiffs' vagueness challenge, the Second Circuit could enjoin the disclosure requirements likely to violate the First Amendment while leaving in force a confidentiality provision that "function[ed] independent of the disclosure requirements." 740 F.3d at 242–43. Here, no comparable textual division separates the Law's application to existing contractual rights from its application to later-formed rights. Narrowing the injunction along that line would require the Court to add a limitation to the Law, not simply leave an independent provision in force.

Because the constitutional defect in the prospective regime cannot be isolated in particular statutory text, limiting the Law to future contractual relationships would require the Court to add a distinction the Council did not enact. Nothing in the Law indicates that the Council would have chosen that limited regime had it anticipated the constitutional defect. The Court therefore concludes that Local Law 52 should be enjoined in full at this preliminary stage.[6]

[6] Following oral argument, the Court ordered supplemental briefing on whether Section 1 and the recordkeeping provisions should go into effect if the substantive deactivation provisions were enjoined. The City conceded that "if Section 1 and the Recordkeeping provisions went into effect, but the law's substantive protections did not, Section 1 and much of the Recordkeeping provisions would likely serve little practical purpose." Uber Dkt. No. 44 at 2.

IV. CONCLUSION

For the reasons stated above, Plaintiffs' motions for a preliminary injunction are granted. The City is preliminarily enjoined from enforcing Local Law 52 pending further order of the Court.

The Clerk of Court is directed to terminate the motions pending at Uber Dkt. No. 5 and Lyft Dkt. No. 6.

SO ORDERED.

Dated: July 21, 2026
New York, New York

GREGORY H. WOODS
United States District Judge

EXHIBIT B

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

UBER TECHNOLOGIES, INC., and UBER USA, LLC, Plaintiffs, v. CITY OF NEW YORK, Defendant.	No. **COMPLAINT** **JURY TRIAL DEMANDED**

COMPLAINT

Plaintiffs UBER TECHNOLOGIES, INC. and UBER USA, LLC (collectively, "***Uber***"), by and through their attorneys, Dunn Isaacson Rhee LLP, allege for their complaint against Defendant CITY OF NEW YORK (the "***City***"), as follows.

NATURE OF THE ACTION

1. Local Law 52 of New York City of 2026 (the "***Challenged Law***")[1]—titled "A Local Law to amend the administrative code of the city of New York, in relation to the wrongful deactivation of high-volume for-hire vehicle drivers"—unconstitutionally interferes with Uber's contractual agreements and violates Uber's rights guaranteed by the United States Constitution ("***Constitution***").

2. Uber connects New York independent drivers, who want to earn money, with riders who need rides, by granting both of them access to Uber's technology platform. Both riders and drivers are subject to contractual terms.[2]

[1] Attached as Exhibit 1. Unless otherwise noted, all citations to Section or § refer to the Challenged Law.
[2] Uber also offers a platform for delivery services, to which the Challenged Law does not apply. This Complaint uses the term "platform" to refer only to the Uber platform that relates to mobility for-hire vehicle services. Where the Complaint refers to "Uber Marketplace" it references the full slate of platforms that Uber provides.

3. As a precondition of providing rides on the Uber platform, each driver agrees to a Platform Access Agreement (the "***PAA***"),[3] which delineates each party's rights to terminate the agreement. The PAA explicitly incorporates "applicable Uber standards and policies (including, without limitation, Uber's safety standards and accessibility policies)" and states that a violation of the PAA (including those incorporated standards and policies) can lead to deactivation:

> "You consent to and we may temporarily deactivate your account without notice to investigate whether you have engaged in, or your account has been used in, activity that is deceptive, fraudulent, unsafe, illegal, harmful to our brand, business or reputation, or that violates this Agreement (including the policies incorporated herein by reference) (any of the foregoing, a '*Material Breach or Violation*'). You also consent to and we may terminate this Agreement or permanently deactivate your account without notice if we determine in our discretion that a Material Breach or Violation has occurred."

PAA at § 5.3 ("***Deactivation Provision***").

4. The Challenged Law would eliminate Uber's contracted-for ability to exercise its own business judgment about who is allowed to access its technology platform.

5. The following provisions of the Challenged Law, independently and in combination, would force Uber to keep drivers on its platform even if Uber has determined that they have violated its standards, agreements, and policies, and to provide them with specific information that Uber is not contractually required to and otherwise does not and would not provide:

- Section 20-1282(a)-(c) of the Challenged Law (the "***Deactivation Prohibitions***") would substitute Uber's contractually agreed-upon right to deactivate a driver based on Uber's determination of a violation with the City's notion of only three limited and vaguely defined reasons, and would subject Uber to review by "fact-finders" that can consider and weigh any "factor" they want.

[3] Attached as Exhibit 2.

- Section 20-1282(d) ("***14-Day Notice Provision***") would require a 14-day notice period prior to deactivation in certain circumstances and thus would eviscerate Uber's existing contractual right to deactivate drivers without any notice and force Uber to continue to platform certain deactivated drivers for two weeks after notifying them of an impending deactivation.

- Section 20-1283(a)-(b) ("***Retroactive Provision***") would apply the Deactivation Prohibitions back to 2019, meaning that Uber would have to prove that its decision to deactivate a driver at any time in the past seven years would have met a standard that did not exist at the time, at the risk of ongoing forced association.

- Sections 20-1282(d) ("***14-Day Required Message***), 20-1282(e) ("***Five-Day Required Message***), and 20-1283(a)-(b) ("***Retroactive Required Message***") (collectively, "***Required Messages***"), plus § 20-1286 ("***Compelled Reports Provision***") would alter the content of Uber's speech by requiring it to deliver specific messages and information, including "all the precise and detailed reasons" for a driver's deactivation, "information and data," and "all customer comments, ratings, and complaints" about the driver. Uber does not wish to convey that information, including because the disclosure could endanger riders, conflicts with Uber's contracts with riders and drivers, and educates fraudsters.

- Section 20-1285 ("***Burden of Proof Provision***") would seek to construct kangaroo court proceedings before a fact-finder either in a private action court or in front of the Department of Consumer and Worker Protection ("***Department***"), a "dedicated voice" for "workers in NYC," by creating procedures that would presume all deactivations are unjust, shift the burden of proof to Uber in any proceeding involving a deactivated driver, and restrict Uber's ability to defend itself.

- Section 20-1287 ("***Informal Dispute Resolution Provision***") would require Uber to "engage in good faith" with deactivated drivers and conclude "informal resolution" processes over email and other electronic communications within 15 days, and impose civil penalties if Uber fails to do so.

6. The Challenged Law would require Uber to reinstate a driver if a fact-finder (including the biased Department) determines Uber has violated any of these provisions, no matter how technical. Put simply, the fact-finder would have no choice but to order the driver reinstated if Uber's notice of deactivation is a day late or if the explanation is insufficiently "precise and detailed," even if the driver engaged in dangerous, criminal, or fraudulent misconduct or the

evidence demonstrates good cause for the deactivation. And "fact-finders" could base their decision on any factors they want and weigh those factors however they choose.

7. As a consequence, the Challenged Law would require Uber to connect riders with drivers even if Uber believes in good faith that those drivers pose a risk to rider or public safety, or have engaged in fraudulent activity.

8. The New York City Council ("***Council***") passed the Challenged Law after the powerful taxi driver's lobby (the New York Taxi Workers Alliance ("***NYTWA***")) spent more than two years demanding the Council address purported "unfair deactivations," without regard for the rider or public safety or Uber's legitimate business interests, free speech rights, and existing contracts.

9. At NYTWA's incessant urging, the Council passed the Challenged Law with the sole expressed purpose of protecting drivers from "wrongful deactivations." The Council's official summary of the Challenged Law confirms that its primary purpose is to prohibit high-volume for-hire vehicle services (like Uber) from deactivating drivers "unless due to just cause, a bona fide economic reason, or if required by law." The Council's summary also refers to the Challenged Law's procedural elements, including requiring advanced notice of deactivation and authorizing deactivated drivers to "request that the Department of Consumer and Worker Protection" investigate the deactivation to determine if it was "wrongful."

10. During its deliberations, the Council accepted without scrutiny the claim that there is a proliferation of "unfair" deactivations. The Council did not define "unfair" or demand any data or proof that a problem actually existed, relying instead on hypothetical fears and anecdotes from the NYTWA and deactivated drivers, some of whom conceded to valid reasons for their deactivations. The Council focused on how to prevent drivers from fearing "unfair" deactivations,

and barely discussed balancing such grievances with rider and public safety. None of the public hearings reflected a meaningful discussion by the Council about safety at all, or why it was in the public's interest to prioritize the perceived problem of "unfair" deactivations above all other matters.

11. The lead sponsor of the Challenged Law on the Council initially intended the law to create a presumption that any deactivation was unfair by establishing a "framework" whereby Uber must "bear the burden of proving that their actions were justified" beyond a reasonable doubt. That would have meant, for example, that Uber would be required to grant continued platform access to a driver accused of rape, and allow him to drive single female passengers at night, unless and until Uber could prove the crime "beyond a reasonable doubt."

12. As far as its concerns about the deactivation process, the Council did not scrutinize whether the purported procedural concerns with how Uber notifies drivers of potential standard or policy violations and deactivations actually constitute a real, or widespread, problem. Reality does not reflect any problems with the process, including notice in advance of what behavior could lead and/or has led to deactivation. Unlike traditional employment—where an at-will employer may make termination decisions with no process, notice, explanation, or uniform standard—Uber and drivers enter into a contract that specifies the types of conduct that may lead to deactivation and establishes the parties' respective rights. When Uber is determining whether to deactivate a driver, it looks to that contract and its incorporated policies to determine if there is a violation and, therefore, warrants deactivation. In addition to understanding the type of conduct that can lead to deactivation, drivers typically receive warnings and notices beforehand, and avenues of appeal afterwards.

13. Deactivating a driver is a last resort for Uber. Permanent deactivations are rare, and largely relate to safety or fraud. Uber's deactivation decisions and the underlying policies that inform them are rooted in a careful balance of competing priorities: promoting driver access to the platform and earning opportunities, maintaining rider and driver safety, and protecting Uber's brand and economic interests. Uber memorializes in writing the guiding values that inform its decision-making process, including to make "magic in the marketplace" by exerting "judgment to make difficult trade-offs" and to "stand for safety" by embedding "safety into everything we do" in a "relentless pursuit to make Uber safer for everyone using our platform" by being an "industry leader for safety."

14. Uber's attention to this balance serves drivers and riders alike. Uber deeply values its relationship with the people who drive using the Uber platform, and they are its customers. Uber supports flexible earning opportunities when and where earners want them. At the same time, Uber invests heavily in security measures, including by requiring comprehensive background checks and driving records before any driver gains access to the platform, and by engaging in ongoing monitoring for any indicia of potential safety or fraud concerns.

15. Creating a symbiotic relationship among Uber, drivers, and riders requires a mutual and shared set of expectations. The PAA memorializes those expectations and creates a contractual relationship between drivers and Uber. Pursuant to the PAA, drivers have the flexibility to "decide when, where, and whether" they want to offer rides on Uber's platform and to terminate the agreement without cause. In exchange, Uber reserves and must have the right to deactivate a driver who fails to comply with the terms of the PAA and the policies it incorporates, including the Community Guidelines.

16. The Community Guidelines is a written document that identifies "behaviors or circumstances that may cause" drivers (or riders) "to lose access" to the Uber platform. The Community Guidelines confirm: "Not following any one of our guidelines can constitute a material breach or violation of the terms of your agreement with Uber and may result in the loss of access" to the platform without notice.

17. Taken together, the PAA and incorporated policies and agreements identify specific conduct that could lead to deactivation including: failing to "behave decently toward other people" while using the platform; commenting on "someone's appearance" or asking if they are single; engaging in sexual assault or misconduct; disrespecting personal space; engaging in aggressive, confrontational, or harassing behavior; makings riders feel unsafe; or exhibiting a lack of honesty. They are common sense.

18. Having the contractual right to deactivate a driver if Uber has determined in its discretion that there has been a violation of Uber's standards and policies is critical to Uber's business. That discretion is particularly critical in ambiguous situations or situations with imperfect information, such as when a driver faces reports of sexual assault or substance use. Uber structures its contracts with drivers so that Uber retains the discretion it requires to protect that balance.

19. It is essential for Uber to have the ability to take prompt action and remove (whether temporarily or permanently) access to the platform without notice while it investigates whether, or once it has determined that, a driver may have engaged in violative conduct. Permitting a driver who materially violated his agreement with Uber to continue to interface directly with riders and the public poses an avoidable risk that Uber's contracts are designed to minimize.

20. For similar reasons, Uber does not, outside of legal proceedings, disclose to a driver the specific, individualized comments, ratings, or complaints that a rider has lodged about him or her or details such as the date, time, or location of any specific incidents. Providing that information could subject the rider to risk because a driver likely could identify or locate the rider even without personally identifiable content. Plus, Uber's privacy notices to riders promise to maintain the privacy of their data (including content they submit to Uber) and inform riders of the specific information Uber shares with drivers, which excludes the comments, ratings, or complaints they submit.

21. Multiple clauses of the Challenged Law independently—and taken together—would upend the contractual relationship between Uber and drivers, and otherwise violate Uber's constitutional rights.

22. *First*, the Deactivation Prohibitions would override Uber's contractual right to deactivate drivers for conduct that it determines in its discretion materially violates drivers' agreement with Uber. In place of that existing contractual agreement, the Council articulates only three valid reasons for deactivation: "just cause," "a bona fide economic reason," and a legal requirement. The Council ignored concerns from Uber and "organizations representing various vulnerable passenger populations" that the three reasons were too narrow and would endanger riders, including by rejecting amendments that would have retained the discretion contained in Uber's contract with drivers.

23. *Second*, the 14-Day Notice Provision would require Uber to continue to allow certain drivers to operate on the platform for 14 days after Uber has determined deactivation is necessary, and notify the driver of the impending deactivation. This requirement is inherently unsafe and poses an avoidable risk; drivers who have received notice they soon will lose platform

access may behave recklessly or dangerously, without regard for the safety of others, and in retaliation. For example, while the 14-Day Notice Provision makes an exception for "egregious misconduct" that "poses an imminent danger to other persons," the Council rejected a proposed definition of "egregious misconduct" that would include all "conduct that endangers others" because that would have been "over-inclusive." The 14-Day Notice Provision thus purports to require Uber to keep a driver on the platform who it has notified will be deactivated for endangering riders if that danger is insufficiently "egregious." The same is true for drivers who have engaged in an act of fraud.

24. *Third*, the Retroactive Provision would require Uber to prove, for any driver who "petitions," that any challenged deactivation from the past seven years meets the Deactivation Prohibitions, even though they did not exist at the time of the deactivations and Uber was (and is) not otherwise contractually obligated to meet them. Likewise, the "just cause" standard would impose consideration of seven "factors" that did not apply in the past, and even would allow a "fact finder" to consider any other factor they want, even though Uber had no notice—and even now lacks notice—of what those factors may be. Combined with the other provisions, the Retroactive Provision in essence would force the reactivation of any driver Uber has deactivated since 2019 if it has not maintained documentation substantiating the reason for the deactivation or sufficiently communicated the reason and underlying evidence to drivers, or a fact finder decides some new "factor" is determinative. This means Uber would be required to reactivate drivers even if Uber had just cause for their deactivation—such as, for example, due to serious complaints of endangering riders—due to a technicality.

25. In addition to interfering with Uber's contracts, the Deactivation Prohibitions and 14-Day Notice, and Retroactive Provisions unconstitutionally compel association, violate Uber's

due process with its vagueness, and deprive Uber of equal protection under the law.

26. *Fourth*, the Required Messages and Compelled Reports Provision are presumptively unconstitutional pursuant to the First Amendment. They, respectively, would compel Uber to disclose "all the precise and detailed reasons" for a deactivation, the "information and data" related to the deactivation, and to collect and provide deactivated drivers with "all customer comments, ratings, and complaints" about them and with a report about all *other* driver deactivations from the preceding year. Uber currently does not and is not required to provide such extensive information and data because it has determined in its business judgment that doing so would be detrimental to rider safety and to both rider and driver privacy, including as articulated in Uber's contractual agreements, and would also give fraudsters an upper hand in evading detection. Leaving aside the significant operational burden on Uber, requiring the disclosure of such information will sweep in information that has no relevance to the underlying deactivation, thus jeopardizing safety and privacy for no valid reason.

27. *Fifth,* the Burden of Proof Provision would prevent Uber from offering as evidence any materials it did not provide the driver at the time of deactivation, thereby entirely shifting the inquiry away from the expressed goal of the Challenged Law (i.e. whether Uber had "just cause" to deactivate a driver) to the procedural concerns (i.e. whether Uber provided sufficient notice to the driver of the reason for deactivation). Further creating a one-sided "he said" process, the Burden of Proof Provision would permit drivers to submit any evidence they desire, even if never provided to Uber. When Uber cannot meet its burden by a preponderance of the lopsided "evidence," it must reactivate the driver irrespective of the strength of the substantive reasons for the deactivation, and face economic liability. For example, Uber may have to reactivate a driver it originally removed based on complaints of rape or kidnapping, or fraud against Uber or riders,

solely because it did not disclose the underlying reports to the driver in an effort to protect the rider's privacy, or to maintain the secrecy of its fraud detection capabilities. The Burden of Proof Provision would prioritize form over function to benefit a small percentage of drivers at the expense of everyone else.

28. The City has not attempted to, and cannot, show that the Challenged Law is a reasonable and necessary way to achieve any legitimate public purpose, let alone that it is narrowly tailored to that interest or that there are no less restrictive alternatives. The legislative history demonstrates that the Council relied on arbitrary assumptions and hypothetical fears to justify a desired policy outcome to satisfy one of the City's most powerful lobbies. The outcome is a law purporting to solve a problem that does not exist but will certainly create new ones, and a gross violation of Uber's constitutional rights. A law cannot survive constitutional scrutiny where, as here, novel regulation infringes upon constitutional rights and the government cannot meet its burden under the law to justify such infringement.

29. The Challenged Law will cause immediate and irreparable harm to Uber. Even a day of infringed constitutional rights is an immediate and irreparable injury. If the Challenged Law takes effect, it will permanently impair Uber's contracts, compel the communication and disclosure of sensitive and protected information that Uber would not otherwise provide, force at least temporary association with drivers whom Uber would otherwise deactivate, subject Uber to an unfair and lopsided adjudicative process, and potentially lead to reputational harm and a loss of business and goodwill.

30. Accordingly, Uber seeks declaratory relief, and preliminary and permanent injunctive relief on the grounds that the Challenged Law violates Uber's rights under the Constitution.

THE PARTIES

31. Plaintiff Uber Technologies, Inc. is a Delaware corporation with its principal place of business in San Francisco, California. Plaintiff Uber USA, LLC is a Delaware limited liability company and is a wholly-owned subsidiary of Uber Technologies, Inc. Uber USA, LLC maintains a New York City Taxi & Limousine Commission high-volume for-hire service license (as that term is defined in the City's regulations) and enters into agreements with New York City drivers of for-hire vehicles (as that term is defined in the City's regulations). Uber Technologies, Inc. and Uber USA, LLC are generally referred to in this Complaint as "Uber." Uber licenses software that enables independent third-party transportation providers to receive and respond to requests for prearranged transportation from interested riders that also use software designed by Uber.

32. Defendant City of New York is a municipal corporation organized and existing under and by virtue of the laws of the State of New York.

JURISDICTION AND VENUE

33. This Court has jurisdiction over Uber's federal claims pursuant to 28 U.S.C. §§ 1331 and 1343(a) and 42 U.S.C. § 1983 because Uber alleges violations of its rights under the Constitution of the United States. This Court has supplemental jurisdiction pursuant to 28 U.S.C. § 1367 over the remaining claims. This Court also has jurisdiction over the claims and relief sought pursuant to 28 U.S.C. §§ 2201, and 2202.

34. Venue is proper in the Southern District of New York under 28 U.S.C. § 1391(b)(1) because Defendant is located within this District, and under 28 U.S.C. § 1391(b)(2) because a substantial part of the events or omissions giving rise to Uber's claims occurred in this District.

FACTUAL ALLEGATIONS

I. Uber's Business and Driver Earnings Depend On the Safety and the Quality of Services Available on the Platform.

35. Uber provides a set of smartphone applications that matches riders seeking rides with for-hire drivers. Person-to-person connections are a core component of Uber's business. Uber's ridesharing platform business in New York depends on riders and drivers feeling safe. And in order for riders and drivers to feel safe, Uber makes driver and rider safety a top priority.

36. Uber is a value-driven company and has developed a series of values that are its guiding principles. One of its core values is to "Stand for Safety" as Uber describes on its website: "At Uber, safety isn't just a department; it's a core cultural value. Teams across the company embrace the value of Stand for Safety in everything we build."[4]

37. Uber is "committed to safety" and wants riders to "ride with confidence." Uber makes its commitment to safety clear on its website: "The Uber platform was built with safety in mind. Through incident prevention tools, insurance coverage, and technology that keeps you connected, we're dedicated to helping you move safely and focus on what matters most."[5]

38. Uber emphasizes its "commitment to safety," stating that "At Uber, we stand for safety. Safety is not just a feature—it's a foundation. That's why we invest in innovative technologies, robust policies, and expert partnerships that prioritize women's safety at every step of their journey. We are steadfast in our commitment to building a platform where women feel comfortable, safe, and in control."[6]

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[4] *Standing for Safety with Greg Brown*, Uber, https://jobs.uber.com/en/people-stories/inside-the-work/standing-for-safety-with-greg-brown/ (last visited June 5, 2026).
[5] *Is Uber Safe For Riders?*, Uber, https://www.uber.com/us/en/ride/safety/ (last visited June 5, 2026).
[6] *Our commitment to safety*, Uber, https://www.uber.com/us/en/safety/our-commitment/?uclick_id=bd8a07c5-2192-4d2a-b0cd-ed79da09df17 (last visited June 5, 2026).

39. Uber's background check process is more stringent than the one used by New York City's taxi regulators, which focuses on in-state (rather than national) data. Uber's own checks have disqualified hundreds of prospective Uber drivers (for example, based on out-of-state criminal history) that the City's own screening process approved.

40. Ongoing checks are built into the Uber platform. Uber reruns criminal background checks every year. It goes even further than annual checks with continuous monitoring, a system Uber pioneered in 2018. This technology flags new criminal charges or convictions reported by trusted background check providers, even in between annual checks.

41. Since 2016, Uber has used Real-Time ID Check, an industry-first technology that periodically requires drivers to upload "selfie" photos of themselves, to verify the person driving matches the person registered.[7]

42. Uber provides riders with several additional safety measures. Riders receive key details about drivers prior to their arrival so that they can get into the correct car. GPS tracks the trip in real time, and riders can share their location with loved ones. A feature called RideCheck helps detect unexpected stops or route changes. Riders also can record audio of their rides, and can call for emergency help by contacting Uber's 24/7 safety support or using the in-app emergency button.

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[7] *Identity Verification Checks*, Uber, https://help.uber.com/en/driving-and-delivering/article/identity-verification-checks?nodeId=75fb55dc-da08-41bb-b1cb-3229f2839956 (last visited June 5, 2026).

43. Uber expects everyone with access to its platform to follow its Community Guidelines.[8] Uber posts its Community Guidelines publicly[9] and incorporates them into various agreements, including the PAA with drivers, and the Terms of Use that apply to riders.

44. The Community Guidelines state that their purpose is to "provide the basis for behavior we expect from all in the Uber community." They "were developed to help make every experience feel safe, respectful, and positive."

45. To Uber, treating everyone with respect includes ensuring that everyone has a pleasant ride, behaves decently towards other people, and is able to ride in a safe and welcoming space. The Community Guidelines prohibit aggressive, confrontational, or harassing behavior or using language that could be viewed as disrespectful, discriminatory, threatening, or inappropriate. They also forbid drivers from contacting riders after a trip has completed or making any physical contact with a rider, except where help is requested. Uber has a no-sex rule even if the driver and rider mutually consent. Drivers must "keep their vehicles maintained and in good operating condition" and to "maintain an environment that makes riders feel safe."

46. Uber aims to "provide a safe and enjoyable environment for everyone."[10] One way to "maintain this standard" is by allowing riders and drivers to rate each other. Uber "uses ratings to maintain high quality and fairness."

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[8] Attached as Exhibit 4. Uber's Community Guidelines state that they apply to "everyone who uses the Uber Marketplace Platform." Uber defines the "Uber Marketplace" which Uber defines as the "rideshare marketplace" that "connects riders looking for transportation with drivers looking for work at the tap of a button" that includes both mobility and food delivery platforms. *See Uber Marketplace*, Uber, https://www.uber.com/us/en/marketplace/ (last visited June 4, 2026). References to "platform" throughout the complaint relates to the mobility offering, namely connecting riders to drivers for purposes of personal transportation.

[9] *Uber Community Guidelines*, Uber, https://www.uber.com/legal/en/document/?country=united-states&lang=en&name=general-community-guidelines (last visited June 5, 2026).

[10] *Understanding ratings*, Uber, https://help.uber.com/en/driving-and-delivering/article/understanding-ratings?nodeId=9e240708-a894-43d7-b19d-13061a4fbe5a (last visited June 5, 2026).

47. Feedback between platform users is important. All riders have the option of providing their drivers with ratings on a one-to-five star scale.

48. Uber makes it easy for riders and drivers to submit more fulsome feedback. Riders can use Uber's "Help" section, which provides the ability to report various types of "safety" incidents, including: "a serious incident with a driver," an "unsafe or broke down" vehicle," an accident, discrimination, dangerous driving, and a driver who or vehicle that did not match the profile in the application.

49. Uber's "Help" section also provides riders with the ability to report various types of quality-related concerns, such as a driver who was "rude," "refused" to transport the rider to the requested destination, "made an unplanned stop," had "fewer seats than" requested, had an animal in the vehicle, or asked to "book outside the Uber app."

50. Uber is vigilant about identifying driver fraud on its platform, not only for its own economic reasons but also as part of its commitment to safety and quality. For example, deactivating drivers who present fake identity documents protects the platform and its users from drivers who have already been rejected for safety or other reasons.

II. Drivers And Uber Freely Enter Into A Contractual Relationship.

51. Drivers and Uber are independent contracting parties. Each party voluntarily chooses to enter the relationship because of the value it brings to them, and each can choose to exit the relationship at any time. At the same time, like any contractual relationship, the contracts impose obligations on each party as well as benefits: Drivers must not violate the policies, standards, and agreements that they have agreed to, and Uber can deactivate a driver only pursuant to the terms of the Platform Access Agreement.

52. Uber creates and enforces policies to balance its commitment to driver access to the platform and earning opportunities, driver and rider safety, quality experiences, and protecting

Uber's brand and economic interests. Drivers, riders, and Uber all benefit from striking the right balance: riders will take more rides if they have a safe and high-quality experience when using the platform, which in turn provides more earning opportunities for drivers and benefits Uber. Drivers likewise provide more trips when they are safe, which benefits riders and Uber.

A. Drivers Benefit From Their Contracts With Uber.

53. Drivers benefit from Uber's commitment to safety and quality, each of which attracts riders to the platform, which leads to increased earning opportunities for drivers.

54. Uber offers drivers flexibility. Drivers may choose to access the platform as much or little as they choose and at the hours they choose. They also are free to locate and provide rides using platforms other than the ones Uber provides, and to terminate their relationship with Uber at any time, without explanation.

55. Uber's platform provides New York City drivers with access to more than one-hundred thousand trips per day.

56. On behalf of drivers in New York, Uber contributes to unemployment insurance, which provides temporary financial assistance in certain circumstances set by New York State rules. New York City drivers also are eligible for Paid Sick Leave benefits.

57. It is Uber's philosophy to facilitate independent work and earnings opportunities when and where people want. Uber's contracts provide flexibility, permitting drivers to use other rideshare and courier platforms and take any other employment, and many drivers choose to use multiple platforms at the same time based on varying terms and benefits.

B. Uber Structures Its Contracts To Protect Its Ability To Balance Access, Fairness, Safety, and Its Brand.

58. Uber's deactivation decisions and policies require carefully balancing drivers' access to the platform, fairness, rider and driver safety, the maintenance of Uber's brand, and its

financial wellbeing. The right balance benefits Uber, riders, and drivers.

59. As Uber publicly states, it is "strongly motivated to keep access to the Uber platform open" to drivers. Uber is dedicated to facilitating independent work and earning opportunities when and where people want them. It is, generally speaking, in Uber's economic interest to have more drivers, because more drivers can equal more completed trips.

60. Uber must balance its desire to keep drivers on its platform with its commitments and values related to safety for riders, drivers, and the entire Uber community. Uber is deeply committed to the safety and quality of services available on its platform. If both drivers and riders are not safe or do not feel safe on the platform, they will not use the platform to request and provide services, which can set off a negative cycle for all users: longer wait times, higher costs, fewer trips, and fewer earnings for the vast majority of drivers that are committed creating a safe environment. Just as Uber is vigilant and protective of initially granting access to its platform, it remains vigilant and protective about permitting ongoing access.

61. Uber takes the decision to remove access to driver accounts seriously and considers deactivation to be a last resort.

62. Uber's CEO has publicly stated that blocking a driver "from accessing their Uber account is one of the most serious decisions we make as a company." He continued:

> "Of course, there are many legitimate reasons why a driver could lose access to their account. We must balance access to the app with our commitment to safety and a high-quality experience for all users. It's our responsibility not only to follow the law but to enforce our Community Guidelines, which are designed to ensure every experience feels safe, respectful, and positive."

63. Uber relies on written agreements and standards and policies, including the Community Guidelines, with drivers to confirm one another's rights, limitations, and expectations, including the rights to deactivation.

64. Uber structures its contracts with drivers so that Uber retains the discretion it requires to balance its competing business needs.

65. The contractual discretion to deactivate drivers based on Uber's determination of whether there has been a violation of Uber's policies and standards is critical to Uber's ability to balance priorities, particularly in ambiguous situations. For example, when a driver faces reports of sexual assault or substance use, Uber may have to make decisions based on imperfect information. Uber's standards and policies thus may require that being the subject of a serious report makes one ineligible for platform access, which protects riders and the public at large.

C. The PAA Establishes Uber's Discretion To Determine a Violation And Deactivate Without Notice.

66. Since January 1, 2022, Uber and drivers have entered into the PAA, which establishes the contractual right to access to the platform. In addition to its explicit terms, the PAA states that access is "also governed by the applicable terms on our website, including without limitation, the Community Guidelines" and other Uber standards and policies, all of which it incorporates by reference. The PAA expressly incorporates Uber's Privacy Policy, including the Notice for Drivers and Delivery People ("***Driver Privacy Notice***")[11] (PAA, together with incorporated documents, "***Agreement***"). Every driver in New York City that is active on the Uber platform has agreed to the Agreement.

67. By accepting the Agreement, drivers confirm that they "read, understand and accept the provisions" of it and intend to be bound by it.

68. The PAA's terms state that it is not an employment agreement and that Uber is not "hiring or engaging" the driver to "provide any service." Rather, the driver is engaging Uber to

[11] *Uber Privacy Notice: Drivers and Delivery People*, Uber, https://www.uber.com/global/en/privacy-notice-drivers-delivery-people/ (last visited June 5, 2026).

receive access to the platform. (§ 1.1).

69. The terms of the PAA confirm that the drivers "decide when, where, and whether" they want to offer rides facilitated by the platform and there is no minimum number of rides they must take. The PAA states that drivers have the choice whether to use "other platforms and applications in addition to, or instead of," the one Uber provides. (§ 1.2).

70. The PAA makes clear that drivers must "understand" that a rider's experience with their rides, as conveyed by the rider, "may affect your ability to access" the platform. (§ 1.2).

71. The PAA makes explicit that drivers "are responsible for identifying, understanding, and complying with" the law and with the Agreement. (§ 2.2).

72. The PAA requires drivers to "represent, warrant and covenant" that their access and use of the platform "will be in compliance with the Requirements." (§ 2.3).

73. The PAA specifically spells out each side's respective rights to terminate the agreement. For drivers, the PAA permits a driver to terminate the Agreement "without cause at any time upon seven (7) days' prior written notice to Uber" or "immediately, without notice for Uber's violation or alleged violation of a material provision of this Agreement." (§ 5.2 ("***PAA Termination Provision***")).

74. For Uber, the PAA affords a more narrow right in the PAA Deactivation Provision, which by its own terms covers both temporary waitlisting and permanent deactivation:

> "**Deactivation.** You consent to and we may temporarily deactivate your account without notice to investigate whether you have engaged in, or your account has been used in, activity that is deceptive, fraudulent, unsafe, illegal, harmful to our brand, business or reputation, or that violates this Agreement (including the policies incorporated herein by reference) (any of the foregoing, a "*Material Breach or Violation*"). You also consent to and we may terminate this Agreement or permanently deactivate your account without notice if we determine in our discretion that a Material Breach or Violation has occurred."

(§ 5.3).

75. The PAA Deactivation Provision expressly communicates that Uber is permitted to temporarily deactivate a driver's account without notice in order to conduct an investigation.

76. The PAA Deactivation Agreement unequivocally states that Uber may permanently deactivate a driver's account without notice if Uber determines, in its discretion, that the driver "has engaged in, or your account has been used in, activity that is deceptive, fraudulent, unsafe, illegal, harmful to our brand, business or reputation, or that violates this Agreement (including the policies incorporated herein by reference)" (a "***Material Breach or Violation***").

77. The PAA Deactivation Agreement articulates a contractual standard regarding deactivation. Uber does not grant itself free rein to deactivate drivers without a basis, which stands in contrast to the at-will nature of how employers (which Uber is not) often structure their relationships with employees (which drivers are not).

78. The PAA Deactivation and Termination Provisions are central to the Agreement and part of the benefit of the bargain.

79. Drivers deactivated from January 2, 2022 to present in New York City were, and are, subject to the PAA. Drivers deactivated from January 6, 2020 to January 1, 2022 in New York City were subject to an earlier version of the Platform Access Agreement, which contained the same PAA Deactivation and Termination Provisions.

80. Prior to 2020, Uber entered a Technology Services Agreement ("***TSA***")[12] with drivers in New York City. Drivers deactivated from December 10, 2015 to January 5, 2020 were subject to the TSA. Like the PAA, the TSA provided Uber the contractual right to deactivate a driver for "a violation or alleged violation of this Agreement, a violation or alleged violation of a Driver Addendum, Customer's or any Driver's disparagement of Uber or any of its Affiliates,

[12] Attached as Exhibit 5.

Customer's or any Driver's act or omission that causes harm to Uber's or its Affiliates' brand, reputation or business as determined by Uber in its sole discretion."[13] The TSA further provided that Uber could deactivate a driver "immediately, without notice," if the driver "no longer qualifies, under applicable law or the standards and policies of Uber, to provide Transportation Services or to operate the Vehicle, or as otherwise set forth in this Agreement."[14]

81. As is the case with the PAA, the deactivation terms were central to the TSA and part of the benefit of the bargain.

82. The contracted-for ability to deactivate drivers without notice based on Uber's determination of whether a violation has occurred (including by being identified as having committed a serious safety incident) is critical to Uber's ability to maintain the standards that benefit all users of the platform, including drivers, and to live by its values, including to Stand for Safety. Uber's contractual terms are designed to protect against avoidable risks inherent when permitting drivers to remain on the platform and interface directly and privately with riders when there was a violation of Uber's standards and policies.

D. The PAA And Incorporated Policies And Standards Identify Bases For Deactivation.

83. The PAA identifies some types of conduct that would violate the Agreement, including:

- "You agree not to share or allow anyone to use your login credentials or other personal information used in connection with your account, including but not limited to photos of yourself, to access our Platform" (§ 2.4);
- "You will also be required to pass various background, driving record and other checks both prior to the first time you access our Platform and from time to time thereafter during the Term of this Agreement" (§ 2.5(b));

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[13] *Id*. § 2.4; *see also id*. 5 § 3.1 ("Uber reserves the right, at any time in Uber's sole discretion, to deactivate or otherwise restrict a Driver from accessing or using the Driver App or the Uber Services if Customer or such Driver fails to meet the requirements set forth in this Agreement or the Driver Addendum.").
[14] *Id*. § 12.2.

- "You agree that your vehicle will be in safe operating condition, consistent with safety and maintenance standards for a vehicle of its type" (§ 2.5(c))
- "Your device geo-location information is required for the proper functioning of our Platform, and you agree to not take any action to manipulate or falsify your device geo-location" (§ 2.10);
- "You will maintain automobile liability insurance on your vehicle that provides protection against bodily injury and property damage to third parties at coverage levels that satisfy the minimum requirements to operate a vehicle on public roads wherever you use your vehicle." (§ 3.1).

84. Other policies that the PAA incorporates by reference—such as the Community Guidelines and the policy on "Riding with Service Animals"[15]—also identify examples of specific behavior that could serve as the basis for deactivation.

85. The expressed purpose of the Community Guidelines is to articulate "behaviors or circumstances that may cause you to lose access" to the Uber platform. Uber makes clear that failing to comply with any of the requirements of the Community Guidelines "can constitute a material breach or violation of the terms of your agreement with Uber" and thus good cause for deactivation. Uber also makes clear that loss of access may be based on "reported violations," particularly "if the issues raised are serious or a repeat report."

86. The Community Guidelines state that Uber can exercise its discretion to deactivate a driver if it determines that any "actions threaten the safety of the Uber community, our employees, and contractors, or cause harm to Uber's brand, reputation, or business" or any "behavior involving discrimination, violence, sexual misconduct, harassment, fraud, or deceptive, illegal, or unsafe activity."

[15] *Service animal user guide*, Uber, https://www.uber.com/us/en/about/accessibility/service-animal-user-guide/ (last visited June 5, 2026).

87. The Community Guidelines lay out specific expectations of driver (and rider) behavior and consequences for failing to meet those expectations. For example, the Community Guidelines state:

- "[Y]ou are expected to exercise good judgment and behave decently toward other people when using the Uber Marketplace Platform—just as you would in any public place."
- "Discrimination based on race or any other characteristic protected by law will not be tolerated on the Uber Marketplace Platform and can result in loss of access to the apps."
- "We all value our personal space and privacy. It's OK to chat with other people while remaining respectful. But please don't comment on someone's appearance or ask whether they are single. Sexual assault and sexual misconduct of any kind is prohibited. Sexual assault and misconduct refers to sexual contact or behavior without explicit consent of the other person. Personal space and privacy should be respected."
- "Uber has a no-sex rule regardless of whether you know the person or they give you their consent."
- "Aggressive, confrontational, or harassing behavior is not allowed. Don't use language, make gestures, or take actions that could be disrespectful, discriminatory, threatening, or inappropriate."
- "Unwanted contact (where there is not mutual consent) can be seen as harassment and includes, for example, texting, calling, social media contact, visiting, or trying to visit someone in person after a trip or delivery has been completed."
- "Drivers are expected to maintain an environment that makes riders feel safe; even if driving practices don't violate the law, reports of dangerous driving can lead to the loss of access to part or all of the Uber Marketplace Platform."
- "Deception can weaken trust and also be dangerous. Intentionally falsifying information or assuming someone else's identity isn't allowed. It is important to provide honest and accurate information when reporting incidents, creating and accessing your Uber accounts, disputing or claiming charges or fees, and requesting credits."
- "Drivers, riders, delivery people, or merchants who don't meet the minimum average ratings for their city may lose access to all or part of the Uber Marketplace Platform."

88. Uber devotes multiple pages on its website to providing drivers with information about deactivations.

E. The Driver Privacy Policy That The PAA Incorporates Identifies How Uber Will And Will Not Use Driver Data.

89. The PAA also incorporates the Driver Privacy Notice, which addresses the wide range of personal data the drivers share with Uber when onboarding.

90. The Driver Privacy Notice details Uber's collection and use of data, including account information, background check information, and identity verification information. The Driver Privacy Notice also states that users or others providing information in connection with customer support issues, claims or disputes may provide the driver's name and evidence relating to accidents, conflicts, claims or disputes (which may include photos or recordings of the driver).

91. The Driver Privacy Notice does not provide that *other* drivers as a potential recipient of a driver's data. Uber does not currently share any data collected from individual drivers with some or all other drivers.

III. Deactivations Are Rare, And Predominantly Based On Safety Concerns.

92. Most account access issues are temporary (i.e. waitlistings) and relate to expired documents, lapsed insurance, or incomplete background checks. For example, Uber may waitlist a driver if the driver does not resubmit up-to-date documentation, such as a driver's license or vehicle registration and insurance.[16] Uber also may waitlist a driver for failing to upload photos of themselves for identity verification or uploading a photo that does not match the one displayed on the account profile. Safety is the reason for these waitlistings: drivers are strictly prohibited from sharing their driver account with anyone else, and a driver who cannot submit a matching photo in real time is highly indicative of a driver sharing their account with someone who may not satisfy Uber's background check requirements.[17]

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[16] *Uploading Your Documents*, Uber, https://www.uber.com/us/en/drive/requirements/documents/ (last visited June 5, 2026).
[17] *Identity Verification Checks*, *supra* note 7.

93. A large majority of the instances where a driver is not able to access the Uber platform are short lived and not driven by Uber. For example, a driver may also lose access temporarily if they do not resubmit an up-to-date driver's license, vehicle registration or insurance document, fails to submit an identity verification "selfie," refuses to download the latest version of the driver app or consent to an updated version of the PAA, or does not return a call from Uber during an investigation. In many cases of temporary loss of access, it is actually the driver who controls if and when they resolve the issue and resume access.

94. Waitlistings usually are resolved quickly, and often automatically because they are based on "steps drivers can take themselves, such as updating expired documents, renewing lapsed insurance, or completing required background checks."[18]

95. Many issues with platform access in New York City are attributable to the New York City Taxi & Limousine Commission ("***TLC***") and to comply with its "24-hour" list of drivers who are legally allowed to accept dispatches each day ("***TLC List***").[19] The TLC removes drivers from the TLC List on its own accord. Uber reviews the TLC List daily and, as it is required to do, suspends account access for drivers who do not appear on the TLC's list. If a driver reappears on the list, Uber will reinstate platform access. Compliance with the TLC daily list is a frequent source of drivers' loss of access to the Uber platform.

96. There are times when Uber may determine it is necessary to temporarily suspend access during a review of or investigation into reports of potential violations of the Agreement between Uber and drivers. The length and scope of an investigation varies depending on the type

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[18] *Putting Fairness in the Driver's Seat*, Uber (April 16, 2026), https://www.uber.com/us/en/blog/fairness-in-the-driver-seat/.

[19] Sep. 27, 2024 Committee Hearing Tr. (attached as Exhibit 6) at 156:2-157:19 (testimony of Uber's Josh Gold), available at https://legistar.council.nyc.gov/LegislationDetail.aspx?ID=6557685&GUID=B1AD10BE-3B1B-4782-8AE8-65B9C1E20563&; *see also TLC List of For Hire Vehicles (FHC) - Active Drivers*, NYC OpenData, available at https://data.cityofnewyork.us/Transportation/For-Hire-Vehicles-FHV-Active-Drivers/xjfq-wh2d/about_data (last visited June 5, 2026).

of incident and its severity, and may include time waiting for a driver to return a phone call from Uber's investigations team. Uber strives to complete investigations as quickly as possible, while also being thorough.

97. Uber makes the decision to waitlist drivers without notice when the company determines that maintaining access could jeopardize Uber's standards for safety and quality, or to prevent fraud.

98. Uber deactivates drivers to protect riders, drivers, and itself for reasons primarily that relate to safety, fraud prevention (including related to identity verification and documentation), legal compliance, and quality, which often overlap with each other. Deactivations are rare. Uber deactivates approximately 1% of driver accounts in New York each year and for a variety of reasons.

99. In 2025, safety was the reason for more than half of deactivation of drivers in New York City. Safety reasons for deactivation cover a wide range of specific types of conduct, including: person-to-person issues, such as personal altercations or sexual misconduct; dangerous driving, which may include reports of a crash or repeated reports of poor, unsafe, or distracted driving; serious traffic violations, including high speeding, captured by phone sensor data while using the Uber platform; or reports of having drugs and/or open containers of alcohol in the car or smells of alcohol or drugs.[20]

100. Fraud, including identity verification and document fraud, comprised the second-most prevalent reason for deactivations in the City in 2025. Together, safety and fraud made up more than 92% of deactivations in the City in 2025.

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[20] *Deactivations*, Uber, available at https://www.uber.com/us/en/drive/driver-app/deactivation-review/?city=washington-dc#overview (last accessed June 4, 2026).

101. Identity verification and documentation reasons for deactivation include sharing a single account, submitting fake or altered documents such as driver's license, and using one account to evade a restriction on another account. These reasons may implicate both fraud and safety concerns because they relate to Uber's efforts to verify the driver's identity to make sure that the person who underwent the background check is the person who is actually driving.

102. Other fraud reasons for deactivation include schemes to steal money from Uber or from riders, or both. For example, drivers may use software to manipulate the manner in which their phone or other device transmits GPS location data to the Uber Driver App. This may be done, for example, to make it look like they completed a trip that they did not do, drove farther than they really did, paid a toll they did not pay, or that they are in an area where "surge" pricing is in effect.

103. The remaining primary reasons for deactivations in the City in 2025—together comprising less than 8%—were divided into two categories:

- ***Compliance.*** Compliance reasons for deactivation include failed background checks, which are a central component of Uber's safety program. Reasons for a failed background check may include serious criminal convictions; serious pending criminal charges; multiple moving violations, non-moving violations, or accidents within the last three years; and any serious driving violation, such as driving while intoxicated.

- ***Quality/Accessibility.*** Quality reasons for deactivation include consistently below-minimum aggregate ratings, which often correlate with unprofessional conduct. Uber also deactivates accounts of drivers who discriminate, such as refusing or cancelling trips for riders because of their service animals, wheelchairs, or other assistive devices.

104. Rider reports play a role in some, but not all, deactivations. Uber may heavily depend on rider reports for deactivation decisions on certain grounds, such as those based on interpersonal conflict or sexual misconduct. Other deactivation decisions, such as those based on documentation failures like altered insurance forms or on background check failures, do not

involve rider reports. And some decisions, such as ones based on dangerous driving, depend on a hybrid of data, such as both on rider reports and on other information like telematics signals, such as acceleration and speed. Uber has a relationship with a vendor that analyzes telematics data to generate a safe driving score, which Uber calls the CMT Score. Uber takes the CMT Score into account before deactivating any driver for unsafe driving, even if initiated by multiple rider reports of unsafe driving.

105. When Uber does consider reports from riders, it may decide to permanently deactivate a driver's account based on a single report of particularly serious conduct, such as a single report of sexual assault, even if Uber is not able to corroborate the rider's report (for example, through video showing the assault). In such situations, and pursuant to its commitment to safety, Uber carefully and appropriately exercises its discretion (as provided in the PAA) to determine if deactivation is warranted.

106. For reports related to less serious conduct, Uber may consider time on the platform relative to the reports and the number of trips in decisions related to access. For example, a couple of reports of less serious conduct may lead to a different result for a driver who has completed tens of thousands of rides over the course of a number of years as compared to a driver who has completed only a few dozen rides over the course of a year.

107. Before any deactivation based on rider reports, Uber considers the reporting rider's history of reporting incidents. For example, Uber identifies riders whose reports reflect a pattern of lodging similar complaints against a variety of drivers for the sake of receiving refunds and appeasements. Similarly, Uber removes ratings from a driver's rating calculation where the rider has a proven pattern of consistently giving low ratings. Uber also will ban a *rider* account where there is evidence that the rider submitted a fraudulent report.

IV. Uber Fairly Communicates With Drivers About Deactivation Decisions, How To Submit Evidence, And The Path To Appeals.

108. Uber devotes multiple pages of its website to informing drivers about the deactivation process, in addition to the Community Guidelines. One page titled "Deactivations" focuses on "Understanding why drivers and delivery people can lose access to their accounts." "On this page, you'll find information about the most common reasons why drivers and delivery people may lose access to their accounts or specific earning opportunities, how to avoid it, and what to do if it happens to you."[21]

109. Whenever possible, Uber informs drivers when they are the subject of reports that could result in deactivation or are at risk of losing access to their account. For example, Uber notifies drivers when their ratings from riders, in the aggregate, are approaching the minimum aggregate rating requirement for the geographic location, and offers access to resources to help them improve their ratings. Uber also provides drivers with live in-app access to their CMT scores, so drivers can see their score and seek to improve it if it is close to an unsafe driving score.

110. For most types of reports outside of the most severe issues, Uber sends the driver a notice within 24 hours after Uber receives a report. The notice informs the driver that they have received a rider report, the date of the trip, and the general nature of the report, such as "Post-trip contact" or "concern with your braking and acceleration." The notice also may include information about how the driver can respond to the report, and about the circumstances under which similar reports could lead to losing access to Uber's platform.

111. Below is an example of the type of notice Uber sends to drivers when it receives a report about them:

[21] *Id.*

Title: A message from Uber

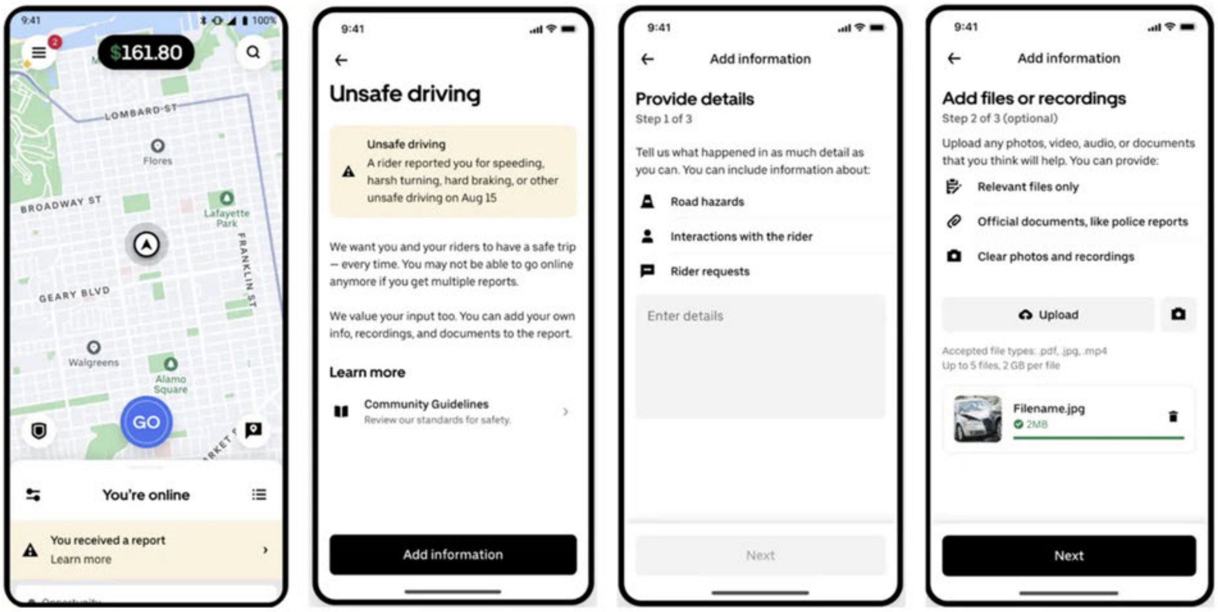
User Type: driver

Hi [redacted],We hope you are having a great day and on the safe side of the road.We're contacting you following some feedback we received about one of your trips on December 13th 2024. A rider gave feedback that an argument with you made them feel uncomfortable.We wanted to share this feedback with you and emphasize the importance of remaining respectful while using the Driver app, per our Community Guidelines. Multiple reports like this may result in losing access to the Uber apps.If you disagree with this feedback, you're welcome to share your own feedback by replying to this message. If you have a relevant recording, let us know and we can share a link that will let you upload your recording.You can record your trips with the Driver app. In some areas, we'll let your rider know that the trip is being recorded to help encourage respect and prevent false accusations. If you ever report a safety issue, you can choose to include a recording. Our Support team can only review recordings that you attach to a report. Go to this resource to learn more about your recording options and how to set it up.Thank you for your understanding.

112. In 2024, Uber launched an in-app feature called Report Hub, which covers most types of reports in the City. For covered report types, Report Hub provides an in-app notification (in addition to the emailed notification described above), which allows a driver to see that they have received a report from a rider and certain information about that report. It also provides the driver an opportunity to provide additional information, photographs, and media recordings, which may be relevant to the issue.[22]

113. Below is an example of the type of notice Uber makes available to drivers when it receives a report about them through the Report Hub, and how Uber proactively solicits evidence from the drivers, including by prompting drivers to submit any audio and video captured during the relevant trip using Record My Ride:

[22] *Fairness*, *supra* note 18 (providing screenshots of Report Hub interface).



114. Uber is careful about how much information to provide. In most situations, Uber believes the balance between safety and fairness favors providing the date and nature of the report to the driver, but not certain details.

115. Uber does not provide to the driver the reporting party's name, the pick-up or drop-off addresses, the time of the trip, any personally identifiable information (PII) of a reporting party, or the verbatim text of the rider's report (unless such information is required during a legal process) because doing so would pose a risk to rider safety. Even if the identity of the complaining rider is anonymized, providing the date and time or specific details increases the risk that a driver could identify the complaining rider. For the more serious issues, such as sexual assault, Uber limits the type of information it provides due to the heightened risk of retaliation.

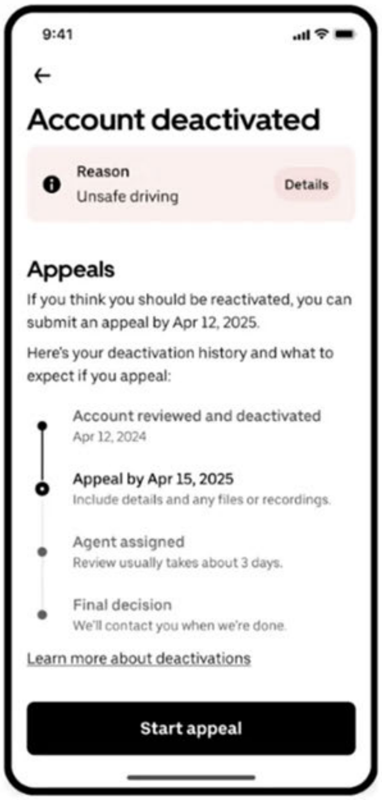
116. Uber relies on its ability to deactivate driver accounts without providing additional details so it does not jeopardize the safety of the riders who use its platform, and on its discretion to differentiate between different situations (for example, between a report of speeding and a report of sexual assault) in determining how much information to provide.

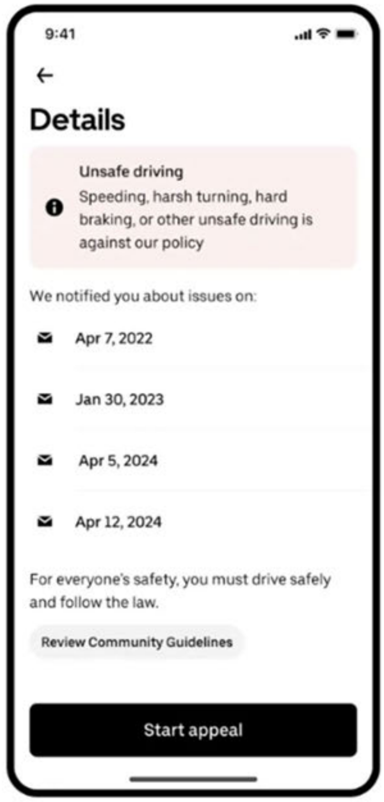
117. Uber also does not disclose details of its decision when it has deactivated a driver based on fraudulent activity because doing so would provide drivers with information they could exploit to evade Uber's fraud-detection mechanisms in the future. Uber is an attractive target for fraudsters, due to the scale of its platform, the amount of money exchanging hands over the platform, the ability to receive fraudulent proceeds quickly, and the challenge of distinguishing legitimate from fraudulent activity in real time. For these reasons, Uber has a robust and sophisticated team in place that is constantly trying to detect, identify, prevent, and reduce these kinds of economic frauds against Uber, riders, drivers, and the platform. Uber and the entities and individuals that are constantly seeking to cheat Uber's systems and avoid detection are engaged in a "cat-and-mouse" game. The fraudsters develop new schemes, while Uber develops new ways to catch them. It is critical to Uber's efforts that the fraudsters do not get information and intelligence they can use to better commit fraud while avoiding detection.

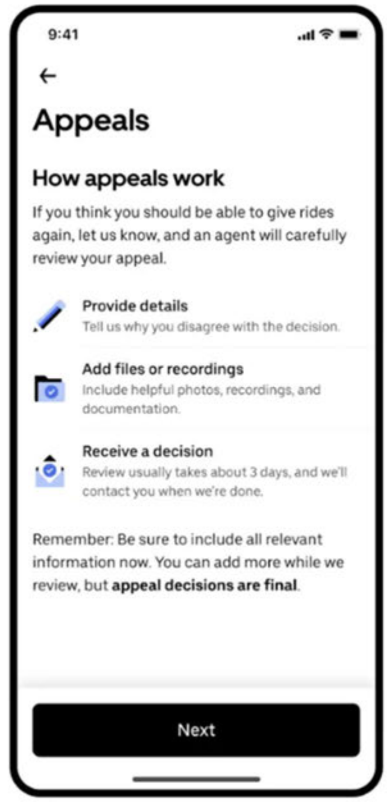
118. When Uber deactivates an account, drivers also receive an in-app message that includes: the reason for the deactivation; prior contact with Uber's support team when available; a Request Review button and an overview of the review process when available; and the ability to upload video, photos, or other documentation.

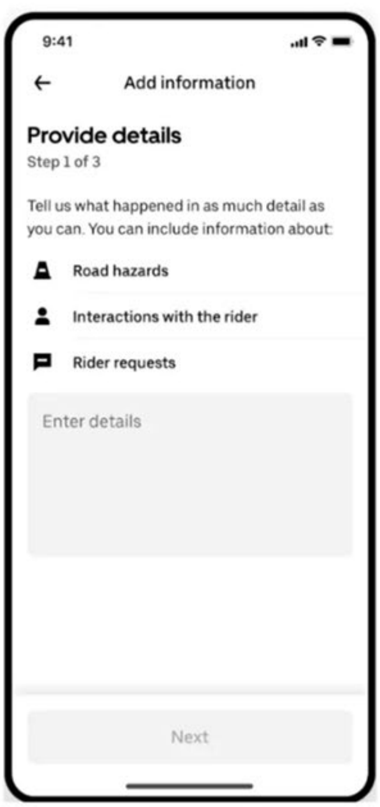
119. Uber provides in-app access to the Driver Review Center, which is an internal team of agents that review drivers' appeal of most deactivations and evidence drivers submit to support their case. Drivers have the ability to request a review of any decision that removes access for more than seven days. The in-app notification provides information about appeals.

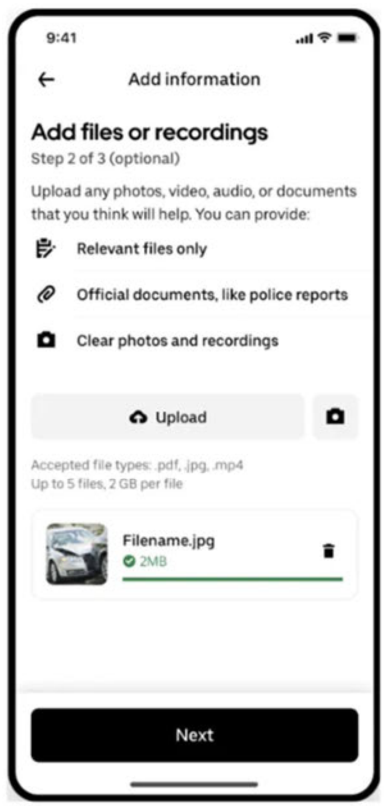
120. The in-app notification that deactivated drivers receive looks like this:

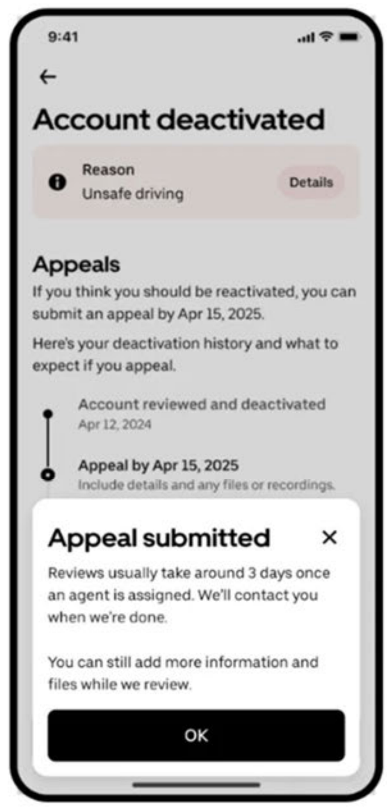

9:41
Account deactivated
Reason
Unsafe driving
Details
Appeals
If you think you should be reactivated, you can submit an appeal by Apr 12, 2025.
Here's your deactivation history and what to expect if you appeal:
Account reviewed and deactivated
Apr 12, 2024
Appeal by Apr 15, 2025
Include details and any files or recordings.
Agent assigned
Review usually takes about 3 days.
Final decision
We'll contact you when we're done.
Learn more about deactivations
Start appeal


9:41
Details
Unsafe driving
Speeding, harsh turning, hard braking, or other unsafe driving is against our policy
We notified you about issues on:
Apr 7, 2022
Jan 30, 2023
Apr 5, 2024
Apr 12, 2024
For everyone's safety, you must drive safely and follow the law.
Review Community Guidelines
Start appeal


9:41
Appeals
How appeals work
If you think you should be able to give rides again, let us know, and an agent will carefully review your appeal.
Provide details
Tell us why you disagree with the decision.
Add files or recordings
Include helpful photos, recordings, and documentation.
Receive a decision
Review usually takes about 3 days, and we'll contact you when we're done.
Remember: Be sure to include all relevant information now. You can add more while we review, but appeal decisions are final.
Next


9:41
Add information
Provide details
Step 1 of 3
Tell us what happened in as much detail as you can. You can include information about:
Road hazards
Interactions with the rider
Rider requests
Enter details
Next


9:41
Add information
Add files or recordings
Step 2 of 3 (optional)
Upload any photos, video, audio, or documents that you think will help. You can provide:
Relevant files only
Official documents, like police reports
Clear photos and recordings
Upload
Accepted file types: .pdf, .jpg, .mp4
Up to 5 files, 2 GB per file
Filename.jpg
2MB
Next


9:41
Account deactivated
Reason
Unsafe driving
Details
Appeals
If you think you should be reactivated, you can submit an appeal by Apr 15, 2025.
Here's your deactivation history and what to expect if you appeal.
Account reviewed and deactivated
Apr 12, 2024
Appeal by Apr 15, 2025
Include details and any files or recordings.
Appeal submitted
Reviews usually take around 3 days once an agent is assigned. We'll contact you when we're done.
You can still add more information and files while we review.
OK

121. Uber also sends deactivated drivers an email notifying them of the deactivation and providing a link to request a review by the Review Center. Below is an example of the notice a driver receives by email:

Title: A message from Uber

User Type: driver

Hi [redacted],We've received multiple reports from riders expressing concern with your driving. We previously notified you that repeated reports of this nature could lead to loss of account access. As a result, your account has been deactivated.Please note: Driving Insights gives drivers more insight into their driving behaviors, and information on how they can drive more safely. Driving Insights, however, is not the only consideration taken into account for deactivation and your score does not guarantee continued access to the platform.While we understand this news may be upsetting, compliance with our Community Guidelines is required to drive with Uber.If you think this deactivation was an error or can provide additional information (video, photo, or other documentation not previously submitted) that's relevant to your deactivation, you can request a review here. A member of our team will review your account and any information you provide with your review request. The review process usually takes 7 business days, but we sometimes need additional time. We'll send you an email letting you know the outcome of your review.If you're not requesting a review of your account status, please discard or return any Uber-branded decals or signage that you may have used for your vehicle as outlined in our Community Guidelines.Keep in mind, local and/or state laws in your area may prohibit the display of decals to impersonate a rideshare driver, and criminal penalties may apply.

122. If a driver is eligible and requests a review, a specialized team will review their deactivation and reconsider whether Uber correctly executed its policies, such as, for example, reviewing whether rider reports that were the basis of the deactivation actually report the conduct at issue and whether the rider had indications of submitting false reports.

123. The review process includes the right of drivers to submit information to support their case, including audio and video recordings. Uber generally aims to collect and assess relevant information from riders and drivers, as well as other sources such as GPS location data, when considering if permanent deactivation is appropriate. For instance, Uber will consider the driver's location data to determine whether it supports or refutes the allegations.[23]

124. Every appeal is evaluated by a real person—never by automated systems alone.

125. Drivers are aware of and utilize Uber's review process. In 2025, for example, more than 80% of deactivated drivers chose to appeal.

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[23] *Deactivations, supra* note 20 (explaining "Protection from false allegations" for couriers and opportunity for couriers to provide "information to support their case").

126. Since 2016, drivers in the City also have had access to an independent, union-negotiated appeals process through the Independent Drivers Guild ("***IDG***"), an affiliate of the Machinists Union that "represents over 300,000 for-hire vehicle drivers."[24]

127. The IDG provided a "worker-led and union-negotiated process for reinstating drivers after they have been deactivated" for a variety of reasons and that included the "right to be represented by trained advocates" from IDG ("***IDG Process***"). The fact-finder in the IDG Process was "a worker panel run by a third-party arbitrator from the American Arbitration Association."[25]

128. A report from the City's Committee on Transportation and Infrastructure ("***Committee***") found that IDG had "represented approximately 20,000 drivers in the City over the past five years" in connection with appeals of deactivations.[26]

129. In addition to the Review Center and IDG process, drivers in New York City have also filed various small claim proceedings, civil lawsuits, and arbitration demands against Uber challenging their deactivations.

V. Uber Enters Into Contracts With Riders And Commits to Safeguarding Their Personal Information and Privacy

130. Uber emphasizes to riders that their "trust is important" and that: "When you use Uber, you trust us with your personal data. We're committed to keeping that trust."[27]

131. Uber tells riders that their "comments are always anonymous" and that any details on "specific trip ratings are confidential and not provided."[28] Uber also assures riders that after

[24] *Deactivation Representation*, Independent Drivers' Guild, https://driversguild.org/deactivation/ (last visited June 5, 2026).
[25] September 27, 2024 Committee Testimony, IDG Letter (attached as Exhibit 7) at 1.
[26] IDG *Deactivation Representation*, *supra* note 24.
[27] *Uber Privacy Notice: Riders and Order Recipients*, Uber (March 26, 2026), https://www.uber.com/global/en/privacy-notice-riders-order-recipients/.
[28] *Understanding ratings*, *supra* note 10.

trips, their "privacy is protected by anonymizing phone numbers and addresses so riders and drivers can rate their experience and report any concerning feedback to Uber."

132. Uber publishes Privacy Principles, which are the foundation of Uber's privacy practices.[29] The Privacy Principles include using "reasonable and appropriate safeguards to prevent loss, and unauthorized use or disclosure, of personal data."[30]

133. Uber requires riders to agree to its Terms of Service to govern their use of the Uber platform.[31] The Terms of Service incorporate additional documents, including the Community Guidelines, and Uber's Privacy Notice to Riders, and User Generated Content Terms. User Generated Content ("***UGC***") relates to content that a rider submits to Uber, including in the form of "commentary, reviews, and feedback."[32]

134. The Rider Privacy Notice discloses the specific types of data that Uber collects, how it uses that data, what specific data is disclosed and to whom, and all the ways Uber may use UGC.[33]

135. The Rider Privacy Notice specifically addresses what rider data Uber will provide to drivers. It states that a driver only will receive a rider's first name, rider rating, pickup and/or dropoff locations, settings (including accessibility settings) and preferences:

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[29] *Uber's privacy principles*, Uber, https://www.uber.com/global/en/privacy/overview/ (last visited June 5, 2026).
[30] *Privacy*, Uber, https://www.uber.com/global/en/privacy/overview/ (last visited June 5, 2026).
[31] *U.S. Terms of Use*, Uber, https://www.uber.com/legal/en/document/?name=general-terms-of-use&country=united-states&lang=en.
[32] *Id.*
[33] *Privacy Notice: Riders*, *supra* note 27.

Uber may share data:

1. With other users

This may include sharing data with:

Recipient	Data shared
Your driver	• Account ◦ First name ◦ Rating • Pickup and/or dropoff locations • Settings (including accessibility settings) and preferences

136. Uber's disclosure about the rider data it provides to drivers does not include any reference to UGC, including the data it collects relating to rider complaints.

137. Uber provides riders with the ability to "View as Driver, which shows riders the information seen by their drivers so they can be confident that Uber is sharing only what is necessary to enable their ride."[34]

138. The rider information that Uber does share with a driver, including pickup and dropoff locations, is inherently sensitive, even when scrubbed of the personally identifying information such as name. Riders use Uber to obtain transportation from their homes, workplaces, schools, and medical facilities. Riders expect and Uber promises that rider name and pick up and drop off location is shared separate and apart from their ratings and reports for obvious safety reasons. Riders rely on that promise when sharing with Uber their experiences with drivers.

VI. The City Council Passed The Challenged Law To Stop "Unfair Deactivations" Based On Inaccurate Assumptions And Hypothetical Fear.

139. From the time Uber began to offer its platform in the City in 2012, the City's taxi-cab industry and members of the Council took great efforts to inhibit its ability to operate.

140. The NYTWA has been one of the primary organizing forces against Uber. The NYTWA spent years lobbying the Council to regulate Uber, touting victory when the Council

[34] *Living Up to Our Privacy Principles: Introducing Uber's Privacy Center*, Uber, https://www.uber.com/hu/en/newsroom/privacycenter/ (last visited June 5, 2026).

passed a series of regulations in 2018. NYTWA's executive directly celebrated the passage as the "dawning of a new day for a workforce of a hundred thousand men and women."

141. The anti-Uber rhetoric and sentiment has persisted over the years, and Uber has successfully challenged various prior efforts to stifle its business.[35]

142. For years, City taxi advocates, led by the NYTWA, lobbied loudly across the country about what they attacked as "Uber and Lyft's cruel deactivation policy hurts drivers who take on expenses out of pocket to work, only to be told that they have been fired with no just cause or way to appeal."[36] For "more than two years" NYTWA had "been working on legislation" to end "unfair deactivations without notice, cause, or appeal." Their concerns were not warranted nor accurate.

143. NYTWA summarized its "Demand to the City Council" on its website:

> "**The City Council must pass a "just cause" law.** This means that Uber - Lyft - Juno - Via would not be allowed to deactivate (another way to say you are fired) without a just cause. The law would allow deactivated drivers to file a complaint with the city who would investigate the deactivation case to see if it was for an unfair reason. If the company deactivated unfairly, then the driver is entitled to get their job back, with back pay!"[37]

144. This kind of process and protection extends far beyond anything available to employees all across New York City. The NYTWA's efforts culminated on February 28, 2024 when Council Member Shekar Krishnan introduced the bill that would become the Challenged

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[35] *E.g.*, "In win for Uber and Lyft, judge strikes down New York City's cruising cap," CNBC (Dec. 23, 2019), available at https://www.cnbc.com/2019/12/23/in-win-for-uber-judge-strikes-down-new-york-citys-cruising-cap.html; "Uber Doesn't Have to Raise New York City Drivers' Pay, Judge Rules," N.Y. TIMES (Jan. 6, 2023), https://www.nytimes.com/2023/01/06/nyregion/uber-lyft-driver-pay.html; "N.Y. Judge Halts Law That Would've Raised Minimum Wage For App-Based Delivery Drivers In NYC," FORBES (July 7, 2023), https://www.forbes.com/sites/willskipworth/2023/07/07/ny-judge-halts-law-that-wouldve-raised-minimum-wage-for-app-based-delivery-drivers-in-nyc/; "Judge Rules in Favor of Food Delivery Apps in NYC Data-Sharing Lawsuit," JUSTIA LEGAL NEWS (Sep. 25, 2024), https://news.justia.com/judge-rules-in-favor-of-food-delivery-apps-in-nyc-data-sharing-lawsuit/; "Uber and DoorDash Try to Halt N.Y.C. Law That Encourages Tipping," N.Y. TIMES (Dec. 16, 2025), https://www.nytimes.com/2025/12/16/nyregion/uber-doordash-nyc-tipping.html.

[36] *Deactivation*, NYTWA, https://www.nytwa.org/deactivation (quoting since-removed X post by user @nicoemoe).

[37] *Id*.

Law (the "***Bill***"), titled "A Local Law to amend the administrative code of the city of New York, in relation to the wrongful deactivation of high-volume for-hire vehicle drivers."[38]

145. Public reports credit NYTWA with "draft[ing]" and "inspiring" the Bill.[39]

146. When Mr. Krishnan discussed the Bill during a hearing on September 27, 2024 ("***September Hearing***"), he parroted the language and concepts that the NYTWA used in its demand of the Council. The Bill, and ultimately the Challenged Law, relied on the same concepts and language, sometimes verbatim and what NYTWA demanded the Council include.

147. At the September Hearing, Mr. Krishnan explained that the Bill's animating principle is to address what he labeled "unfair deactivations." He explained: when drivers "are unfairly deactivated, drivers can be forced into a company driven appeals process where the companies have the upper hand and make the final decision with no real meaningful process, with no notice in advance and no real reasons listed [or] public available standard for what constitutes a fair reason for deactivation."[40]

148. During the same September Hearing, Mr. Krishnan conceded that the Bill targeted Uber and Lyft, stating that it would protect "the livelihoods of Uber [and] Lyft drivers" from being "thrown into chaos when they are deactivated from Uber and Lyft with little to no advance warning."[41]

149. NYTWA's Executive Director spoke at the September Hearing, making clear that the goal of the bill was to create a presumption that the deactivation was unlawful, and require

[38] File # Int. 0276-2024, Legislative Research Center, https://legistar.council.nyc.gov/LegislationDetail.aspx?ID=6557685&GUID=B1AD10BE-3B1B-4782-8AE8-65B9C1E20563 (last visited June 4, 2026).
[39] *See* Amir Khafagy, "Taxicab Industry Uber-Backed Group Opposes Bill to Protect Drivers From Unfair Deactivations," DOCUMENTED (Sept. 30, 2025), https://documentedny.com/2025/09/30/uber-backed-group-opposes-bill-to-protect-drivers-from-unfair-deactivations/
[40] Ex. 6 at 22:8-14.
[41] Ex. 6 at 21:11-13.

Uber and Lyft to prove otherwise. She said: "We have a right to be presumed to be innocent even by corporations that have a sword hanging over our necks you know in the form of taking our jobs away."[42] The NYTWA acknowledged the existence of contracts between Uber and drivers when it noted in support of the Challenged Law that "driver contracts don't require any proof for driver deactivations."[43]

150. As it was considering the Bill, the Council did not focus on or even consider any data specifically about "unfair" deactivations (as opposed to deactivations generally) or define what "unfair" meant. The basis for the claim of "unfair" deactivations was anecdotes from a handful of drivers, assertions by the NYTWA, and two surveys of drivers prepared by lobbyist organizations. The bulk of the discussion focused on hypothetical fear and aspersions on the character of Uber and its executives, including the following statements:

- Shahana Hanif, Council Member for District 39: "No one should live in fear of being deactivated by a faceless algorithm. I'm proud to co-sponsor Intro 276 to protect workers from wrongful deactivation and give them the right to challenge unfair treatment."[44]

- Selvena N. Brooks-Powers, Council Majority Whip and Chair of Committee on Transportation and Infrastructure: "For-hire vehicle drivers keep New York City moving, yet too many are one app notification away from losing their livelihoods with no explanation and no recourse."[45]

- Harvey Epstein, Council Member for District 2: "Hardworking ride-share drivers are at the mercy of billionaire tech companies who can deactivate their accounts on a whim."[46]

- Executive Director of the New York Taxi Workers Alliance, speaking in support of the bill: "I think if you asked every single Uber and Lyft driver in the City of New York, I would even say across this globe, they would tell

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[42] Ex. 6 at 53:21-54:2.
[43] September 27, 2024 Committee Testimony, NYTWA Letter (attached as Exhibit 8) at 1.
[44] NYTWA Press Release, "Council Member Krishnan and NYTWA Celebrate Passage of Most Comprehensive Just Cause Protection Law in The Nation for App-Based Drivers" (Dec. 19, 2025), https://myemail.constantcontact.com/RELEASE--Krishnan---NYTWA-Celebrate-Passage-Just-Cause-Law-for-NYC-Uber---Lyft-Drivers.html?soid=1101912670699&aid=nRSQxpStqIo.
[45] *Id.*
[46] *Id.*

you even if they've never been deactivated, every single driver works with fear and anxiety over the threa[t] of an unfair deactivation."[47]

- Shekar Krishnan, Council Member and main sponsor of the Challenged Law: "[T]he current system allows Uber and Lyft to upend drivers' lives in exchange for their own profits. . . Today, we are setting an important national precedent for drivers, giving labor more power and holding megacorporations accountable."[48]

- Shekar Krishnan, Council Member and main sponsor of the Challenged Law: "No longer can Uber and Lyft hold the fear of unfair firings over the heads of almost 100,000 drivers in New York City."[49]

151. The same hypothetical fear and anti-Uber sentiment was apparent in the remarks of 23 drivers who Uber or Lyft had deactivated and who spoke during the September Hearing. Most of the deactivated drivers knew why they had been deactivated, even describing the precise complaint that led to the deactivation, including for example: confrontation with a passenger; safety concerns; substance use; low ratings; issues with their required account information and documentation; and the refusal to permit a rider's service dog. The testimony of these drivers indicated that Uber or Lyft deactivated them for legitimate, and sometimes legally-required, reasons and a couple of them admitted to violating the Agreement. Other drivers described the very processes the Council claimed did not exist: advance notifications from Uber, and reactivation based on Uber's consideration of the driver's evidence. Deactivated drivers lodged grievances generally of having been "unfairly deactivated" did not provide the reason for their deactivation or any specificity about why it was "unfair," focusing solely on hardship or hypothetical scenarios.

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[47] Ex. 6 at. 51: 24-52:5.

[48] December 18, 2025 Committee Hearing Tr. (attached as Exhibit 9) at 6:2-15, available at https://legistar.council.nyc.gov/LegislationDetail.aspx?ID=6557685&GUID=B1AD10BE-3B1B-4782-8AE8-65B9C1E20563&.

[49] Press Release, New York City Council, NYC Council Votes to Override Vetoes from Former Mayor Adams of Legislation to Strengthen Worker Protections and Increase Housing Affordability (Jan. 29, 2026), https://council.nyc.gov/press/2026/01/29/3066/.

152. Uber's Senior Director of Public Policy testified during the September Hearing about Uber's deactivation and appeals processes. He explained that Uber deactivates "as a last resort" in order to provide "a safe and reliable experience" for "everyone who uses Uber," and that is careful not to consider "false allegations" in making a deactivation decision.[50] Mr. Gold explained that drivers "can always dispute a deactivation and provide additional information" in Uber's Review Center, as well as being "able to appeal through a process set up with the IDG and overseen by AAA."[51]

153. In contrast to other speakers, he focused on the underlying reasons for deactivation and provided detailed statistics, reflecting that only approximately "one percent" of drivers had faced "permanent deactivation" that year, "largely due to fraudulent activity and safety incidents." He explained that the majority of deactivations were temporary (waitlistings), largely "due to expired documents" or "TLC regulations," and resolved quickly.[52]

154. After the September Hearing, the Council tabled the Bill until December 2025.

155. Not one Council Member substantively engaged with how to balance protecting rider safety during the September Hearing (or at any point during the legislative process).

156. Pro-Bill witnesses from the NYTWA and similar groups referenced safety only to lament drivers being "unfairly" deactivated for safety reasons. In a September 30, 2024, letter, NYTWA downplayed "safety" as "a concept that the companies define so broadly as to cover many allegations related to driving or customer interactions."[53]

157. The primary sponsor of the Bill on the Council echoed the deprioritization of safety, favoring instead a presumption that deactivations are unfair. Mr. Krishnan repeatedly stated

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[50] Ex. 6 at 145:9–150:3.
[51] *Id*. at 146:3-5, 146:24-147:1.
[52] *Id*. at 146:5-23.
[53] Ex. 8 at 2.

publicly that drivers should be "innocent until proven guilty" and that the "basic principle of proceed with due process is the prosecutor's office, the agency, government, whatever it is, has to make out the case to say you're innocent until we can show beyond a reasonable doubt or whatever it may be that you're guilty right? . . . why wouldn't that same framework be applied here for a process that of course impacts a driver's livelihood?"[54] He emphasized that the Bill would mean "companies will bear the burden of proving that their actions were justified," and would be penalized by having to pay "back pay for the time that [the driver was] not allowed to work" if the company could not overcome the burden of proof.[55] These statements reflect a complete disregard for safety, and would mean, for example, that a driver accused of rape would be permitted to drive single female passengers at night unless and until Uber could prove the crimes "beyond a reasonable doubt," the highest legal standard of proof available, and reserved to convict a defendant in a criminal trial.[56] And unlike prosecutors in a criminal trial, Uber is a private technology company that does not have access to any of the law enforcement tools on which the government relies to meet its high burden of proof.

158. In the days and weeks after the September Hearing, Uber and various third party advocacy groups voiced concern with the Bill, including about its disregard for rider and public safety. In a written submission dated September 30, 2024, Uber proposed a number of changes to achieve the Bill's goal to "provide drivers with additional protections" while addressing safety and pragmatic concerns:[57]

- Suggesting the Council explicitly define "egregious conduct" to include "conduct that endangers the physical safety of others, intentionally causes economic harm, or is physically or verbally threatening, harassing, or

[54] Ex. 6 at 173:21-174:3; 174:8-175:9.
[55] *Id*. at 23:17-24.
[56] *Id*. at 174:2-175:9.
[57] September 27, 2024 Committee Testimony, Uber Letter (attached as Exhibit 10) at 1–2.

abusive," and language that allows for "discretionary decision making outside of the defined categories;"

- Noting that allowing "drivers who have violated Uber's Platform Access Agreement or Community Guidelines to remain on the platform during a notice period may jeopardize the safety of other users;"
- Proposing limiting any pre-deactivation advance notice period to "no more than 3 days;"
- Requesting the removal of the retroactive provision because that drivers have had access to a pre-existing appeal process through the Driver Review Center, as well as to the IDG's additional appeal process since 2016;
- Explaining that TLC would be better suited to implement new protections rather than assigning oversight "to an agency without any experience dealing with the nuances of the industry."

159. Uber sent additional letters to Council Members explaining several of the practical and legal infirmities of the bill.[58]

160. Community groups also voiced concerns. In an editorial, the National Federation of the Blind of New York and the National Association of Guide Dog Users urged the Council to reconsider the Challenged Law: "Fair deactivation processes are achievable without sacrificing passenger protections."[59] By "significantly restrict[ing] rideshare companies' ability to deactivate bad and unsafe drivers accused of serious misconduct," the law would "inadvertently shield drivers who violate civil rights laws or endanger vulnerable passengers." In the writer's and other advocates' view, "such drivers must face immediate deactivation, so consequences fall on the violator, not the victim." As he put it, the Council was "wrong" to "prioritize driver job security over passenger protections." The Justice Without Exclusion Coalition (which includes RAINN

[58] Letter from J. Gold (Uber) (Dec. 15, 2025) (attached as Exhibit 11); Letter from K. Dunn on behalf of Uber (Dec. 17, 2025) (attached as Exhibit 12).
[59] Albert Elia, "NYC rideshare deactivation bill hurts the blind," NY DAILY NEWS (Oct. 2, 2025), https://www.nydailynews.com/2025/10/02/nyc-rideshare-deactivation-bill-hurts-the-blind/.

and 26 other members), SafeHorizon, and the NO MORE Foundation also voiced serious concerns about rider safety and urged the Council not to pass the Bill as written.

161. The IDG, which oversaw the IDG Process, spoke out against the bill. The IDG pointed out that drivers already had "a fair, proven way" to challenge deactivations through IDG's own "union-won grievance process."[60] According to IDG, the Challenged Law risked replacing the proven pro-driver IDG Process with "a weak, city-run process" that would offer drivers "fewer protections" than the existing processes.[61] The IDG also criticized delegating the appeals process to the Department, an agency that "can't handle the volume" as evidenced by the Department having "handled just 29 fast-food cases last year."[62]

162. The Council proposed amendments to the Bill in December 2025.

163. Although the Council purported to address the safety concerns of Uber and others, the amendments themselves highlighted the Council's lack of concern for rider safety considerations.

164. A December 18, 2025 report ("***December 18 Report***")[63] published by the Committee acknowledged that "organizations representing various vulnerable passenger populations" had contacted Committee staff with concerns about the bill, and in particular about what would constitute "egregious misconduct" such that the driver "could be immediately deactivated pursuant to the bill."[64] As reflected in the December 18 Report, the Committee

[60] "Why IDG Is Working To Fix NYC's Int 276 - A Deactivation Bill," IDG (Oct. 23, 2025), https://driversguild.org/why-idg-is-working-to-fix-nycs-int-276-a-deactivation-bill/.
[61] "NYC Ride-Share Drivers Push Back Against Proposed City Council Bill," IDG (Sep. 30, 2024), https://driversguild.org/nyc-ride-share-drivers-push-back-against-proposed-city-council-bill/.
[62] IDG *Deactivation Representation*, *supra* note 24.
[63] Dec. 18, 2025 *Committee Report of the Infrastructure Division*, Comm. on Transportation and Infrastructure (attached as Exhibit 3) at 12, available at https://legistar.council.nyc.gov/LegislationDetail.aspx?ID=6557685&GUID=B1AD10BE-3B1B-4782-8AE8-65B9C1E20563&.
[64] *Id*. at 12.

explained that it had rejected a definition of "egregious misconduct" that would make clear it included all "conduct that endangers others" because that would be "over-inclusive:"[65]

> "The umbrella definition of 'conduct that poses an imminent danger to other persons' was chosen over Uber's suggestion of conduct that endangers others because Uber's preferred definition would be over-inclusive and could include behavior such as the failure to properly signal a turn that, although it arguably endangers others, does not rise to the level of wrongdoing contemplated by the term "egregious misconduct."[66]

165. In other words, "endangering others," including violating the law, may be fine. The Committee also explained that it had rejected "allowing the [companies'] reasonable belief of misconduct to qualify as just cause" because that would allow the companies "to keep a driver deactivated even in the face of a [Department] determination to the contrary."[67]

166. Similarly, the Committee minimized concerns about providing a driver with rider complaints, including the date and location of an alleged incident that could lead a driver directly to the rider. The December 18 Report simply asserted that "it may be required that the driver be provided information about the specific allegation giving rise to their deactivation (including when and where the driver allegedly engaged in the misconduct)."[68]

167. The December 18 Report confirmed that the focus when considering the Challenged Law remained on the possibility of unfair deactivations, including based on "false complaints": "FHV drivers could lose their livelihood based upon a false complaint, motivated by either a passenger's financial incentive or racial animus."[69] The December 18 Report does not mention any other type of complaint.[70] Nowhere in the legislative history did the Council grapple

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[65] *Id*. at 13.
[66] *Id*. at 12-13.
[67] *Id*. at 15.
[68] *Id*. at 14–15.
[69] *Id*. at 10.
[70] *Id*. at 15-16.

with the fact that rider complaints simply are irrelevant to a large proportion of deactivations, meaning that the Challenge Law risks jeopardizing rider safety even when doing so would serve no purpose.

168. The December 18 Report confirmed the Council's one-sided approach to drafting the Bill was rooted on twin presumptions that deactivations are unfair and drivers are right. In support of the Bill's assumption that unfair deactivations are a problem, the only purported objective evidence that the Council relied on were surveys located in two publications: "Fired by An App: The Toll of Secret Algorithms and Unchecked Discrimination on California Rideshare Drivers" and "Deactivated Without Cause: The Data Behind Unjust Firings of Drivers."[71] Driver lobbying organizations were involved in designing both surveys: the former by the Rideshare Drivers United ("***RDU***"), a "driver-led organization of 20,000 app-based drivers in California"; and the latter by the NYTWA, which "was responsible for the design, administration, and collection of the survey data." Both surveys are based on input from a few hundred current or former Uber and Lyft drivers. Neither survey claims to be statistically significant or based on any accepted principles of survey design, and each focuses predominantly on the "toll" of deactivation on the driver. They both contain material and significant inaccuracies and falsehoods.

169. The RDU survey "surveyed 810 current and former Uber and Lyft drivers in California" in 2022 based on their experience any time in the four years prior (i.e. back to 2018), who were members of the RDU, and 66% of whom had been "deactivated at some point by Lyft, Uber, or both." The survey qualifies up front that it only "describes the trends and themes in the data provided by this specific group of drivers," who "may be more likely to be inclined to participate in a survey" about deactivation than other drivers. At best, the RDU report summarizes

[71] *Id*. at 8-10.

and draws conclusions from the anecdotes of fewer than 1,000 self-selected RDU members who drove for Uber or Lyft in California at some point between 2018 and 2022. It is unclear what the surveyed drivers mean by "deactivated" and they could be referencing something like being waitlisted because they did not update an expired driver license.

170. The NYTWA survey surveyed only "341 deactivated Uber and Lyft drivers" and focused on the "devastating" "human toll of deactivation." Based on input from these 341 drivers, the NYTWA claims to have exposed "the deeply troubling reality of unjust deactivations-a harmful practice that strips hardworking people of their livelihoods without notice, evidence, or any real chance to defend themselves." This is all false. The NYTWA alone was responsible for all parts of the survey and the resulting report confirms its purpose as a way to lobby the Council to pass what would become the Challenge Law. The NYTWA survey concludes: "To end these injustices, policymakers should enact and enforce just cause protections for New York City's 84,000 active rideshare drivers to ensure that no driver is deactivated without legitimate reason, transparency, or due process." The NYTWA asserts, based on responses of 341 drivers, "that Uber and Lyft's deactivation practices are not isolated incidents but part of a broader, systemic pattern of injustice that strips hardworking people of their livelihoods by way of digital firings-terminations by a platform with no human involvement or explanation for a major life event for a worker. The absence of notice, explanation, or appeal rights related to deactivations violates basic principles of fairness and workers' dignity." This also is all false.

171. The Committee's citations to both reports focused on the "hardship as a result of" deactivation rather than the underlying reasons for deactivation, as well as rider misconduct reported by drivers and what drivers reported they were told about rider complaints.[72] The

[72] *Id*. at 8–9.

December 18 Report reflected no questions or caveats from the Committee about the surveys' methodology, no concerns about the reports being pieces of advocacy, and no countervailing statistics presented by neutral or industry sources. It likewise did not appear to consider whether surveys of drivers with dramatically above-average deactivation rates might be unrepresentative of the views of drivers generally, let alone of the reality of deactivation outside of self-reported anecdotes.

172. In sum, the only purported empirical data that the Council considered to justify claiming there was a real problem with "unfair deactivations" in the City amounted to one years-old survey performed by a pro-driver lobby of 810 drivers who were not located in the City and another one of less than 350 drivers designed, administered, and collected by the largest taxi lobby in the City who has dedicated its existence to fighting against Uber. This is not sufficient to meet the burden the City bears under the Constitution.

173. In response to the proposed amendments, IDG again expressed concerns about replacing a proven process with a government one without proper knowledge or resources. Although one of the centerpieces of the Bill was the availability of a "fair process," IDG's president noted that the amendments added that the Department would take drivers' cases "only if [the Department] has resources," effectively "taking that right away" from drivers even as the law purported to give it to them.[73] At the same time, the amendment added an "informal resolution process." To the extent this was designed to provide room for IDG, it imposed such onerous deadlines as to render IDG's process impossible. IDG's concerns have already been born out: the

[73] Samantha Liebman, "Council overrides veto of bill meant to protect rideshare drivers," SPECTRUM NEWS NY 1 (Jan. 29, 2026), https://ny1.com/nyc/all-boroughs/traffic_and_transit/2026/01/30/council-advances-bill-meant-to-protect-rideshare-drivers; *see also* Ex. 1 at 2 ("upon receiving a complaint alleging a violation of any provision . . . the department shall, ***if resources permit***, investigate the complaint") (emphasis added).

timelines imposed by the Challenged Law do not permit IDG's union-negotiated appeal process. The result is that drivers who are members of the IDG will no longer benefit from the IDG Process.

174. The Council dismissed criticisms about the Bill replacing the proven IDG Process by claiming the pro-driver success of the IDG proves the unfairness of most deactivations. The conclusion ignores that the IDG Process dealt with non-safety-related deactivations and relies on a false expectation that there would be the same high rate of reinstatements for deactivations based on serious safety-related misconduct. The Committee's back-of-hand to the IDG Process overlooks the obvious conclusion that the IDG Process demonstrated a pro-driver appeals process already in place that provided a fair process whereby Uber neither is judge nor jury.

175. The legislative history shows no sign that the City seriously contended with Uber's existing processes for deactivation appeals, and none of the Council's reports so much as mention Uber's existing features to protect drivers from false reports or unfair ratings.

176. The New York City Mayor's Office of Management and Budget estimated that the bill would require the Department to establish a new compliance division of 170 staff, to review an assumed 2,000 cases per year.[74]

177. Up until and through the final vote, the Council ignored reality in favor of an imaginary problem constructed by a powerful taxi lobby. Before the final vote in mid-December 2025, Mr. Krishnan proclaimed that Uber and Lyft currently could deactivate drivers "at any time, for any reason, and with no notice, cause or appeal process."[75] This is false.

178. On December 18, 2025, the Council passed the amended version of the Bill.[76]

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[74] Dec. 15, 2025 Fiscal Statement of the New York City Mayor's Office of Management and Budget (attached as Exhibit 13), available at https://legistar.council.nyc.gov/LegislationDetail.aspx?ID=6557685&GUID=B1AD10BE-3B1B-4782-8AE8-65B9C1E20563&.

[75] Stark-Miller, Ethan, "City Council approves 'unfair deactivations' safeguards for rideshare drivers, delivery workers," AMNY (Dec. 18, 2025), https://www.amny.com/news/city-council-unfair-deactivations-rideshare-delivery-workers/.

[76] Legislative Research Center, *supra* note 38.

179. Not a single Council Member mentioned safety in connection with the Bill as they voted for its passage.[77]

180. On December 31, 2025, Mayor Eric Adams vetoed the Bill, noting that it would "second-guess business decisions regarding independent contracts," "create regulatory confusion," and come "with a high cost."[78]

181. On January 29, 2026, the Council voted to override the veto and enact the Bill into law.[79]

182. The Challenged Law is slated to take effect on July 28, 2026.

VII. The Challenged Law Interferes With Uber's Contracts, Free Speech, And Free Association.

183. The Challenged Law amends chapter 12 of title 20 of the administrative code of the City by adding a subchapter titled "WRONGFUL DEACTIVATION OF HIGH VOLUME FOR-HIRE VEHICLE DRIVERS" ("high volume for-hire vehicles" also referred to as "HVFHS"), as well as revising certain existing provisions of chapter 12 to include HVFHS drivers.[80]

184. Section 12-1281 includes various definitions, including as relevant here:

- **Deactivation**: "(i) an indefinite or permanent discharge, termination, or layoff of a high-volume for-hire vehicle driver; or (ii) a revocation or restriction of a high-volume for-hire vehicle driver's authorization to accept trips on a driver platform that is either continuously in effect for at least 72

[77] Ex. 9.

[78] *Veto Message*, Mayor Eric Adams (Dec. 31, 2025) (attached as Exhibit 14), available at https://legistar.council.nyc.gov/LegislationDetail.aspx?ID=6557685&GUID=B1AD10BE-3B1B-4782-8AE8-65B9C1E20563&.

[79] Legislative Research Center, *supra* note 38.

[80] The Challenged Law incorporates the definition of "high-volume for-hire service" from New York Administrative Code § 19-501: "an individual, partnership, limited liability company, business corporation, sole proprietorship or any combination of one or more individuals, partnerships, limited liability companies, business corporations or sole proprietorships operating under, or in affiliation with, one brand or trade name or a common brand, trade, business or operating name, that offers, facilitates or otherwise connects passengers to for-hire vehicles by prearrangement, including through one or more licensed black car bases, luxury limousine bases or livery base stations, as these terms are defined in section 51-03 of title 35 of the rules of the city of New York, utilizing software that allows a passenger or prospective passenger to arrange for transportation using a passenger-facing booking tool, including a smartphone or other electronic device, and that dispatches, or facilitates the dispatching of, 10,000 or more trips in the city in one day. Any and all bases using a common brand, trade, business or operating name will be considered together for purposes of determining whether they satisfy the definition of high-volume for-hire service."

hours or consists of multiple periods of revocation or restriction that total at least 168 hours within a 1-year period."

- **Egregious misconduct**: "(i) conduct that poses an imminent danger to other persons, including but not limited to violence, threats to engage in violence, sexual harassment, or sexual assault or (ii) discrimination in violation of federal, state, or local law."

- **Just cause**: "the high-volume for-hire vehicle driver engaged in egregious misconduct, failed to satisfactorily perform their job duties, or engaged in any other misconduct that is demonstrably and materially harmful to the high-volume for-hire vehicle service's legitimate business interests."

- **Prior deactivation**: "a deactivation that occurred during the 7 years prior to the effective date of the local law that added this subchapter."

- **Progressive discipline**: "a disciplinary system that provides for a graduated range of reasonable disciplinary measures, including but not limited to warnings and further training requirements, in response to a high-volume for-hire vehicle driver's 11 misconduct or failure to satisfactorily perform job duties for a high-volume for-hire vehicle service, with the type of disciplinary measure varying based on the frequency and degree of such misconduct or failure."

185. The Challenged Law creates two processes for drivers to challenge what it calls a "wrongful deactivation." It authorizes a driver to file a complaint with the Department, and also creates a private right of action to enforce the Challenged Law in any court of competent jurisdiction–a recipe for further delay given the backlogs in the New York state court system.[81] Accordingly, not only will Uber be facing proceedings in multiple jurisdictions, multiple fora, and in front of multiple fact finders, but drivers will also face a confusing maze of options with seemingly built-in delays.

186. The Challenged Law requires a "fact finder" to consider seven factors when determining if "just cause" supported a deactivation. The Challenged Law empowers any fact

[81] Chris Bragg, "Why New York Judges Are Fighting a Major Plan to Fix Court Backlogs," N.Y.S. FOCUS (May 30, 2025), https://nysfocus.com/2025/05/30/uncap-justice-act-new-york-court-backlog (New York courts "buckle under hundreds of thousands of unresolved cases[.]")

finder to consider any other factor they want, but gives no guidance on how to balance or weigh the factors.

187. The Challenged Law establishes that if an HFVHS violates any part of §§ 20-1282 or 20-1283 (described below), including technicalities, the Department "shall order reinstatement or restoration of access" and in the case of 20-1282, "backpay" to the driver.[82]

A. Section 20-1282 Of The Challenged Law Limits The Permissible Bases For Deactivation, Imposes A 14-Day Notice Requirement, And Mandates Uber Convey Specific Messages.

188. Section 20-1282 is titled "Prohibition on wrongful deactivation" and includes five subsections that details various prohibitions and requirements.

i. Deactivation Prohibitions (§ 20-1282(a)-(c))

189. The Deactivation Prohibitions establish that an HVFHS "shall not deactivate" a driver outside of the 30-day probationary period "except for" three reasons:

1) "just cause;"
2) "a bona fide economic reason, as described in section 20-1284;"[83] or
3) "where federal, state, or local law or rule requires" deactivation.

190. Only three types of driver behavior would satisfy the "just cause" standard of the Deactivation Prohibitions based on the way the Challenged Law defines "just cause:"

1) egregious conduct, *i.e.* behavior that "poses an imminent danger to other persons" or is discriminatory as a matter of law;
2) a failure to "perform their job duties;"
3) or "misconduct that is demonstrably and materially harmful" to the HVFHS.

[82] Sections 20-1208, 20-1289(c).
[83] Section 20-1284 of the Challenged Law defines a "bona fide economic reason" to mean: "(i) a proportionate reduction in volume of sales or profit within the fiscal quarter prior to the issuance of a notice of layoff required by subdivision d of section 20-1282; or (ii) a high-volume for-hire vehicle service discontinuing its driving services in the city."

191. Section 20-1282 specifies that an HVFHS cannot demonstrate "just cause" for non-egregious conduct unless it has relied on a written form of progressive discipline.[84]

192. Section 20-1282 identifies seven subjective factors that a "fact-finder shall consider" when determining whether there was "just cause" to deactivate a driver, including that: the "policy, rule or practice that forms the basis for such deactivation" was "reasonable and applied consistently" and "reasonably related to safe and efficient" operations of the HVFHS; and the deactivation was the result of a "fair and objective investigation" and is a "reasonable response" to the conduct and "accounts for any mitigating circumstances." The Challenged Law gives no guidance on how to balance or weigh the factors, nor what other factors should be considered.

193. The Deactivation Prohibitions substitute the City's judgment for Uber's own business judgment about how to govern access to its platform. Uber and drivers made the decision to enter into a contractual relationship, which affords Uber the contractual ability to remove drivers for what the PAA defines as a Material Breach Or Violation and as determined to have occurred at Uber's discretion. The Deactivation Prohibitions prohibit Uber from exercising this discretion and, instead, force Uber to grant certain drivers access to its platform even if Uber determined they have engaged in conduct that violates their bargained-for contractual agreements, including Uber's standards and policies, and even if the conduct could pose a serious safety risk to future passengers.

194. Section 20-1282 also bars Uber from relying on an instance of "progressive discipline issued more than 1 year before such deactivation" in demonstrating to a fact-finder that a deactivation was for "just cause."[85] Uber's contracts with drivers include no such prohibition;

[84] Section 20-1282(b)(2).
[85] Section 20-1282(c)(1).

Uber may consider incidents from any time. The Challenged Law thus interferes with Uber's contractual rights by limiting the incidents which it may consider as well.

195. The vagueness of the Challenged Law deprives Uber of clarity about the extent of the Deactivation Prohibitions' interference with Uber's ability to enforce its own Agreement.

196. The Challenged Law's contemplation that a variety of different fact finders would be responsible for determining if Uber complied with the Deactivation Prohibitions injects uncertainty and further erodes Uber's ability and discretion to enforce its own agreements. With every challenge potentially going to a different judge or Department staffer, Uber will face a variety of interpretations of the Challenged Law's various standards, the consideration of various factors, and likely will face inconsistent judgments as applied to different drivers.

ii. The 14-Day Notice Provision (§ 20-1282(d))

197. The 14-Day Notice Provision states that an HVFHS "shall provide" drivers "with notice of an impending deactivation 14 days in advance of the impending deactivation" except in two specific instances. *First*, the 14-Day Notice Provision does not apply when there is a bona fide economic reason for the deactivation provided that the HVFHS provides 120-day advance notice of layoff in a "form and manner designated" by the Department. *Second*, the 14-Day Notice Provision "is not required where a deactivation is for egregious misconduct, account sharing,[86] or if there is a pattern of repeated fraudulent behavior." (together, the "***Notice Exemptions***").

198. The 14-Day Notice Provision rewrites key provisions of Uber's existing contracts with drivers. It replaces the bargained-for provision that Uber may deactivate without notice, with the City's own provision requiring 14 days of notice.

[86] Section 20-1281 defines "account sharing" to mean "permitting another person to use" the driver's "driver's license, technology system login credentials, or driver platform login credentials" while performing services on the platform.

199. The 14-Day Notice Provision will require Uber to grant platform access to certain drivers for a two-week period even though the Agreement expressly permits their deactivation without Notice. For example, the Agreement provides Uber with the contractual right to remove access to drivers who have engaged in *any* fraudulent activity. The 14-Day Notice Provision removes the ability to deactivate a driver who has engaged in a single fraudulent act by requiring advanced notice unless there is "a *pattern* of *repeated* fraudulent behavior." In other words, the 14-Day Notice Provision requires Uber to continue to grant access to a driver who has defrauded Uber to the detriment of its business, and potentially the safety of riders, if such activity is not part of a "*pattern* of *repeated* fraudulent behavior," which means the driver can continue to defraud Uber for an additional two weeks, all with full knowledge of an impending deactivation and thus motivation to maximize the fraud. Such a standard ignores that a single instance of fraudulent behavior violates a driver's Agreement with Uber and can cause significant damage alone or in the aggregate, and is inexcusable, and can present safety concerns.[87]

200. The Notice Exemptions do not include the Challenged Law's other good-cause bases for deactivation: failure to perform job duties or "misconduct that is demonstrably and materially harmful" to Uber. The impact of that omission is that Uber must keep drivers on their platform even if there is "just cause" to deactivate them, including because a driver has violated their Agreement with Uber in a way that does not rise to the level of what the City may consider "egregious misconduct."

[87] *See* Press Release, Department of Justice, Two Individuals Charged in Multi-Million Dollar Scheme to Defraud Rideshare Customers, Drivers and Others (Aug. 28, 2024), https://www.justice.gov/usao-edny/pr/two-individuals-charged-multi-million-dollar-scheme-defraud-rideshare-customers; Matt Troutman, "'Screwber' scheme reaped whopping $40M in bogus surge fares for hundreds of shady Uber drivers: feds," N.Y. POST (Aug. 28, 2024), https://nypost.com/2024/08/28/us-news/screwber-scheme-reaped-40m-in-bogus-surge-fares-for-hundreds-of-shady-uber-drivers-feds-say/.

201. Requiring Uber to retain a driver on its platform for 14 days after it has determined that the driver's misconduct warrants deactivation, and has provided notice of that decision to the driver as required by the Challenged Law, severely jeopardizes Uber's ability to maintain its quality and safety standards, and exposes passengers and the general public to risks from drivers whom Uber would remove from its platform if not for the Challenged Law. Drivers who have been notified of their impending deactivation have fewer incentives to follow the rules and law, and pose an increased risk to riders and the public.

202. Forcing Uber to open access to its private property even though just cause exists to revoke access is unprecedented. No other state currently imposes any such requirement on an HVFHS.

iii. The 14-Day Notice Provision's Required Message (§ 20-1282(d))

203. In addition to requiring 14-days notice, the 14-Day Notice Provision specifies the 14-Day Required Message that Uber must convey by requiring that such "advance notice shall state all the precise and detailed reasons for and the effective date of such deactivation."

204. Uber does not currently and has not structured its contracts so that it is required to disclose "all the precise and detailed reasons" for a deactivation. Uber does not disclose all of the reasons. *First*, doing so could jeopardize the safety and privacy for riders, including as articulated in Uber's contractual agreements with rights. *Second*, it may reveal Uber's proprietary and confidential methods for identifying and eliminating fraud.

205. The language of the 14-Day Required Message does not explain what is sufficient to make a notice "precise" or "detailed." The Committee itself pointed to the ambiguity of the standard, noting in the December 18 Report that the Challenged Law "***may***" require providing a

driver with "information about the specific allegation giving rise to their deactivation."[88] The unfairness of this potentially shifting goalpost is underscored by the fact that Uber's compliance will be judged by any number of fact-finders, who may each have their own interpretation.

iv. The Five-Day Required Message (§ 20-1282(e))

206. Section 20-1282(e) states that five days after deactivating a driver for "egregious conduct, account sharing, or if there is a repeated pattern of repeated fraudulent activity"— i.e. the second exemption to the 14-Day Notice Provision—an HVFHS "shall provide, in a form and manner designated by the department, a notice of deactivation" to the driver "which contains a written explanation of all the precise and detailed reasons for such deactivation and the effective date of such deactivations" (the Five-Day Required Message).

207. Uber would not otherwise provide deactivated drivers with "a written explanation of all of the precise and detailed reasons" for the deactivation, and nor would it do so within five days in all instances.

208. Like the 14-Day Required Message, the Five-Day Required Message does not provide Uber with clarity about what would satisfy the "precise and detailed" standard.

209. Uber also would not, and has not, obligated itself to provide "all of the precise and detailed reasons" for a deactivation, let alone within five days of the deactivation. The Five-Day Required Message would leave Uber with only five days to prepare a complying written explanation (likely to include multiple levels of review), and then deliver it to drivers in a yet-to-be disclosed but mandated "form and manner." If Uber could not meet that imposed five-day deadline, it would face an untenable decision: expose itself to liability under the Challenged Law for failing to comply with the Five-Day Required Message or avoid liability by permitting a driver,

[88] Ex. 3 at 15.

who even the City Council admits deserves to be deactivated without notice and who may have been accused of a serious crime such as rape or kidnapping, to remain on the platform until Uber could ensure compliance. And if Uber is found to have violated the Five-Day Required Message, such as by sending the notice on the sixth day or lacking sufficient "detail," the Challenge Law would require Uber to reinstate the driver even if he or she engaged in or was alleged to have engaged in egregious conduct, account sharing, or a repeated pattern of repeated fraudulent activity.

210. The Five-Day Required Message poses severe and unjustifiable consequences for Uber, riders, and the public.

B. Section 20-1283 Requires Uber To Reinstate Drivers For Prior Deactivations Going Back Seven Years.

211. Section 20-1283 applies to "prior deactivations."

i. The Retroactive Provision (§ 20-1283(a)-(b))

212. The Retroactive Provision provides drivers who an HVFHS has deactivated in the past seven years to "petition" for reinstatement any time within a one-year period following the Challenged Law's effective date.[89] For each "petition," Uber has 30 days to reinstate or restore access to the petitioning driver unless it determines that its deactivation decision would comply with the Deactivation Prohibitions.

213. If Uber does not reinstate the driver, the driver may seek reinstatement through an "informal resolution process,"[90] private civil action[91] or an administrative claim filed with the Department.[92]

[89] Section 20-1283(a); Section 20-1281 (defining "prior deactivations").
[90] Section 20-1287.
[91] Section 20-1211(c).
[92] Section 20-1208(c)(1).

214. Put concretely, once the Challenged Law takes effect on July 28, 2026, every one of the more than 12,000 New York City drivers deactivated since July 28, 2019, may petition Uber for reinstatement within the year. Even if only a fraction of those drivers submit a petition, Uber will be forced to expend enormous resources individually re-investigating and responding to thousands of deactivations, each of which took place when Uber had no inkling that it had to retain the relevant documents and information, and then in seven years it might be required to justify the deactivation with evidence that it satisfied a "just cause" standard, including the seven factors that must be considered and any other factors the "fact-finder" elects to consider, all of which did not exist at the time of the deactivation.

215. This Retroactive Provision exemplifies the Challenged Law's effect of forcing the reactivation of drivers regardless of the underlying offense due to mere technical violations. In the event that Uber failed to retain a piece of evidence from a years-old deactivation, and therefore cannot provide documentation of egregious misconduct to the satisfaction of the Department or fact finder, including for serious crimes like sexual assault, the Challenged Law requires the Department to order Uber to reactivate a driver, no matter the legitimate reasons for the deactivation.

216. By potentially requiring Uber to reactivate drivers based solely on paperwork issues when Uber had previously determined those drivers posed real safety or quality risks, the Challenged Law not only would force Uber to degrade its quality standards and violate its core value of standing for safety, it also may put riders and the general public in danger.

217. The City provided no explanation for why any period of retroactivity was needed, much less a rationale for the choice of seven years. Nor did it attempt to explain how the retroactive imposition of the new "just cause" standard would accommodate the practical changes

that have taken place during that long span. For example, the period stretches back before the onset of COVID-19, but the City has not considered whether refusal to mask constitutes "just cause" for deactivation under its modern standard.

218. The Challenged Law's retroactive provision effectively rewrites key provisions of Uber's prior contracts with drivers going back seven years. It replaces the bargained-for deactivation provisions in Uber's contracts with drivers with its own deactivation standard, long after deactivation decisions were made in reliance on the then-operative contracts.

219. Uber had no reason to foresee that a law might one day retroactively alter its contracted-for discretion of deactivations with a lookback period of seven years.

ii. The Retroactive Required Message (§ 20-1283(c))

220. The Retroactive Required Message states that if a HVFHS does not reinstate or restore access to a driver who has filed a petition pursuant to the Retroactive Protection, it "shall provide a written explanation, in form and manner designated by the department," to the petitioning driver "of all the precise and detailed reasons for such prior deactivation."

221. Uber did not and was not contractually obligated to disclose "all of the precise and detailed reasons" why it deactivated any drivers during the past seven years either at the time of or in any of the years since the deactivation.

222. Like the 14-Day and Five-Day Required Messages, the Retroactive Required Message does not sufficiently explain the "precise and detailed standard."

223. If the Department of a fact finder does not find the Retroactive Required Message sufficient, the Challenged Law purports to require them to force Uber to reinstate that deactivated driver, even if there was just cause for the deactivation, including for heinous crimes.

C. Section 20-1286 Compels Uber To Prepare And Provide Reports To Deactivated Drivers.

224. "Upon the issuance" of the Five-Day Required Notice or the Retroactive Required Message, the Compelled Reports Provision requires Uber to provide the deactivated driver "with information and data relevant" to the deactivation. The Compelled Reports Provision specifies without limitation what information Uber must provide:

1) "Driving performance data specific to such high-volume for-hire vehicle driver" ("***Performance Reports***");

2) "All customer comments, ratings, and complaints received regarding the high-volume for hire vehicle driver" ("***Rider Information***"); and

3) "Anonymized and aggregated reports, covering the 12 months prior to such high-volume for hire vehicle driver's deactivation, regarding discipline, including deactivation, imposed by such high-volume for-hire vehicle service on any other high-volume for-hire vehicle drivers who engaged in the same or similar misconduct or failure to satisfactorily perform job duties forming a basis for the deactivation of the high-volume for-hire vehicle driver subject to such notice." ("***Comparative Reports***").[93]

(collectively, "***Compelled Reports***").

225. The Compelled Reports Provision requires Uber to remove personally identifiable information about riders.[94]

226. The Compelled Reports Provision requires Uber to allow drivers deactivated in the past 6 years to have access to "all information and data" about themselves that they would have had access to while on the platform.[95]

227. Uber does not currently provide any of the Compelled Reports to drivers and would not choose to do so. Each of the three sets of data contains confidential and/or sensitive

[93] Section 20-1286.
[94] Section 20-1286(b).
[95] Section 20-1286(c).

information that Uber would not otherwise disclose to or permit active or deactivated drivers to receive.

228. Uber does not disclose all Rider Information, and does not disclose to riders that it will do so. The Compelled Reports Provision concedes that such data contains sensitive data about riders but fails to consider that a deactivated driver who has access to this information may be able to identify the complaining riders and/or their location of pickup or dropoff, which could include their home or place of work.

229. On top of the information providing a deactivated driver with a roadmap to the complaining rider, the Challenged Law's Required Message would arm deactivated drivers with "precise and detailed" notice of the reasons for the deactivation, which the City has indicated "may" require providing "information about the specific allegation giving rise to their deactivation (including when and where the driver allegedly engaged in the misconduct)."[96] Such information would lead the alleged perpetrator straight back to his accuser.

230. Forcing Uber to turn over all Rider Information will chill riders' reporting of their experiences, especially if the rider feels unsafe with the driver. Uber's business model, including its emphasis on safety, quality, and honesty, depends on providing riders and drivers with a safe way to communicate their feedback. Mutual feedback has been a core pillar of Uber's platform for many years.

231. The Comparative Reports requirement forces Uber to disclose information about other drivers to deactivated drivers.

232. Fulfilling the Comparative Reports requirement to prepare and disclose a comparative discipline report requires Uber to take a position on what other misconduct is "the

[96] Ex. 3 at 15.

same or similar" to that of the driver in question. This is not feasible where drivers may be deactivated based on a combination of multiple different types of activity.

233. The Compelled Reports Provision compels Uber to speak in ways that could reveal its own proprietary information, including confidential processes. For example, if Uber deactivated the driver for fraudulent activity, disclosing Uber may be forced to turn over data that could reveal Uber's closely-guarded techniques for detecting fraud, and in effect, would give drivers who engage in fraud a roadmap to circumventing the system.

234. The Compelled Reports Provision is burdensome on Uber's operations. Uber must devote significant resources to compiling the Compelled Reports and creating the Comparative Reports immediately upon deciding to deactivate a driver for egregious misconduct. The rigid timelines provide Uber with just five days to do so. Uber must provide the same data "to the extent that such information is available" within the 30-day window provided for the Retroactive Required Message, notwithstanding that Uber must also conduct its investigation into a years-old deactivation in that same window as well as digging up this now-old data. Complying with these deadlines will require multiple full-time employees to constantly collect, review, sort, assemble, and review data. And the process will never end–it will continue in perpetuity since deactivations are a necessary aspect of maintaining the safety and standards of Uber's platform.

235. The Compelled Reports Provision's full application is unclear because it does not apply to the 14-Day Required Notice by its plain text. The Challenged Law makes this omission despite numerous comments in the legislative history detailing the data to be provided in conjunction with that notice. If Uber interprets the provision to apply to the 14-Day Notice, it will be penalized for every day it takes to compile the Compelled Reports: the Compelled Reports is to be provided "[u]pon the issuance of" the relevant notice, so the 14-day clock cannot start running

until Uber has delivered that data. If Uber believes the plain text, however, it may be penalized if the City takes the stance that the Compelled Reports Provision does apply to the 14-Day Notice.

236. If Uber is unable to fully comply with the Compelled Reports Provision's timeline, the result would be detrimental to Uber, riders, and the public. It appears that making compliance impossible may be the goal. In fact, for many types of deactivation (for example, for one based on the submission of an altered and fraudulent insurance document), the information that Uber must convey has no relevance whatsoever to the deactivation and would not be relevant in any challenge.

D. Section 20-1285 Creates An Unbalanced Adjudicatory Process That Censors Uber's Ability To Defend Itself.

237. The Burden of Proof Provision places the burden of proof on an HVFHS to prove just cause and bona fide economic reasons, as if Uber is a prosecutor in a criminal matter. In a typical breach of contract matter, the party alleging breach, which would in this case be the driver, would bear the burden of proof and persuasion.

238. The Burden of Proof Provision bars a fact-finder who is considering whether the HVFHS had "just cause" from considering "any reasons" for deactivation that was "not included in the notice of deactivation" provided in the Five-Day or Retroactive Required Messages.[97]

239. On the other hand, the Burden of Proof Provision permits a deactivated driver to submit any evidence even if it was "not provided to the HVFHS" at the time it was considering whether there was just cause for deactivation.[98] This means Uber could be subjected to monetary

[97] Confusingly, portions of the Burden of Proof Provision do not apply to all the Challenged Law's required notices. By its plain language, Uber is not barred from presenting evidence that it did not provide to a driver if the relevant notice was pursuant to the 14-Day Notice Provision. This inexplicable omission forces Uber to guess whether it will in fact be subjected to different evidentiary standards based on the relevant notice provision, and if not disclosing certain sensitive details in reliance on the plain language of the provision may nonetheless expose it to liability.
[98] Section 20-1285.

liability based on information and evidence that it was not provided when it made the decision for which it is being held liable.

240. The Burden of Proof Provision rewrites the PAA, which reflects a bargained-for agreement in which the driver has the right to terminate without cause and provides Uber with the discretion to determine if a driver committed a Material Breach. The Burden of Proof Provision destroys virtually all discretion by constructing a one-sided procedure that holds Uber to a nearly impossible burden.

241. The Burden of Proof Provision puts more than a heavy thumb on the scale for the driver, it places heavy weights that prevent Uber from balancing driver access with rider safety and its own brand standards. For example, faced with a serious situation such as a sexual assault, the Burden of Proof Provision seeks to force Uber to prioritize driver access by privileging the driver's side of the imperfect evidence rather than allowing Uber to exercise its discretion in the face of a report of serious, alarming incidents.

242. The Burden of Proof Provision seeks to set up a sham proceeding by failing to construct procedures that will permit a fact finder from considering all evidence relevant to the actual question: whether Uber had "just cause" to deactivate a driver. Uber will not be able to defend itself by presenting all the evidence it actually considered when making the decision (including confidential and sensitive information, and including information that law enforcement directed Uber not to convey), and must instead limit itself to only what it disclosed to the deactivated driver. But for the reasons discussed above, Uber does not disclose all of the evidentiary bases for a deactivation decision as a matter of course in order to protect the security and privacy of the business and riders, and to avoid revealing to fraudsters Uber's fraud detection capabilities. The Burden of Proof Provision deprives Uber of the ability to defend the decision it

actually made based on the just cause standard and replaces it with an inquiry into whether the notice to a driver sufficiently disclosed all of the supporting evidence.

243. While barring Uber from submitting all relevant evidence to defend itself, the Burden of Proof Provision permits the deactivated driver to defend itself with evidence it never submitted, and therefore that Uber could not have relied on and benefited from in deciding not to deactivate the driver in the first place, and that could not have formed a basis for whether Uber had just cause to deactivate a driver. Permitting drivers to submit any evidence they choose coupled with Uber's inability to counter those submissions with contrary evidence, unless Uber provided them in tandem with the disciplinary proceeding, impedes rather than promotes a fact-finding adjudication. Uber can then be subjected to financial liability based on the skewed adjudication.

244. The consequence of such a one-sided process is to create a *fait accomplis* such that every adjudication begins with a presumption that Uber unfairly deactivated the driver and then hamstringing its ability to rebut the presumption.

245. The presumption in favor of the driver, even in cases of egregious misconduct or fraud, will force Uber to platform drivers whom Uber actually did have just cause to deactivate, solely because it did not contemporaneously disclose all the evidence supporting the decision.

246. For instance, if a rider provides a detailed and sensitive report of sexual assault or physical harassment, the Burden of Proof Provision's paradigm requires Uber to disclose the report to the driver even if contrary to the rider's safety or privacy interests. If Uber refuses to do so because it instead lives up to its values, Uber is foreclosed from presenting the fact finder with the report, while the deactivated driver is free to submit any evidence he chooses. Such a one sided "he-said" version of events does not provide any probative value into the operative question of

whether Uber had just cause to deactivate the driver. And if a fact-finder determines there to be a lack of just cause solely because Uber did not disclose all of the evidence at the time of deactivation, Uber would be required to match the driver with riders even if there was evidence that he sexually assaulted a rider in the past. Similar problems exist in the case of fraud, where Uber would have to choose between revealing fraud detection methods or giving platform access to those who defraud it and riders.

247. The Burden of Proof Provision is essentially an alternative way to coerce Uber to providing the Rider Data at the time of deactivation and poses all of the same problems as the Compelled Disclosure Provision creates. If Uber does not provide the Rider Data in tandem with deactivation, it will be unable to rely on any of its contents even if it more than substantiates just cause.

CAUSE OF ACTION I.A: CONTRACTS CLAUSE (RETROACTIVE PROVISIONS)

(Declaratory Relief, Injunctive Relief, and Damages for Violation of the Contracts Clause of the United States Constitution (42 U.S.C. § 1983) as to Retroactive Provisions)

248. Uber realleges and incorporates herein by reference all paragraphs above.

249. The Retroactive Provision (§ 20-1283(a)-(b)), Retroactive Required Message (§ 20-1283(c)), and Compelled Reports Provision (§ 20-1286) violate the Contracts Clause of the U.S. Constitution by effectively rewriting the central deactivation provision of Uber's contracts with drivers over the past seven years. U.S. Const., art. I, § 10, cl. 1.

250. The Contracts Clause prohibits state and local governments from "pass[ing] any . . . Law impairing the Obligation of Contracts." U.S. Const., art. I, § 10, cl. 1. The Contracts Clause limits the power of a state or local government "to abridge existing contractual relationships, even in the exercise of its otherwise legitimate police power." *Allied Structural Steel Co. v. Spannaus*,

438 U.S. 234, 242 (1978). That is because "[c]ontracts enable individuals to order their personal and business affairs according to their particular needs and interests. Once arranged, those rights and obligations are binding under the law, and the parties are entitled to rely on them." *Id*. at 245.

251. Uber's contracts with drivers since 2019, and well before, included a PAA Deactivation Provision affording Uber discretion to deactivate drivers' accounts immediately if the driver engaged in "activity that is deceptive, fraudulent, unsafe, illegal, harmful to our brand, business or reputation, or that violates this Agreement," as "determine[d]" by Uber "in [its] discretion." The PAA Deactivation Provision is and was central to Uber's contracts with drivers and constitutes a key means of protecting Uber and passengers from potential driver misconduct, degrade Uber's standards, and subject Uber to legal liability. Both parties reasonably relied on the PAA Deactivation Provision as part of the parties' contractual bargain.

252. The Retroactive Provision substantially impairs Uber's contracts over the last seven years by replacing the PAA Deactivation Provision's standard for deactivation with the City's own constricted "just cause" standard, which— to avoid mandatory reactivation— must be proven by Uber to a fact-finder by a preponderance of the evidence. Even more, it requires Uber to revisit deactivations already carried out pursuant to contracts over the prior seven years to apply these new standards and documentary and procedural requirements, wiping out Uber's benefit of the bargain over those years. A Committee of the City Council stated at one point that Uber's "reasonable belief" that a driver has engaged in misconduct or violated a condition of their agreement with Uber alone is insufficient to justify deactivation under its standard; both were valid reasons to deactivate a driver under Uber's contracts for the last seven years.

253. The Retroactive Required Message substantially impairs Uber's contracts over the last seven years by rewriting the PAA Deactivation Provision, which does not require Uber to

provide any explanation of its reasons for deactivation, instead requiring that Uber revisit deactivations that already happened under that provision and provide the driver an "explanation" of "all the precise and detailed reasons" for that long-ago deactivation.

254. The Compelled Reports Provision substantially impairs Uber's contracts over the last seven years by rewriting the same PAA Deactivation Provision to require disclosure of even more information that Uber was not required to disclose (or retain) at the time the deactivation happened.

255. This interference upsets the reasonable expectations Uber had when it entered into these contracts, and when it exercised its rights under the contracts over the past seven years to deactivate drivers to protect its platform's safety and standards according to the contractual provisions operative between Uber and each driver at the time of deactivation. Uber reasonably expected that these settled plans or arrangements would remain settled. When Uber entered into its contracts with drivers, there was no indication that the City would compel Uber to apply a different standard and procedure for deactivation of drivers, and Uber would have structured its contracts with drivers differently had it known. Given the harsh remedial provisions, Uber has no way to safeguard its rights; any violation of the Retroactive Provision or Retroactive Required Message leads to mandatory reinstatement of the driver.

256. These provisions do not advance any significant or legitimate public purpose. The Challenged Law does not respond to any economic emergency, further public health or safety, or otherwise remedy an important general social or economic problem. Nor is there any pressing need for the Challenge Law because Uber already operates pursuant to an articulated and agreed-upon contractual standard for deactivating drivers. The Challenged Law is intended to favor one narrow subset of the population—high-volume for-hire drivers who were deactivated—rather than

benefiting the public at large. In fact, the public at large would likely be harmed if Uber is forced to reactivate drivers who were previously deactivated, for example for matters like dangerous driving on public roads.

257. These provisions' interference with Uber's contracts with drivers over the previous seven years is not an appropriate, reasonable, or necessary way to advance any legitimate public purpose. It is not reasonable to interfere with deactivations that took place as much as seven years in the past and according to the standards, processes and factors to which the parties freely agreed in their contracts, particularly when that interference is for the hypothetical benefit of a narrow class of drivers and would come at the expense not only of Uber but of riders and the public welfare. That unreasonableness is underscored by the lack of any rationale behind the selection of seven years as the period of retroactivity.

CAUSE OF ACTION I.B: CONTRACTS CLAUSE (DEACTIVATION PROHIBITION AND 14-DAY NOTICE REQUIREMENT)

(Declaratory Relief, Injunctive Relief, and Damages for Violation of the Contracts Clause of the United States Constitution (42 U.S.C. § 1983))

258. Uber realleges and incorporates herein by reference all paragraphs above.

259. The Deactivation Prohibitions (§ 20-1282(a)-(c)) and 14-Day Notice Provision (§ 20-1282(d)) violate the Contracts Clause of the U.S. Constitution by effectively rewriting the central deactivation provision of Uber's existing contracts with drivers to impose new substantive and procedural requirements. U.S. Const., art. I, § 10, cl. 1.

260. Uber's existing contracts with drivers include a PAA Deactivation Provision affording Uber the contractual right to deactivate drivers' accounts immediately without notice if the driver engaged in "activity that is deceptive, fraudulent, unsafe, illegal, harmful to our brand, business or reputation, or that violates this Agreement (including the policies incorporated herein

by reference)," as Uber "determine[s] in [its] discretion." The PAA Deactivation Provision is central to Uber's contracts with drivers and constitutes a key means of protecting Uber and passengers from potential driver misconduct that could endanger passengers or degrade Uber's standards. Both parties reasonably relied on the PAA Deactivation Provision as part of the parties' contractual bargain.

261. The Deactivation Prohibitions substantially impair Uber's existing contracts by replacing the PAA Deactivation Provision's standard for deactivation with the City's own constricted "just cause" standard, which–to avoid mandatory reactivation–must be proven by Uber to a fact-finder by a preponderance of the evidence. The December 18 Report states the view that Uber's "reasonable belief" that a driver has engaged in misconduct or violated a condition of their agreement with Uber alone may be insufficient to justify deactivation under its standard[99]—but both are valid reasons to deactivate a driver under the plain language of the existing contractual relationships between Uber and drivers.

262. The 14-Day Notice Provision substantially impairs Uber's existing contracts by reversing the PAA Deactivation Provision's clear instruction that Uber may deactivate a driver "without notice," requiring instead that Uber provide the driver with 14 days of advance notice before deactivation, unless Uber can prove its deactivation meets the stricter egregious misconduct standard.

263. This interference upsets the reasonable expectations Uber had when it entered into these contracts. When Uber entered into its contracts with drivers, there was no indication that the City would compel Uber to apply a different standard and procedure for deactivation of drivers, and Uber would have structured its contracts with drivers differently had it known. Given the

[99] Ex. 3 at 15.

harsh remedial provisions, Uber has no way to safeguard its rights; any violation of the Deactivation Prohibitions or 14-Day Notice Provision leads to mandatory reinstatement of the driver.

264. These provisions do not advance any significant or legitimate public purpose. The Challenged Law does not respond to any economic emergency, further public health or safety, or otherwise remedy an important general social or economic problem. Instead, the Challenged Law is intended to favor one narrow subset of the population—high-volume for-hire drivers who face deactivation—rather than benefiting the public at large or even the majority of drivers. In fact, the riders on Uber's platform and the public at large would likely be harmed if Uber is forced to reactivate drivers who were previously deactivated for real misconduct, or to keep providing platform access to drivers for 14 days where Uber would otherwise deactivate them immediately.

265. These provisions' interference with Uber's existing contracts with drivers is not an appropriate, reasonable, or necessary way to advance any legitimate public purpose. It is not reasonable to permanently restrain Uber's contractually-agreed discretion to deactivate drivers as needed, let alone to compel Uber to retain drivers on its platform for two weeks after determining that they should be deactivated, even where the City agrees deactivation is justified, and for conduct that endangers people. The unreasonableness of the interference is particularly stark when that interference is for the hypothetical benefit of a narrow class of drivers and would come at the expense not only of Uber but of the public welfare, and when the prescribed remedial processes would likely do more to cause delay and confusion than to assist the drivers the Challenged Law purports to help.

CAUSE OF ACTION I.C: CONTRACTS CLAUSE (DISCLOSURES)

(Declaratory Relief, Injunctive Relief, and Damages for Violation of the Contracts Clause of the United States Constitution (42 U.S.C. § 1983) as to Disclosures)

266. Uber realleges and incorporates herein by reference all paragraphs above.

267. The Required Messages (§§ 20-1282(d), 20-1282(e), and 20-1283(c)), Burden of Proof Provision (§ 20-1285), and Compelled Reports Provision (§20-1286) violate the Contracts Clause of the U.S. Constitution by effectively rewriting the central deactivation provision of Uber's existing contracts with drivers to require Uber to make disclosures found nowhere in the existing contracts. U.S. Const., art. I, § 10, cl. 1.

268. Uber's existing contracts with drivers include a PAA Deactivation Provision affording Uber discretion to deactivate drivers' accounts without notice based on Uber's "determin[ation] in [its] discretion" of whether the driver engaged in "activity that is deceptive, fraudulent, unsafe, illegal, harmful to our brand, business or reputation, or that violates this Agreement (including the policies incorporated herein by reference)." Nowhere does the PAA Deactivation Provision or any other provision of that contract require Uber to provide any explanation for deactivation decisions. The PAA Deactivation Provision is central to Uber's contracts with drivers and constitutes a key means of protecting Uber and passengers from potential driver misconduct that could endanger passengers or degrade Uber's standards. Both parties reasonably relied on the PAA Deactivation Provision as part of the parties' contractual bargain.

269. The Required Messages substantially impair Uber's existing contracts by imposing disclosure requirements that are nowhere to be found in those contracts or the incorporated privacy notices. Uber's reasonable expectation upon entering these contracts that it would not be forced

to disclose sensitive information such as rider complaints when deactivating a driver is turned on its head by the Required Messages' requirements to provide a "precise and detailed" explanation of "all the reasons" for the deactivation.

270. The Burden of Proof Provision substantially impairs Uber's existing contracts by imposing one-sided evidentiary rules that coerce Uber to make disclosures that are not required by its contracts, lest it be barred from using that evidence in a subsequent fact-finding proceeding.

271. The Compelled Reports Provision substantially impairs Uber's existing contracts by requiring Uber to provide Performance Reports, Rider Information, and Comparative Reports in contradiction of Uber's reasonable expectation upon entering these contracts that it would not be forced to disclose sensitive information about both riders and other drivers when deactivating a driver. Further, the Compelled Reports Provision mandates disclosure of forms of information to recipients not even contemplated by the privacy notices incorporated in the PAA.

272. This interference upsets the reasonable expectations Uber had when it entered into these contracts. When Uber entered into its contracts with drivers, there was no indication that the City would compel Uber to provide disclosures in connection with deactivation of drivers that were nowhere provided for in those contracts, and Uber would have structured its contracts with drivers differently had it known. Given the harsh remedial provisions, Uber has no way to safeguard its rights. Any perceived violation of the Required Messages leads to mandatory reinstatement of the driver, and the Burden of Proof Provision's lop-sided requirements effectively force compliance with the Compelled Reports Provision.

273. These provisions do not advance any significant or legitimate public purpose. The Challenged Law does not respond to any economic emergency, further public health or safety, or otherwise remedy an important general social or economic problem. Instead, the Challenged Law

is intended to favor one narrow subset of the population—high-volume for-hire drivers—rather than benefiting the public at large. In fact, the public at large would likely be harmed if Uber is forced to reactivate drivers who were previously deactivated for real misconduct.

274. These provisions' interference with Uber's existing contracts with drivers is not an appropriate, reasonable, or necessary way to advance any legitimate public purpose. It is not reasonable to permanently force Uber to make disclosures in connection with every deactivation in contravention of its contractually-agreed right not to do so. The unreasonableness of the interference is particularly stark when that interference is for the hypothetical benefit of a narrow class of drivers and would come at the expense not only of Uber but of the riders and other drivers whose information would be disclosed.

CAUSE OF ACTION II: DUE PROCESS – RETROACTIVITY

(Declaratory Relief, Injunctive Relief, and Damages for Violation of the Due Process Clause of the Fourteenth Amendment of the United States Constitution (42 U.S.C. § 1983) and Article I, Section 6 of the New York Constitution)

275. Uber realleges and incorporates herein by reference all paragraphs above.

276. The Retroactive Provision (§ 20-1283(a)-(b)) violates the Due Process Clause of Section 1 of the Fourteenth Amendment to the United States Constitution because it imposes an irrational and arbitrary retroactive period stretching back seven years from the Challenged Law's effective date without any rationale, let alone a persuasive one, for either the retroactive effect generally or the 7-year period in particular.

277. The Retroactive Required Message (§ 20-1283(c)) and Compelled Reports Provision (§ 20-1286) likewise violate the Due Process Clause because they impose disclosure requirements over the same 7-year retroactive period without any rationale whatsoever for the need

to provide such information in connection with prior deactivations at all or for the 7-year-period in particular.

278. Retroactivity concerns are further heightened here because the Challenged Law affects contractual rights, in which predictability and stability are of prime importance. The Challenged Law here interferes with Uber's contracts with drivers going back to 2019, upsetting seven years of predictability and stability.

279. Neither the Challenged Law itself nor its legislative history purport a clear purpose for its retroactive application. The 7-year retroactivity period blindsides Uber and disrupts, without forewarning, Uber's settled interests in how it contracts and has contracted with drivers for over half a decade.

280. The Challenged Law furthers no discernible or legitimate public interest in requiring retroactive application to July 28, 2019. This time period was plucked from thin air. Punishing Uber for how it contracted with drivers up to 7 years ago is an illegitimate justification for retroactivity.

281. For substantially similar reasons, the Challenged Law violates Article I, Section 6 of the New York Constitution.

CAUSE OF ACTION III: COMPELLED SPEECH

(Declaratory Relief, Injunctive Relief, and Damages for Violation of the First Amendment of the United States Constitution (42 U.S.C. § 1983) and Article I, Section 8 of the New York Constitution)

282. Uber realleges and incorporates herein by reference all paragraphs above.

283. The Challenged Law violates the First Amendment of the United States Constitution, which protects both the freedom to speak and the freedom not to speak. For this reason, the government cannot "compel a person to speak its own preferred messages," *303*

Creative LLC v. Elenis, 600 U.S. 570 (2023), as this "alter[s] the content of their speech." Uber would "rather avoid" disclosing more than what it already does or what its private contracts require, and for good reasons rooted in safety and protecting its economic interests against fraudsters. *Hurley v. Irish-Am. Gay, Lesbian & Bisexual Grp. of Bos.*, 515 U.S. 557, 573 (1995).

284. The Required Messages (§§ 20-1282(d), 20-1282(e), and 20-1283(c)), Compelled Reports Provision (§ 20-1286), and Burden of Speech Provision (§20-1285) compels Uber to disclose internal processes and rider data in a manner and method that it otherwise would not. As such, strict scrutiny applies, and the Challenged Law is presumptively unconstitutional.

285. The Required Messages do not merely regulate conduct; they regulate how Uber must communicate about deactivations and impose specific content-based rules that Uber must follow. The forced disclosure of all of the "precise and detailed reasons for deactivation" constitutes speech and forces Uber to modify its speech in a way that it otherwise would not and does not convey.

286. The Compelled Reports Provision likewise is content-based and violates the First Amendment by imposing specific content-based rules and regulating how Uber must communicate about riders and deactivations. The disclosure of Driver Reports, Rider Information and Comparative Reports constitutes speech, and forces Uber to express views on privacy, safety, and discipline that may be contrary to its own.

287. The Burden of Proof Provision coerces Uber to disclose every piece of potential evidence regarding a driver by creating a one-sided process that would otherwise bar Uber from later relying on that evidence to rebut a fact-finder's presumption that even a justified deactivation was unfair. The Burden of Proof Provision thus violates the First Amendment by compelling speech and regulating how Uber must communicate to drivers about deactivations. This disclosure

forces Uber to convey details about deactivation that Uber would not otherwise disclose. The Burden of Proof Provision is thus presumptively unconstitutional and subject to strict scrutiny as well.

288. The City cannot establish that the Challenged Law furthers a compelling government interest. The Challenged Law does not (and does not purport to) cure any alleged consumer deception. The City Council has made clear that the Challenged Law's purpose is to address an imaginary problem, specifically that there is a deficiency in Uber's deactivation process, including how it notifies drivers about deactivation. The provisions benefit an even narrower class of drivers—those who have been subject to "unfair" notification—at the expense of the general public. This is not a legitimate state interest, let alone a compelling one.

289. Nor are any of these provisions narrowly tailored to serve even that interest, given the overbreadth of the disclosure requirements and–with respect to the Five-Day Required Message, Burden of Proof Provision, and Compelled Reports Provision–the seven years of retroactivity imposed. The City cannot establish that the Challenged Law is narrowly tailored to achieve any compelling government interest. Even if there were such an interest in drivers receiving information on internal Uber processes and rider reports and ratings (there is not), a law that requires disclosure in the manner, method, scope, and time period required under the Challenge Law, to the consequences forced by the Burden of Proof Provision, is a far cry from narrowly tailored. There are less restrictive alternatives to serve the City's supposed interests.

290. These provisions regulate speech that does more than merely propose a commercial transaction or advertise a product or service for a business purpose. Even if these provisions did compel Uber to engage in purely commercial speech, they would remain subject to intermediate scrutiny. The City has no substantial interest in protecting drivers at the expense of Uber and the

general public. Forcing Uber to promulgate the City's preferred messages also would not directly advance even that interest because it would not alleviate any problems with driver deactivation to a material degree, and the City could serve its purpose as well with more limited regulations.

291. None of these provisions merely require the disclosure of purely factual and uncontroversial information about Uber's services to consumers. Moreover, these disclosure provisions are unjustified, unduly burdensome, and not reasonably related to any interest the City has in preventing deception of consumers. No customer would be deceived about anything in the absence of a law requiring Uber to make the City's preferred disclosures in connection with deactivation.

292. For substantially similar reasons, the Challenged Law violates Article I, Section 8 of the New York Constitution.

CAUSE OF ACTION IV.A: COMPELLED ASSOCIATION (RETROACTIVITY)

(Declaratory Relief, Injunctive Relief, and Damages for Violation of the First Amendment of the United States Constitution (42 U.S.C. § 1983) and Article I, Section 8 of the New York Constitution)

293. Uber realleges and incorporates herein by reference all paragraphs above.

294. The Retroactive Provision (§ 20-1283(a)-(b) and Retroactive Required Message (§ 20-1283(c)) violate the First Amendment of the United States Constitution by forcing Uber, who is proudly expressive on the safety issues upon which deactivations are often based, to reinstate on its platform drivers from whom it had chosen to disassociate for safety or other reasons, consistent with its public commitments such as "Stand for Safety."

295. The Challenged Law infringes on Uber's freedom of expressive association by forcing Uber to include unwanted persons in the cohort of individuals who it permits to offer services on its platform and to whom it offers its services. State action compels association in

violation of the First Amendment when "the group making the claim engaged in expressive association," "the state action at issue significantly affected the group's ability to advocate its viewpoint," and the "state's interest" does not justify "the burden imposed on the associational expression." *Slattery v. Hochul*, 61 F.4th 278, 287 (2d Cir. 2023).

296. Uber engages in protected expressive association through its public statements, and company values and policies, including its "Stand for Safety." First Amendment protections apply to this association, even where Uber does not associate for the sole purpose of disseminating a certain message. Here, the Retroactive Provision and Retroactive Required Message force Uber to reassociate with individuals it already found undercut and force Uber to not live up to its public statements and values.

297. The Retroactive Provision alters Uber's ability to advocate its viewpoint by forcing Uber to reinstate drivers with whom Uber has already chosen to disassociate based on its determination that they have engaged in conduct contrary to its message or that present risks incompatible with its values. Compelling Uber to reinstate drivers who act or have acted against the very mission of its organization is a severe alteration.

298. The City's interest implicated in the Retroactive Provision does not outweigh or justify the burden imposed on Uber's associational expression. The Challenged Law aims to address an imaginary problem for the benefit of a narrow class of former drivers at the expense of Uber, riders and the general public. This is not a legitimate state interest, let alone a compelling one. Nor is the Challenged Law narrowly tailored to serve even that interest, given the utter lack of rationale behind the seven year period of retroactivity imposed, which makes the City's less restrictive alternatives all the more obvious.

299. The Retroactive Provision chills and imminently threatens Uber's First Amendment right to freedom of association.

300. The Retroactive Provision is unconstitutional on its face and as applied.

301. Absent declaratory and injunctive relief against application and enforcement of the Retroactive Provision, Uber will suffer irreparable harm.

302. For substantially similar reasons, the Challenged Law violates Article I, Section 8 of the New York Constitution.

CAUSE OF ACTION IV.B: COMPELLED ASSOCIATION (DEACTIVATION PROHIBITIONS AND 14-DAY NOTICE REQUIREMENT)

(Declaratory Relief, Injunctive Relief, and Damages for Violation of the First Amendment of the United States Constitution (42 U.S.C. § 1983) and Article I, Section 8 of the New York Constitution)

303. Uber realleges and incorporates herein by reference all paragraphs above.

304. The Deactivation Prohibitions (§ 20-1282(a)-(c)) significantly affect Uber's ability to advocate its viewpoints by forcing Uber to retain drivers if deactivation does not meet the City's standard for deactivation, even if Uber determines that the driver undercuts Uber's message and values, and instead engages in conduct that Uber disapproves of.

305. The 14-Day Notice Requirement (§ 20-1282(d)) significantly affects Uber's ability to advocate its viewpoints by forcing Uber to retain drivers on its platform for two weeks after Uber has determined that their conduct may endanger riders, thus forcing Uber to take actions that violate its own Stand for Safety core tenet.

306. The Challenged Law infringes on Uber's freedom of expressive association by forcing Uber to include unwanted persons in the cohort of individuals who it permits to offer services on its platform and to whom it offers its services. State action compels association in violation of the First Amendment when "the group making the claim engaged in expressive

association," "the state action at issue significantly affected the group's ability to advocate its viewpoint," and the "state's interest" does not justify "the burden imposed on the associational expression." *Slattery v. Hochul*, 61 F.4th 278, 287 (2d Cir. 2023).

307. Uber engages in protected expressive association through its company policies and values, including its "Stand for Safety." First Amendment protections apply to this association, even where Uber does not associate for the sole purpose of disseminating a certain message. Here, the Deactivation Prohibitions and 14-Day Notice Requirement force Uber to remain associated with individuals it already found did not align with its viewpoints.

308. The Deactivation Prohibition and 14-Day Notice Requirement unlawfully burden and impair Uber's expressive association by forcing Uber to retain drivers on its platform *two weeks* after Uber has determined that associating with the driver does not sincerely and effectively allow Uber to convey its message. Compelling Uber to retain personnel who act or have acted against the very mission of its organization is a severe alteration.

309. The City's purported interest implicated in the Deactivation Prohibition and 14-Day Notice Requirement—the prevention of wrongful deactivations—does not outweigh or justify the burden imposed on Uber's associational expression. The Challenged Law aims to address an imaginary problem for the benefit of a narrow class of drivers who have been deactivated at the expense of the general public. This is not a legitimate state interest, let alone a compelling one.

310. Nor is the Challenged Law narrowly tailored to serve even that interest, given the utter lack of rationale behind the two-week notice period imposed, which makes the City's less restrictive alternatives all the more obvious.

311. The Challenged Law chills and imminently threatens Uber's First Amendment right to freedom of association.

312. The Challenged Law is unconstitutional on its face and as applied.

313. Absent declaratory and injunctive relief against application and enforcement of the Challenged Law, Uber will suffer irreparable harm.

314. For substantially similar reasons, the Challenged Law violates Article I, Section 8 of the New York Constitution.

CAUSE OF ACTION V: DUE PROCESS – VOID FOR VAGUENESS

(Declaratory Relief, Injunctive Relief, and Damages for Violation of the Due Process Clause of the Fourteenth Amendment of the United States Constitution (42 U.S.C. § 1983) and Article I, Section 6 of the New York Constitution)

315. Uber realleges and incorporates herein by reference all paragraphs above.

316. The Challenged Law violates the Due Process Clause of the Fourteenth Amendment to the U.S. Constitution. The Due Process Clause requires that governments provide fair notice of what conduct is prohibited. "As one of the most fundamental protections of the Due Process Clause, the void-for-vagueness doctrine requires that laws be crafted with sufficient clarity to give the person of ordinary intelligence a reasonable opportunity to know what is prohibited and to provide explicit standards for those who apply them." *Thibodeau v. Portuondo*, 486 F.3d 61, 65 (2d Cir. 2007). The vagueness doctrine serves to ensure that regulated parties "know what is required of them so they may act accordingly" and "that those enforcing the law do not act in an arbitrary or discriminatory way." *F.C.C. v. Fox Television Stations, Inc.*, 567 U.S. 239, 253 (2012).

317. Each of these provisions' plain text fails to provide the kind of notice that will enable ordinary people to understand what conduct it prohibits.

318. The Deactivation Prohibitions (§ 20-1282(a)-(c)) and Retroactive Provision (§ 20-1283(a)-(b)) provide or reference no clarifying definition of "just cause" that enables Uber to

understand what is required under those provisions. The definition itself incorporates other ambiguous language that does not aid interpretation, including that it is "just cause" if a driver "failed to satisfactorily perform their job duties" (without explaining what might be satisfactory) or if the driver's conduct was harmful to Uber's "legitimate business interests" (without explaining what might be legitimate).[100] The Challenged Law provides for Uber's compliance with the just cause standard to be evaluated by factors incorporating further ambiguous terms, including whether the driver violated a policy that was "reasonably related to safe and efficient" operations and whether deactivation was a "reasonable response."[101] By defining an inherently vague phrase only with further ambiguity, the Challenged Law "produces more unpredictability and arbitrariness than the Due Process Clause tolerates." *Johnson v. United States*, 576 U.S. 591, 598, 603 (2015).

319. The Required Messages (§§ 20-1282(d), 20-1282(e), and 20-1283(c)) do not define "precise and detailed" such that Uber can understand what it must include in each of the Required Messages. Uber faces serious risk of different fact-finders interpreting "precise and detailed" in different ways, leading to arbitrary and unpredictable results and preventing Uber from understanding what it must include in the required notice.

320. With regard to the Retroactive Required Message (§ 20-1283(c)), the plain text does not even explain *when* Uber must provide the notice, but the Challenged Law nonetheless requires a fact-finder order reinstatement if it finds that Uber violated the provision.

321. The Burden of Proof Provision (§ 20-1285) is unclear as to when its one-sided evidentiary restrictions apply. By its plain text, a fact-finder "may not consider any reasons" proffered by Uber that are "not included" in a Retroactive Required Message or 5-Day Required

[100] Section 20-1281.
[101] Section 20-1282(b)(2) and (6).

Message, but no such restrictions apply with regard to a 14-Day Required Message.[102] Uber must guess whether the content of its notices will be judged by different standards based on the type of message required, and risk either divulging sensitive details unnecessarily or be hamstrung by unexpected evidence rules if it guesses wrong.

322. The Compelled Reports Provision (§ 20-1286) is likewise unclear as to when its application is required. By its plain language, Compelled Reports are required only in connection with the Five-Day Required Message and the Retroactive Required Message; the provision makes no reference to the 14-Day Notice Provision, requiring Uber to guess as to whether the drafters intended to omit the Challenged Law's core provision, and to choose whether to risk enforcement in reliance on that plain text. It is possible that the City may take the view that Uber must make reasonable settlement offers in order to comply with the Informal Dispute Resolution Provision.

323. For substantially similar reasons, the Challenged Law violates Article I, Section of the New York Constitution.

CAUSE OF ACTION VI: EQUAL PROTECTION

(Declaratory Relief, Injunctive Relief, and Damages for Violation of the Equal Protection Clause of the Fourteenth Amendment of the United States Constitution (42 U.S.C. § 1983)and Article I, Section 11 of the New York Constitution)

324. Uber realleges and incorporates herein by reference all paragraphs above.

325. The Challenged Law violates the Equal Protection Clause of the Fourteenth Amendment, which requires that the reason for treating two groups differently be rationally related to a legitimate government interest.

326. The Challenged Law imposes an irrational and arbitrary restraint on Uber's ability to maintain safety, anti-fraud, and quality standards on its platform, and instead provides

[102] Section 20-1285(b).

preferential treatment to a narrow group, HVFHS drivers who are (or would otherwise be) deactivated. That preferential treatment comes at the direct expense of Uber and Lyft (the only two companies named as targets of the Challenged Law), and to the detriment of both riders and public safety, which is not a reasonable and nondiscriminatory legislative purpose.

327. As it relates to providing service to those who provide for-hire vehicle services in New York City, Uber and Lyft are similarly situated to other businesses operating in the City, such as lower-volume FHSs and medallion taxicabs, who also provide services to individuals who provide for-hire vehicle service in New York City. The Ordinance nonetheless restrains the ability of one class (Uber and Lyft) to deactivate drivers to maintain standards and safety, including restraining the ability to freely contract with drivers, while it does not do so for any other similarly situated business, including the thousands of businesses in New York City that have at will employment and can terminate anyone for any or no reason, and with no explanation or appeal process.

328. The City has not provided any (let alone a rational) basis for this distinction other than animus against Uber and Lyft.

329. For substantially similar reasons, the Challenged Law violates Article I, Section 11 of the New York Constitution.

<u>CAUSE OF ACTION VII: PROCEDURAL DUE PROCESS</u>

(Declaratory Relief, Injunctive Relief, and Damages for Violation of the Due Process Clause of the Fourteenth Amendment of the United States Constitution (42 U.S.C. § 1983) and Article I, Section 6 of the New York Constitution)

330. Uber realleges and incorporates herein by reference all paragraphs above.

331. The Burden of Proof Provision (§ 20-1285) creates a procedure based on a presumption that Uber is wrong and imposing evidentiary rules that tilt the proceedings in favor of drivers, violating the Due Process Clause of the Fourteenth Amendment of the United States

Constitution, which guarantees a "fair trial in a fair tribunal." *Withrow v. Larkin*, 421 U.S. 35, 47 (1975).

332. Uber has a protected property interest in its ability to deactivate drivers to protect its quality and safety standards and to prevent fraud being committed against it. Uber also has a protected property interest in the money implicated by the Challenged Law's monetary penalties and the money it will lose when its ability to stop fraud is hampered.

333. The procedures created by the Burden of Proof Provision create a risk of erroneous deprivation of Uber's interests. By limiting Uber to evidence that was included in the notice provided to the driver, while explicitly permitting the driver to present any evidence regardless of whether Uber had been provided that evidence during the deactivation process, the provision stacks the deck in favor of the reactivating the driver regardless of the underlying reason, purely for evidentiary reasons. By simply not limiting Uber's available evidence while expanding drivers' available evidence, the proceeding would be more likely to reach the truth of whether a deactivation met the prescribed standard, rather than finding that it did not purely based on evidentiary limitations.

334. The City's interest in the procedure imposed by the Burden of Proof Provision is minimal. By tilting the evidentiary playing field regardless of the underlying reason for deactivations, the procedure undermines the stated purpose of the Challenged Law: to prevent "wrongful deactivations." An alternative procedure would both protect Uber's constitutional rights and better serve the City's actual interests.

335. For substantially similar reasons, the Challenged Law violates Article I, Section 6 of the New York Constitution.

PRAYER FOR RELIEF

WHEREFORE, Uber respectfully requests that this Court enter judgment in Uber's favor and grant the following relief:

a. A declaration that the Challenged Law violates provisions of the United States Constitution and the New York Constitution, is invalid, and is unenforceable against Plaintiffs;

b. A declaration that each of the following provisions of the Challenged Law violate the United States Constitution and the New York Constitution, are invalid, and are unenforceable against Plaintiffs:

i. Deactivation Prohibitions (§ 20-1282(a)-(c));

ii. Retroactive Provision (§ 20-1283(a)-(b));

iii. 14-Day Notice Provision (§ 20-1282(d));

iv. Required Messages (§§ 20-1282(d), 20-1282(e), and 20-1283(c));

v. Burden of Proof Provision (§ 20-1285);

vi. Compelled Reports Provision (§ 20-1286);

vii. Informal Dispute Resolution Provision (§ 20-1287); and

c. A preliminary and permanent injunction (1) enjoining the Defendant City of New York and the Commissioner of the New York City Department of Consumer and Worker Protection, and each of Defendant's officers, agents, servants, employees, and attorneys, and any other person or entity subject to its control, acting on its behalf, or acting directly or indirectly in concert or participation with it from taking any steps to (a) implement any provision of the Challenged Law against Plaintiffs or their affiliated entities, or (b) enforce or apply, retroactively or prospectively, to or as against Plaintiffs, any provision of the Challenged Law, pending this Court's final determination on the merits of Plaintiffs' claims; and (2) staying, enjoining, and restraining the effective date of the Challenged Law as to Plaintiffs;

d. An award of fees, costs, expenses, and disbursements, including attorneys' fees to which Plaintiffs are entitled pursuant to 42 U.S.C. § 1988 and other applicable law; and

e. Such other and further relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Pursuant to Federal Rule of Civil Procedure 38, Uber demands a trial by jury in this action of all issues so triable.

Dated: Washington, DC

June 9, 2026

Respectfully submitted,

DUNN ISAACSON RHEE LLP

By: */s/Martha Goodman*
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EXHIBIT 1

LOCAL LAWS
OF
THE CITY OF NEW YORK
FOR THE YEAR 2026

No. 52

Introduced by Council Members Krishnan, Hanif, Lee, Restler, Marte, Brewer, Hudson, Cabán, Abreu, Banks, Ung, Schulman, Sanchez, Ayala, Avilés, Zhuang, Riley, Joseph, Stevens, Hanks, Nurse, De La Rosa, Gutiérrez and Epstein.

A LOCAL LAW

To amend the administrative code of the city of New York, in relation to the wrongful deactivation of high-volume for-hire vehicle drivers

Be it enacted by the Council as follows:

Section 1. Subdivision a of section 20-1204 of the administrative code of the city of New York, as added by local law number 107 for the year 2017, is amended to read as follows:

a. No person shall take any adverse action against an employee *or high-volume for-hire vehicle driver* that penalizes such employee *or high-volume for-hire vehicle driver* for, or is reasonably likely to deter such employee *or high-volume for-hire vehicle driver* from, exercising or attempting to exercise any right protected under this chapter. Taking an adverse action includes threatening, intimidating, disciplining, discharging, demoting, suspending or harassing an employee *or high-volume for-hire vehicle driver*, reducing the hours or pay of an employee *or high-volume for-hire vehicle driver*, informing another employer *or high-volume for-hire vehicle service* that an employee *or high-volume for-hire vehicle driver* has engaged in activities protected by this chapter, and discriminating against the employee *or high-volume for-hire vehicle driver*, including actions related to perceived immigration status or work authorization. An employee *or high-*

volume for-hire vehicle driver need not explicitly refer to this chapter or the rights enumerated herein to be protected from retaliation.

§ 2. Paragraphs 1 and 2 of subdivision b of section 20-1207 of the administrative code of the city of New York, as amended by local law number 80 for the year 2020, are amended to read as follows:

1. Any person, including any organization, alleging a violation of this chapter may file a complaint with the department within two years of the date the person knew or should have known of the alleged violation*, except that (i) a complaint alleging a violation of section 20-1282 or section 20-1283 may be filed only by the deactivated high-volume for-hire vehicle driver or by a representative of such high-volume for-hire vehicle driver, provided that the high-volume for-hire vehicle driver has agreed to such representation and (ii) a complaint alleging a violation of section 20-1283 may be filed within one year after the effective date of the local law that added subchapter 8 of this chapter*.

2. Upon receiving such a complaint, the department shall investigate it*, except that upon receiving a complaint alleging a violation of any provision of subchapter 8 of this chapter, the department shall, if resources permit, investigate the complaint*.

§ 3. Paragraph 5 of subdivision b of section 20-1207 of the administrative code of the city of New York, as amended by local law number 80 for the year 2020, is amended to read as follows:

5. The department shall keep the identity of any complainant confidential unless disclosure is necessary to resolve the investigation or is otherwise required by law*, except that for complaints alleging violations of section 20-1282 or 20-1283, the department shall provide notice of the complaint and the identity of the complainant to the high-volume for-hire vehicle service as soon*

as practicable. The department shall, to the extent practicable, notify such complainant that the department will be disclosing the complainant's identity before such disclosure.

§ 4. The section heading of section 20-1208 of the administrative code of the city of New York, as added by local law 107 for the year 2017, is amended to read as follows:

§ 20-1208 Specific administrative remedies [for employees or former employees].

§ 5. Subdivision c of section 20-1208 of the administrative code of the city of New York, as added by local law number 107 for the year 2017 and redesignated by local law number 2 for the year 2021, is redesignated subdivision e and amended and new subdivisions c and d are added to such section to read as follows:

c. 1. For each violation by a high-volume for-hire vehicle service of section 20-1282 or 20-1283, the department shall order reinstatement or restoration of access to the driver platform of such high-volume for-hire vehicle service by such high-volume for-hire vehicle driver, unless waived by such high-volume for-hire vehicle driver.

2. For each violation by a high-volume for-hire vehicle service of section 20-1282 the department shall order the payment of back pay to the wrongfully deactivated high-volume for-hire vehicle driver, and such back pay shall be equal to the amount such high-volume for hire vehicle driver would have normally earned or received from such high-volume for-hire vehicle service during the period of a wrongful deactivation if such wrongful deactivation had not occurred, provided that:

(a) The department may subtract any additional amounts earned or received by such high-volume for-hire vehicle driver from other work during such period in excess of what such high-

volume for-hire vehicle would have normally earned or received from other work if such deactivation had not occurred;

(b) For purposes of this paragraph, the amount a high-volume for-hire vehicle driver would have normally earned or received from a high-volume for-hire vehicle service or other work over a period of deactivation shall be determined based on the average daily amount such high-volume for-hire vehicle driver earned or received from such high-volume for-hire vehicle service or such other work over a reasonably comparable period;

(c) Notwithstanding any provision of this subdivision to the contrary, where a violation of section 20-1282 arises from an allegation of egregious misconduct that was not substantiated, back pay shall not accrue until 15 days after the date of deactivation of a high-volume for-hire vehicle driver; and

(d) The department may adjust the amount of back pay owed to a high-volume for-hire vehicle driver, as appropriate, based on a failure by such high-volume for-hire vehicle driver to make a reasonable effort to mitigate any loss of income, provided that a high-volume for-hire vehicle service shall have the burden of proving by a preponderance of the evidence that a driver failed to make a reasonable effort to mitigate;

d. For violations of this chapter, the department may grant the following relief to a high-volume for-hire vehicle driver or former high-volume for-hire vehicle driver:

1. All compensatory damages and other relief required to make such high-volume for-hire vehicle driver or former high-volume for-hire vehicle driver whole;

2. An order directing a high-volume for-hire vehicle service to comply with the requirements set forth in subchapter 8 of this chapter;

3. For each violation of section 20-1204,

(a) Any equitable relief appropriate under the circumstances, including rescission of any discipline issued, reinstatement of any deactivated high-volume for-hire vehicle driver, and payment of back pay for any loss of pay or benefits resulting from discipline or other action taken in violation of section 20-1204;

(b) $500 for each violation not involving deactivation, as such term is defined in section 20-1281; and

(c) $2,500 for each violation involving deactivation, as such term is defined in section 20-1281;

4. For each violation of 20-1282, $500, rescission of any discipline issued, and any other equitable relief as may be appropriate;

5. For each violation of subdivision c of section 20-1284, $500;

6. For each violation of section 20-1286, $500; and

7. For each violation of section 20-1289, $500.

e. The relief authorized by this section shall be imposed on a per employee *or high-volume for-hire vehicle driver* and per instance basis for each violation.

§ 6. Section 20-1209 of the administrative code of the city of New York, as added by local law 107 for the year 2017, is amended to read as follows:

§ 20-1209 Specific civil penalties payable to the city. a. For each violation of this chapter, *except for any violation of section 20-1283,* an employer *or high-volume for-hire vehicle service* is liable for a penalty of $500 for the first violation and, for subsequent violations that occur within two years of any previous violation of this chapter, up to $750 for the second violation and up to $1,000 for each succeeding violation.

b. The penalties imposed pursuant to this section shall be imposed on a per employee *or high-volume for-hire vehicle driver* and per instance basis for each violation.

§ 7. Section 20-1211 of the administrative code of the city of New York, as added by local law number 107 for the year 2017, subdivision a as amended, subdivision c as added, and subdivisions d and e as redesignated by local law number 2 for the year 2021, is amended to read as follows:

§ 20-1211 Private cause of action. a. Claims. Any person, including any organization, alleging a violation of the following provisions of this chapter may bring a civil action, in accordance with applicable law, in any court of competent jurisdiction:

1. Section 20-1204;

2. Section 20-1221;

3. Subdivisions a and b of section 20-1222;

4. Section 20-1231;

5. Subdivisions a, b, d, f and g of section 20-1241;

6. Section 20-1251;

7. Subdivisions a and b of section 20-1252; [and]

8. Section 20-1272*;*

9. Section 20-1282;

10. Section 20-1283;

11. Section 20-1284;

12. Section 20-1286; and

13. Section 20-1289.

b. Remedies. Such court may order compensatory, injunctive and declaratory relief, including the following remedies for violations of this chapter:

1. Payment of schedule change premiums withheld in violation of section 20-1222;

2. An order directing compliance with the recordkeeping, information, posting and consent requirements set forth in sections 20-1205, 20-1206 and 20-1221;

3. Rescission of any discipline issued in violation of section 20-1204;

4. Reinstatement of any employee *or high-volume for-hire vehicle driver* terminated in violation of section 20-1204;

5. Payment of back pay for any loss of pay or benefits resulting from discipline or other action taken in violation of section 20-1204;

6. Other compensatory damages and any other relief required to make the employee *or high-volume for-hire vehicle driver* whole; and

7. Reasonable attorney's fees *and costs*.

c. For each violation of section 20-1272, *20-1282, or 20-1283,* the court shall order reinstatement or restoration of hours of the fast food employee *or reinstatement or restoration of the driver platform access of the high-volume for-hire vehicle driver*, unless waived by the fast food employee *or high-volume for-hire vehicle driver*, and shall order the fast food employer *or high-volume for-hire vehicle service* to pay the reasonable attorneys' fees and costs of the fast food employee *or high-volume for-hire vehicle driver*. [The] *For each violation of section 20-1272 or 20-1282, the* court may, in addition, grant the following relief: $500 [for each violation], an order directing compliance with section 20-1272 *or 20-1282*, rescission of any discipline issued, payment of back pay for any loss of pay or benefits resulting from the wrongful discharge *or deactivation*, punitive damages, and any other equitable relief as may be appropriate. *For each violation of 20-1282, the court shall order back pay to be determined as set out in paragraph 2 of subdivision c of section 20-1208.*

d. Statute of limitations. A civil action under this section shall be commenced within two years of the date the person knew or should have known of the alleged violation*, except that for a violation of section 20-1283, a civil action shall be commenced within one year after the effective date of the local law that added subchapter 8 of this chapter*.

e. Relationship to department action.

1. Any person filing a civil action shall simultaneously serve notice of such action and a copy of the complaint upon the department. Failure to so serve a notice does not adversely affect any plaintiff's cause of action.

2. An employee *or high-volume for-hire vehicle driver* need not file a complaint with the department pursuant to subdivision b of section 20-1207 before bringing a civil action; however, no person shall file a civil action after filing a complaint with the department *based on the same facts* unless such complaint has been withdrawn or dismissed without prejudice to further action.

3. No person shall file a complaint with the department after filing a civil action *based on the same facts* unless such action has been withdrawn or dismissed without prejudice to further action.

4. The commencement or pendency of a civil action by an employee *or a high-volume for-hire vehicle driver* does not preclude the department from investigating the employer *or the high-*

volume for-hire vehicle service, or commencing, prosecuting or settling a case against the employer *or the high-volume for-hire vehicle service* based on some or all of the same violations.

§ 8. Subdivisions a and c of section 20-1212 of the administrative code of the city of New York, subdivision a as amended by local law number 2 for the year 2021 and subdivision c as added by local law number 107 for the year 2017, are amended to read as follows:

a. Cause of action.

1. Where reasonable cause exists to believe that an employer *or high-volume for-hire vehicle service* is engaged in a pattern or practice of violations of this chapter, the corporation counsel may commence a civil action on behalf of the city in a court of competent jurisdiction.

2. The corporation counsel shall commence such action by filing a complaint setting forth facts relating to such pattern or practice and requesting relief, which may include injunctive relief, relief [for employees] set forth in section 20-1208, civil penalties set forth in section 20-1209, and any other appropriate relief.

3. Such action may be commenced only by the corporation counsel or such other persons designated by the corporation counsel.

c. Civil penalty. In any civil action commenced pursuant to subdivision a of this section, the trier of fact may impose [a] *an additional* civil penalty of not more than $15,000 for a finding that an employer *or high-volume for-hire vehicle service* has engaged in a pattern or practice of violations of this chapter. Any civil penalty so recovered shall be paid into the general fund of the city.

§ 9. Chapter 12 of title 20 of the administrative code of the city of New York is amended by adding a new subchapter 8 to read as follows:

SUBCHAPTER 8

WRONGFUL DEACTIVATION OF HIGH VOLUME FOR-HIRE VEHICLE DRIVERS

§ 20-1281 Definitions. As used in this subchapter, the following terms have the following meanings:

Account sharing. The term "account sharing" means permitting another person to use the high-volume for-hire vehicle driver's taxi and limousine commission driver's license, technology system login credentials, or driver platform login credentials, while performing driving services for a high-volume for-hire vehicle service.

Deactivation. The term "deactivation" means: (i) an indefinite or permanent discharge, termination, or layoff of a high-volume for-hire vehicle driver; or (ii) a revocation or restriction of a high-volume for-hire vehicle driver's authorization to accept trips on a driver platform that is either continuously in effect for at least 72 hours or consists of multiple periods of revocation or restriction that total at least 168 hours within a 1-year period.

Driver platform. The term "driver platform" means the driver-facing application or other application, service, website, or system used by a high-volume for-hire vehicle driver by which a high-volume for-hire vehicle service dispatches or facilitates the dispatching of passenger trips to such driver for compensation.

Driving performance data. The term "driving performance data" means any data regarding a high-volume for hire vehicle driver's operation of a for-hire vehicle, including, but not limited to, data recording a high-volume for-hire vehicle driver's rates of acceleration, deceleration, braking, speed, road movements, or any other electronic monitoring of driving performance.

Egregious misconduct. The term "egregious misconduct" means (i) conduct that poses an imminent danger to other persons, including but not limited to violence, threats to engage in violence, sexual harassment, or sexual assault or (ii) discrimination in violation of federal, state, or local law.

High-volume for-hire vehicle driver. The term "high-volume for-hire vehicle driver" means a driver who performs driving services for a high-volume for-hire vehicle service, or who performs driving services for a third-party as a result of receiving a dispatch or referral from a high-volume for-hire vehicle service.

High-volume for-hire vehicle service. The term "high-volume for-hire vehicle service" has the same meaning as set forth in subdivision gg of section 19-502.

Just cause. The term "just cause" means that the high-volume for-hire vehicle driver engaged in egregious misconduct, failed to satisfactorily perform their job duties, or engaged in any other misconduct that is demonstrably and materially harmful to the high-volume for-hire vehicle service's legitimate business interests.

Prior deactivation. The term "prior deactivation" means a deactivation that occurred during the 7 years prior to the effective date of the local law that added this subchapter.

Probation period. The term "probation period" means a period of 30 calendar days beginning on the first date that a high-volume for-hire vehicle driver performs driving services for a high-volume for-hire vehicle service.

Progressive discipline. The term "progressive discipline" means a disciplinary system that provides for a graduated range of reasonable disciplinary measures, including but not limited to warnings and further training requirements, in response to a high-volume for-hire vehicle driver's *misconduct or failure to satisfactorily perform job duties for a high-volume for-hire vehicle service, with the type of disciplinary measure varying based on the frequency and degree of such misconduct or failure.*

§ 20-1282 Prohibition on wrongful deactivation. a. A high-volume for-hire vehicle service shall not deactivate a high-volume for-hire vehicle driver after such high-volume for-hire vehicle driver's probation period with such service except for just cause, for a bona fide economic reason, as described in section 20-1284, or where federal, state, or local law or rule requires such high-volume for-hire vehicle service to deactivate such high-volume for-hire vehicle driver.

b. In determining whether a high-volume for-hire vehicle service has deactivated a high-volume for-hire vehicle driver for just cause, a fact-finder shall consider, in addition to any other relevant factors, whether:

1. Such high-volume for-hire vehicle driver knew or should have known of such high-volume for-hire vehicle service's policy, rule, or practice that forms a basis for progressive discipline or such deactivation and knew or should have known of the potential consequences for violation of such policy, rule, or practice;

2. Such high-volume for-hire vehicle service's policy, rule, or practice that forms a basis for progressive discipline or such deactivation is reasonably related to safe and efficient high-volume for-hire vehicle service operations;

3. Such high-volume for-hire vehicle service provided relevant and adequate training to such high-volume for-hire vehicle driver;

4. Such high-volume for-hire vehicle service's policy, rule or practice that forms a basis for such deactivation, including the utilization of progressive discipline, was reasonable and applied consistently;

5. Such high-volume for-hire vehicle service undertook a fair and objective investigation into the high-volume for-hire vehicle driver's job performance as well as their misconduct or failure to satisfactorily perform job duties;

6. Such deactivation is a reasonable response to such high-volume for-hire vehicle driver's job performance as well as their misconduct or failure to satisfactorily perform job duties and accounts for any mitigating circumstances, including but not limited to such high-volume for-hire vehicle driver's past work history; and

7. Such high-volume for-hire vehicle driver violated the policy, rule or practice or engaged in any misconduct or failure to satisfactorily perform job duties that forms a basis for progressive discipline or such deactivation.

c. Except where deactivation is for alleged egregious misconduct, a deactivation of a high-volume for-hire vehicle driver shall not be considered based on just cause unless a high-volume for-hire vehicle service demonstrates that:

1. Such high-volume for-hire vehicle service has utilized progressive discipline; provided, however, that such high-volume for-hire vehicle service may not rely on progressive discipline issued more than 1 year before such deactivation; and

2. Such high-volume for-hire vehicle service had a written policy on progressive discipline that was in effect and was provided to such high-volume for-hire vehicle driver.

d. A high-volume for-hire vehicle service shall provide the high-volume for-hire vehicle driver with notice of an impendent deactivation 14 days in advance of the impending deactivation, except that (i) where a deactivation of a high-volume for-hire vehicle driver is for a bona fide economic reason, as described in section 20-1284, a high-volume for-hire vehicle service must provide, in a form and manner designated by the department, an advance notice of layoff to such high-volume for-hire vehicle driver at least 120 days prior to such deactivation, and (ii) advance notice is not required where a deactivation is for egregious misconduct, account sharing, or if there is a pattern of repeated fraudulent behavior. Such advance notice shall state all the precise and detailed reasons for and the effective date of such deactivation. Such advance notice shall include information about: (i) such high-volume for-hire vehicle driver's right to challenge such deactivation as unlawful pursuant to this subchapter; (ii) how such high-volume for-hire vehicle driver may initiate an informal resolution process with such high-volume for-hire vehicle service pursuant to section 20-1287; (iii) the opportunity for such high-volume for-hire vehicle driver to submit evidence to substantiate a challenge to such deactivation; (iv) such high-volume for-hire vehicle driver's right to file a complaint with the department, or initiate a private action; and (v) eligible high-volume for-hire vehicle drivers' rights to access unemployment insurance.

e. Within 5 days after deactivating a high-volume for-hire vehicle driver for egregious misconduct, account sharing, or if there is a pattern of repeated fraudulent behavior, a high-volume for-hire vehicle service shall provide, in a form and manner designated by the department, a notice of deactivation to such high-volume for-hire vehicle driver which contains a written explanation of all the precise and detailed reasons for such deactivation and the effective date of such deactivation. Such notice shall include information about: (i) such high-volume for-hire *vehicle driver's right to challenge such deactivation as unlawful pursuant to this subchapter; (ii) how such high-volume for-hire vehicle driver may initiate an informal resolution process with such high-volume for-hire vehicle service pursuant to section 20-1287; (iii) the opportunity for such high-volume for-hire vehicle driver to submit evidence to substantiate a challenge to such deactivation; (iv) such high-volume for-hire vehicle driver's right to file a complaint with the department, or initiate a private action; and (v) eligible high-volume for-hire vehicle drivers' rights to access unemployment insurance.*

f. This section shall not apply to any deactivation that occurred prior to the effective date of the local law that added this section.

§ 20-1283 Prior deactivations. a. Within 1 year after the effective date of the local law that added this section, a high-volume for-hire vehicle driver who was subject to a prior deactivation by a high-volume for-hire vehicle service may petition such high-volume for-hire vehicle service for reinstatement or restoration of access to such high-volume for-hire vehicle service's driver platform. Within 30 days after receipt of such petition, such high-volume for-hire vehicle service shall reinstate or restore such high-volume for-hire vehicle driver's access to such driver platform, unless such prior deactivation occurred during the probation period or was for just cause, for a bona fide economic reason, as described in section 20-1284, or required by federal, state, or local law or rule.

b. In determining whether a prior deactivation of a high-volume for-hire vehicle driver by a high-volume for-hire vehicle service was for just cause, a fact-finder shall consider, in addition to any other relevant factors, whether:

1. Such high-volume for-hire vehicle driver knew or should have known of such high-volume for-hire vehicle service's policy, rule, or practice that formed a basis for such prior deactivation and knew or should have known of the potential consequences for violation of such policy, rule or practice;

2. Such high-volume for-hire vehicle service's policy, rule, or practice that formed a basis for such prior deactivation was reasonably related to safe and efficient high-volume for-hire vehicle service operations;

3. Such high-volume for-hire vehicle service's policy, rule or practice that formed a basis for such prior deactivation was reasonable and applied consistently;

4. Such prior deactivation was a reasonable response to such high-volume for-hire vehicle driver's job performance as well as their misconduct or failure to satisfactorily perform job duties and accounted for any mitigating circumstances, including, but not limited to, such high-volume for-hire vehicle driver's past work history;

5. Such high-volume for-hire vehicle driver violated the policy, rule, or practice or committed the misconduct or failure to satisfactorily perform job duties that formed a basis for such prior deactivation; and

6. Such high-volume for-hire vehicle service considered any exculpatory evidence or other facts indicating that such high-volume for-hire vehicle driver did not violate such high-volume for-hire vehicle service's policy, rule or practice.

c. If a high-volume for-hire vehicle service does not reinstate or restore access of a high-volume for-hire vehicle driver who was subject to a prior deactivation to such high-volume for-hire vehicle service's driver platform within 30 days after receipt of a petition pursuant to *subdivision a of this section, such high-volume for-hire vehicle service shall provide a written explanation, in a form and manner designated by the department, to such high-volume for-hire vehicle driver of all the precise and detailed reasons for such prior deactivation. Such written explanation shall include information about: (i) such high-volume for-hire vehicle driver's right to challenge such prior deactivation as unlawful pursuant to this subchapter; (ii) how such high-volume for-hire vehicle driver may initiate an informal resolution process with the high-volume for-hire vehicle service pursuant to section 20-1287; (iii) the opportunity of such high-volume for-hire vehicle driver to submit evidence to substantiate a challenge to such prior deactivation; (iv) such high-volume for-hire vehicle driver's right to file a complaint with the department, or initiate a private action; and (v) how a high-volume for-hire vehicle driver may apply for unemployment benefits.*

d. Notwithstanding any other provision of this section, a high-volume for-hire vehicle service may decline to immediately reinstate or restore access to such high-volume for-hire vehicle service's driver platform to a high-volume for-hire vehicle driver whose access is required to be reinstated or restored pursuant to subdivision a of this section if such high-volume for-hire vehicle service is not providing access to such driver platform to any new high-volume for-hire vehicle driver, and has not provided such access during the 3 months prior to the effective date of the local law that added this section. Where such high-volume for-hire vehicle service declines to immediately reinstate or restore access to such driver platform pursuant to this subdivision, such high-volume for-hire vehicle service shall maintain a waitlist of high-volume for-hire vehicle drivers whose access to such driver platform is required to be reinstated or restored pursuant to subdivision a of this section and reinstate or restore such high-volume for-hire vehicle drivers' *access to such driver platform, in the order in which such high-volume for-hire vehicle drivers were placed on such waitlist, provided that any such driver meets the minimum requirements that apply to all current high-volume for-hire vehicle drivers for such high-volume for-hire vehicle service, prior to providing any other new high-volume for-hire vehicle driver access to such driver platform.*

§ 20-1284 Bona fide economic reasons. a. A deactivation, including a prior deactivation, shall not be considered based on a bona fide economic reason unless supported by a high-volume for-hire vehicle service's business records demonstrating that such deactivation is in response to: (i) a proportionate reduction in volume of sales or profit within the fiscal quarter prior to the issuance of a notice of layoff required by subdivision d of section 20-1282; or (ii) a high-volume for-hire vehicle service discontinuing its driving services in the city.

b. 1. Deactivations of high volume for-hire vehicle drivers based on bona fide economic reason shall be done in reverse order of seniority, so that high volume for-hire vehicle drivers with the greatest seniority shall be retained the longest and reinstated or restored access to the driver platform first.

2. A high-volume for-hire vehicle service shall make reasonable efforts to offer reinstatement or restoration of access to such high-volume for-hire vehicle service's driver platform to any high-volume for-hire vehicle driver deactivated by such high-volume for-hire vehicle service based on a bona fide economic reason within the previous 3 years, if any, before such high-volume for-hire vehicle service may provide any other new high-volume for-hire vehicle driver access to such driver platform.

3. This subdivision shall apply only to deactivations that occur on or after the effective date of the local law that added this section.

§ 20-1285 Burden of proof; evidence. a. In any proceeding alleging a violation by a high-volume for-hire vehicle service of section 20-1282 or section 20-1283, such high-volume for-hire vehicle service shall bear the burden of proving just cause and bona fide economic reason pursuant to section 20-1282 or 20-1283 by a preponderance of the evidence, subject to the rules of evidence as set forth in the civil practice law and rules or, where applicable, the common law.

b. In determining whether a high-volume for-hire vehicle service had just cause for a deactivation, a fact-finder may not consider any reasons proffered by the high-volume for-hire vehicle service not included in the notice of deactivation provided to the high-volume for-hire vehicle driver pursuant to subdivision e of section 20-1282 or the written explanation provided to the high-volume for-hire vehicle driver pursuant to subdivision c of section 20-1283.

c. When determining damages, the fact-finder may take into account any evidence the high-volume for-hire vehicle driver submitted pursuant to subdivision d or e of section 20-1282, subdivision c of section 20-1283, or section 20-1287, that was not timely or duly considered by the high-volume for-hire vehicle service.

c. A high-volume for-hire vehicle driver may submit evidence in any proceeding alleging a violation of this subchapter that was not provided to the high-volume for-hire vehicle service pursuant to subdivision d or e of section 20-1282, subdivision c of section 20-1283, or section 20-1287 and no negative inference or consequence shall apply to a high-volume for-hire vehicle driver's decision not to submit evidence pursuant to these provisions.

§ 20-1286 Provision of data. a. Upon the issuance of a notice of deactivation required pursuant to subdivision e of section 20-1282, a high-volume for-hire vehicle service shall provide a deactivated high-volume for-hire vehicle driver with information and data relevant to such high-volume for-hire driver's deactivation. Such information shall include, but need not be limited to:

1. Driving performance data specific to such high-volume for-hire vehicle driver;

2. All customer comments, ratings, and complaints received regarding the high-volume for-hire vehicle driver; and

3. Anonymized and aggregated reports, covering the 12 months prior to such high-volume for-hire vehicle driver's deactivation, regarding discipline, including deactivation, imposed by such high-volume for-hire vehicle service on any other high-volume for-hire vehicle drivers who engaged in the same or similar misconduct or failure to satisfactorily perform job duties forming a basis for the deactivation of the high-volume for-hire vehicle driver subject to such notice.

b. The information or data required by subdivision a of this section shall be redacted to remove the personally identifiable information of passengers. This requirement does not apply to any independent obligation to produce information, including but not limited to any production of information required as part of an adjudicatory hearing.

c. Upon the issuance of the notice required pursuant to subdivision c of section 20-1283, a high-volume for-hire vehicle service shall provide a deactivated high-volume for-hire vehicle driver with information and data relevant to such high-volume for-hire driver's deactivation, including all information required under subdivision a of this section, to the extent that such information is available to such high-volume for-hire vehicle service.

d. For at least 6 years after deactivating a high-volume for-hire vehicle driver, a high-volume for-hire vehicle service must continue to provide such high-volume for-hire vehicle driver with access to all information and data concerning such high-volume for-hire vehicle driver that such high-volume for-hire vehicle driver had access to prior to deactivation, including but not limited to such high-volume for-hire vehicle driver's tax and payment records.

§ 20-1287 Informal resolution process. a. A high-volume for-hire vehicle service shall maintain an email address, website, or other form of electronic communication through which a high-volume for-hire vehicle driver or their representative may challenge such high-volume for-hire vehicle driver's deactivation, prior deactivation, or impending deactivation for which such high-volume for-hire vehicle driver received a notice of layoff pursuant to subdivision d of section 20-1282, as unlawful pursuant to this subchapter. Such high-volume for-hire vehicle service must provide such high-volume for-hire vehicle driver an opportunity to submit evidence to substantiate any such challenge and accept written communications pursuant to this section in the language in which they are written.

b. A high-volume for-hire vehicle driver may seek informal resolution of a deactivation of such high-volume for-hire vehicle driver, or an impending deactivation for which such high-volume for-hire vehicle driver receives a notice of layoff pursuant to subdivision d of section 20-1282, by a high-volume for-hire vehicle service by initiating, an informal resolution process through the email address, website, or other form of electronic communication maintained by such high-volume for-hire vehicle service pursuant to subdivision a of this section, or through any other means that such high-volume for-hire vehicle driver and such high-volume for-hire vehicle service agree to. The parties shall have 15 days after commencing such informal resolution process to *reach a resolution, unless such high-volume for-hire vehicle driver and such high-volume for-hire vehicle service mutually agree to a longer timeframe. If the parties resolve a challenge pursuant to this subdivision, they shall memorialize such resolution in a written agreement, on a form provided by the department.*

c. The high-volume for-hire vehicle service's failure to engage in good faith with the informal resolution process shall be a violation subject to a civil penalty under section 20-1209, but such violation shall not be subject to enforcement pursuant to sections 20-1207, 20-1208, 20-1210, 20-1211 and 20-1212.

d. After receiving a complaint pursuant to section 20-1207 alleging a violation of section 20-1282 or 20-1283, the department shall notify the high-volume for-hire vehicle driver or such high-volume for-hire vehicle driver's representative and the high-volume for-hire vehicle service that they may resolve the complaint through an informal resolution process pursuant to this section.

e. Notwithstanding any other provision of this chapter to the contrary, the department shall not proceed with its investigation of a complaint filed pursuant to section 20-1207 alleging a violation of section 20-1282 or 20-1283 unless (i) the high-volume for-hire vehicle driver or such high-volume for-hire vehicle driver's representative and the high-volume for-hire vehicle service fail to reach a resolution within 15 days after commencement of an informal resolution process pursuant to this section, or (ii) the high-volume for-hire vehicle driver has opted out of the informal resolution process pursuant to this section, in a form and manner specified by the department.

§ 20-1288 Reporting; records; information. a. Data collection and reporting. No less than annually, the department shall make available on the city's website a report on deactivations and alleged violations of sections 20-1282 and 20-1283 during the preceding calendar year. The

department shall promulgate rules requiring that high-volume for-hire vehicle services produce anonymized, aggregated data necessary to prepare such report. Such report shall include, with respect to the year preceding the release of such report: (i) the number of high-volume for-hire vehicle drivers each high-volume for-hire vehicle service deactivated for just cause, egregious misconduct, and bona fide economic reasons; (ii) the number of high-volume for-hire vehicle drivers who filed complaints with the department alleging violations of sections 20-1282 and 20-1283 and the outcomes of such complaints; (iii) the number of high-volume for-hire vehicle drivers who initiated an informal resolution process; (iv) the number of high-volume for-hire vehicle drivers who reached an informal resolution with a high-volume for-hire vehicle service; (v) the number of high-volume for-hire vehicle drivers who commenced arbitrations or private actions that include claims alleging violations of sections 20-1282 or 20-1283 and the outcomes of such proceedings; and (vi) any other information the department deems relevant. Until all high-volume for-hire vehicle drivers placed on a waitlist pursuant to section 20-1283 have had their driver platform access restored, such report shall also include the number of high-volume for-hire vehicle drivers with prior deactivations who petitioned a high-volume for-hire vehicle service for reinstatement or restoration of their access to such high-volume for-hire vehicle service's driver platform and the number of high-volume for-hire vehicle drivers who were placed on a waitlist pursuant to section 20-1283.

b. Recordkeeping. 1. A high-volume for-hire vehicle service shall retain records documenting its compliance with the applicable requirements of this subchapter for a period of 3 years and shall allow the department to access such records and other information, consistent with applicable law and in accordance with rules of the department and with appropriate notice, *in furtherance of an investigation conducted pursuant to this chapter. A high-volume for-hire vehicle service must maintain records in their original format and provide such records to the department in their original format or a machine-readable electronic format as set forth in rules of the department. The department may promulgate rules concerning the maintenance, retention, and provision by a high-volume for-hire vehicle service of data necessary to the implementation and enforcement of this subchapter, which may include a requirement that a high-volume for-hire vehicle service adhere to a uniform system of records and submit such records and other reports as the department may determine, in accordance with applicable law and rules and with appropriate notice.*

2. The failure of a high-volume for-hire vehicle service to maintain, retain, or produce a record or other information required to be maintained by this chapter and requested by the department in furtherance of an investigation conducted pursuant to this chapter that is relevant to a material fact alleged by the department in a notice of violation issued pursuant to this chapter creates a rebuttable presumption that such fact is true.

3. To implement or enforce the provisions of this chapter, the department may issue an order or subpoena for the production of data, documents, testimony, or other information from a high-volume for-hire vehicle service. Such data, documents, testimony, or other information may include, but are not limited to, information about the data that a high-volume for-hire vehicle service monitors, collects, or stores about or from a high-volume for-hire vehicle driver or passenger; information about discipline imposed on a high-volume for-hire vehicle driver; and any other information deemed relevant by the department. In accordance with applicable law and rules and upon reasonable notice of no less than 14 days, a person who receives a request or *subpoena for data, documents, or other information pursuant to this section shall produce such data, documents or information to the department in its original format or a machine-readable electronic format as set forth in rules of the department.*

c. Information and assistance program. The department shall establish a program that provides information and assistance to high-volume for-hire vehicle drivers relating to the provisions of this subchapter. Such program shall include assistance by a natural person by phone and email and outreach and education to the public relating to the provisions of this subchapter. Such program shall not provide legal advice but may provide general information and referrals to legal service providers. The city may provide access to legal services to assist a high-volume for-hire vehicle driver in challenging a deactivation, or impending deactivation for which a high-volume for-hire vehicle driver received a notice of layoff pursuant to subdivision d of section 20-1282, as unlawful pursuant to this subchapter. The mayor may designate an appropriate agency or other entity of the city to contract for such legal services with one or more qualified non-profit legal services organizations.

§ 20-1289 Progressive discipline policy. a. A high-volume for-hire vehicle service shall maintain a written progressive discipline policy in a single writing and adhere to such policy.

b. The written policy required pursuant to subdivision a of this section shall satisfy all requirements of this subchapter and, at a minimum, address the following:

1. Types of misconduct by a high-volume for-hire vehicle driver that may warrant discipline;

2. Any performance standards used to assess failure to satisfactorily perform job duties by a high-volume for-hire driver;

3. Disciplinary measures that may be applied to a high-volume for-hire vehicle driver, including but not limited to deactivation;

4. Procedures for notifying a high-volume for-hire vehicle driver of disciplinary measures that a high-volume for-hire vehicle service intends to take against such high-volume for-hire vehicle driver and providing an opportunity to respond; and

5. Procedures for applying discipline against a high-volume for-hire vehicle driver.

c. The written policy required pursuant to subdivision a of this section must be clear and specific such that a reasonable person can understand the acts and omissions that may result in deactivation or other disciplinary measures.

d. The written policy required pursuant to subdivision a of this section must include a notice of rights of high-volume for-hire vehicle drivers that the commissioner shall publish and make available on the city's website.

e. A high-volume for-hire vehicle service shall provide the written policy required pursuant to subdivision a of this section to each high-volume for-hire vehicle driver hired, retained, or engaged by such high-volume for-hire vehicle service in English and in any other language as the department may determine by rule. A high-volume for-hire vehicle service shall provide such policy to each high-volume for-hire vehicle driver no later than the effective date of this subdivision, or prior to such high-volume for-hire vehicle driver's first trip, whichever is later, in a form and manner that the department may determine by rule.

f. A high-volume for-hire vehicle service shall notify each high-volume for-hire vehicle driver of any change to the written policy required pursuant to subdivision a of this section at least 14 days before such change takes effect.

§ 20-1290 Exceptions. This subchapter shall not:

1. Apply to the deactivation of any high-volume for-hire vehicle driver by a high-volume for-hire vehicle service during such driver's probation period with such service;

2. Limit or otherwise affect the applicability of any right or benefit conferred upon or afforded to a high-volume for-hire vehicle driver by the provisions of any other law, regulation, rule, requirement, policy, or standard including but not limited to any federal, state, or local law providing for protections against retaliation or discrimination;

3. Limit or otherwise affect the authority of the taxi and limousine commission to issue, revoke, or suspend the licenses of high-volume for-hire vehicle drivers; or

4. Limit or otherwise prevent a high-volume for-hire vehicle service from deactivating a high-volume for-hire vehicle driver whose license has been revoked or from deactivating a high-volume for-hire vehicle driver whose license has been suspended for the duration of the suspension.

§ 10. This local law takes effect 180 days after it becomes law, provided that the commissioner of consumer and worker protection shall take such measures as are necessary for the implementation of this local law, including the promulgation of rules, before such date, and further provided that such rules requiring that a high-volume for-hire vehicle service, as defined in section 20-1281 of the administrative code of the city of New York, as added by section nine of the local law that added this section, provide data, documents, testimony, or other information to the department of consumer and worker protection may take effect before such date.

THE CITY OF NEW YORK, OFFICE OF THE CITY CLERK, s.s.:

I hereby certify that the foregoing is a true copy of a local law of The City of New York, passed by the Council on December 18, 2025, disapproved by the Mayor on December 31, 2025 and repassed by the Council on January 29, 2026 and said law is adopted notwithstanding the objection of the Mayor.

MICHAEL M. McSWEENEY, City Clerk, Clerk of the Council.

CERTIFICATION OF CORPORATION COUNSEL

I hereby certify that the form of the enclosed local law (Local Law No. 52 of 2026, Council Int. No. 276-A of 2024) to be filed with the Secretary of State contains the correct text of the local law passed by the New York City Council, disapproved by the Mayor, and repassed by the City Council**.**

SPENCER FISHER, Acting Corporation Counsel.

EXHIBIT 2

Platform Access Agreement

Updated as of January 1, 2022

This Platform Access Agreement (this "*PAA*") is by and among the following entity applicable, based on the region specified: Uber Technologies, Inc. in California; and Uber USA, LLC in all other U.S. states, territories and possessions (collectively, "*Uber*") and, (a) if you are accepting this PAA on behalf of a company (the "*Compan*y") in the business of providing for-hire transportation service (including by operating a taxi) ("*For-hire Service*"), such Company, and/or (b) if you are a principal, employee or contractor, or otherwise operating under the authority of, such Company that provides For-hire Service and is authorized to accept the relevant portions of this PAA, then you are accepting the relevant portions of this PAA as a driver (a "*Driver*"). For the sake of clarity and depending on the context, references to "*we*," "*our*" and "*us*" may also refer to the appropriate Uber-affiliated contracting entity accordingly or Uber collectively and references to "*you*" or "*your*" mean the Company and/or, depending on the context, your Drivers. If you accept this Agreement as a Driver please read Section 12.2 which governs how this document applies to you.

This PAA governs your access to our Platform (defined below) which facilitates your provision of For-hire Service, to account holders seeking to access certain types of For-hire Service ("*Riders*") for themselves and/or their guests.

Access to our technology platform includes access to our technology application (the "*Driver App*") that, amongst other things, facilitates For-hire Service between you and Riders; as well as websites and all other associated services, including payment and support services, provided by Uber, its affiliates or third parties (collectively, our "*Platform*").

Your access to our Platform is also governed by the applicable terms found on our website, including without limitation, the Community Guidelines, Referral Policies, other applicable Uber standards and policies (including, without limitation, Uber's safety standards, the accessibility policies and U.S. Service Animal Policy) and, except as provided in Section 13.9 below, any other agreements you have with us (including those related to how you choose to interact with our Platform, the services you choose to provide and where you chose to provide them) (collectively with this PAA, this "*Agreement*"), which are incorporated by reference into this Agreement. By accepting this Agreement, you confirm that you have read, understand and accept the provisions of this Agreement and intend to be bound by this Agreement. This Agreement is effective as of the date and time you accept it.

1. Relationship

1.1. Company's Relationship with Uber.

(a) The relationship between you and Uber is solely as independent business enterprises, each of whom operates a separate and distinct business enterprise that provides a service outside the usual course of business of the other. This is not an employment agreement and you are not an employee of Uber. You confirm the existence and nature of that contractual relationship each time you access our Platform. We are not hiring or engaging you to provide any service; you are engaging us to provide you access to our Platform. Nothing in this Agreement creates, will create, or is intended to create, any employment, partnership, joint venture, franchise, or sales representative relationship between you and us. The parties do not share in any profits or losses. You have no authority to make or accept any offers or representations on our behalf. You are not our agent and you have no authority to act on behalf of Uber.

(b) We do not, and have no right to, direct or control you. Subject to Platform availability, you decide when, where and whether (a) you want to offer For-hire Service facilitated by our Platform and (b) you want to accept, decline, ignore or cancel a Ride (defined below) request; provided, in each case, that you agree not to discriminate against any potential Rider in violation of the Requirements (defined below). Subject to your compliance with this Agreement, you are not required to accept any minimum number of Rides in order to access our Platform and it is entirely your choice whether to provide For-hire Service to Riders directly, using our Platform, or using any other method to connect with Riders, including, but not limited to other platforms and applications in addition to, or instead of, ours. You understand, however, that your Riders' experiences with your Rides, as determined by Rider input, may affect your ability to access our Platform or provide Rides.

1.2. Your Relationship with Your Drivers. You will ensure that your Drivers understand and comply with the obligations set forth in this Agreement, including without limitation those set forth in Section 2. You have the sole responsibility for any obligations or liabilities to your Drivers that arise from your relationship with them (including any obligations or liabilities relating to the provision of For-hire Services). You acknowledge and agree that you exercise sole control over your Drivers and will comply with all applicable laws (including tax, social security and employment laws) governing or otherwise applicable to your relationship with your Drivers. You acknowledge and agree that you are at all times responsible and liable for the acts and omissions of your Drivers, including their interaction with us or any third party, even where such vicarious liability may not be mandated under applicable law.

2. Our Platform

2.1. General. While using our Driver App, you may receive lead generation and other technology-based services that enable those operating independent business enterprises like you to provide For-hire Service requested by Riders ("*Rides*"). Subject to the terms and conditions of this Agreement, Uber hereby grants you a non-exclusive, non-transferable, non-sublicensable, non-assignable license, during the term of this Agreement, to use our Platform (including the Driver App) solely for the purpose of providing Rides and accessing services associated with providing Rides.

2.2. Compliance.

(a) You are responsible for identifying, understanding, and complying with (i) all laws (including, but not limited to, the Americans with Disabilities Act and applicable laws governing your collection, use, disclosure, security, processing and transfer of data), rules and regulations that apply to your provision of Rides (including whether you are permitted to provide For-hire Service at all) in the jurisdiction(s) in which you operate (your "*Region*") and (ii) this Agreement (collectively, the "*Requirements*"). Subject to applicable law, you are responsible for identifying and obtaining any required license (including ensuring your Drivers have the appropriate driver's license for their Region), permit, or registration required to provide any For-hire Service that you provide using our Platform. Notwithstanding anything to the contrary in this Agreement, for the avoidance of doubt, your ability to access and use our Platform is at all times subject to your compliance with the Requirements. You agree not to access or attempt to access our Platform if you are not in compliance with the Requirements.

(b) The Americans with Disabilities Act imposes obligations including the obligation to transport Riders with service animals and does not contain exceptions for allergies or religious objections. We have the right to and you consent to the permanent deactivation of your Driver App account and the permanent termination of your contractual relationship with us if, based on the evidence, we conclude that you knowingly refused a Ride request from a Rider with a service animal, or if we receive plausible reports from Riders of more than one cancellation or refusal by you alleged to be on the basis of the presence of a Rider's service animal.

2.3. Your Provision of Transportation Services to Riders. You represent, warrant and covenant that (a) you have all the necessary expertise and experience to provide Rides in compliance with the Requirements and standards applicable to the For-hire Service, (b) your access and use of our Platform, and provision of For-hire Service, in your Region is permitted by the Requirements (including any age requirements), and (c) all such access and use of our Platform will be in compliance with the Requirements. You are responsible for, and bear all costs of, providing all equipment, tools and other materials that you deem necessary or advisable and are solely responsible for any obligations or liabilities arising from the Rides you provide.

2.4. Accessing our Platform.

(a) To provide Rides you must create and register an account for your Company and each Driver whom you decide may receive Ride requests through our Platform. All information you provide to us must be accurate, current and complete and you will maintain the accuracy and completeness of such information during the term of this Agreement. Unless otherwise permitted by us in writing, you agree to only possess one account for providing Rides. You are responsible for all activity conducted on your account. For account security and Rider safety purposes, you agree not to share or allow anyone to use your login credentials or other personal information used in connection with your account, including but not limited to photos of yourself, to access our Platform. If you think anyone has obtained improper access to your account, login credentials or personal information, you are required to notify us and to change your password immediately so that we may take appropriate steps to secure your account. You agree that Uber is not responsible for any losses arising from your sharing of account credentials with a third party, including without limitation phishing. You can visit help.uber.com for more information about securing your account. You agree that Uber is not responsible for any losses arising from your sharing of account credentials with a third party, including without limitation phishing.

(b) You represent, warrant, and covenant that you have all required authority to accept and be bound by this Agreement. If you are accepting this Agreement on behalf of your company, entity, or organization, you represent and warrant that you are an authorized representative of that company, entity, or organization with the authority to bind such party to this Agreement.

2.5. Background Checks and Licensing, Vehicle Standards.

(a) During your account creation and registration, we will collect, and may verify, certain information about you and the vehicle(s) you use to provide Rides ("*your vehicle*").

(b) You have passed any background, driving record and other checks required in connection with your provision of For-Hire Services under this Agreement (including those required or facilitated by third parties). You hereby agree to provide copies of such checks upon request and authorize and instruct us to provide copies of such checks to insurance companies, relevant regulators and/or other governmental authorities as needed for safety or other reasons, as described in our Privacy Notice.

(c) You agree that your vehicle will be properly registered, licensed and suitable to provide Rides in your Region. You represent that at all times during the provision of any Rides your vehicle will be in your lawful possession with valid authority to use your vehicle to provide Rides in your Region. You agree that your vehicle will be in safe operating condition, consistent with safety and maintenance standards for a vehicle of its type in the For-hire Service industry. You agree to monitor for and repair any parts that are recalled by your vehicle's manufacturer (as well as anything else the Requirements applicable to your particular Region may require).

2.6. Accepting Ride Requests.

(a) Ride requests may appear in the Driver App and you may attempt to accept, decline or ignore them. Accepting a Ride request creates a direct business relationship between you and your Rider in accordance with the terms of the transportation service the Rider has requested through our Platform. The mechanism for accepting or declining Rides may vary depending on your location and the type of Ride-request you accept. You acknowledge upon acceptance of a Ride request, your Company may incur Uber fees as described in an applicable fare addendum to this PAA.

(b) You will choose the most effective, efficient, and safe manner to reach the destinations associated with a Ride. Any navigational directions offered in the Driver App are offered for your convenience only; you have no obligation to follow such navigational directions. You agree to transport Riders, or their guests, directly to their specified destination, as directed by the applicable person, without unauthorized interruption or unauthorized stops.

(c) You may receive Rider information, including approximate pickup location, and you agree that your Rider may also be given identifying information about you, including your first name, photo, location, vehicle information, and certain other information you have voluntarily provided through the Driver App (collectively, "*User Information*"). Without a Rider's consent, you agree to not contact any Rider or otherwise use any of the Rider's User Information except solely in connection with the provision of Rides to that Rider. You agree to treat all Rider User Information as Confidential Information (defined below) received by you under this Agreement. You acknowledge that your violation of your confidentiality obligations may also violate certain laws and could result in civil or criminal penalties.

2.7. Use of Uber Branded Materials.

(a) Except to the extent necessary to comply with applicable law, you are not required to use, wear or display Uber's name or logo on your vehicle or clothing, or to use signaling lights, stickers, decals, or other such materials displaying Uber's name or logo (collectively "*Uber Branded Materials*").

(b) Your authorized display of Uber Branded Materials may signify to Riders that your For-hire Service is facilitated by our Platform. Uber grants you a limited license to use, wear, or display Uber Branded Materials provided directly to you by Uber ("*Authorized Uber Branded Materials*") when providing Rides solely for the purpose of identifying yourself and your vehicle to Riders as someone selling For-hire Service facilitated by our Platform. You agree not to (i) use, wear, or display Uber-Branded Materials that are not Authorized Uber Branded Materials, (ii) purchase, accept, offer to sell, sell or otherwise transfer Uber Branded Materials that are not Authorized Uber Branded Materials, (iii) offer to sell or sell, or otherwise transfer Authorized Uber Branded Materials, without Uber's prior written permission, or (iv) display Uber Branded Materials when you are not accessing the Platform.

(c) The parties expressly agree that your access to, or use of, Uber Branded Materials, whether or not authorized, does not indicate an employment or other similar relationship between you and us. You further agree not to represent yourself as our employee, representative or agent for any purpose or otherwise misrepresent your relationship with us.

(d) You agree to destroy and discard any Uber Branded Materials if your account is deactivated and/or if you lose access to the Platform.

2.8. Ratings. Your Rider may be asked to comment on your services, and you may be asked to comment on your Rider. These comments can include star or other ratings and other feedback (collectively, "*Ratings*"), which we ask all parties to provide in good faith. Ratings are not confidential and you hereby authorize our use, distribution and display of your Ratings (and Ratings about you) as provided in our Privacy Notice, without attribution or further approval. We have no obligation to verify Ratings or their accuracy, and may remove them from our Platform in accordance with the standards in our Community Guidelines. You can find out more about Ratings and how they may affect your ability to access our Platform by visiting our website.

2.9. Location Based Technology Services; Communication Consents.

(a) Your device geo-location information is required for the proper functioning of our Platform, and you agree to not take any action to manipulate or falsify your device geo-location. You grant us the irrevocable right to obtain your geo-location information and to share your location with third parties, including your Riders, who will see the approximate location of your vehicle in the Rider app before and during their Ride. We may not and will not use this information to attempt to supervise, direct, or control you or your provision of Rides.

(b) You agree that we may contact you by email, telephone or text message (including by an automatic telephone dialing system) at any of the phone numbers provided by you, or on your behalf, in connection with your account. You also understand that you may opt out of receiving text messages from us at any time, either by replying "STOP" or texting the word "STOP" to 89203 using the mobile device that is receiving the messages, or by contacting us at help.uber.com. Notwithstanding the foregoing, we may also contact you by any of the above means, including by SMS, in case of suspected fraud or unlawful activity by your or on your account.

(c) You hereby represent and warrant that (a) you have provided all notices and obtained all rights, consents and permissions (collectively, "*Consents*") necessary to provide us with personally identifiable information of any Driver provided by you to us hereunder or otherwise in connection with this Agreement; (b) you have obtained all Consents from each Driver necessary to enable us to send SMS messages or to otherwise contact each such Driver, and (c) you are in compliance, and will remain in compliance during the term of the Agreement, with all Requirements relating to data protection, privacy, identity theft, data breach, consumer protection, and data security.

3. Insurance

3.1. Your Auto Liability Insurance for For-hire Service. You agree to maintain on all vehicles operated by You or your Drivers commercial automobile liability insurance that provides protection against bodily injury and property damage to third parties at levels of coverage that satisfy all applicable laws in the Region. This coverage must also include any no-fault coverage required by law in the Region that may not be waived by an insured. You agree to provide Uber and its affiliates a copy of the insurance policy, policy declarations, proof of insurance identification card and proof of premium payment for the insurance policy required in this Section 3.1 upon request, and on each occasion that the insurance policy renews. You will notify us in writing immediately if any insurance policy required by Uber is cancelled. Uber shall have no right to control your selection or maintenance of your policy.

3.2. General Liability Insurance. You agree to maintain commercial general liability insurance that provides protection against personal injury, advertising injury and property damage to third parties at levels of coverage required by all applicable laws in the Region.

3.3. Your Other Insurance for For-hire Service. You will maintain workers' compensation insurance for you and your Drivers as required by the Requirements. If allowed by applicable law, you can insure yourself against industrial injuries by maintaining occupational accident insurance for you and your Drivers in place of workers' compensation insurance (and it is at your own risk if you decide not to). If allowed by applicable law, your subcontractors may also insure themselves against industrial injuries by maintaining occupational accident insurance for themselves in place of workers' compensation insurance (and it is at their own risk if they decide not to).

3.4. Additional Insured Status. You shall add Uber (or any Uber affiliate which may be designated by Uber from time to time) to your insurance policies required in Sections 3.1 and 3.2 above as an additional insured, and shall, upon Uber's request, provide Uber with a copy of such insurance certificate(s) within seven (7) days of such request. You will maintain the insurance policies required in Sections 3.1 and 3.2 at all times during the term of this Agreement.

4. Payments

4.1. Instant Pay.

(a) **Eligibility for Instant Pay.** You must have a valid and active debit card issued in your name to use Instant Pay. Your ability to use Instant Pay is dependent upon your debit card's acceptance of fast funds; not all debit cards are eligible to accept fast funds, and the card's issuing bank may choose at any time to disable the acceptance of fast funds or enable restrictions. Certain users may not be eligible for Instant Pay, including users that access our vehicle solutions programs and those who are subject to garnishments. Your use of Instant Pay may be subject to additional restrictions and fees; more information may be found on our Instant Pay website.

(b) **Availability of Instant Pay.** We are not able to ensure that all payments are deposited instantly. The speed at which you receive payments will depend on your bank and other factors. If your bank rejects a payment, or it fails in our system, the entire amount available for cashout in your account will be routed to your regular bank account at vault.uber.com, and you will receive the payment typically 1-3 business days later. Any Instant Pay funds not cashed out by 4AM (Local time) on Mondays, or the time we identify, which may be subject to change, will be routed to your regular bank account at vault.uber.com. If you do not have access to Instant Pay, you will continue to receive payments as described in this addendum via direct deposit, provided we have your correct banking information. We are not responsible for any fees from your bank in association with your use of Instant Pay. We reserve the right to block access to Instant Pay at any time for any reason, including for improper use of our Platform, account investigation, deactivation, or further review of Deliveries completed.

(c) **Third-Party Provider.** The Instant Pay functionality is facilitated by a third-party provider of payments services. By using Instant Pay, you are subject to any additional terms and conditions for payment imposed by the third-party provider, which we recommend you review.

4.2. Payment terms, fare calculations and payment methods are described in a separate fare addendum, which shall form part of this Agreement.

5. Term and Termination; Effect; Survival

5.1. Term. This Agreement is effective as of the date and time you accept it and will continue until terminated by you or us.

5.2. Termination by You. You may terminate this Agreement (a) without cause at any time upon seven (7) days' prior written notice to Uber; and (b) immediately, without notice for Uber's violation or alleged violation of a material provision of this Agreement.

5.3. Deactivation. You consent to and we may temporarily deactivate your account without notice to investigate whether you have engaged in, or your account has been used in, activity that is deceptive, fraudulent, unsafe, illegal, harmful to our brand, business or reputation, or that violates this Agreement (including the policies incorporated herein by reference)(any of the foregoing, a "*Material Breach or Violation*"). You also consent to and we may terminate this Agreement or permanently deactivate your account without notice if we determine in our discretion that a Material Breach or Violation has occurred.

5.4. Effect of Termination and Survival. Upon termination, each party will remain responsible for its respective liabilities or obligations that accrued before or as a result of such termination. You agree to use commercially reasonable efforts to return any Uber Branded Materials, but excluding promotional materials, to an Uber Greenlight Hub or destroy them. Sections 1, 2.7, 2.9(b), 4, 5.4, 6-9, 12, 13 and 14 shall survive any termination or expiration of this Agreement.

6. DISCLAIMERS

6.1. WE PROVIDE OUR PLATFORM AND ANY ADDITIONAL PRODUCTS OR SERVICES "AS IS" AND "AS AVAILABLE," WITHOUT GUARANTEE OR WARRANTY OF ANY KIND, AND YOUR ACCESS TO OUR PLATFORM IS NOT GUARANTEED TO RESULT IN ANY RIDE REQUESTS. WE DO NOT WARRANT THAT OUR PLATFORM WILL BE ACCURATE, COMPLETE, RELIABLE, CURRENT, SECURE, UNINTERRUPTED, ALWAYS AVAILABLE, OR ERROR- FREE, OR WILL MEET YOUR REQUIREMENTS, THAT ANY DEFECTS WILL BE CORRECTED, THAT OUR TECHNOLOGY IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE WILL NOT BE LIABLE FOR ANY SERVICE INTERRUPTIONS OR LOSSES RESULTING FROM SERVICE INTERRUPTIONS, INCLUDING BUT NOT LIMITED TO SYSTEM FAILURES OR OTHER INTERRUPTIONS THAT MAY AFFECT YOUR ACCESS TO OUR PLATFORM.

6.2. WE PROVIDE LEAD GENERATION AND RELATED SERVICES ONLY, AND MAKE NO REPRESENTATIONS, WARRANTIES OR GUARANTEES AS TO THE ACTIONS OR INACTIONS OF THE RIDERS WHO MAY REQUEST OR ACTUALLY RECEIVE RIDES FROM YOU. WE DO NOT SCREEN OR EVALUATE THESE RIDERS. SOME JURISDICTIONS PROVIDE FOR CERTAIN WARRANTIES, SUCH AS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AVAILABILITY, SAFETY, SECURITY, AND NON-INFRINGEMENT. WE EXCLUDE ALL WARRANTIES TO THE EXTENT THOSE REGULATIONS ALLOW.

6.3. IF A DISPUTE ARISES BETWEEN YOU AND YOUR RIDERS OR ANY OTHER THIRD PARTY, YOU RELEASE US FROM LOSSES OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES.

6.4. WE MAY USE ALGORITHMS IN AN ATTEMPT TO FACILITATE RIDES AND IMPROVE THE: EXPERIENCE OF USERS AND THE SECURITY AND SAFETY OF OUR PLATFORM; ANY SUCH USE DOES NOT CONSTITUTE A GUARANTEE OR WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED.

7. Information

We may collect and disclose information from or about you when you create an account, interact with our Platform or provide Rides and as otherwise described in our Privacy Notice. Notwithstanding anything herein to the contrary (a) the collection, use, and disclosure of such information will be made in accordance with our Privacy Notice and (b) if you elect to provide or make available suggestions, comments, ideas, improvements, or other feedback or materials to us in connection with, or related to, us or our Platform, we will be free to use, disclose, reproduce, modify, license, transfer and otherwise distribute, and exploit any of the foregoing information or materials in any manner.

8. Confidentiality

8.1. Confidential Information. Each party acknowledges and agrees that in the performance of this Agreement it may have access to or may be exposed to, directly or indirectly, confidential information of the other party or third parties ("*Confidential Information*"). Confidential Information includes Rider User Information and the transportation volume, marketing and business plans, business, financial, technical, operational and such other, non-public information of each party (whether disclosed in writing or verbally) that such party designates as being proprietary or confidential or of which the other party should reasonably know that it should be treated as confidential. Confidential

Information does not include any information that: (a) was in the receiving party's lawful possession prior to the disclosure, as clearly and convincingly corroborated by written records, and had not been obtained by the receiving party either directly or indirectly from the disclosing party; (b) is lawfully disclosed to the receiving party by a third party without actual, implied or intended restriction on disclosure through the chain of possession, or (c) is independently developed by the receiving party without the use of or access to the Confidential Information, as clearly and convincingly corroborated by written records.

8.2. Obligations. Each party acknowledges and agrees that: (a) all Confidential Information shall remain the exclusive property of the disclosing party; (b) it shall not use Confidential Information of the other party for any purpose except in furtherance of this Agreement; (c) it shall not disclose Confidential Information of the other party to any third-party, except to its employees, officers, contractors, agents and service providers ("*Permitted Persons*") as necessary to perform their obligations under this Agreement, provided Permitted Persons are bound in writing to obligations of confidentiality and non-use of Confidential Information no less protective than the terms hereof; and (d) it shall return or destroy all Confidential Information of the disclosing party, upon the termination of this Agreement or at the request of the other party; subject to applicable law and our internal record-keeping requirements.

8.3. Remedies. The unauthorized use or disclosure of any Confidential Information would cause irreparable harm and significant damages, the degree of which may be difficult to ascertain. Accordingly, the parties have the right to obtain immediate equitable relief to enjoin any unauthorized use or disclosure of Confidential Information disclosed by the other party, in addition to any other rights or remedies described in Section 14, applicable law or otherwise.

9. Intellectual Property

We reserve all rights not expressly granted in this Agreement. The Driver App, our Platform, and all data gathered through our Platform, including all intellectual property rights therein (the "*Platform IP*"), are and remain our property and/or that of our licensors, as applicable. Neither this Agreement nor your use of Uber's or our licensors' company names, logos, products or service names, trademarks, service marks, trade dress, other indicia of ownership, or copyrights ("*Uber Names, Marks, or Works*") or the Platform IP conveys or grants to you any rights in or related to the Platform IP, or related intellectual property rights, including Uber's Names, Marks, or Works, except for the limited license granted above. You shall not, and shall not allow any other party to: (a) license, sublicense, copy, modify, distribute, create, sell, resell, transfer, or lease any part of the Platform IP or Authorized Uber-Branded Materials; (b) reverse engineer or attempt to extract the source code of our software, except as allowed under law; (c) use, display, or manipulate any of Uber Names, Marks, or Works for any purpose other than to provide Rides; (d) create or register any (i) businesses, (ii) URLs, (iii) domain names, (iv) software application names or titles, or (v) social media handles or profiles that include Uber Names, Marks, or Works or any confusingly or substantially similar mark, name, title, or work; (e) use Uber Names, Marks, or Works as your social media profile picture or wallpaper; (f) purchase keywords (including, but not limited to Google AdWords) that contain any Uber Names, Marks, or Works; (g) apply to register, reference, use, copy, and/or claim ownership in Uber's Names, Marks, or Works, or in any confusingly or substantially similar name, mark, title, or work, in any manner for any purposes, alone or in combination with other letters, punctuation, words, symbols, designs, and/or any creative works, except as may be permitted in the limited license granted above; (h) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any part of our Platform or data; or (i) aggregate Uber's data with competitors.

10. Third-Party Services

From time to time we may permit third parties to offer their services to users of our Platform. Third-party services may be subject to additional terms (including pricing) that apply between you and the party(ies) providing such services. If you choose to access the third-party services you understand that the providers of the third-party services are solely responsible for liabilities arising in connection with the access and use of such third-party services. While we may allow users to access such services through our Platform and we may collect information about our users' use of such services, we may not investigate, monitor or check such third-party services for accuracy or completeness.

11. Termination of Prior Agreements

11.1. Prior TSA. This Section 11 only applies if you were a party to an effective technology services agreement (a "*Prior Agreement*") with Uber immediately prior to your acceptance of this Agreement. Except as provided in Sections 11.2 and 14 below, you and Uber hereby terminate your Prior Agreement (except as provided in the survival provision of such agreement) and the Depreciated Documents (defined below)(collectively, "Prior Documents"), effective as of your acceptance of this Agreement. The parties, respectively, hereby waive any applicable notice requirements with respect to their termination of the Prior Documents.

11.2. Other Agreements. Notwithstanding the termination of your Prior Agreements, you hereby (a) ratify, assume and confirm your obligations under any supplements or addenda, except those that are no longer required by the Requirements or applicable to your provision of P2P Service ("*Deprecated Documents*"), accepted in connection with your Prior Agreement that are not expressly superseded by this PAA or documents accepted in connection with the acceptance of this PAA,, with such changes as may be required to effectuate the foregoing ("*Continuing Documents*") and (b) acknowledge and agree that as of your acceptance of this Agreement such Continuing Documents are incorporated by reference and form a part of this Agreement. We hereby ratify, assume and confirm our obligations under such Continuing Documents.

12. Drivers

12.1. Enforcement. This Section 12.1 only applies if you accept this Agreement on behalf of a Company. By authorizing your Drivers to accept this Agreement, you expressly authorize Uber to enforce its rights under this Agreement, including under Section 5, against your Company or against any Driver individually. You agree to ratify any such action with respect to your Driver as if it was taken by you, provided that you will have the opportunity to rebut any such action on your Driver's behalf in accordance with this Agreement.

12.2. Acceptance by Drivers. This Section 12.2 only applies if you accept this Agreement as a Driver. Except for Section 1.2 and 2.9(c), this Agreement applies to you, with such changes as may be required to effectuate the foregoing, to the same extent as such provisions apply to your Company. This Agreement does not entitle you to any payment by Uber, and only your Company can enforce the obligations in Section 5.2 and any provision regarding amounts payable under this Agreement will apply only to the Company. You acknowledge and agree that you maintain a contractual or employment arrangement with your Company to perform For-hire Services under that Company's operating authority and as directed by that Company. In addition to the representations and warranties set forth in Section 2.4(b), you represent and warrant that you are the legal age to form a binding contract with us in your Region. If you have an agreement (a "*P2P Agreement*") with Uber pursuant to which you provide peer-to-peer transportation services (a "*P2P Service*"), you acknowledge and agree that (x) this Agreement applies when you provide For-hire Services or access our Platform under the authority of your Company and (y) your P2P Agreement applies when you provide P2P Services.

13. Miscellaneous

13.1. Modification. You will only be bound by modifications or supplements to this PAA on your acceptance, but if you do not agree to them, you may not be allowed to access our Platform. Such modifications or supplements may be provided to you only via electronic means. From time to time we may modify information hyperlinked in this PAA (or the addresses where such information may be found) and such modifications shall be effective when posted.

13.2. Severability. Invalidity of any provision of this Agreement does not affect the rest of this Agreement. The parties shall replace the invalid or non-binding provision with provision(s) that are valid and binding and that have, to the greatest extent possible, a similar effect as the invalid or non-binding provision, given the contents and purpose of this Agreement.

13.3. Assignment. We may freely assign or transfer this Agreement or any of our rights or obligations in them, in whole or in part, without your prior consent. You agree not to assign this Agreement, in whole or in part, without our prior written consent, and any attempted assignment without such consent is void.

13.4. Conflicts. Except with respect to the Arbitration Provision, if there is a conflict between this PAA and any supplemental terms between you and us, those supplemental terms will prevail with respect to the specific conflict if explicitly provided therein, and is in addition to, and a part of, this Agreement.

13.5. Interpretation. In this Agreement, "including" and "include" mean "including, but not limited to."

13.6. Notice. Except as explicitly stated otherwise, any notices to us shall be given by certified mail, postage prepaid and return receipt requested to Uber Technologies, Inc., 1515 3rd Street, San Francisco, CA 94158, Attn: Legal Department. All notices to you may be provided electronically including through our Platform or by other means.

13.7. Governing Law. Except as specifically provided in this PAA, this PAA is governed by the applicable law of the state where you reside (or where your entity is domiciled) when you accepted this PAA (the "*Governing Law*"). The Governing Law shall apply without reference to the choice-of-law principles that would result in the application of the laws of a different jurisdiction.

13.8. Entire Agreement. Except as specifically set forth in Section 13.4 or the Arbitration Provision, this Agreement, constitutes the entire agreement and understanding with respect to the subject matter expressly contemplated herein and therein, and supersedes all prior or contemporaneous agreements or undertakings on this subject matter.

13.9. No Incorporation. Notwithstanding anything herein to the contrary, no agreement, term or other provision relating to your indemnification obligations to us will be considered incorporated by reference, or otherwise a part of, this Agreement.

13.10. Existing Documents. Defined terms in documents accepted in connection with your acceptance of this Agreement that reference a technology services agreement shall be deemed amended to reference analogous terms defined in this Agreement, including by replacing the term "Technology Services Agreement" with "Platform Access Agreement".

13.11. Questions. If you have questions about our Platform, you may contact us by logging on to drivers.uber.com and navigating to the "Contact Us" section.

14. Arbitration Provision

IMPORTANT: PLEASE REVIEW THIS ARBITRATION PROVISION CAREFULLY, AS IT WILL REQUIRE YOU TO RESOLVE DISPUTES WITH US ON AN INDIVIDUAL BASIS THROUGH FINAL AND BINDING ARBITRATION, EXCEPT AS PROVIDED BELOW. YOU MAY OPT OUT OF THIS ARBITRATION PROVISION BY FOLLOWING THE INSTRUCTIONS BELOW. THERE ARE AND/OR MAY BE LAWSUITS ALLEGING CLASS, COLLECTIVE, COORDINATED, CONSOLIDATED, AND/OR REPRESENTATIVE CLAIMS ON YOUR BEHALF AGAINST US. IF YOU DO NOT OPT OUT OF THIS ARBITRATION PROVISION AND THEREFORE AGREE TO ARBITRATION WITH US, YOU ARE AGREEING IN ADVANCE, EXCEPT AS OTHERWISE PROVIDED BELOW, THAT YOU WILL NOT PARTICIPATE IN AND, THEREFORE, WILL NOT SEEK OR BE ELIGIBLE TO RECOVER MONETARY OR OTHER RELIEF IN CONNECTION WITH, ANY SUCH CLASS, COLLECTIVE, COORDINATED, CONSOLIDATED, AND/OR REPRESENTATIVE LAWSUIT. THIS ARBITRATION PROVISION, HOWEVER, WILL ALLOW YOU TO BRING INDIVIDUAL CLAIMS IN ARBITRATION ON YOUR OWN BEHALF.

14.1. How This Arbitration Provision Applies.

(a) This Arbitration Provision is a contract governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq., and evidences a transaction involving commerce, and you agree that this is not a contract of employment involving any class of workers engaged in foreign or interstate commerce within the meaning of Section 1 of the Federal Arbitration Act. If notwithstanding the foregoing, the Federal Arbitration Act does not apply to this Arbitration Provision, the law pertaining to arbitration agreements of the state where you reside when you entered into this Agreement shall apply. Except as it otherwise provides, this Arbitration Provision applies to any legal dispute, past, present or future, arising out of or related to your relationship with us or relationship with any of our agents, employees, executives, officers, investors, shareholders, affiliates, successors, assigns, subsidiaries, or parent companies (each of which may enforce this Arbitration Provision as third party beneficiaries), and termination of that relationship, and survives after the relationship terminates.

(b) This Arbitration Provision applies to all claims whether brought by you or us, except as provided below. This Arbitration Provision requires all such claims to be resolved only by an arbitrator through final and binding individual arbitration and not by way of court or jury trial. Except as provided below regarding the Class Action Waiver and Representative Action Waiver, such disputes include without limitation disputes arising out of or relating to the interpretation, application, formation, scope, enforceability, waiver, applicability, revocability or validity of this Arbitration Provision or any portion of this Arbitration Provision.

(c) Except as it otherwise provides, this Arbitration Provision also applies, without limitation, to disputes between you and us, or between you and any other entity or individual, arising out of or related to your application for and use of an account to use our Platform and Driver App as a driver, the For-hire Service that you provide, background checks, your privacy, your contractual relationship with us or the termination of that relationship (including post-relationship defamation or retaliation claims), the nature of your relationship with us (including, but not limited to, any claim that you are our employee), trade secrets, workplace safety and health, unfair competition, compensation, minimum wage, expense reimbursement, overtime, breaks and rest periods, retaliation, discrimination, or harassment, and claims arising under the Telephone Consumer Protection Act, Fair Credit Reporting Act, Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 1981, 8 U.S.C. § 1324b (unfair immigration related practices), Americans With Disabilities Act, Age Discrimination in Employment Act, Fair Labor Standards Act, Worker Adjustment and Retraining Notification Act, Older Workers Benefits Protection Act of 1990, Occupational Safety and Health Act, Consolidated Omnibus Budget Reconciliation Act of 1985, federal, state or local statutes or regulations addressing the same or similar subject matters, and all other federal, state or local statutory, common law and legal claims (including without limitation, torts) arising out of or relating to your relationship with us or the termination of that relationship. This Arbitration Provision also applies to all incidents or accidents resulting in personal injury to you or anyone else that you allege occurred in connection with your use of our Platform and Driver App, regardless whether the dispute, claim, or controversy occurred or accrued before or after the date you agreed to this Agreement, and regardless whether you allege that the personal injury was experienced by you or anyone.

14.2. Limitations On How This Arbitration Provision Applies.

(a) To the extent required by applicable law not preempted by the Federal Arbitration Act, nothing in this Arbitration Provision prevents you from making a report to or filing a claim or charge with the Equal Employment Opportunity Commission, U.S. Department of Labor, U.S. Securities and Exchange Commission, National Labor Relations Board, or Office of Federal Contract Compliance Programs. Likewise, to the extent required by applicable law not preempted by the Federal Arbitration Act, nothing in this Arbitration Provision prevents the investigation by a government agency of any report, claim or charge otherwise covered by this Arbitration Provision. To the extent required by applicable law not preempted by the Federal Arbitration Act, this Arbitration Provision also does not prevent federal administrative agencies from adjudicating claims and awarding remedies based on those claims, even if the claims would otherwise be covered by this

Arbitration Provision.

(b) Where you allege claims of sexual assault or sexual harassment, you may elect to bring those claims on an individual basis in a court of competent jurisdiction instead of arbitration. We agree to honor your election of forum with respect to your individual sexual harassment or sexual assault claim but in so doing do not waive the enforceability of this Arbitration Provision as to any other provision (including but not limited to Section 14.4—Class Action Waiver—which will continue to apply in court and arbitration), controversy, claim or dispute.

(c) To the extent an Act of Congress or applicable federal law not preempted by the Federal Arbitration Act provides that a particular claim or dispute may not be subject to arbitration, such claim or dispute is excluded from the coverage of this Arbitration Provision. Likewise, if the Federal Arbitration Act does not apply to a claim or dispute, any claims or disputes that may not be subject to arbitration under applicable state arbitration law will be excluded from the coverage of this Arbitration Provision.

(d) *Impact on Pending Litigation*: This Arbitration Provision shall not affect your standing with respect to any litigation against us brought by you or on your behalf that is pending in a state or federal court or arbitration as of the date of your receipt of this Arbitration Provision ("*pending litigation*"). Therefore:

- If you are or previously were a driver authorized to use our Platform and Driver App, and at the time of your receipt of this Agreement you were not bound by an existing arbitration agreement with us, you shall remain eligible to participate in any pending litigation to which you were a party or putative class, collective or representative action member regardless of whether you opt out of this Arbitration Provision.

- If, at the time of your receipt of this Agreement, you were bound by an existing arbitration agreement with us, that arbitration agreement will continue to apply to any pending litigation, even if you opt out of this Arbitration Provision.

- If, at the time of your receipt of this Agreement, you were not previously a driver authorized to use our Platform and Driver App, then this Arbitration Provision will apply to covered claims and any pending litigation unless you opt out of this Arbitration Provision as provided below.

(e) Either party may apply to a court of competent jurisdiction for temporary or preliminary injunctive relief on the ground that without such relief the arbitration provided in this Arbitration Provision may be rendered ineffectual.

14.3. Governing Rules, Starting The Arbitration, And Selecting The Arbitrator

(a) For claims involving use of the Platform and Driver App in California: The ADR Services, Inc. Arbitration Rules ("*ADR Rules*") will apply to arbitration under this Arbitration Provision; however, if there is a conflict between the ADR Rules and this Arbitration Provision, including but not limited to whether any arbitration may proceed on an individual basis, this Arbitration Provision shall govern. The ADR Rules are available by, for example, searching Google.com to locate "ADR Services, Inc. Rules," or by clicking here: https://www.adrservices.com/services/arbitration-rules/. If, for any reason, ADR Services, Inc. will not administer the arbitration and the parties cannot mutually agree on a neutral arbitration provider, either party may invoke 9 U.S.C. § 5 to request that a court of competent jurisdiction appoint an arbitration provider with operations in California. Any arbitration provider appointed by a court under 9 U.S.C. § 5 shall conduct arbitration solely on an individualized basis. Once an arbitration provider is appointed under 9 U.S.C. § 5, or the parties mutually agree upon a neutral arbitration provider, the ensuing arbitration shall commence pursuant to the rules of the designated arbitration provider; however, if there is a conflict between the rules of the designated arbitration provider and this Arbitration Provision, including but not limited to whether any arbitration may proceed on an individual basis, this Arbitration Provision shall govern.

(b) For claims involving use of the Platform and Driver App outside California: The parties shall be required to meet and confer to select a neutral arbitration provider. Such an arbitration provider shall have operations in the state in which the dispute arises. If the parties are unable to mutually agree upon an arbitration provider, then either party may invoke 9 U.S.C. § 5 to request that a court of competent jurisdiction appoint an arbitration provider with operations in the state in which the dispute arises. Any arbitration provider appointed by a court under 9 U.S.C. § 5 shall conduct arbitration solely on an individualized basis. Once the parties mutually agree upon a neutral arbitration provider, or an arbitration provider is appointed under 9 U.S.C. § 5, the ensuing arbitration shall commence pursuant to the rules of the designated arbitration provider; however, if there is a conflict between the rules of the designated arbitration provider and this Arbitration Provision, including but not limited to whether any arbitration may proceed on an individual basis, this Arbitration Provision shall govern.

(c) Prior to commencing arbitration with the applicable arbitration provider, the party bringing the claim in arbitration must first demand arbitration in writing within the applicable statute of limitations period. The demand for arbitration shall include identification of the parties (including, if you are bringing the claim, the phone number and email address associated with your driver account, and the city in which you reside), a statement of the legal and factual basis of the claim(s), and a specification of the remedy sought and the amount in controversy. Any demand for arbitration made to us shall be sent to Uber Technologies, Inc., Attn: Legal Department, 1515 3rd Street, San Francisco, CA 94158, or served upon Uber's registered agent for service of process, c/o Uber Technologies, Inc. (the name and current contact information for the registered agent in each state are available online here). Any demand for arbitration made to you shall be sent via electronic email to the email address associated with your driver account.

(d) The parties agree that good-faith informal efforts to resolve disputes often can result in a prompt, low-cost, and mutually beneficial outcome. The parties therefore agree that, before the arbitration demand is submitted to the applicable arbitration provider, the party bringing the claim shall first attempt to informally negotiate with the other party, in good faith, a resolution of the dispute, claim or controversy between the parties for a period of 60 days ("*negotiation period*"), unless extended by mutual agreement of the parties. During the negotiation period, any otherwise applicable statute of limitations shall be tolled. In connection with informal negotiations during the negotiation period, the parties shall participate telephonically or in person in at least one informal dispute resolution conference. All informal dispute resolution conferences shall be individualized such that a separate conference must be held each time either party intends to commence individual arbitration; multiple individuals initiating claims cannot participate in the same informal dispute resolution conference. If either party is represented by counsel, that party's counsel may participate in the informal dispute resolution conference, but the party also must appear at and participate in the conference. Engaging in an informal dispute resolution conference is a condition precedent that must be fulfilled before commencing individual arbitration. If the parties cannot reach an agreement to resolve the dispute, claim or controversy within the negotiation period, the party bringing the claim shall submit the arbitration demand to the applicable arbitration provider.

(e) To commence arbitration following the conclusion of the informal dispute resolution process required by Section 14.3(d), the party bringing the claim must file the written demand for arbitration with the applicable arbitration provider and serve a copy of the demand for arbitration on Uber as set forth in Section 14.3(c) and by email to any counsel who represented Uber in the informal dispute resolution process. By filing the arbitration demand with the applicable arbitration provider, the party bringing the claim in arbitration certifies that the demand complies with Rule 11 of the Federal Rules of Civil Procedure and any applicable state law equivalent.

(f) If the parties reach agreement on an arbitrator not affiliated with the applicable arbitration provider or to use procedures either not specified in or in lieu of the applicable arbitration provider's rules (as modified by this Arbitration Provision), any such agreement shall be memorialized in writing before arbitration is commenced. If the parties are unable to agree upon an arbitrator after a good faith meet and confer effort, then the applicable arbitration provider will appoint the arbitrator in accordance with its rules. The arbitrator will be selected from the applicable arbitration provider's roster of arbitrators. Any arbitrator selected must be either (1) a retired judge or (2) an attorney licensed to practice law in the state where the arbitration is conducted with experience in the law underlying the dispute.

(g) Delivering a written arbitration demand to the other party will not relieve the party bringing the claim of the obligation to commence arbitration as described above. It shall always be the obligation of the party bringing the claim to commence arbitration.

(h) Mass arbitration dispute procedure: If 20 or more arbitration demands of a substantially similar nature are initiated against you or us within a 180-day period by the same law firm or collection of law firms that represents the other party ("*mass arbitration demands*"), the following procedure shall apply. At the request of either party, an arbitrator shall be selected pursuant to the applicable arbitration provider's rules for selection of an arbitrator to act as a special master ("*Special Master*") to resolve threshold disputes regarding the propriety of some or all the mass arbitration demands. These threshold disputes may include, but are not limited to:

(1) any dispute regarding filing fees owed with respect to the mass arbitration demands, including whether claimants have submitted valid fee waivers;

(2) any dispute regarding whether the applicable arbitration provider has complied with the Arbitration Provision with respect to processing and administering the mass arbitration demands;

(3) any dispute regarding whether the mass arbitration demands meet the requirements set forth in Section 14.3(c) (or (e) above;

(4) any dispute regarding whether the demands have complied with all conditions precedent to commencing arbitration, including compliance with the informal dispute resolution process described in Section 14.3(d) above;

(5) any dispute regarding whether claimants have ever had a driver account;

(6) any dispute regarding whether claimants are barred from

proceeding with their claims based on a prior settlement agreement or expiration of the statute of limitations;

(7) any dispute relating to representation of the same claimant by multiple law firms;

(8) any dispute regarding whether the mass arbitration demands were filed with the correct arbitration provider;

(9) any dispute regarding whether the mass arbitration demands violate Rule 11 of the Federal Rules of Civil Procedure and/or any applicable state law equivalent; and

(10) any other dispute or issue regarding the equitable and efficient initial case management of the mass arbitration demands, including, but not limited to, the timing and/or sequence of payment of any remaining filing or administrative fees or costs related to the mass arbitration demands.

Any request to appoint a Special Master pursuant to this procedure must be submitted in writing to the applicable arbitration provider, with a copy to the other party, within fifteen (15) days after filing and service (as described in Section 14.3(e)) of any arbitration demand that qualifies as part of the same group of mass arbitration demands within the meaning of this Section 14.3(h) (i.e., 20 or more arbitration demands of a substantially similar nature initiated within a 180 day period by the same law firm or collection of law firms. Mass arbitration demands initiated by a different law firm or collection of law firms shall be considered a separate group of mass arbitration demands and shall be administered separately). For the sake of clarity, the request to appoint a Special Master need not be submitted in response to the first arbitration demand that triggers the mass arbitration dispute procedure (i.e., the 20th demand), and the request is subject only to the limitations set forth in this Section 14.3(h).

Except as provided below, during the fifteen (15) day period following the filing and service of any arbitration demand that qualifies as part of the same group of mass arbitration demands, the arbitration provider shall refrain from further processing of any demands that are part of the same group of mass arbitration demands, and no further payment (i.e., other than amounts required to be paid by the party initiating arbitration at the time the arbitration demand is filed) for filing fees, administrative fees or costs, or Arbitrator fees shall be deemed due with respect to those demands. A party’s decision not to invoke this procedure in response to a particular arbitration demand shall not constitute a waiver of any defense to any arbitration demand. Likewise, a party’s decision not to invoke this procedure in response to a particular demand will not preclude the same party from later invoking this procedure in response to any other arbitration demand, including one that qualifies as part of the same group of mass arbitration demands as an earlier-filed demand.

The written request to appoint a Special Master must specify the arbitration demands and threshold disputes that will be submitted to the Special Master.

Upon the request of either party to appoint a Special Master to resolve the foregoing issues, the applicable arbitration provider shall refrain from further processing any of the mass arbitration demands as to which a dispute has been raised. Except for the filing fees, administrative fees or costs, or arbitrator fees that have already been assessed by the arbitration provider at the time the request to appoint a Special Master is made, no payment for filing fees, administrative fees or costs, or arbitrator fees shall be deemed due with respect to any of the mass arbitration demands as to which a dispute has been raised until after the dispute(s) has/have been resolved by the Special Master. Notwithstanding the foregoing, Uber shall be responsible for and agrees to pay the applicable arbitration provider's and Special Master's fees and costs related to the proceedings before the Special Master.

If timely requested by either party, any arbitration demand that is part of the same group of mass arbitration demands and to which a dispute has been raised shall be included as part of the same Special Master matter, even if a Special Master matter is already pending at the time that arbitration demand is filed, except that (i) a demand cannot be included if an arbitrator has already been selected for that individual demand as provided in Section 14.3(f); and (ii) a demand that might otherwise be considered part of the same group of mass arbitration demands that is filed after proceedings before a Special Master have concluded shall be considered part of a different group of mass arbitration demands.

A Special Master appointed pursuant to this procedure may award any party any appropriate remedy to which that party is entitled under applicable law (including, but not limited to, as set forth in Section 14.7) with respect to the issues presented to and decided by the Special Master, but shall have no authority to consolidate cases or decide issues related to the merits of the dispute or any other issue except as specified above. After proceedings before the Special Master have concluded, to the extent any of the mass arbitration demands are permitted to proceed, all such demands shall proceed on an individual basis only, and the applicable arbitration provider must administer them individually in accordance with the applicable arbitration provider's rules and this Arbitration Provision.

(i) All claims in arbitration are subject to the same statutes of limitation that would apply in court. The arbitrator (which includes the Special Master, as applicable) shall resolve all disputes regarding the timeliness or propriety of the demand for arbitration, except that the statute of limitations and any filing fee deadlines shall be tolled while the parties engage in the informal dispute resolution process required by Section 14.3(d).

(j) Only an arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute arising out of or relating to the interpretation, applicability, enforceability, or formation of this Arbitration Provision, including without limitation any claim that all or part of this Arbitration Provision is void or voidable. An arbitrator shall also have exclusive authority to resolve all threshold arbitrability issues. However, only a court of competent jurisdiction, and not an arbitrator, shall have exclusive authority to resolve any and all disputes arising out of or relating to the Class Action Waiver and/or Representative Action Waiver—including, but not limited to, any claim that all or part of the Class Action Waiver and/or Representative Action Waiver is unenforceable, unconscionable, illegal, void, or voidable, or that a breach of either such Waiver has occurred.

14.4. Class Action Waiver.

(a) **This Arbitration Provision affects your ability to participate in class, collective, coordinated, or consolidated actions.** Both Uber and you agree that any and all disputes or claims between the parties shall be resolved only in individual arbitration, and not on a class, collective, coordinated, or consolidated basis on behalf of others. There will be no right or authority for any dispute (whether brought by you or us, or on your or our behalf) to be brought, heard, administered, resolved, or arbitrated as a class, collective, coordinated, or consolidated action, or for you or us to participate as a member in any such class, collective, coordinated, or consolidated proceeding. Neither an arbitrator nor an arbitration provider shall have authority to hear, arbitrate, or administer any class, collective, coordinated, or consolidated action, or to award relief to anyone but the individual in arbitration.

(b) Notwithstanding any other provision of this Arbitration Provision or the applicable arbitration provider's rules, this Class Action Waiver does not prevent you or us from participating in a classwide, collective, coordinated, or consolidated settlement of claims.

(c) This Class Action Waiver does not and shall not be construed to preclude the mass arbitration dispute procedure set forth in Section 14.3(h).

(d) The parties further agree that if for any reason a claim does not proceed in arbitration, this Class Action Waiver shall remain in effect, and a court may not preside over any action joining or consolidating the claims of multiple individuals against Uber in a single proceeding. If there is a final judicial determination that any portion of this Class

Action Waiver is unenforceable or unlawful for any reason, (1) any class, collective, coordinated, or consolidated action subject to the enforceable or unlawful portion(s) shall proceed in a court of competent jurisdiction; (2) the portion of the Class Action Waiver that is enforceable shall be enforced in arbitration; (3) the unenforceable or unlawful portion(s) shall be severed from this Arbitration Provision; and (4) the severance of the unenforceable or unlawful portion(s) shall have no impact whatsoever on the enforceability, applicability, or validity of the Arbitration Provision or the arbitrability of any remaining claims asserted by you or us.

14.5. Representative Action Waiver.

(a) **This Arbitration Provision affects your ability to participate in representative actions.** To the maximum extent provided by law, both Uber and you agree that any and all disputes or claims between the parties shall be resolved only in individual arbitration, and not on a representative basis. The parties expressly waive their right to have any dispute or claim brought, heard, administered, resolved, or arbitrated as a representative action, or to participate in any representative action, including but not limited to claims brought under any state's Private Attorneys General Act. The parties also expressly waive their right to seek, recover, or obtain any non-individual relief. There will be no right or authority for any dispute (whether brought by you or us, or on your or our behalf) to be brought, heard, administered, or arbitrated as a representative action, or for you or us to participate as a member in any such representative proceeding.

(b) Notwithstanding any other provision of this Arbitration Provision or the applicable arbitration provider's rules, this Representative Action Waiver does not prevent you or us from participating in a representative settlement of claims.

(c) This Representative Action Waiver does not and shall not be construed to preclude the mass arbitration dispute procedure set forth in Section 14.3(h).

(d) If there is a final judicial determination that any portion of this Representative Action Waiver is unenforceable or unlawful for any reason, (1) any representative claim subject to the enforceable or unlawful portion(s) shall proceed in a court of competent jurisdiction; (2) the portion of the Representative Action Waiver that is enforceable shall be enforced in arbitration; (3) the unenforceable or unlawful portion(s) shall be severed from this Arbitration Provision; and (4) the severance of the unenforceable or unlawful portion(s) shall have no impact whatsoever on the enforceability, applicability, or validity of the Arbitration Provision or the arbitrability of any remaining claims asserted by you or us.

(e) Disputes regarding the nature of your relationship with us (including, but not limited to, any claim that you are an employee of us), as well as any claim you bring on your own behalf as an aggrieved worker for recovery of underpaid wages or other individualized relief (as opposed to a representative claim for civil penalties) are arbitrable and must be brought in arbitration on an individual basis only, as required by this Arbitration Provision. You agree that any representative claim that is permitted to proceed in a civil court of competent jurisdiction must be stayed pending the arbitration of your dispute regarding the nature of your relationship with us and any claim you bring on your own behalf for individualized relief.

14.6. Paying For The Arbitration.

(a) Except in the case of offers of judgment (such as under Federal Rule of Civil Procedure 68 or any applicable state law equivalents, which apply to arbitrations under this Arbitration Provision as set forth in Section 14.6(d) below), each party will pay the fees for its, his or her own attorneys and any costs that are common to both court and arbitration proceedings (such as court reporter costs and transcript fees), subject to any remedies to which that party may later be entitled under applicable law.

(b) Each party shall follow the applicable arbitration provider's rules applicable to initial arbitration filing fees, except that your portion of any initial arbitration filing fee shall not exceed the amount you would be required to pay to initiate a lawsuit in federal court in the jurisdiction where the arbitration will be conducted. To the extent a fee waiver is sought, it must include all information and be submitted in the appropriate form required by applicable law. Except as specified in the mass arbitration dispute procedure set forth in Section 14.3(h), after (and only after) you have paid your portion of any initial arbitration filing fee, we will make up the difference, if any, between the fee you have paid and the amount required by the applicable arbitration provider's rules.

(c) In all cases where required by applicable law not preempted by the FAA, we will pay the arbitrator's fees, as well as all fees and costs uniquely associated with arbitration (such as room rental). Otherwise, such fee(s) will be apportioned between the parties in accordance with said applicable law and this Arbitration Provision, and any disputes in that regard will be resolved by the arbitrator (which includes the Special Master, as applicable). You agree to not oppose any negotiations between the applicable arbitration provider and Uber relating only to our fees.

(d) At least 10 days before the date set for the arbitration hearing, any party may serve an offer in writing upon the other party to allow judgment on specified terms. If the offer is accepted, the offer with proof of acceptance shall be submitted to the arbitrator, who shall enter judgment accordingly. If the offer is not accepted prior to the arbitration hearing or within 30 days after it is made, whichever occurs first, it shall be deemed withdrawn, and cannot be given in evidence upon the arbitration. If an offer made by Uber is not accepted by you, and you fail to obtain a more favorable award, you shall not recover your post-offer costs and shall pay Uber's costs from the time of the offer.

14.7. The Arbitration Hearing And Award.

(a) Within 30 days of the close of the arbitration hearing, any party will have the right to prepare, serve on the other party and file with the arbitrator a brief. The arbitrator may award any party any remedy to which that party is entitled under applicable law, but such remedies shall be limited to those that would be available to a party in his or her individual capacity in a court of law for the claims presented to and decided by the arbitrator.

(b) The arbitrator shall apply applicable controlling law and will issue a decision or award in writing, stating the essential findings of fact and conclusions of law.

(c) Under no circumstances is the arbitrator bound by decisions reached in separate arbitrations. The arbitrator's decision, including any decision by a Special Master (as applicable), shall be binding only upon the parties to the arbitration that are the subject of the decision.

(d) The arbitrator shall award reasonable costs incurred in the arbitration to the prevailing party in accordance with the law(s) that applies to the case.

(e) The arbitrator shall be authorized to afford any relief or impose any sanctions available under Federal Rule of Civil Procedure 11 or any applicable state law equivalent.

(f) A court of competent jurisdiction shall have the authority to enter a judgment upon the award made pursuant to the arbitration. The arbitrator's findings of fact and conclusions of law shall not be binding or have any preclusive effect on any other arbitration, except as specified in and limited by Section 14.3(h).

14.8. Your Right To Opt Out Of This Arbitration Provision.

(a) Agreeing to this Arbitration Provision is not a mandatory condition of your contractual relationship with us. If you do not want to be subject to this

Arbitration Provision, you may opt out of this Arbitration Provision (subject to the pending litigation provision in Section 14.2, and the limitations set forth in this Section 14.8). To do so, within 30 days of the date that this Agreement is electronically accepted by you, you must send an electronic email from the email address associated with your driver account to optout@uber.com, stating your intent to opt out of this Arbitration Provision, as well as your name, the phone number associated with your driver account, and the city in which you reside.

(b) An email sent by your agent or representative (including your counsel) shall not be effective. Your email may opt out yourself only, and any email that purports to opt out anyone other than yourself shall be void as to any others. Should you not opt out of this Arbitration Provision within the 30-day period, you and Uber shall be bound by the terms of this Arbitration Provision. You will not be subject to retaliation if you exercise your right to opt out of this Arbitration Provision.

(c) Any opt out of this Arbitration Provision does not affect the validity of any other arbitration agreement between you and us. If you opt out of this Arbitration Provision and at the time of your receipt of this Agreement you were bound by an existing agreement to arbitrate disputes arising out of or related to your use of our Platform and Driver App, that existing arbitration agreement will remain in full force and effect.

(d) Neither your acceptance of this Agreement nor your decision to opt out of this Arbitration Provision will affect any obligation you have to arbitrate disputes not specified in this Arbitration Provision pursuant to any other agreement you have with us or any of our subsidiaries or affiliate entities. Likewise, your acceptance of or decision to opt out of any other arbitration agreement you have with us or any of our subsidiaries or affiliate entities shall not affect any obligation you have to arbitrate claims pursuant to this Arbitration Provision.

14.9. Enforcement Of This Arbitration Provision. You have the right to consult with counsel of your choice concerning this Arbitration Provision and to be represented by counsel at any stage during the arbitration process. Except as provided in Sections 14.2 and 14.8 of this Arbitration Provision, and/or unless this Arbitration Provision is deemed invalid, unenforceable, or inapplicable, this Arbitration Provision replaces prior agreements regarding the arbitration of disputes and is the full and complete agreement relating to the formal resolution of disputes covered by this Arbitration Provision. In the event any portion of this Arbitration Provision is deemed unenforceable, the remainder of this Arbitration Provision will be enforceable. This Arbitration Provision will survive the termination of your relationship with us, and it will continue to apply if your relationship with us is ended but later renewed.

By clicking “Yes, I agree,” (a) if accepting on behalf of the Company, the Company expressly acknowledges that it has read, understood, and considered the consequences of this Agreement, it agrees to be bound by the terms of this Agreement, and it is legally competent to enter into this Agreement with Uber and (b) if accepting as a Driver, I expressly acknowledge that I have read, understood, and considered the consequences of this Agreement, that I agree to be bound by the terms of this Agreement, that I have been directed by the Company to enter this Agreement with Uber and that I am legally competent to enter into this Agreement with Uber.

EXHIBIT 3

Committee Staff:
Mark Chen, Senior Legislative Counsel
Theodore Miller, Legislative Analyst
Kevin Kotowski, Senior Policy Analyst
John Basile, Senior Policy Analyst
Adrian Drepaul, Principal Financial Analyst

THE COUNCIL OF THE CITY OF NEW YORK
Andrea Vazquez, Legislative Director

COMMITTEE REPORT OF THE INFRASTRUCTURE DIVISION
Bradley J. Reid, Deputy Director

COMMITTEE ON TRANSPORTATION AND INFRASTRUCTURE
Hon. Selvena N. Brooks-Powers, Chair

December 18, 2025

PROPOSED INT. NO. 276-A: By Council Members Krishnan, Hanif, Lee, Restler, Marte, Brewer, Hudson, Cabán, Abreu, Banks, Ung, Schulman, Sanchez, Ayala, Avilés, Zhuang, Riley, Joseph, Stevens, Hanks, Nurse, De La Rosa, Gutiérrez and Epstein

TITLE: A Local Law to amend the administrative code of the city of New York, in relation to the wrongful deactivation of high-volume for-hire vehicle drivers

ADMINISTRATIVE CODE: Adds a new subchapter 8 of chapter 12 of title 20; and amends sections 20-1204, 20-1207, 20-1208, 20-1209, 20-1211, and 20-1212

PROPOSED INT. NO. 1000-A: By Council Members Brannan, Farías, Narcisse, Banks, Brewer, Nurse, Ossé, Louis, Zhuang, Lee and Schulman

TITLE:	A Local Law in relation to establishing a for-hire vehicles parking pilot program
<u>PROPOSED INT. NO. 1233-A:</u>	By Council Members Bottcher, Krishnan, Ossé, Brannan, Hanif, Brooks-Powers, Narcisse, Holden and Morano
TITLE:	A Local Law to amend the administrative code of the city of New York, in relation to the planting of vegetation on new medians separating bicycle lanes from motorized vehicle traffic
ADMINISTRATIVE CODE:	Adds a new section 19-159.9
<u>PROPOSED INT. NO. 1346-A:</u>	By Council Members Brooks-Powers, Williams, Narcisse, Banks, Louis and Salaam
TITLE:	A Local Law to amend the administrative code of the city of New York, in relation to requiring the department of transportation to study the commuter van industry
ADMINISTRATIVE CODE:	Adds a new section 19-175.9

INTRODUCTION

On December 18, 2025, the Committee on Transportation and Infrastructure, chaired by Majority Whip Selvena N. Brooks-Powers, will conduct a hearing to vote on the following legislation: Proposed Int. No. 276-A, sponsored by Council Member Shekar Krishnan, in relation to the wrongful deactivation of high-volume for-hire vehicle drivers; Proposed Int. No. 1000-A, sponsored by Council Member Justin Brannan, in relation to establishing a for-hire vehicles parking pilot program; Proposed Int. No. 1233-A, sponsored by Council Member Erik Bottcher, in relation to the planting of vegetation on new medians separating bicycle lanes from motorized vehicle traffic; and Proposed Int. 1346-A, sponsored by Council Member Brooks-Powers, in relation to requiring the department of transportation to study the commuter van industry.

A previous version of Proposed Int. No. 276-A was heard at a September 27, 2024 hearing titled: "TLC: For-Hire Vehicles, Commuter Vans and other TLC Licensees." At this hearing, the Committee heard testimony from representatives of the New York City ("NYC" or "City") Taxi and Limousine Commission ("TLC"), taxi medallion owners and drivers, for-hire vehicle ("FHV") drivers, industry advocates, and other interested stakeholders.

A previous version of Proposed Int. No. 1000-A and a previous version of Proposed Int. No. 1346-A were heard at a September 15, 2025 hearing titled: "TLC: Commuter Vans, For-Hire Vehicles, and Licensing in NYC's Evolving Transportation Landscape." At this hearing, the Committee heard testimony from representatives of TLC, NYC Department of Transportation ("DOT"), FHV drivers, industry advocates, and other interested stakeholders.

A previous version of Proposed Int. 1233-A was heard at an October 1, 2025 hearing titled: "Maintaining, Greening, and Enhancing the City's Sidewalks, Medians, and Streetscapes." At this hearing, the Committee heard testimony from representatives of NYC DOT, NYC Department of Parks and Recreation ("DPR"), street safety advocates, stakeholders related to public space, environmental advocates, and other interested stakeholders.

BACKGROUND

PROPOSED INT. NO. 276-A & PROPOSED INT. NO. 1000-A

TLC

TLC, created in 1971, is responsible for the regulation and licensing of: taxicabs, including medallion taxicabs (also known as yellow taxis) and street hail liveries (also known as green or boro taxis); FHVs; commuter vans; and paratransit vehicles.[1] TLC has approximately 600 employees and its Board consists of nine members, eight of whom are unsalaried Commissioners, along with the salaried Commissioner and Chair ("TLC Chair").[2] TLC Chair is the head of the TLC and presides over its public meetings.[3] TLC regulates over 200,000 TLC licensees in NYC.[4]

FHVs

The category of FHVs was historically composed of liveries, corporate black cars, and luxury limousines,[5] however the FHV industry has experienced tremendous changes with the introduction of mobile application-based (app-based) FHVs in the City (including Uber and Lyft,

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[1] N.Y.C. TLC, *About*, https://www1.nyc.gov/site/tlc/about/about-tlc.page.
[2] *Id.*
[3] *Id.*
[4] *Id.*
[5] TLC, *2018 Fact Book,* https://www1.nyc.gov/assets/tlc/downloads/pdf/2018_tlc_factbook.pdf

collectively "the FHV services"). As a result, the number of licensed FHVs increased from approximately 39,700 in 2011[6] to more than 130,000 in March 2018, with TLC issuing licenses to approximately 2,000 new FHVs per month at that time.[7] Ultimately, this led to the City Council's passage of Local Law 147 of 2018,[8] which paused the issuance of new FHV licenses, with an exception for wheelchair-accessible vehicles, and Local Law 149 of 2018, which created a new license category, High-Volume For-Hire Services ("HVFHS"), for TLC-licensed FHV bases that dispatch more than 10,000 trips per day.[9] In 2022, TLC allowed an exemption for an additional 1,000 electric vehicle FHVs.[10] In September 2025, TLC data indicated that there are approximately 105,000 licensed FHVs currently active in the City, as well as roughly 108,000 licensed FHV drivers.[11]

A survey conducted as part of a 2024 TLC report reported that 91% of surveyed drivers were born outside of the United States, and 86% were non-white.[12] Eighty percent of the surveyed drivers relied on driving as their sole source of income, and another 11% reported that it was more

[6] TLC, *2011 Annual Report*, https://www1.nyc.gov/assets/tlc/downloads/pdf/annual_report_2011.pdf
[7] Testimony of Commissioner Joshi before the Committee on For-Hire Vehicles, March 8, 2018 NYC Council Hearing, https://legistar.council.nyc.gov/View.ashx?M=F&ID=5872328&GUID=DB0BCBEA-4B02-468F-B948-512FA842D7EE
[8] Local Law 147, https://legistar.council.nyc.gov/LegislationDetail.aspx?ID=3331789&GUID=6647E630-2992-461F-B3E3-F5103DED0653&Options=ID|Text|
[9] TLC, Businesses, *High-Volume For-Hire Services*, https://www.nyc.gov/site/tlc/businesses/high-volume-for-hire-services.page
[10] TLC, *TLC's Fiscal 2024 Mayor's Management Report,* https://www.nyc.gov/assets/operations/downloads/pdf/mmr2024/tlc.pdf
[11] TLC, *Aggregated Reports: Yellow Taxi, Green Taxi, and For-Hire Vehicle (FHV) Monthly Data*, https://www.nyc.gov/site/tlc/about/aggregated-reports.page (follow "Monthly Data Reports" hyperlink).
[12] *Revised Expense Model for the NYC Taxi and Limousine Commission's High-Volume For-Hire Vehicle Minimum Pay Standard*, Report for the New York City Taxi and Limousine Commissioner at pg. 9, James A. Parrott, Dec. 2024, https://www.nyc.gov/assets/tlc/downloads/pdf/driver_expense_report.pdf.

than half but not all of their income.[13] Sixty-six percent of drivers surveyed were still paying off their vehicle, with 79% of drivers stating that they rented their vehicle primarily to drive for the FHV services.[14] The median car payment for driver-owners of internal combustion engine ("ICE") vehicles was $735 a month and $950 a month for driver-owners of electric vehicles ("EVs"), while median insurance costs was $379 a month ($4,548 annually) for ICE vehicle owners and $396 a month ($4,750 annually) for EVs.[15] Although the report examined other additional operating expenses, these two are relevant to deactivations because they continue to accrue while the driver is temporarily deactivated and no longer operating their vehicle.

An analysis conducted by the Asian American Legal Defense and Education Fund ("AALDEF") of data collected by the New York Taxi Workers Alliance in 2025 similarly found that 95% of drivers relied on their driving income as the main source of income for their family, 69% of drivers were still paying off their vehicle, 88% bought their vehicle for the purpose of working for the FHV services, and that median vehicle expenses were $1,200 a month.[16] FHV drivers are predominantly immigrant and minority populations,[17] with both low and unstable income.[18] Additionally, FHV drivers are also required to invest significant resources up front in order to begin operations, while continuing to accrue monthly expenses even if they are

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[13] *Id.*
[14] *Id.* at pg. 15.
[15] *Id*. at pgs. 25, 27-28.
[16] AALDEF, *Deactivated Without Cause: The Data Behind Unjust Firings of Drivers* at pgs. 14-15, October 28, 2025, https://www.aaldef.org/press-release/aaldef-report-uber-and-lyft-deactivate-nyc-drivers-with-no-notice-no-due-process-and-no/.
[17] *Revised Expense Model for the NYC Taxi and Limousine Commission's High-Volume For-Hire Vehicle Minimum Pay Standard* at pg. 9; Gany, et. al., *Food insecurity among New York City taxi and for-hire vehicle drivers*, Work, May 17, 2023, https://pmc.ncbi.nlm.nih.gov/articles/PMC10191220/#R6
[18] Gany, et. al.

temporarily or permanently prohibited from working for the FHV services.[19]

Deactivations

Uber and Lyft currently have the ability to disable an FHV driver's ability to accept ride dispatches through their Uber or Lyft account, a process known as account deactivation. The FHV services state that reasons a driver may be deactivated include document issues (*i.e.*, an expired license on file), safety issues (including account sharing, unsafe driving, or altercations with passengers), fraudulent activities, and discrimination against passengers.[20]

When a driver is deactivated, they may appeal that deactivation with the FHV service,[21] and may request to be represented by the Independent Drivers Guild ("IDG").[22] Certain deactivations, such as those resulting "appeals related to criminal activity while on the app, like theft or reckless driving … [and] appeals related to physical or sexual altercations," are not subject to appeal with Uber,[23] while Lyft maintains a "zero-tolerance" policy for drug and alcohol related offenses.[24] These policies, in combination with the FHV services' refund policy for passengers,

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[19] *See Revised Expense Model for the NYC Taxi and Limousine Commission's High-Volume For-Hire Vehicle Minimum Pay Standard* at pgs. 25, 27-28; AALDEF at pgs. 14-15.
[20] Uber, *Deactivations*, September 23, 2024, https://www.uber.com/us/en/drive/driver-app/deactivation-review/#our-commitment; Lyft, Deactivations, https://help.lyft.com/hc/en-us/all/articles/7366276697-Deactivations
[21] Uber, *Driver deactivation review panel*, June 29, 2020, https://www.uber.com/blog/new-york-appeals/; Lyft, *Appealing permanent deactivations*, https://help.lyft.com/hc/en-us/all/articles/5354487457-Appealing-permanent-deactivations
[22] IDG, *Deactivation support*, Apr. 11, 2022, https://driversguild.org/benefit/deactivation/; Uber, *Driver deactivation review panel*, June 29, 2020, https://www.uber.com/blog/new-york-appeals/
[23] Uber, *Driver Deactivation Review Panel*, June 29, 2020, https://www.uber.com/blog/new-york-appeals/
[24] Lyft, *Zero-tolerance drug and alcohol policy*, https://help.lyft.com/hc/en-us/all/articles/115012926187

has led to some passengers lodging false complaints to recoup the cost of their ride at the expense of the FHV driver's livelihood.[25]

With respect to the set of appealable deactivations, IDG reports that they have represented approximately 20,000 drivers in the City over the past five years, including 4,800 cases in 2024, and were able to obtain reinstatement for 90% of those drivers, many within days of taking up the appeal.[26] IDG's consistent success at obtaining reinstatement for a large number of drivers each year suggests that a significant number of deactivations either do not stand up to closer scrutiny or could be quickly resolved upon opening a line of communication between the FHV drivers and the FHV services.

In February 2023, the Asian Law Caucus conducted a survey of FHV drivers in California.[27] They reported that two out of three FHV drivers surveyed experienced discrimination, sexual harassment, or other forms of misconduct or customer bias while driving for the FHV services.[28] Half of the drivers who faced racial discrimination from a customer were also reported *by* the customer.[29] Drivers of color were more likely to be deactivated, with 69% of the surveyed drivers of color experiencing some form of deactivation compared to 57% that identified as white.[30] Almost all deactivated FHV drivers experienced some form of hardship as a

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[25] *Uber cracking down on users who give bad ratings to get refunds*, Daniel Miller, Fox TV Digital Team, No. 15, 2023, https://www.fox4news.com/news/uber-crack-down-users-bad-ratings-refunds; *Uber drivers are losing their jobs over fake DUI complaints*, Dara Kerr, CNET, Mar. 16, 2020, https://www.cnet.com/tech/mobile/uber-drivers-are-losing-their-jobs-over-fake-dui-complaints/;
[26] IDG, *Deactivation Representation*, https://driversguild.org/deactivation/
[27] *Fired by An App: The Toll of Secret Algorithms and Unchecked Discrimination on California Rideshare Drivers*, Asian Law Caucus, Feb. 28, 2023, https://www.asianlawcaucus.org/news-resources/guides-reports/fired-by-an-app-report
[28] *Id.* at 6.
[29] *Id.*
[30] *Id.*

result of their deactivation, with 18% losing their vehicle and 12% losing their homes.[31] The Asian Law Caucus recommended requiring just cause for deactivations, providing due process to drivers, and conducting meaningful and transparent investigations into customer complaints in order to address these issues.[32]

In October 2025, AALDEF's report on driver deactivations found that most of the surveyed deactivated drivers were long-time, high-performing drivers with high ratings and no record of misconduct, and were deactivated without prior notice based on vague allegations of "customer complaints."[33] Seventy percent of the drivers for Uber and 76% of the drivers for Lyft reported not receiving any notice prior to deactivation.[34] Forty percent of the drivers for Uber and 33% of the drivers for Lyft reported that when deactivations were due to customer complaints, they were not told when the alleged incident occurred; and 64% of the drivers for Uber and 75% of the drivers for Lyft reported that when deactivations were due to multiple complaints, they were not informed of the earlier complaints prior to deactivation.[35] As a result of being deactivated, the most common consequences experienced by these FHV drivers was an inability to pay rent or afford groceries.[36] To address these issues, AALDEF recommended requiring a just cause framework for deactivation and implementing protections to require transparency and due process for drivers.[37]

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[31] *Id.*
[32] *Id.* at 7.
[33] AALDEF, *Deactivated Without Cause: The Data Behind Unjust Firings of Drivers*, October 28, 2025, https://www.aaldef.org/press-release/aaldef-report-uber-and-lyft-deactivate-nyc-drivers-with-no-notice-no-due-process-and-no/
[34] *Id.* at 7 and 10.
[35] *Id.*
[36] *Id.* at 8 and 11.
[37] *Id.* at 16.

Introduction of a bill to address wrongful deactivations

Int. No. 276 was based upon its predecessor from a prior legislative session, Int. No. 1078 of 2023,[38] which was prepared based on the receipt of numerous complaints from FHV drivers about the arbitrary deactivation of FHV drivers. This is in line with news reporting around the time of Int. 1078 and the years leading up to it of customers lodging false complaints against drivers in order to secure a refund for their trip.[39] Given that FHV drivers could lose their livelihood based upon a false complaint, motivated by either a passenger's financial incentive[40] or racial animus[41] against the predominantly immigrant and racial minority FHV drivers,[42] Int. No. 1078, and its successor, Int. No. 276, were introduced in an attempt to address this problem by requiring just cause or a bona fide economic reason before an FHV driver could be deactivated, requiring notice to the driver prior to deactivation (except in cases where immediate deactivation was warranted), and requiring a meaningful process through which the FHV driver could challenge their deactivation. The bill also provides a 'look-back' provision to provide relief to FHV drivers who were previously subject to wrongful deactivations, and set guardrails when deactivations have to be made for bona fide economic reasons to ensure that the deactivations made during those periods are not arbitrary.

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[38] Introduction 1078-2023, https://legistar.council.nyc.gov/LegislationDetail.aspx?ID=6252775&GUID=F6720790-ED39-4F04-9346-0CCD75E2B555

[39] *Uber cracking down on users who give bad ratings to get refunds*, Daniel Miller, Fox TV Digital Team, No. 15, 2023, https://www.fox4news.com/news/uber-crack-down-users-bad-ratings-refunds; *Uber drivers are losing their jobs over fake DUI complaints*, Dara Kerr, CNET, Mar. 16, 2020, https://www.cnet.com/tech/mobile/uber-drivers-are-losing-their-jobs-over-fake-dui-complaints/;

[40] *Id.*

[41] *See Fired by An App: The Toll of Secret Algorithms and Unchecked Discrimination on California Rideshare Drivers* at pg. 6

[42] *Revised Expense Model for the NYC Taxi and Limousine Commission's High-Volume For-Hire Vehicle Minimum Pay Standard* at pg. 9; Gany, et. al., https://pmc.ncbi.nlm.nih.gov/articles/PMC10191220/#R6

Concerns from Service Providers

When Int. No. 276 was heard on September 27, 2024, both FHV services testified in opposition to the bill. Lyft stated that a 15-day notice requirement for *all* deactivations would "create serious safety hazards for users of the Lyft platform and the public as a whole," and "would make it impossible for Lyft to comply with conflicting regulations that call for drivers to be deactivated immediately."[43] Lyft additionally had concerns that the bill would require that victims be forced to relive traumatic events, and raise privacy concerns if the Department of Worker and Consumer Protection ("DCWP") were permitted to investigate complaints.[44] In addition, Lyft testified that the bill failed to take into account existing deactivation processes already set in place, including through Lyft's partnership with IDG.[45]

Uber requested that TLC, not DCWP, be responsible for overseeing the process set out in Int. No. 276, and that the bill apply equally to all FHV bases and medallion operators.[46] Uber requested that the bill should be revised to only apply to long-term deactivations (30 days or longer), and exclude deactivations caused by regulatory compliance issues.[47] Uber requested that the term "egregious misconduct" be defined to include "conduct that endangers the physical safety of others, intentionally causes economic harm, or is physically or verbally threatening, harassing,

[43] Hearing Testimony 9/27/24, Testimony submitted re: Intro 0276 – Deactivation of FHV drivers, Larry Gallegos for Lyft at pgs. 54-55, Sept. 27, 2024, https://legistar.council.nyc.gov/View.ashx?M=F&ID=13357427&GUID=F4E8C99F-EED7-469B-830E-B340D3E2F3AB.
[44] *Id.*
[45] *Id.*
[46] Hearing Testimony 9/27/24, Comments of Uber USA, LLC re: Int-0276-2024: Wrongful deactivation of high-volume for-hire vehicle drivers, Josh Gold for Uber at pg. 69, Sept. 27, 2024, https://legistar.council.nyc.gov/View.ashx?M=F&ID=13357427&GUID=F4E8C99F-EED7-469B-830E-B340D3E2F3AB.
[47] *Id.*

or abusive," allow for discretionary decision-making outside of the specifically defined categories of conduct, and cover conduct even when the driver is not providing driving services for the FHV service.[48] Uber additionally requested that the pre-deactivation notice period be reduced to 3 days because "[a]llowing drivers who have violated Uber's Platform Access Agreement or Community Guidelines to remain on the platform during a notice period may jeopardize the safety of other users."[49] Uber also testified about the success of their Driver Review Center and partnership with IDG.

Between September 27, 2024 through December 10, 2025, committee staff further engaged with the FHV services, as well as organizations representing various vulnerable passenger populations, to discuss their concerns about Int. No. 276. The primary concern of the organizations representing vulnerable passenger populations was that although the bill already permitted immediate deactivation of drivers who engaged in "egregious misconduct," that term was not defined. The FHV services also continued to request that "egregious misconduct" be defined using specific categories of wrongdoing in order to enable them to easily determine whether a driver's conduct qualified as egregious misconduct, and therefore could be immediately deactivated pursuant to the bill.

As a result of these conversations and in consideration of the public testimony of the FHV services, the bill was amended to define "egregious misconduct" as any "conduct that poses an imminent danger to other persons, including but not limited to violence, threats to engage in

[48] *Id.*
[49] *Id.* at pg. 70.

violence, sexual harassment, or sexual assault" as well as "discrimination in violation of federal, state, or local law," and both account sharing and repeated fraudulent behavior were added to the list of conduct that excuses the FHV service from providing 14 days' notice prior to deactivation. As Uber requested, the term is broadly defined so as to include conduct that occurs outside of the FHV driver's performance of driving services for the FHV service. The umbrella definition of "conduct that poses an imminent danger to other persons" was chosen over Uber's suggestion of conduct that endangers others because Uber's preferred definition would be over-inclusive and could include behavior such as the failure to properly signal a turn that, although it arguably endangers others, does not rise to the level of wrongdoing contemplated by the term "egregious misconduct." In addition, deactivations required by law were excluded from the prohibition against wrongful deactivations to address both FHV services' concerns about regulatory compliance, meaning that an FHV service could immediately deactivate a driver without consequence if TLC rules, or any relevant law, required that result.

The FHV services' concerns about the bill's interaction with their existing appeals process and their relationship with IDG was addressed by removing the DCWP-run arbitration process and instead relying on an "informal resolution process" initiated with the FHV services through an "email address, website, or other form of electronic communication maintained by [the FHV service]," and allowing the driver to be represented throughout this process (and during the DCWP investigation, if there is one).

In addition to these amendments to address the primary concerns of the FHV services (permitting the immediate deactivation of drivers who engage in egregious misconduct, and integrating the bill's process with the FHV services' existing processes), the discussions with the FHV services also yielded other amendments to ease the FHV services' compliance burden. The bill was amended to narrow the data required to be produced to the driver upon deactivation and personally identifiable information was required to be redacted; the definition of "deactivation" was amended to provide additional flexibility for temporary restrictions of access (up to 168 hours a year); and language concerning the consideration of exculpatory evidence was added at the request of the FHV services.

However several requests made by the FHV services during their public testimony could not be accommodated. Uber's request that TLC, not DCWP, be responsible for the oversight contemplated by this bill was rejected based on discussions with the agencies themselves, which both believed DCWP to be the agency better suited for this task. Uber's request that this bill be extended to all FHV bases was rejected because the balance struck by this bill would best fall only on entities defined by TLC rules as high-volume for-hire vehicle services as opposed to every single FHV or medallion operator regardless of size. Uber's request that the bill only concern long-term deactivations could not be addressed because of the potential for abuse if the FHV services were to string together a sequence of 'temporary' deactivations separated by brief moments of re-activation to fall outside of the definition of a 'long-term' or 'permanent' deactivation; however the bill was amended to afford the FHV services greater flexibility, allowing for up to 168 hours of temporary deactivation a year to conduct investigations or for any other reasons. Lyft's concerns about passenger privacy was partially addressed by requiring the redaction of passenger personally identifiable information, but could not be totally addressed because, in the interests of due process, it may be required that the driver be provided information about the specific allegation giving rise to their deactivation (including when and where the driver allegedly engaged in the misconduct).

Outside of their public testimony, the FHV services and other stakeholders made additional requests for amendments that could not be accommodated. Some requests ran counter to the goals of the bill (*e.g.*, requesting that drivers who challenge their deactivations and fail should be subject to civil penalties), or disrupted the careful balance struck by the bill (requesting a standard more deferential to the FHV services when defending a deactivation than preponderance of the evidence). The FHV services frequently requested amendments that, if accommodated, would swallow the bill whole, *e.g.*, permitting any deactivation based on a ground set forth in the terms of service (which could permit deactivations for any reason); allowing any violation of the FHV services' anti-discrimination policy to qualify as egregious misconduct (with no guardrails on what that policy might say); allowing the FHV services' reasonable belief of misconduct to qualify as just cause (which would permit the FHV service to keep a driver deactivated even in the face of a DCWP determination to the contrary); or permitting any number of temporary deactivations so long as three days' notice is provided (allowing the FHV services to constructively permanently deactivate an FHV driver so long as notice is continuously provided), etc.

Proposed Int. No. 1000-A: Public Bathrooms for TLC Drivers

A significant concern of the City's taxi and FHV drivers is their lack of access to restrooms while on duty. Because there are limited places for drivers to safely and legally pull over in high-demand areas of NYC like Manhattan, drivers are often forced to drive to other boroughs just to find a place to take a break, resulting in increased congestion and lost wages.[50] The inability of drivers to reliably find a place to take timely breaks also has serious health and quality of life implications.[51] To address this issue, DOT has been working with TLC and driver advocacy stakeholders to install taxi and FHV relief stands,[52] which allow drivers to park and leave their vehicles for up to one hour to give them the opportunity to use the bathroom.[53] However, the City's relief stands are currently disproportionately available to taxi drivers. Of the 113 relief stands citywide, 43 are for taxis only, with the remaining 70 available to both taxis and FHVs.[54] Of the 70 relief stands in Manhattan, 36 are for taxis only, with the remaining 34 available to both taxis and FHVs.[55] For the roughly 108,000 active FHV drivers in the City,[56] that equates to one relief stand in Manhattan for every 3,176 drivers.

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[50] Independent Drivers Guild, *Manhattan Bathroom Break*, (Feb. 16, 2022), https://driversguild.org/manhattan-bathroom-break/; Peter Saalfield, *Rideshare Drivers With No Place to Go Demand Bathroom Access*, Columbia Journalism School (Oct. 30, 2023), https://columbianewsservice.com/2023/10/30/rideshare-drivers-with-no-place-to-go-demand-bathroom-access/.
[51] Alon Mass et al., *Taxi Cab Syndrome: A Review of the Extensive Genitourinary Pathology Experienced by Taxi Cab Drivers and What We Can Do to Help*, 16 Rev. Urol. 99-104 (2014), https://pmc.ncbi.nlm.nih.gov/articles/PMC4191628/.
[52] David Do, Chair and Comm'r, N.Y.C. TLC, *Testimony Before the City Council Committee on Transportation and Infrastructure*, 3 (Sept. 15, 2025).
[53] N.Y.C. DOT, *Taxi and For-Hire Vehicle Relief Stands*, https://www.nyc.gov/html/dot/html/motorist/taxirelief.shtml.
[54] N.Y.C. DOT, *Taxi and For Hire Vehicle Relief Stands Dataset,* N.Y.C. OpenData (last updated Dec. 1, 2025), https://data.cityofnewyork.us/Transportation/Taxi-and-For-Hire-Vehicle-FHV-Relief-Stands/vqu8-xef9/about_data.
[55] *Id*.
[56] TLC, *Aggregated Reports: Yellow Taxi, Green Taxi, and For-Hire Vehicle (FHV) Monthly Data*, https://www.nyc.gov/site/tlc/about/aggregated-reports.page (follow "Monthly Data Reports" hyperlink).

<u>PROPOSED INT. NO. 1233-A</u>

Department of Transportation

DOT's mission is to provide for the safe, equitable, and sustainable movement of people and goods in NYC, while creating public spaces that strengthen the City's communities.[57] The agency's vision is a transportation system that provides equitable mobility for all residents and visitors, while also being environmentally sustainable and built to adapt to the threat of climate change.[58] DOT is responsible for a significant amount of the City's public infrastructure, which includes planning, design, construction, maintenance, and management of roads, sidewalks, bridges, traffic signals, and signs.[59] DOT has an annual operating budget of $1.5 billion and a 10-year $33.5 billion capital program, with nearly 6,000 employees.[60] Overall, DOT manages: 6,300 miles of streets and highways; over 12,000 miles of sidewalk; approximately 800 bridges and tunnels; over one million street signs; 13,500 signalized intersections; nearly 400,000 streetlights; over 350 million linear feet of markings; 15,000 parking meters and 37 parking facilities; and the Staten Island Ferry.[61] DOT also is responsible for smaller-scale public realm elements located on City sidewalks and streets such as lampposts, medians, bicycle lane barriers, and traffic calming measures that impacts public safety, climate resiliency, and quality of life.

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[57] N.Y.C. DOT, *About DOT*, https://www1.nyc.gov/html/dot/html/about/about.shtml.
[58] *Id.*
[59] *Id.*
[60] *Id.*
[61] *Id.*

Medians

According to the Federal Highway Administration ("FHWA"), a median "is the area between opposing lanes of traffic, excluding turn lanes."[62] In urban and suburban areas, medians "can be defined by pavement markings, raised medians, or islands to separate motorized and nonmotorized road users."[63] These medians may include trees or plantings to create natural barriers and make neighborhoods more environmentally sustainable and appealing.[64]

In the City, DOT utilizes medians, raised medians, and pedestrian safety islands (also known as "pedestrian refuge islands") to improve pedestrian safety at specific roadways.[65] Such medians are primarily utilized along roadways or extended through intersections to prevent left-turns and through-movements to and from intersection streets.[66] Pedestrian refuge islands provide pedestrians and cyclists with access to the median.[67]

According to DOT, the planting of trees and other vegetation within medians has been shown to provide significant benefits—enhancing pedestrian safety, improving environmental quality, and beautifying the streetscape.[68] While DOT currently coordinates with DPR to support such planting as part of its work,[69] DOT is not required to facilitate planting within newly constructed medians.

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[62] Federal Highway Administration, *Proven Safety Measures, Medians and Pedestrian Refuge Islands in Urban and Suburban Areas*, https://highways.dot.gov/safety/proven-safety-countermeasures/medians-and-pedestrian-refuge-islands-urban-and-suburban-areas.
[63] *Id.*
[64] *Id.*
[65] N.Y.C. DOT, *Street Design Manual: Median Barrier*, https://www.nycstreetdesign.info/geometry/median-barrier.
[66] *Id.*
[67] *Id.*
[68] Margaret Forgione, First Deputy Comm'r, N.Y.C. DOT, *Testimony Before the City Council Committee on Transportation and Infrastructure*, 5 (Oct. 1, 2025).
[69] *Id.*

PROPOSED INT. NO. 1346-A

Commuter Vans

Commuter vans are a subclassification of common carriers with a seating capacity of at least nine but no more than twenty passengers, and that transport those passengers between a residential neighborhood and a work related central location, mass transit facility, shopping center, recreational facility, or airport.[70] Commuter vans first became popular in 1980 during a New York transit strike and have continued to be popular in some outer borough neighborhoods,[71] offering an affordable mode of transportation for residents that are underserved by traditional FHVs and mass transit.[72] However, commuter vans have also been the source of various community complaints over the years, including passengers littering while waiting to be picked up, increased traffic congestion, and double parking.[73] As of Calendar Year 2024, there were 12 authorized commuter van bases, which together operate 38 licensed vehicles with 59 licensed commuter van drivers.[74] This figure represents a significant decline from 2014, when there were 48 bases, 534 vehicles, and 289 licensed drivers.[75]

In addition to licensed commuter vans, unlicensed commuter vans are also prevalent in some neighborhoods in the City. Unlicensed commuter vans provide similar services as licensed

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[70] Ad. Code § 19-502.
[71] Kimiko de Freytas-Tamura, *Can 'Scooby Doo' and the Rest of the Dollar Vans Go High-Tech?,* New York Times, (Dec. 11, 2019), https://www.nytimes.com/2019/12/11/nyregion/dollar-van-app-nyc-dollaride.html.
[72] N.Y.C TLC, Commuter Van Decal Rule, (Jul. 16, 2015), https://www.nyc.gov/assets/tlc/downloads/pdf/newly_passed_rule_commuter_van_decal.pdf.
[73] *Id.*
[74] N.Y.C TLC, *New York City Taxi and Limousine Commission 2024 Annual Report,* (Jan. 2025), ://www.nyc.gov/assets/tlc/downloads/pdf/annual_report_2024.pdf.
[75] N.Y.C TLC, *New York City Taxi and Limousine Commission 2014 Annual Report,* (Jan. 2025), https://www.nyc.gov/assets/tlc/downloads/pdf/annual_report_2014.pdf.

commuter vans, but operate without the safety and consumer protection safeguards that TLC-licensed commuter vans are bound by, such as insurance and inspection requirements, as well as driver licensing requirements including background checks and drug testing.[76] According to the New York Times, as of 2019, nearly three-quarters of commuter van drivers in the City were operating illegally .[77] However, TLC has stated that the number of unlicensed commuter vans in operation is unknown.[78] Overall, data from TLC's Commuter Van Safety Study for Calendar Year 2023 indicated that over 93% of the 75 safety-related violations issued by TLC in Calendar Year 2023 were for violations related to unlicensed operation of a commuter van.[79] In an effort to reduce the number of unlicensed commuter vans operating in the City, TLC utilizes TLC enforcement agents and partners with the NYC Police Department ("NYPD") and the NYC Sheriff.[80] In total, in Calendar Year 2023, TLC seized four commuter vans, all of which were returned to their owners after a vehicle retention hearing at OATH.[81]

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[76] 35 RCNY § 57-04

[77] Kimiko de Freytas-Tamura, *Can 'Scooby Doo' and the Rest of the Dollar Vans Go High-Tech?,* New York Times (Dec. 11, 2019), https://www.nytimes.com/2019/12/11/nyregion/dollar-van-app-nyc-dollaride.html.

[78] *Id.*

[79] N.Y.C. TLC, *Commuter Van Safety Study for Calendar Year 2023,* (Jun. 28, 2024), https://www.nyc.gov/assets/tlc/downloads/pdf/commuter_van_safety_study_2023.pdf.

[80] *Id.*

[81] *Id.*

LEGISLATIVE ANALYSIS

Below are brief summaries of the legislation being heard today by this Committee. These summaries are intended for informational purposes only and do not substitute for legal counsel. For more detailed information, review the full text of the bills, which are included below.

Proposed Int. No. 276-A, A Local Law to amend the administrative code of the city of New York, in relation to the wrongful deactivation of high-volume for-hire vehicle drivers

Proposed Int. No. 276-A would prohibit HVFHSs from deactivating their drivers except if there is just cause or a bona fide economic reason for the deactivation, or if the deactivation is required by law. Just cause means that the driver engaged in egregious misconduct, or other misconduct that is demonstrably and materially harmful to the business interests of the FHV services. Egregious misconduct means conduct that poses an imminent danger to other persons, including but not limited to violence, threats of violence, sexual harassment or assault, as well as discrimination in violation of the law. A bona fide economic reason means that the FHV services experienced a reduction in sales or profit.

When the underlying cause for a deactivation is alleged egregious misconduct, account sharing, or fraud, the driver may be deactivated immediately. If the underlying cause is a bona fide economic reason, the driver must be provided 120 days' notice. For all other deactivations, the driver is required to be provided 14 days' notice of their deactivation. The notice must explain the reasons for the deactivation and provide the driver with an opportunity to submit evidence contesting the deactivation.

Upon being deactivated, the driver must be permitted to challenge the deactivation through an informal process by reaching out to the FHV service through a website, email, or other electronic means. The driver may be represented as part of this process. The driver may also request that DCWP investigate their deactivation. If the deactivation is determined to be wrongful, the driver may be entitled to relief including but not limited to reinstatement and back pay.

This bill would also permit drivers who were previously deactivated by FHV services to seek reinstatement if their deactivations were wrongful, although the FHV services are not required to immediately reinstate the drivers if they are not currently accepting new drivers. Any such drivers that would be entitled to reinstatement would be put on a waitlist.

This bill would also require that the FHV services provide information about deactivations to DCWP in order to oversee the implementation of this program.

This local law would take effect 180 days after it becomes law.

Proposed Int. No. 1000-A, A Local Law in relation to establishing a for-hire vehicles parking pilot program

Proposed Int. No. 1000-A would require DOT to establish a pilot program to allow FHVs to park in commercial parking meter areas. The pilot program would have a 1-year duration, but could be extended by an additional 180 days if DOT determines that such an extension would promote the public interest. DOT would also be required to submit a report on the effects of the pilot program.

This local law would take effect immediately and expire and be deemed repealed 1 year after the submission of the report required by this local law.

Proposed Int. No. 1233-A, A Local Law to amend the administrative code of the city of New York, in relation to the planting of vegetation on new medians separating bicycle lanes from motorized vehicle traffic

Proposed Int. No. 1233-A would require DOT to build any new medians separating bicycle lanes from motorized vehicle traffic to accommodate the planting of trees and other vegetation, based on feasibility determinations made by DOT, in consultation with DPR. DPR would be required to plant, or permit to be planted, trees and other vegetation in the new medians accordingly. DOT would also be required to post information online regarding the long-term cleaning and maintenance responsibilities of such medians.

This local law would take effect 270 days after it becomes law.

Proposed Int. No. 1346-A, A Local Law to amend the administrative code of the city of New York, in relation to requiring the department of transportation to study the commuter van industry

Proposed Int. No. 1346-A would require DOT to study the licensed and unlicensed vans that make up NYC's commuter van industry. DOT would be required to study the service areas and ridership of commuter vans, survey commuter van passengers about their use of commuter vans and other forms of transportation, including public transit, and report on areas where commuter vans interfere with buses, pedestrians, and delivery zones. DOT would be required to complete this study by July 1, 2027 and every four years thereafter. The DOT commissioner may discontinue the study after October 1, 2039, if the commissioner determines that future studies are no longer necessary.

This local law would take effect immediately.

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Proposed Int. No. 276-A

By Council Members Krishnan, Hanif, Lee, Restler, Marte, Brewer, Hudson, Cabán, Abreu, Banks, Ung, Schulman, Sanchez, Ayala, Avilés, Zhuang, Riley, Joseph, Stevens, Hanks, Nurse, De La Rosa, Gutiérrez and Epstein

A Local Law to amend the administrative code of the city of New York, in relation to the wrongful deactivation of high-volume for-hire vehicle drivers

Be it enacted by the Council as follows:

Section 1. Subdivision a of section 20-1204 of the administrative code of the city of New York, as added by local law number 107 for the year 2017, is amended to read as follows:

a. No person shall take any adverse action against an employee or high-volume for-hire vehicle driver that penalizes such employee or high-volume for-hire vehicle driver for, or is reasonably likely to deter such employee or high-volume for-hire vehicle driver from, exercising or attempting to exercise any right protected under this chapter. Taking an adverse action includes threatening, intimidating, disciplining, discharging, demoting, suspending or harassing an employee or high-volume for-hire vehicle driver, reducing the hours or pay of an employee or high-volume for-hire vehicle driver, informing another employer or high-volume for-hire vehicle service that an employee or high-volume for-hire vehicle driver has engaged in activities protected by this chapter, and discriminating against the employee or high-volume for-hire vehicle driver, including actions related to perceived immigration status or work authorization. An employee or high-volume for-hire vehicle driver need not explicitly refer to this chapter or the rights enumerated herein to be protected from retaliation.

§ 2. Paragraphs 1 and 2 of subdivision b of section 20-1207 of the administrative code of the city of New York, as amended by local law number 80 for the year 2020, are amended to read as follows:

1. Any person, including any organization, alleging a violation of this chapter may file a complaint with the department within two years of the date the person knew or should have known of the alleged violation, except that (i) a complaint alleging a violation of section 20-1282 or section 20-1283 may be filed only by the deactivated high-volume for-hire vehicle driver or by a representative of such high-volume for-hire vehicle driver, provided that the high-volume for-hire vehicle driver has agreed to such representation and (ii) a complaint alleging a violation of section 20-1283 may be filed within one year after the effective date of the local law that added subchapter 8 of this chapter.

2. Upon receiving such a complaint, the department shall investigate it, except that upon receiving a complaint alleging a violation of any provision of subchapter 8 of this chapter, the department shall, if resources permit, investigate the complaint.

§ 3. Paragraph 5 of subdivision b of section 20-1207 of the administrative code of the city of New York, as amended by local law number 80 for the year 2020, is amended to read as follows:

5. The department shall keep the identity of any complainant confidential unless disclosure is necessary to resolve the investigation or is otherwise required by law, except that for complaints alleging violations of section 20-1282 or 20-1283, the department shall provide notice of the complaint and the identity of the complainant to the high-volume for-hire vehicle service as soon

as practicable. The department shall, to the extent practicable, notify such complainant that the department will be disclosing the complainant's identity before such disclosure.

§ 4. The section heading of section 20-1208 of the administrative code of the city of New York, as added by local law 107 for the year 2017, is amended to read as follows:

§ 20-1208 Specific administrative remedies [for employees or former employees].

§ 5. Subdivision c of section 20-1208 of the administrative code of the city of New York, as added by local law number 107 for the year 2017 and redesignated by local law number 2 for the year 2021, is redesignated subdivision e and amended and new subdivisions c and d are added to such section to read as follows:

c. 1. For each violation by a high-volume for-hire vehicle service of section 20-1282 or 20-1283, the department shall order reinstatement or restoration of access to the driver platform of such high-volume for-hire vehicle service by such high-volume for-hire vehicle driver, unless waived by such high-volume for-hire vehicle driver.

2. For each violation by a high-volume for-hire vehicle service of section 20-1282 the department shall order the payment of back pay to the wrongfully deactivated high-volume for-hire vehicle driver, and such back pay shall be equal to the amount such high-volume for hire vehicle driver would have normally earned or received from such high-volume for-hire vehicle service during the period of a wrongful deactivation if such wrongful deactivation had not occurred, provided that:

(a) The department may subtract any additional amounts earned or received by such high-volume for-hire vehicle driver from other work during such period in excess of what such high-volume for-hire vehicle would have normally earned or received from other work if such deactivation had not occurred;

(b) For purposes of this paragraph, the amount a high-volume for-hire vehicle driver would have normally earned or received from a high-volume for-hire vehicle service or other work over a period of deactivation shall be determined based on the average daily amount such high-volume for-hire vehicle driver earned or received from such high-volume for-hire vehicle service or such other work over a reasonably comparable period;

(c) Notwithstanding any provision of this subdivision to the contrary, where a violation of section 20-1282 arises from an allegation of egregious misconduct that was not substantiated, back pay shall not accrue until 15 days after the date of deactivation of a high-volume for-hire vehicle driver; and

(d) The department may adjust the amount of back pay owed to a high-volume for-hire vehicle driver, as appropriate, based on a failure by such high-volume for-hire vehicle driver to make a reasonable effort to mitigate any loss of income, provided that a high-volume for-hire vehicle service shall have the burden of proving by a preponderance of the evidence that a driver failed to make a reasonable effort to mitigate;

d. For violations of this chapter, the department may grant the following relief to a high-volume for-hire vehicle driver or former high-volume for-hire vehicle driver:

1. All compensatory damages and other relief required to make such high-volume for-hire vehicle driver or former high-volume for-hire vehicle driver whole;

2. An order directing a high-volume for-hire vehicle service to comply with the requirements set forth in subchapter 8 of this chapter;

3. For each violation of section 20-1204,

(a) Any equitable relief appropriate under the circumstances, including rescission of any discipline issued, reinstatement of any deactivated high-volume for-hire vehicle driver, and payment of back pay for any loss of pay or benefits resulting from discipline or other action taken in violation of section 20-1204;

(b) $500 for each violation not involving deactivation, as such term is defined in section 20-1281; and

(c) $2,500 for each violation involving deactivation, as such term is defined in section 20-1281;

4. For each violation of 20-1282, $500, rescission of any discipline issued, and any other equitable relief as may be appropriate;

5. For each violation of subdivision c of section 20-1284, $500;

6. For each violation of section 20-1286, $500; and

7. For each violation of section 20-1289, $500.

e. The relief authorized by this section shall be imposed on a per employee or high-volume for-hire vehicle driver and per instance basis for each violation.

§ 6. Section 20-1209 of the administrative code of the city of New York, as added by local law 107 for the year 2017, is amended to read as follows:

§ 20-1209 Specific civil penalties payable to the city. a. For each violation of this chapter, except for any violation of section 20-1283, an employer or high-volume for-hire vehicle service is liable for a penalty of $500 for the first violation and, for subsequent violations that occur within two years of any previous violation of this chapter, up to $750 for the second violation and up to $1,000 for each succeeding violation.

b. The penalties imposed pursuant to this section shall be imposed on a per employee or high-volume for-hire vehicle driver and per instance basis for each violation.

§ 7. Section 20-1211 of the administrative code of the city of New York, as added by local law number 107 for the year 2017, subdivision a as amended, subdivision c as added, and subdivisions d and e as redesignated by local law number 2 for the year 2021, is amended to read as follows:

§ 20-1211 Private cause of action. a. Claims. Any person, including any organization, alleging a violation of the following provisions of this chapter may bring a civil action, in accordance with applicable law, in any court of competent jurisdiction:

1. Section 20-1204;

2. Section 20-1221;

3. Subdivisions a and b of section 20-1222;

4. Section 20-1231;

5. Subdivisions a, b, d, f and g of section 20-1241;

6. Section 20-1251;

7. Subdivisions a and b of section 20-1252; [and]

8. Section 20-1272;

9. Section 20-1282;

10. Section 20-1283;

11. Section 20-1284;

12. Section 20-1286; and

13. Section 20-1289.

b. Remedies. Such court may order compensatory, injunctive and declaratory relief, including the following remedies for violations of this chapter:

1. Payment of schedule change premiums withheld in violation of section 20-1222;

2. An order directing compliance with the recordkeeping, information, posting and consent requirements set forth in sections 20-1205, 20-1206 and 20-1221;

3. Rescission of any discipline issued in violation of section 20-1204;

4. Reinstatement of any employee or high-volume for-hire vehicle driver terminated in violation of section 20-1204;

5. Payment of back pay for any loss of pay or benefits resulting from discipline or other action taken in violation of section 20-1204;

6. Other compensatory damages and any other relief required to make the employee or high-volume for-hire vehicle driver whole; and

7. Reasonable attorney's fees and costs.

c. For each violation of section 20-1272, 20-1282, or 20-1283, the court shall order reinstatement or restoration of hours of the fast food employee or reinstatement or restoration of the driver platform access of the high-volume for-hire vehicle driver, unless waived by the fast food employee or high-volume for-hire vehicle driver, and shall order the fast food employer or high-volume for-hire vehicle service to pay the reasonable attorneys' fees and costs of the fast food employee or high-volume for-hire vehicle driver. [The] For each violation of section 20-1272 or 20-1282, the court may, in addition, grant the following relief: $500 [for each violation], an order directing compliance with section 20-1272 or 20-1282, rescission of any discipline issued, payment of back pay for any loss of pay or benefits resulting from the wrongful discharge or deactivation, punitive damages, and any other equitable relief as may be appropriate. For each violation of 20-1282, the court shall order back pay to be determined as set out in paragraph 2 of subdivision c of section 20-1208.

d. Statute of limitations. A civil action under this section shall be commenced within two years of the date the person knew or should have known of the alleged violation, except that for a violation of section 20-1283, a civil action shall be commenced within one year after the effective date of the local law that added subchapter 8 of this chapter.

e. Relationship to department action.

1. Any person filing a civil action shall simultaneously serve notice of such action and a copy of the complaint upon the department. Failure to so serve a notice does not adversely affect any plaintiff's cause of action.

2. An employee or high-volume for-hire vehicle driver need not file a complaint with the department pursuant to subdivision b of section 20-1207 before bringing a civil action; however,

no person shall file a civil action after filing a complaint with the department based on the same facts unless such complaint has been withdrawn or dismissed without prejudice to further action.

3. No person shall file a complaint with the department after filing a civil action based on the same facts unless such action has been withdrawn or dismissed without prejudice to further action.

4. The commencement or pendency of a civil action by an employee or a high-volume for-hire vehicle driver does not preclude the department from investigating the employer or the high-volume for-hire vehicle service, or commencing, prosecuting or settling a case against the employer or the high-volume for-hire vehicle service based on some or all of the same violations.

§ 8. Subdivisions a and c of section 20-1212 of the administrative code of the city of New York, subdivision a as amended by local law number 2 for the year 2021 and subdivision c as added by local law number 107 for the year 2017, are amended to read as follows:

a. Cause of action.

1. Where reasonable cause exists to believe that an employer or high-volume for-hire vehicle service is engaged in a pattern or practice of violations of this chapter, the corporation counsel may commence a civil action on behalf of the city in a court of competent jurisdiction.

2. The corporation counsel shall commence such action by filing a complaint setting forth facts relating to such pattern or practice and requesting relief, which may include injunctive relief, relief [for employees] set forth in section 20-1208, civil penalties set forth in section 20-1209, and any other appropriate relief.

3. Such action may be commenced only by the corporation counsel or such other persons designated by the corporation counsel.

c. Civil penalty. In any civil action commenced pursuant to subdivision a of this section, the trier of fact may impose [a] an additional civil penalty of not more than $15,000 for a finding that an employer or high-volume for-hire vehicle service has engaged in a pattern or practice of violations of this chapter. Any civil penalty so recovered shall be paid into the general fund of the city.

§ 9. Chapter 12 of title 20 of the administrative code of the city of New York is amended by adding a new subchapter 8 to read as follows:

SUBCHAPTER 8

WRONGFUL DEACTIVATION OF HIGH VOLUME FOR-HIRE VEHICLE DRIVERS

§ 20-1281 Definitions. As used in this subchapter, the following terms have the following meanings:

Account sharing. The term "account sharing" means permitting another person to use the high-volume for-hire vehicle driver's taxi and limousine commission driver's license, technology system login credentials, or driver platform login credentials, while performing driving services for a high-volume for-hire vehicle service.

Deactivation. The term "deactivation" means: (i) an indefinite or permanent discharge, termination, or layoff of a high-volume for-hire vehicle driver; or (ii) a revocation or restriction of a high-volume for-hire vehicle driver's authorization to accept trips on a driver platform that is either continuously in effect for at least 72 hours or consists of multiple periods of revocation or restriction that total at least 168 hours within a 1-year period.

Driver platform. The term "driver platform" means the driver-facing application or other application, service, website, or system used by a high-volume for-hire vehicle driver by which a high-volume for-hire vehicle service dispatches or facilitates the dispatching of passenger trips to such driver for compensation.

Driving performance data. The term "driving performance data" means any data regarding a high-volume for hire vehicle driver's operation of a for-hire vehicle, including, but not limited to, data recording a high-volume for-hire vehicle driver's rates of acceleration, deceleration, braking, speed, road movements, or any other electronic monitoring of driving performance.

Egregious misconduct. The term "egregious misconduct" means (i) conduct that poses an imminent danger to other persons, including but not limited to violence, threats to engage in violence, sexual harassment, or sexual assault or (ii) discrimination in violation of federal, state, or local law.

High-volume for-hire vehicle driver. The term "high-volume for-hire vehicle driver" means a driver who performs driving services for a high-volume for-hire vehicle service, or who performs driving services for a third-party as a result of receiving a dispatch or referral from a high-volume for-hire vehicle service.

High-volume for-hire vehicle service. The term "high-volume for-hire vehicle service" has the same meaning as set forth in subdivision gg of section 19-502.

Just cause. The term "just cause" means that the high-volume for-hire vehicle driver engaged in egregious misconduct, failed to satisfactorily perform their job duties, or engaged in any other misconduct that is demonstrably and materially harmful to the high-volume for-hire vehicle service's legitimate business interests.

Prior deactivation. The term "prior deactivation" means a deactivation that occurred during the 7 years prior to the effective date of the local law that added this subchapter.

Probation period. The term "probation period" means a period of 30 calendar days beginning on the first date that a high-volume for-hire vehicle driver performs driving services for a high-volume for-hire vehicle service.

Progressive discipline. The term "progressive discipline" means a disciplinary system that provides for a graduated range of reasonable disciplinary measures, including but not limited to warnings and further training requirements, in response to a high-volume for-hire vehicle driver's misconduct or failure to satisfactorily perform job duties for a high-volume for-hire vehicle service, with the type of disciplinary measure varying based on the frequency and degree of such misconduct or failure.

§ 20-1282 Prohibition on wrongful deactivation. a. A high-volume for-hire vehicle service shall not deactivate a high-volume for-hire vehicle driver after such high-volume for-hire vehicle driver's probation period with such service except for just cause, for a bona fide economic reason, as described in section 20-1284, or where federal, state, or local law or rule requires such high-volume for-hire vehicle service to deactivate such high-volume for-hire vehicle driver.

b. In determining whether a high-volume for-hire vehicle service has deactivated a high-volume for-hire vehicle driver for just cause, a fact-finder shall consider, in addition to any other relevant factors, whether:

1. Such high-volume for-hire vehicle driver knew or should have known of such high-volume for-hire vehicle service's policy, rule, or practice that forms a basis for progressive discipline or such deactivation and knew or should have known of the potential consequences for violation of such policy, rule, or practice;

2. Such high-volume for-hire vehicle service's policy, rule, or practice that forms a basis for progressive discipline or such deactivation is reasonably related to safe and efficient high-volume for-hire vehicle service operations;

3. Such high-volume for-hire vehicle service provided relevant and adequate training to such high-volume for-hire vehicle driver;

4. Such high-volume for-hire vehicle service's policy, rule or practice that forms a basis for such deactivation, including the utilization of progressive discipline, was reasonable and applied consistently;

5. Such high-volume for-hire vehicle service undertook a fair and objective investigation into the high-volume for-hire vehicle driver's job performance as well as their misconduct or failure to satisfactorily perform job duties;

6. Such deactivation is a reasonable response to such high-volume for-hire vehicle driver's job performance as well as their misconduct or failure to satisfactorily perform job duties and

accounts for any mitigating circumstances, including but not limited to such high-volume for-hire vehicle driver's past work history; and

7. Such high-volume for-hire vehicle driver violated the policy, rule or practice or engaged in any misconduct or failure to satisfactorily perform job duties that forms a basis for progressive discipline or such deactivation.

c. Except where deactivation is for alleged egregious misconduct, a deactivation of a high-volume for-hire vehicle driver shall not be considered based on just cause unless a high-volume for-hire vehicle service demonstrates that:

1. Such high-volume for-hire vehicle service has utilized progressive discipline; provided, however, that such high-volume for-hire vehicle service may not rely on progressive discipline issued more than 1 year before such deactivation; and

2. Such high-volume for-hire vehicle service had a written policy on progressive discipline that was in effect and was provided to such high-volume for-hire vehicle driver.

d. A high-volume for-hire vehicle service shall provide the high-volume for-hire vehicle driver with notice of an impendent deactivation 14 days in advance of the impending deactivation, except that (i) where a deactivation of a high-volume for-hire vehicle driver is for a bona fide economic reason, as described in section 20-1284, a high-volume for-hire vehicle service must provide, in a form and manner designated by the department, an advance notice of layoff to such high-volume for-hire vehicle driver at least 120 days prior to such deactivation, and (ii) advance notice is not required where a deactivation is for egregious misconduct, account sharing, or if there is a pattern of repeated fraudulent behavior. Such advance notice shall state all the precise and detailed reasons for and the effective date of such deactivation. Such advance notice shall include information about: (i) such high-volume for-hire vehicle driver's right to challenge such deactivation as unlawful pursuant to this subchapter; (ii) how such high-volume for-hire vehicle driver may initiate an informal resolution process with such high-volume for-hire vehicle service pursuant to section 20-1287; (iii) the opportunity for such high-volume for-hire vehicle driver to submit evidence to substantiate a challenge to such deactivation; (iv) such high-volume for-hire vehicle driver's right to file a complaint with the department, or initiate a private action; and (v) eligible high-volume for-hire vehicle drivers' rights to access unemployment insurance.

e. Within 5 days after deactivating a high-volume for-hire vehicle driver for egregious misconduct, account sharing, or if there is a pattern of repeated fraudulent behavior, a high-volume for-hire vehicle service shall provide, in a form and manner designated by the department, a notice of deactivation to such high-volume for-hire vehicle driver which contains a written explanation of all the precise and detailed reasons for such deactivation and the effective date of such deactivation. Such notice shall include information about: (i) such high-volume for-hire vehicle driver's right to challenge such deactivation as unlawful pursuant to this subchapter; (ii) how such high-volume for-hire vehicle driver may initiate an informal resolution process with such high-volume for-hire vehicle service pursuant to section 20-1287; (iii) the opportunity for such high-volume for-hire vehicle driver to submit evidence to substantiate a challenge to such deactivation; (iv) such high-volume for-hire vehicle driver's right to file a complaint with the department, or initiate a private action; and (v) eligible high-volume for-hire vehicle drivers' rights to access unemployment insurance.

f. This section shall not apply to any deactivation that occurred prior to the effective date of the local law that added this section.

§ 20-1283 Prior deactivations. a. Within 1 year after the effective date of the local law that added this section, a high-volume for-hire vehicle driver who was subject to a prior deactivation by a high-volume for-hire vehicle service may petition such high-volume for-hire vehicle service for reinstatement or restoration of access to such high-volume for-hire vehicle service's driver platform. Within 30 days after receipt of such petition, such high-volume for-hire vehicle service shall reinstate or restore such high-volume for-hire vehicle driver's access to such driver platform, unless such prior deactivation occurred during the probation period or was for just cause, for a bona fide economic reason, as described in section 20-1284, or required by federal, state, or local law or rule.

b. In determining whether a prior deactivation of a high-volume for-hire vehicle driver by a high-volume for-hire vehicle service was for just cause, a fact-finder shall consider, in addition to any other relevant factors, whether:

1. Such high-volume for-hire vehicle driver knew or should have known of such high-volume for-hire vehicle service's policy, rule, or practice that formed a basis for such prior deactivation and knew or should have known of the potential consequences for violation of such policy, rule or practice;

2. Such high-volume for-hire vehicle service's policy, rule, or practice that formed a basis for such prior deactivation was reasonably related to safe and efficient high-volume for-hire vehicle service operations;

3. Such high-volume for-hire vehicle service's policy, rule or practice that formed a basis for such prior deactivation was reasonable and applied consistently;

4. Such prior deactivation was a reasonable response to such high-volume for-hire vehicle driver's job performance as well as their misconduct or failure to satisfactorily perform job duties and accounted for any mitigating circumstances, including, but not limited to, such high-volume for-hire vehicle driver's past work history;

5. Such high-volume for-hire vehicle driver violated the policy, rule, or practice or committed the misconduct or failure to satisfactorily perform job duties that formed a basis for such prior deactivation; and

6. Such high-volume for-hire vehicle service considered any exculpatory evidence or other facts indicating that such high-volume for-hire vehicle driver did not violate such high-volume for-hire vehicle service's policy, rule or practice.

c. If a high-volume for-hire vehicle service does not reinstate or restore access of a high-volume for-hire vehicle driver who was subject to a prior deactivation to such high-volume for-hire vehicle service's driver platform within 30 days after receipt of a petition pursuant to subdivision a of this section, such high-volume for-hire vehicle service shall provide a written explanation, in a form and manner designated by the department, to such high-volume for-hire vehicle driver of all the precise and detailed reasons for such prior deactivation. Such written explanation shall include information about: (i) such high-volume for-hire vehicle driver's right to challenge such prior deactivation as unlawful pursuant to this subchapter; (ii) how such high-volume for-hire vehicle driver may initiate an informal resolution process with the high-volume for-hire vehicle service pursuant to section 20-1287; (iii) the opportunity of such high-volume for-hire vehicle driver to submit evidence to substantiate a challenge to such prior deactivation; (iv) such high-volume for-hire vehicle driver's right to file a complaint with the department, or initiate a private action; and (v) how a high-volume for-hire vehicle driver may apply for unemployment benefits.

d. Notwithstanding any other provision of this section, a high-volume for-hire vehicle service may decline to immediately reinstate or restore access to such high-volume for-hire vehicle service's driver platform to a high-volume for-hire vehicle driver whose access is required to be reinstated or restored pursuant to subdivision a of this section if such high-volume for-hire vehicle service is not providing access to such driver platform to any new high-volume for-hire vehicle driver, and has not provided such access during the 3 months prior to the effective date of the local law that added this section. Where such high-volume for-hire vehicle service declines to immediately reinstate or restore access to such driver platform pursuant to this subdivision, such high-volume for-hire vehicle service shall maintain a waitlist of high-volume for-hire vehicle drivers whose access to such driver platform is required to be reinstated or restored pursuant to subdivision a of this section and reinstate or restore such high-volume for-hire vehicle drivers' access to such driver platform, in the order in which such high-volume for-hire vehicle drivers were placed on such waitlist, provided that any such driver meets the minimum requirements that apply to all current high-volume for-hire vehicle drivers for such high-volume for-hire vehicle service, prior to providing any other new high-volume for-hire vehicle driver access to such driver platform.

§ 20-1284 Bona fide economic reasons. a. A deactivation, including a prior deactivation, shall not be considered based on a bona fide economic reason unless supported by a high-volume for-hire vehicle service's business records demonstrating that such deactivation is in response to: (i) a proportionate reduction in volume of sales or profit within the fiscal quarter prior to the issuance of a notice of layoff required by subdivision d of section 20-1282; or (ii) a high-volume for-hire vehicle service discontinuing its driving services in the city.

b. 1. Deactivations of high volume for-hire vehicle drivers based on bona fide economic reason shall be done in reverse order of seniority, so that high volume for-hire vehicle drivers with the greatest seniority shall be retained the longest and reinstated or restored access to the driver platform first.

2. A high-volume for-hire vehicle service shall make reasonable efforts to offer reinstatement or restoration of access to such high-volume for-hire vehicle service's driver platform to any high-volume for-hire vehicle driver deactivated by such high-volume for-hire vehicle service based on a bona fide economic reason within the previous 3 years, if any, before such high-volume for-hire vehicle service may provide any other new high-volume for-hire vehicle driver access to such driver platform.

3. This subdivision shall apply only to deactivations that occur on or after the effective date of the local law that added this section.

§ 20-1285 Burden of proof; evidence. a. In any proceeding alleging a violation by a high-volume for-hire vehicle service of section 20-1282 or section 20-1283, such high-volume for-hire vehicle service shall bear the burden of proving just cause and bona fide economic reason pursuant to section 20-1282 or 20-1283 by a preponderance of the evidence, subject to the rules of evidence as set forth in the civil practice law and rules or, where applicable, the common law.

b. In determining whether a high-volume for-hire vehicle service had just cause for a deactivation, a fact-finder may not consider any reasons proffered by the high-volume for-hire vehicle service not included in the notice of deactivation provided to the high-volume for-hire vehicle driver pursuant to subdivision e of section 20-1282 or the written explanation provided to the high-volume for-hire vehicle driver pursuant to subdivision c of section 20-1283.

c. When determining damages, the fact-finder may take into account any evidence the high-volume for-hire vehicle driver submitted pursuant to subdivision d or e of section 20-1282, subdivision c of section 20-1283, or section 20-1287, that was not timely or duly considered by the high-volume for-hire vehicle service.

c. A high-volume for-hire vehicle driver may submit evidence in any proceeding alleging a violation of this subchapter that was not provided to the high-volume for-hire vehicle service pursuant to subdivision d or e of section 20-1282, subdivision c of section 20-1283, or section 20-1287 and no negative inference or consequence shall apply to a high-volume for-hire vehicle driver's decision not to submit evidence pursuant to these provisions.

§ 20-1286 Provision of data. a. Upon the issuance of a notice of deactivation required pursuant to subdivision e of section 20-1282, a high-volume for-hire vehicle service shall provide a deactivated high-volume for-hire vehicle driver with information and data relevant to such high-volume for-hire driver's deactivation. Such information shall include, but need not be limited to:

1. Driving performance data specific to such high-volume for-hire vehicle driver;

2. All customer comments, ratings, and complaints received regarding the high-volume for-hire vehicle driver; and

3. Anonymized and aggregated reports, covering the 12 months prior to such high-volume for-hire vehicle driver's deactivation, regarding discipline, including deactivation, imposed by such high-volume for-hire vehicle service on any other high-volume for-hire vehicle drivers who engaged in the same or similar misconduct or failure to satisfactorily perform job duties forming a basis for the deactivation of the high-volume for-hire vehicle driver subject to such notice.

b. The information or data required by subdivision a of this section shall be redacted to remove the personally identifiable information of passengers. This requirement does not apply to any independent obligation to produce information, including but not limited to any production of information required as part of an adjudicatory hearing.

c. Upon the issuance of the notice required pursuant to subdivision c of section 20-1283, a high-volume for-hire vehicle service shall provide a deactivated high-volume for-hire vehicle driver with information and data relevant to such high-volume for-hire driver's deactivation, including all information required under subdivision a of this section, to the extent that such information is available to such high-volume for-hire vehicle service.

d. For at least 6 years after deactivating a high-volume for-hire vehicle driver, a high-volume for-hire vehicle service must continue to provide such high-volume for-hire vehicle driver with access to all information and data concerning such high-volume for-hire vehicle driver that such high-volume for-hire vehicle driver had access to prior to deactivation, including but not limited to such high-volume for-hire vehicle driver's tax and payment records.

§ 20-1287 Informal resolution process. a. A high-volume for-hire vehicle service shall maintain an email address, website, or other form of electronic communication through which a high-volume for-hire vehicle driver or their representative may challenge such high-volume for-hire vehicle driver's deactivation, prior deactivation, or impending deactivation for which such high-volume for-hire vehicle driver received a notice of layoff pursuant to subdivision d of section 20-1282, as unlawful pursuant to this subchapter. Such high-volume for-hire vehicle service must provide such high-volume for-hire vehicle driver an opportunity to submit evidence to substantiate any such challenge and accept written communications pursuant to this section in the language in which they are written.

b. A high-volume for-hire vehicle driver may seek informal resolution of a deactivation of such high-volume for-hire vehicle driver, or an impending deactivation for which such high-volume for-hire vehicle driver receives a notice of layoff pursuant to subdivision d of section 20-1282, by a high-volume for-hire vehicle service by initiating, an informal resolution process through the email address, website, or other form of electronic communication maintained by such high-volume for-hire vehicle service pursuant to subdivision a of this section, or through any other means that such high-volume for-hire vehicle driver and such high-volume for-hire vehicle service agree to. The parties shall have 15 days after commencing such informal resolution process to reach a resolution, unless such high-volume for-hire vehicle driver and such high-volume for-hire vehicle service mutually agree to a longer timeframe. If the parties resolve a challenge pursuant to this subdivision, they shall memorialize such resolution in a written agreement, on a form provided by the department.

c. The high-volume for-hire vehicle service's failure to engage in good faith with the informal resolution process shall be a violation subject to a civil penalty under section 20-1209, but such violation shall not be subject to enforcement pursuant to sections 20-1207, 20-1208, 20-1210, 20-1211 and 20-1212.

d. After receiving a complaint pursuant to section 20-1207 alleging a violation of section 20-1282 or 20-1283, the department shall notify the high-volume for-hire vehicle driver or such high-volume for-hire vehicle driver's representative and the high-volume for-hire vehicle service that they may resolve the complaint through an informal resolution process pursuant to this section.

e. Notwithstanding any other provision of this chapter to the contrary, the department shall not proceed with its investigation of a complaint filed pursuant to section 20-1207 alleging a violation of section 20-1282 or 20-1283 unless (i) the high-volume for-hire vehicle driver or such high-volume for-hire vehicle driver's representative and the high-volume for-hire vehicle service fail to reach a resolution within 15 days after commencement of an informal resolution process pursuant to this section, or (ii) the high-volume for-hire vehicle driver has opted out of the informal resolution process pursuant to this section, in a form and manner specified by the department.

§ 20-1288 Reporting; records; information. a. Data collection and reporting. No less than annually, the department shall make available on the city's website a report on deactivations and alleged violations of sections 20-1282 and 20-1283 during the preceding calendar year. The department shall promulgate rules requiring that high-volume for-hire vehicle services produce anonymized, aggregated data necessary to prepare such report. Such report shall include, with respect to the year preceding the release of such report: (i) the number of high-volume for-hire vehicle drivers each high-volume for-hire vehicle service deactivated for just cause, egregious misconduct, and bona fide economic reasons; (ii) the number of high-volume for-hire vehicle drivers who filed complaints with the department alleging violations of sections 20-1282 and 20-1283 and the outcomes of such complaints; (iii) the number of high-volume for-hire vehicle drivers who initiated an informal resolution process; (iv) the number of high-volume for-hire vehicle drivers who reached an informal resolution with a high-volume for-hire vehicle service; (v) the number of high-volume for-hire vehicle drivers who commenced arbitrations or private actions that include claims alleging violations of sections 20-1282 or 20-1283 and the outcomes of such proceedings; and (vi) any other information the department deems relevant. Until all high-volume for-hire vehicle drivers placed on a waitlist pursuant to section 20-1283 have had their driver platform access restored, such report shall also include the number of high-volume for-hire vehicle drivers with prior deactivations who petitioned a high-volume for-hire vehicle service for reinstatement or restoration of their access to such high-volume for-hire vehicle service's driver platform and the number of high-volume for-hire vehicle drivers who were placed on a waitlist pursuant to section 20-1283.

b. Recordkeeping. 1. A high-volume for-hire vehicle service shall retain records documenting its compliance with the applicable requirements of this subchapter for a period of 3 years and shall allow the department to access such records and other information, consistent with applicable law and in accordance with rules of the department and with appropriate notice, in furtherance of an investigation conducted pursuant to this chapter. A high-volume for-hire vehicle service must maintain records in their original format and provide such records to the department in their original format or a machine-readable electronic format as set forth in rules of the department. The department may promulgate rules concerning the maintenance, retention, and provision by a high-volume for-hire vehicle service of data necessary to the implementation and enforcement of this subchapter, which may include a requirement that a high-volume for-hire vehicle service adhere to a uniform system of records and submit such records and other reports as the department may determine, in accordance with applicable law and rules and with appropriate notice.

2. The failure of a high-volume for-hire vehicle service to maintain, retain, or produce a record or other information required to be maintained by this chapter and requested by the department in furtherance of an investigation conducted pursuant to this chapter that is relevant to a material fact alleged by the department in a notice of violation issued pursuant to this chapter creates a rebuttable presumption that such fact is true.

3. To implement or enforce the provisions of this chapter, the department may issue an order or subpoena for the production of data, documents, testimony, or other information from a high-volume for-hire vehicle service. Such data, documents, testimony, or other information may include, but are not limited to, information about the data that a high-volume for-hire vehicle service monitors, collects, or stores about or from a high-volume for-hire vehicle driver or passenger; information about discipline imposed on a high-volume for-hire vehicle driver; and any other information deemed relevant by the department. In accordance with applicable law and rules and upon reasonable notice of no less than 14 days, a person who receives a request or subpoena for data, documents, or other information pursuant to this section shall produce such

data, documents or information to the department in its original format or a machine-readable electronic format as set forth in rules of the department.

c. Information and assistance program. The department shall establish a program that provides information and assistance to high-volume for-hire vehicle drivers relating to the provisions of this subchapter. Such program shall include assistance by a natural person by phone and email and outreach and education to the public relating to the provisions of this subchapter. Such program shall not provide legal advice but may provide general information and referrals to legal service providers. The city may provide access to legal services to assist a high-volume for-hire vehicle driver in challenging a deactivation, or impending deactivation for which a high-volume for-hire vehicle driver received a notice of layoff pursuant to subdivision d of section 20-1282, as unlawful pursuant to this subchapter. The mayor may designate an appropriate agency or other entity of the city to contract for such legal services with one or more qualified non-profit legal services organizations.

§ 20-1289 Progressive discipline policy. a. A high-volume for-hire vehicle service shall maintain a written progressive discipline policy in a single writing and adhere to such policy.

b. The written policy required pursuant to subdivision a of this section shall satisfy all requirements of this subchapter and, at a minimum, address the following:

1. Types of misconduct by a high-volume for-hire vehicle driver that may warrant discipline;

2. Any performance standards used to assess failure to satisfactorily perform job duties by a high-volume for-hire driver;

3. Disciplinary measures that may be applied to a high-volume for-hire vehicle driver, including but not limited to deactivation;

4. Procedures for notifying a high-volume for-hire vehicle driver of disciplinary measures that a high-volume for-hire vehicle service intends to take against such high-volume for-hire vehicle driver and providing an opportunity to respond; and

5. Procedures for applying discipline against a high-volume for-hire vehicle driver.

c. The written policy required pursuant to subdivision a of this section must be clear and specific such that a reasonable person can understand the acts and omissions that may result in deactivation or other disciplinary measures.

d. The written policy required pursuant to subdivision a of this section must include a notice of rights of high-volume for-hire vehicle drivers that the commissioner shall publish and make available on the city's website.

e. A high-volume for-hire vehicle service shall provide the written policy required pursuant to subdivision a of this section to each high-volume for-hire vehicle driver hired, retained, or engaged by such high-volume for-hire vehicle service in English and in any other language as the department may determine by rule. A high-volume for-hire vehicle service shall provide such policy to each high-volume for-hire vehicle driver no later than the effective date of this subdivision, or prior to such high-volume for-hire vehicle driver’s first trip, whichever is later, in a form and manner that the department may determine by rule.

f. A high-volume for-hire vehicle service shall notify each high-volume for-hire vehicle driver of any change to the written policy required pursuant to subdivision a of this section at least 14 days before such change takes effect.

§ 20-1290 Exceptions. This subchapter shall not:

1. Apply to the deactivation of any high-volume for-hire vehicle driver by a high-volume for-hire vehicle service during such driver's probation period with such service;

2. Limit or otherwise affect the applicability of any right or benefit conferred upon or afforded to a high-volume for-hire vehicle driver by the provisions of any other law, regulation, rule, requirement, policy, or standard including but not limited to any federal, state, or local law providing for protections against retaliation or discrimination;

3. Limit or otherwise affect the authority of the taxi and limousine commission to issue, revoke, or suspend the licenses of high-volume for-hire vehicle drivers; or

4. Limit or otherwise prevent a high-volume for-hire vehicle service from deactivating a high-volume for-hire vehicle driver whose license has been revoked or from deactivating a high-volume for-hire vehicle driver whose license has been suspended for the duration of the suspension.

§ 10. This local law takes effect 180 days after it becomes law, provided that the commissioner of consumer and worker protection shall take such measures as are necessary for the implementation of this local law, including the promulgation of rules, before such date, and further provided that such rules requiring that a high-volume for-hire vehicle service, as defined in section 20-1281 of the administrative code of the city of New York, as added by section nine of the local law that added this section, provide data, documents, testimony, or other information to the department of consumer and worker protection may take effect before such date.

Session 13
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LS #10312
12/10/2025 3:57PM

Session 12
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LS #10312
5/30/2023

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Proposed Int. No. 1000-A

By Council Members Brannan, Farías, Narcisse, Banks, Brewer, Nurse, Ossé, Louis, Zhuang, Lee and Schulman

A Local Law in relation to establishing a for-hire vehicles parking pilot program

Be it enacted by the Council as follows:

Section 1. a. Definitions. For purposes of this local law, the following terms have the following meanings:

Commercial parking meter area. The term "commercial parking meter area" means an area where signs are posted regulating the use of the curb by commercial vehicles, as described in subparagraph (ii) of paragraph (3) of subdivision (l) of section 4-08 of title 34 of the rules of the city of New York.

Department. The term "department" means the department of transportation.

For-hire vehicle. The term "for-hire vehicle" has the same meaning as set forth in subdivision g of section 19-502 of the administrative code of the city of New York.

b. Pilot program. 1. Notwithstanding any other provision of local law or rule, the department shall establish a pilot program to allow for-hire vehicles to park in commercial parking meter areas, provided that no person shall park a for-hire vehicle, whether attended or not, in a commercial parking meter area pursuant to such pilot program:

(a) Without first purchasing the amount of parking time desired from a parking meter, mobile payment system, parking reservation system, or other means as determined by the department; or

(b) In excess of 3 hours, unless otherwise indicated by a posted sign.

2. Such pilot program shall commence no later than 180 days after the effective date of this local law. The duration of the pilot program shall be 1 year; provided, however, that the department may by rule extend the initial 1-year duration of the pilot program by an additional 180 days where the department determines that such an extension would promote the public interest.

c. Report. No later than 1 year after the commencement of the pilot program conducted pursuant to subdivision b of this local law, the department shall submit a report to the mayor and the speaker of the council evaluating the effects of such pilot program on, and proposing any recommendations for future changes to law, rule, or policy related to: (i) the efficient and orderly delivery of goods in commercial parking meter areas; (ii) enforcement of rules relating to parking, stopping, and standing in commercial parking meter areas; (iii) the utilization of commercial parking meter areas by for-hire vehicles and commercial vehicles; and (iv) the health, safety, and well-being of for-hire vehicle drivers. Such report shall consider the feasibility of implementing limits on the duration that for-hire vehicles may park in commercial parking meter areas and of prohibiting for-hire vehicles from parking in certain commercial parking meter areas or portions thereof.

§ 2. This local law takes effect immediately and expires and is deemed repealed 1 year after the submission of the report required by subdivision c of section one of this local law.

DL/CoJM/TM
LS # 15800
12/10/25 9:00PM

Proposed Int. No. 1233-A

By Council Members Bottcher, Krishnan, Ossé, Brannan, Hanif, Brooks-Powers, Narcisse, Holden and Morano

A Local Law to amend the administrative code of the city of New York, in relation to the planting of vegetation on new medians separating bicycle lanes from motorized vehicle traffic

Be it enacted by the Council as follows:

Section 1. Subchapter 1 of chapter 1 of title 19 of the administrative code of the city of New York is amended by adding a new section 19-159.9 to read as follows:

§ 19-159.9 Vegetation on new medians separating bicycle lanes from motorized vehicle traffic. a. When designing a new median that separates a bicycle lane from motorized vehicle traffic, the department shall consult with the department of parks and recreation or other appropriate agency to determine the feasibility of planting trees and other vegetation on such median. In making such determination, the department shall prioritize the planting of trees and shall consider public safety, the suitability of the median for the growth of trees and other vegetation, the potential impact on underground infrastructure, the existence of a plan for long-term cleaning and maintenance, and other factors the department deems appropriate.

b. The department shall build such median to accommodate the planting of trees and other vegetation in accordance with the determination made pursuant to subdivision a of this section, unless such determination indicates that the planting of trees or other vegetation on such median is infeasible.

c. The department shall post on its website a list or map that identifies each such median built pursuant to subdivision b of this section, and identifies the agency or office responsible for the long-term cleaning and maintenance of the median.

d. The department of parks and recreation shall plant or permit to be planted trees on such median in accordance with the determination made pursuant to subdivision a of this section and with section 18-106. The department of parks and recreation or another agency authorized to plant vegetation or permit such vegetation to be planted shall also plant or permit to be planted other vegetation on such median in accordance with such determination.

§ 2. This local law takes effect 270 days after it becomes law.

RL/TM
LS #14305
12/10/25 8:20PM

Proposed Int. No. 1346-A

By Council Members Brooks-Powers, Williams, Narcisse, Banks, Louis and Salaam

A Local Law to amend the administrative code of the city of New York, in relation to requiring the department of transportation to study the commuter van industry

Be it enacted by the Council as follows:

Section 1. Subchapter 2 of chapter 1 of title 19 of the administrative code of the city of New York is amended by adding a new section 19-175.9 to read as follows:

§ 19-175.9 Commuter van industry study. a. Definitions. For purposes of this section, the following terms have the following meanings:

Commuter van. The term "commuter van" has the same meaning as set forth in section 19-502.

Commuter van industry. The term "commuter van industry" means all commuter van services licensed pursuant to chapter 5 of this title, and all vehicles being operated as commuter van services without commuter van licenses as required by chapter 5 of this title.

Commuter van service. The term "commuter van service" has the same meaning as set forth in section 19-502.

b. No later than July 1, 2027, and no later than July 1 every 4 years thereafter, the department shall complete a study regarding the commuter van industry in the city. As part of such study, the department shall:

1. Estimate the number of vehicles operating in the commuter van industry, disaggregated by licensed commuter vans and unlicensed vehicles operating as commuter van services;

2. Estimate the total daily number of passengers of the commuter van industry;

3. Evaluate the operations of the commuter van industry in areas of the city served by the commuter van industry, including routes, ridership, service and stop frequency, the number of daily trips conducted by the commuter van industry in any such area, and the number of vehicles operated in the commuter van industry in any such area;

4. Provide a map of commuter van stops designated by the department;

5. Identify any area of the city where the commuter van industry impacts:

(a) The use of street infrastructure, such as travel lanes, bus lanes, bus stops, delivery zones, and crosswalks, by vehicles; and

(b) The use of streets by pedestrians;

6. Identify locations where additional commuter van stops would likely improve efficiency or safety for other street uses;

7. Conduct surveys of commuter van passengers and operators regarding ridership patterns and modes of transit other than commuter vans that passengers of the commuter van industry utilize;

8. Assess strategies for enforcement of laws and rules applicable to commuter vans to promote compliance with such laws and rules; and

9. Assess any other aspect of the commuter van industry that the department deems relevant.

c. No later than 60 days after the completion of each study required pursuant to subdivision b of this section, the department shall post on the department's website and submit to the mayor and the speaker of the council a report on the findings of such study.

d. Notwithstanding any other provision of this section to the contrary, the commissioner may discontinue the study required by this section on or after October 1, 2039, provided that the commissioner determines that such a study is not necessary to improve the condition of the commuter van industry. The commissioner shall inform the speaker of the council in writing of such determination and the reasons for such determination.

§ 2. This local law takes effect immediately.

MLL/MC
LS #18775
11/17/2025 10:19PM

EXHIBIT 4

Legal | Uber

- **uber.com**/legal/en/document

Uber Community Guidelines

United States and Canada

Our guidelines were developed to help make every experience feel safe, respectful, and positive. They apply to everyone who uses the Uber Marketplace Platform. It also includes interactions you may have with Uber employees and contractors, including at Greenlight Hubs, through online support systems, or over the phone.* And, in some instances, our guidelines apply to conduct outside the Uber Marketplace Platform that we become aware of, when such conduct may threaten the safety of the Uber Marketplace Platform.

Thank you for joining us in supporting and safeguarding a welcoming environment.

The guidelines below help explain some of the specific kinds of positive community engagement on the Uber Marketplace Platform, as well as the behaviors or circumstances that may cause you to lose access to it. There will always be unforeseen events that may ultimately lead to your losing access to using the Uber Marketplace Platform and services, but the following guidelines—which we'll update regularly—provide the basis for behavior we expect from all in the Uber community. Not following any one of our guidelines can constitute a material breach or violation of the terms of your agreement with Uber and may result in the loss of access to part or all of the Uber Marketplace Platform. You can report potential violations of the Community Guidelines to Uber and we will address any report in accordance with our policies.

Guidelines for all of us

Everyone is required to follow Uber's Community Guidelines, which reflect the 3 pillars: (1) treat everyone with respect; (2) help keep one another safe; and (3) follow the law.

Treat everyone with respect

The actions you take while using the Uber Marketplace Platform can have a big impact on the safety and comfort of others. Courtesy matters. For example, always try to be on time for your ride or to pick up your delivery. It's also common courtesy not to shout, swear, or slam doors. And by tidying up after yourself—whether it's taking your trash home or cleaning up a spilled drink—you'll help ensure that everyone has a pleasant ride. You are expected to exercise good judgment and behave decently toward other people when using the Uber Marketplace Platform—just as you would in any public place.

Uber is an anti-racist company. We are committed to creating a safe and welcoming space for everyone, regardless of background. Remember that when you interact with others in the Uber community, you may meet people who may look different from you, think differently than you, or come from different backgrounds. Please respect those differences. Discrimination based on race or any other characteristic protected by law will not be tolerated on the Uber Marketplace Platform and can result in loss of access to the apps.

Physical contact

Don't touch strangers or anyone you just met while using the Uber Marketplace Platform. Limited exceptions are permitted for people needing or requesting physical assistance (for example, riders using Uber Assist who may need help getting into and out of the vehicle). Hurting or intending to hurt anyone is never allowed.

Sexual assault and misconduct

We all value our personal space and privacy. It's OK to chat with other people while remaining respectful. But please don't comment on someone's appearance or ask whether they are single. Sexual assault and sexual misconduct of any kind is prohibited. Sexual assault and misconduct refers to sexual contact or behavior without explicit consent of the other person. Personal space and privacy should be respected.

Uber has a no-sex rule regardless of whether you know the person or they give you their consent.

Threatening and/or rude behavior is prohibited

Aggressive, confrontational, or harassing behavior is not allowed. Don't use language, make gestures, or take actions that could be disrespectful, discriminatory, threatening, or inappropriate.

Post-trip contact

Contact should end when the trip or delivery is complete, unless it's to return a lost item. Unwanted contact (where there is not mutual consent) can be seen as harassment and includes, for example, texting, calling, social media contact, visiting, or trying to visit someone in person after a trip or delivery has been completed.

Discrimination

You should always feel safe and welcome. That's why we don't tolerate racist or discriminatory conduct and behavior. Do not discriminate against someone or engage in a disparaging manner toward someone based on traits such as their race, ethnicity, skin color, age, disability, gender identity, marital status, pregnancy, national origin, religion, sex, sexual orientation, language, geographical location, or any other characteristic protected under relevant law.

The following list provides examples of discriminatory behavior but is not exhaustive.

- Refusing to provide services based on characteristics like a person's race, ethnicity, skin color, age, disability, gender identity, marital status, national origin, religion, sex, sexual orientation, language, geographical location, or any other characteristic protected under relevant law.
- Rating another user–whether drivers, riders, delivery people, Uber Eats users, merchants, restaurants, or businesses–based on these traits.
- Discriminating on the basis of a rider's destination or an Uber Eats user's delivery location. We understand how important it is to fit driving or delivering around your life, rather than the other way around. It is not a violation of these guidelines to decline a trip or delivery because it does not work for you. But intentionally refusing or canceling requests, or using features on the Uber Marketplace Platform to avoid receiving trip or delivery requests, solely for the purpose of avoiding a particular neighborhood due to the characteristics of the people or businesses that are located in that area, is not allowed.
- Using discriminatory language, making discriminatory remarks, vilifying, or asking questions about sensitive topics regarding national origin, race, ethnicity, or any other trait previously mentioned. Making racist comments or using slurs is never allowed.

You can learn more about Uber's Non-Discrimination Policy here. We also have a policy about our commitment to accessibility to help increase the transport options and delivery options for people with disabilities here.

If you are subject to discrimination or witness discriminatory behavior, you can report the incident to Uber by tapping Help in the apps or visiting help.uber.com so that our Support team can follow up and take the appropriate action.

Property damage

Damaging property is never allowed. Some examples include damaging the car or other mode of transportation requested through the Uber Marketplace Platform, breaking or vandalizing a phone or tablet, intentionally spilling food or drink, smoking in a car, damaging a merchant's premises, or vomiting due to excessive alcohol consumption or otherwise. If you damage property, you're responsible for the cost of cleaning and repair fees, outside of normal wear and tear. Intentional damage may result in account deactivation.

Help keep one another safe

We're hard at work every day to help create safer experiences for everyone. Your safety drives us. That's why these standards were written. Everyone has a role to play in helping to create a safe environment.

Account sharing

Account sharing is not allowed. For example, delivery people must complete all parts of the delivery themselves—including any handling after the order is picked up from the merchant up until final delivery to the Uber Eats user. (Some jurisdictions may allow you the right to designate a substitute; if you live in such a jurisdiction, learn more here.)

People under the age of 18

In select cities, we have teen accounts available for teens aged 13-17. Otherwise, you must be 18 years or older to have an Uber account. Account holders can't request a ride or delivery for someone under the age of 18 who will not be accompanied by either the account holder or another adult during the ride or when collecting the delivery. When ordering items available for purchase through the platform, children are also not allowed to use an adult's Uber Eats account by themselves. These age limitations apply unless our local guidelines, terms, or other policies say otherwise.

Extra riders and non-account riders

When driving with Uber, no one other than the driver, the requesting rider, and the rider's guests should be in the vehicle. These guidelines apply unless our local guidelines, terms, or other policies say otherwise. The account holder is responsible for the behavior of their entire party. If you request a ride or a delivery for another adult, you're held responsible for their behavior during their trip or delivery and your account can be deactivated for the actions they take.

Vehicle information

For an easy pickup or delivery, the Uber Marketplace Platform gives riders and Uber Eats users identifying information about drivers and delivery people and their vehicles, including their license plate number, vehicle make and model, profile picture, and name. Drivers and delivery people must complete trips and deliveries using only approved vehicles.

Seat belts

Every delivery person using a vehicle, every driver, and every rider—including those in the back seat—should always buckle up. Riders should request a vehicle that has enough seat belts for everyone in their party. Drivers can decline a ride if there are not enough seat belts in their vehicle for every rider.

Helmets for bikes, motorcycles, and scooters

For your safety, when riding a bike, e-bike, motorcycle, or scooter, please use a well-fitting and buckled helmet, worn according to the manufacturer's instructions.

Recording video and/or audio

Drivers may choose to install and use a dashcam, which can be used to record rides and provide evidence to Uber, law enforcement, or insurance companies in the event that something goes wrong on a ride. Drivers and riders may choose to use their phones to record rides as well. Please note:

- In some locations, local laws and regulations require that individuals provide consent to being recorded and/or be notified of recording in advance. Please check your local laws to understand your responsibilities.
- Users may submit recordings to Uber at their discretion. Uber will review submitted footage and take all action consistent with the Community Guidelines and platform terms of use.
- Sharing or streaming a person's image or audio or video recording on social media or in other digital or physical public locations is a violation of our Community Guidelines and may prompt further investigation by our safety team.

Proper maintenance and upkeep

Pursuant to the terms of their agreements with Uber and applicable regulations, drivers and delivery people are expected to keep their vehicles maintained and in good operating condition. This means maintaining their vehicle according to industry safety and maintenance standards, and monitoring for and repairing any parts that are recalled by the vehicle manufacturer.

Drive safely and carefully

Drivers are expected to maintain an environment that makes riders feel safe; even if driving practices don't violate the law, reports of dangerous driving can lead to the loss of access to part or all of the Uber Marketplace Platform. Learn more about our Dangerous Driving Policy here.

Emergencies

In case of an emergency or if you find yourself in immediate danger, alert your local authorities or emergency services before notifying Uber.

Additionally, we've made accessing in-app safety help easier with the in-app Safety Toolkit, where riders and drivers have access to the emergency button, can report safety incidents while on a trip, and share ride information with friends and loved ones.

We take threats of suicide and self-harm seriously and may reach out to authorities to request a wellness check if we receive notification that there is an imminent risk of self-harm.

For public emergencies, Uber may take additional measures to try to preserve the safety of our platform, including but not limited to natural disasters, public health emergencies, and public crisis situations.

Additional guidelines for Uber Eats merchants and delivery people

Proper handling of orders (information for merchants)

Merchants are expected to meet all relevant licensing requirements and all other laws and regulations—including food safety and hygiene regulations—plus industry best practices and Uber policies. Merchants must maintain valid licenses and/or permits where required by law.

Many food items are perishable and can cause illness if not properly handled under the proper time and temperature controls prior to pickup.

To help ensure that food reaches Uber Eats users safely, merchants are encouraged to seal packages in tamper-evident packaging ahead of delivery. Merchants are expected to act responsibly on information provided by Uber Eats users related to food allergies, intolerances, or other dietary restrictions and reject order requests if they cannot satisfy the consumer's safety requirements.

Non-food products and heavy products can also cause illness, injury, or property damage if they are not handled, packaged, labeled, or stored correctly, or if they do not include instructions for proper use. Merchants must ensure that products are properly packaged for delivery to avoid injury to the delivery person or user, and labeled with any applicable safety warnings, use or storage instructions.

Proper delivery of orders (information for delivery people)

Merchants may outline certain delivery guidelines that promote food safety, adhere to regulatory guidance, or accommodate Uber Eats user dietary restrictions.

A delivery person using an insulated bag can make for a better Uber Eats user experience, but it isn't required unless the delivery person is delivering in a location where it's required by law. Specific merchants may ask you to use an insulated bag.

Delivery people should deliver orders safely and in accordance with relevant safety standards. For example, they may not tamper with or open packaging during delivery.

How merchants can provide a safe space for pickups

Merchants and their staff are expected to exercise good judgment and behavior around delivery people, make them feel welcome, and provide a safe area for order pickups

Alcohol delivery

All orders that contain alcohol must comply with any applicable laws and restrictions on off-premise alcohol delivery and hours of service. Only Uber Eats users who are of the legal age to buy alcohol or older, and not intoxicated, can order and receive alcohol deliveries, where available. Uber Eats users may be asked to present government-issued photo IDs when an alcohol delivery arrives and delivery people may use technology to verify the ID presented and the user's age. Otherwise, your order will not be able to be delivered and may be returned to the seller on the Uber Eats user's behalf and at the Uber Eats user's expense. Uber Eats users may not place an order that includes alcohol to be delivered to areas where possession or consumption of alcohol is prohibited by law.

Creating a positive experience for delivery people and Uber Eats users

Merchants should be careful to fulfill and include the correct items in their Uber Eats user's order.

Long preparation times, long delivery person handoff times (how long it takes for the delivery person to get in and out of the merchant's location with the order, including wait time), low online time (a merchant's online availability time), long delays before order acceptance, and high cancellation rates also create a negative experience for Uber Eats users and delivery people.

If a merchant's metrics are below the minimum standard for its city, we will let them know.

Prohibited items

Merchants may only offer for sale items expressly contemplated under their agreement with Uber. Uber may remove from—or otherwise limit the merchant's ability to post to—a merchant's Uber Eats menu any items Uber deems prohibited or inappropriate.

Follow the law

We have standards based on applicable laws and regulations that everyone must follow. For example, using the Uber Marketplace Platform to commit any crime—such as transporting drugs, money laundering, committing drug or human trafficking, or sexually exploiting children—or to violate any other law is strictly prohibited.

Follow all laws

We’re committed to following all applicable laws and earning your trust, and we expect everyone who uses the Uber Marketplace Platform to do their part and to know and adhere to relevant laws and regulations, including traffic laws, as well as airport rules and regulations where applicable. All relevant licenses, permits, and any other legal documents required of drivers and delivery people must be kept up to date.

For riders and Uber Eats users, let your driver or delivery person handle the driving. For riders and Uber Eats users, don’t ask a driver or delivery person to speed or to make illegal stops, dropoffs, or maneuvers.

Car seats

Drivers and riders should comply with applicable laws when traveling with infants and small children. Where the use of a car seat is required by law, it’s the rider’s responsibility to provide and fit a suitable car seat, unless our local guidelines, terms, or other policies say otherwise. Children age 12 and under should travel in the back seat.

If a child does not appear to be within the height and weight safety requirements for the car seat, or if a driver otherwise feels that the child cannot be safely transported in the seat, the driver can cancel the ride.

Service animals and assistive devices

It is against the law to deny a ride to a rider with a service animal or assistive device (a wheelchair or crutches, for example) because of the service animal or the assistive device. In keeping with our policy (here for the US and here for Canada), riders are allowed to transport assistive devices and animals, whether pets or service animals, pursuant to the terms and limitations of the applicable law.

Drugs and alcohol

Drug use and open containers of alcohol are never allowed while using the Uber Marketplace Platform. If a rider is too drunk or rowdy, drivers have the right to decline the trip for their own safety.

If you’re a rider and you have reason to believe your driver may be under the influence of drugs or alcohol, ask the driver to end the trip immediately. Then exit the vehicle and call 911.

Once you have left the vehicle, please also report your experience to Uber. You can learn more about our Zero Tolerance Policy here.

Firearms ban

Riders and their guests, as well as drivers and delivery people, are prohibited from carrying firearms while using the Uber Marketplace Platform, to the extent permitted by applicable law. You can learn more about our Firearms Prohibition Policy here.

Fraud

Deception can weaken trust and also be dangerous. Intentionally falsifying information or assuming someone else's identity isn't allowed. It is important to provide honest and accurate information when reporting incidents, creating and accessing your Uber accounts, disputing or claiming charges or fees, and requesting credits.

Fraudulent activity may also include, but is not limited to: deliberately increasing the time or distance of a trip or delivery; accepting trip, order, or delivery requests without the intention to complete it, including provoking other users to cancel; creating dummy accounts or improper duplicate accounts; intentionally requesting or accepting fraudulent or falsified trips or deliveries; fraudulently claiming to complete a delivery without delivering all items; actions intended to disrupt or manipulate the normal functioning of the Uber Marketplace Platform, including manipulating the settings on a phone to prevent the proper functioning of the platform and the GPS system; abusing promotions and/or not using them for their intended purpose; or disputing charges for fraudulent or illegitimate reasons.

Street hails and off-platform pickups

To enhance the safety of each experience, off-platform pickups are prohibited. Local laws usually prohibit street hails while using the Uber Marketplace Platform, so never solicit or accept payment outside the Uber Marketplace Platform. Unless explicitly allowed in the payment options in the app, Riders and Uber Eats users should not pay for trips or deliveries in cash, and riders should not request trips from drivers outside of the Uber Marketplace Platform. Both drivers and riders are notified within the app when a trip involves a cash payment. In these instances, using cash for payment does not violate Uber's Community Guidelines.

Intellectual property guidelines

Never use Uber’s trademark or intellectual property without permission. Drivers and delivery people should also return Uber-branded items to Uber if they lose access to the platform. The use of unauthorized or third-party items—such as lights, placards, signs, or similar items bearing Uber’s name or trademark—may confuse riders or Uber Eats users. If it’s required under local law to display Uber-branded logos, drivers and delivery people should only use official Uber-branded logos. Drivers and delivery people should not display Uber-branded items when they are not accessing the platform.

Your feedback matters

If something happens, whether it’s good or bad, we make it easy for you to tell us. Our team is continually improving our standards, and your feedback is important to keep our standards relevant as our technology evolves. Please rate your experience at the end of each trip or delivery. And if something happens—such as a traffic accident—and you want to report it, you can tap Help in the app or visit help.uber.com so that our Support team can follow up. In case of an emergency or if you find yourself in immediate danger, alert your local authorities or emergency services before notifying Uber.

Uber may at times permit or allow you and others who use the Uber Marketplace Platform or Uber’s tools or social media channels to create, submit, upload, publish, email, send messages, or otherwise make available textual, audio, or visual content and information to Uber or users. Such activity and content is subject to Uber’s User Generated Content Terms.

Ratings

Drivers, riders, delivery people, Uber Eats users, and merchants can give and receive ratings, as well as give feedback on how the trip or delivery went.

Minimum average ratings may vary in each city based on factors like cultural differences in the way people in different cities rate each other. Drivers, riders, delivery people, or merchants who don’t meet the minimum average ratings for their city may lose access to all or part of the Uber Marketplace Platform. If your ratings are approaching the minimum limit, we will let you know and may share information that may help you improve your ratings.

Accepting delivery or trip requests

If you’re a delivery person or driver and you don’t want to accept delivery or trip requests, you can just go offline or log off. If you’re a merchant, use the Pause New Orders feature or make specific items unavailable. For delivery people, drivers, and merchants, if you consistently decline consecutive trip or order requests, our technology may assume you do not want to accept more trips or orders or have forgotten to go offline, and your account may be temporarily toggled offline. However, you are free to go back online whenever you wish to begin confirming availability for trips or orders again.

For delivery people, you may lose access to all delivery opportunities if you consistently cancel after accepting requests.

How Uber enforces our guidelines

If you violate any terms of your contractual agreement(s) with Uber, or any applicable terms or policies, including any one of these Community Guidelines or any additional policies and standards that are communicated by Uber to you from time to time, you can lose access to all or part of the Uber Marketplace Platform. If you have more than one Uber account, such as a rider account and a driver account or business account, violating the Community Guidelines could also lead you to lose access to all Uber accounts. If you believe an error caused you to lose access to your account, you may contact the Uber Support team.

If you have lost access to your driver or delivery person account, you can learn more about common issues and potential options available to you here.

Uber receives feedback through a variety of channels, reviews reports submitted to our Support team that may violate our Community Guidelines, and may investigate through a specialized team. If we are made aware of potentially problematic behavior, we may contact you so we can look into it. We may, at our sole discretion, put a hold on your account or turn your account inactive until our review is complete.

Not following any one of our guidelines may result in the loss of access to all or part of the Uber Marketplace Platform. This can include reported violations of our Community Guidelines and certain actions you may take outside of the Uber Marketplace Platform, including but not limited to information from other platforms, if we determine that those actions threaten the safety of the Uber community, our employees, and contractors, or cause harm to Uber's brand, reputation, or business. If the issues raised are serious or a repeat report, or you refuse to cooperate, you may lose access to the Uber Marketplace Platform. Any behavior involving discrimination, violence, sexual misconduct, harassment, fraud, or deceptive, illegal, or unsafe activity, while using the Uber Marketplace Platform can result in the immediate loss of access to the Uber Marketplace Platform. Additionally, when law enforcement is involved, we will cooperate with their investigation in accordance with our Guidelines for Law Enforcement Authorities for the US, found here, and for outside the US, found here. We may also proactively report suspected criminal behavior to law enforcement in accordance with our

Privacy Notice. Lastly, all drivers and delivery people wanting to use the Uber Marketplace Platform undergo a screening process, including motor vehicle record and criminal background checks. A driver or delivery person will lose access to their Uber account(s) if a motor vehicle record check, criminal background check, or other check uncovers a matter relevant to their use of the Uber Marketplace Platform in violation of Uber's standards or other criteria required by local regulators.

Many states, cities, and airports also regulate the provision of certain services, including ridesharing services, on the Uber Marketplace Platform. If your driver or delivery person account is not in compliance with applicable regulatory requirements, we may be required to remove your access to the Uber Marketplace Platform.

To read more about our Community Guidelines, go here.

Riders and Uber Eats users can access Terms of Use for the United States here and Terms and Conditions for Canada here. Drivers and delivery people can access their legal agreement with Uber here.

*Note: Drivers and delivery people are not agents (actual, ostensible, or otherwise) or employees of Uber. They are independent third-party providers.

EXHIBIT 5

UBER USA, LLC

TECHNOLOGY SERVICES AGREEMENT

Last update: December 11, 2015

This Technology Services Agreement ("*Agreement*") constitutes a legal agreement between an independent company in the business of providing transportation services ("*Customer*" or "*You*") and Uber USA, LLC, a limited liability company ("*Uber*").

Uber provides the Uber Services (as defined below) for the purpose of providing lead generation to transportation services providers. The Uber Services enable an authorized transportation provider to seek, receive and fulfill requests for transportation services from an authorized user of Uber's mobile application.

Customer is authorized to provide transportation services in the state(s) and jurisdiction(s) in which it operates, and it desires to enter into this Agreement for the purpose of accessing and using the Uber Services to enhance its transportation business.

Customer acknowledges and agrees that Uber is a technology services provider that does not provide transportation services, function as a transportation carrier, nor operate as a broker for the transportation of passengers.

In order to use the Uber Services, Customer must agree to the terms and conditions that are set forth below. Upon Customer's execution (electronic or otherwise) of this Agreement, Customer and Uber shall be bound by the terms and conditions set forth herein.

IMPORTANT: PLEASE NOTE THAT TO USE THE UBER SERVICES AND THE ASSOCIATED SOFTWARE, YOU MUST AGREE TO THE TERMS AND CONDITIONS SET FORTH BELOW. PLEASE REVIEW THE ARBITRATION PROVISION SET FORTH BELOW IN SECTION 15.3 CAREFULLY, AS IT WILL REQUIRE YOU TO RESOLVE DISPUTES WITH UBER ON AN INDIVIDUAL BASIS, EXCEPT AS PROVIDED IN SECTION 15.3, THROUGH FINAL AND BINDING ARBITRATION UNLESS YOU CHOOSE TO OPT OUT OF THE ARBITRATION PROVISION. BY VIRTUE OF YOUR ELECTRONIC EXECUTION OF THIS AGREEMENT, YOU WILL BE ACKNOWLEDGING THAT YOU HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT (INCLUDING SECTION 15.3) AND HAVE TAKEN TIME TO CONSIDER THE CONSEQUENCES OF THIS IMPORTANT BUSINESS DECISION. IF YOU DO NOT WISH TO BE SUBJECT TO ARBITRATION, YOU MAY OPT OUT OF THE ARBITRATION PROVISION BY FOLLOWING THE INSTRUCTIONS PROVIDED IN SECTION 15.3 BELOW.

1. **Definitions**

1.1. "*Affiliate*" means an entity that, directly or indirectly, controls, is under the control of, or is under common control with a party, where control means having more than fifty percent (50%) of the voting stock or other ownership interest or the majority of the voting rights of such entity.

1.2. "*City Addendum*" means an addendum to this Agreement or supplemental information setting forth additional Territory-specific terms, as made available and as updated by Uber from time to time.

1.3. "*Device*" means an Uber Device or Driver-Provided Device, as the case may be.

1.4. "*Driver*" means a principal, employee or contractor of Customer: (a) who meets the then-current Uber requirements to be an active driver using the Uber Services; (b) whom Uber authorizes to access the Uber Services to provide Transportation Services on behalf of Customer; and (c) who has entered into the Driver Addendum.

1.5. "*Driver Addendum*" means the terms and conditions that Customer is required to enter into with a Driver prior to such Driver providing Transportation Services on behalf of Customer (as may be updated by Uber from time to time).

1.6. "*Driver App*" means Uber's mobile application that enables transportation providers to access the Uber Services for the purpose of seeking, receiving and fulfilling on-demand requests for transportation services by Users, as may be updated or modified by Uber at its discretion from time to time.

1.7. "*Driver ID*" means the identification and password key assigned by Uber to a Driver that enables a Driver to use and access the Driver App.

1.8. "*Driver-Provided Device*" means a mobile device owned or controlled by Customer or a Driver: (a) that meets the then-current Uber specifications for mobile devices as set forth at www.uber.com/byod-devices; and (b) on which the Driver App has been installed as authorized by Uber solely for the purpose of providing Transportation Services.

1.9. "*Fare*" has the meaning set forth in Section 4.1.

1.10. "*Service Fee*" has the meaning set forth in Section 4.4.

1.11. "*Taxi Services*" has the meaning set forth in Section 3.1.

1.12. "*Territory*" means the city or metro areas in the United States in which Customer and its Drivers are enabled by the Driver App to receive requests for Transportation Services.

1.13. "*Tolls*" means any applicable road, bridge, ferry, tunnel and airport charges and fees, including inner-city congestion, environmental or similar charges as reasonably determined by the Uber Services based on available information.

1.14. "*Transportation Services*" means the provision of passenger transportation services to Users via the Uber Services in the Territory by Customer and its Drivers using the Vehicles.

1.15. "*Uber Data*" means all data related to the access and use of the Uber Services hereunder, including all data related to Users (including User Information), all data related to the provision of Transportation Services via the Uber Services and the Driver App, and the Driver ID.

1.16. "*Uber Device*" means a mobile device owned or controlled by Uber that is provided to Customer or a Driver for the sole purpose of such Driver using the Driver App to provide Transportation Services.

1.17. "*Uber Services*" mean Uber's on-demand lead generation and related services that enable transportation providers to seek, receive and fulfill on-demand requests for transportation services by Users seeking transportation services; such Uber Services include access to the Driver App and Uber's software, websites, payment services as described in Section 4 below, and related support services systems, as may be updated or modified by Uber at its discretion from time to time.

1.18. "*User*" means an end user authorized by Uber to use Uber's mobile application for the purpose of obtaining Transportation Services offered by Uber's transportation provider customers.

1.19. "*User Information*" means information about a User made available to Customer or a Driver in connection with such User's request for and use of Transportation Services, which may include the User's name, pick-up location, contact information and photo.

1.20. "*Vehicle*" means any vehicle of Customer that: (a) meets the then-current Uber requirements for a vehicle on the Uber Services; and (b) Uber authorizes for use by a Driver for the purpose of providing Transportation Services on behalf of Customer.

2. **Use of the Uber Services**

2.1. **Driver IDs**. Uber will issue Customer a Driver ID for each Driver providing Transportation Services to enable Customer and each Driver to access and use the Driver App on a Device in accordance with the Driver Addendum and this Agreement. Uber reserves the right to deactivate the Driver ID of those Drivers who have not fulfilled a request for Transportation Services using the Driver App at least once a month. **Customer agrees that it will, and that it will ensure that its Drivers will, maintain Driver IDs in confidence and not share Driver IDs with any third party other than the Driver associated with such Driver ID for the purpose of providing Transportation Services. Customer will immediately notify Uber of any actual or suspected breach or improper use or disclosure of a Driver ID or the Driver App.**

2.2. **Provision of Transportation Services**. When the Driver App is active, User requests for Transportation Services may appear to a Driver via the Driver App if the Driver is available and in the vicinity of the User. If a Driver accepts a User's request for Transportation Services, the Uber Services will provide certain User Information to such Driver via the Driver App, including the User's first name and pickup location. In order to enhance User satisfaction with the Uber mobile application and a Driver's Transportation Services, it is recommended that Driver waits at least ten (10) minutes for a User to show up at the requested pick-up location. The Driver will obtain the destination from the User, either in person upon pickup or from the Driver App if the User elects to enter such destination via Uber's mobile application. Customer acknowledges and agrees that once a Driver has accepted a User's request for Transportation Services, Uber's mobile application may provide certain information about the Driver to the User, including the Driver's first name, contact information, Customer entity name, photo and location, and the Driver's Vehicle's make and license plate number. Customer shall not, and shall ensure that all Drivers do not, contact any Users or use any User's personal data for any reason other than for the purposes of fulfilling Transportation Services. As between Uber and Customer, Customer acknowledges and agrees that: (a) Customer and its Drivers are solely responsible for determining the most effective, efficient and safe manner to perform each instance of Transportation Services; and (b) except for the Uber Services or any Uber Devices (if applicable), Customer shall provide all necessary equipment, tools and other materials, at Customer's own expense, necessary to perform Transportation Services. Customer understands and agrees that Customer and each Driver have a legal obligation under the Americans with Disabilities Act and similar state laws to transport Users with Service Animals (as defined by applicable state and federal law), including guide dogs for the blind and visually impaired Users, and there is no exception to this obligation for allergies or religious objections. Customer's or any Driver's knowing failure to transport a User with a Service Animal shall constitute a material breach of this Agreement. Customer agrees that a "knowing failure" to comply with this legal obligation shall constitute either: (1) a denial of a ride where the Customer/Driver states the denial was due to a Service Animal; or (2) there is more than one (1) instance in which a User or the companion of a User alleges that the Customer/Driver cancelled or refused a ride on the basis of a Service Animal.

2.3. **Customer's Relationship with Users**. Customer acknowledges and agrees that Customer's provision of Transportation Services to Users creates a direct business relationship between Customer and the User. Uber is not responsible or liable for the actions or inactions of a User in relation to Customer or any Driver, the activities of Customer, a Driver or any Vehicle. Customer shall have the sole responsibility for any obligations or liabilities to Users or third parties that arise from its provision of Transportation Services. Customer acknowledges and agrees that it and each Driver are solely responsible for taking such precautions as may be reasonable and proper (including maintaining adequate insurance that meets the requirements of all applicable laws including motor vehicle financial responsibility) regarding any acts or omissions of a User or third party. Customer acknowledges and agrees that Uber may release the contact and/or insurance information of Customer and/or a Driver to a User upon such User's reasonable request. Customer acknowledges and agrees that, unless specifically consented to by a User, neither Customer nor Driver may transport or allow inside any Vehicle individuals other than a User and any individuals authorized by such User during the performance of Transportation Services for such User. Customer acknowledges and agrees, and shall ensure that its Drivers agree, that all Users should be transported directly to their specified destination, as directed by the applicable User, without unauthorized interruption or unauthorized stops.

2.4. **Customer's Relationship with Uber**. Customer acknowledges and agrees that Uber's provision to Customer of the Driver App and the Uber Services creates a direct business relationship between Uber and Customer. Uber does not, and shall not be deemed to, direct or control Customer or its Drivers generally or in their performance under this Agreement specifically, including in connection with the operation of Customer's business, the provision of Transportation Services, the acts or omissions of Drivers, or the operation and maintenance of any Vehicles. Customer and its Drivers retain the sole right to determine when, where, and for how long each of them will utilize the Driver App or the Uber Services. Customer and its Drivers retain the option, via the Driver App, to attempt to accept or to decline or ignore a User's request for Transportation Services via the Uber Services, or to cancel an accepted request for Transportation Services via the Driver App, subject to Uber's then-current cancellation policies. With the exception of any signage required by local law or permit/license requirements, Uber shall have no right to require Customer or any Driver to: (a) display Uber's or any of its Affiliates' names, logos or colors on any Vehicle(s); or (b) wear a uniform or any other clothing displaying Uber's or any of its Affiliates' names, logos or colors. Customer acknowledges and agrees that it has complete discretion to operate its independent business and direct its Drivers at its own discretion, including the ability to provide services at any time to any third party separate and apart from Transportation Services. For the sake of clarity, Customer understands that Customer retains the complete right to provide transportation services to its existing customers and to use other software application services in addition to the Uber Services. Uber retains the right to deactivate or otherwise restrict Customer or any Driver from accessing or using the Driver App or the Uber Services in the event of a violation or alleged violation of this Agreement, a violation or alleged violation of a Driver Addendum, Customer's or any Driver's disparagement of Uber or any of its Affiliates, Customer's or any Driver's act or omission that causes harm to Uber's or its Affiliates' brand, reputation or business as determined by Uber in its sole discretion.

2.5. **Customer's Relationship with Drivers**. Customer shall have the sole responsibility for any obligations or liabilities to Drivers that arise from its relationship with its Drivers (including provision of Transportation Services). Customer acknowledges and agrees that it exercises sole control over the Drivers and will comply with all applicable laws (including tax, social security and employment laws) governing or otherwise applicable to its relationship with its Drivers. Notwithstanding Customer's right, if applicable, to take recourse against a Driver, Customer acknowledges and agrees that it is at all times responsible and liable for the acts and omissions of its Drivers vis-à-vis Users and Uber, even where such vicarious liability may not be mandated under applicable law. Customer shall require each Driver to enter into a Driver Addendum (as may be updated from time to time) and shall provide a copy of each executed Driver Addendum to Uber. Customer acknowledges and agrees that Uber is a third party beneficiary of each Driver Addendum, and that, upon a Driver's acceptance of the terms and conditions of the Driver Addendum, Uber will have the right (and will be deemed to have accepted the right) to enforce the Driver Addendum against the Driver as a third party beneficiary thereof.

2.6. **Ratings**.

2.6.1. Customer acknowledges and agrees that: (a) after receiving Transportation Services, a User will be prompted by Uber's mobile application to provide a rating of such Transportation Services and Driver and, optionally, to provide comments or feedback about such Transportation Services and Driver; and (b) after providing Transportation Services, the Driver will be prompted by the Driver App to provide a rating of the User and, optionally, to provide comments or feedback about the User. Customer shall instruct all Drivers to provide ratings and feedback in good faith.

2.6.2. Customer acknowledges that Uber desires that Users have access to high-quality services via Uber's mobile application. In order to continue to receive access to the Driver App and the Uber Services, each Driver must maintain an average rating by Users that exceeds the minimum average acceptable rating established by Uber for the Territory, as may be updated from time to time by Uber in its sole discretion ("*Minimum Average Rating*"). A Driver's average rating is intended to reflect Users' satisfaction with the Driver's Transportation Services rather than any such Driver's compliance with any of Uber's policies or recommendations. In the event a Driver's average rating falls below the Minimum Average Rating, Uber will notify Customer and may provide the Driver in Uber's discretion, a limited period of time to raise his or her average rating above the Minimum Average Rating. If such Driver does not increase his or her average rating above the Minimum Average Rating within the time period allowed (if any), Uber reserves the right to deactivate such Driver's access to the Driver App and the Uber Services. Additionally, Customer acknowledges and agrees that repeated failure by a Driver to accept User requests for Transportation Services while such Driver is logged in to the Driver App creates a negative experience for Users of Uber's mobile application. Accordingly, Customer agrees and shall ensure that if a Driver does not wish to accept User requests for Transportation Services for a period of time, such Driver will log off of the Driver App.

2.6.3. Uber and its Affiliates reserve the right to use, share and display Driver and User ratings and comments in any manner in connection with the business of Uber and its Affiliates without attribution to or approval of Customer or the applicable Driver. Customer acknowledges that Uber and its Affiliates are distributors (without any obligation to verify) and not publishers of Driver and User ratings and comments, provided that Uber and its Affiliates reserve the right to edit or remove comments in the event that such comments include obscenities or other objectionable content, include an individual's name or other personal information, or violate any privacy laws, other applicable laws or Uber's or its Affiliates' content policies.

2.7. **Devices**.

2.7.1. Uber encourages Customer to use Driver-Provided Devices in providing Transportation Services. Otherwise, if Customer elects to use any Uber Devices, Uber will supply Uber Devices upon request to each authorized Driver and provide the necessary wireless data plan for such Devices, provided that Uber will require reimbursement from Customer for the costs associated with the wireless data plan of each Uber Device and/or request a deposit for each Uber Device. Customer acknowledges and agrees that: (a) Uber Devices may only be used for the purpose of enabling Driver access to the Uber Services; and (b) Uber Devices may not be transferred, loaned, sold or otherwise provided in any manner to any party other than the Driver assigned to use such Uber Device. Uber Devices shall at all times remain the property of Uber, and upon termination of this Agreement or the termination or deactivation of a Driver, Customer agrees to return to Uber the applicable Uber Devices within ten (10) days. Customer acknowledges and agrees that failure to timely return any Uber Devices, or damage to Uber Devices outside of "normal wear and tear," will result in the forfeiture of related deposits.

2.7.2. If Customer elects to use any Driver-Provided Devices: (i) Customer and/or its Drivers are responsible for the acquisition, cost and maintenance of such Driver-Provided Devices as well as any necessary wireless data plan; and (ii) Uber shall make available the Driver App for installation on such Driver-Provided Devices. Uber hereby grants the authorized user of any Driver-Provided Device a personal, non-exclusive, non-transferable license to install and use the Driver App on a Driver-Provided Device solely for the purpose of providing Transportation Services. Customer agrees to not, and shall cause each applicable Driver to not, provide, distribute or share, or enable the provision, distribution or sharing of, the Driver App (or any data associated therewith) with any third party. The foregoing license grant shall immediately terminate and Driver will delete and fully remove the Driver App from the Driver-Provided Device in the event that Customer and/or the applicable Driver ceases to provide Transportation Services using the Driver-Provided Device. Customer agrees, and shall inform each applicable Driver that: (i) use of the Driver App on a Driver-Provided Device requires an active data plan with a wireless carrier associated with the Driver-Provided Device, which data plan will be provided by either Customer or the applicable Driver at their own expense; and (ii) use of the Driver App on a Driver-Provided Device as an interface with the Uber Services may consume very large amounts of data through the data plan. **UBER ADVISES THAT DRIVER-PROVIDED DEVICES ONLY BE USED UNDER A DATA PLAN WITH UNLIMITED OR VERY HIGH DATA USAGE LIMITS, AND UBER SHALL NOT BE RESPONSIBLE**

OR LIABLE FOR ANY FEES, COSTS, OR OVERAGE CHARGES ASSOCIATED WITH ANY DATA PLAN.

2.8. **Location Based Services**. Customer acknowledges and agrees that each Driver's geo-location information must be provided to the Uber Services via a Device in order to provide Transportation Services. Customer acknowledges and agrees, and shall inform and obtain the consent of each Driver, that: (a) the Driver's geo-location information may be obtained by the Uber Services while the Driver App is running; and (b) the approximate location of the Driver's Vehicle will be displayed to the User before and during the provision of Transportation Services to such User. In addition, Company and its Affiliates may monitor, track and share with third parties Driver's geo-location information obtained by the Driver App and Device for safety and security purposes.

3. **Drivers and Vehicles**

3.1. **Driver Requirements**. Customer acknowledges and agrees that each Driver shall at all times: (a) hold and maintain (i) a valid driver's license with the appropriate level of certification to operate the Vehicle assigned to such Driver, and (ii) all licenses, permits, approvals and authority applicable to Customer and/or Driver that are necessary to provide passenger transportation services to third parties in the Territory; (b) possess the appropriate and current level of training, expertise and experience to provide Transportation Services in a professional manner with due skill, care and diligence; and (c) maintain high standards of professionalism, service and courtesy. Customer acknowledges and agrees that each Driver may be subject to certain background and driving record checks from time to time in order for such Driver to qualify to provide, and remain eligible to provide, Transportation Services. In addition if Customer and/or Driver are using the Uber App to provide Transportation Services in conjunction with operating a taxi (*"Taxi Services*"), such Customer and/or Driver shall comply with all applicable laws with respect thereto. Customer acknowledges and agrees that Uber reserves the right, at any time in Uber's sole discretion, to deactivate or otherwise restrict a Driver from accessing or using the Driver App or the Uber Services if Customer or such Driver fails to meet the requirements set forth in this Agreement or the Driver Addendum.

3.2. **Vehicle Requirements**. Customer acknowledges and agrees that each Vehicle shall at all times be: (a) properly registered and licensed to operate as a passenger transportation vehicle in the Territory; (b) owned or leased by Customer, or otherwise in Customer's lawful possession; (c) suitable for performing the passenger transportation services contemplated by this Agreement; and (d) maintained in good operating condition, consistent with industry safety and maintenance standards for a Vehicle of its kind and any additional standards or requirements in the applicable Territory, and in a clean and sanitary condition.

3.3. **Documentation**. To ensure Customer's and each of its Drivers' compliance with all requirements in Sections 3.1 and 3.2 above, Customer must provide Uber with written copies of all such licenses, permits, approvals, authority, registrations and certifications prior to Customer's and the applicable Drivers' provision of any Transportation Services. Thereafter, Customer must submit to Uber written evidence of all such licenses, permits, approvals, authority, registrations and certifications as they are renewed. Uber shall, upon request, be entitled to review such licenses, permits, approvals, authority, registrations and certifications from time to time, and Customer's failure to provide or maintain any of the foregoing shall constitute a material breach of this Agreement. Uber reserves the right to independently verify Customer's and any Driver's documentation from time to time in any way Uber deems appropriate in its reasonable discretion.

4. **Financial Terms**

4.1. **Fare Calculation and Customer Payment**. Customer is entitled to charge a fare for each instance of completed Transportation Services provided to a User that are obtained via the Uber Services (*"Fare"*), where such Fare is calculated based upon a base fare amount plus distance (as determined by Uber using location-based services enabled through the Device) and/or time amounts, as detailed at www.uber.com/cities for the applicable Territory ("*Fare Calculation*"). Customer acknowledges and agrees that the Fare provided under the Fare Calculation is the only payment Customer will receive in connection with the provision of Transportation Services, and that neither the Fare nor the Fare Calculation includes any gratuity. Customer is also entitled to charge User for any Tolls, taxes or fees incurred during the provision of Transportation Services, and, if applicable. Customer: (i) appoints Uber as Customer's limited payment collection agent solely for the purpose of accepting the Fare, applicable Tolls and, depending on the region and/or if requested by Customer, applicable taxes and fees from the User on behalf of the Customer via the payment processing functionality facilitated by the Uber Services; and (ii) agrees that payment made by User to Uber (or to an Affiliate of Uber acting as an agent of Uber) shall be considered the same as payment made directly by User to Customer. In addition, the parties acknowledge and agree that as between Customer and Uber, the Fare is a recommended amount, and the primary purpose of the pre-arranged Fare is to act as the default amount in the event Customer does not negotiate a different amount. Customer shall always have the right to: (i) charge a fare that is less than the pre-arranged Fare; or (ii) negotiate, at Customer's request, a Fare that is lower than the pre-arranged Fare (each of (i) and (ii) herein, a "*Negotiated Fare*"). Uber shall consider all such requests from Customer in good faith. Uber agrees to remit, or cause to be remitted, to Customer on at least a weekly basis: (a) the Fare less the applicable Service Fee; (b) the Tolls; and (c) depending on the region, certain taxes and ancillary fees. If Customer has separately agreed that other amounts may be deducted from the Fare prior to remittance to Customer (*e.g.*, vehicle financing payments, lease payments, mobile device usage charges, etc.), the order of any such deductions from the Fare shall be determined exclusively by Uber (as between Customer and Uber). Notwithstanding anything to the contrary in this Section 4.1, if Customer is providing Taxi Services, the following shall apply: (x) the Fare is calculated pursuant to local taxi regulations in the Territory; (y) Customer or Driver agrees to enter the exact Fare amount (as indicated by the official taxi meter in the Vehicle) into the Driver App upon completion of an instance of Transportation Services; and (z) in some jurisdictions, Users will pay such Customer or Driver directly rather than through Uber's mobile application (Uber will notify Customer if (z) is applicable in its Territory).

4.2. **Changes to Fare Calculation**. Uber reserves the right to change the Fare Calculation at any time in Uber's discretion based upon local market factors, and Uber will provide notice to Customer in the event of changes to the base fare, per mile, and/or per minute amounts that would result in a change in the recommended Fare for each instance of completed Transportation Services. Continued use of the Uber Services after any such change in the Fare Calculation shall constitute Customer's consent to such change.

4.3. **Fare Adjustment**. Uber reserves the right to: (i) adjust the Fare for a particular instance of Transportation Services (*e.g.*, Driver took an inefficient route, Driver failed to properly end a particular instance of Transportation Services in the Driver App, technical error in the Uber Services, etc.); or (ii) cancel the Fare for a particular instance of Transportation Services (*e.g.*, a User is charged for Transportation Services that were not provided, in the event of a User complaint, fraud, etc.). Uber's decision to reduce or cancel the Fare in any such manner shall be exercised in a reasonable manner.

4.4. **Service Fee**. In consideration of Uber's provision of the Driver App and the Uber Services for the use and benefit of Customer and its Drivers hereunder, Customer agrees to pay Uber a service fee on a per Transportation Services transaction basis calculated as a percentage of the Fare determined by the Fare Calculation (regardless of any Negotiated Fare), as provided to Customer and/or a Driver via email or otherwise made available electronically by Uber from time to time for the applicable Territory ("*Service Fee*"). In the event regulations applicable to Customer's Territory require taxes to be calculated on the Fare, Uber shall calculate the Service Fee based on the Fare net of such taxes. Uber reserves the right to change the Service Fee at any time in Uber's discretion based upon local market factors, and Uber will provide notice to Customer in the event of such change. Continued use of the Uber Services after any such change in the Service Fee calculation shall constitute Customer's consent to such change. In addition, with respect to Taxi Services in the applicable Territory, Customer agrees to pay Uber a booking fee in consideration of Uber's provision of the Driver App and the Uber Services.

4.5. **Cancellation Charges**. Customer acknowledges and agrees that Users may elect to cancel requests for Transportation Services that have been accepted by a Driver via the Driver App at any time prior to the Driver's arrival. In the event that a User cancels an accepted request for Transportation Services, Uber may charge the User a cancellation fee on behalf of the Customer. If charged, this cancellation fee shall be deemed the Fare for the cancelled Transportation Services for the purpose of remittance to Customer hereunder ("*Cancellation Fee*"). The parties acknowledge and agree that as between Customer and Uber, this Cancellation Fee is a recommended amount, and the primary purpose of such Cancellation Fee is to act as a default amount in the event Customer does not negotiate a different amount. Customer shall always have the right to: (i) charge a cancellation fee that is less than the Cancellation Fee; or (ii) negotiate, at your request, a cancellation fee that is lower than the Cancellation Fee (each of (i) and (ii) herein, a "*Negotiated Cancellation Fee*"). If charged, the Cancellation Fee (regardless of any Negotiated Cancellation Fee) shall be deemed the Fare for the cancelled Transportation Services for the purpose of remittance to Customer hereunder.

4.6. **Receipts**. As part of the Uber Services, Uber provides Customer a system for the delivery of receipts to Users for Transportation Services rendered. Upon the completion of Transportation Services for a User by a Driver, Uber prepares an applicable receipt and issues such receipt to the User via email on behalf of the Customer and applicable Driver. Such receipts are also provided via email or the online portal available to Customer through the Uber Services. Receipts include the breakdown of amounts charged to the User for Transportation Services and may include specific information about the Customer and applicable Driver, including the Customer's entity name and contact information and the Driver's name and photo, as well as a map of the route taken by the Driver. Customer shall inform Drivers that any corrections to a User's receipt for Transportation Services must be submitted to Uber in writing within three (3) business days after the completion of such Transportation Services. Absent such a notice, Uber shall not be liable for any mistakes in or corrections to the receipt or for recalculation or disbursement of the Fare.

4.7. **No Additional Amounts**. Customer acknowledges and agrees that, for the mutual benefit of the parties, through advertising and marketing, Uber and its Affiliates may seek to attract new Users to Uber and to increase existing Users' use of Uber's mobile application. Customer acknowledges and agrees such advertising or marketing does not entitle Customer to any additional monetary amounts beyond the amounts expressly set forth in this Agreement.

4.8. **Taxes**. Customer acknowledges and agrees that it is required to: (a) complete all tax registration obligations and calculate and remit all tax liabilities related to its and its Drivers' provision of Transportation Services as required by applicable law; and (b) provide Uber with all relevant tax information. Customer further acknowledges and agrees that it is responsible for taxes on its own income (and that of its Drivers) arising from the performance of Transportation Services. Notwithstanding anything to the contrary in this Agreement, Uber may in its reasonable discretion based on applicable tax and regulatory considerations, collect and remit taxes resulting from its or its Drivers' provision of Transportation Services and/or provide any of the relevant tax information provided by Customer or any Driver pursuant to the foregoing requirements in this Section 4.8 directly to the applicable governmental tax authorities on your behalf or otherwise.

5. **Proprietary Rights; License**

5.1. **License Grant**. Subject to the terms and conditions of this Agreement, Uber hereby grants Customer a non-exclusive, non-transferable, non-sublicensable, non-assignable license, during the term of this Agreement, to use (and allows its Drivers to use) the Uber Services (including the Driver App on a Device) solely for the purpose of providing Transportation Services to Users and tracking resulting Fares and Fees. All rights not expressly granted to Customer are reserved by Uber, its Affiliates and their respective licensors.

5.2. **Restrictions**. Customer shall not, and shall not allow any other party to: (a) license, sublicense, sell, resell, transfer, assign, distribute or otherwise provide or make available to any other party the Uber Services, Driver App or any Uber Device in any way; (b) modify or make derivative works based upon the Uber Services or Driver App; (c) improperly use the Uber Services or Driver App, including creating Internet "links" to any part of the Uber Services or Driver App, "framing" or "mirroring" any part of the Uber Services or Driver App on any other websites or systems, or "scraping" or otherwise improperly obtaining data from the Uber Services or Driver App; (d) reverse engineer, decompile, modify, or disassemble the Uber Services or Driver App, except as allowed under applicable law; or (e) send spam or otherwise duplicative or unsolicited messages. In addition, Customer shall not, and shall not allow any other party to, access or use the Uber Services or Driver App to: (i) design or develop a competitive or substantially similar product or service; (ii) copy or extract any features, functionality, or content thereof; (iii) launch or cause to be launched on or in connection with the Uber Services an automated program or script, including web spiders, crawlers, robots, indexers, bots, viruses or worms, or any program which may make multiple server requests per second, or unduly burden or hinder the operation and/or performance of the Uber Services; or (iv) attempt to gain unauthorized access to the Uber Services or its related systems or networks.

5.3. **Ownership**. The Uber Services, Driver App and Uber Data, including all intellectual property rights therein, and the Uber Devices are and shall remain the property of Uber, its Affiliates or their respective licensors. Neither this Agreement nor Customer's use of the Uber Services, Driver App or Uber Data conveys or grants to Customer any rights in or related to the Uber Services, Driver App or Uber Data, except for the limited license granted above. Customer is not permitted to use or reference in any manner Uber's, its Affiliates', or their respective licensors' company names, logos, product and service names, trademarks, service marks or other indicia of ownership, alone or in combination with other letters, punctuation, words, symbols and/or designs (the "*UBER Marks and Names*"). Customer will not try to register or otherwise claim ownership in any of the UBER Marks and Names, alone or in combination with other letters, punctuation, words, symbols and/or designs or in any confusingly similar mark or name.

6. **Confidentiality**

6.1. Each party acknowledges and agrees that in the performance of this Agreement it may have access to or may be exposed to, directly or indirectly, confidential information of the other party ("*Confidential Information*"). Confidential Information includes Uber Data, Driver IDs, User Information, and the transaction volume, marketing and business plans, business, financial, technical, operational and such other non-public information of each party (whether disclosed in writing or verbally) that such party designates as being proprietary or confidential or of which the other party should reasonably know that it should be treated as confidential.

6.2. Each party acknowledges and agrees that: (a) all Confidential Information shall remain the exclusive property of the disclosing party; (b) it shall not use Confidential Information of the other party for any purpose except in furtherance of this Agreement; (c) it shall not disclose Confidential Information of the other party to any third party, except to its employees, officers, contractors, agents and service providers ("*Permitted Persons*") as necessary to perform under this Agreement, provided Permitted Persons are bound in writing to obligations of confidentiality and non-use of Confidential Information no less protective than the terms hereof; and (d) it shall return or destroy all Confidential Information of the disclosing party, upon the termination of this Agreement or at the request of the other party (subject to applicable law and, with respect to Uber, its internal record-keeping requirements).

6.3. Notwithstanding the foregoing, Confidential Information shall not include any information to the extent it: (a) is or becomes part of the public domain through no act or omission on the part of the receiving party; (b) was possessed by the receiving party prior to the date of this Agreement without an obligation of confidentiality; (c) is disclosed to the receiving party by a third party having no obligation of confidentiality with respect thereto; or (d) is required to be disclosed pursuant to law, court order, subpoena or governmental authority, provided the receiving party notifies the disclosing party thereof and provides the disclosing party a reasonable opportunity to contest or limit such required disclosure.

7. **Privacy**

7.1. **Disclosure of Customer or Driver Information**. Subject to applicable law and regulation, Uber may, but shall not be required to, provide to Customer, a Driver, a User, an insurance company and/or relevant authorities and/or regulatory agencies any information (including personal information (*e.g.*, information obtained about a Driver through any background check) and any Uber Data) about Customer, a Driver, or any Transportation Services provided hereunder if: (a) there is a complaint, dispute or conflict, including an accident, between Customer or a Driver on the one hand and a User on the other hand; (b) it is necessary to enforce the terms of this Agreement; (c) it is required, in Uber's or any Affiliate's sole discretion, by applicable law or regulatory requirements (*e.g.*, Uber or its Affiliate receives a subpoena, warrant, or other legal process for information); (d) it is necessary, in Uber's or any Affiliate's sole discretion, to (1) protect the safety, rights, property or security of Uber or its Affiliates, the Uber Services or any third party; (2) protect the safety of the public for any reason including the facilitation of insurance claims related to the Uber Services; (3) detect, prevent or otherwise address fraud, security or technical issues; and/or (4) prevent or stop activity Uber or its Affiliates, in their sole discretion, may consider to be, or to pose a risk of being, an illegal, unethical, or legally actionable activity); or (e) it is required or necessary, in Uber's or any of its Affiliate's sole discretion, for insurance or other purposes related to Customer's or any Driver's ability to qualify, or remain qualified, to use the Uber Services. Customer understands that Uber may retain and its Drivers' personal data for legal, regulatory, safety and other necessary purposes after this Agreement is terminated.

7.2. Uber and its Affiliates may collect personal data from Customer or a Driver during the course of Customer's or such Driver's application for, and use of, the Uber Services, or obtain information about Customer or any Drivers from third parties. Such information may be stored, processed, transferred, and accessed by Uber and its Affiliates, third parties and service providers, for business purposes, including for marketing, lead generation, service development and improvement, analytics, industry and market research, and such other purposes consistent with Uber's and its Affiliates' legitimate business needs. Customer (or Driver, through the Driver Addendum) expressly consents to such use of personal data.

8. **Insurance**

8.1. Customer agrees to maintain during the term of this Agreement on all Vehicles operated by Customer or its Drivers commercial automobile liability insurance that provides protection against bodily injury and property damage to third parties at levels of coverage that satisfy all applicable laws in the Territory. This coverage must also include any no-fault coverage required by law in the Territory that may not be waived by an insured. Customer agrees to provide Uber and its Affiliates a copy of the insurance policy, policy declarations, proof of insurance identification card and proof of premium payment for the insurance policy required in this Section 8.1 upon request. Furthermore, Customer must provide Uber with written notice of cancellation of any insurance policy required by Uber. Uber shall have no right to control Customer's selection or maintenance of Customer's policy.

8.2. Customer agrees to maintain during the term of this Agreement commercial general liability insurance that provides protection against personal injury, advertising injury and property damage to third parties at levels of coverage required by all applicable laws in the Territory.

8.3. **Customer agrees to maintain during the term of this Agreement workers' compensation insurance for itself and any of its subcontractors as required by all applicable laws in the Territory. If permitted by applicable law, Customer may choose to insure itself against industrial injuries by maintaining occupational accident insurance in place of workers' compensation insurance. Customer's subcontractors may also, to the extent permitted by applicable law, maintain occupational accident insurance in place of workers' compensation insurance. Furthermore, if permitted by applicable law, Customer may choose not to insure itself against industrial injuries at all, but does so at its own risk.**

8.4. Customer shall add Uber (or any Affiliate which may be designated by Uber from time to time) to Customer's insurance policies required in Sections 8.1 and 8.2 above as an additional insured, and shall, upon Uber's request, provide Uber with a copy of such insurance certificate(s) within seven (7) days of such request.

9. **Representations and Warranties; Disclaimers**

9.1. **By Customer**. Customer hereby represents and warrants that: (a) it has full power and authority to enter into this Agreement and perform its obligations hereunder; (b) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its origin; (c) it has not entered into, and during the term will not enter into, any agreement that would prevent it from complying with this Agreement; (d) it will comply with all applicable laws in its performance of this Agreement, including holding and complying with all permits, licenses, registrations and other governmental authorizations necessary to provide (i) Transportation Services using the Drivers and Vehicles pursuant to this Agreement, and (ii) passenger transportation services to third parties in the Territory generally; and (e) it shall require all Drivers to comply with the Driver Addendum, the applicable terms and conditions set forth in this Agreement and all applicable laws.

9.2. **Disclaimer of Warranties**. UBER PROVIDES, AND CUSTOMER ACCEPTS, THE UBER SERVICES, DRIVER APP AND THE UBER DEVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS. UBER DOES NOT REPRESENT, WARRANT OR GUARANTEE THAT CUSTOMER'S OR ANY DRIVER'S ACCESS TO OR USE OF THE UBER SERVICES, DRIVER APP OR THE UBER DEVICES: (A) WILL BE UNINTERRUPTED OR ERROR FREE; OR (B) WILL RESULT IN ANY REQUESTS FOR TRANSPORTATION SERVICES. UBER FUNCTIONS AS AN ON-DEMAND LEAD GENERATION AND RELATED SERVICE ONLY AND MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES AS TO THE ACTIONS OR INACTIONS OF THE USERS WHO MAY REQUEST OR RECEIVE TRANSPORTATION SERVICES FROM CUSTOMER OR ANY DRIVER HEREUNDER, AND UBER DOES NOT SCREEN OR OTHERWISE EVALUATE USERS. BY USING THE UBER SERVICES AND DRIVER APP, CUSTOMER ACKNOWLEDGES AND AGREES THAT CUSTOMER OR A DRIVER MAY BE INTRODUCED TO A THIRD PARTY THAT MAY POSE HARM OR RISK TO CUSTOMER, A DRIVER OR OTHER THIRD PARTIES. CUSTOMER AND DRIVERS ARE ADVISED TO TAKE REASONABLE PRECAUTIONS WITH RESPECT TO INTERACTIONS WITH THIRD PARTIES ENCOUNTERED IN CONNECTION WITH THE USE OF THE UBER SERVICES OR DRIVER APP. NOTWITHSTANDING UBER'S APPOINTMENT AS THE LIMITED PAYMENT COLLECTION AGENT OF CUSTOMER FOR THE PURPOSE OF ACCEPTING PAYMENT FROM USERS ON BEHALF OF CUSTOMER AS SET FORTH IN SECTION 4 ABOVE, UBER EXPRESSLY DISCLAIMS ALL LIABILITY FOR ANY ACT OR OMISSION OF CUSTOMER, ANY USER OR OTHER THIRD PARTY.

9.3. **No Service Guarantee**. UBER DOES NOT GUARANTEE THE AVAILABILITY OR UPTIME OF THE UBER SERVICES OR DRIVER APP. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE UBER SERVICES OR DRIVER APP MAY BE UNAVAILABLE AT ANY TIME AND FOR ANY REASON (*e.g.*, DUE TO SCHEDULED MAINTENANCE OR NETWORK FAILURE). FURTHER, THE UBER SERVICES OR DRIVER APP MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS, AND UBER IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGES, LIABILITIES OR LOSSES RESULTING FROM SUCH PROBLEMS.

10. **Indemnification**

10.1. Customer shall indemnify, defend (at Uber's option) and hold harmless Uber and its Affiliates and their respective officers, directors, employees, agents, successors and assigns from and against any and all liabilities, expenses (including legal fees), damages, penalties, fines, social security contributions and taxes arising out of or related to: (a) Customer's breach of its representations, warranties or obligations under this Agreement; or (b) a claim by a third party (including Users, regulators and governmental authorities) directly or indirectly related to Customer's provision of Transportation Services or use of the Uber Services. This indemnification provision shall not apply to Customer's or any Drivers' breach of any representations regarding their status as independent contractors.

10.2. As between Customer and Uber, Customer is and shall be solely responsible for its Drivers' provision of Transportation Services. As such, Customer shall indemnify, defend (at Uber's option) and hold harmless Uber and its Affiliates and their respective officers, directors, employees, agents, successors and assigns from and against any and all liabilities, expenses (including legal fees), damages, penalties, fines, social contributions and taxes directly or indirectly arising out of or related to its Drivers' provision of Transportation Services or use of the Uber Services.

11. **Limits of Liability**. UBER AND ITS AFFILIATES SHALL NOT BE LIABLE UNDER OR RELATED TO THIS AGREEMENT FOR ANY OF THE FOLLOWING, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES: (i) ANY INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES OF ANY TYPE OR KIND; OR (ii) CUSTOMER'S OR ANY THIRD PARTY'S PROPERTY DAMAGE, OR LOSS OR INACCURACY OF DATA, OR LOSS OF BUSINESS, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE. EXCEPT FOR UBER'S OBLIGATIONS TO PAY AMOUNTS DUE TO CUSTOMER PURSUANT TO SECTION 4 ABOVE, BUT SUBJECT TO ANY LIMITATIONS OR OTHER PROVISIONS CONTAINED IN THIS AGREEMENT WHICH ARE APPLICABLE THERETO, IN NO EVENT SHALL THE LIABILITY OF UBER OR ITS AFFILIATES UNDER THIS AGREEMENT EXCEED THE AMOUNT OF SERVICE FEES ACTUALLY PAID TO OR DUE TO UBER HEREUNDER IN THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM.

12. **Term and Termination**

12.1. **Term**. This Agreement shall commence on the date accepted by Customer and shall continue until terminated as set forth herein.

12.2. **Termination**. Either party may terminate this Agreement: (a) without cause at any time upon seven (7) days prior written notice to the other party; (b) immediately, without notice, for the other party's material breach of this Agreement; or (c) immediately, without notice, in the event of the insolvency or bankruptcy of the other party, or upon the other party's filing or submission of request for suspension of payment (or similar action or event) against the terminating party. In addition, Uber may terminate this Agreement or deactivate Customer or a particular Driver immediately, without notice, with respect to Customer and/or any Driver in the event Customer and/or any Driver, as applicable, no longer qualifies, under applicable law or the standards and policies of Uber, to provide Transportation Services or to operate the Vehicle, or as otherwise set forth in this Agreement.

12.3. **Effect of Termination**. Upon termination of the Agreement, Customer and all Drivers, as applicable, shall: (a) promptly return to Uber all Uber Devices; and (b) immediately delete and fully remove the Driver App from any applicable Driver-Provided Devices. Outstanding payment obligations and Sections 1, 2.3, 2.5, 2.6.3, 4.7, 4.8, 5.3, 6, 7, 9, 10, 11, 12.3, 13, 14 and 15 shall survive the termination of this Agreement.

13. **Relationship of the Parties**

13.1. **Except as otherwise expressly provided herein with respect to Uber acting as the limited payment collection agent solely for the purpose of collecting payment from Users on behalf of Customer, the relationship between the parties under this Agreement is solely that of independent contracting parties. The parties expressly agree that: (a) this Agreement is not an employment agreement, nor does it create an employment relationship, between Uber and Customer or Uber and any Driver; and (b) no joint venture, partnership, or agency relationship exists between Uber and Customer or Uber and any Driver**.

13.2. Customer has no authority to bind Uber and undertakes not to hold itself out, and to ensure that each Driver does not hold himself or herself out, as an employee, agent or authorized representative of Uber or its Affiliates. Where, by implication of mandatory law or otherwise, Customer or any Driver may be deemed an agent or representative of Uber, Customer undertakes and agrees to indemnify, defend (at Uber's option) and hold Uber and its Affiliates harmless from and against any claims by any person or entity based on such implied agency or representative relationship.

14. **Miscellaneous Terms**

14.1. **Modification**. In the event Uber modifies the terms and conditions of this Agreement or Driver Addendum at any time, such modifications shall be binding on Customer only upon Customer's acceptance of the modified Agreement and/or Driver Addendum. Uber reserves the right to modify any information referenced at hyperlinks from this Agreement from time to time. Customer hereby acknowledges and agrees that, by using the Uber Services, or downloading, installing or using the Driver App, Customer is bound by any future amendments and additions to information referenced at hyperlinks herein, or documents incorporated herein, including with respect to Fare Calculations. Continued use of the Uber Services or Driver App after any such changes shall constitute Customer's consent to such changes. Unless changes are made to the arbitration provisions herein, Customer agrees that modification of this Agreement does not create a renewed opportunity to opt out of arbitration.

14.2. **Supplemental Terms**. Supplemental terms may apply to Customer's and Driver's use of the Uber Services, such as use policies or terms related to certain features and functionality, which may be modified from time to time ("*Supplemental Terms*"). Customer may be presented with certain Supplemental Terms from time to time. Supplemental Terms are in addition to, and shall be deemed a part of, this Agreement. Supplemental Terms shall prevail over this Agreement in the event of a conflict.

14.3. **Severability**. If any provision of this Agreement is or becomes invalid or non-binding, the parties shall remain bound by all other provisions hereof. In that event, the parties shall replace the invalid or non-binding provision with provisions that are valid and binding and that have, to the greatest extent possible, a similar effect as the invalid or non-binding provision, given the contents and purpose of this Agreement.

14.4. **Assignment**. Neither party shall assign or transfer this Agreement or any of its rights or obligations hereunder, in whole or in part, without the prior written consent of the other party; provided that Uber may assign or transfer this Agreement or any or all of its rights or obligations under this Agreement from time to time without consent: (a) to an Affiliate; or (b) to an acquirer of all or substantially all of Uber's business, equity or assets.

14.5. **Entire Agreement**. This Agreement, including all Supplemental Terms, constitutes the entire agreement and understanding of the parties with respect to its subject matter and replaces and supersedes all prior or contemporaneous agreements or undertakings regarding such subject matter. In this Agreement, the words "including" and "include" mean "including, but not limited to." The recitals form a part of this Agreement.

14.6. **No Third Party Beneficiaries**. There are no third party beneficiaries to this Agreement, except as expressly set forth in the Arbitration Provision in Section 15.3. Nothing contained in this Agreement is intended to or shall be interpreted to create any third party beneficiary claims.

14.7. **Notices**. Any notice delivered by Uber to Customer under this Agreement will be delivered by email to the email address associated with Customer's account or by posting on the Customer portal available on the Uber Services. Any notice delivered by Customer to Uber under this

Agreement will be delivered by contacting Uber at http://partners.uber.com in the "Contact Us" section. Additional Territory-specific notices may be required from time to time.

15. **Governing Law; Arbitration**

15.1 The choice of law provisions contained in this Section 15.1 do not apply to the arbitration clause contained in Section 15.3, such arbitration clause being governed by the Federal Arbitration Act. Accordingly, and except as otherwise stated in Section 15.3, the interpretation of this Agreement shall be governed by California law, without regard to the choice or conflicts of law provisions of any jurisdiction. Any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Uber Services that are not subject to the arbitration clause contained in this Section 15.3 shall be subject to the exclusive jurisdiction of the state and federal courts located in the City and County of San Francisco, California. However, neither the choice of law provision regarding the interpretation of this Agreement nor the forum selection provision is intended to create any other substantive right to non-Californians to assert claims under California law whether that be by statute, common law, or otherwise. These provisions, and except as otherwise provided in Section 15.3, are only intended to specify the use of California law to interpret this Agreement and the forum for disputes asserting a breach of this Agreement, and these provisions shall not be interpreted as generally extending California law to Customer if Customer does not otherwise operate its business in California. The foregoing choice of law and forum selection provisions do not apply to the arbitration clause in Section 15.3 or to any arbitrable disputes as defined therein. Instead, as described in Section 15.3, the Federal Arbitration Act shall apply to any such dispute. The failure of Uber to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Uber in writing.

15.2 Other than disputes regarding the intellectual property rights of the parties and other claims identified in Section 15.3.ii, any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Uber Services shall be subject to arbitration pursuant to Section 15.3.

15.3 Arbitration.

Important Note Regarding this Section 15.3:

- Except as provided below, arbitration does not limit or affect the legal claims you may bring against Uber. Agreeing to arbitration only affects where any such claims may be brought and how they will be resolved.

- Arbitration is a process of private dispute resolution that does not involve the civil courts, a civil judge, or a jury. Instead, the parties' dispute is decided by a private arbitrator selected by the parties using the process set forth herein. Other arbitration rules and procedures are also set forth herein.

- Unless the law requires otherwise, as determined by the Arbitrator based upon the circumstances presented, you will be required to split the cost of any arbitration with Uber.

- IMPORTANT: This Arbitration Provision will require you to resolve any claim that you may have against Uber on an individual basis, except as provided below, pursuant to the terms of the Agreement unless you choose to opt out of the Arbitration Provision. Except as provided below, this provision will preclude you from bringing any class, collective, or representative action (other than actions under the Private Attorneys General Act of 2004 ("PAGA"), California Labor Code § 2698 *et seq.* ("PAGA")) against Uber, and also precludes you from participating in or recovering relief under any current or future class, collective, or representative (non-PAGA) action brought against Uber by someone else.

  - ***Cases have been filed against Uber and may be filed in the future involving claims by users of Uber Services and Software, including by drivers. You should assume that there are now, and may be in the future, lawsuits against Uber alleging class, collective, and/or representative (non-PAGA) claims on your behalf, including but not limited to claims for tips, reimbursement of expenses, and employment status. Such claims, if successful, could result in some monetary recovery to you.*** ***(THESE CASES NOW INCLUDE, FOR EXAMPLE, YUCESOY ET AL. V. UBER TECHNOLOGIES, INC., ET AL., CASE NO. 3:15-CV-00262 (NORTHERN DISTRICT OF CALIFORNIA); IN RE UBER FCRA LITIGATION, CASE NO. 14-CV-05200-EMC (NORTHERN DISTRICT OF CALIFORNIA); AND O'CONNOR V. UBER TECHNOLOGIES, INC., ET AL., CASE NO. CV 13-03826-EMC (NORTHERN DISTRICT OF CALIFORNIA). The contact information for counsel in the O'Connor matter is as follows: Shannon Liss-Riordan, Lichten & Liss-Riordan, P.C., 100 Cambridge Street, 20th Floor, Boston, MA 02114, Telephone: (617) 994-5800, Fax: (617) 994-5801, email: sliss@llrlaw.com.)***

  - **The mere existence of such class, collective, and/or representative lawsuits, however, does not mean that such lawsuits will ultimately succeed. But if you do agree to arbitration with Uber, you are agreeing in advance, except as otherwise provided, that you will not participate in and,**

therefore, will not seek to recover monetary or other relief under any such class, collective, and/or representative (non-PAGA) lawsuit.

- **However, as discussed above and except as provided below, if you agree to arbitration, you will not be precluded from bringing your claims against Uber in an individual arbitration proceeding. If successful on such claims, you could be awarded money or other relief by an arbitrator (subject to splitting the cost of arbitration as mentioned above).**

WHETHER TO AGREE TO ARBITRATION IS AN IMPORTANT BUSINESS DECISION. IT IS YOUR DECISION TO MAKE, AND YOU SHOULD NOT RELY SOLELY UPON THE INFORMATION PROVIDED IN THIS AGREEMENT AS IT IS NOT INTENDED TO CONTAIN A COMPLETE EXPLANATION OF THE CONSEQUENCES OF ARBITRATION. YOU SHOULD TAKE REASONABLE STEPS TO CONDUCT FURTHER RESEARCH AND TO CONSULT WITH OTHERS — INCLUDING BUT NOT LIMITED TO AN ATTORNEY — REGARDING THE CONSEQUENCES OF YOUR DECISION, JUST AS YOU WOULD WHEN MAKING ANY OTHER IMPORTANT BUSINESS OR LIFE DECISION.

i. <u>How This Arbitration Provision Applies</u>.

This Arbitration Provision is governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq. (the "FAA") and evidences a transaction involving interstate commerce. This Arbitration Provision applies to any dispute arising out of or related to this Agreement or termination of the Agreement and survives after the Agreement terminates. Nothing contained in this Arbitration Provision shall be construed to prevent or excuse You from utilizing any informal procedure for resolution of complaints established in this Agreement (if any), and this Arbitration Provision is not intended to be a substitute for the utilization of such procedures.

Except as it otherwise provides, this Arbitration Provision is intended to apply to the resolution of disputes that otherwise would be resolved in a court of law or before any forum other than arbitration, with the exception of proceedings that must be exhausted under applicable law before pursuing a claim in a court of law or in any forum other than arbitration. Except as it otherwise provides, this Arbitration Provision requires all such disputes to be resolved only by an arbitrator through final and binding arbitration on an individual basis only and not by way of court or jury trial, or by way of class, collective, or representative (non-PAGA) action.

Except as provided in Section 15.3(v), below, regarding the Class Action Waiver, such disputes include without limitation disputes arising out of or relating to interpretation or application of this Arbitration Provision, including the enforceability, revocability or validity of the Arbitration

Provision or any portion of the Arbitration Provision. All such matters shall be decided by an Arbitrator and not by a court or judge. However, as set forth below, the preceding sentences shall not apply to disputes relating to the interpretation or application of the Class Action Waiver or PAGA Waiver below, including their enforceability, revocability or validity.

Except as it otherwise provides, this Arbitration Provision also applies, without limitation, to all disputes between You and Uber, as well as all disputes between You and Uber's fiduciaries, administrators, affiliates, subsidiaries, parents, and all successors and assigns of any of them, including but not limited to any disputes arising out of or related to this Agreement and disputes arising out of or related to Your relationship with Uber, including termination of the relationship. This Arbitration Provision also applies, without limitation, to disputes regarding any city, county, state or federal wage-hour law, trade secrets, unfair competition, compensation, breaks and rest periods, expense reimbursement, termination, harassment and claims arising under the Uniform Trade Secrets Act, Civil Rights Act of 1964, Americans With Disabilities Act, Age Discrimination in Employment Act, Family Medical Leave Act, Fair Labor Standards Act, Employee Retirement Income Security Act (except for individual claims for employee benefits under any benefit plan sponsored by Uber and covered by the Employee Retirement Income Security Act of 1974 or funded by insurance), Genetic Information Non-Discrimination Act, and state statutes, if any, addressing the same or similar subject matters, and all other similar federal and state statutory and common law claims.

This Agreement is intended to require arbitration of every claim or dispute that lawfully can be arbitrated, except for those claims and disputes which by the terms of this Agreement are expressly excluded from the Arbitration Provision.

Uber Technologies, Inc. is an intended, third party beneficiary of this Agreement.

ii. Limitations On How This Agreement Applies.

The disputes and claims set forth below shall not be subject to arbitration and the requirement to arbitrate set forth in Section 15.3 of this Agreement shall not apply:

A representative action brought on behalf of others under the Private Attorneys General Act of 2004 ("PAGA"), California Labor Code § 2698 *et seq.*, to the extent waiver of such a claim is deemed unenforceable by a court of competent jurisdiction;

Claims for workers compensation, state disability insurance and unemployment insurance benefits;

Regardless of any other terms of this Agreement, nothing prevents you from making a report to or filing a claim or charge with the Equal Employment Opportunity Commission, U.S. Department of Labor, Securities Exchange Commission, National Labor Relations Board, or Office of Federal Contract Compliance Programs, and nothing in this Agreement or Arbitration Provision prevents the investigation by a government agency of any report, claim or charge otherwise covered by this Arbitration Provision. Nothing in this Arbitration Provision shall be deemed to preclude or excuse a party from bringing an administrative claim before any agency in order to fulfill the party's obligation to exhaust administrative remedies before making a claim in arbitration;

Disputes that may not be subject to a predispute arbitration agreement pursuant to applicable Federal law or Executive Order are excluded from the coverage of this Arbitration Provision;

Disputes regarding the Intellectual Property Rights of the parties;

This Arbitration Provision shall not be construed to require the arbitration of any claims against a contractor that may not be the subject of a mandatory arbitration agreement as provided by section 8116 of the Department of Defense ("DoD") Appropriations Act for Fiscal Year 2010 (Pub. L. 111-118), section 8102 of the Department of Defense ("DoD") Appropriations Act for Fiscal Year 2011 (Pub. L. 112-10, Division A), and their implementing regulations, or any successor DoD appropriations act addressing the arbitrability of claims.

iii. Selecting The Arbitrator and Location of the Arbitration.

The Arbitrator shall be selected by mutual agreement of Uber and You. Unless You and Uber mutually agree otherwise, the Arbitrator shall be an attorney licensed to practice in the location where the arbitration proceeding will be conducted or a retired federal or state judicial officer who presided in the jurisdiction where the arbitration will be conducted. If the Parties cannot agree on an Arbitrator, then an arbitrator will be selected using the alternate strike method from a list of five (5) neutral arbitrators provided by JAMS (Judicial Arbitration & Mediation Services). You will have the option of making the first strike. If a JAMS arbitrator is used, then the JAMS Streamlined Arbitration Rules & Procedures rules will apply; however, if there is a conflict between the JAMS Rules and this Agreement, this Agreement shall govern. Those rules are available here:

http://www.jamsadr.com/rules-streamlined-arbitration/

The location of the arbitration proceeding shall be no more than 45 miles from the place where You last provided transportation services under this Agreement, unless each party to the arbitration agrees in writing otherwise.

iv. Starting The Arbitration.

All claims in arbitration are subject to the same statutes of limitation that would apply in court. The party bringing the claim must demand arbitration in writing and deliver the written demand by hand or first class mail to the other party within the applicable statute of limitations period. The demand for arbitration shall include identification of the Parties, a statement of the legal and factual basis of the claim(s), and a specification of the remedy sought. Any demand for arbitration made to Uber shall be provided to General Counsel, Uber Technologies, Inc., 1455 Market St., Ste. 400, San Francisco CA 94103. The Arbitrator shall resolve all disputes regarding the timeliness or propriety of the demand for arbitration. A party may apply to a court of competent jurisdiction for temporary or preliminary injunctive relief in connection with an arbitrable controversy, but only upon the ground that the award to which that party may be entitled may be rendered ineffectual without such provisional relief.

v. How Arbitration Proceedings Are Conducted.

In arbitration, the Parties will have the right to conduct adequate civil discovery, bring dispositive motions, and present witnesses and evidence as needed to present their cases and defenses, and any disputes in this regard shall be resolved by the Arbitrator.

You and Uber agree to resolve any dispute that is in arbitration on an individual basis only, and not on a class or collective action basis ("Class Action Waiver"). The Arbitrator shall have no authority to consider or resolve any claim or issue any relief on any basis other than an individual basis. **The Arbitrator shall have no authority to consider or resolve any claim or issue any relief on a class, collective, or representative basis.** Notwithstanding any other provision of this Agreement, the Arbitration Provision or the JAMS Streamlined Arbitration Rules & Procedures, disputes regarding the enforceability, revocability or validity of the Class Action Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator. In any case in which (1) the dispute is filed as a class, collective, or representative action and (2) there is a final judicial determination that all or part of the Class Action Waiver is unenforceable, the class, collective, and/or representative action to that extent must be litigated in a civil court of competent jurisdiction, but the portion of the Class Action Waiver that is enforceable shall be enforced in arbitration.

While Uber will not take any retaliatory action in response to any exercise of rights You may have under Section 7 of the National Labor Relations Act, if any, Uber shall not be precluded from moving to enforce its rights under the FAA to compel arbitration on the terms and conditions set forth in this Agreement.

Private Attorneys General Act.

Notwithstanding any other provision of this Agreement or the Arbitration Provision, to the extent permitted by law, (1) **You and Uber agree not to bring a representative action on behalf of others under the Private Attorneys General Act of 2004 ("PAGA"), California Labor Code § 2698 et seq., in any court or in arbitration**, and (2) for any claim brought on a private attorney general basis—i.e., where you are seeking to pursue a claim on behalf of a government entity—both you and Uber agree that any such dispute shall be resolved in arbitration on an individual basis only (i.e., to resolve whether you have personally been aggrieved or subject to any violations of law), and that such an action may not be used to resolve the claims or rights of other individuals in a single or collective proceeding (i.e., to resolve whether other individuals have been aggrieved or subject to any violations of law) ("PAGA Waiver"). Notwithstanding any other provision of this Agreement or the Arbitration Provision, the validity of the PAGA Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator. If any provision of the PAGA Waiver is found to be unenforceable or unlawful for any reason, (1) the unenforceable provision shall be severed from this Agreement; (2) severance of the unenforceable provision shall have no impact whatsoever on the Arbitration Provision or the Parties' attempt to arbitrate any remaining claims on an individual basis pursuant to the Arbitration Provision; and (3) any representative action brought under PAGA on behalf of others must be litigated in a civil court of competent jurisdiction and not in arbitration. To the extent that there are any claims to be litigated in a civil court of competent jurisdiction because a civil court of competent jurisdiction determines that the PAGA Waiver is unenforceable with respect to those claims, the Parties agree that litigation of those claims shall be stayed pending the outcome of any individual claims in arbitration.

vi. Paying For The Arbitration.

Each party will pay the fees for his, her or its own attorneys, subject to any remedies to which that party may later be entitled under applicable law (i.e., a party prevails on a claim that provides for the award of reasonable attorney fees to the prevailing party). In all cases where required by law, Uber will pay the Arbitrator's and arbitration fees. If under applicable law Uber is not required to pay all of the Arbitrator's and/or arbitration fees, such fee(s) will be apportioned equally between the Parties or as otherwise required by applicable law. However, You will not be required to bear any type of fee or expense that You would not be required to bear if You had filed the action in a court of law. Any disputes in that regard will be resolved by the Arbitrator as soon as practicable after the Arbitrator is selected, and Uber shall bear all of the Arbitrator’s and arbitration fees until such time as the Arbitrator resolves any such dispute.

vii. The Arbitration Hearing And Award.

The Parties will arbitrate their dispute before the Arbitrator, who shall confer with the Parties regarding the conduct of the hearing and resolve any disputes the Parties may have in that regard. Within 30 days of the close of the arbitration hearing, or within a longer period of time as agreed to by the Parties or as ordered by the Arbitrator, any party will have the right to prepare, serve on the other party and file with the Arbitrator a brief. The Arbitrator may award any party any remedy to which that party is entitled under applicable law, but such remedies shall be limited to those that would be available to a party in his or her individual capacity in a court of law for the claims presented to and decided by the Arbitrator, and no remedies that otherwise would be available to an individual in a court of law will be forfeited by virtue of this Arbitration Provision. The Arbitrator will issue a decision or award in writing, stating the essential findings of fact and conclusions of law. A court of competent jurisdiction shall have the authority to enter a judgment upon the award made pursuant to the arbitration. The Arbitrator shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected on appeal to a court of competent jurisdiction for any such error.

viii. Your Right To Opt Out Of Arbitration.

Arbitration is not a mandatory condition of your contractual relationship with Uber. If You do not want to be subject to this Arbitration Provision, You may opt out of this Arbitration Provision by notifying Uber in writing of Your desire to opt out of this Arbitration Provision, which writing must be dated, signed and delivered by electronic mail to optout@uber.com, by U.S. Mail, or by any nationally recognized delivery service (*e.g*, UPS, Federal Express, etc.), or by hand delivery to:

General Counsel
Uber Technologies, Inc.
1455 Market St., Ste. 400
San Francisco CA 94103

In order to be effective, the writing must clearly indicate Your intent to opt out of this Arbitration Provision and the envelope containing the signed writing must be received (if delivered by hand) or post-marked within 30 days of the date this Agreement is executed by You. Your writing opting out of this Arbitration Provision will be filed with a copy of this Agreement and maintained by Uber. Should You not opt out of this Arbitration Provision within the 30-day period, You and Uber shall be bound by the terms of this Arbitration Provision. You have the right to consult with counsel of Your choice concerning this Arbitration Provision. You understand that You will not be subject to retaliation if You exercise Your right to assert claims or opt-out of coverage under this Arbitration Provision.

ix. Full And Complete Agreement Related To Formal Resolution Of Disputes; Enforcement Of This Agreement.

This Arbitration Provision is the full and complete agreement relating to the formal resolution of disputes arising out of this Agreement. Except as stated in subsection v, above, in the event any portion of this Arbitration Provision is deemed unenforceable, the remainder of this Arbitration Provision will be enforceable.

By clicking "I accept", Customer expressly acknowledge that Customer has read, understood, and taken steps to thoughtfully consider the consequences of this Agreement, that Customer agrees to be bound by the terms and conditions of the Agreement, and that Customer is legally competent to enter into this Agreement with Uber.

EXHIBIT 6

CITY COUNCIL
CITY OF NEW YORK

------------------------ X

TRANSCRIPT OF THE MINUTES

Of the

COMMITTEE ON TRANSPORTATION
AND INFRASTRUCTURE

------------------------ X

September 27, 2024
Start: 10:20 a.m.
Recess: 3:45 p.m.

HELD AT: COUNCIL CHAMBERS - CITY HALL

B E F O R E: Selvena Brooks-Powers, Chairperson

COUNCIL MEMBERS:

Public Advocate Williams
Joann Ariola
Chris Banks
Carmen N. De La Rosa
Amanda Farias
Shekar Krishnan
Farah N. Louis
Mercedes Narcisse
Carlina Rivera
Julie Won

A P P E A R A N C E S (CONTINUED)

Alexander Kemp
TWU Local 100

Leroy Morrison
NYC Commuter Van Assoc.

Bhairavi Desai
NYTWA

Luis Alzate
ATU Local 1056

James DiGiovanni
Deputy Commissioner for Policy and Community Affairs

Carlos Ortiz

David Do
TLC

I.Daneek Miller
Self

Giovanny Ramos
Self

Ibrahim Zoure
NYTWA

Jeremy Moskowitz
Voyager Global Mobility

Mohamed Mohamed
Self

Bamba Diakite
Self

A P P E A R A N C E S (CONTINUED)

Walter Hurdle
Self

Dennis A. Addison
Self

Yoden Thoden
Self

Desmond West
Royal Rose Transportation Commuter Van

Carmen Cruz
New York Taxi Workers Alliance

Frank Haley
Self

Naveed Paracha
Self

Suresh Chand(SP?)
Self

Shamsur Rahman
Self

Wain Chin
Self

Akinwunmi Anthony Komolafe
Self

Allison Langley
New York Taxi Workers Alliance

Tenzin Dorjee “Tendor”
Self

Pradhumna Rayamajhi
Self

A P P E A R A N C E S (CONTINUED)

Josh Gold
Uber

Pasang N. Sherpa
Self

Hylande Pierre-Louis(SP?)
Self

Ganesh Harry
Self

Tenzin Phentok Lama
Self

Richard Chow
Self

Diallo Tizo
Self

Urgen Sherpa
Self

Kunchok Dolma
Self

Kunga Rota
Self

Malang Gassama(SP?)
Self

Alpha Barry
Self

Saif Aizah
Self

Saiful Hogue
Self

A P P E A R A N C E S (CONTINUED)

Barry Mohamed
Self

Mohamed Barry
Self

Norbu Choezung
Self

Tashi Choephel
Self

Tenzin Tsering
Self

Tsering Diki
Self

Raul Rivera
Self

Dolma Yangzom
Self

Sonam Sangpo
Self

Tenzin Bhuti
Self

Tsering Lhamu Serpha
Self

Zubin Soleimany
Self

Marleny Cruz
Self

Christopher Leon Johnson
Self

A P P E A R A N C E S (CONTINUED)

Choudary Adnan
Self

Ibrahim K. Diallo
Self

Sameena Syed(SP?)
Self

Nima Sange Sherpa
Self

Chhewang Lama
Self

Tashi Dolma
Self

Dorel Tamam
Self

Yohanes Lie
Self

Akouete Afandalo
Self

MD Karim
Self

Ugyen Pema
Self

Nicole Salk
Brooklyn Legal Services

Lhakpa Dhoundup

Charles Dorvil

A P P E A R A N C E S (CONTINUED)

Shahal Udolin(SP?)
Self

Anthony Aybozo
Self

Modibo Doukaru(SP?)
Self

Paul Sonn
Self

Lateef Ajala
Self

Mohammad Ali Awan
Self

Arvan Babar
Self

Dawa Yangi Sherpa
Self

Muhammad Arshad
Self

Tsering Jupa
Self

Yanming Gong
Self

Ali Akbar
Self

Kara Klita
Self

Yi Feng Chen(SP?)
Self

A P P E A R A N C E S (CONTINUED)

Max Cheung
Self

Raja Sohail(SP?)
Self

Bashiru Kamara
Self

Pasang Sherpa
Self

SERGEANT AT ARMS: This is a microphone check for the Committee on Transportation and Infrastructure. Today's date is September 27, 2024 located in the chambers. Recording is done by Rocco Macedi(SP?).

SERGEANT AT ARMS: Good morning and welcome to the New York City Council hearing of the Committee on Transportation and Infrastructure. At this time, I need everybody to please silence your cell phones. There is no eating or drinking in the Council Chambers. If you wish to testify, please go up to the Sergeant at Arms desk to fill out a testimony slip. Written testimony can be emailed to testimony@council.nyc.gov. Once again, that is testimony@council.nyc.gov. If you have any questions or concerns, please see one of our Sergeant at Arms and at this time and going forward, nobody is to approach the dais. I repeat, nobody is to approach the dais.

Chair, we are ready to begin.

CHAIRPERSON BROOKS-POWERS: [GAVEL] Good morning and welcome to this morning's Oversight Hearing on the TLC with a focus on For-Hire Vehicles and Commuter Vans. My name is Selvena Brooks-Powers and I am the Chair of this Committee.

In addition to this oversight, we will be hearing several pieces of legislation, Intro. Number 100, sponsored by Council Member Won in relation to the suspension of alternate side parking regulations on Losar. Intro. Number 276 sponsored by Council Member Krishnan in relation to the wrongful deactivation of high-volume for-hire vehicle drivers. Introduction Number 277 sponsored by Council Member Krishnan in relation to taxicab driver pay for electronically dispatched taxicab trips. Intro. Number 323, sponsored by Council Member Moya.

[DISRUPTION FROM AUDIENCE [00:01:59]- [00:02:06]

[GAVEL] Serg remove him please. Let it be clear, we have a lot of people that have signed up to testify today. This is an official hearing. Anyone that is disruptive will be asked to leave the Chamber.

Intro. Number 323 sponsored by Council Member Moya in relation to establishing maximum rates for leasing, rental, least to own and conditional purchase of for-hire vehicles. Intro. Number 939, sponsored by myself in relation to allowing commuter vans to accept hails from prospective passengers in the street.

Intro. Number 950 sponsored by Public Advocate Williams in relation to increasing the number of violations required to revoke authorizations to operate a commuter van service. And Intro. Number 1021, sponsored by Majority Leader Farias in relation to the suspension of alternate side parking relations on Patriots Day.

Since 2012 the for-hire vehicle industry has experience monumental growth with the arrival of at base for-hire vehicle companies like Uber and Lyft to the city. The Council has always worked to ensure that this industry has grown and a sustainable and responsible way. In 2018, to maintain competitiveness for drivers, the Council passed Local Law 147, which caused the issuance of new for-hire vehicle licenses with limited exceptions and tasked TLC with studying the utilization rate of these for-hire vehicles.

The Council also passed Local Law 149, which created a new license category for high volume for-hire services, which covers for-hire vehicle bases that dispatch more than 10,000 trips per day, such as Uber and Lyft. Today, the Council is ready to address these issues once more. My goal is to provide a form with the public, advocates and relevant city agencies can speak on record about what is happening, what needs to be done and how we can help.

One of the problems I want to highlight is the recent scores of driver lock outs on the at base for-hire vehicle companies. Many drivers today find themselves temporarily locked out of the system unable to work and unsure when they'll be able to drive again. This July, Commissioner David Do of the Taxi and Limousine Commission and the Administration announced that the city secured agreements from Uber and Lyft to reduce driver lockouts with plans to phase out the practice by Labor Day. That date has come and gone.

Have all parties satisfied the terms of agreement? Has the TLC been working on its promise rule package to provide a long term solution? What does the sustainable market look like in terms of balancing new drivers, reducing empty cars on our streets and maintaining driver pay? In addition to lock outs, drivers and advocates have come to us with complaints about account deactivations. We want to better understand how deactivations are affecting drivers and learn more about the process in place to reinstate drivers. How many drivers are deactivated in a year? How many are reinstated? How long does the process take? What happens to drivers who can't get reinstated? For corporate entities, drivers may just be numbers deactivate one and replace them with another but for the driver, it's their livelihood on hold. But lockouts and wrongful deactivations threaten driver income, creating instability during a time where costs are rising and bills are piling up.

I hope this hearing with arm us with the facts and clear understanding of what can be done to help drivers. In addition to the pressing issues faced by for-hire vehicle drivers, we are also confronted with the near collapse of the commuter van industry. For people in transit deserts like my district, commuter vans are a lifeline, providing crucial transportation to work or other essential activities.

These vans serve areas and routes not covered by mass transit and serve populations that can't afford to take a taxi or drive to work every day. Before the pandemic, there were over 200 licensed commuter vans and now there are fewer than 40.

Many parts of Southeast Queens and Brooklyn have community vans woven into their fabric even as residents still do rely on public transportation.

I want to explore what can be done. [DISRUPTION FROM AUDIENCE [00:07:14]- [00:07:20]. [GAVEL] please remove them. [00:07:21]- [00:07:51] [GAVEL] Can we get order in the chamber? [DISRUPTION FROM AUDIENCE [00:07:55]- [00:08:05]. Again, we will have decorum in this Chamber or you will be removed from the room. Thank you.

I look forward to hearing - excuse me. I look forward to hearing from the TLC about the measures it has taken to safeguard the health of the aforementioned industries and the people who work with them. I am also eager to hear from drivers and advocates regarding their experiences again with the at base lockouts and deactivations, their suggestions for improving these process and how the Council can smooth the way. I also want to bring focus to the commuter van industry as I mentioned before, which is a smaller market but is no less important to the people who rely on them to bridge the gaps in our transit systems.

Before we begin, I would like to thank my staff and Committee staff for their hard work, Kevin Kotowski, Senior Policy Analyst, John Basile, Senior Policy Analyst, Mark Chen, Senior Counsel to the Committee, Connor Mealey, Counsel to the Committee, Adrian Drepaul, Senior Policy Analyst, Julian Martin, my Policy and Budget Director and Renee Taylor, my Chief of Staff.

As a reminder, hearings are designed for all voices to be heard on a given issue. Today is your opportunity to present your very best argument that can enlighten and inform the public. As of now, I do not have an official opinion on most of the bills being heard at this hearing. I look forward to a vibrant and respectful discussion today on all bills at hand. Next, I would like to - first I would like to acknowledge my colleagues that are here. I'm joined by Majority Leader Amanda Farias, Council Member Shekar Krishnan, Council Member Joann Ariola, the Public Advocate Jumaane Williams, and I know we will be hearing later on from former Council Member I. Daneek Miller.

Next, I would like to invite a panel to offer their firsthand experience and insight into the state of these various industries. We had a pre-panel that we discussed in advance with the TLC and so, with that, we would like to - and before we bring them up, we are going to hear from the Public Advocate followed by Council Member, excuse me Majority Leader Farias followed by Council Member Krishnan briefly.

PUBLIC ADVOCATE JUMAANE WILLIAMS: Thank you Madam Chair. I'll just mention my name is Jumaane Williams, Public Advocate of the City of New York. I'd like to thank Chair Brooks-Powers and members of the Transportation Committee for holding this hearing.

I introduced one of the bills being heard today, Intro. 950 of 2024. My intent is to address an inequity created by Local Law 41 in 2019 and throughout the industry standard that applies for all for-hire vehicles apply to the commuter van industry.

For these reasons I am also a co-sponsor of Intro. 913 that would allow commuter van's to accept street hails and I thank the Chair for introducing it.

Intro. 950 as written increases the number of violations required to take away the authorization necessary to operate a commuter van service. Here the word service means the base operator and the entire fleet, not just the driver who was issued driving infractions.

Local Law 41 makes commuter van operators responsible for the violation of individual drivers. It's not a burden that taxi cabs or other for-hire vehicles have. If an Uber driver has excess violations, it is the driver's individual license that gets taken away. In this scenario, Uber is still able to operate and have other Uber vehicles on the road.

Intro. 950 raises the amount of violations threshold from three violations in a six month period to six violations in a twelve month period. Looking into the future, the ultimate goal is to stop the unfair targeting of the commuter van industry. Commuter vans are an important part of public transportation infrastructure in New York City and both the New York City Council and the Administration must support commuter van networks by treating them equally under the law. Commuter vans are frequently the only form of transportation in public transit deserts, particularly in parts of Queens and Brooklyn.

Commuter vans provide a key public resource with over 100, actually 120,000 daily riders utilizing the service but still are regulated in a way that puts tremendous burden on commuter van operators. Commuter vans fill a gap left by the city's inability to provide – to consider outer borough communities and are now a necessarily part of New York City's public transportation network and we must work with licensed commuter van operators to make sure that they are safe driver's while not holding operators to unequal standards.

And just a reminder that the commuter vans have been existing with other modes of transportation for many decades. Additionally securing the future of commuter vans is a social justice issues. Communities of more color and immigrant communities in transit deserts rely on commuter vans. Public buses are often unreliable and have long wait times which force residents to look for alternative solutions and some of these communities don't have any of those options. Many cannot afford the cost that come with owning and operating car or using private transportation on a daily basis and community vans are lifeline of transportation.

Commuter van service should be supported as part of long term solutions in our 21st century infrastructure. Plans that must address traffic congestion, high carbon emissions and decaying transportation infrastructure. I also want to point out that Uber and Lyft were giving ease of entrance into our transportation system even at the cost of people like the yellow cab industry and van drivers are primarily immigrant and Black and Brown owners of small businesses. We want to make sure that we have pathways for folks to do this service legally and licensed. And so, that's what we've been working on for such a long time. I do believe they can exist. I also think they can be unionized. That's another conversation but we want to make sure that everybody has access to be able to feed their family and provide the services that all communities need. Thank you so much.

COUNCIL MEMBER FARIAS: Thank you Majority Whip and Chair Brooks Powers for allowing me time to speak and for hearing my bill in this hearing. This bill is a reflection of New York City's commitment to honoring the diverse cultural and religious traditions that make our city so vibrant and to honor sacrifices made.

By suspending alternate side parking on holidays such as Christmas, Yom Kippur, Diwali, Eid and so many others, we are recognizing the importance of these days for our communities. Today includes consideration for Patriot Day, September 11th to honor and remember the sacrifices made on this day by essential workers, public servants, emergency services personnel and New Yorkers alike from across the city to honor them in their sacrifice.

This measure brings fairness and inclusivity to our parking regulations respecting the traditions, an important recognition of all New Yorkers while making it easier for residents to observe these recognition days without unnecessary burden. I look forward to hearing feedback from the Administration on this bill and I encourage my colleagues to support their co-sponsorship. Thank you.

COUNCIL MEMBER KRISHNAN: Good morning everyone. Thank you so much Majority Whip Brooks Powers for holding today’s hearing and good morning to everyone who is here today too. Our hard working Uber Lyft and taxi drivers are essential workers of our city.

They carry this city forward before the pandemic, during the pandemic and long after. They keep our city moving safely and efficiently. Many of them are immigrant workers reflecting the truest embodiment of the American dream and as an Indian American Council Member, the first Indian American ever elected to New York City government where I represent the district with the highest number of drivers in New York City, I am proud to represent them in city government.

However, the livelihoods of Uber Lyft drivers can be thrown into chaos when they are deactivated from Uber and Lyft with little to no advanced warning. Our drivers, victims of predatory lending for decades, an issue we worked hard to resolve but took many years to do so. After resolving it, the deactivation, the unfair deactivation of taxi drivers is the single biggest issue that driver’s face in the city. It affects –

CHAIRPERSON BROOKS-POWERS: Sorry Council Member. We ask that everyone please do not disrupt this hearing because you will be asked to leave. If you would like to acknowledge something you agree with, just wave your hand. You may continue.

COUNCIL MEMBER KRISHNAN: It is the single biggest issue that driver's face. It affects their livelihood and when they lose their livelihood, they lose their ability to pay their rent, to pay their mortgage, to pay their childcare, to support their families and simply live in this city. So, when they are unfairly deactivated, drivers can be forced into a company driven appeals process where the companies have the upper hand and make the final decision with no real meaningful process, with no notice in advance and no real reasons listed are publicly available standard for what constitutes a fair reason for the deactivation.

This is particularly consequential for a workforce that has to pay for the car insurance and licensing fees just to go to work every day. These expenses continue even when you lose your job and that is why I am proud that Intro. 276 will be heard today. My bill works in two ways. First, it increases driver protections before deactivations happens, creating a due process standard, which everyone should be subject to and is a fundamental principal of American law and workers' rights.

If Uber and Lyft believe a driver is not meeting their community guidelines, this bill requires them to enter into a progress discipline structure where consequences will match the severity of the infraction. Additionally, drivers will be required to have at least two weeks’ notice of an impending, permanent deactivation. Notice in advance is an essential part of due process and driver’s don’t have that today before they are deactivated unfairly.

Second, my bill creates an independent appeals process for driver’s to pursue after they have been deactivated. Driver’s will be able to appeal the deactivation through a number of means, including arbitration or a complaint with DCWP. This means the driver’s will have an independent neutral arbiter and appeals process through DCWP. App companies will be required to give drivers the information necessary for them to build their case and the companies will bear the burden of proving that their actions were justified. Driver’s would be allowed a representative to help them through this process. If reactivated, driver’s would also get back pay for the time that they were not allowed to work.

Finally, drivers who have been unfairly deactivated in the last six years would have an opportunity to appeal with the city within a year of my bills passage. The third point as I mentioned, is that this process shifts the burden from the driver having to prove why they were deactivated after the fact to now requiring for-hire vehicle companies to justify why the deactivation was necessary.

In other words, when a decision is made by an app company, it shouldn't place the burden on driver's after the fact to reverse that decision. The decision maker must provide the justifications for doing so and that is where the decision should be placed. Again, a basic principle of due process in American Law and for workers' rights protections. This bill would provide robust protections for Uber and Lyft driver's and open up an additional, not a replacement, an additional pathway for driver's to fight back against wrongful deactivations. And to be clear, nothing in this bill stops a driver from using other appeals processes if they so desire. When an app company unjustly deactivates a driver, it is up to city government to step in and provide basic worker protections and establish necessary processes.

This bill by providing process, notice in advance, making the burden with the companies and a neutral arbiter is a fundamental part of worker protections and workers' rights. And I could not think of a more proworker bill than this. Thank you.

CHAIRPERSON BROOKS-POWERS: Thank you. Now we will have a prepanel ahead of the Administration and we'd like to have join us at the dais, Michele Dottin from IDG, Bhairavi Desai from NYTWA, Luis Alzate from ATU who is joining virtually, Alex Kemp from TWU, and Leroy Morrison with the Commuter Van organization.

As you all are coming up to the dais, I'd like to acknowledge that we've been joined by Council Member Farah Louis and Council Member Chris Banks online.

LUIS ALZATE: Good morning.

SERGEANT AT ARMS: Luis, you'll be able to speak after Bhairavi Desai.

LUIS ALZATE: Thank you, appreciate that.

SERGEANT AT ARMS: No problem.

CHAIRPERSON BROOKS-POWERS: I'll call the names one last time, Michele Dottin from IDG, Bhairavi Desai with NYTWA, Luis Alzate, ATU online, Alex Kemp, TWU, and Leroy Morrison. I ask that you please have a seat as quickly as possible. Is Michele Dottin in the room at all IDG? Okay, we will proceed. Bhairavi.

BHAIRAVI DESAI: Good morning. Thank you so much. My name is Bhairavi Desai. I am the Executive Director of the 28,000 member New York Taxi Workers Alliance and I am speaking specifically on Intro. 276. This is an incredible bill. This is a bill that will give first time rights to over 80,000 Uber and Lyft drivers in New York City who have worked for far too long without job security. A workforce that goes to work every single day beginning at a negative. If you've been deactivated, you still have to pay for the car loan and the insurance. You're living life without any income coming in but your expenses remain fixed. A workforce that is dealing with the public. A job where you can be the victim of racially motivated, you know other biased motivated complaints. And in the drop of a dime, you lose your job. The loss of a job for every single American worker can be catastrophic but for workers who not only go without income from that loss of job but also have to pay for expenses out of pocket, it's absolutely devastating.

You wake up ready to go to work. You go on your app and you've been told that you don't have a job. It could be for a reason for a complaint that was filed against you six months ago. Even a year ago and to insult upon incredible injury, there is no independent process. A process that is not controlled by the companies themselves. The current process, Uber will tell you on its website, Uber gets to dictate which drivers can even access it.

At this point, if you've been a driver for ten years, you've had an incredible record. None of that gets used –

CHAIRPERSON BROOKS-POWERS: Thank you. I just ask that you submit the rest of your testimony in writing and I just want to remind everyone here that recording is prohibited in this space. So, we ask that you not record. Thank you and thank you, you could submit the rest in writing.

BHAIRAVI DESAI: Thank you.

CHAIRPERSON BROOKS-POWERS: [GAVEL] Please do not disrupt this hearing. There is no recording that is to be done within this room. It is a recorded hearing; you can get it online. Any disruption, we'll have you removed.

LUIS ALZATE: Good morning.

CHAIRPERSON BROOKS-POWERS: To clarify, you could record yourself. You cannot record the dais or the witnesses testifying for clarity. I'll ask that you be removed on the next disruption, please stop. Luis, are you there online?

LUIS ALZATE: Yes, I am. Good morning. Amalgamated Transit Union, thanks Majority Whip Selvena Brooks-Power and the Council Committee on Transportation and Infrastructure for this opportunity to share ATU's concerns on the impact of Intro. Number 939 and 950 on MTA bus service, particularly for the residents of Southeast Queens. My name is Luis Alzate, ATU Local 1056 President and Business Agent and ATU New York State Legislative Conference Board Financial Secretary.

I also deliver this testimony on behalf of the ATU Locals 726, 1179 and 1181. All of our members serve the riding public and the rider community. ATU 1056 members, bus operators and mechanics work for the MTA New York City Transit's Queens Bus division with depots in Flushing, Casey Stengel, Jamaica and Queens Village. ATU Local 726 represents bus operators and mechanics who work for MTA New York City Transit's Staten Island bus division.

ATU 1179 represents bus operators, mechanics and supervisors who work from Far Rockaway to JFK Depots of the MTA Bus division, formerly Green Bus lines. ATU Local 1181 represents bus operators and mechanics who work for the MTA Bus division, formerly Command Bus Service in Brooklyn's Spring Creek, and paratransit operators and Yellow School Bus drivers and escorts.

Statewide, the ATU represents more than 25,000 hard-working transit workers throughout ATU cities including Albany, Binghamton, Buffalo, New York City, Rochester, and Syracuse. If enacted these harmful bills would effectively allow commuter vans to replace bus public transit, especially in Southeast Queens. Already, vans licensed and unlicensed illegally and unsafely operate along bus routes and deprive the MTA of revenue that it can be reinvested in bus service.

This de facto privatization of public bus service in Southeast Queens especially impacts students, our seniors, working people and bus riders who benefit from the Fair-Fares program.

SERGEANT AT ARMS: Your time is expired.

CHAIRPERSON BROOKS-POWERS: Thank you. We will ask that your provide the remaining testimony in writing but please don't sign off because I think we'll have some questions for your shortly.

LUIS ALZATE: Thank you.

ALEXANDER KEMP: Good morning. Hi. My name is Alexander Kemp. I am a representative from the TWU Local 1000. I am here in regards to Intro. 939 and 950 and as it pertains to bus service, I am a representative who represents TA Service which is the Brooklyn Department of Buses. Our grave concern about these Intro.'s or these bills on how they will affect the safety of bus operators pulling into and out of stops, the fact that the standard that we are held to as bus operators in New York City Transit is the highest in the country. Our medical standards, our training, our responsibility and the consequences of how we operate can never be matched without any regulation that's being proposed for dollar van drivers.

One of our bigger concerns also from TWU Local 100 is that these Intro.'s are not ultimately intended to benefit the dollar van driver's or public transportation but more so to supplement big business with an opportunity to create a rideshare program that will allow people to do what they've done in San Diego with Uber Express, allowing people to use an app to pick up 20 people at a time and transport them in large quantities and do it for cheaper rates and undermine labor. This consequence will ultimately affect the people that you guys are tasked to represent, protect and ultimately to benefit the welfare of New York City.

Transit workers are also essential. Unfortunately, everybody overlooks the consequences that we face and look for means to undermine us, surpass us and redistribute wealth away from the Labor Department, the Labor Unions and transport it into different aspects of big business.

So, I ask anybody to oppose these and to consider finding new solutions to get better bus service and uhm, make us a better city ultimately. Thank you.

CHAIRPERSON BROOKS-POWERS: Thank you. You timed that well. Next, Mr. Morrison.

LEROY MORRISON: Anyway Chair, I want to say good morning. Thanks for having this hearing on the commuter vans. As you know commuter vans are a lifeline transportation in New York City. Over 38 years now we've been filling a lot of gap that MTA did not fill. When the bus strike, the city call on the commuter vans. When the train strike, they call on the commuter vans. When the yellow cab, they call on the commuter van. Everything MTA does, they call on the commuter vans and the City of New York also and we - the 911 we was here, Storm Sandy we was here. At a certain time of night, you got to understand the ridership is out, there are people out there trying to get home when MTA cut the services, especially in Southeast Queens, they take an hour and 45 minutes. Someone working at JFK airport, they want to get to work, MTA will take them an hour and 45 minutes to get to work.

If they got to get to Jamaica Avenue and then they got to get back to JFK Airport. That's not fair. What about the ladies who stand on the street corners at night? They could get robbed and they could raped on the corner, MTA cut their services and people are desperate out there for transportation and on a certain neighborhood. And as you know that every other transportation come to New York City, commuter van is always here. The lifeline, the backbone for New York City and we got to understand also to commuter vans, look out for the MTA drivers. Most of their driver's getting to work, they still ride on the commuter van. On the record, they still ride commuter vans. The driver's that rush to go to work to catch their MTA, the bus they drive, they still do, and you got to understand a lot of people in our neighborhood, they've been underserved. They're treated like they're from underground with a commuter van. When they need us, they pull us out on the ground. When they don't need us, they put us back on the ground. We want to be treated like first class citizen in America. We are minority. We are low income neighborhood where commuter van is always operated and what this bill does ma'am is save us from getting harassment and pulled over by NYPD. We are paying high insurance. Thank you for having us here. Thank you.

CHAIRPERSON BROOKS-POWERS: Thank you. I have a couple of questions that I'd like to ask and then I'll allow my colleagues to ask questions if they have questions as well. I will start with Mr. Kemp and Mr. Morrison just in terms of the two pieces of legislation that's before us today. So, we understand that the public bus service, the public transit system is critical in New York. One of the best by far I always say in the world. We also have a commuter van industry, particularly in parts of Southeast Queens and Brooklyn. That is a part of that fabric and understanding that both entities keep New Yorkers moving. You all service routes and vines that are not easily satisfied one way or another where it is why we need great transit equity broadly speaking.

And so, I wanted to understand that this isn't – but I understand that this is an interconnected network and it has unintended consequences and so that what myself and my colleagues want to get a better understanding for and I'd like to understand if there are additional comments on how street hails for commuter vans could coexist in a world with public transit. Like I know that there have been conversations about the interference with the bus routes for example, but we'd like to understand how do we address transit deserts and also recognizing that the commuter vans that we are privy to in these communities that I mentioned are often people from our communities as well. Not the big business Uber's but I definitely appreciated getting that insight in that regard. So, I'm curious to hear from you in that regard but also hear from Mr. Morrison recognizing how critical the public transit network is to New Yorkers and not wanting to diminish or reduce services. What does that - like how does that work? Or how can it work rather, excuse me.

ALEXANDER KEMP: Thank you. So, I just want to be very clear that from those same communities as the gentleman next to me had spoken about, we all do - are all part of a network and that network is the community. We're all New Yorkers and ultimately, I never want our position as labor to ever be condemning any citizen of New York, any minority, any culture that we would want to suppress an opportunity in America, a capitalist society that any business should thrive or have the opportunity to thrive. But we do represent labor and we do understand the nuances of reducing service and the consequences of what that means to the lives of the people that we represent. So, from the time after the stock market crashed, transit has cut service and never put that service back.

So, that issue, which never being addressed, by adding another mechanism to reduce more service or take away the means of fixing a broken system, how do we ever address the system that's broken by just adding band aids to it and not to suggest that the dollar bands are a band aid but it's almost a supplement to not actually addressing what the ultimate issue is with transit.

So where we have one component of it where we went from five minute headways or ten minute headways to now 15 and 30 minutes, in the bus redesign. Are they addressing where dollar vans would fit at the end of the line where there was transit deserts? A lot of these components are meant to actually reduce service and actually cut running time which affects the driver's but nobody's considering how it affects the lives of the people who are trying to buy houses, who can't afford to live in New York, who can't afford to pay rent and we're civil servants. So, that is one of the issues, not directly pertaining to them but a biproduct of something that is inconsequential to where we're trying to get right, a better transit system. So we are interconnected but sometimes these bills or these sponsored bills can separate us. So, I just want to make sure that's not where we're heading to.

CHAIRPERSON BROOKS-POWERS: No and I appreciate that and after Mr. Morrison, Luis if you can also respond to the question as well. I'm sorry I have to keep looking at the screen to decide. Mr. Morrison.

LUIS ALZATE: ATU's position on this is this is no different than a concept that as my colleague from TWU stated, it's a concept that's nationwide regarding micro-transit and the first mile, last mile where it directly attacks public transportation. And the answer is not to give these commuter vans or these micro-transit you know the opportunity to replace our ride in public, our public transportation. These are services that don't have the training standard or the equipment standard, especially for our handicap riding public. They are reckless. We've seen this many times when there weren't a time when they were active in which they cut off our buses, cause accidents. You know this was something that at many hearings, we made an issue of, especially in the southeast part of Queens.

There is you know, there is a sense of recklessness when it comes to obeying traffic regulations and this is something that our bus operators with our training, you know our members are held to a higher standard when they do these kind of driving hazards in the community.

CHAIRPERSON BROOKS-POWERS: Mr. Morrison.

LEROY MORRISON: Yes sir. I want to answer the question that you're saying sir. I didn't see one commuter van –

CHAIRPERSON BROOKS-POWERS: No, Mr. Morrison, you address it to us, not to each other.

LEROY MORRISON: I'm sorry about that Chair, Madam Chair. In my life, running commuter van over close to 40 years, I never seen a licensed commuter van cut people off, cut the buses off and I want the gentleman to know that we have licensed standard too, we have CDL, we're Article 19A, we have medical, we pay high insurance. Our insurance right now costs about anywhere from $45,000 to $50,000 a year.

So, we can't afford. We cannot speak for the roads that they're talking about. You cannot mix the roads with the licensed commuter vans out there. I want you do know that Chair, Madam Chair and I never seen all these years a commuter van that's licensed by the TLC cut a bus off because we have consequence.

If there's a problem like that, the TLC stepped in so we never did anything like what the gentlemen are saying and at the same time also, we also secure, make sure TW union and make sure the labor, they stay in business because after commuter van, if we never put the cap on the commuter vans, then you would have [INAUDIBLE 00:40:48] would take over MTA system. And I did that to save MTA.

Also with Labor Union, they'd either build or other big bus company couldn't come here in 2018 and we saved the MTA. Myself, with the bill that I was doing, so at the time we're looking to be partnership with the union and the bus system to work with us because everywhere we have licensed commuter vans, in Jersey and everywhere. It's only in New York City and we save the MTA a lot of time from their waiting time and the MTA need over 40 something years, now the ladies are stranded after certain hours of the night, the MTA cut their service and MTA cannot say because there commuter van cut their service.

Commuter van have the ridership and the MTA have their own ridership. So, by the gentleman is saying commuter van is doing this and commuter van is doing that. I can speak in commuter van all these years, we're not out here we are a small business and America strive with small businesses and we are immigrant and what we do in the Black and Brown community that's underserved. It's always underserved and MTA always turn their back against the ridership in the low income neighborhood like our neighborhood. I remember back in the days, the way how we were treated. So, at the end of the day, we're not here to compete with MTA because guess what? MTA, when they pick you up, you get a free ride at the subway but it is not everybody. When they're going to work and they have to stand at the bus stop for 45 minutes, an hour and the bus right now is still overcrowded and people - what you have to tell your driver - it's about feeding your family. It's about putting food on the table. It's about small business drive. So MTA have to understand that we need to work with them and they need to work with us and we're not out here to harm MTA and we cannot speak for the road sir.

CHAIRPERSON BROOKS-POWERS: Can you enlighten the panel in terms of what are the consequences that the commuter vans are faced with when they you know disobey the traffic laws?

LEROY MORRISON: When licensed commuter van disobeyed the traffic law, if we run the speed and it still goes to the TLC, they still bring the driver's and still charge the driver's also. And if they run the lights, you still got to go through the TLC Division zero also to and if they do, what the gentleman is saying, they can lose their commercial driver's license and it affected Article 19A and the medical also too. So, what the gentleman is saying, the commuter vans are licensed in New York City and across New York City and that's what we are doing now.

CHAIRPERSON BROOKS-POWERS: Where are the remaining commuter van businesses operating and are there regions that have lost their last commuter van route?

LEROY MORRISON: Yeah, there's routes here that MTA doesn't service from Gateway all the way back into the Junction, East Flatbush. Commuter van will go all the way there and also even Fulton, over there in Fulton Street and a lot of routes now currently MTA is cutting their service. We are not subsidized them. We are running this course out of our own pocket.

CHAIRPERSON BROOKS-POWERS: Mr. Alzate and Mr. Kemp, what are some of the challenges faced in terms of the service right now that you see? I know in Queens we have the bus redesign underway so there is a unique opportunity to try to address some of these routes but what are some of the challenges that for example, the routes that Mr. Morrison just mentioned, that ATU or TWU has tried to work through and how can the Council be able to address that in light of that?

ALEXANDER KEMP: Well, that's kind of the reason we're here right? That the Intro.'s kind of argue against what our ultimate argument is. Is that if there's going to be an effort to get better service, a better transportation network, the interest should lay in public transportation. That there should be an influx of resources and support in trying to get these deserts fixed because in the areas that he specified in Brooklyn, let's just say Gateway, Flatbush, the Junction, Fulton Street, all of those areas have bus routes that run through them. Whether the service has been either cut, modified, or reduced. That in essence leads to these 45 minute waits. That if you have one bus, two buses or three buses with a 15 minute headway, in the event one of those buses are late, you're now waiting 30 minutes. When they talk about a better bus network. A better bus network requires operators who are highly trained, who are professionals, who meet a standard that is the highest in the country and have who – as the gentleman next to me has stated, where the dollar vans have been available through crisis. There has not been a day, a moment or a minute that New York City transit bus operators have not been available to provide services in emergencies for New York City and actually have lost our lives. And New York City transit workers have lost more lives than any other agency on the plant during COVID.

So, our sacrifices to the communities should never be overlooked or understated when it comes to protecting our work as far as it pertains to TW Local 100 and the other locals for sure.

CHAIRPERSON BROOKS-POWERS: Mr. Alzate, do you have anything to add to that?

LUIS ALZATE: ATU has had experience with what is now called micro-transit and these van services. When we lost our Q74 route in Queens and this route service was going to be replaced with commuter vans. That is being the danger of such legislation that it replaces commuter van service with you know replaces public transportation. There are – I'm not here to say that we don't have our challenges when it comes to routes and when it comes to the schedules. There are challenges that as you pointed out, we are trying to address in Queens and everybody understands that Queens is a unique system based on the fact that everybody depends on the bus service. We have a system that only goes up to Flushing, trains and to 179 Street Corridor in the hillside. After that it depends solely on bus service. And the remedy to fixing the issues that we have is not to allow hail service by anybody specifically in the bus stops.

CHAIRPERSON BROOKS-POWERS: So, is the concern more so being along the bus routes in themselves? And when you mention the Q74 route was lost, can you explain what caused the loss of that route?

LUIS ALZATE: Well, ultimately it wasn't through a ridership issue, ultimately this was a route that addressed the needs of the community, not only through Queens College and several high schools. Ultimately it became evident and this was when then Councilman I. Daneek Miller was the President of our local. It became after that that the goal from ATU's point of view was that they wanted to replace our bus routes with a commuter van service.

CHAIRPERSON BROOKS-POWERS: But what was the official reason for them getting rid of Q74?

LUIS ALZATE: Ultimately the transit parties decision was that they didn’t need the service. That it was based on budgetary cuts, even though we – there were hearings that were held to justify that this was an intricate part of the community. But once again, what became evident to us after the fact was that they wanted to replace that route with a micro-transit system, with a van service.

CHAIRPERSON BROOKS-POWERS: Mr. Morrison, what are the toughest challenges facing the commuter van industry? Was the decline in the commuter van market due to the pandemic? And the market has simply failed to bounce back? Or are there other factors that have led to the industry shrinking?

LEROY MORRISON: Well, our main problem ma’am is it’s not shrinking. It’s the insurance costs ran up to about $50,000. So I have a bill that I just passed in Albany also to lower the cost of, it’s not only just commuter vans, it’s for all for-hire vehicle, for black cars, ambulant, commuter vans so we could have a better lower cost insurance system in New York City.

As you know Madam Chair, the black cars is one incident. They're paying if they have a local car service, they're paying $10,500 a year with American transit and if they're local Uber, they're paying $4,500 a year with the same American transit. So, what we're trying to do is bring in more volunteer insurance market to New York City, so we can have affordable insurance. We could bring back commuter vans.

So, right now we are looking to put these commuter vans back out but the insurance cost was the problem that we was having in New York City and that's our only problem now holding back but we should be out soon because we have the money that I raised to pay into the insurance so these commuter vans could get back on the street again.

So, it was very tough with commuter van. As you know, the price went up from $10,000 to $55,000. In Queens, it's $45,000 a year. In Brooklyn, it's about $50,000 a year for a license commuter van on the street. So, we've been going through insurance crisis but we're trying to as small business, we try to drive now.

CHAIRPERSON BROOKS-POWERS: And what alternative if any is there for commuter van service? When a commuter van stops operating, have customers switched to mass transit, personal vehicles or something else?

LEROY MORRISON: Well, a lot of the customers, they switched to - for now they're struggling, trying to reach work. They are having a hard time now, especially in Southeast Queens. They're having a hard time from Rockaway to Jamaica center to come back to JFK airport, an hour and 45 minutes. It took them an hour and 45 minutes from Rockaway to Jamaica Avenue about an hour on the bus and then they got to take the bus 45 minutes back where they're coming from. So, they are meeting a lot of challenge, so they have to pay for other transportation but they're willing to bring back the commuter vans to drop them less time and people stop doing -

CHAIRPERSON BROOKS-POWERS: But I'm asking about the passengers. What has been the trend? Has it been that they've gone to mass transit? Have they gone to their personal vehicles?

LEROY MORRISON: Some of them is on personal vehicle and some of them is taking the illegal vans out there too. So, some of them is taking other means of transportation to get back out there on the street. Some of them, they don't want to ride in mass transit. They want to drive, they want to do this, they want to take the bus, whoever want to take the buses up to them but we'll be back soon ma'am.

CHAIRPERSON BROOKS-POWERS: And Ms. Desai, I know that the commuter vans are largely relied in parts of Queens and Brooklyn. Not necessarily a lot of I think your members may be located but is there an impact on your industry as well and if so, what is that?

BHAIRAVI DESAI: Yes, absolutely. I mean in terms of the outer boroughs because many of our members particularly that drive for Uber and Lyft, a lot of their work is in the outer boroughs. And so, you know one in terms of the impact of potential ridership being poached is one issue. But the second is even in terms of just traffic and people having a harder time moving around. I mean with the Yellow Cab sector, you know 96th Street and below, I mean you don't have this concept of commuter vans but I can tell you overall, whether you're driving Uber, Lyft or even livery or Yellow Cab or Green Cab, this has been like one of the slowest summers in the last 30 years that drivers have had. There are already too many you know taxi and FHV cars in the streets. Drivers are really struggling to put trips together. Most drivers are spending their time empty and there just isn't enough work for you know new cars to continually to be added in the same market. And so, we have tremendous concern over the impact of this.

CHAIRPERSON BROOKS-POWERS: I'm going to yield and allow my colleagues to ask any questions. We will start with Council Member Krishnan.

COUNCIL MEMBER KRISHNAN: Thank you so much Majority Brooks-Powers. I just have two questions Bhairavi, thank you so much and thank you for the work of the New York Taxi Workers Alliance for drivers every day. I just want to – two questions for you about Intro. 276. One is, can you tell me how many drivers have reached out to you about their deactivations and how many of them have actually been able to get reactivated with the current process?

BHAIRAVI DESI: Sure, thank you. I mean we've done thousands of intakes throughout the years. It's you know, usually we average a couple of thousand every year. There are two problems here. One is even - there in some cases where drivers may get reactivated but the reactivation will be for just a couple of days and then, you know immediately, they're deactivated again for a much longer time period.

So, even in the so-called reactivation, there's still tremendous insecurity because you just never know you know when the company is essentially going to change its mind and put the deactivation back into order. So, most of the drivers that we see, I mean one, there's certain issues like, for example, a lot of complaints regarding like service animals where it'll be marked as like a safety issue. Where the passenger may not have any documentation or anything and the driver legitimately feels threatened, especially in Uber and Lyft vehicles, you don't have a partition. You know and if a pet, if like a dog is in the car and there's no leash or anything, it's understandable that a person operating the vehicle sitting in the front subject to bumps and you know bumps on the road can legitimately feel scared, right from that animal.

But all it takes is one complaint from that passenger and you get deactivated and in some of these instances, you don't even have a right to an appeal. I mean Lyft, there's not even a physical office that you could go to. So, you know you're desperately trying to get through to customer service or you might go through the Uber IDG appeals process for example. If Uber allows you to, because Uber still controls who has access to those appeals and that's something that Uber states very clearly on its website. What we find is that uhm, you know majority of the cases, drivers just don't get their jobs back. If it's anything that's marked as like basically more than you know like paperwork, although we do have instances of even drivers, even just for sheer paperwork issues, we'll remain deactivated you know. And so much of it is because the process is set up where the driver is presumed to be guilty and so the burden is on the driver and then that process is controlled by the same company that has been your prosecutor, now gets to act as your judge and jury. And so, it's stacked against you and you know lastly I would just say, I think if you asked every single Uber and Lyft driver in the City of New York, I would even say across this globe, they would tell you even if they've never been deactivated, every single driver works with fear and anxiety over the thread of an unfair deactivation. And that's why we so strongly support Intro. 276 because it is the first time that drivers will have rights codified in law where the companies must have good cause to even take this very drastic measure against you and then they must give you notice so it doesn't go into effect immediately and there must be an appeals process that they cannot control.

COUNCIL MEMBER KRISHNAN: Thank you and my final question is just, can you describe what is unique about driver deactivations compared to other workers? Do you tell your members to use the IDG process?

BHAIRAVI DESAI: Yes, to answer your second question. First, yes we do tell drivers to use the you know Uber IDG process because I mean, it's publicized by Uber. It exists for drivers. We want to see every single driver be able to get their job back and it goes to the first part of your question, the consequences are enormous. If you're deactivated, you still have to pay off your car note. Still have to pay for insurance and because you're paying for those things and there's no income coming in because there's no paychecks in this industry. So, you're paying for money that you're supposed to be able to use for groceries and rent, is now going towards your car because there's no other income coming in right?

And then uhm, you know on top of that, you don't know if you could get your job back and like you've been given no notice, so immediately you spend your days just trying to get your job back. I know of driver's; we've seen members who come through who sometimes for months are just desperately hopelessly waiting to get their job back and they're stuck. Their life is stuck because they've got this car that they only bought because of this job so people don't know what to do. Do they go and look for other job? You know what other jobs are really available? This is also workforce that is over 90 percent immigrants, people of color. And so, I think there's - to me this is also an issue, not just civil rights but also racial justice that here's a workforce that's predominantly people of color and what you're essentially allowing at the moment is corporations that control their economic life are going to take their job away and presume them to be guilty. You know there's in certain cases, there's no hearings, no opportunity for you to defend yourself. You know and so within your community all you heard is this driver, there's a sexual harassment charge against him. The people in the community don't know. You were never given a right to defend yourself. You never seen any evidence against you. Your good name is just smeared. You know there's consequences to this that are tremendous financially but they're also tremendous you know socially and psychologically and just to the mental health wellbeing of the drivers. But the other, you know besides the cost I think there are two other reasons why this is so unique to this workforce. This is a workforce that has licensed by the City of New York. The City of New York has said, this is an individual that has been trained past their course and believes to be capable of doing this job.

And so, the city has a responsibility here to create a layer of security for a workforce that has invested thousands of dollars into this job in large part because the City of New York has entrusted them and encouraged them to do so. Lastly, you know drivers have not been found to be employees under the National Labor Relations Board and so, do not have access to collective bargaining. That's one of the reasons that a company union is allowed to exist in this industry. Otherwise of course, you know IDG and any other company union would actually be considered illegal under the law.

And in the absence of collective bargaining and in the presence of city regulation and expenses for a by the drivers, there must be a basic sense of due process that upholds very basic American values that protect all of us as Americans. That protect us as workers. We have a right to be presumed to be innocent even by corporations that have a sword hanging over our necks you know in the form of taking our jobs away. In the labor movement, there's an old saying that a loss of job is like capital punishment. Because that's truly what it feels like especially for a workforce with no guaranteed income and this summer, with lockouts, can you imagine drivers lost thousands of dollars throughout this summer and then to go through a deactivation now, you've had no saving, nothing to take care of your life.

I mean, this is an incredible crisis. I wish to God every single driver that has been here in this room from 10 in the morning when we started was still here and I beg every driver, read this bill. Read the 14 pages of this bill. This is like a holy book that will give rights and protections to a workforce that desperately needs it and truly deserves it.

[APPLAUSE]

CHAIRPERSON BROOKS-POWERS: [GAVEL] Again, you will be asked to leave if you disrupt this hearing. I believe Majority Leader Farias has a follow up question.

COUNCIL MEMBER FARIAS: I do. I just wanted a better understanding of last year's data if you have it. How many people did you folks serve in terms of deactivations? And then I guess the follow up I have on that is what's the ratio breakdown of deactivations, lockouts and folks on waitlists?

BHAIRAVI DESAI: Sure, so in terms of the first question Council Member, the exact number I don't have with me but it would have been I mean well over 2,000 drivers that we would have both served and drivers that we've done intakes for. I know that the vast majority of them, even if they were reactivated, you know it was for a short period of time before they were deactivated again but we're happy to follow up and put that in our written comments.

COUNCIL MEMBER FARIAS: Yeah, I'd like to definitely get the follow up data on the amount of people you're serving year by year and what is the ratio divided between people coming to you with deactivations versus lockouts, versus the waitlist. And then if you haven't already I have an expectation to also know the average ratio of people letting you know that they've been deactivated today but three days later, a week later, however, long are reactivated and then x-amount of days later deactivated. That's helpful for us to get a better understanding of how frequent it's happening.

And in that amount of time, it helps us have conversations between all of you and with the agency and then lastly, have you folks tried to make any attempts on demystifying with drivers versus riders on for the example that you gave with a service animal, right? Legally, not even us in this building can ask people for documentation. They have a service animal for whatever the means are.

BHAIRAVI DESAI: Right.

COUNCIL MEMBER FARIAS: That service animal is legally mandated to be their partner for that day and that commute, that office visit. How are you folks demystifying for drivers that that is legal and it is illegal to ask for documentation?

BHAIRAVI DESAI: Yes and let me just be clear if I misspoke or was misunderstood. We understand that you cannot ask for a documentation. Even when drivers go through the course to get their license, that's actually part of the curriculum.

COUNCIL MEMBER FARIAS: Right.

BHAIRAVI DESAI: And so, we understand that but I think the issue that I was trying to raise is, uhm just by the sheer allegation right, a driver faces a very serious consequence of losing their job and they may not even be able to appeal it you know in many cases. And so, you're not able to defend yourself. Even the history of your driving record is not taken into consideration even if you're allowed to appeal.

And so, the totality of your performance right, should be part of your review like it is in most jobs. In these cases, drivers don't have that protection and that is one of the things that Intro. 276 would give to drivers, the right where as part of making the decision on whether or not the deactivation was for good cause, they would have – the decision maker would have to look at the totality of your record, including like you know good accommodations that you have gotten. There also has to be progressive discipline and so, if someone did not understand and you know makes that mistake, which is wrong but you know we also have the concept of that you can't just you know you can't just discard people from mistakes that they make, that there has to be a process to allow people to learn and to show their growth. And so, this bill is also important to us because it would allow that.

COUNCIL MEMBER FARIAS: Yeah, I'd like to keep talking about that after this hearing, just you know as you stated, it is a part of the curriculum and so, just as much as driver's do have to be protected and all of the folks in this room know that I've been a driver advocate for many years. People with disabilities also have their rights and we have to make sure that if there's anything that's unclear and we know every driver has in camera facing video out you know forward facing out into the streets to protect their car and the way they're driving amongst the defensive driving that we have to do throughout New York City. We should continue talking about that because that's both – it is a larger conversation that has to be had on both sides to protect people.

BHAIRAVI DESAI: Yes, and that's definitely one other reason that we really support the bill is because as you said –

COUNCIL MEMBER FARIAS: I can totally get it. I totally get it. I'd like to continue the conversation offline as we have many people that need to testify today. Thank you.

BHAIRAVI DESAI: Thank you.

COUNCIL MEMBER FARIAS: Thank you. Thank you to this panel. You are now dismissed. I'll now ask Committee Counsel to introduce our next witnesses and administer the oath. Sorry, sorry that was not communicated to me. Council Member Narcisse has a question please.

COUNCIL MEMBER NARCISSE: Good afternoon and I apologize because I was scheduled for two Committee hearings at once, so I had to be over there and I had to come here. So, thank you for being here. Thank you Madam Chair. I always wonder with this bill right, if street hails are allowed, will this cause a rise in insurance for commuter vans? That's one. I would assume so because I have been hearing a lot of complaining. I see somebody here talking about insurances. It's hard to get when it comes to commuter vans. If they can - I mean, I'm assuming they can stop anywhere and now the insurance will be a problem. That's one.

Uhm, insurance has been an issue for them for the past I don't know how long because I've been seeing these young men in my office. I don't want this to be an unintended consequence of passage of this important bill, so I would like for you to answer that before I ask my next question. A few questions. Anyone? Anyone?

LEROY MORRISON: The most important thing is in the Black and Brown community. The insurance is so high for us. We are small businesses and what I did, I took the fight to Albany. Just like the people upstate New York, they did a risk protection group last year, they haven't passed. We introduced a risk protection group. Also, to lower the cost of the insurance in local New York City here. So, we all in the for-hire business can have affordable insurance.

I had that passed in the Senate but we didn't push it in the assembly but hopefully next year we can do it and with this bill that we have updated now in Albany, it will bring down the cost of the Black car insurance per transit, ambulette commuter vans. So, we are calling on upstate the governor to sign this one. It will lower the cost for every for-hire vehicle especially commuter vans because we were paying at least with the DFS, we are having a hard time and we have to say thanks also to the TLC Commissioner for part of this movement and it's been a movement and we're not going to stop and fight it until we get affordable insurance across New York City for commuter van for all for-hire vehicle across New York City who is going through this problem here. And that is the reason we are here also to; it doesn't raise the cost of the insurance because the street hail. It's just that we – the street hail, we've been operating for over 38 years and when we pick up a passenger, we've been getting harassment and treated like criminal. Some of us lose our life driving vans because when the police pull us over, they paralyze guys I know who died already and some of us get shot, we get stabbed, we get robbed. And then also, when the passengers come onboard they've been harassed also by NYPD because they get in the vans and we want to feel like we're first class citizens in America and we came to this industry with the American dreams but we're going to get the cost of the insurance down and I'm fighting for all for-hire vehicles, not only commuter vans to get affordable insurance across New York City and New York State and we're telling MTA we want to be partnership with MTA, not the guys on - because we fill a lot of gaps that MTA is doing and we would also take in the ridership that they left behind late at night especially if you're familiar with Brooklyn and the library, imagine a woman standing there coming from the library and turn her back to the park. She can get robbed and she can get raped. MTA cut their service at a certain time of night if you're familiar with Brooklyn, so we're trying to get the service up and running. Thank you so much Ma'am.

COUNCIL MEMBER NARCISSE: Thank you. Another question I have, right now do Uber and Lyft have representation right now if they're deactivated by any chance? I don't know if that question was asked before.

BHAIRAVI DESAI: There is no proc- I guess –

COUNCIL MEMBER NARCISSE: No process, okay.

BHAIRAVI DESAI: Well, the real issue is the process that exits is uhm if it's in partnership – we don't really know. It's a private partnership between Uber and their company funded union called the Independent Drivers Guild. What we do know if you go on the website is Uber says, Uber retains control over which drivers are even able to access that process. So, what we really need here is a process that is not controlled by the companies because your prosecutor cannot be your judge and jury.

COUNCIL MEMBER NARCISSE: I got you. I fully understood. Another problem that you just mentioned, which I'm with you with that because I take Uber; I'm an Uber user and uhm, it's just like not having an office, not having direct communication and if the driver decided to do something; I understand there's bad apples out there but sometimes the driver take things for granted.

So, I'm in agreement. I would like to have better access because if you're using, if you're a person that's using the company, you should be able to talk to someone and have communication. Because when you do it online, it's not the same thing as a person you can actually follow up. So, thank you for your service. Thank you for answering my question and thank you everyone and disclaimer, my father was a driver in New York City for many, many years and uhm Black car, Yellow cab and all. So, thank you for your service and all that, keeping New York City moving, appreciate you.

BHAIRAVI DESAI: Thank you.

CHAIRPERSON BROOKS-POWERS: Thank you. Okay, now thank you this time for real to the panel. Appreciate all of you coming out to - sorry we have to keep order in the Chamber. We will - I'll now kick it over to Counsel.

COMMITTEE COUNSEL: Thank you. I'm Mark Chen, Counsel to the Transportation and Infrastructure Committee of the New York City Council. Our next panel will be from the Taxi and Limousine Commission. Commissioner David Do and Deputy Commissioner for Policy and Community Affairs James DiGiovanni. And from the Department of Consumer and Worker Protection, Assistant Commissioner for External Affairs, Carlos Ortiz.

I will now administer the oath. Please raise your right hands. Do you affirm to tell the truth, the whole truth and nothing but the truth before this Committee and to respond honestly to Council Member questions?

PANEL: I do.

COMMITTEE COUNSEL: Thank you. You may begin when ready.

DAVID DO: Good morning Chair Brooks-Powers and other members of the Committee on Transportation and Infrastructure. I'm David Do, Chair and Commissioner of the New York City Taxi and Limousine Commission. With me today is TLC's Deputy Commissioner for Policy and Community Affairs, James DiGiovanni, and the Department of Consumer and Worker Protection's Assistant Commissioner, Carlos Ortiz. We thank you for the invitation to provide an update on TLC's regulated industries and welcome the opportunity to start a dialogue on the TLC related bills on the agenda.

As is typical when I've appeared before this Committee, I'll start with a general update on the TLC-regulated industries. As a whole, TLC-licensed vehicles now complete between 22 and 25 million trips per month, the highest level of activity since before COVID. In August of 2024, the high-volume sector that's Lyft and Uber completed over 18 million trips, about 90 percent of 2019 levels, and yellow taxis completed nearly 3 million trips, about 50 percent of the August 2019 trip count. Additionally, non-high-volume For-Hire vehicles completed 1.3 million trips in July of 2024, 71 percent of their 2019 levels.

Similar recoveries can be seen through other metrics including vehicle and driver counts. All the data I just referenced, and much more, can be found on TLC's new data dashboard called the TLC Factbook, reflecting TLC's commitment to transparency. I'd like to provide updates on several recent TLC initiatives and developments that I know are of interest to the Council, drivers, and members of the public. As we wrap up Climate Week, TLC continues to support the City's climate goals.

Earlier this week we released a new report titled Electrification in Motion, which analyzes data generated by the fleet of more than 10,000 EVs now performing trips and documents the rapid expansion of charging investments since the Green Rides Initiative launched in October 2023. Green Rides requires high-volume companies to dispatch exclusively to zero-emission or wheelchair accessible vehicles by 2030. I am pleased to report that we are already exceeding our 2025 benchmarks.

In August, almost 20 percent of high-volume trips were dispatched to EVs or Wheel Chair Accessible Vehicles. This is largely thanks to the EV-only FHV licenses issued in late 2023 and early 2024, over 90 percent of which went to individual drivers. As discussed in the report, Green Rides is already having its desired effect on spurring additional charging infrastructure, including more than 200 new fast-charger stalls from Tesla and Revel, DOT fast chargers being installed in the Bronx, and an upcoming dramatic expansion of DOT’s curbside Level 2 network in neighborhoods where TLC drivers live.

Another important regulatory change is the implementation of Local Laws 33 and 56 of 2024, sponsored by Council Member Farias, which allow for in-vehicle advertising in FHVs. TLC held a public hearing in August and, in response to public testimony and input from the Council, will soon publish revised rules for an additional public hearing. While the process for these complex rules has taken longer than anticipated, we welcome the feedback and look forward to opportunities to adopt the final rules.

As you know, one major concern in the for-hire industry is Uber and Lyft's restrictions on driver access to their platforms, commonly known as lockouts. As background, in 2018, TLC commissioned a report by labor economists Dr. James Parrott and Dr. Michael Reich on the need for a minimum driver pay standard for app-based drivers. The report revealed that 85 percent of drivers were earning less than minimum wage; 80 percent of drivers bought their vehicles to drive for those platforms, taking on significant personal expense and risk; and driver earnings were declining. The report recommended a per-trip driver pay standard on time, distance, and a utilization.

The Council then passed Local Law 150 of 2018, directing TLC to establish such a pay standard. The utilization rate, or UR, part of the formula is vital but also, frankly, has proven the most challenging. The UR is the percentage of time drivers spend transporting passengers. If a driver works for eight hours but only transports passengers for four of those hours, their UR is 50 percent.

Drivers are only paid for trips, so the UR is used as a multiplier to compensate them for all their working time. For example, if a driver would have been paid $10 for a 30-minute trip, but the UR is 50 percent, that $10 is multiplied by two and that driver must be paid $20 for that trip. The lower the UR, the more the companies must pay their drivers. This incentivizes the companies to adequately manage their driver pool and keep drivers busy. What we have seen is that instead of long-term driver supply management, not onboarding new drivers, the companies added new drivers to their platform, and then periodically locked them out of the platform to increase their UR. In other words, the companies used periodic lockouts to avoid paying drivers more. This is unfair to drivers and defies the intention of TLC's rules and the underlying Local Law.

In July, we were able to get the companies to end Uber's lockouts by Labor Day, increase Lyft's UR to 50 percent annually, and end both companies' onboarding of new drivers. We viewed this agreement as a short-term solution to get drivers immediate relief while TLC crafted a long-term answer in the form of rules. And the agreement has worked: Uber's lockouts have ended and the companies are not onboarding new drivers, we plan to publish new rules to ensure that drivers are paid and treated fairly. I am looking forward to a robust public rulemaking process as we gather feedback from drivers and other stakeholders. I will turn now to the commuter van sector and its important role in the transportation network of many of our outer borough communities. There are currently 35 commuter vans, down from 215 in 2019. The primary issue faced by the commuter van industry is the high cost of insurance that meets state-standard coverage levels. As one way to address the high costs of state legislature allocated $11 million to the Commuter Van Stabilization Program, which is managed by the Empire State Development and offers $40,000 to commuter van operators to offset insurance costs as funding to reimburse safety equipment upgrades such as dashboard cameras and driver assistance technology.

We worked with ESD on this program and on industry outreach. I encourage our licensees to apply to the program and former licensees to renew their TLC licenses to be eligible for these funds. TLC will continue to provide guidance to state agencies and elected officials as ideas and approaches are presented to address insurance issues in the commuter van sector. Another significant issue facing TLC-licensed industries is the financial condition of American Transit Insurance Company, which insures about two-thirds of TLC licensed taxis and For Hire Vehicles.

Earlier this month, the New York State Department of Financial Services, which regulates insurance providers, released a regulatory report on American Transit's financial condition, detailing their insolvency. The report also explains that this is not a new issue; the company's insolvency has been well known by regulators, policymakers, and others for over 40 years. While insurance is a significant expense for TLC drivers, American Transit essentially offered rates lower than their competitors by operating at a loss, which stifled competition.

DFS is working diligently to address this issue with stakeholders, but a comprehensive approach, including legislative action, is likely needed to ensure the long-term stability of the for-hire insurance market. Most importantly, American Transit is continuing to provide insurance to TLC licensees during this critical period. I thank DFS for the collaborative approach they have taken on this matter and look forward to continuing to work with them and state policymakers to secure the long-term health of the taxi and for-hire insurance market.

Finally, you may have heard about recent developments in the lawsuit related to taxi accessibility. As ordered by the federal district court, TLC has proposed rules requiring all new taxis to be wheelchair accessible. Because this will have a major impact on the finances of the taxi industry, we will continue to work with stakeholders to determine how we can increase accessibility while ensuring continued economic viability of the industry. This brings us to the bills on the agenda, and I will start with the two bills relating to commuter vans. Intro. 939 would authorize commuter vans to accept street hails. Currently, TLC licensed commuter vans are only authorized to provide pre-arranged service. TLC supports this legislation as a way to align local law with common industry practices and increase options in communities underserved by public transportation. However, it may be helpful to specify within the bill the geographic areas where street hails would be permitted, for example only in the outer boroughs. Intro. 950 would increase the number of violations required to revoke commuter van licenses from three to six violations and increase the timeframe from six months to 12 months. Additionally, it would increase the number of violations required to suspend authorization from two to three in a six-month period.

So far in 2024, TLC has issued 47 safety-related violations to commuter vans, but zero to the licensed commuter vans. Because of the negligible number of violations issued to licensed commuter vans, the bill as drafted may not have its intended effect. We welcome additional conversations with the sponsor to better understand the bill's intent and history to determine what actions may be appropriate to address those concerns. Intro 277 would require taxi e-hail trips, such as those arranged by taxi apps Curb and Arro to pay drivers at least as much as they would have received from a traditional street hail trip on the meter. This bill would effectively reverse studies and rulemaking efforts dating back to 2018, when TLC first launched the Flex Fare Pilot. Under this Pilot, e-hail app companies were permitted to offer up-front pricing to taxi passengers, allowing taxis to compete with Lyft and Uber for customers, as up-front pricing is a key factor that contributed to the growth of app-based FHVs. Granting the taxi industry that same flexibility is vital to ensuring their long-term competitiveness. Importantly, taxi drivers can decline e-hail trips if they're not satisfied with the up-front price; the choice to opt-in is theirs.

E-hails now represent between 5 and 10 percent of taxi trips, a small but important supplemental trip source for the industry at a time when taxi trips are still at about half of 2019 levels. TLC also analyzed fare and driver pay data, finding that per-mile take-home pay was slightly higher for Flex Fare than the metered trips and that average Flex Fare trips are longer than metered trips. Following our public hearing in response to stakeholder feedback, TLC also analyzed the driver pay data in alternative ways, finding that on trips with similar origins and destinations, Flex Fare trips paid slightly more than metered trips.

Based on all this analysis, and because Flex Fare is a small and optional part of the taxi sector, we determined that it would not be appropriate to impose additional fare or pay requirements on taxi e-hail trips. Instead, we will continue to monitor Flex Fare's impact on the industry and may adopt additional requirements in the future as needed. Requiring e-hail trips to pay at the metered rate would harm taxi competitiveness and likely cause customers who prefer app-based dispatch to avoid the taxi industry altogether, reducing taxi trips by up to 10 percent and moving millions of dollars in revenue from taxis to Uber and Lyft. For these reasons, TLC opposes this bill.

Intro. 276 would prohibit high-volume companies from deactivating drivers without just cause or a bona fide economic reason. The Department of Consumer and Worker Protection, who would oversee this process, supports Intro. 276. Arbitrary or unfair deactivations are financially devastating for app-based workers, as DCWP is well familiar with in the food delivery worker context, where they likewise support deactivation protections. Ultimately, DCWP's goal is to create fair labor standards for all that build upon past models of success and that have been stood up by workers and their advocacy organizations. The Administration looks forward to working with the Council and stakeholders to create standard deactivation protections for these workers.

Lastly, Intro. 323 would require TLC to establish maximum rates for leasing, rentals, lease to own, and conditional purchases of for-hire vehicles. TLC recognizes the burden of high leasing costs, which is one reason why we targeted the issuance of new EV licenses to individual drivers, and why we have adopted FHV lease transparency rules. We are also currently conducting a study to ensure that our driver pay rules align with current operating costs, including lease costs.

While TLC does regulate lease rates for taxis, differences between the sectors make setting FHV lease rates much more challenging. Makes and models in the for-hire sector are far more diverse than in the taxi sector. Unlike taxis, the FHV industry relies on a wide range of vehicle types to offer a variety of different services to passengers, from standard trips in compact sedans to premium services in luxury vehicles. Depending on their target market, a recent survey of drivers revealed that some may spend $40,000 on a new car while others may spend well over $100,000. Determining the appropriate lease rates for such a wide range of vehicle types, makes, models, and years would be incredibly challenging, especially because lease prices typically include insurance, maintenance, and other costs that are difficult to capture.

There is also much more variation in leasing arrangements in the FHVs sector, from lease-to-own and conditional purchase arrangements to informal short-term lease rentals between drivers, each of which would have to be addressed with distinct regulatory approaches. While we are open to exploring additional ways to reduce the burden of leasing costs on drivers, we do not believe that establishing maximum rates is the best approach. Thank you again for inviting me to provide an update on TLC-regulated industries, address recent developments, and offer the Administration's position on the proposed bills.

We look forward to continuing to work with you to ensure that New Yorkers can rely on the City's for-hire industry. I am now happy to answer any questions you may have.

CHAIRPERSON BROOKS-POWERS: Thank you. I’m going to give an opportunity for Council Member Louis to ask her questions first. Okay, so let’s talk about the July agreement on the lockouts. On July 31, 2024, the Mayor and yourself announced that the city had secured agreements with Uber and Lyft to drastically reduce lockouts. What specific commitments were made by Uber and Lyft in regards to reducing lockouts and how will these commitments be tracked?

DAVID DO: So, it was a three-prong approach. What we wanted to do Council Member was to ensure that we had an effort that provided relief for drivers immediately. A standard rule making process could take months, often times more than several months. And so, we wanted to make sure that we could provide relief for those drivers who were impacted by the lockouts immediately.

One, it would end lockouts, which it has and continues to do. Require Lyft to have a minimum utilization on an annualized basis of 50 percent and the other part was that they would not onboard any new drivers and ensure that current drivers are busy before onboarding new drivers.

CHAIRPERSON BROOKS-POWERS: Thank you and I would also like to recognize Gotham Professional Arts Academy from Council Member Crystal Hudson's District who has joined us today. Welcome, we hope you enjoy yourself at City Hall.

Were any of the agreements that were made or commitments memorialized in any formal documents?

DAVID DO: Yes, there was a formal document from Lyft dated in July to provide their assurance that they would reach 50 percent on an annualized basis.

CHAIRPERSON BROOKS-POWERS: Can you share those documents with the Committee?

DAVID DO: We can.

CHAIRPERSON BROOKS-POWERS: Are there any penalties or consequences if Uber or Lyft do not meet their commitments?

DAVID DO: Yeah, so one of the ways that we're looking at this is that we're working with our stakeholders, including our advocates to ensure that we have the correct rule making process in place and we're going to take on a rule making process despite this deal right. What I wanted to do was ensure that we work with Uber or Lyft and many of the drivers because what I heard from hundreds of drivers is that they wanted immediate relief from this and what we able to achieve was immediate relief for our drivers but that doesn't preclude us from issuing new rules and we are working on them as we speak.

CHAIRPERSON BROOKS-POWERS: Thank you for that. Now how long has Uber and Lyft agreed to pause onboarding new drivers and when would it be appropriate for Uber and Lyft to begin onboarding new drivers again? Is there a utilization rate threshold? You have an eye on it all?

DAVID DO: As part of the agreement, they cannot onboard but it is indefinite and we want to look at memorializing some of the things within the agreement permanently like, not onboarding new drivers until there's a certain utilization rate. Again, this is all delivered Council Member and we haven't finalized where we are yet but one of the main aspects of this is to resolve the lockout issue in perpetuity.

CHAIRPERSON BROOKS-POWERS: Now, Uber's commitment to reducing lockouts is contingent on Lyft reaching a 50 percent utilization rate. If Lyft does not reach that rate is there anything preventing Uber from reinstating their policy on lockouts?

DAVID DO: Yeah, like I said, that we're working on rules to make permanent some parts of those agreements but also additional rules to ensure that we protect driver pay and then also ensure that hopefully in the future, that loopholes like the ones that they have taken advantage of are close.

CHAIRPERSON BROOKS-POWERS: I know you said the rules are still being worked out but will there be any changes to next year's utilization rate calculation to offset the impact of Uber and Lyft's lockout policy from the first half of this year?

DAVID DO: We're looking at ways where the new rules may address that.

CHAIRPERSON BROOKS-POWERS: While the agreement with Uber and Lyft is a step in the right direction, it's ultimately a short-term solution to the larger problem of driver lockouts. What specific long term solutions is TLC and the Administration working towards to eliminate driver lockouts? What specific long-term solution is TLC and the administration working towards to eliminate driver lockouts and when the agreement was announced you stated that there was a robust rule package designed to disincentivize access restrictions. Can you describe what those rules would do and when the rule making process will actually begin?

DAVID DO: Yeah, I know that there have been a lot of pain for drivers during the couple of months that there were lockouts. And so, that is why we are not only working with our advocates to looking at what they have put in front of us but our own rules to ensure that lockouts hopefully are a thing of the past. What we're looking at is one continuing onboarding restrictions, providing flexibility to drivers and ending overall lockouts. This is something that I know is incredibly important to many of our drivers but there is a very delicate balance in terms of the utilization rates that we need to be aware of because that utilization rate increases driver pay. And so, we're looking at that aspect as part of the solution as well.

But our advocates have come up with a real meaningful solutions that I am examining diving deep and ensuring that we look at it deeply so that we can have the best rule package available. We hope that we can get the rule package out by the end of this year.

CHAIRPERSON BROOKS-POWERS: Thank you. I want to pivot to Green rides, EV for-hire vehicle applications. How many new licenses were given out last year when the EV for-hire vehicle applications were open?

DAVID DO: There were about 9,700 applications. We gave out about 8,700 and 93 percent of those went to individual drivers.

CHAIRPERSON BROOKS-POWERS: What’s the percentage?

DAVID DO: 93 percent went to individual drivers.

CHAIRPERSON BROOKS-POWERS: Have all applications been processed?

DAVID DO: We were very proud and I thank our TLC licensing team for processing many of those licenses within a three month period, four month period, excuse me.

CHAIRPERSON BROOKS-POWERS: What type of outreach was done to mitigate any negative impacts of the opening and quick closing of the application process?

DAVID DO: Yeah, so as part of the litigation, we were required to close it in a 96 hour period, right.

About four weeks before that we opened the licenses, only about 2,500 applications were applied for and then overnight, there was about 7,500 applications. And so, we had a period where the judge recognized that it was Veterans Day to ensure that not only the public would know about the closure, we communicated that to the communities and then the industry itself communicated to itself about that closure and we saw a rush of 7,500 applications in the 96 hour period before we had to close it on that Monday at 9 a.m..

CHAIRPERSON BROOKS-POWERS: And did the influx of additional EV for for-hire vehicles result in pressure on the utilization rate that might have led to the lockouts?

DAVID DO: Yeah, that's a very good question and in short, no. Many of the drivers were already driving. They were in leasing arrangements right? And so, they moved from having to lease upwards of $425, upwards to $900 a week to now owning their own vehicle and being able to own their own business and drive in New York City.

CHAIRPERSON BROOKS-POWERS: In going forward, how do we manage the driver ecosystem to balance the interest of new drivers or add EV's and wheelchair accessible vehicles while also reducing empty cars on our streets and supporting driver pay?

DAVID DO: Yeah, so one of the main issues that I think we need to reflect on was that Uber and Lyft were onboarding thousands of drivers as of late last year and even early this year, right? Despite not having enough trips out there. And so, what we're doing is we're looking at ways to limit onboarding of new drivers and ensuring that our existing drivers have enough jobs before we allow for Uber and Lyft to onboard new drivers. Again, like I said, it's a deliberative process. We're looking at many ways that would assist us with this but it is crucial that we take a lot of time to think about how it would impact the overall infrastructure of driver pay and the industry.

CHAIRPERSON BROOKS-POWERS: And in terms of the For-Hire Vehicle License Storage program, during the COVID-19 pandemic, the TLC created a for-hire vehicle license storage program to provide relief to license holders who could not afford to maintain their vehicles during the pandemic. That program ended in August of last year. The TLC has now established a short-term storage program that allows a licensee to put their license in storage once every two year renewal period for up to 90 days. Have you done a retrospective on this long term storage program and do you believe that it was successful? Are there any lessons that we can learn from the implementation of the program that we can apply going forward? Particularly in respect to the new short-term storage program?

DAVID DO: We wanted to ensure that driver's with the 90 day period to have flexibility, when they travel abroad, when they have medical appointments, when they have long term you know other commitments that they have the flexibility to put their license in storage. What we did not want folks to take advantage of this program, where the big leasing companies putting their vehicles into storage and not putting them on the road to ensure that drivers not only have options for those vehicles. And so, that was the intent of the overall rules to ensure that drivers had access to these vehicles and not that the big leasing companies would be able to take advantage of that. However, we also had the flexibility built in for our drivers so that they could put their licenses in storage and I have not heard of many cases where there have been concerns about the new storage program.

CHAIRPERSON BROOKS-POWERS: Thank you for that and why was the decision made to limit the short-term storage program to only one use per two years. Like, what happens if there's an emergency? Which we all know happens more frequently at times more than once every two years.

DAVID DO: Yeah, we believe that in a 90 day period, over two years works for most if not all of the for-hire industry. Again, while passage of this rule, I heard some concerns but I haven't heard additional concerns since the passage of this rule. We think it strikes the right balance but we're always welcoming I think feedback from the community to make any program a little bit better.

CHAIRPERSON BROOKS-POWERS: And how many driver's make use of the short-term storage program each month? What's the average number of licenses in storage?

DAVID DO: I don't have that information right in front of me Council Member but we'll definitely get it and hopefully we can it at this hearing so we can provide it to you.

CHAIRPERSON BROOKS-POWERS: Thank you. And so far, do you believe the short-term storage program is a success? Do you have any intention to expand the program or loosen its requirements?

DAVID DO: Like I said, we're always looking at our industries feedback to make our programs, our rules a lot better. I haven't heard a lot of push back besides from when we passed the rule but I'm focused on ensuring that drivers have options especially when they're traveling abroad or you know having medical appointments that take them out of service or any other way to assist our drivers in their time of need and provide more flexibility.

CHAIRPERSON BROOKS-POWERS: Thank you for that. Next, I'm going to pivot to commuter vans. So, commuter vans, as I have said many times are vital in outer borough communities providing an affordable and reliable transportation option in transit deserts. However, the number of commuter van basis drivers and vehicles have dramatically decreased in recent years. As you mentioned during your testimony, the number of licensed drivers and licenses bases have suffered a similar drop. You mentioned state mandated insurance coverage as the primary issue facing the industry.

Just for clarification, do you mean that this is a current issue or did you mean that this was a primary cause for the collapse of the industry?

DAVID DO: Like I said in my testimony, we're broadly supportive of ensuring that there's a continuum of different transportation options within all five boroughs of New York City. Commuter vans played an important role in many of our communities. I know and I've heard of stories where many students might be in Southeast Queens but had to take a bus so that they can get to their subway station and get to Manhattan for their school. These are important stories that I hear about and so, the health of the commuter van industry is something I'm keenly aware of wanting to ensure that there are options for our outer borough residents.

Look, it is extremely devastating right that insurance has been so high for our commuter van industry but what we know is that with state programs like the $11 million dedicated to commuter van insurance implemented by ESD is helping commuter vans get back on the road. We know that $40,000 subsidy with in vehicle telemetrics and in vehicle help to provide some of that security so that they can get cheaper insurance rates is going to help the industry as a whole. And so we're here to be supportive of the commuter van industry.

CHAIRPERSON BROOKS-POWERS: What other issues in the TLCs opinion stand in the way of rebounding commuter van industry and what can we do to smooth the way for them?

DAVID DO: Yeah so like I said that we are going to try to implement the $40,000 in grants for the commuter van industry and in fact, we have been working ESD on a regular basis. They just released the applications for commuter vans and I hope that every single commuter van who was previously active can reach out to the TLC so that we can get them active again, so that they can participate in this program. Because as you've heard from Leroy, you know insurance can be anywhere from $40,000 to $50,000. A $40,000 grant is going to allow for a meaningful impact so that commuter vans can get back on the road.

CHAIRPERSON BROOKS-POWERS: And commuter vans are not easily replaced by taxi's or for-hire vehicles which are much more expensive or by buses that you know may not service particular routes but what are you doing to preserve this form of transportation for people who need it. How do you plan to address the challenges facing the commuter van industry?

DAVID DO: Look, I met with our commuter van associations including Leroy and Hector to ensure and learn about the challenges that are facing them. And what we have been able to do was work with them, work with the operators, learn about their challenges and make flexible changes and exemptions when we could to that. And so, typically if authorized commuter van base might not have any vehicles, we require them to put at least one vehicle right. The previous restrictions were much higher than that. If they have one vehicle associated with the authorization, we would work with them to renew that vehicle license and that base. And so, we are working internally at the TLC but also externally with the state to ensure that there is flexibility for our commuter van industry.

CHAIRPERSON BROOKS-POWERS: And has the TLC examined where these commuter vans are most concentrated? What kind of passengers do these commuter vans primarily serve and where the routes actually go?

DAVID DO: Yeah, commuter vans play an important role in transit deserts like you said. In Southeast Queens, in parts of Brooklyn. And so, we want to ensure right that there is a continuum of options. Beit Yellow Taxi, for-hire vehicles, transit, and even commuter vans to address any of the concerns that our riders face in all five boroughs. And so, I want to always provide more opportunities, more options for our residents instead of less options, right? And so, more options means residents can get to where they need to go faster and that is something that I think we should all be supportive of.

CHAIRPERSON BROOKS-POWERS: Thank you for that. Equally important in communities, especially Southeast Queens, is our public transit system, particularly the buses because we don't have access to subways. We're a two fare zone and some of the issues raised earlier by the prepanel was around the commuter van industry being a potential threat to the bus drivers and diminishing of service within these communities. Does TLC have any ideas in which they can help the commuter van industry rebound while still protecting the public bus network?

DAVID DO: Yeah, so I understand where our transit workers are coming from and make no mistake, I think that the industry has been impacted so hard. The commuter van industry has been impacted so hard, that there's only 35 licensed commuter vans in all five boroughs licensed through the TLC.

CHAIRPERSON BROOKS-POWERS: But if this bill were to pass, it would probably would you say increase that number?

DAVID DO: Of the Street Hail Bill?

CHAIRPERSON BROOKS-POWERS: Yeah.

DAVID DO: Uh, I can't say either way right? But that is something that the commuter van associations are going to have to be hyper focused on to ensure that not only the state help but the additional flexibility provides to them makes their industry grow. But there are protections right because any route has to be reviewed by DOT. But more so is that this common industry practice. That they pick up passengers at various block to block, corner to corner and so, this is just memorializing some of what they're already doing into the law.

CHAIRPERSON BROOKS-POWERS: Uhm, okay another question that came or another issue that came up in the prepanel that I was hearing also. I think it was from ATU's in terms of like the behavior of the commuter van drivers, which Mr. Morrison had indicated, that was not the case of the license commuter vans. How does TLC manage what's on the road in terms of licensed versus unlicensed? Because as we look to explore what legalizing the street hails look like, we're not trying to reward the ones that are the bad actors that impact the safety and access to the bus services. So, what has or can TLC do to address that?

DAVID DO: Yeah Council Member, enforcement is a key aspect of unlicensed commuter vans.

CHAIRPERSON BROOKS-POWERS: And enforcement is by TLC right or PD?

DAVID DO: Both by TLC and by PD. And so, we regularly work with NYPD to ensure that commuter vans are operating legally so that there are the protections of not only insurance but having a licensed operator, having a CDL operator. Following DMV state guidelines. These are all incredibly important and as I look through my data, in 2023 about 95; there was 95 summonses in total. Only five went to licensed commuter vans and so, what Leroy was saying is correct, that 90 of the 95 went to non-licensed commuter vans. As of this year so far, all 47 summonses to commuter vans went to unlicensed commuter vans, right? And so, I think for the most part, the licensed commuter vans are following the rules, the regulations, and the state traffic laws.

So, is there a shortage of resources why the enforcement is not able to kind of address the bad actors?

DAVID DO: Well-

CHAIRPERSON BROOKS-POWERS: Because I know I have some that are in Rosedale that are not licensed that do all types of things to people's property and I know they're not the licensed ones.

DAVID DO: Yeah, well thanks to Mayor Adams and the Administration, we were able to get 100 new TLC police officers. We're training our first class in two years currently and are going to recruit more officers and so, that is going to help us provide more attention to areas where we can be helpful to you. So, if you let us know about where they're operating, we will come out there and support you and your community. Yes, we're hyper focused on ensuring that non licensed commuter vans get licensed or not operate in New York City.

CHAIRPERSON BROOKS-POWERS: That is helpful and is there coordination with TLC and PD in terms of how to engage the commuter vans? What is actually legal versus not legal? What they should have and shouldn't have?

DAVID DO: Well, every unlicensed commuter van is - should not be operating, should not picking up trips and so, they need to go through the regulatory process that assures that not only do they have the proper insurance, the proper licensing but also the proper education so that they can operate as a commuter van. And so, as we see commuter vans with non- New York State plates or Pennsylvania plates etc., those are not operating legally on New York City roads. And so, we are going to be focused on ensuring that they do not operate.

CHAIRPERSON BROOKS-POWERS: Thank you for that and is the current rule prohibiting street hail something you enforce strictly? And if so, how many violations typically occur in a month?

DAVID DO: Uhm, yeah so we do enforce when we see it, right but again, with 100 TLC police officers growing to 200 hopefully soon, we will be able to pay more attention to this issue in partnership with NYPD but we work with every precinct to ensure that when we see that there is a higher number of certain issues and cases regarding commuter vans, we will address that based on constituent concerns, residents' concerns to ensure that you know they don't see that type of activity in their communities.

CHAIRPERSON BROOKS-POWERS: Thank you for that. I'm going to yield to Council Member Krishnan for questions.

COUNCIL MEMBER KRISHNAN: Thank you so much Majority Leader Brooks-Powers. Thank you Commissioner and I just have a few questions for you on Intro. 276. My first question is, uhm will this bill negatively impact any existing processes to deal with deactivation?

DAVID DO: So, I'll have I think Carlos answer that question. He's with DCWP who will be implementing this new law.

COUNCIL MEMBER KRISHNAN: Sure, thank you.

CARLOS ORTIZ: Thank you Commissioner. I think Council Member with respect to your question, our goal with this legislation is to I think build upon the successes of workers and worker advocates. Support existing processes that are out there certainly but ultimately create a fair standard for all workers in New York City in this for-hire vehicle space. I certainly was very appreciative of the remarks in your opening statements. To this point about other processes that are out there, I think that is the same intent that we have as an administration and we want to work with you on that as we go into the legislative process.

COUNCIL MEMBER KRISHNAN: So, just to be clear, would this impact any of the existing processes right now?

CARLOS ORTIZ: I think my plan is to ensure when we're drafting that we're not making any impacts unnecessarily. I think again, we want to build upon success, not walk back anything that workers and the advocates that have won for us.

COUNCIL MEMBER KRISHNAN: Got it. Do you have – or how many – sorry, one more question. Do you have any recommendations for the legislation?

CARLOS ORTIZ: Yes, I think Council Member, you know we've had a lot of experience now in the space of just cost protections for fast food workers. A lot of experience in the context of food delivery workers. I think there are certainly tweaks we might want to work into legislation around arbitration and making it a more efficient and effective process for workers who want to engage in that process. I think there's components of separation pay we think might be interesting that could help folks if they've been deactivated, unfairly deactivated. I think these would really help make sure that we are reducing the financial, devastating financial impact that an unfair deactivation could have. Or also we're just disincentivizing companies having to deactivate workers too.

COUNCIL MEMBER KRISHNAN: And finally, how many complaints or cases do you anticipate?

CARLOS ORTIZ: I think Council Member, you know I heard my colleagues from NYTWA mentioned something around 2,000 cases that they've worked through. I've heard numbers from other advocates of upwards of 13,000 cases a year on deactivation. So, I think we're looking at that kind of ballpark and for us, it's certainly helpful for that to be kind of flushed out in the record because you know we work very closely with OMB to identify resources that are needed and this kind of a caseload is definitely significant.

COUNCIL MEMBER KRISHNAN: So, would it require perhaps funding or support resources, digital resources for DCWP?

CARLOS ORTIZ: Think that's part of the conversation we have to have particularly with this amount of cases that are being spoken to on the record.

COUNCIL MEMBER KRISHNAN: Okay, thank you. No further questions. Thank you.

COUNCIL MEMBER FARIAS: Thank you Council Member. Seeing no one else signed up, I have one question and then we'll move to public testimony. The Chair had asked about Green rides and the 8,500 EV licenses that we've already rolled out here in the city. I wanted to know if we had any data on how many of those vehicles have stayed on the road currently and if we have any percentage of folks that have gave up those EV licenses in the time being? I know we've had some difficulty with charging infrastructure etc., so just wanted to ask about that.

DAVID DO: Yeah, if I could step back and give an overall picture of where we are. We're two years ahead of schedule on our Green Rides initiative. You know the Administration goal was to get to 100 percent either wheelchair accessible or EV's by 2030 and we're hitting that mark. 19 percent so far are now EV or wheelchair accessible in terms of the number of trips.

Overall, we see that this has helped build additional infrastructure. Just yesterday Council Member, I opened up ten additional or I helped open up excuse me, it wasn't my charging but opened up ten additional fast charging stations in Manhattan. We – this initiative has spurred more infrastructure across all five boroughs and has potential to add additional infrastructure in the Bronx and so, we're very excited by this.

In terms of the EV, FHV numbers that you asked for, uhm, there were 10,243 EV's as of February 2024 and today, right despite not issuing any additional licenses, there are about 11,490. And so, what we have seen based on the regulation, is that many individuals are transitioning from an ICG vehicle or an Internal Combustion Gas vehicle to EV because possibly there is a lot more infrastructure out there. We have set up a taskforce to work with NYPA, to work with the New York and New Jersey Port Authority to build more infrastructure at JFK and at LaGuardia Airports and we're seeing that come to fruition so that the pain that driver's had to wait for last winter won't happen this year.

COUNCIL MEMBER FARIAS: Great and so do we have any data of folks that were initially given their EV licenses and then –

DAVID DO: Specifically on that, I'll get back to you Council Member and see where we are at that. I apologize, I don't have that number in front of me.

COUNCIL MEMBER FARIAS: Thank you so much. Thank you Chair.

DAVID DO: And Chair Brooks-Powers, there are currently 601 vehicles in storage, in the FHV storage program.

CHAIRPERSON BROOKS-POWERS: 601 currently.

DAVID DO: Yup.

CHAIRPERSON BROOKS-POWERS: Thank you. Okay, thank you to TLC and your testimony today and participation. I now open the hearing for public testimony. I remind members of the public that this is a government proceeding and that decorum shall be observed at all times. As such, members of the public shall remain silent at all times.

The witness table is reserved for people who wish to testify. No video recording or photography is allowed from the witness table. Further, members of the public may not present audio or video recordings as testimony but may submit transcripts of such recordings to the Sergeant at Arms for inclusion in the record. If you wish to speak at today’s hearing, please fill out an appearance card with the Sergeant at Arms and wait to be recognized. When recognized, you will have two minutes to speak on today’s hearing topics. Oversight TLC for-hire vehicles, commuter vans and other TLC licensees, Intro. Number 100, a local law to amend the Administrative Code of the City of New York in relation to the suspension of alternate side parking regulations on Losar. Intro. Number 276, a Local Law to amend the Administrative Code of the City of New York in relation to the wrongful deactivation of high-volume for-hire vehicle drivers. Intro. Number 277, a Local Law to amend the Administrative Code of the City of New York in relation to taxi cab driver pay for electronically dispatched taxi cab trips.

Intro. Number 323, a Local Law to amend the Administrative Code of the City of New York in relation to establishing maximum rates for the leasing, rental, lease to own and conditional purchase of for-hire vehicles. Intro. Number 939, a Local Law to amend the Administrative Code of the City of New York in relation to allowing commuter vans to accept hails from prospective passengers in the street.

Intro. Number 950, a Local Law to amend the Administrative Code of the City of New York in relation to increasing the number of violations required to revoke authorization to operate a commuter van service. Intro. Number 1021, a Local Law to amend the Administrative Code of the City of New York in relation to the suspension of alternate side parking regulations on Patriot Day.

If you have a written statement or additional testimony you wish to submit for the record, please provide a copy of that testimony to the Sergeant at Arms. You may also email written testimony to testimony@council.nyc.gov within 72 hours of this hearing. Audio and video recordings will not be accepted. We will call the first panel which will be former Council Member I.Daneek Miller.

I.DANEEK MILLER: Good morning Madam. Good afternoon Madam Chair and members of the Committee. It is great to be in the peoples house again and uhm, so I just after hearing TLCs testimony, I kind of just wanted to divert from what we were talking about because obviously they're either misguided or misinformed about what the commuter van industry really is at this moment and time and the services that they are providing and I would love to work collaboratively with them and the other agencies to ensure that that's happening but for him not to mention the actual mandated report that came out of the legislation, that we passed back in 2018, that required an annual review and reports of the industry around safety. That wasn't mentioned at all and quite frankly that was important as to whether or not you made a determination that this should be expanded. And also, I just want to mention, the first name basis of the industry folks is clearly where he's getting his information from.

And I do take offense to that something that we took nearly eight years to make sure that we were protecting the safety and integrity of communities throughout the city to pass that legislation, to see it under minded and be diminished in a way that not just the street hails may happen in an arbitrary way but also that the fines and penalties that were put in place be diminished as well. But you know what I really wanted to talk about and very briefly is that public transportation and that transportation was not being spoken about here today. It is a great equalizer. We do talk about transportation deserts are often communities of color and the impact that that has on there but transportation – what we're missing uhm is that there is an obligation by the city and the state to ensure that they're providing this public benefit equitably throughout the city. In the city that we see communities that have public transportation options or have new options such as ferries that are being subsidized at $12 and change per trip.

In other communities, their options are commuter vans, which are greatly underfunded that are not regulated and often times not providing the safe service. Clearly, it was also demonstrated that they don't provide, they're not ADA accessible. They're not accessible to those who would normally access fair fare programs and so forth. So, that is an equity that our community really is losing out on and I think in order for us to have equitable growth throughout the city, we have to talk about equitable transportation options.

As we move further, I think one of the testimonies whether 100 or ATU, talked about transportation funding. Transportation funding by the MTA, when the operation side is strictly by fare box, and anything that interferes with the fare box numbers that are coming in, the people that are captured by the fare box, diminishes the service that is provided.

As we talk about transportation equity and transportation as a great equalizer, uhm, there's been conversation about congestive pricing and as this Committee knows that if and when that is implemented, it is only for capital projects. Meaning that the operations of bus service is not going to be impacted by it. It is not going to get you a contract. It is not going to provide benefits. It is not going to impact the day to day operations. And certainly, I don't think that in our lifetime that we're going to see light rail or subways riding down Merrick Boulevard, Flatbush Avenue, Northern Boulevard, anywhere of these transportation deserts that currently exist.

So we have to look at you know common sense measures that really matter. One of the things is -

CHAIRPERSON BROOKS-POWERS: Sorry -

I.DANEEK MILLER: Okay, so we talked about very briefly and we've been working on the bus network redesign. I think those are areas that we can focus on and we could - but right now, we could have a conversation about what the industry, the commuter van industry does but to arbitrarily integrate them into bus stops and street hails, I think is a wrong move.

CHAIRPERSON BROOKS-POWERS: And I thank you for that testimony. I will say that I've heard consistently similar to what you shared in terms of the concerns in the bus route or below 96th Street and so, considering that you have a significant transportation background, I would love to hear from you like what could you see as a world where these two industries co-exist without diminishing? And I ask you this because as someone who has and continues to represent parts of Southeast Queens, you know first-hand what that ridership looks like. And then I do want to have a follow up question that I asked earlier and I didn't really get a clear answer, but when the commuter vans are not available, do you see that the majority of those riders go to taking a bus or do they go into their personal vehicles?

I.DANEEK MILLER: Well, no, I think that those who travel into the city or into other boroughs for work are probably using New York City or public transportation just in general. Yeah, just short of it yeah. I think they're taking public transportation as an alternative, not necessarily an alternative means but what I would envision, what I think has not been captured is that uhm, there are communities that are truly transportation deserts for a plethora of reasons, logistics and otherwise. Someone like the Rockaways and so forth, like that. I think whether or not we're leveraging this conversation around greater transportation, public transportation options but in the meantime, could we see something like that you know in there but in terms of where routes already exist which I think is a task of DOT, is to look at the existing routes in the city, whether or not they are functioning efficiently. Can it be better? Could it be assisted by the vans?

And so, that's their job in licensing the vans is assessing whether or not they are not performing or providing the service in that area. So, if in terms of collaboration, I think DOT and their data collaboratively with the Transit Authority will really sort of dictate whether or not or where you know they could possibly operate.

CHAIRPERSON BROOKS-POWERS: And then I know like for example in Queens, we have the Queens bus redesign going on, which I'm hopeful that we'll still see some more changes. I'm concerned about one, diminishing of our bus services through it. Uhm, but also too, there are still pockets of the communities that still would not have a direct access readily where they could walk maybe a block and a half to a bus stop. And so, do you feel that in instances where the – when you look at the map and the bus redesign is still not capturing certain neighborhoods, that there is a way in which the commuter vans could be that connection to the buses? Because again, I know that –

I.DANEEK MILLER: At that point, so we're talking about creating what we got rid of 30 years ago, which is a two fair zone or putting a van to a bus to a train.

CHAIRPERSON BROOKS-POWERS: Well, some of the bus redesign creates a two, three fare zone now.

I.DANEEK MILLER: I would suggest that you get the MTA in here and have a hearing on the redesign and what that looks like. Often the routes that run throughout the City of New York, in particularly in the outer borough, they were old trolly routes and they haven't been changed in 75 years. They were industrial communities that are now residential and vice versa and so, you know this is really an opportunity to be better and they have an impact on communities, on industries in a way, I think it's really important to do that. But I wouldn't you know just throw out the baby with the bath water. That one thing should this or the other. I think that it's really important to finally have their ear and the resources and revenue behind it. But again, losing revenue at a time where MTA is hiring people to circumvent fare dodging and the rest of that stuff, but to give it away is really advocating their fiduciary responsibility of all, not just agencies but bodies of government, including the Council to make sure that we have the operating expenses and revenue that are going to allow them to serve folks efficiently.

And we don't want to do anything that take away from that. Is there a space for them to make money? I think that we have absolutely done our due diligence to incorporate commuter vans. Wherever we can, but in the daily operations of you know we want people to be safe and efficient. Mind you from an ATU perspective, that industry started in Staten Island brought them back and forth and they you know, crossing into Manhattan. It would do potentially great damage they talked about, industries nationally where corporations come and use policies and legislations such as this and run fleets on public transportation and we don't want to diminish that and see that in that way.

I just also want to say how much I do support Intro. 276. It makes all the sense in the world that you know collective bargaining, due process and discipline is a basic fundamental intended of labor rights and it just absolutely has to happen, so.

CHAIRPERSON BROOKS-POWERS: And I think you for that.

I.DANEEK MILLER: Yup.

CHAIRPERSON BROOKS-POWERS: Thank you. And also, I'd just like to clarify for everyone something that was stated earlier, so although no video recording or photography is allowed from the witness table, members of the public may record these proceedings from their seats but may not use tripods or obstruct walk ways. We'll have our next panel. Thank you.

I.DANEEK MILLER: Thank you so much and you know as always, I am available.

CHAIRPERSON BROOKS-POWERS: And we understand that there are some members that are signed up that will have to step away to pray. We will come back if we call and you're not in the room. So, just understand that too.

So, we'll next have Paul Sonn, Jeremy Moskowitz, Giovanny Ramos(SP?), Shahal Hawk(SP?), Ibrahim Zoure. Just come to the front. And please just introduce yourself before you speak, so we can have it on record as well. And I just want to make one more attempt to see if Michele Dulton of IDG is in the room, if so, you can come now as well. Okay, you can get started just please unmute your mic.

GIOVANNY RAMOS: Hi, my name is Giovanny Ramos. I come to plead to you to help me for my family because my car is deactivated. Over come to the market in New York City, I'm here to help all. Uh, when I first driver started driving Uber at the market. When I started Uber, I make a lot of money - a little money for my family then still when I see a lot of people come to the Uber driver, I know I make a lot of mistakes. Uber closed my account. We still have a balance - I bought my car and I have to pay the bills for my family. I have to pay mortgage and a lot of things in my bills for my family. Now, please do me a favor, please try to go back to driving Uber. Thank you very much.

CHAIRPERSON BROOKS-POWERS: Thank you.

IBRAHIM ZOURE: Thank you everyone. I just wanted to say thank you for the great mind that set this meeting today. For us be here to present our case. My name is Ibrahim Zoure. I'm a member of NYTWA and I drive for Uber and Lyft. So, I was deactivated by Uber in 2019 and put a great impact on me and my family because I could no longer provide you know the necessary basic that my family need. So, I find myself in a situation where I went to pick up a stranger and at that pickup location, I was blocked by another driver so I could proceed my journey to drop the passenger. So, I reached out to the driver of that car to find out if he was sleeping in his car. That's why he couldn't respond to my horn to move away. So, we engaged into a conversation. My passenger out of the vehicle came behind me and record the situation between me and the other driver and sent it to Uber. So, I was deactivated because of that. Six months after this situation happened, they waited six months to deactivate me. So, I reached out to Uber office to see if the problem could be solved. So, at Uber office, they referred me to IDG to solve the problem. So, when I went to IDG, so I was told by IDG member that my situation is critical and it had to be reviewed by the Uber headquarter. So, ever since I have never been able to have my account reestablished.

CHAIRPERSON BROOKS-POWERS: Thank you. I just ask if you could submit the rest of your testimony in writing.

IBRAHIM ZOURE: Okay, thank you.

JEREMY MOSKOWITZ: Hi, my name is Jeremy, I'm with Voyager Global Mobility. We run two of the largest rental, TLC rental fleets in the city, Buggy and Fast Track. We are weekly, no strings attached rentals. We do not trap drivers in long term leasing agreements. We're an important part of the industry. We're here so that people can go on vacation for two or three months abroad. They can save their expenses if they get deactivated or find themselves in other trouble. We do whatever we can to help drivers who are deactivated, involving giving any documents that we have, payment history, contracts, whatever we can do. Sometimes we'll get calls from the IDG or from Uber or Lyft. We're here today in terms of your overall oversight of the TLC to request that you sincerely focus on the insurance storm that is about to hit. We manage our insurance responsibly. It's built into our very fair rental pricing. We have a large array of nice vehicles that are fully covered. We manage our insurance responsibly. We've never been late on a payment. We pay out claims. With American transit, if one of our driver's gets in an accident with them, I will fax a claim over. I will wait two months. I will never get paid. It's a shame that everyone has known about this forever. That they have let drivers get on with low premiums so people aren't managing their finances responsibly.

The other major players Harford and Mia are not that much better and so, this is a storm that's brewing. We commend what the larger Council or Committee or City Council discussed on changing the insurance rates. But before any conversation about rental prices or the government regulating rental prices, the city needs to get a real strong handle on the insurance industry and its major effects on drivers, as well as interest rates borrowing for people who are buying their cars, etc.. Thank you.

CHAIRPERSON BROOKS-POWERS: Thank you. Thank you to this panel. The next panel we'll have is Mohamed Mohamed, Dennis Addison, Saif Aizah, Bamba Diakite, Walter Hurdle. We ask that you just introduce yourself at the start of your comments and uhm, we ask that you hold it to the two minutes because we have a lot of people signed up today to testify.

MOHAMMAD ALI AWAN: Hi, my name is Mohammad Ali Awan and I drove Yellow cab for 26 years and then switched to this promise land they call Uber and Lyft because we thought the life was going to get a little bit better but it's not. This company have enormous kind of like control on the driver. They can deactivate any time they want and we are deactivated for a very long time. It's impacted our life and our families life and this is just like staying on top, like government of the people, by the people. So, we are the people. So, we need the help from the City Council and the members and the Chair to please just like make the regulation to stop this deactivation for like unknown time and forever. This should be like that because like we are the one who are sitting on this hot seat driving for hours and hours and burning of our fuel. We're paying for all the expense of the car.

This company Uber and Lyft and other app companies, they have nothing. They are just, in reality they are just the connecting companies. They are connecting us with the passengers. That's all they do but they make all the rules and they control everything. It shouldn't be like that so City Council and the Taxi Limousine Commission should become some kind of like the regulations to stop this nonsense deactivation. Thank you.

CHAIRPERSON BROOKS-POWERS: Next.

BAMBA DIAKITE: Hi, my name is Bamba Diakite. I do taxi drive long time. Okay, before I talk about - I got my own program that I think in my program, I got a lot of drivers now in the hospital and their home. If I wake up morning, because I got a lot of children. I got a lot of family.

Uber locked up. This is not fair. If I wake up, I'll go see them. Before you talking your problem, okay. I started Uber 2019. Uber closed me. Uber closed me. Nobody complain me, Uber closed me because they say my points is low. I go once in the Bronx Uber office. They tell me go take a class. The teacher see me and say man, you don't have problem, your points is good. I say Uber closed me because of my point is low.

Okay, IGD, I see IGD. IGD take $10 my bank account. They say you now have big problem. Uber have to open you. I say okay. Every month IGD take $10 of my money. How many times they don't do nothing. Uber don't open me. You see, I got a family at home. Taking my money IGD, it don't do nothing. After that, [INAUDIBLE 02:31:51]. They have taxi alliance office there. I go to taxi alliance office there, I talk to them. I say I got a problem. My friend have problem too. Uber closed me. Uber closed me because of my rating is low. I said, nobody complain me but Uber not open me. I got a big family, a lot of family. Uber don't open me.

Okay, pulled up, Uber customer, they picked me. Uber don't do nothing. Thank you.

CHAIRPERSON BROOKS-POWERS: Thank you.

WALTER HURDLE: Good morning. My name is Walter Hurdle and uh I am in the industry for six years with the New York Taxi Workers Alliance for two and half years. I was unfairly deactivated by Uber and as a result, I lost $1,200 a week. They are so called three strikes where in the first situation, uhm during COVID, I had a mask on my mouth but not on my nose. A customer complained even though I had a petition in my vehicle, I got an email from Uber who said, any further allegations of this nature you will be removed from the Uber platform.

The second time was with a mounted phone, you get rides when a next ride before the first ride is finished. You have to interact with your phone. I got an email from Uber. A customer said you was using your phone. They said again, any allegations of this nature can result in removal from the Uber platform. The third time was a young lady. It was 3:00 in the morning and I said, ma'am I'm just going to wait for you to get inside before I drive off. I don't know why she took it the way she may have because I felt like my responsibility doesn't end when I close the app.

That humanity takes over and if something were to happen to this passenger, I need to interact. The $60,000 I invested in my vehicle for my "partners" Uber and Lyft, is now a burden now because even though I have to make my car payment, my insurance payment, my rent whatever, my bills don't stop. This deactivation process with Uber, Intro-

CHAIRPERSON BROOKS-POWERS: Thank you. If you have anything additional, you can submit it in writing sir.

You have to turn on the mic sir. Could you just let us know your name as well?

DENNIS ADDISON: Good morning, my name is Dennis Addison. Thank you so much for making this possible at the hearing. I have been in this business now for six and half years and a member of the New York Taxi Alliance as well for two and a half years. I've been unfairly deactivated by both Uber and Lyft and weekly, I make over $1,600. And since Uber have deactivated me, it was very much unfair for me and my family. I have a vehicle that I invested in in over $65,000 that I had to pay for that. My insurance, fees and other the different things that I have to pay for maintaining my family.

It’s been so difficult since then, losing my job from Uber and Lyft because of the deactivation. Lost my vehicle. Don’t have any income coming in. It has been so difficult for me and my family. The deactivation is solely – is really unfair to drivers like myself and the panel here is testifying the same thing.

We would like to see if this independent department can really step in and help us because we know that it will lift the burden off of us to some degree but at the same time, we can make ends meet. It’s not easy dealing with passengers who lie and say different things about driver’s like myself and others who are working so hard. And all of a sudden, you become deactivated. All because what? Uber listens to these passengers to get free rides because of what they say. They don’t even take into consideration us the driver's. We are completely mute. We have no say. We have no comment in anything whatsoever. So, please, if you can listen and hear what we are saying? It is greatly appreciated by all of the drivers and Uber and Lyft.

CHAIRPERSON BROOKS-POWERS: Thank you. I believe Council Member Krishnan has a question for the panel.

COUNCIL MEMBER KRISHNAN: Just one question, especially for the last two driver's that testified. Did you, when you were deactivated, did you try the IDG process? What happened in that process? Did you reach out to the company?

DENNIS ADDISON: I'm sorry, when I go to Uber office and I called them and I called them and I plead with them, I called them every single day, go down to the office every single day to no avail, we cannot help you. Try this, try that. They didn't give me no kind of warning. They didn't give any kind of leeway like what they are saying.

CHAIRPERSON BROOKS-POWERS: Just for clarification, he is asking about going to IDG through their process, not Uber.

DENNIS ADDISON: They're no help. They just take my money and just say that they will try to help me and nothing. They charge my credit card every given month because of fees and all that stuff and I had to put a stop to it. IDG ain't helping me. They're not for me.

COUNCIL MEMBER KRISHNAN: And so, did you hear back after you tried to go through the process?

DENNIS ADDISON: Nothing. It's like this. Knock, knock, knock, deaf ears.

COUNCIL MEMBER KRISHNAN: So, have you heard anything from the IDG process or from the app company?

DENNIS ADDISON: The app company, nothing. At this point, I'm at the mercy right now thanking you for listening to what I'm going through. Nothing. I wish someone could say something to me to let me know what's the way out. I have not gotten no response.

COUNCIL MEMBER KRISHNAN: Thank you.

CHAIRPERSON BROOKS-POWERS: And just for my own clarification, when you say your card is getting charged each month, are you talking about your union dues or are you talking, what are you referring to when you say that your card is being charged?

DENNIS ADDISON: Yeah, it's a due that day. Say that in order for them to help you, you have to give them your credit card information for them to charge - for you to pay them every given month. I assume that's what it is but they didn't make it clear. After six months and I said and I can't continue because every time I go to them, they're not telling me anything. I go to the office when I call them or they put me on hold or whatever the case may be. They're not clear to me what's what and then when I get irate and go down to the office and not being rude to them. Irate because I'm upset that you're taking my money but not helping me. You say you're going to help me to reactivate my account, nothing.

COUNCIL MEMBER KRISHNAN: And so, you're still not reactivated?

DENNIS ADDISON: No, no.

COUNCIL MEMBER KRISHNAN: Sorry, you had to say what you're experience was.

WALTER HURDLE: Yes, I never went the IDG process because it was widely known that the IDG was funded by Uber. So, a lot of people you know don't trust them because it's like you're knocking on deaf ears and as far as the deactivations is concerned, even right now, when I go on my Lyft app, I can't work because I'm locked out. This is what happens every single day to all of these drivers. We're locked out all day long and they turn us on whenever they want to even though they call us partners. Thank you.

COUNCIL MEMBER KRISHNAN: Thank you.

CHAIRPERSON BROOKS-POWERS: Thank you to this panel. We'll call the next panel up. Yoden Thoden, Desmond West, Lateef Ajala, Josh Gold, Alpha Barry. Anthony Aybozo, Frank Haley, Shahal Udolin(SP?) and Carmen Cruz. And again for those who are praying, we'll just come back to those names afterwards.

YODEN THODEN: Thank you Chair and members of the Committee. My name is Yoden Thoden and I'm here to talk about Intro. 100, so thank you for allowing me to jump the line a little bit. I come from the Tibetan community in New York and we also have a lot of for-hire drivers in our ranks but I'm here to talk about Intro. 100. And thank you to Council Member Julie Won for sponsoring this.

So, I am a lifelong New Yorker, Tibetan, born and raised in Manhattan District 3. I raised my three kids here. I also have this strange distinction of being the first Tibetan born in New York and I also serve on Manhattan Community Board 5. So, I grew up in the city in the 70's and 80's at a time when the entire Tibetan community in the tristate area could literally fit in my parents living room. And it's been amazing to see in the last decades how our community has grown to now of tens and thousands.

So, I'm asking you to support this bill that would allow us to fully celebrate the most important holiday of the year for us Losar Tibetan New Year. This holiday is shared by all those who follow the Tibetan Lunar Buddhist calendar and we're now number 60,000 in New York City. We fill all professions and walks of life and we are also your for-hire drivers. The next time you get into a cab or an Uber or a Lyft, it might be one of us. Losar is our most high holy day and we request the recognition that we deserve in this great molting pot and mosaic in New York City.

CHAIRPERSON BROOKS-POWERS: Thank you. We just ask that you submit the rest of testimony.

YODEN THODEN: Thank you very much for your time.

CHAIRPERSON BROOKS-POWERS: Thank you.

DESMOND WEST: Good afternoon. My name is Desmond West, President of Royal Rose Transportation Commuter Van. I've been in the business for over 30 years and we go through strict regulations as a bus driver, medical everything. Mr. Miller was here before me and I think that some of his argument was very bias and uhm, I think what we are doing now, we're almost doing street ends now. So, it's only – we're only asking for it to be legalized so that we won't get any tickets for it because sometimes a person comes out. The bus just went by, the bus just went by and they need to catch the bus. We compliment the trains. Most of the vans, the commuter vans compliment the trains because it's a two fare zone. The people drive on the bus are free. The bus driver don't care if they are not – they pick up and they leave, so if the bus is gone, the only other alternative for riders to get to their job on time is to get on a commuter van and we are there for them. So, the street will be approved by the Board. Thank you.

CARMEN CRUZ: SPEAKING IN OTHER LANGUAGE[02:46:10]- [02:46:17]

INTERPRETER: Good afternoon. My name is Carmen and I'm a member of the New York Taxi Workers Alliance.

CARMEN CRUZ: SPEAKING IN OTHER LANGUAGE [02:46:21]- [02:46:35].

INTERPRETER: I've been working as an Uber driver for over 11 years and it's very important to me to have security in my work and not constantly live in fear that I could be fired at any time.

CARMEN CRUZ: SPEAKING IN OTHER LANGUAGE [02:46:47]- [02:46:55].

INTERPRETER: The law 276 would give us this job security, give us protection. It would also mandate that the companies give us 14 days' notice if they are to fire us.

CARMEN CRUZ: SPEAKING IN OTHER LANGUAGE [02:47:06] - [02:47:12].

INTERPRETER: We need this equitable process where drivers can be heard.

CARMEN CRUZ: SPEAKING IN OTHER LANGUAGE [02:47:18] - [02:47:25].

INTERPRETER: Additionally, 276 can help driver's against the economic losses that we're facing due to the lock outs.

CARMEN CRUZ: SPEAKING IN OTHER LANGUAGE [02:47:33] - [02:47:46].

INTERPRETER: This law would mandate progressive discipline and would you know force them to have a real investigation into what actually happens and it also would apply to lockouts.

CARMEN CRUZ: SPEAKING IN OTHER LANGUAGE [02:47:57] - [02:48:07].

INTERPRETER: I also think it's important to say in the deal between Uber and Lyft and the Mayor, this deal allows Uber to cheat the pay rules.

CHAIRPERSON BROOKS-POWERS: Thank you and I just ask that you submit the rest of the testimony in writing.

INTERPRETER: Since she was translating, can she finish her testimony? Have a little extra time.

CHAIRPERSON BROOKS-POWERS: Sure if we could just put another like 40 seconds back up. Just you're wrapping up now right?

INTERPRETER: Yes.

CHAIRPERSON BROOKS-POWERS: Okay.

CARMEN CRUZ: SPEAKING IN OTHER LANGUAGE [02:48:33] - [02:48:45].

INTERPRETER: We need a solution that not only ends locks outs but that raises driver pay to make up for loss of trips. Cheating the payrolls is why Uber started the lockouts in the first place.

CARMEN CRUZ: SPEAKING IN OTHER LANGUAGE [02:48:56].

INTERPRETER: Thank you.

CHAIRPERSON BROOKS-POWERS: Thank you. Sir.

FRANK HALEY: Hello City Council. My name is Frank Haley, I've been a TLC licensed driver since 2016. I work for Uber, Lyft, and I've worked for apps that dispatch MTA, Access A Ride trips. I'm here to support Intro. 276 hopefully that gets passed. Drivers need something to protect them. Like in unfair deactivations. We have absolutely nothing. I mean, any app or any client can make a story up, lie, recently I had a Lyft passenger just lie because you know she was in a rush. She wanted to get there quick, she wanted me to drive quicker. I told her no. To be vindictive she filed a complaint against me.

Lyft didn't even give me the date of the incident, so even if I have dash cam in my car, I can't even defend myself if they don't even provide that information. They don't disclose the time and date of the incident they're referring to and they can just come against you with anything and it's very hard for a driver to defend themselves. I was also deactivated from the MTA because they claimed I didn't take a drug test and I was never notified from the app companies and it was completely unfair. It was never disclosed that they would do random drug tests. Drivers are also not compensated for those drug tests and when they deactivate you have no recourse.

I did try to file claims with IDG. They, you know they have a website where you can submit claims. They didn't even get back to me. I opened a case, they gave me a case number, they assigned a steward but they never got back to me. You know they claim an 80 percent success rate. I doubt that's accurate. I mean this is very important. Drivers, they'll lose all their income right. We deactivate them. They have car bills to pay. As soon as you deactivate them, your right to poverty. I mean it's uhm, I'm asking the City Council to seriously consider pass this bill, drivers need these protections and it's long overdue, so I hope you pass it.

CHAIRPERSON BROOKS-POWERS: Thank you. Thank you to the panel. Next we will call up Naveed Paracha, Shamsur Rahman, Modibo Doukaru(SP?), Arvan Barbar, Mohammad Ali Awan, and Richard Ehone(SP?). And when you come up, we just ask that you state your name before speaking so we have it for the record and adhere to the two minute rule.

Bashiru Kamara, Yi Feng Chen(SP?), Charles Dorvil, Max Cheung, Suresh Chand(SP?), Wain Chin, Kara Klita, Akinwunmi Anthony Komolafe. You may begin taking the mic off mute and please state your name and adhere to the two minute rule.

NAVEED PARACHA: Hi, my name is Naveed Paracha, driving for Uber since 1990. Then I stopped and then I started again. Since permanently I'm working with them since 2018. Recently I was labeled with illegal driving and I did read to Uber while chatting and I end up artificial intelligence so then I talked to the verbally. They said they were going to dig into the issue within 24 hours. It never happened and I just want to know the reason because what was my mistake, what was the timing, what was the date but they obviously ignore it.

Finally, I rented an Uber office, green hub, make an appointment and they were surprised by themselves that the rider allegation was I did the short term. So, I think this should not be because of the deactivation. And secondly, they labeled me with a ride cancelation which is provoking a rider with intent to accept the ride but not to accept it. But this thing is created by Uber by itself. The reason is when we get to the ride, the place to pick up the ride in, the five minute time is started. After the five minutes, Uber offer us either stay would make - and in the meanwhile when the rider showed up, we clicked to start the ride. Then Uber send this message, the cancellation that you're doing purposely. It's not the driver.

So, I mean, I never had this kind of situation listening from the people of the deactivation. I couldn't sleep for two days and I never wanted to open the Uber app. It was very frustrating for me and it shouldn't be the criteria. Thank you.

CHAIRPERSON BROOKS-POWERS: Thank you. I just ask that you submit the rest in writing.

NAVEED PARACHA: Yes, that I will do.

SURESH CHAND: Hi, good afternoon. My name is Suresh Chand and I'm 30 years driving Yellow Cab since 1994. We have both in Bloomberg Administration that while medallion for $18,000 to $65,000. Now we have a lot of burden. We have not given fully given the loan from the bank and lender because Signature

Bank is out of business, bankrupt and the land, the new land that they don't give us, so I request the Councilman Shekar Krishnan knows this, all the story. Jack Schumer did this. MRP with the TLC but they must be forced to do this loan and we'll be, otherwise, we'll be out of business. We have this vehicle which cost $90,000. So, we don't want to sell. We don't sell any money from the city whatever but it costs too much increase now. We want the Flex Fare but what appears to us, if they want to charge some money, they charge the customer. We want our meter fare, what we used to have regularly. Thank you.

CHAIRPERSON BROOKS-POWERS: Thank you.

SHAMSUR RAHMAN: Hi, good afternoon. My name is Shamsur Rahman. I've been an Uber driver for more than ten years now and I never had an issue with Uber but recently this month on the 24th, I received a notice from Uber that my account is deactivated. They claimed that I did unsafe driving. So, in the last ten years, I never had any issue and right now they consider me as an unsafe driver and provided me with two dates, last month on the 2nd and this month on the 15th, they said I did unsafe driving but they're not disclosing the exact date and time because I do have dashcam in my car. So, if they don't give me the exact date and time, how can I defend myself?

So, I went to Uber office twice but they couldn't really help me out. They sent me to IDG. I went to them and they said to submit an application for appeal. But uhm, they told me that I got to wait at least three months to up to a year to get a decision on my appeal. And most of my riders are happy with me. I get tips but sometimes I do get some riders that always complain, tell me to make U-turns because I'm legal, then they do make false report. Some riders they ask me to cancel the trips so they could pay me cash which is illegal. I don't do that. They make a false report.

Sometimes I get so many riders. I'm allowed to take on four riders, up to four riders but when I don't take more than four riders, they are going to pile up into my car, they make false report. So, that's too many reports coming in from riders and Uber must give us reasonable time so we could submit the documents.

CHAIRPERSON BROOKS-POWERS: Thank you.

WAIN CHIN: Hello, my name is Wain Chin. I am a New Yorker Uber driver and I support the big stupid company to pay the meter fare rate. And also ask the city, uh for a bigger extension because my vehicle had to be wheelchair accessible and also, my loan, my current medallion loan is not restricted yet. My bank, I pay my bank $2,000 a month only on the interest rate and the new accessible vehicles cost another $1,400 a month. So, it would be better on me until you know my loan restriction with my current bank and we stay waiting for the city MIP for my bank to drain or a new bank to take over a loan.

So, until that time, you know I ask the city and TLC to extend our I mean retirement. So, I ask the TLC and city to extend our retirement and pay our loan restriction. So, otherwise I have to keep my medallion in storage and eventually do the bankruptcy. So, I ask extension for my vehicle operation and take my loan restriction. Thank you so much.

AKINWUNMI ANTHONY KOMOLAFE: Good afternoon Madam Chairman. My name is Akinwunmi. I started working with Uber in November 2018, almost a year after Uber deactivated my account and I got in touch with the support team to find out the reason why my account was deactivated and I was told a passenger reported out he or she felt unsafe in the car. And I asked the guy, I said, I'm going to ask you three questions okay and I need you to answer me. If you're in a car and you feel unsafe with the driver, would you wait to you get to your destination or would you tell the driver to stop you want to get out or you call the police, or the last option, you report to Lyft and Uber immediately. But you waited till you got to your destination and then make a false allegation. The gal was like well, I'm sorry, your account has been deactivated. There's nothing I can do blah, blah, blah, so that was it. This was in 2019. Now, the thing here now is this Intro. 276 is the only option of the drivers in New York, to have peace of mind and rest of mind. If not, we'll continue to go through this unlawful, illegal and unfair deactivation by Uber and Lyft. Thank you.

CHAIRPERSON BROOKS-POWERS: Thank you. Thank you to the panel. Next, we're going to call us Allison Langley, Mohamed Barry, Barry Mohamed, Tenzin Dorjee, Tsering Jupa, Pradhumma Rayamaijhi, and I apologize if I am not doing justice to your names, as someone with a difficult first name myself. So, please just say your name as you open up and forgive me.

ALLISON LANGLEY: Thank you. Good afternoon. My name is Alli Langley. I'm a Staff Attorney at the New York Taxi Workers Alliance. You've heard today and will hear more from my colleagues and the members of the New York Taxi Workers Alliance about the importance of passing Intro. 276. So, I would like to focus my testimony on two other bills before the Committee today. Intro. 323 and Intro. 939. Intro. 323 requires the TLC to implement lease caps for for-hire vehicles. Lease caps should be an uncontroversial regulatory tool. They've been an essential part of regulating the Yellow Cab sector and protecting driver pay for years.

Unfortunately, the TLC has failed to take any action and you heard that directly from them today. Even though they themselves have identified that these leasing arrangements are predatory and have a significant negative impact on driver pay. They alleged to be doing other things to support leasing – drivers who are leasing but nothing that they said held up today. They said they released the license, the EV, FHV licenses in part to support those drivers. They did nothing in that process to make sure that it was targeted at drivers who were renting so just flooded the market and actually harmed all drivers and increased all drivers income, which we're seeing in the lockouts.

Intro. 323 fixes this by mandating the TLC to set lease caps and it should be passed immediately. In addition, NYTWA opposes the passage of Intro. 939 which would give street hail rates to commuter vans. This would harm other for-hire vehicles in this sector including yellow and green cab drivers. The Yellow Cab trips simply have not recovered after the pandemic and taking more street hails away from them would really only serve to push drivers further into poverty. In addition, you heard from drivers about how their operational costs will be almost doubling because of a recent court order requiring that all new Yellow Cabs be wheelchair accessible vehicles. This is going to have a significant negative impact on drivers -

CHAIRPERSON BROOKS-POWERS: Thank you. I just ask that you submit the rest in writing but I appreciate your testimony.

ALLISON LANGLEY: Thank you.

TENZIN DORJEE: Thank you so much. Good morning. My name is Tenzin Dorjee. I work as a lecturer in political science at Columbia University. I'm here to support the bill to add Losar, the Tibetan New Year to the alternate site parking suspension calendar. Losar is celebrated by up to 100,000 people in the city if we include not just Tibetan's Mongolians, Nepalese, [INAUDIBLE 03:05:16], Sherpas etc.., but also thousands of others across the city who follow Tibetan Buddhism or the teachings of his holiness all against the Dalai Lama.

Now if you've ever been to a Losar celebration, you know it's like New Year's Eve, the Superbowl, Thanksgiving, all enrolled into one. It's a time for families to come together, honor our traditions, and start the year with hope and blessings but right now, when the clock hits 11:30 on Losar, instead of focusing on prayers and celebrations, we have to worry about where to move our cars. There's nothing like a parking ticket to ruin your New Year celebrations.

Many members of our community are essential workers. They are nurses, taxi drivers, social workers, small business owners who have kept this city going through the toughest times. They have risked their lives for all New Yorkers. They have fought the pandemic on so many levels. The least we can do is give them the peace of mind to celebrate Losar without interrupting their prayers, without having to rush out of a family gathering just to move the car to the other side of the street. Without having to spend a half an hour looking for a parking spot.

The bill, this bill is a small gesture respect and inclusion recognizing the rich, cultural tapestry that makes New York City the greatest city in the world. By declaring Losar a street cleaning holiday, we are acknowledging the contributions off a diverse community that has given so much to this city and we're saying your celebrations matter too. Thank you.

CHAIRPERSON BROOKS-POWERS: Thank you.

PRADHUMNA RAYAMAJHI: Hi, good afternoon. My name is Pradhumna, I live in Queens. I'm driving in New York City since 2015. First I started I drive in Yellow Cab, after that I switched to Uber and Uber and Lyft. And when I started in 2017 Uber, after a few months in the work, you know they deactivated my account because you know I had a confrontation with a customer. He came with a dog and he claimed his dog is a service dog but I refused because his dog was big and heavy. And that was not a service dog, there is no tag. A service dog has a tag and there's differently build right and then after Uber the next day, they deactivated my account. And I have a question, do all dogs, animals, are service animal we must take or just service animal? That's why they deactivated my account. Since 2017 to now, still my account is deactivated. That's my problem, thank you.

TENZIN DORJEE: Good afternoon Chair. My name is Tenzin Dorjee and I'm a father of two daughters and I'm a full-time stay at home dad and a part time Uber and Lyft driver. And since they started doing the lockout, it's been impossible for me to help my family and that is one of the reasons I am here and to also support the Intro. 276, which is going to help us drivers in the future. And also, support Tibetan, support the Intro. 100 for the Losar alternate. Thank you.

CHAIRPERSON BROOKS-POWERS: Thank you to this panel. Next panel we will call Josh Gold, we will call Sameena Syed(SP?), Hylande Pierre-Louis(SP?), Pasang Sherpa, Tenzin Phentok Lama, and Yanming Gong.

Ali Akbar, Ganesh Harry, Choudary Adnan. I'm sorry sir, you can't record from there. Tenzin Dorjee, Chhewang Lama. If we could get started Josh, just take it off of mute and say your name before you start. Two minutes please.

JOSH GOLD: My name is Josh Gold from Uber. I will focus on Intro. 276. First, let me clear, we do not deactivate a user because we want to, we do it because we need to and it's always a last resort. We do it to help ensure everyone who uses Uber can have a safe and reliable experience. This means that any user, not only drivers but also consumers and business partners can lose access if they violate our terms or community guidelines. Except for extreme situations like sexual assault, we typically provide education and notifications when incidents are detected and before we have to deactivate. We also let drivers know when their account is at risk of deactivation so they can take actions to improve and avoid it. At the same time, we know that some riders make false allegations and we put in place systems to identify fraudulent behavior and make sure false allegations are not considered when we deactivate a driver. Drivers can always dispute a deactivation and provide additional information and context through an in app deactivation review center. When drivers lose access to their accounts, it's usually temporary due to expired documents, the TLC active list or other TLC regulations like maximum hours. Once the required document is approved or TLC compliance –

CHAIRPERSON BROOKS-POWERS: Please talk closer to the mic.

JOSH GOLD: Once the required document is approved or TLC compliance issues are resolved, account access is typically restored immediately. So far this year around one percent of drivers have faced a permanent deactivation. These deactivations were largely due to fraudulent activity and safety incidents. Drivers who are deactivated can utilize our in app review center where they can dispute the decision and submit any additional information and have a human review it. 95 percent of these cases are resolved within 72 hours of submission.

In New York City, drivers are also able to appeal through a process set up with the IDG and overseen by

AAA. While we believe existing processes are fair and thorough, we welcome a continued dialogue on legislation. I will submit detailed written testimony but wanted to share high level concerns with the bill as drafted. I was pleased to see that the DCWP testified that the legislation should apply to all FHB bases and medallion fleet owners. All TLC licensed drivers, not just high volume for our service licensed drivers should have the same standards and protections. The bill should focus on drivers who face permanent deactivation and would have otherwise been able to drive if not for the deactivation.

CHAIRPERSON BROOKS-POWERS: I'm sorry Josh, sorry, I just ask that you submit the rest in writing but I do have questions for you so that will give you another opportunity. The next person can please come off mute.

PASANG N. SHERPA: Good afternoon Council Members. My name is Pasang N. Sherpa. I have been driving Yellow Cab since 2005. I medallion owner/ driver. So, my loan is $430,000 and every week I am paying $500. My loan is owned by the OSK Bank. This bank is not participating with the city plan. So, I request you Council Member and TLC, to request that OSK Bank to participate with the city plan so we get relief from this struggling and restart the remaining loan for the medallions. So, it remains medallions not restricted of their loans.

Owners of 2000 medallion owners, they have restricted their loans, their engines, their lives, to be left behind. So, we request the result of these problems. Thank you. On behalf of this Committee, I'm talking so we are celebrating every year loss of these lenders and the loss of these. So, we request you to pass the bills to suspend outdated site, parking sites so we can celebrate our losses smoothly. Thank you.

CHAIRPERSON BROOKS-POWERS: Can you just repeat your name please for the record.

PASANG N. SHERPA: Pasang N. Serpa. I'm a United Serpa member.

CHAIRPERSON BROOKS-POWERS: Thank you.

PASANG N. SHERPA: Sherpa Committee.

CHAIRPERSON BROOKS-POWERS: Thank you.

PASANG N. SHERPA: Thank you.

HYLANDE PIERRE-LOUIS: Good morning, I mean good afternoon. My name is Hylande Pierre-Louis. I'm an

MTA bus operator, TWU Local 100. I've been driving for 21 years in Jamaica Queens and I'm here to talk about the dollar van drivers.

Okay, the vans are not held to the same safety standard of us MTA operators. They practice, they drive practice on faith making them a hazard to bus operators and the pedestrians. The dollar vans often pull over, suddenly stop, pick up passengers and create a danger and a safety to us operators that's coming into a bus stop. When they pulled in in front of us and just stop and pick up. The presents of them in Jamica Center contribute to the congestion, the frequent stop blocking traffic, the bus lane while we're picking up wheelchair or dropping off wheelchair or dropping people off with walkers and canes. It's a problem for us when they are standing in our bus stops. The bus lane also and that may come - like messed up with our schedules. So, uhm, the vans are now where - there not uhm what do you call it? They're not worrying about the traffic. They take red lights. They do everything they have to do. They drive there unsafe. They pick up in any unsafe location. We're forced to brake fast. Sometimes people in our buses, sometimes they fall down and we are the one that's facing the consequences and when we're out there in the nighttime, we do pick up outwards of like five to ten minutes ahead. So, we do pick up - sorry.

CHAIRPERSON BROOKS-POWERS: Thank you. No, thank you. I just ask that you submit the rest in writing.

GANESH HARRY: My name is Ganesh Harry and uhm good afternoon. Earlier panel says that the bus takes an hour and half from Rockaway to Jamaica Center. I've been driving for 18 years. The same route, the same line. I does that in 55 minutes. That's the local one. If we do the limited, it's 45 minutes, so I don't know where he gets his facts from but they are so dangerous out there these dollar vans. To be honest with you, I wish your kids never travel on them vans but they are really, really ridiculous out there and I don't know if they're licensed or they're not licensed but there's a whole slew. Someone mentioned 35 buses or 35 licensed. There's more than even that on wheel line alone, so I don't know where - there's something missing somewhere and they are not trained properly, maybe they should get some kind of training.

CHAIRPERSON BROOKS-POWERS: That’s it? You got 55 seconds left. Okay, uhm, if you could come off of mute and please state your name before starting.

TENZIN PHENTOK: Good morning. Sorry, actually good afternoon members of the Transportation Committee. I’d like to start by first thanking Chairwoman Brooks-Powers for cosponsoring Intro. 100. Thank you for being an advocate for my community.

My name is Tenzin Phentok. I’m a Tibetan New Yorker originally from Nepal and I’m here today to testify in support of Intro. 100 from Council Member Julie Won to make Losar or Tibetan New Year a holiday for Alternate Side Parking, also known as ASP.

Like many in the city, my family and I immigrated here when I was nine and my sister seven and we were raised in Astoria in LIC. From spring of 2003, my younger sister and I attended PS 166 in Astoria for elementary school. I then went to IS 227 in Corona for middle school. Being New York City public school kids, we were exposed to many different holidays through both school breaks and suspension of ASP once my dad was able to buy a car. Even though our families didn’t celebrate Hanukkah, Easter, Thanksgiving or Christmas, we understood even at that age that those days were important to others around me. People we cared about.

I'm now an adult living in Woodside with my Uncle and their three kids. Simsung who is 10, Sala who is 7, and Mela 5, all born in Queens. They attended Charter school in the neighborhood and spend their weekends playing in the park and reading books at the library. Imagining their friends at their school and in their local park knowing when and what Losar is and its significance in our culture is a beautiful image. They're feeling seen, heard and understood by their community, by their city as something they deserve.

The city is home to roughly 20,000 Tibetans out of the larger 61,000 Himalayans. So, lots more families and kids like my little cousins who live in all five boroughs, not just Queens and who celebrate Losar each year. By suspending ASP on Losar, New York City would be sending a powerful message of welcoming and inclusion to all Himalayan New Yorkers that our city recognizes us.

CHAIRPERSON BROOKS-POWERS: Thank you.

TENZIN PHENTOK: Thank you.

CHHEWANG LAMA: Good afternoon everyone. This is Chhewang Lama. I am from Nepal. I represent the Himalayan communities and I am the [INAUDIBLE 03:20:35] 8037 and Community Board 2 member. I am so glad to read my masses like for all celebrate the Losar.

All Himalayan communities in the diaspora like you know, they stay around the block in the Queens. We have a thousands of Himalayan communities that read the Losar. We expect in this year to celebrate the Losar. We can sleep like we can't even do it properly on the street. So, that's why I thank you for bringing this bill to uh Council Member Julie Won and the other Councilman who supported this bill that I would like to thank you all.

Then next topic is as a driver, I'm driving in the city since 14 years, I would like to recognize you guys, drivers around the city. Driver bring the city, that's why I hope that Council Member has to listen this time. Please, do not listen to the Uber and Lyft, listen to the driver once. Thank you.

CHAIRPERSON BROOKS-POWERS: Thank you. So, I do have some questions for this panel. I'm going to start with Josh. I'm just wanting to get some clarity. So, in terms of Uber, does Uber monitor or review at all the complaints that come into IDG and like what is that like I guess mechanism?

JOSH GOLD: So, we have a process that we stood up with IDG.

CHAIRPERSON BROOKS-POWERS: I'm sorry, can you pull that back? I'm not sure, you sound so low to me. Okay.

JOSH GOLD: Sorry, is this better?

CHAIRPERSON BROOKS-POWERS: That's better.

JOSH GOLD: Okay, we have a process we stood up with IDG I believe in 2016 where there are drivers who were deactivated who come to them and they bring those cases to us. We review those. They make cases for those drivers. The next step in that process is a AAA overseen hearing where a panel of driver's reviews our – the information that we provide as well as the information the driver provides through the IDG and that panel of drivers decides whether the driver who comes to the panel is reactivated or not.

CHAIRPERSON BROOKS-POWERS: So, the AAA panel that includes drivers is who makes the decisions?

JOSH GOLD: The AAA panel makes the decision. The AAA oversees the panel. The panel is just with drivers.

CHAIRPERSON BROOKS-POWERS: Only the drivers?

JOSH GOLD: Yes.

CHAIRPERSON BROOKS-POWERS: Okay. Who selects those drivers?

JOSH GOLD: The IDG selects those drivers.

CHAIRPERSON BROOKS-POWERS: So, those are like the delegates-

JOSH GOLD: Well, to be fair, I think they recommend drivers to us and we have an opportunity to disagree with the drivers that they recommend.

CHAIRPERSON BROOKS-POWERS: What would be a case that you would disagree with?

JOSH GOLD: I'm not sure we have.

CHAIRPERSON BROOKS-POWERS: Okay, so generally, you've taken whoever they've given to be on this panel, which have been of drivers?

JOSH GOLD: Correct.

CHAIRPERSON BROOKS-POWERS: Okay, uhm, could you describe what it's like in terms of the process when a driver is deactivated from your app?

JOSH GOLD: Sure, so there are multiple different types of deactivations. The one that impacts 99 percent of deactivations is a compliance deactivation. The TLC keeps a what's called a 24 hour list, an active list. Those are driver's that are allowed to accept dispatches from bases or for-hire services or use a medallion owned taxicab in New York. And so, we do a sweep of that list every day. If you are not on that list, you are not allowed to receive a dispatch. You could fail to be on that list because you failed the city required drug test, you don't have the proper insurance documents. There are multiple reasons why the TLC may put you on that list. That is the number one reason that drivers are deactivated because they have either failed to be on the TLC's active list, their license or insurance requirements are no longer valid, or they've hit the - TLC has a maximum hours you are allowed to drive threshold, so if you've hit the maximum hour threshold, then you are deactivated. Those are in a bucket that I call temporary deactivations because if you are able to upload the proper insurance documents, if you are back on the TLC active list, if you no longer are stuck by the maximum hours requirement, then you're automatically reactivated once you submit that proper documentation. Then there are the more serious deactivations and the much more rare deactivations. So far this year, one percent of drivers have been permanently deactivated. There are some situations, I think service animals came up earlier in the conversation, which I think is a good one. There are TLC rules and regulations about when you can or cannot deny a service animal. There's also a federal decree that Uber is under from a federal judge about when we can - what we have to do with drivers who knowingly say no to an animal that's claimed to be a service animal. Use the word knowingly and claimed very specifically there and in those situations, there is not much that we can do. There are other situations that are grey where there is a deactivation review center that we have internally and then there is the IDG process.

CHAIRPERSON BROOKS-POWERS: No, and I appreciate that and as you know the Intro. Number 276 is sponsored by Council Member Krishnan and I know he'll have questions to go into that but I know where my concern mostly lies or has lied is with the uhm, the lockouts and the reasons behind the lockouts, especially in light of the fair wage that the TLC has tried to put in place and then now seeing and hearing from drivers about these lockouts and how it's impacting them. So, can we talk a little bit about the lockouts? What causes, because I know deactivation lockout has two different reasons but just wanting to understand more the scope of the lockout dynamic with Uber.

JOSH GOLD: Yeah and I appreciate it because I share those concerns. Since 2018, we have repeatedly warned that the intended consequence of utilization rule was to control access for drivers of the platform. The study that the rule was based on is specific that drivers made the subject to limited access to the platform. We have seen five different TLC commissioners since 2018. The TLC has repeatedly tried to tweak the rule to try to limit the lockouts. If you don't know, the rule has been paused more than it's been effect. For three and a half years, the rule was not enforced. The TLC stopped enforcing the rules and in January of 2020, not post-pandemic but before the pandemic in January of 2020 and didn't start enforcing it again until last year. The rule is fundamentally flawed. There needs to be a minimum payroll. There are dozens of jurisdictions that have implemented minimum pay rules that don't lean heavily on utilization. That doesn't mean utilization shouldn't be measured. That doesn't mean there can't be another rule that works with utilization but the rule, what a former TLC Commissioner told me is that lockouts are a feature, not a bug of the rule. And lockouts are horrible. Lockouts are horrible. The rule is a bad rule. The TLC needs to revisit it and the TLC doesn't revisit it. They implemented it because the Council gave them the authority to do so in 2018. The Council gave them authority to do so after a report that was published by James Parrott and Michael Reich and the rule that was proposed in that rule looks very, very different than the rule that exists today. For example, that rule is based on company specific utilization. The rule that's active today is industry-wide utilization.

So, when one companies utilization rate drops below 45 percent and the other companies utilization rate is above 53 or 54 percent, the company with the higher rate still has to lock drivers out in order to make sure that the industry-wide utilization is above 53 percent. That was not the rule envisioned in 2018 when the Council passed the law allowing the TLC to create the utilization role. It's a totally different rule. The TLC has stepped way out of where the rule was in 2018 when this Council granted them the right to create that rule.

CHAIRPERSON BROOKS-POWERS: Offline, I'd like to understand a little bit more granularly on that piece. And when I hear that many drivers are finding success getting reactivated, I have to wonder why they were deactivated in the first place. Going back to deactivation, sorry, I'm going back and forth with you. Is there a problem with like do you think that sometimes maybe Uber may be too quick to deactivate drivers? And should there be like a grace period in a sense for like the easily fixable problems that drivers can address before getting deactivated?

So, for example, like you said, it may be a matter of the insurance or the drug test. Like something that they can upload to your point to remedy. Is there an opportunity to establish like a grace period for those more easily fixable offenses versus - because there are some drivers as you heard earlier that spoken to they've been like deactivated for a long period of time to be able to address those challenges?

JOSH GOLD: I do think that's a good idea and there are some steps where our processes weren't great early on. One is there are drivers who you know after multiple accusations of drug use were deactivated but we instituted and this was due to the IDG process actually. This was brought to our attention there. We instituted a program where a driver can go take a drug test at Uber's expense and be reactivated to counter you know multiple accusations.

CHAIRPERSON BROOKS-POWERS: I believe they're able to do it at the IDG office right?

JOSH GOLD: I think it's Lab Corp but it's one of the national –

CHAIRPERSON BROOKS-POWERS: Well, I know they have some services because I visited their office before.

JOSH GOLD: But that was a positive step, so that if you're falsely accused and then we can go back to those riders who made those false accusations and deactivate them from the platform. And so, you know I do think that for some you know deactivations that are more egregious in nature, uhm there may not be an opportunity for a grace period but I do think for others there should be.

CHAIRPERSON BROOKS-POWERS: It would be great like to work collaboratively with the industry to see how we can address the easily fixable ones especially because what we don't want is drivers not being able to provide for their families, especially to your point, as you're saying right now, there are some that are now easily visible so wanted to understand, which ones would be in that category and how quickly can this you know be remedied? Is it a matter of a 12 hour turnaround or a 24 hour turnaround versus 6 months and more? Which I think creates a challenge for folks because a lot of these drivers have to pay for their cars, their insurance, and then the bills don't stop just because they're on pause with Uber.

So, that is important as well but I do appreciate the openness about that, and in terms of the TWU Members, thank you for coming out. I'm glad you come from Southeast Queens, so now we can have a conversation apples to apples. So, from your advantage point, I know we had a whole conversation, like I said earlier in terms of the Queens bus redesign in particular, which I have been advocating for increased bus service. I have more buses because I know there's some routes that have a lot of crowding for example. There are other areas that need access to bus stops and then we want to kind of breakdown having to transfer so many times on the buses. But do you agree that there are still some parts of the community that through the bus redesign will still likely not be covered by a bus route in itself? Just turn on the mic, I'm sorry.

HYLANDE PIERRE-LOUIS: So, the area where I'm at, I'm at [INAUDIBLE 03:33:51] Boulevard, so we work with the 113, 114, 111.

CHAIRPERSON BROOKS-POWERS: Oh you're on my route, okay.

HYLANDE PIERRE-LOUIS: Okay, so yes, a lot of the people, a lot of you know a lot of these buses will help the community. So, we do one like I said, we're one with the 114, 111, the one with 114 and the 113 so most the people would run to go and get - to the 113 and 114 because it's limited. So, I know that with the redesign, it would help out because there will be more buses going to Rosedale. Because Rosedale, a lot of people are coming out of Rosedale and that's where the dollar vans come out also. So, there will be more buses going to Rosedale.

CHAIRPERSON BROOKS-POWERS: What about in Far Rockaway?

HYLANDE PIERRE-LOUIS: In Far Rockaway also because I know that with the redesign, they're going to take out some and put more buses, so with that, it's going to be more accessible to buses than you know because they do have the A-train and we do come out of Far Rockaway like 45 minutes in the morning. Because we are limited coming out of Far Rockaway and going into Far Rockaway.

CHAIRPERSON BROOKS-POWERS: Can you talk to me about a little bit more about the limitations coming out of Rockaway? Why you feel that uhm, to your point, that it takes so long to come out of Rockaway? Is it because it's a matter of there's just that many people getting on the bus? Is it the congestion because of our roads in Rockaway?

HYLANDE PIERRE-LOUIS: Exactly.

CHAIRPERSON BROOKS-POWERS: Is another conversation for DOT but uhm –

HYLANDE PIERRE-LOUIS: True it is. Yes, it's the congestion. We got a lot; we got a lot of constructions going on and we do drive - like we all take buses so it takes us a minute to turn in and out of these roads. Especially when they're have been like road blocks and people parking in our bus stop, people parking in our bus lane. So, it took us more time you know to come in and come out of our bus stop and to service everything, all of the people that we need to service but we do come and we want like 5 to 10 minutes. You know we have 5 to 10 minutes headway. By the time we leave, there's another bus behind us.

CHAIRPERSON BROOKS-POWERS: And I agree in terms of folks in the bus lanes, which is a pet peeve but it's my hope that the new automated cameras will take care of that behavior in terms of the parking in the bus stops. Do you think that - so earlier first of all, I know that it was said by Mr. Morrison when he was testifying that there is a difference in terms of the commuter vans, right? There are some that are - there's only about like 39, 40 that are actually like with their credentials and everything like that but then there's another asset that they are not licensed and registered with the TLC.

And so, I understand anything in bus route is a problem. I actually agree with that because we don't - we're trying to find ways for you to speed up service, however, there are areas that the buses do not touch and the trains do not touch as well. So, not thinking about the unregistered vans, because I think that's going to come with enforcement and I'm looking forward to working with TLC as an onboard more TLC offices and working with NYPD in terms of enforcement in that space. Because as I said, I have issues in Rosedale with some of the ones that are not licensed and registered. But for those that are licensed, registered and following the rules, do you feel that there is a potential for them to be uhm helpful in terms of and not only looking through the lens as a driver but as a member of the community? Do you feel that there is a need in those areas where there's no buses and no trains that access those areas?

HYLANDE PIERRE-LOUIS: I would say yes, because I do have some of my coworkers that walks around Jamaica, Belmont going to Belmont and we do have a lot of people that take the buses that goes down to Belmont, which is the Q110 and we do have a lot of people that do take those dollar vans because there's places that they want to stop. There's no bus stop there, so instead of getting on the bus, they would jump on the dollar van but if they are licensed and they are following the rules that we followed, you know they could do their job and we do ours, but it's the fact that they are taking into our job and making our work hard and making it unsafe for us and for the pedestrians that's on the road.

CHAIRPERSON BROOKS-POWERS: No, I totally agree with that and I look forward to having additional conversations with TWU, ATU, the commuter industry, NYTWA, and the Administration to continue to have these conversations. Obviously these bills, when we hear them are just an opportunity for us to talk about it, to hear all sides of a conversation but then there's another phase of this process where there's negotiations and there's give and take. So, I'm looking forward to working with all stakeholders in this because you know there is a need for it in communities like the ones that I represent and you know, you agree with also but then at the same time, we want to ensure all drivers in all industries are safe as well as the ones, the public that's utilizing these services.

So, I thank you and I'm going to pass it to Council Member Krishnan.

COUNCIL MEMBER KRISHNAN: Thank you so much Majority Brooks-Powers. I just have some questions Josh for you as well from Uber. You know and I think just taking a step back for a second. I want to be very clear about you know there's a lot of dialogue and you know testimony and opposing viewpoints but I think we all can agree that we all want to have a process that is fair, that allows for drivers to have a voice in that process to be able to make their case and one that gives them notice and an opportunity to be heard. I know that's the place that we all want to come from and we all, I think, agree on these fundamental principles. So, I just have a few questions about the current process and also the bill that we're hearing today.

So, firstly, you would agree right that it's important for drivers to have notice before they're deactivated on the fact of impending deactivation?

JOSH GOLD: I think for 99 percent of deactivations, I think there needs to notice but there are some egregious and it's egregious because it's in the bill. There's some egregious situations that could put a future rider in jeopardy. Where there might not be an opportunity for notice but that aside, notifications, warnings, opportunities for education, yes agree.

COUNCIL MEMBER KRISHNAN: Sure and I'm putting aside those egregious cases you mentioned that are in the bill and focusing on the 99 percent of them.

So, if we can agree that you know for those 99 percent of cases, notice in advance is crucial, uhm, what, can you point to anything in the IDG process, Uber process right now that provides, that requires notice to drivers before they're deactivated. Is there anything currently that requires such notice?

JOSH GOLD: The IDG process is after the deactivation takes place but we do have repeated notifications and so the IDG process is separate. It's after deactivation takes place. We have repeated notifications and so the IDG process is separate. It's after deactivation takes place. We have repeated notifications and warnings prior to a deactivation. In some instances, I imagine we can improve those and would want to work with your office and others to improve on those but we do and we have improved them over the years to add more education opportunities, more warnings and more notifications of accounts that are in jeopardy of deactivation.

COUNCIL MEMBER KRISHNAN: Got it. So, I think if you know and I would talk about this before as well but if the process in place starts after the fact, I think what we're trying to adjust to legislation is to create process before the fact. Uhm and the importance of notice being part of that process and I know you all maybe providing notice in your own way too but having a statutory process that starts before and has notice as part of it, I think is really an important piece of this legislation and just a part of due process generally. Uhm, so I appreciate hearing your feedback on that. My next question is about, wouldn't you agree that if Uber or Lyft? But if a for-hire vehicle company makes a decision to deactivate a driver, why would the burden – could you explain a bit about why the burden would then fall on the driver to reverse that decision? In other words if a company like Uber has made a decision, wouldn't it make sense to have Uber explain its rational and justify its decision rather than having a driver have to reverse that after the fact?

JOSH GOLD: So, just to comment on the first piece because I was unable to get to it in my testimony. The one of the key changes that I did want to you know discuss or suggest or work with you on is, while we agree with notice requirements and creating a process ahead of time, we would love to discuss you know defining egregious and what types of advance notice or when are advance notices not necessary or when do advance notices possibly create, jeopardize rider or drivers EMT, both on the rider and the driver side. So, I just want to be clear that we agree with the intent that notices and warnings and opportunities for improvement and education are needed but want to make sure that I'm specific that there are some cases where that just may not be warranted or may not be in the best interest of rider and driver safety.

And then on the other question around I guess the burden of proof, there is a separate TLC oath process for your license. We are not taking away anybody's license to drive and that is a very thorough process. We're choosing who we believe with good reason who to engage in business with and we are trying to create as many opportunities for drivers to point out or defend allegations that were made either by riders or others. We have added video and audio recording. We have added a deactivation review center so that information can be provided. But there are some instances again, those permanent deactivations, it's less than one percent of the driver population. It's in the hundreds, not in the thousands and you know when we make a mistake, uh it's not a statistic. It's going to be that persons livelihood and it's really important that we do whatever we can not to make those mistakes but we're getting a bunch of information. We're having investigations. These are human led processes and then we are now providing opportunities for drivers to present as much information as they can to review any of those allegations. But what I talked about with Chair Powers, Brooks-Powers is the opportunity for a driver to take a drug test when there's allegations of drug tests that we're happy to pay for but that is an example of one where you know there are multiple allegations. There is you know driver's came to me and we discussed this when marijuana became legal over the past few years in New York and so, if someone came into the car, a rider came into the car, they may have smoked beforehand. They left the car; the next passenger comes in and smells that from the previous passenger and then reports that. That is not a good deactivation, and so, we wanted to create an opportunity for a driver to have a test at that and there's 3 or 4 or 5 but the burden is still on the driver to go have the task, we're paying for that but that's an instance where you know there were things that were happening that weren't with a just cause or just wanted there and that's an avenue we took to try to fix that.

COUNCIL MEMBER KRISHNAN: I guess my question more is uhm obviously you've heard testimony today and that's where I, you know I know the statistics that Uber cites but obviously there are so many drivers here testifying to how they've been deactivated can get back on the app and you've heard it. So, there seems to be a disconnect there. Uhm, but you know if we have – my question is essentially, if we have one process, you would agree obviously that uh you know everyone is in our legal system innocent until proven guilty right? And right, do you agree with that?

JOSH GOLD: Yeah.

COUNCIL MEMBER KRISHNAN: Right and so –

JOSH GOLD: And I don't want to say anything that would you know another side of the hall-

COUNCIL MEMBER KRISHNAN: Right, we're not touching that one but I think besides that, and its coming up in that context too but innocent until proven guilty right? You're familiar with that and you go through a whole process legally where if you're charged with something right, the process is to prove with the right burden of proof and evidence, make out why an individual is guilty of those charges. We don't say to the individual, you're presumed guilty, show us as the court why you were actually innocent. What happens right is the basic principle of proceed with due process is the prosecutor's office, the agency, government, whatever it is, has to make out the case to say you're innocent until we can show beyond a reasonable doubt or whatever it may be that you're guilty right? Can you see how in this – why wouldn't that same framework be applied here for a process that of course impacts a driver's livelihood? Can deprive them of income and support for their family. Why wouldn't we have the same standard here where we have a process and we require the decision maker, Uber in this case for right now, why would we not require them to make out their case as opposed to saying to the driver prove to us why you should not be deactivated?

JOSH GOLD: Well, I do think there's a couple differences. One is it's not a criminal case. There's - uh we're contracting with an individual and we're making a business to contract with that individual.

COUNCIL MEMBER KRISHNAN: But the stakes are high, sorry to interrupt but the stakes are high though right? So, like in this case where the stakes are high for the induvial that's effected by the outcome, why wouldn't the process be, we give you notice, we have to make out our case before the ultimate decision that a very high stake is affected. Because another context where the stakes are so high, that's what we do. Why wouldn't the same principle apply here?

JOSH GOLD: So, I think what we're trying to get to is a place where there's a similar principle that applies but uhm you know we have sexual assault cases for example, where we have spent a lot of time working with advocates.

COUNCIL MEMBER KRISHNAN: Let's put aside those because those are the egregious cases that are – those are exception to the bill right? I'm talking about the other 99 percent we were saying where those are not the egregious cases that raise serious issues, sexual assault, whatever or any other of those issues or the egregious circumstances. I'm talking about the majority of deactivations that are non-egregious.

JOSH GOLD: Well, the vast majority of deactivations are TLC rule driven. That's 99 percent of deactivations. When you're in the bucket of the one percent that aren't TLC driven situations, you're talking about the vast majority being egregious or accusations of egregious. Not the vast majority but the majority. And so, now you're narrowing it down to uh you know a much smaller group. So, if you are moving serious safety incidences into personal conflicts, if you're removing you know we just had a major fraud operation here in New York City where the Southern District of New York uncovered a group of about 800 drivers who were committing fraud, not only against Uber but against the other 80,000 drivers by cutting them in line at the airports, by taking away surge trips that were due to those drivers. By driving down the utilization rate so that companies like Uber and Lyft had to institute the lockouts. And so, those are the types of serious allegations that are in the deactivation piece. That broad case could take years to play out and so, you know in a court of law. And so, there are some instances where we want to provide drivers with as much opportunity as possible to refute any allegations and they should be given as much opportunity as possible to refute allegations and as much warning as possible to not have to be deactivated in the first place.

But there are cases where we don't believe we should wait for a court case to play out and have that criminal burden of proof.

COUNCIL MEMBER KRISHNAN: And I think if you can just send the data. I know you know I think what we're talking about you mentioned these cases outside of the egregious instances let's say are the exceptions in the bill too, that the vast majority are TLC driven document cases. What's not clicking with me is because I've heard a lot of testimony today, we all did, from drivers who didn't have just document issues. That they had - some of them didn't even know the reasons why they were deactivated and they continue to be deactivated. So, the testimony we are hearing doesn't match with data, so would you all be able to provide data showing that the vast majority of these cases are actually routine document TLC initiated issues?

JOSH GOLD: Yeah, I'm happy to provide that data and also if there are other, if there are folks who testified who want to go through your office, right rather than direct to me or to the IDG or to anybody else, I'm happy to work with you, your office, somebody in your office on those individual cases to walk through someone that's deactivated. I will say I did hear some testimony from individuals in 2018, 2019 and I do think the processes were not great and we've worked hard to improve those processes including the drug test issue that I brought up, including a lot of education around service animal denial. So, if there are old cases if someone feels comfortable talking to me, they may not. They may feel more comfortable going to your office or the Chairs office. I would love to you know look into those cases and figure out what was the reason behind it and if that cases deserves to have another hearing.

COUNCIL MEMBER KRISHNAN: And my final question is just given the process the way that it's set up, a driver is deactivated from Uber but ultimately it has to go through an Uber informed process with IDG. It sounds like from the questions that Majority Whip Brooks-Powers had asked to that the AAA panel that comes later, Uber has the final say on the drivers on that panel. They can object to them, veto them or they can be okay with them. What safeguards does Uber have in place where Uber is essentially acting as the decision maker upfront, the judge and jury? What safeguards does Uber have in such as process to make sure that it's a neutral process as compared to a third party agency for example?

JOSH GOLD: Sorry, the process?

COUNCIL MEMBER KRISHNAN: The process is, Uber makes the initial decision of the deactivation right?

JOSH GOLD: Yeah.

COUNCIL MEMBER KRISHNAN: And it's an Uber informed process with IDG after the fact to contest that deactivation.

JOSH GOLD: Yeah.

COUNCIL MEMBER KRISHNAN: Including going over to the driver panel, the AAA panel in the end where Uber also gets to have the final say or have the final say on the drivers that are part of that panel that IDG submits. It seems a process where you know for characterizing that Uber is the decision maker upfront, the judge the jury throughout the proceeding. So, given that set up, what safeguards are in place? What safeguards does Uber put in place to make sure it's a neutral and fair process as compared to having an outside third party from a process like that.

JOSH GOLD: Yeah, so first let me just expand on the process. The process, there's a deactivation that's human reviewed. There is an internal deactivation review process that's human reviewed. Then there is the IDG process and the panel of drivers that the process is run by AAA, which is a neutral third party, the panel of drivers makes that final decision. We don't review the final decision of the panel of drivers.

COUNCIL MEMBER KRISHNAN: But I guess that whole process, I'm wondering what's the - what are the safeguards that Uber puts in place to ensure it's a neutral and fair process?

JOSH GOLD: We have a panel of third party drivers that are reviewing those pieces but look, I think we've worked in other jurisdictions to figure out better deactivation policies and I know we've been in touch with your office. This hearing was scheduled. This bill was put on the schedule at the last minute, so my colleague who had talked to your office recently is in Minnesota and dealing with a similar issue but we're happy to continue to work on legislation. We're not opposed to legislation outright. I think there are some issues we'd like to address, but I will say that we are the contracting entity with individuals and we are making a choice the same way a taxi medallion owner is renting a taxi medallion to someone the same way a black car or livery base is choosing to work with someone. We are making a choice to work with someone and we sometimes choose not work with individuals. You know we now play into the unemployment insurance fund when that happens through no fault of their own. Unlike you know taxi medallion owners, unlike Lyft, unlike black car basis, livery car basis. That unemployment insurance is available to drivers where they lose work through no fault of their own but you know if there are other steps to take to improve the warning process, to improve the notification process, to improve the education process and then on the back end, improve the process to make sure that the deactivations were reviewed properly against our policies and our community guidelines. That's something we'd like to work with your office on.

CHAIRPERSON BROOKS-POWERS: Thank you.

JOSH GOLD: Thank you.

CHAIRPERSON BROOKS-POWERS: Thank you to the panel. Next, we will call up Chhewang Lama, Richard Chow, Kunchok Dolma, Kunga Rota, Urgen Sherpa, Diallo Tizo. We ask that you just say your name prior to starting your testimony and please adhere to the two minute rule.

RICHARD CHOW: Okay, I'm going to start.

CHAIRPERSON BROOKS-POWERS: One moment. Raja Sohail(SP?), Raja Sohail, okay, Malang Gassama(SP?). Okay, you could get started sir.

RICHARD CHOW: Okay. Hello, good afternoon Committee Madam Chair. My name is Richard Chow. I've been driving taxi for 18 years. I'm a New York Taxi Worker Alliance Union Member. All e-hail companies charge a lot of money to the rider, pay too cheap to the driver. E-hail up from pricing from equal to the meter fare plus all the airports are charged. E-hail company, how much they charge the passenger, how much they pay to the driver, must transparency show on the receipt.

About a month ago, I accepted Uber fare, $31 minus $4 congestion fee. I got $27. I pick the lower east side to upper east side, upper west side 63rd and Central point west. Four passenger, passenger request two stop, east side 73rd Street and 1St Avenue. Uber charged each stop $6 to the rider and the total they charged $76 to the rider. And my tablet show only one stop. One passenger sit in front of the seat, I told him first stop pay the $31, I can't stop pay by the regular meter. Passenger said no because already I paid $76 to the Uber and then he took a screenshot at the fares of $31. He sent it to the Uber. The fares fee pending in the night, the whole night and the next day I got a fare amount $53 because the passenger complained to the Uber, pay too low to me.

City Council should rule and regulate pay fairly amount to the driver we are waiting, the debtor to see the awful transaction. And thank you for listening. God Bless you everyone. Thank you.

DIALLO TIZO: Thank you. My name is Diallo Tizo and I'm going to talk about the 276 bill for ending Uber and Lyft deactivation. This time, I'm not going to talk about my deactivation but I'm going to tell you some situation where they deactivate us unfairly. Example, sometimes its happened to us people like the night and when you take the customer, he going to go home. When he was driving and one moment he going to tell you he's going to like he want to go to the restaurant like Wendy's or McDonald's. He is going to ask you; can you please go there? I'm going to just get quickly my food. And you know this is not what we have on the deal because I'm going to take you from destination from the pick up to destination. I don't have to go to the restaurant.

For this kind of situation, if you ask the driver, you say, I cannot do that because I cannot go wait there. And when you drop that customer, if they report you, they can say anything. Whatever they say, Uber, Lyft, they won't check exactly what is happening and they will deactivate you. Its happened. I see a lot of time its happening. Not all the time but I saw it. And the second time, so many people say that know Uber and Lyft give them refund sometime if they make complaint. They don't get excited. I saw it. I'm not going on your time because I don't have enough time and the way its happened when they ask you to make U-turns somewhere where you shouldn't. You know, you should not make U-turn in this area and they don't care. If you don't do it, they get mad. You drop them before knowing anything they can send Uber or Lyft a notification. This driver was like under - that's it. Those guys in that situation have been multiple times. I'm not the only one because I have been deactivated and I know what is happening. And I saw so many people have the same situation. That's why we plead you what this bill we needed for protections. Thank you.

CHAIRPERSON BROOKS-POWERS: Thank you.

URGEN SHERPA: Hi. Good afternoon Chairwoman Selvena Brooks-Powers and members of the Transportation Committee. My name is Urgen Sherpa. I'm an Organizer at Chhaya Community Development Corporation. Today, I urge City Council to pass Intro. 100 introduced by Council Member Julie Won. This bill would designate Losar festival as an alternate side parking hub parking holiday. This bill is crucial for our committee. Before moving through our country, I would like to signal my support for Intro. 276, the bill to end unfair deactivations and cap the FH bill. Please, please listen to the drivers. Drivers are the one who drive, who pay the insurance, who maintain the car, and who pays the high gasoline. It is not Uber and Lyft.

And now, back to the Losar. Recognizing Losar would allow us to celebrate without the stress of parking regulations. By making Losar an alternate site parking holiday, you would ease logical concerns and confirm that our traditions and values are respected in our great city. This recommendation would foster understanding and encourage broader participation in our festivities.

Your Committee has previously organized similar cultural holidays, establishing a precedent for inclusivity. I commend you for your ongoing efforts to champion equity within our transportation system. Passing Intro. 100 would demonstrate respect for the traditions of over 60,000 Himalayan people living in New York City and reflect the will of the 78 percent of New Yorkers who believe cultural celebrations should be recognized in public policy.

Losar is our -

CHAIRPERSON BROOKS-POWERS: Thank you.

URGEN SHERPA: Christmas, Thanksgiving, New Year -

CHAIRPERSON BROOKS-POWERS: Sorry sir, I just ask you to submit the rest in writing please.

URGEN SHERPA: Thank you so much.

CHAIRPERSON BROOKS-POWERS: Thank you.

KUNCHOK DOLMA: My name is Kunchok Dolma. I am a Tibetan New Yorker and I'm here to testify in support of Intro. 100 to make Losar a holiday for alternate side parking. As Urgen just said and someone testified earlier, Losar is a New York, Thanksgiving, Christmas, Superbowl, all bundled into one. As minorities, we are often used to our holidays being sidelined. So, it makes our community very happy to be finally seen and heard in the city we call home.

To the 25 Council Members who signed on to this bill, specially to Council Member Julie Won and her office, my Council Member Shekar Krishnan and to you Chairwoman Brooks-Powers, we are forever grateful.

In New York City alone, Losar is celebrated by over 60,000 New Yorkers of Tibetan and Humala heritage. This number, however, does not account for the many more tens of thousands of Tibetan Buddhist who celebrate this holiday alongside us.

I ask and hope that each of you vote in favor of Intro. 100 for three important reasons. First, this would be the first and only ACB holiday that is specific to Buddhist and people from across the Himalayan region, one of the fastest growing communities in the city.

Second, like other communities, a community should also have the opportunity to celebrate a main religious holiday with the families without having to worry about getting a parking ticket or leaving our celebrations to move our cars. And lastly, it allows us as one of the fastest growing New Yorkers to see ourselves represented in a civic fabric and laws of our city.

So, thank you. I hope you quickly vote Intro. 100 out of Committee and come to celebrate Losar with us at one of our many community halls and temples across the city. Thank you.

CHAIRPERSON BROOKS-POWERS: Can I get your name again just for the record?

KUNCHOK DOLMA: Kunchok Dolma.

CHAIRPERSON BROOKS-POWERS: Thank you.

KUNGA ROTA: Thank you. Thank you Madam Chair. My name is Kunga Rota and I'm a Tibetan. I'm Himalayan. I'm a member of the Himalayan community. Approximately there are around 61,000 Himalayan people living in the five boroughs. They're spanning from all walks of life and on this particular Losar day, we all gather together. We all marry, we all have festive times, the adults. We all put on traditional clothes. The kids put on a – they have new clothes on and we visit their parents. We visit relatives, friends and once we go out, we're in a very festive mood and you don't want to be worrying about whether you got to take a parking ticket and it will be such as bummer if you're in a festive mood, right?

And I want to just briefly say about how the Himalayan community is structured. Under the Himalayan community, there are many several smaller communities like Wallan Community, the one I come from. This Wallan community is in Nepal. It's in the right at the border of Nepal and Tibet and back in '94 I came to states for further studies and since then I've been a New Yorker for the past 25 years. And we all have our own stories; you know unique journeys but we all come in one shared ambition shared notion that we wanted to really make this bill. This is a very meaningful bill for us. Once this bill is passed, it's something the city would – we feel like it's meaningful and a good reason for our community. Thank you.

CHAIRPERSON BROOKS-POWERS: Thank you.

MALANG GASSAMA: Hello, my name is Malang Gassama. I'm a member of NYTWA. I'm here in support of the Uber and Lyft deactivation bill. I think Madam Chairman can probably remember me. I just want to start by saying that as of right now, I feel like I am a slave in my own car because Uber and Lyft are the prosecutor, the judge and the jury in any case that is brought to them by any customer. So, I'm scared of anybody that come in my car because any customer can turn out to be my life killer. So, I think as I was saying, Madam Chairman I was physically and verbally assaulted in my car. People sprayed and I had all the evidence that I provided to Uber. Uber still - even Uber send me $20 to go clean myself up and after that a customer called him, I mean send him an email and lie about me and Uber went ahead and deactivated me for eight months. Thanks to your help and the help of the WNYC radio, Uber deactivated me after eight months. After I got in serious trouble, they deactivated me and after they realized I was very active with the NYC NYTWA, three months after that, they deactivated me again claiming that somebody had forwarded my account in 2021 and this was in 2024.

So, from 2021, somebody stole my identity. Uber new it and they didn't say anything about it until 2024 when they realized I was very active on the NYTWA platform, they deactivated me again. And I stayed for the second day of doing three months. I did everything until they activated me again. They saw me back after the big rally we did. The very next day I started getting all kinds of emails from Uber saying oh, some such and such say that they didn't like you coming. So, they're sending me emails that I don't know what customers said, "what about me?" What time? And what did they exactly say? And I told them that I am being targeted because of my implication with NYTWA. So, please help us out and pass the bill please.

CHAIRPERSON BROOKS-POWERS: Thank you. Thank you. Thank you to the panel. Next we'll hear from Kara Klita, Max Cheung, Charles Dorvil, YI Feng Chen, Bashiru Kamara, Alpha Barry, Lateef Ajala, Saif Aizah, Saiful Hoque, Paul Sonn, Shahal Udolin(SP?), Anthony Aybozo, Mohammad Ali Awan, Arvan Babar, Modibo Doukaru(SP?), Mohamed Barry, and Barry Mohamed. Yeah, we have Mohamed Barry and Barry Mohamed. Okay.

Please state your name before you start your testimony and adhere to the two minute rule. You may start. Turn on your mic please.

ALPHA BARRY: First, I want to thank Council Member for having us here. My name is Alpha Barry. I'm a member of NYTWA. I used to drive for Lyft and

Uber but I now I only drive for Lyft because Uber deactivated my account.

I've been a TLC driver for over 20 years. What I'm going through right now is a disgrace. Not only Uber deactivate my account, Lyft also is locking me out. For awhile now, I was not able to go online to make a living. I have family to feed and bills to pay for my house bill and car insurance and other expenses. How am I going to survive like this?

Uber deactivated my account and Lyft is locking me out. Up to today, I don't know why Uber deactivated my account. When you call, they say it is a safety reason. I went to the office. They told me they cannot do anything about it. I went to IDG. One of them looked into my account and uh file an appeal. They sent me a text saying that my reactivation was denied.

After that IDG was created by Uber and Lyft. This is like coming from an enemy and go to another enemy, which was created by the same enemy.

CHAIRPERSON BROOKS-POWERS: Thank you sir. I'm just going to ask that you submit the rest of your testimony in writing please.

ALPHA BARRY: Okay.

CHAIRPERSON BROOKS-POWERS: Sir.

SAIF AIZAH: My name is Saif Aizah. Thank you and I really appreciate you giving me the change to stand and testify in support of the bill Intro. 276 with unfair deactivation. Aside from what you heard from other testimonies, my story is very unique and very tragic. After COVID, I decided to go and work in Baltimore Maryland. I signed up for Uber and Uber took 30 days to investigate me and do a background check and they found a speeding ticket. Finally, they opened an account for me in Baltimore Maryland which I have to use my private car.

Then I uploaded my insurance card, which have my wife middle name the same as my last name. Then they said I was trying to make fraud. I went to Uber and I provided from the broker the correct and I corrected everything on my insurance card. Then after going through so much, Uber finally said, well, you have double accounts. One in New York and one in Maryland. After the fact that they investigated me and did a background check for 30 days, then they said, this is their final decision. They don't make it here; it comes from California. So, I said give me one account at least so I can survive or try to at least work with one account. They said, after I went to them again, they said no. Mind you that Lyft follows and Lyft did the same thing and I was out of work. I have to pay my car payments, my insurance, all my bills, struggling for almost one year. Then I tried to go back with Lyft and Uber again, Lyft then finally decided to open my account again. This is what happens and this is the misery I have to go through. Besides all of this financial stress, I get stress, I get mental stress, I get my health problems, I got high blood pressure just because of what Uber is doing to us drivers. Thank you.

CHAIRPERSON BROOKS-POWERS: Thank you.

SAIFUL HOGUE: Yes, good afternoon. My name is - good afternoon, my name is Saiful Hoque. I am an Uber Lyft- I was an Uber Lyft driver for the last one and a half year. They deactivated my account and the reason is that I was substance use. I used a substance and I have proof from the doctors for my TLC and from my private doctor but they don't trust anything else. I went to the office a lot of times and sent them emails. They don't listen to anything else. That's the problem, you know, when the passenger complain, this happens to come with proof and without any reason they stop my account. I am paying my car $1,000 a month. I have insurance. I have five family members. It has been hard for me to survive right now.

So, I hope the justice we'll be getting and we get justice to activate my account. I am suffering with my financial trouble. So, I hope your decision will be right and the passenger that complain, this happens to come with the testimony because what reason are they going to complain. Just happens to know what is the reason and the driver don't know nothing else. And I have a question regarding this. They use a lot of excuses. Sometimes the driver will be on the street, they say oh, you're going to drive fast. You're not a good driver. They complain and they stop my account. This is happening a lot of times. You know so I hope in the future, bring the passenger, the person that makes the complaint, face to face. If not, it's a lame excuse and some of the passengers are drunk and they complain, they say, okay you want to stop the account. And Uber start to justify the reality of it and the right - and they're going to complain against this and they're going to close the account. It's not right.

We have a right, a human right as the law in the America, they have no right for us. We work like slaves. Thank you.

CHAIRPERSON BROOKS-POWERS: Thank you, next.

ARVAN BABAR: Good evening ma'am. My name is Arvan Babar. So, when I start work with Uber -

CHAIRPERSON BROOKS-POWERS: Is you mic on? If so, move it closer to you please.

ARVAN BABAR: Alright, when I start work with Uber, I was pretty new to this app system. I was not aware that Uber policy that if customer complained about driver, Uber turn his money. Unfortunately, within first week, I got two back to back complaints in which one customer said that I hit another car. I mean, I got in accident.

Then Uber contacted me. I showed them all around picture of my car and it was false allegation but I do not know Uber policy after reviewing, they still put me on risk and later deactivated my account. Since then, I'm working with Lyft. I've done almost 15 plus rides, not a single safety complaint about me. You can see my app. I'm done, thank you so much.

MOHAMED BARRY: Good afternoon. My name is Mohamed Barry or Barry Mohamed. So, I was working for Uber for five years. I have been deactivated three times. The first time when I went to their office, they told me someone drove my car. I said, now who drove my car? Because even my wife never drove my car.

They said, okay, so now we're going to reactivate. I started again, second time they told me they deactivated me and they told me for my rating is low. Okay, I go take a class. They reactivate and third time they deactivated me again; they say my rating is low. All that they're telling me and also Lyft, I work for them three years. And I ask them, they're telling me the rating is low so since that time now, I'm working car service. My life is at risk because some passengers didn't pay, some harassed me and my bills now, I pay very hardly because I have bills to pay. I have a family, so that's why I need help and I thank you very much.

CHAIRPERSON BROOKS-POWERS: Thank you.

MOHAMED BARRY: Hi, my name is Mohamed Barry. I've been driving Yellow Cab before I become an Uber driver and Lyft for a while, maybe four years and then I joined Uber and Lyft and Uber deactivate me while I was in my country in Africa and then I came back, I find out my app is done.

When I went to the office, they say somebody put a picture into my account. That person tried to reactivate the account again and I went to the office, I explained to them everything but they told me, listen, somebody already did it and they tried to deactivate your account. If you come over here, we're going to take you to the courts. I was like, "what did I do, to take me to court?" They said, no, now you tried to reactivate your account like two or three times. That's illegal. And I never have complaints with my customers. My rate was 4.8 and then also Lyft deactivated me because I got into accident. I have not – I don't have customer in Jamaica. I don't hit anybody. I was by myself and due to the collision, they deactivated me. I went to the office, they said they cannot do anything. I have to call. I called, nobody answer but this is I think is unfair like he said, we driving like sometimes – it's not easy to get the bills. That's why we are here today to justify it and we hope this is going to end. We're going to get back our account. We'll be able to do our living because we have a lot of bills. We have wives and kids. We do everything possible to feed them properly. Thank you so much.

CHAIRPERSON BROOKS-POWERS: Thank you. Thank you to the panel. Next panel, Norbu Choezung, Urgen Sherpa, Tashi Choephel, Tsering Diki, Tenzin Tsering, Dolma Yangzom, Raul Rivera. Again, please say your name before starting your testimony and please adhere to the two minute rule.

NORBU CHOESZUNG: Hi, good afternoon and thank you Chairwoman Selvena Brooks-Powers and members of the Transportation Committee. My name is Norbu Choeszung and I am Tibetan who live in New York. I live in Queens. I am the two time former President of the Community of [INAUDIBLE 04:26:21] and served the community for three terms as board member. I am here to testify in support of Introduction 100 from Council Member Julie Won to make Losar, the Tibetan New Year a holiday for alternate side parking.

This bill is important to me for the following reasons: New York is home to over 6,000 Buddhists from Tibet and Nepal, India, Bhutan, and other countries. In addition to the practical benefit of not requiring asked to move our cars on this important Buddhist holiday, all New Yorkers need to see themselves represented in the civic public and laws of our city. This would be the first and only alternate side parking holiday that is specific to Buddhists and the people from across the Himalayan regions. In addition to those 60,000 Himalayan Buddhist Americans, the City of New York also welcome many Buddhist communities from the different states of America and Canada by driving to celebrate the New Year Losar with the families and friends of New York.

Compared with the other immigrants, the immigrant from Himalayan communities from Tibet, India and Nepal are quite new and are growing rapidly every year. Since the time of the Uber, Lyft services in the city, we have many community members who own and drive cars in their every day lives.

Just like the communities that celebrate Christmas, Hanukkah, and other holidays, my community should have the privilege to celebrate our religious holiday with their families and friends. By suspending the side parking on the Losar, New York City sends this powerful message to -

CHAIRPERSON BROOKS-POWERS: Thank you sir. We just ask that you submit the rest in writing.

NORBU CHOESZUNG: Thank you very much.

CHAIRPERSON BROOKS-POWERS: Next.

Good afternoon and thank you Chairwoman Brooks-Powers and Council Member Shekar and everyone. My name is Tashi Choephel and I am a Tibetan Refugee and a New Yorker. I'm here to testify in support of Intro. 100 from Council Member Julie Won to make Losar or Tibetan New Year a holiday for alternate side parking.

As an Uber driver and a community member, this bill is important to me. New York City has over 61,000 Tibetan Buddhists from Bhutan, India, Nepal, Tibet and other countries. In my home country Tibet, our religion and culture are under threat of annihilation due to China's ongoing occupation.

In New York City we have had the opportunity to practice and preserve our traditions freely. By suspending alternate side parking on Losar, New York City sends a powerful message to all Tibetans and Himalayans that our city sees us. Our city recognizes us and our culture traditions. New York City is our home too. In addition to practical benefit of not requiring us to move our cars on this important Buddhist holiday, it is important for my community to see them selves represented in the loss of our city. Just like communities who celebrate Christmas, Diwali and other holidays, my community should have the opportunity to celebrate Losar with our families and not having to worry about getting a parking violation.

I hope you can join us at one of our communities Losar celebrations this year and celebrate the passage of this law with us. I ask that you please vote in favor of Intro. 100 to make Losar an ASP holiday. Thank you Council Member Julie Won and Chairman Brooks-Powers for being a champion for our community. We will always remember you. Thank you.

CHAIRPERSON BROOKS-POWERS: Thank you. Thank you so much.

TSERING DIKI: Good afternoon Chairwoman Brooks-Powers and members of the Transportation Committee and our very own Council Member Krishnan. And my name is Tsering Diki. I am the Tibetan New Yorker. I came from Tibet and I live in Queens New York. I am a business owner and I'm also the Executive Director of Neo-Tibetan Service Center. A non-profit organization that looks after the social needs of Himalayan communities and New Yorkers. And I'm here to testify to support the Introduction of 100 from Council Member Julie Won to make the Losar or Tibetan Lunar New Year a holiday for alternate side parking. This bill is important to me because the Losar is the most important festival of the year in the Tibetan diaspora and here in New York City, the Tibetan Himalayan community celebrates the first day of New Year with the family enjoying festive meals, dressing in the best traditional clothing, making offerings, drinking homemade rice wine and playing games at home. It is considered bad luck for people to have to worry about anything on the first day of our new year.

Losar is the happiest day of the year for all of our community members and imagine having to interrupt the precious moments like that with your children and elders to have to sit in your car and wait for the DSNY to clean the streets.

New York is home to over 60,000 Tibetan Buddhisms from Himalayan regions and in addition to the practical benefit of not requiring us to move our cars on this important Buddhist holiday, it is important for all New Yorkers to see themselves represented in the civic fabric of the loss of our city. By suspending the ASP on Losar, New York City sends a powerful message to all Himalayan New Yorkers that our city sees us and we will -

CHAIRPERSON BROOKS-POWERS: Thank you.

TSERING DIKI: Thank you.

CHAIRPERSON BROOKS-POWERS: Thank you so much.

TENZIN TSERING: Good afternoon Chairwoman Brooks-Powers and members of the Council. My name is Tenzin Tsering and I am a Tibetan American, originally from India and living in Elmhurst Queens for over 15 years. I am also the program director of the New York Tibetan Service Center, a nonprofit organization providing adult social services and a city funded program for afterschool kids.

Today, I am here to testify and reason my support of Intro. 100 for Council Member Julie Won to make Losar Tibetan Lunar New Year a holiday for alternate side parking. This bill is important to me because it is the only cultural and religious holiday that I personally celebrate that keeps me connected to my roots and gives meaning to my Tibetan heritage, which I am sure many others here and in our community can relate to. Losar is our single most important cultural, religious and tradition that has followed through generations, regardless of the religious sect, country or the part of the world we live in.

As you've been hearing, New York is home to over 60,000 Tibetan Buddhists from different Himalayan countries. On an important day with our own religious customs, parking should be the last thing we should worry about. What is important to know is that our family members sometimes have no choice but to neglect or abandon important customs and traditions due to those minute stresses.

Just like other communities who celebrate their holiday, the Himalayan community, my community should have the opportunity to celebrate one of our main holidays with our family with ease as we have the right to and like others have mentioned before, not have to worry about parking spaces, tickets, fines, meter issues, etc..

If this law passes, again it would be the first and only alternate side parking holiday that is specific to Tibetan Buddhists and people from across the Himalayan region. By suspending alternate side parking on Losar, it tells the Himalayan New Yorkers that our city sees us, acknowledges us, and our traditions. Because in the end, New York City is our city too. Thank you.

CHAIRPERSON BROOKS-POWERS: Thank you. Thank you.

DAWA YANGI SHERPA: Hello, I am Dawa Yangi Sherpa, good afternoon to everyone here. Thank you Chairwoman Brooks-Powers and members of the Transportation Committee. I am a Sherpa Nepali woman and I live in Sunnyside Queens. I'm the Board Member and the spokesperson for the United Sherpa Association Inc., more commonly known as Sherpa -. I also serve as an advisor to the network of Sherpa students and professionals NNSP, an organization dedicated to strengthening the Sherpa youth and professional network.

We're also dedicated to Sherpa Cultural Preservation and bolstering intergenerational relationships between Sherpa elders and youth. Today, I am here to testify in support of Introduction 100 from Council Member Julie Won to meet Losar or Tibetan Sherpa and many Himalayan ethnicities New Year holiday for alternate side parking. Before we dive into the testimony, I would like to share that Losar is a Tibetan word that translates to New Year. Lo, means year and sar means new. A festival celebrated by Buddhist communities around the world. This bill is important to me and my Sherpa community because more than 80 percent of the families that I know of own a car in New York City. As the majority of them work as independent contractors under Uber or Lyft. So, I will support Intro. 276 to end unfair Uber and Lyft deactivation as well. I do not own a car but I have had my share of stories on how many Sherpa people and people from my community have had to move their seats during family get togethers or community celebrations to keep up with alternate side parking rules. By suspending ASP on Losar, New York City sends a powerful message to all Himalayan New Yorkers that New York City sees us all.

Our city recognizes us and our cultural traditions. That New York City is also our city. I hope you can join us at one of our community Losar celebrations. Thank you.

CHAIRPERSON BROOKS-POWERS: Thank you. Perfect timing.

RAUL RIVERA: Good afternoon my name is Raul Rivera. I'm a TLC driver and a TLC driver advocate. I'm the founder of NYC Drivers Unite. I have over 23,000 trips with Uber and Lyft. We do support the commuter vans. We want to see them on the road. I support Leroy Morrison and his efforts to get them on the road. We want lower insurance. I just spoke with the Commissioner before he left. Excuse me, I have trouble with my voice today. I spoke with the Commissioner today before he left, David Do and there is a solution. We support the bill. I think anything that helps the drivers from being deactivated is excellent but there's something bigger. You heard the expression, go hard or go home. There is something bigger. We spoke to the Commissioner and just for the record, my Uber account is not deactivated. I have over 11,000 trips with Uber and I personally ask the Commissioner to revoke Uber's license, deactivate Uber from New York City. That's what we ask for. We want Uber removed. They're exploiting people of color. They are exploiting worker rights and many other things that they're doing.

We also ask and we want this message to get to apple. Apple can do something. Apple could step in and remove Uber from the app store. That will work. Remove Uber from the app store. And finally, finally, we want this message to get to our new president that's going to come in 40 days, Donald J. Trump. We ask you Mr. Trump to stop the abuse of Uber. Remove Uber from New York City. We know you care about the New York taxi driver. We are not Uber drivers. We are not Lyft drivers. We are New York City Taxi and Limousine Commission drivers and we're being exploited, and we ask you Mr. Trump, remove Uber.

CHAIRPERSON BROOKS-POWERS: Thank you. Thank you to the panel. Next we will call up Tenzin Bhuti, Sonam Sangpo, Tsering Lhamu Serpha, Zubin Soleimany Pasang Sherpa and Muhammad Arshad. We ask that you give your name before speaking and adhere to the two minute rule. Marleny Cruz. You may begin just make sure you turn on the mic.

SONAM SANGPO: Good afternoon Chairwomen Brooks-Powers and member of the Transportation Committee, and also good afternoon Council Member of Jackson Heights Mr. Shekar. My name is Sonam Sangpo. I'm a

Tibetan New Yorker from Nepal, now residing in New York. I'm the Management Director of Lo-Nyamship Association USA Inc., which is a nonprofit organization and we recently established in Woodside New York.

I'm here today supporting Introduction 100, introduced by Council Member Julie Won to recognize Losar, Tibetan Lunar New Year as an alternate side parking. Losar sacred for Tibetan Buddhist involving ritual and the family gathering and this bill would allow us to celebrate without parking concern.

New Yorkers are home to over 60,000 Tibetan Buddhists and this bill would be first ASP holiday specifically for Buddhists and Himalayan communities. It were from that New York City respect and our traditions. I warmly invite you to join us one of our celebrations next year and celebrate the passage of this important legislation with our community. I urge you to vote in favor of Intro. 100. Thank you.

CHAIRPERSON BROOKS-POWERS: Thank you.

TENZIN BHUTI: Good afternoon Chairwoman Brooks-Powers, Council Member and member of the Transportation Committee. My name is Tenzin Bhuti and I am a Tibetan New Yorker living in Queens. I'm here to support Intro. 100, proposed by Council Member Julie Won which designates Losar, the Tibetan New Year as a holiday for Alternate Side Parking, ASP regulations. This bill is crucial for my community allowing us to celebrate this significant cultural and religious event without the stress of parking restrictions. By lifting ASP regulations on Losar, families like mine can fully participate in this meaningful Buddhist festival, free from the worry of parking tickets. Just as other communities celebrate Christmas and Hanukkah and Eid. We deserve the same opportunity to honor our traditions.

Recognizing Losar promotes inclusivity and respect fostering a sense of belonging for many Tibetan and Himalayan region communities. I urge you to vote in favor of Intro. 100 so we can celebrate our heritage without barriers. Thank you for your time and we hope you will join us in our Losar celebration to witness the spirit of our community firsthand. Thank you.

TSERING SERPHA: Good afternoon and [SPEAKING IN OTHER LANGUAGE 04:43:23]. Before I begin as a daughter of a driver, I want to signal my support for Intro. 276. My name is Tsering Serpha and I’m a born and raised New Yorker and part of over 60,000 Himalayans in New York City who celebrate Losar. I urge City Council to follow Chairwoman Brooks-Powers and Council Member Julie Won's example and support Intro. 100, which would designate the Losar festival as an alternate side parking holiday, ensuring religious equality alongside Hanukkah, Christmas and Eid.

Growing up, I went to New York City public schools, Anderson Elementary and middle and Stuyvesant High School. There I learned about various cultural holidays alongside my friends, which enriched us all. Through it all, my parents worked hard to make sure every Losar was special, earnestly believing that how we celebrated impacted our luck for the year. They prepared for weeks to give us the finest clothes, foods, and so they could avoid spending money on Losar, as that's inauspicious. Spending money on Losar means a whole year of financial losses, yet they still had to feed the meter because a parking ticket would be inauspicious as well. It's frustrating that despite their efforts, city regulations force us into a lose-lose situation every year. This lack of recognition feels like a dismissal of my identity and of my community. I believe in the city's potential and your leadership. This Committee has recognized other cultural holidays, setting a precedence for inclusivity. I hope you continue that tradition. Please support Intro. 100. Recognizing Losar would allow us to celebrate freely, affirming that our traditions matter, that we matter. Thank you for your time and [SPEAKING IN OTHER LANGUAGE 04:45:05].

ZUBIN SOLEIMANY: Good afternoon. My name is Zubin Soleimany. I'm a staff attorney with the New York Taxi Workers Alliance, also testifying in support of Intro. 276, which our members and my colleagues have already testified so eloquently on. I just want to follow up on a couple of points. I think the question was asked earlier, how is deactivation distinct for for-hire drivers? Why is this bill so necessary for them? And the point was raised once about the expenses and the debts that drivers incur and I think that is huge and it's also connected to another point that makes these drivers unique, which is that when you get fired from a high volume for-hire vehicle company, you are being effectively put in the same position as when you're losing your license. I think the gentleman from Uber testified earlier. Oh, well, they still have their license, you know they can still work. Currently, you know everybody has seen the monopolization of these companies unfold as they assume dominant market share. The two for-hire companies make up 80, 85 percent of the entire for-hire and taxi service in the city. So, when you lose your ability to work for them, you are largely losing your ability to work with the license that you invested in with the car that you invested in. And in that 85 percent, the two companies, they do notify each other and sometimes drivers will be deactivated from one company solely on the referral of a deactivation from the other company.

Quick point, just also to say that you know nothing in this law preempt any other process, just like the same way that the fast food deactivation bill, which we were so proud to testify in support of, did not effect any other process that folks could work through.

So, I'm sorry that the folks from IDG weren't able to stay and explain their position. I would have liked to have heard it. I will note that the last time when they did offer testimony to city government, they did testify to the Chair of the TLC at the time –

CHAIRPERSON BROOKS-POWERS: Thank you.

ZUBIN SOLEIMANY: The process was not working.

CHAIRPERSON BROOKS-POWERS: Sir if you could submit the rest of your testimony in writing. Thank you. Next.

ZUBIN SOLEIMANY: Thank you Chair.

UNIDENTIFIED: Good afternoon Council Members.

CHAIRPERSON BROOKS-POWERS: Is your mic on? There we go, yeah, got it.

UNIDENTIFIED: Good afternoon Council Members, duly respectful people. I joined like Uber in 2017. I was not aware about the laws of Uber at the time. Within two months, they deactivated me and after that, I joined Lyft and I have like more than 17,000 rides and five star rating and I'm still waiting for the Uber to activate me but nothing is going on. I'm just replying them emails and on the phone then I went to the IDG, they did not do anything. Then I talked to my friends for the New York Taxi Worker Alliance. They are trying to help me out but they are saying that this bill is for six years. In other cases, more like seven years and I don't know but I have to much bills. If I work with Lyft, Lyft make us lock out and we can't pay the bills and we are driving rental cars that we're paying $400 a week approximately.

How can we survive? Please help us. For that, we can work on two apps like Uber and Lyft. Thank you very much.

MARLENY CRUZ: Hi, my name is Marleny Cruz. I'm a mother of two that I have to support myself. I work for Uber and Lyft since 2017 and the reason why I'm here for is because of the lockout. It's not fair for us to go out to work and go around the city for over an hour and the app are off.

We have to be moving around to see if it is open at one time, you know? Sometimes we just have to go home. Sometimes we make like $80 or $100 and we have to go back home. How can we pay the bills? Being an Uber, uh I mean a TLC driver mean a lot of money because we have to pay like $700 insurance for the car, plus the license, plus a lot of things. So, we need to lock up stuff please. Thank you.

CHAIRPERSON BROOKS-POWERS: Thank you. Council Member Krishnan has a quick follow up question.

COUNCIL MEMBER KRISHNAN: Quick indeed. Thank you all for your testimony. Zubin, I just had a question for you, how do lockouts actually relate to the pay rule and what does the pay rule require?

ZUBIN SOLEIMANY: Yeah, so yeah, thank you Council Member. So, the point of the pay rule is like to approximate what any other minimum wage law does. The point of it is to compensate drivers for all time that they are at work and the rule does not contemplate lockouts. They were not contemplated when TLC passed the rule. They were not contemplated when professors Parrott and Reich put their report together.

The language of the rule says that you should be paid for all drivers - that utilization accounts for all time, the drivers make themselves available to receive dispatches. It doesn't say that they're only paid for time logged on. So, you take an example of a driver who works in the - they live in the Bronx. They go to Manhattan; they pick somebody up. They say come to the eastern Queens and they're locked out when they do the drop off. They're still available at that point. They are trying to work but they've been locked out for now, their hour or two or so. At that point, they are still available to receive dispatches. That time should be counted under the text of the rule but it's not. So, when Uber fails to provide the data that shows that time in which under the rules of plain language they are available to work, they are subverting the purpose of the rule.

I know the gentleman from Uber had testified earlier that the initial report by Professors Parrott and Reich contemplated that companies could use lockouts and that's just not true. I was actually speaking to Professor Parrott about this two weeks ago and he said no, it did not contemplate that. The report discussed the notion that companies more broadly would have to - they would have to limit supply but the idea of that would be to incentivize getting away from the over saturation that had really wrecked the industry. That would be a question of hiring an attrition, not of randomly locking out drivers in the middle of their shifts and creating chaos for individual drivers and for the whole workforce.

COUNCIL MEMBER KRISHNAN: Thank you.

ZUBIN SOLEIMANY: Thank you.

CHAIRPERSON BROOKS-POWERS: Okay, thank you to this panel. Next, we're going to call up Christopher Leon Johnson, Choudary Adnan, Tsering Jupa, Yanming Gong, Sameena Syed(SP?), Ali Akbar, Ibrahim K. Diallo and we ask that you state your name prior to starting your testimony and to adhere to the two minute rule. You can start whenever you're ready.

CHRISTOPHER LEON JOHNSON: Alright, good afternoon Chair Brooks-Powers. My name is Christopher Leon Johnson on the record and I'm here to support both sides of the spectrum IDG and the TWA. I said this morning before the press conference about congestive pricing, I'm against CP, I'm a no congestion pricing 2024 uhm that these guys, IDG and IEG and TWA need to stop beefing because you guys are all cab drivers. You guys are all Lyft drivers and Uber drivers and I think all you guys can agree that look, there's a problem with Uber and Lyft that they deactivate you guys and deactivate you guys and uhm, deactivate you guys because of unwarranted reasons because they don't care. The apps don't give a crap because they know that for how many people banging on the gate, if they have at least four guys, these three men and this one female right here, there's thousands of other people banging at the gate, so they don't care if they're deactivated for some BS. So, they need to stop beefing and the thing is that IEG need to be transparent and TWE be transparent about State Senator Jessica Ramos and she's a big issue with this because Ramos is the uhm is the State Senator and her former husband –

CHAIRPERSON BROOKS-POWERS: Keep it on the legislation please.

CHRISTOPHER LEON JOHNSON: Yeah, I know I am, I'm stating that legislation that he's the Chair. He's the lead for IDG so of course there's going to be real disconnect with elected officials and I'm not saying that you Selvena but she's the Chair of the Labor and the State Senate and I know a lot of you guys want to get bills passed in the State Senate so you don't want to shake the apple cart with Jessica Ramos and so, she's going to block IEG's movement. So, that needs to be set clear and these guys, I think that the members, the members need to stick together because you're all in this same crap together and there should be no more suicides outside City Hall.

So, let me make this clear. I'm done. I respect you so I'm going to cut it right here at three seconds, so thank you. Thank you so much. Thank you.

CHAIRPERSON BROOKS-POWERS: Thank you.

CHRISTOPHER LEON JOHNSON: Thank you. I'm leaving, I got to go. You not taking no hands Shekar? You're not asking no questions right? Alright, I'm out of here. I got to go.

CHAIRPERSON BROOKS-POWERS: Sir.

CHOUDARY ADNAN: Good afternoon. My name is Choudary Adnan and my Uber account is deactivated. I've worked with the Uber like 10, 14 years. I have a ride with Uber so my rating is 4.97. So, I just uh upload my document. They say that it expired wrongly uploaded two times and they deactivated my account. So, I go to the office two or three times but they don't do nothing on that so it is my – two days to help me reactivate my please. So, thank you for your time. Thank you.

UNIDENTIFIED: Thank you again. This is my friend. He told me what he wanted to say because he believe when he speak you might not understand exactly what he wanted to say.

CHAIRPERSON BROOKS-POWERS: Well can you give his name though?

UNIDENTIFIED: Yeah, I'm going to tell- but I just want to make sure it's possible for me to talk on that?

CHAIRPERSON BROOKS-POWERS: Yes.

UNIDENTIFIED: Okay. Okay, uhm my name is Ibrahim K. Diallo. That's his name. He say Uber and Lyft deactivated him because like the other guys said, low rating and he said he's not the one who can write himself. He don't know who customer is going to write him. He never had problem with the customers. They just like maybe when they drop him off or drop her off, they're going to just notify Uber and Lyft. He don't know what they're going to say. He never had a problem with a passenger but they just say his rating is very low. They all - Uber and Lyft deactivated him because of very low rating.

So, he's like just telling me, I have like wife and seven kids to feed. He pay the bills. There's mom and grandma back home. All these people waiting for me. Now, I don't know what to do. The bills is so high right now. Like me to drive customers right now is very hard. He just said he's just proud to be here in front of you and you can hear him you might be able to help us to get our account back to be able to work for the city because we are here helping people going around. Be happy about that, so we just appreciate you. That's what he wanted me to say. Thank you.

CHAIRPERSON BROOKS-POWERS: Thank you.

NIMA SANGE: My name is Nima Sange. Just a few days ago I drive at Lyft. I used to drive Yellow Cab, now I'm driving with Lyft. Two days ago, the Lyft deactivated my account just because I had a conversation with my - with one of the passengers. I'm a woman, when I get into car, people see I can speak English, they start talking to me. You know they feel comfortable. They feel relaxed, especially work at night time so they feel very comfortable.

So, I make them comfortable. So, I was talking to just general information, information with one of these customers. She was misunderstood. Whatever I said and they deactivated my account. I mean this is ridiculous. I have five star rating with them. I have 100 percent acceptance. I have the best driver I am. I only work with Lyft. Just because of misunderstanding of a passenger and they have the right to say whatever they want to say and it's accepted but they don't want to listen to us. We don't have the freedom of speech. We have a freedom of nothing. We are slave to these Uber companies. We are slave to them. We have clean the shit. We have to keep everything what they want us to say. Our documents in time, everything is perfect. We have to watch what we say. We have to watch what we do. Who are we? Are we human being or are we a machine like a car? I just bought a car for them because my car is old and I just bought it in January. I have to make a payment on it. Uber didn't open my account but the Lyft they deactivated.

CHAIRPERSON BROOKS-POWERS: Thank you. I'd like to thank this panel. Next, we will hear from Tashi Dolma. We ask that you adhere to the two minute rule.

TASHI DOLMA: Yes.

SERGEANT AT ARMS: You may begin.

TASHI DOLMA: Hi, my name is Tashi Dolma and I am a Tibetan Member of Queens New York. I live in Wood Haven Jamaica and I'm also a member of the Tibetan

People's Movement approach in New York and New Jersey representing 60,000 Tibetans living in New York City.

I'm here to testify in support of Introduction 100 from Council Member Julie Won to make Losar or Tibetan Lunar New Year a holiday for alternate side parking.

This bill is important to me because the bill is crucial for our community as it enables us to celebrate this important cultural event without the hassle of parking regulations. By alleviating these restrictions, we can create the welcoming atmosphere where families and friends come together to support local businesses and immerse themselves in the vibrant traditions of Losar. Recognizing this holiday not only honors our city's diversity but also strengthens the local economy by encouraging community involvement and connection. I ask that you please vote in favor for Intro. 100 to make Losar an ASP holiday. Thank you so much.

COUNCIL MEMBER KRISHNAN: Thank you for your testimony. Now we have Dorel Tamam.

SERGEANT AT ARMS: You may begin.

DOREL TAMAM: Hello, can you hear me?

COUNCIL MEMBER KRISHNAN: Yes.

DOREL TAMAM: Thank you for the opportunity to address Intro. 277. My name is Dorel Tamam, and I am Head of Mobile Operations at Curb Mobility where I oversee RVAL services. We do not support Intro. 277 in fail to keep taxis competitive. If a minimum pay is put upon the taxi industry for e-hail jobs, then that same standard should be put throughout the industry so taxis don't lose competitiveness within the market and existing earnings opportunity.

Between 2017 and 2022, taxis have lost 50 percent of their rides from TNC's and have not recovered. In 2017, the Flex Fare Pilot was started, which saw immediate impacts for the taxi industry. New business was able to be attracted to taxis such as the Access A Ride program, corporate travel accounts and non-emergency medical transportation. Markets that have previously stayed away from taxis due to the inability of competitive prearranged pricing.

Curb has also helped bring consumer rides through our Curb app and partnerships and notable TNC's and other partners through the integration into our network. From March of this year, about 10 to 15 percent of rides were e-hail, which are rides the industry would have not captured without its flexibility in pricing and could have been distributed to other service classes.

The reason why the Council should avoid setting higher pay rates for taxis are routed in fairness, market competition and the impact of drivers. To reiterate some key points, street hail volume is down 50 percent and e-hail has accounted for 10 to 15 percent of trips, which could have gone to other service classes, providing more earnings opportunities for taxi drivers. Taxis were able to get e-hail rides from rates being flexible. Without the flexibility of rates and uncompetitive environment is created, pricing taxis out of their opportunity of e-hail rides through the choice of consumers, programs and rides from partners.

Lastly, drivers have a freedom of choice when deciding –

SERGEANT AT ARMS: Your time has expired.

CHAIRPERSON BROOKS-POWERS: Thank you. We ask that you submit your remaining testimony in writing. Thank you for your time.

DOREL TAMAM: Thank you.

CHAIRPERSON BROOKS-POWERS: Next we will hear from Lhakpa Dhondup.

SERGEANT AT ARMS: You may begin.

SERGEANT AT ARMS: I believe they left the Zoom.

CHAIRPERSON BROOKS-POWERS: Next, we will call up Yohanes Lie.

SERGEANT AT ARMS: You may begin.

YOHANES LIE: Yeah, my name is Yohanes Lie in opposition Intro. 277. I am dedicated Yellow Cab driver and appreciate Curb for keeping me busy with rides day and night. The street hail business has been slow lately, so I'm glad I can keep working through Curb during the slow times. I'm excited to see how Curb will innovate and keep with other ride share apps. Curb is already showing they care about driver by offering good support, engagement and business consistently. Thank you.

CHAIRPERSON BROOKS-POWERS: Uhm, next we will hear from Akouete Afandalo.

SERGEANT AT ARMS: You may begin.

AKOUETE AFANDALO: My name is Akouete Afandalo in opposition of Intro. 277. I've been a taxi driver for about 20 years of experience. I strongly support Curb and it's positive impact on our industry. The tradition of E-hail office true curb as improved our 1480 by reducing [INAUDIBLE 05:06:12] and the need to sit for street hails. The ability to accept or decline e hail office is valuable giving us the possibility to manage our term effectively.

During challenging times, Curb fare have been a lifeline for drivers like myself, providing adequate income when traditional business was scarce. Curb is fair and trustworthy. With all necessary information such as pick up times, ETA's, fares and addresses clearly displayed. This transparency enhances trust and ensure a smooth experience for both drivers and passengers. From my experience, I can confidently say that curb is highly beneficial for the taxi industry. New Yorkers benefit from having Curb as a deliver e-hail option ensuring service and taxi drivers. Thank you.

CHAIRPERSON BROOKS-POWERS: Thank you. Next we'll hear from MD Karim.

SERGEANT AT ARMS: You may begin.

MD KARIM: Good afternoon. My name is MD Karim in opposition of Intro. 277. As a veterans NOAC taxi driver since 2014, I have extreme significant business growth since Curb introduced e-hail. Curb has been positive for the industry, allowing me to earn over 400 [INAUDIBLE 05:07:59]. Providing with the option to e-hail taxi rides. It has been invaluable, especially in light of competition from Uber and Lyft, Curb fare and provide additional earning opportunities alongside traditional e-hails.

Offering NYC businesses choice between Uber and Lyft and Curb has been beneficial for both drivers and riders alike. Thank you.

CHAIRPERSON BROOKS-POWERS: Thank you. Next we will hear from Ugyen Pema.

SERGEANT AT ARMS: You may begin.

SERGEANT AT ARMS: He has left the Zoom.

CHAIRPERSON BROOKS-POWERS: Next, we’ll hear from Setan Deki.

SERGEANT AT ARMS: You may begin.

SERGEANT AT ARMS: They left the Zoom as well, oh, actually sorry.

SETAN DEKI: Good afternoon and thank you Chairwoman Brooks-Powers and members of the Transportation Committee. My name is Setan Deki and I am a Tibetan New Yorker living in Queens New York City. I also work at a company capital, a nonprofit city of five that serves many New York City small businesses from the Himalayan region.

Today, I am here to testify in support of Intro. 100 from Council Member Julie Won to make Losar a holiday for alternate side parking. Losar marks the beginning of the Lunar New Year, a time of renewal reflection and connection with family and community. As a Tibetan, this holiday is not just a day of celebration. It represents our heritage and the values we hold dear. Additionally, many of the small businesses I work with are owned by individuals who celebrate Losar. These entrepreneurs bring unique products, services, and cultural experiences to our neighborhoods. However, during this festive time, they often face a challenge of managing parking regulations. By designating Losar as an ASP holiday, we can alleviate some of the stresses associated with parking, allowing families and community members to celebrate without the added concern of moving their vehicles. I would also like to take a moment to thank Chairwoman Brooks-Powers for co-sponsoring this bill. Your support demonstrates your commitment to our community and our cultural diversity and we are grateful to have you as a champion for our voices.

In conclusion, I urge you to support this bill and help ensure that Losar is officially recognized by our city. By doing so, you not only honor our traditions but also strengthen the fabric of our diverse community. Again, thank you for your time.

CHAIRPERSON BROOKS-POWERS: Thank you. Next, we will hear from Nicole Salk.

SERGEANT AT ARMS: You may begin.

NICOLE SALK: Okay, thank you so much. I am testifying regarding Intro. Number 276. I am a staff attorney at Brooklyn Legal Services, which is part of Legal Services NYC. As part of my work, I regularly represent Uber and Lyft drivers in obtaining unemployment benefits and during the pandemic, our office and the New York Taxi Workers Alliance, many whose members testified today, brought litigation which resulted in approximately 68,000 Uber and Lyft drivers receiving state unemployment insurance at the full rate of payment for employees. Many of the drivers we represent have been unfairly deactivated from their companies platforms without notice, without any effective means to challenge the deactivation, as has also been testified to by numerous drivers.

Painfully so, really sad to hear these incredibly horrendous stories where drivers are losing their livelihoods. They often do not know exactly why they are deactivated. They have told me about drunk and unruly passengers who they believe may have made complaints about them to the company. Sometimes drivers may be deactivated when a customer complains about a driver refusing to violate a traffic rule, such as an illegal U-turn. I had one female driver who believes she was deactivated after a customer complained to the company when she refused a sexual advance.

Our driver clients assume that there must be something they can do to challenge these unfair deactivations. Unfortunately, they have few rights to challenge, as you've heard. They are devastated when I inform that there really is nothing we can do since the company has the deactivate them for almost any reason. Yes there is an arbitration process. That was a process developed by Uber and a drivers union, which was and may still be funded by Uber.

However, Uber ultimately controls who is eligible to go to arbitration on a case by case basis. This Uber controlled process resembles the grievance process provided by many other companies where the corporation ultimately –

SERGEANT AT ARMS: Your time has expired.

CHAIRPERSON BROOKS-POWERS: Thank you. We ask that you submit the rest of your testimony written. Thank you.

NICOLE SALK: Thank you.

CHAIRPERSON BROOKS-POWERS: Next, we'll call up Israel Asavato(SP?).

SERGEANT AT ARMS: You may begin.

ISRAEL ASAVATO: Good morning, uh good afternoon.

CHAIRPERSON BROOKS-POWERS: Israel, you went out for a second. Go ahead, I'll give you your three seconds back.

ISRAEL ASAVATO: Can you hear me.

CHAIRPERSON BROOKS-POWERS: Yes.

ISRAEL ASAVATO: Okay, I've been driving in the For-Hire Center for nine years and four months and even though I have never been deactivated, I support Intro. 276 because it provides a transparent process for drivers such as myself. In our current state, we are all one ride away from deactivation. From the wealthiest to the poorest riders rely on drivers all the time to reach certain perks and benefits from the companies. After six years of being on the Uber platform, in February of this year, my account was blocked for 48 hours preventing me from earning because a rider accused me of being under the influence. I don't drink alcohol or use drugs and thank God I have an interior dash cam to prove that. I encourage all drivers to get a dual dash cam. We the drivers are the ones that bail all the operational expenses to work in this industry and these companies should not be able to block or deactivate any driver without proof.

Off the topic, I just want to mention these things. These companies classify us as independent contractors. If we are truly independent contractors, then why aren't we provided with the pick up and drop off details before accepting the trip. Why are we penalized through an acceptance rate when we don't accept a trip? Shouldn't we be able to accept trips we want and refuse trips we don't want? Why is our acceptance and capsulation rate monitored? Thank you for having me and have a great day.

CHAIRPERSON BROOKS-POWERS: Thank you. Next we will call up Glenn Velafsky(SP?).

SERGEANT AT ARMS: You may begin.

CHAIRPERSON BROOKS-POWERS: Glenn Velafsky?

SERGEANT AT ARMS: You are unmuted Glenn. Glenn, we can't hear you.

CHAIRPERSON BROOKS-POWERS: We'll come back to Glenn. We have in the room Mohamed Mohamed.

MOHAMED MOHAMED: Hi, my name is Mohamed Mohamed. I am an Uber and Lyft driver for ten years and also, I am a member in NYTWE.

Dear Council Member, by passing bill number 276, justice will be achieved for the driver as a result of malicious or false report. Passing Intro. 276 will achieve psychological and mental safety for the driver. Making his performance on the road more safer. It is not fair to the driver to spend money to obtain TLC license and go to school and be a professional driver for many years. And when he think to have TLC cars for more than 50,000 or 60,000 and make the payment in five years and Uber accept to affiliate it, then Uber deactivated him without notification by a false report from one of those passengers.

I have here many, many sad stories through many drivers at LaGuardia Airport. They've been deactivated, unfairly deactivated. Thousands of drivers have been deactivated. I have also – I came today to explain the importance of bill 276 for the driver, even though I am not deactivated. I want to update my car and I worry about to update my car because of the unfair deactivation or the lockout. We have temporary lockout. I can say it's not lockout, it's a temporary deactivation. The lockout now its temporary deactivation.

So, if we open now, like I'm working for Lyft, a driver working for Lyft and you can see he cannot go online because he got a temporary deactivation which is lockout. So, please, I'm coming here to confirm and support 276. Thanks so much.

CHAIRPERSON BROOKS-POWERS: Thank you. We'll try to get Glenn Velofsky again.

SERGEANT AT ARMS: Glenn, you're unmuted. Can't hear you Glenn.

CHAIRPERSON BROOKS-POWERS: Is he on?

SERGEANT AT ARMS: Yes, he's on. Glenn, you're unmuted.

CHAIRPERSON BROOKS-POWERS: Alright, we'll give it a minute, we have another member of the public in person that we'll call up shortly. We are now calling up Nima Sange Sherpa.

UNIDENTIFIED: I'm talking on behalf of him. My name is Nima Sange Sherpa. His story is that he was driving with Uber a long time ago. In 2020, he was driving on a highway. He has a [INAUDIBLE 05:19:15] in his eyes and he has to brake it because traffic was very bad. So, passenger filed a complaint that driver is sleepy. So, they deactivated him. After that, he talked to them, he explained them. Next day, they opened his app and he started working again. After a couple of months, he was taking a passenger to JFK Airport. The girl was sitting behind the seat, she moved to the front and she started playing with the radio and she distracted him and they passed the yellow light and then they filed a complaint and since 2020, they permanently got deactivated. That's basically the story. So, he's been waiting the last 40 years to be activated, to reactivate and they're saying it is very unfair. They should be such an independent, the judge should decide, call both party and they should decide if he's guilty or not guilty and they should not have to deactivate driver like this. That's it. Okay, thank you.

CHAIRPERSON BROOKS-POWERS: Thank you. Can we see if Glenn Velafsky is available again?

SERGEANT AT ARMS: Glenn if you're on, you may begin.

SERGEANT AT ARMS: Glenn, we can't hear you.

CHAIRPERSON BROOKS-POWERS: If we have inadvertently missed anyone that has registered to testify today and has yet to have been called, please use the Zoom hand function if you are testifying remotely and you will be called in order that your hand has been raised. If you are testifying in person, please come to the dais.

SERGEANT AT ARMS: Glenn, you're unmuted. Unfortunately, we can't hear you.

CHAIRPERSON BROOKS-POWERS: If there's technical difficulties with Glenn, we ask that you submit your testimony in writing for the record.

With that, we thank everyone who took part in today's hearing and we look forward to continue discussions around these very important topics.

SERGEANT AT ARMS: Oh Chair?

CHAIRPERSON BROOKS-POWERS: Yes.

SERGEANT AT ARMS: Someone has their hand up. Uhm, Ugyen Pema.

CHAIRPERSON BROOKS-POWERS: Can you repeat the name?

SERGEANT AT ARMS: Ugyen Pema.

CHAIRPERSON BROOKS-POWERS: Ugyen Pema, okay.

SERGEANT AT ARMS: Yeah, I'll unmute you now.

UGYEN PEMA: Hello.

SERGEANT AT ARMS: Hello, you are unmuted.

UGYEN PEMA: Okay, hi, good afternoon. Thank you Chairwoman Brooks-Powers and members of the Transportation. My name is Ugyen and I'm a Tibetan New Yorker. I live in New York more than 26 years and I live in Jackson Heights Queens. I'm a taxi owner driver. I drive more than 20 years and I'm here to support the Introduction under Council Member Julie Won to make Losar a Tibetan New Year holiday for alternate side suspended. So, I would like to thank Julie Won. And then Tibetan New Year is actually very important for Tibetan and Sherpas from Nepal. And then I'm also part of the India. We have a lot of people in New York City. So, we would like to celebrate with the families and especially the first day we build monastery, temple, do the prayers and just like other communities who celebrate Eid, Christmas, or other holidays. So, we want not to worry about getting a parking ticket or move the car to the other side, so we could have piece of mind. So, I would like to I mean, I would very appreciate that you pass this bill.

And another thing is I'm a taxi driver is though I have the city and TLC, I want to request that in New York City there's disruption with the doorman and the drivers. Some of the drivers, they made a group app so they could have a connection with a lot of doormen, especially in Manhattan midtown hotels. So, to get a job, to have a job like LaGuardia, we have to pay $6.00 to doorman. $10, $12 at JFK and then –

SERGEANT AT ARMS: Your time has expired. Thank you.

CHAIRPERSON BROOKS-POWERS: Thank you. We ask if you would like, you can submit written testimony for the remainder of your statement. Again, if we have inadvertently missed anyone that has been registered to testify today and has yet to have been called, please use the Zoom hand function if you are testifying remotely and you will be called in the order that your hand has been raised.

If you are testifying in person, please come to the dais.

Hearing none, we will now adjourn this hearing. We will close out this hearing. Thank you and have a great day. [GAVEL]

C E R T I F I C A T E

World Wide Dictation certifies that the foregoing transcript is a true and accurate record of the proceedings. We further certify that there is no relation to any of the parties to this action by blood or marriage, and that there is interest in the outcome of this matter.

Date October 20, 2024

EXHIBIT 7

Testimony of Andrew Greenblatt, Policy Director
Independent Drivers Guild (IDG)
Committee on Transportation and Infrastructure
September 27, 2024

My name is Andrew Greenblatt, and I am the Policy Director of the Independent Drivers Guild, otherwise known as IDG. I thank the committee for this opportunity to testify about Int 276, 323 and 100 today.

The IDG is a nonprofit affiliate of the International Association of Machinists and Aerospace Workers (IAMAW). Our organization represents over 140,000 for-hire vehicle drivers in New York State and 300,000 in Connecticut, Massachusetts, New Jersey, Florida, and Illinois. The IAMAW is the only union to successfully organize black car workers in New York City and has been doing so for over a quarter of a century.

Int 276 would replace a hard-fought grievance procedure negotiated by the International Association of Machinists and Aerospace Workers (IAMAW) with a weaker process run by the city. This is an unprecedented assault on organized labor and we urge every Councilmember to loudly oppose it.

The Machinists originally negotiated the current system, which is now run by their affiliate, the Independent Drivers Guild (IDG). Organized labor routinely negotiates fair grievance procedures for their workers. We are unaware of any time in New York City history when the city stepped in and replaced an existing grievance procedure that was hard-won by the workers. The city should not start now. Workers in an industry know what works for them better than any agency required to regulate all kinds of work ever could.

The Current System is Better Than the One Proposed In A Number of Ways

Any rideshare driver in New York who Uber or Lyft has deactivated has a right to be represented by trained advocates in our organization. In cases where there is a disagreement, the driver can appeal all the way up to a worker panel run by a third-party arbitrator from the American Arbitration Association. Since 2016, we won 100% of the cases we've brought before the panel. The only drivers who don't go back to work, about 20% of those who begin the process with us, either find other work before reaching the appeals panel, or have acted in a way that should disqualify them from working in this industry. The current procedure is fair, effective and costs taxpayers nothing.

Furthermore, nearly half of the drivers who are deactivated are deactivated because their rating has dropped below 4.75 out of 5.0. In those cases, IDG refers those drivers to one of our weekly professional development classes. Under our agreement with the companies, those drivers are back to work, as of right, as soon as they present their certificate of completion through our online platform. Int 276 has no provision for professional development.

Deactivating a driver can have devastating consequences for a driver and their family. Drivers often go into debt to buy a vehicle, get the needed permits and insurance, etc.

Currently, when drivers are deactivated, they are represented for free by trained worker advocates from the moment they contact us until final disposition before an arbitrator. Under the bill, drivers who are deactivated would be left on their own to navigate a complex two-tiered system administered by a city agency they are unfamiliar with, the Department of Consumer and Worker Protection. Almost all workers would be left to defend themselves in an arbitration process. Those who had somehow opted out of arbitration beforehand when clicking “accept” to the terms and conditions of the app enter a different but equally complicated system run by department “fact-finders.” This system will not work for drivers, 91% of whom are immigrants, and 100% have never faced this process.

Int 276 has one provision dealing with lockouts that looks appealing but ultimately would lead to a single company monopoly in New York City. It would give the company with the larger market share an ever-increasing advantage. Under the existing TLC minimum wage regulations each company must maintain a certain utilization rate, about 58% of the drivers’ time must be spent on trips. Smaller companies can only provide timely service to their customers by “sharing” drivers with the market leader. Under the current regulations, and if Int 276 passes, smaller companies would have to keep cutting back on their drivers, thus increasing wait times for passengers until the company is no longer viable. No new company could ever get enough drivers to hit the utilization rate.

A better solution is the same one discussed in more detail below concerning lease rates, limiting the number of drivers allowed to work for any and all HV-FHV companies. The TLC could allow new drivers to enter the market whenever the utilization rate rose too high and passenger wait times were too long. This would end lockouts once and for all without driving any company out of business and allowing new companies to draw on the entire pool of drivers on day 1.

Replacing a successful, worker-friendly, union-won grievance procedure with a city agency that leaves workers to fend for themselves at a time of great distress is bad for workers, bad for organized labor, and bad for the city’s taxpayers. The City Council should not destroy important worker protections won by a labor union. Instead, we look forward to working with Councilmembers who truly care about these workers to enact solutions that work.

Int 323 would require the Taxi & Limousine Commission to set limits on how much companies could charge For Hire Vehicle Drivers to lease or rent vehicles with TLC plates. These rates are currently too high, starting at more than $400 per week for the most basic car and going up sharply from there. Drivers who rent these cars end up earning less than the minimum wage after paying these exorbitant fees, but for many, it is their only chance to get on the road and earn some money. Capping these fees would undoubtedly help, and IDG supports this bill.

But while this bill would go part way toward dealing with this problem, there is a much better solution. Companies can charge these fees because the TLC limits how many plates are available. This creates a monopoly that keeps new drivers from getting their own cars, which is a much better deal for them. Instead, the TLC should eliminate this cap. When they recently did this for electric and wheelchair-accessible vehicles, over 8,000 drivers applied for plates in a matter of days. Drivers stuck renting FHV or yellow medallion vehicles spoke loud and clear, “Let us own our cars!” The TLC was forced to end the new permits when they were sued by the New York Taxi Workers Alliance, a group that represents medallion owners who had much to lose if those who rent their vehicles could instead own their own.

Flooding the streets with thousands of new vehicles and drivers would, however, push down driver pay. More drivers sharing the same number of trips means fewer trips per hour for each driver. Therefore, the best solution is for the City Council to require the TLC to cap the number of drivers who can work with high-volume FHV app companies to a level that supports the minimum wage regulations while providing quality service for passengers. In short, limiting plates takes money out of drivers' pockets and puts it into the pockets of medallion owners and leasing companies. Limiting the number of drivers leaves the money in drivers' pockets where it belongs.

Int 100 would suspend alternate-side of the street parking regulations during Losar. IDG represents many drivers from the region that celebrates this holiday (Tibet, Bhutan, Nepal, India), and we ask you to support this bill. It would not only honor this important part of the New York City demographic mosaic, but would also allow people to celebrate the holiday more easily with their families and community.

For more information:

Andrew Greenblatt
andrew@idgbenefits.org
[redacted]

EXHIBIT 8

New York Taxi Workers Alliance

AFL-CIO, Intl. Transport Workers' Federation

31-10 37th Avenue, Suite 300, LIC, NY 11101

Phone: 718-706-9892 E-mail: Media@nytwa.org / www.nytwa.org

September 30, 2024

Honorable Transportation Committee Chair Selvena N. Brooks-Powers
250 Broadway, Suite 1865
New York, NY 10007

Dear Council Transportation Committee Chair Brooks-Powers and Members of the Committee:

Greetings. On behalf of the 28,000-plus members of the New York Taxi Workers Alliance, I submit this comment:

- In support of Int. 276-2024, regarding the wrongful deactivation of For-Hire Vehicle drivers, and Int. 323-2024, which establishes maximum rates for the leasing, rental, lease-to-own and conditional purchase of for-hire vehicles.
- In opposition to Int. 939-2024, which would allow commuter vans to accept hails from prospective passengers in the street, at a time when yellow cab trips remain at almost half of what they were before the pandemic.
- Requesting that the City Council refrain from taking further action on Int. 277-2024, relating to taxicab driver pay for electronically dispatched taxicab trips, until more data can be collected.

<u>NYTWA Supports Int. 276, regarding the wrongful deactivation of For-Hire Vehicle drivers.</u>

For years, app-based drivers in New York have been routinely deactivated – suspended or fired, blocked from the app and unable to receive jobs – without a fair reason, without notice, and without the right to an independent appeal process that is not controlled by the companies themselves. Overnight, drivers are pushed into financial ruin, left without income, and with high vehicle-related expenses still on their backs.

From the get-go, the process is stacked against drivers. Unlike traditional workers, app-based drivers have no access to a manager or supervisor; once drivers are deactivated, they struggle to have any meaningful contact with the companies. Lyft no longer even has an in-person office for drivers in NYC. In many cases arising from customer complaints, drivers don't know why they've been fired, making it impossible for them to challenge their firings, even if a fair process for such challenges existed. Companies often refuse to give drivers any details about a complaint that would allow them to even know what trip or trips formed the basis for their discipline.

What's more, the companies often rely solely on customer complaints to deactivate drivers, regardless of whatever evidence a driver may have to the contrary, like footage from a dashboard camera. Drivers report being deactivated when they:

- Were assaulted by passengers, yet passengers complained to the companies about driver conduct.

- Were accused of drunk driving, even where such drivers were observant Muslims who never drink and no complaints were made to law enforcement.
- Refused to perform illegal turns or drop-offs at the passenger's request.

Such patterns are consistent with company practices elsewhere in the U.S.[1]

Legislation protecting drivers from being fired without a fair reason is essential to ensure a just and equitable termination process that protects drivers against having their jobs arbitrarily taken away from them and subjecting them to overnight loss of income and saddled in debt.

In line with City law for fast food workers, Int. 276 makes it unlawful for High-Volume For-Hire Vehicle ("HVFHV") companies such as Uber and Lyft to fire drivers without a good reason and, in most cases, without advance notice. Int. 276:

- Requires companies to provide written statements explaining the reasons for deactivation and informing drivers of the right to challenge their deactivation.
- Allows drivers to challenge their deactivations in fair hearings.
- Provides a 14-day upfront period for informal resolution.
- Prohibits HVFHV companies from deactivating drivers without a bona fide economic reason, in line with City law for fast food workers.
    - Such a standard is essential to giving the law meaningful protection. Without this standard, any firing could pretextually be called an economic layoff.
- Provides for remedies where a driver has been deactivated without good cause, including reinstatement, backpay, and civil penalties.
- Allows for review of previous deactivations within the past 6 years, in line with state statutes of limitation for labor law and contract violations.

These protections are particularly important for For-Hire Vehicle drivers, as the effect of unfair firings has more dire consequences for FHV drivers than other workers. Drivers are not only left without income, but, because they must cover their driving expenses themselves, are often saddled with continuing debt from long-term vehicle and insurance payments that often continue even after they are unable to work.

What's more, although studies indicate[2] that passenger bias often factors into customer complaints and driver deactivations, drivers lack any independent remedies when they are deactivated unfairly; driver contracts don't require any proof for driver deactivations. Due process for allegations of misconduct, however, is par for the course in the Taxi/FHV industry. The Taxi and Limousine Commission ("TLC") has always had to prove violations for TLC license suspensions and revocations at an OATH administrative hearing; as HVFHV companies command the vast majority of market share[3], deactivation from a private company is as significant as losing one's TLC license entirely, and similar due process should be established.

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[1] "Fired by an App," Asian Law Caucus and Rideshare Drivers United, February 2023, available at https://www.advancingjustice-alc.org/media/Fired-by-an-App-February-2023.pdf.
[2] "Fired by an App," Asian Law Caucus and Rideshare Drivers United, February 2023, available at https://www.advancingjustice-alc.org/media/Fired-by-an-App-February-2023.pdf.
[3] Uber has a 74.7% market share of ride hailing apps in New York City, while Lyft has the remaining 25.3%; meanwhile, Uber and Lyft combined have a 86% market share of the entire taxi and for-hire vehicle industry in New

Through recent legislation[4] on unwarranted firings of fast food workers, the City Council has shown that just cause protections for workers are just, necessary, and pass legal muster.[5]
You may hear directly from the Independent Drivers Guild ("IDG"), a company-funded union of sorts[6], that Int. 276 is not only unnecessary but harmful to an existing so-called "grievance procedure." These claims are simply untrue: Int. 276 has no impact on any existing appeal or grievance process; drivers who wish to use any existing deactivation appeal process would remain free to do so. However, it is notable that IDG is protesting because they provided what Uber describes as input on an Uber-controlled driver-appeals process–a process restricted to only those cases that Uber allows it to hear[7]. This process is individualized, private, and not even available for all cases. For example, drivers cannot even begin this process if they have been accused of allegations related to safety, a concept that the companies define so broadly as to cover many allegations related to driving or customer interactions. Among other possible exclusions, it does not cover:

- Drivers who have been assaulted by their passengers cannot access the appeals process if they face the mere allegation of assault.
- Drivers who have been falsely accused of driving while intoxicated, perhaps because, as Uber acknowledges, "[s]mells of alcohol or drugs—even if left by riders—can be interpreted as impairment and also lead to such reports."[8]

Whatever agreement created this Uber-IDG process is not public; it does not appear that drivers have any right to notice or back pay, and it is not clear what standard they must prove to get their job back, assuming they can even get in the door. Notably, despite holding a rally before the public hearing held on Friday, September 27th, no driver testified at the hearing in support of Uber's existing process, nor were IDG staff available to answer questions or provide explanations regarding how the process works. Instead, a number of drivers testified about how the IDG process had failed to work for them. Although IDG staff chose not to participate in the hearing, prior testimony from IDG staff before City government corroborated drivers' testimonies that the current IDG-Uber process is insufficient.[9]

Real workers' rights are enforceable, hold the company to account, and can't be taken away at the company's whim. In line with the Council's protections for fast food workers, these rights

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York City. *See Taxi and Ridehailing Usage in New York City* (date accessed: September 30, 2024), available at https://toddwschneider.com/dashboards/nyc-taxi-ridehailing-uber-lyft-data
[4] Local Law 1 of 2021, available at https://legistar.council.nyc.gov/LegislationDetail.aspx?ID=3860321&GUID=76C5427B-7B33-4E55-AA73-37345B8ABEEF&Options=ID|Text|&Search=1396.
[5] *See Rest. L. Ctr. v. City of New York*, 90 F.4th 101 (2d Cir. 2024) (upholding New York City's Wrongful Discharge Law for fast food workers).
[6] https://www.nytimes.com/2017/05/12/business/economy/uber-drivers-union.html
[7] https://www.uber.com/blog/new-york-appeals/ (stating that "certain deactivation decisions, especially those related to zero tolerance violations, are not eligible for appeal" and that "[u]ltimate determination of eligibility will be determined by Uber on a case-by-case basis.")
[8] https://www.uber.com/us/en/drive/safety/deactivations/
[9] *See* Transcript of Minutes of the Taxi and Limousine Commission Hearing (Oct. 3, 2018) colloquy between then-TLC Chair Meera Joshi and IDG staff Aziz Bah, at pp. 262-64 (reflecting Mr. Bah's testimony, in response to the question of "what is IDG's agreement with Uber regarding deactivation?" that "There is a proper deactivation process going on but the system is not fair…. [Uber is] not giving everyone a fair hearing, and that's our issue… We just want it to be fair across the board, and we want every single driver, actually, to have access to that hearing. We're not saying everyone is going to get reactivated, but hear everyone's story. You can't just deactivate the driver without them even knowing why they're getting deactivated.")

and a fair and impartial process must be codified to truly protect workers. Drivers deserve job security that is rooted in law.

NYTWA Supports Int. 323, which establishes maximum rates for the leasing, rental, lease-to-own and conditional purchase of for-hire vehicles.

NYTWA supports the passage of Int. 323. In recent years, a market for the financing and leasing of For-Hire Vehicles has grown to a scale not previously seen. Despite repeated calls to regulate the FHV leasing market, TLC has yet to do so. There is currently no regulation of the financial terms for the TLC-FHV leasing market, meaning there are no limits to how much FHV dealers may charge drivers for the sale or lease of a FHV. Where regulation of expenses has, in the taxi sector, always been a crucial part of the formula that ensures decent pay rates are not entirely consumed by a driver's expenses, no such rules exist in the FHV sector.

The TLC must regulate TLC vehicle owners to protect drivers from subprime auto lenders, opaque billing practices, and exorbitant lease rates. The TLC currently requires taxi lessors to limit the costs they may charge per week and limit the total sales costs for taxicab vehicles. These costs are limited to $42,900 for sale of a vehicle (at a maximum of $275 per week), and rates for leases that amount to a $48/day cost for daily or weekly lease of the taxicab (not counting medallion lease costs). *See* 35 RCNY § 58-21(c); *Metro. Taxicab Bd. of Trade v. N.Y.C. Taxi & Limousine Comm'n*, 2009 NY Slip Op 29474, ¶ 11 (Sup. Ct.) (noting that the "portion representing the rental of the vehicle itself" was set at $24 per 12-hour shift). In contrast, the TLC has let the leasing costs of TLC-licensed FHVs remain entirely unregulated. The result is predictable, exorbitant fees for vehicles that have been in place for years. Drivers have been made to pay over $68,000 for Toyota Camrys. Current lease rates for Toyota Camrys "start at $390." *See* https://www.fasttrackleasingllc.com/vehicles-pricing/. There is simply no reason why the TLC would limit payment for a yellow Toyota Camry to $275 a week while placing no limit on the costs for a black Toyota Camry– this hole in TLC's regulatory scheme needs to be plugged immediately. Int. 323 would require the TLC to do exactly that.

NYTWA opposes Int. 939, which allows commuter vans to accept hails from prospective passengers in the street, at a time when yellow cab trips remain at almost half of what they were before the pandemic.

NYTWA opposes the passage of Int. 939, which would allow commuter vans to accept street hails anywhere in the city – a right historically reserved exclusively for yellow cabs. In the past decade, the yellow cab sector has been roiled by one devastation after another, from the unlimited entry of Uber and Lyft to the medallion debt crisis to the Covid-19 pandemic. These interrelated crises have left many yellow cab drivers locked into poverty, with no clear way to exit, as many drivers are stuck with ballooning debt while making less and less money. Such economic consequences cannot be taken lightly: just five years ago, a string of drivers died by suicide because of the poverty and debt caused by the collapse of the yellow cab sector. This cannot be allowed to happen again.

The consequences of allowing commuter vans to compete with yellow cabs for the same, limited number of trips is clear: yellow cab drivers, who are already struggling to survive post-pandemic, will be pushed further into poverty. While other sectors in the for-hire vehicle industry have experienced a more robust recovery post-pandemic, yellow cabs have been left behind, and are doing just a fraction of the trips they once did.

The numbers are stark. Before the pandemic, in February 2020, yellow cabs did 217,216 trips a day; in July 2024, the most recent month for which there is data, yellow cabs performed just

97,930 trips a day. *See Taxi and Ridehailing Usage in New York City* (date accessed: September 26, 2024), available at https://toddwschneider.com/dashboards/nyc-taxi-ridehailing-uber-lyft-data/. This is just 45% of the trips they performed before the pandemic, and 19.7% of the trips they performed before the entry of Uber and Lyft (compare 497,661trips performed in March 2014 to 97,930 trips performed in July 2024).

Meanwhile, drivers have returned at a much faster rate than trips: the number of active vehicles per day is now at 75% of pre-pandemic levels (compare 7,779 active vehicles per day to 10,349 active vehicles per day in February 2020). As a result, individual drivers have seen their income plummet: where once a yellow cab driver could expect, on average, 21 trips a day, now the average is 12.6. This 40% reduction in trips, of course, comes with an equivalent reduction in income.

Meanwhile, as trips and income are down, drivers are facing rising costs. While many drivers benefited from the City's Medallion Relief Program, which sought to address the medallion debt crisis, hundreds of drivers have yet to receive debt relief because their lenders do not want to participate directly in the program. As a result, drivers are left with loans as high as $700,000 for an asset that is being sold for, at most, a fraction of that.

Further, a recent court order in a federal lawsuit means that all yellow cabs must be wheelchair accessible vehicles. *See The Taxis for All Campaign, et al v. TLC, et al*, 11-cv-0237-GBD (S.D.N.Y.), Dkt. No. 343, Memorandum Decision and Order (Aug. 29, 2024). Despite not being a party in the lawsuit, medallion owners are the parties solely responsible for vehicle costs – and operating a wheelchair accessible vehicle doubles the initial cost of purchasing a vehicle from approximately $40,000 to $80,000 per vehicle, while also increasing maintenance and operational costs. Many drivers report that they simply cannot afford these costs, and will be forced to give up their medallion or go into bankruptcy. While the Taxi and Limousine Commission must comply with the court order, they're also inexplicably attempting to worsen this crisis by proposing rules that remove an existing hardship exemption that gives drivers additional time to save up to afford the purchase of a new wheelchair accessible vehicle. See *Proposed Rule for Public Hearing – 100% Wheelchair Accessible Vehicles (Taxis) – October 10, 2024 at 10:00 am*, available at https://www.nyc.gov/site/tlc/about/proposed-rules-pilot-programs.page.

Just three years after going on hunger strike to demand the City address the humanitarian disaster created by medallion debt, yellow cab drivers are, once again, facing a crisis of poverty. If the Council passes Int. 939, and reduces the limited trips currently available for yellow cab drivers, they will be worsening this crisis at a time when yellow cab drivers simply cannot afford another reduction in income. NYTWA urges the City Council not to take such a damaging step; NYTWA oppose Int. 939.

NYTWA requests that the City Council refrain from passing Int. 277, relating to taxicab driver pay for electronically dispatched taxicab trips, until more data can be collected.
NYTWA requests that the Council refrain from passing Int. 277 until more data about e-hail trips can be collected about how e-hail trips impact driver income. On August 14, 2024, the TLC adopted a package of rules that require e-hail providers to disclose comprehensive information about e-hail trips to drivers, including how much the passenger pays. NYTWA respectfully requests that the City Council wait for this rule change to be implemented so that drivers and their advocates can use the information gathered from trip receipts to develop a more complete understanding of the current dynamics of e-hail trips prior to passing any legislation.

As described more completely in the New York Taxi Workers Alliance's October 2023 testimony before this Committee, the information currently available about e-hail trips is summarized in the TLC's reports on the Flex Fare Pilot Program, which have significant methodological flaws and thus reach faulty conclusions. In short, the TLC's report fails to come out and say that, on average, most e-hail taxi trips pay less per-mile than conventionally hailed trips even though that is what the data from the report shows. *See* Taxi and Limousine Commission's September 2023 Flex Fare Report at 3, Table 1; Table 2 (showing the average driver revenue per mile for Curb, the e-hail provider who dispatched the large majority of e-hail trips, was $4.14, which is less than the average driver revenue per mile on metered trips of $4.28). Among the report's other failings: it includes data both from before and after the fare raise that occurred in December 2022, and does not distinguish between the two time periods when performing its analysis, or discuss the impact the fare raise would have on the general averages. September 2023 Report at 3. In addition, the 2023 report also inexplicably fails to compare the revenue earned via metered and e-hail trips by time, instead considering only distance. *Id.*

The TLC's newly passed transparency rules, on the other hand, give drivers and their advocates an opportunity to develop an independent analysis of the data regarding e-hail trips and driver pay, and tailor any legislative interventions accordingly. In light of the recent TLC rule change, passing Int. 277 now would be premature.

Conclusion

NYTWA appreciates the Committee's time and attention on these matters. NYTWA supports Int. 276 and 333, opposes Int. 939, and asks the Council to refrain from voting on Int. 277.

Respectfully Submitted,

Bhairavi Desai

Bhairavi Desai, Executive Director
New York Taxi Workers Alliance

EXHIBIT 9

CITY COUNCIL
CITY OF NEW YORK

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TRANSCRIPT OF THE MINUTES

Of the

COMMITTEE ON TRANSPORTATION AND INFRASTRUCTURE

------------------------ X

December 18, 2025
Start: 11:46 a.m.
Recess: 11:50 a.m.

HELD AT: 250 BROADWAY - 8TH FLOOR - HEARING ROOM 2

B E F O R E: Selvena Brooks-Powers, Chairperson

COUNCIL MEMBERS:

Joann Ariola
Chris Banks
Carmen N. De La Rosa
Amanda Farías
Farah N. Louis
Mercedes Narcisse
Julie Won

OTHER COUNCIL MEMBERS ATTENDING:

Shekar Krishnan
Erik D. Bottcher
Simcha Felder

SERGEANT-AT-ARMS: Good morning. This is a microphone check for the Committee on Transportation and Infrastructure. Today's date is December 18, 2025, located in Hearing Room 2, recording done by Pedro Lugo.

SERGEANT-AT-ARMS: Good morning, and welcome to the New York City Council vote of the Committee on Transportation and Infrastructure.

At this time, can everybody please silence your cell phones, and no one is to approach the dais.

Chair, we are ready to begin.

CHAIRPERSON BROOKS-POWERS: [GAVEL] Good morning, and welcome to this hearing of the Committee on Transportation and Infrastructure. I'm Selvena Brooks-Powers, Chair of the Committee.

Today, we will be voting on Proposed Intro. Number 1000-A, sponsored by Council Member Brannan.

All right. I'm going to do that again.

So good morning, and welcome to this hearing of the Committee on Transportation and Infrastructure. I'm Selvena Brooks-Powers, Chair to the Committee.

Today, we will be voting on Proposed Intro. Number 276-A, sponsored by Council Member Krishnan, which is in relation to the wrongful deactivation of high-volume for-hire vehicle drivers; Proposed Intro. Number 1000-A, sponsored by Council Member Brannan, which is in relation to establishing a for-hire vehicles parking pilot program; Proposed Intro. Number 1233-A, sponsored by Council Member Bottcher, which is in relation to the planting of vegetation on the new medians separating bicycle lanes from motorized vehicle traffic; and Proposed Intro. Number 1346-A, sponsored by myself, which is in relation to requiring the Department of Transportation to study the commuter van industry.

Before Council Member Krishnan and Bottcher discuss their bills, I want to take this opportunity to discuss my bill, Proposed Intro. Number. Proposed Intro. Number 1346-A is the product of numerous commuter van working group meetings that I convened over the course of this legislative session. This working group was created to discuss the challenges facing the commuter van industry and includes commuter van operators, TLC, DOT, NYPD, taxi stakeholders, and transit unions. Together, we collaboratively worked to develop creative and effective solutions to solve these issues while receiving feedback from those directly impacted by commuter vans every day. I am proud of this legislation and believe it is a positive step toward ensuring the commuter van industry continues to grow and thrive alongside our current public transit system.

I will now allow Council Member Krishnan to provide an opening statement.

COUNCIL MEMBER KRISHNAN: Good morning, everyone. Thank you so much Committee Chair Selvena Brooks-Powers for your advocacy of this bill, Intro. 276, and for giving it a hearing, and for your work on it every step of the way to get it to this point.

Every worker in New York City deserves dignity, deserves due process, the right to notice, an explanation why they've been fired, and an opportunity to make their case. But right now, Uber and Lyft hold all the power over their drivers, drivers that make them a billion-dollar corporation. And in a matter of seconds, with no notice, no opportunity to be heard, Uber and Lyft can strip the livelihood of drivers, the vast majority of whom are immigrants and people of color. Most of them, 90 percent, will never be put back on the app. Most of them, 90 percent of them, will never get their job back when they are deactivated or fired. Now they have no way to pay off the 30,000-dollar car loan they took out to start driving. Soon, they won't be able to put food on the dinner table for their families. They won't be able to pay their rent. They won't be able to pay their mortgage. They won't be able to provide for their families. And their families are devastated. This current system is broken, and I know it in being the Council Member of Jackson Heights and Elmhurst, proudly representing the most driver residents in all of New York City. I hear their stories. Their children go to school with my children. I see them in the neighborhood, and I know that many of them, Uber and Lyft drivers from the New York Taxi Workers Alliance, are right here in this room. Thank you for your sacrifice. Thank you for what you do to keep this city moving every single day, and today we will make sure that you get the rights that you have always deserved. This is the biggest issue in crisis to hit the taxi driver population in New York City since the medallion crisis, and the current system allows Uber and Lyft to upend drivers lives in exchange for their own profits. My bill, Intro. 276, puts an end to these unfair and unjust firings, giving workers notice, just cause, and an appeals process. Basic rights, rights enshrined in our Constitution. I'm proud that this Committee is championing this bill and starting a nationwide movement to end unfair firings of app-based drivers, and that is exactly why Uber and Lyft are so afraid of what we are doing here today. We are giving power to workers and ending their control over workers. Today, we are setting an important national precedent for drivers, giving labor more power and holding megacorporations accountable. Today, we are proving once again that this is a City Council that stands up for workers and is committed to making New York City a city for working families, a city that is affordable for all. I urge my Colleagues on this Committee to vote yes for 276. Thank you, Chair.

CHAIRPERSON BROOKS-POWERS: Thank you, Council Member.

Next, I will allow Council Member Bottcher to provide an opening statement.

COUNCIL MEMBER BOTTCHER: Thank you, Chair Brooks-Powers, and thank you to all my Colleagues. So I'm proud today to bring forward Intro. 1233, a simple yet practical bill with an outsized impact on safety, public health, quality in life, and climate change mitigation. This legislation simply requires the City to include trees and other vegetation in new medians that separate bicycle lanes from car traffic. When I first took office, one of the first rallies I organized was for a protected bike lane on 10th Avenue and Lower 6th Avenue in our Districts. Today, we have those protected bike lanes. Now you could take a protected bike lane from 14th Street up to Harlem on Manhattan's West Side, but when they went to include the bike lane on 10th Avenue, they were initially not going to put any trees on the pedestrian refuge islands. That is a huge missed opportunity for climate change mitigation, for quality of life. This bill ensures that they will do that going forward. Trees and plantings are not just decorative extras, they're essential infrastructure. They clean our air, filter pollutants, they absorb storm water and reduce flooding, they increase biodiversity through native plantings that support birds and pollinators, they create safer and warm welcoming streets that people can feel proud of, and cars drive slower on tree-lined streets. We know that from much, much research. So this might seem like a modest change, but the cumulative impact will be enormous. Every planted median and every new tree adds up to a city that feels healthier, safer, and more livable. I want to thank all the Staff who helped work on this bill, and I want to thank my Colleagues for their support.

CHAIRPERSON BROOKS-POWERS: Thank you, Council Member.

COMMITTEE CLERK WILLIAM MARTIN: Good morning. William Martin, Committee Clerk. Roll call vote, Committee on Transportation and Infrastructure. All items are coupled.

Chair Brooks-Powers.

CHAIRPERSON BROOKS-POWERS: I vote aye on all.

COMMITTEE CLERK WILLIAM MARTIN: Louis.

COUNCIL MEMBER LOUIS: Aye on all.

COMMITTEE CLERK WILLIAM MARTIN: De La Rosa.

COUNCIL MEMBER DE LA ROSA: Aye on all.

COMMITTEE CLERK WILLIAM MARTIN: Farías.

COUNCIL MEMBER FARÍAS: Permission to explain my vote.

CHAIRPERSON BROOKS-POWERS: Permission granted.

COUNCIL MEMBER FARÍAS: Thank you, Chair. I vote aye on all with the exception of Intro. 276-A, in which I vote no, because as written, it does not deliver the worker protections it promises, and it comes with a significant fiscal impact of approximately 23 million annually. While I strongly support protecting app-based drivers from wrongful deactivation, this bill ultimately hands control over and the appeals process to the companies themselves, allowing them to select and pay arbiters rather than ensuring a truly independent worker-centered process. That undermines due process and fails to create a fair system drivers can trust. I gave several attempts at amendments and feedback on the bill language, fighting for the Black and Brown immigrant drivers I represent in my District, including with the Independent Drivers Guild and their members. We know deactivations and ways to keep money in the pockets of our drivers are critical issues we must continue to fight for, work I've been doing over the last four years in this Council, but given the size of the ongoing fiscal commitment and the fact that the drivers deserve to maintain their own independent worker-centered process, I believe we have a responsibility to get this right. New York City should not spend 23 million a year on a system that does not guarantee independent arbitration or meaningful worker representation. I remain committed to working with labor drivers and my Colleagues to advance a version of this legislation that is fair, accountable, and fiscally responsible, but for this version for me is not there yet. Thank you.

COMMITTEE CLERK WILLIAM MARTIN: Narcisse.

COUNCIL MEMBER NARCISSE: Permission to explain my vote?

CHAIRPERSON BROOKS-POWERS: Permission granted.

COUNCIL MEMBER NARCISSE: While I want to vote aye on 276-A, I have concern and let's be clear my father used to be a cab driver, so I understand the needs for folks to be able to work and make a living and not being deactivated for not good reason, but I'm concerned on the long-term effect and the money that's supposed to be spent and with the difficulty that in New York City, with bus lane and everything else, you know, drivers waiting for clients, there's a few things that I'm very concerning about. I hope we can continue working on this, but in the meanwhile I will vote aye with those concerns to get it out of the Committee and we look forward to continue the conversation because I have a concern on the long-term effect of this bill. And for the rest I vote aye, I mean all of them I vote aye.

CHAIRPERSON BROOKS-POWERS: Thank you.

COMMITTEE CLERK WILLIAM MARTIN: Thank you, Council Member.

Won.

COUNCIL MEMBER WON: Aye on all.

COMMITTEE CLERK WILLIAM MARTIN: Banks.

COUNCIL MEMBER BANKS: Aye on all.

COMMITTEE CLERK WILLIAM MARTIN: Ariola.

COUNCIL MEMBER ARIOLA: I am a no on Intro. 1000-A, 1233-A, and 276-A for which I align with the Majority Leader in her statement as to why and an aye on the rest.

COMMITTEE CLERK WILLIAM MARTIN: Thank you.

Following results, Proposed Introduction 276-A has a vote of six in the affirmative, two in the negative, no abstentions. Proposed Introduction 1000-A and Proposed Introduction 1233-A have seven in the affirmative, one in the negative, no abstentions. Proposed Introduction 1346-A has eight in the affirmative, zero in the negative, no abstentions. All items have been adopted by the Committee.

CHAIRPERSON BROOKS-POWERS: Please refrain from clapping. Just use the happy hands, okay.

I'd like to take a moment to first congratulate my Colleagues who are passing really important legislation today. This is actually our last time in this term having a vote, and I'm extremely proud of the work that the Committee on Transportation has been able to conduct over the course of the last two terms and I just want to thank the Members of this Committee for your advocacy, for your support, for your leadership on issues that are not always easy to move on but we have really passed some meaningful work over time and so again congratulations and to everyone that is here thank you for your advocacy and I wish you all a happy holiday. Thank you. Over and out, T and I. [GAVEL]

C E R T I F I C A T E

World Wide Dictation certifies that the foregoing transcript is a true and accurate record of the proceedings. We further certify that there is no relation to any of the parties to this action by blood or marriage, and that there is interest in the outcome of this matter.

Date December 29, 2025

EXHIBIT 10

[redacted]

From: Nick Davoli <ndavoli@uber.com>
Sent: Monday, September 30, 2024 3:46 PM
To: Testimony
Subject: [EXTERNAL] Comment of Uber USA, LLC Re: Int 276
Attachments: 2024.09.30_Uber USA_City Council Comment re_ Int. 276.pdf

[redacted]

Good afternoon,

Please see Uber USA, LLC's attached comment concerning Int 276. Int 276 was heard by The Committee on Transportation and Infrastructure on Friday, September 27, 2024.

Thank you,

Nick Davoli (he/him)
Senior Counsel - US Regulatory
ndavoli@uber.com | [redacted]

BEFORE THE NEW YORK CITY COUNCIL
COMMITTEE ON TRANSPORTATION AND INFRASTRUCTURE

Int 0276-2024: Wrongful deactivation of high-volume for-hire vehicle drivers.	Public Hearing: September 27, 2024

COMMENTS OF UBER USA, LLC[1]

Josh Gold
175 Greenwich St.
New York, NY 10001
Email: jgold@uber.com

Uber appreciates the opportunity to provide additional feedback regarding Int. 276, which aims to address the deactivation of High-Volume For-Hire Vehicle Drivers. While Uber supports the fair treatment of drivers, we have several concerns with the current language.

Int. 276 creates a complicated regulatory framework for a subset of New York City's For-Hire industry, assigns oversight to an agency without any experience dealing with the nuances of the industry, and captures temporary regulatory access restrictions.

It is critical that the agency charged with enforcing new for-hire driver protections has an understanding of the For-Hire industry. Uber submits that the Taxi & Limousine Commission (TLC), and not the Department of Consumer and Worker Protection, is best suited to implement new driver protections. Similarly, Uber suggests any new legislation apply equally to all For-Hire Vehicle bases and medallion operators, to ensure all TLC-licensed drivers are afforded the same protections, regardless of the type of services they provide.

Uber believes the intent of Int. 276 is to provide drivers with additional protections before and after their access to earnings opportunities via high-volume for-hire services is indefinitely restricted. However, as drafted Int. 276 encompasses temporary account restrictions, often caused by regulatory compliance or document expiration issues. Uber recommends that the focus of Int. 276 be narrowed to permanent deactivations that indefinitely prevent eligible drivers from driving. This change can be accomplished by revising the definition of 'deactivation' to a permanent restriction or long-term (e.g., 30 days or more) loss of platform access, and providing for an exception for any restrictions caused by documentation or regulatory compliance issues.

[1] Uber USA, LLC is a wholly-owned subsidiary of Uber Technologies, Inc. and is licensed as a High-Volume For-Hire Service in New York City.

Uber believes in transparency and, except for extreme situations, provides drivers with resources and notifications before deactivating their accounts. This includes alerting drivers that their account may be at risk of deactivation, so that they can take steps to avoid losing access. Although Int. 276 references exceptions to the required notifications for 'egregious misconduct' the term is not defined. Uber suggests egregious misconduct be defined to include conduct that endangers the physical safety of others, intentionally causes economic harm, or is physically or verbally threatening, harassing, or abusive. Moreover, it should be clear that the conduct need not occur while the driver is operating on the platform, so long as the conduct relates to the driver's fitness to provide services on the platform. Additionally, language should allow for discretionary decision making outside of the defined categories.

Uber also suggests pre-deactivation notices be limited to no more than 3 days before a driver is deactivated. As outlined above, drivers at risk of being deactivated receive notifications and are given the opportunity to change their conduct. Allowing drivers who have violated Uber's Platform Access Agreement or Community Guidelines to remain on the platform during a notice period may jeopardize the safety of other users.

In the unfortunate event that a driver is deactivated, Uber created the Driver Review Center which allows a deactivated driver to request their account receive an additional human review within one year of the deactivation. As of 2024, most submissions to the Driver Review Center are resolved within 72 hours. Since 2016, Uber's agreement with the Independent Drivers Guild (IDG) provides New York City drivers with an additional appeal process, where the IDG assists drivers in providing additional detail and nuance better explaining their case. In 2023, Uber updated the IDG process, resulting in a 20% increase in reactivations following an IDG appeal. Uber requests that the backward looking eligibility provision be removed from Int. 276.

Over the past several years, Uber has heavily invested in processes to provide drivers with information necessary to avoid account deactivation, implemented the Driver Review Center for direct driver appeals, and partnered with an independent third party for additional appeals. Uber stands behind these processes and looks forward to continued engagement with the Council as Int. 276 is revised.

EXHIBIT 11

Uber

Subject: VOTE NO on Int. 276-A: Protect Passenger Safety and Victim Privacy

Dear Council Member,

I am writing to urgently ask you to **vote NO on Proposed Int. No. 276-A**. While intended to be a worker protection bill, this legislation contains dangerous loopholes that will dismantle critical safety networks, compromise the privacy of survivors, and keep dangerous drivers on our streets. If passed, this bill will have three devastating consequences for public safety in New York City:

1. It Undermines the "Industry Sharing Safety Program" (ISSP)

Across the country, companies like Uber and Lyft participate in data-sharing programs to help ensure that a driver banned for serious sexual assault or physical assault fatalities cannot simply switch apps and pick up new passengers. Int. 276-A would make it significantly harder to rely on that shared information to protect riders.

- **The Problem:** The bill requires that, in any challenge to a deactivation, the company proves "just cause" and shows that it undertook a "fair and objective investigation" before removing a driver.
- **The Result:** If Uber receives a report through ISSP that a driver was banned from Lyft for sexual assault, Uber effectively cannot deactivate that driver without re-investigating the incident themselves. In practice, that will discourage companies from acting quickly on credible safety information from other platforms and weaken cross-platform tools that keep bad actors from reoffending.

2. It Mandates Dispatching Drivers Who Have Already Been Deactivated to Unsuspecting Riders

The bill requires a dangerous 14 day "lame duck" period during which drivers who have already met the threshold for termination can continue to work.

- **The Problem:** For performance or safety issues that do not qualify under the bill's narrow definition of "egregious misconduct," account sharing, or a pattern of repeated fraudulent behavior, the bill requires companies to give drivers 14 days' advance notice before a deactivation takes effect.
- **The Result:** That means a driver who has effectively been deactivated can continue to accept trips for up to two weeks. This creates a real risk that frustrated drivers with documented safety or quality problems will continue picking up unsuspecting New Yorkers while their termination is pending.

3. It Pushes Victim Reports Into Government Channels, Even When Survivors Don't Want That

Victim advocates argued that survivors should be able to choose when and where they report incidents. This includes the right to report incidents to rideshare platforms without being automatically pushed into a government or police investigation. This bill takes this agency away from survivors.

- **The Problem:** The bill's strict evidentiary standards mean the only true "safe harbor" that allows a platform to deactivate a driver without fear of a lawsuit is if the driver's license is suspended or revoked by the TLC.
- **The Result:** Companies will be effectively incentivized to funnel every serious passenger complaint directly to the TLC to secure a license suspension. This may be against the wishes of victims who report the incident to the platforms to ensure appropriate action was taken, but are not ready or willing to endure government interrogations or law enforcement proceedings.

By comparison, a similar bill for high-volume third party delivery workers, **Int. 1332-A**, solves for these problems by:

- Including a comprehensive definition of "egregious misconduct," which explicitly includes "theft" and "willful destruction of property" as well as dangerous, outrageous or illegal activity.
- Not including a 14-day waiting period. Workers lose access immediately after failure to follow clear guidelines made available to them in advance.

As such, we are not urging you to vote no on **Int. 1332-A**. Unfortunately, as laid out above, **Int. 276-A** does not leave us with the same assurances.

New York City should be raising the bar on safety, not dismantling the tools that protect riders; we urge you to **vote NO on Int. 276-A** until these dangerous loopholes are closed.

Sincerely,

Josh Gold
Senior Director, Policy & Communications

EXHIBIT 12

Dunn Isaacson Rhee

New York City Council
City Council Office
250 Broadway
New York, NY 10007

December 17, 2025

Dear Councilmembers:

We write on behalf of our client, Uber Technologies, Inc. ("Uber"), to express serious legal concerns regarding Proposed Int. No. 276-A (the "Bill"), which purports to address "Wrongful deactivation of high-volume for-hire vehicle drivers." Uber is proud of its efforts to improve its deactivation processes. Regrettably, the Bill is rife with infirmities that interfere with Uber's legal rights. Uber urges the City to revise the Bill to rectify these issues, as Uber wishes to avoid litigation. Below we provide an outline of a number of the legal claims which may be the subject of litigation should the City refuse to make appropriate changes to the Bill.

Impairment of Contractual Rights. The Bill impermissibly interferes with the rights established in existing contracts between Uber and drivers through Uber's Platform Access Agreement, violating the rights established in the Contract Clause of the United States Constitution. U.S. Const. art. I, § 10, cl. 1 ("No State shall . . . pass any . . . Law impairing the Obligation of Contracts."). For many years, Uber has maintained written agreements with drivers that lay out the parties' rights and expectations regarding deactivation, which are based on Uber's determination of whether the driver violated Uber's policies and standards. Uber Platform Access Agreement § 5.3 ("You consent to and we may temporarily deactivate your account without notice to investigate whether you have engaged in, or your account has been used in, activity that is deceptive, fraudulent, unsafe, illegal, harmful to our brand, business or reputation, or that violates this Agreement (including the policies incorporated herein by reference) (any of the foregoing, a 'Material Breach or Violation'). You also consent to and we may terminate this Agreement or permanently deactivate your account without notice if we determine in our discretion that a Material Breach or Violation has occurred."). The Bill stands to significantly impair those contractual relationships and rights by effectively replacing the terms of those agreements with an ambiguous "just cause" standard and numerous procedural mandates that would delay deactivation by weeks. Such changes would restrict Uber's right to determine whether to do business with drivers that Uber has determined failed to meet the contractually-established standards. *In re Workers' Comp. Refund*, 46 F.3d 813, 820 (8th Cir. 1995) ("[R]egulation does not automatically foreclose the possibility of contract impairment. Courts have found substantial impairment of contracts in heavily regulated areas of commerce.").

The City has not offered, and cannot demonstrate, a sufficient and legitimate public purpose for this impairment of contractual rights, particularly given that the law would privilege the interests of a small group (deactivated drivers) over not only Uber's interests but also the interests of passengers using the Uber platform and who count on Uber's commitment to safety. *See Allied Structural Steel*

Co. v. Spannaus, 438 U.S. 234, 248-50 (1978) (distinguishing legislation "enacted to protect . . . a narrow class" from laws "enacted to deal with a broad, generalized economic or social problem").

The Bill treats the Uber Platform like a public utility, to which all drivers have an immutable right of access. Uber is a private business, not a public utility. There is no public interest in ensuring continued earning opportunities on Uber with respect to drivers whose accounts have been deactivated pursuant to Uber's contractual rights, including Uber's Community Guidelines, which are designed to ensure a safe and pleasant experience for all users. Nor, given the burden on Uber and potential implications for passenger safety, is this Bill a reasonable and appropriate means for achieving any legitimate public purpose. *See Melendez v. City of New York*, 16 F.4th 992, 1042 (2d Cir. 2021) ("reasonableness and appropriateness concerns are raised by a legislative decision to provide financial relief to certain persons not through public funds but by destroying the contract expectations of other persons").

Retroactive Application in Violation of Due Process Rights. The Bill purports to contain a novel provision allowing drivers deactivated years ago to re-litigate their deactivations with Uber. It thus alters Uber's contractual rights not just prospectively but retroactively as well, changing the standard that would govern review of deactivation decisions made over *the previous seven years*. As a result, the Bill could be interpreted as entitling drivers whose accounts were deactivated up to seven years ago to petition, and even sue, for reactivation based on a new "just cause" standard which did not exist at the time of the deactivation. Each such petition would require Uber to undertake costly and burdensome procedures to locate historical records, re-investigate, re-identify, and re-explain the precise reasons for deactivations that occurred years prior, and could subject Uber to the burden and expense of an "informal resolution process" and litigation for conduct in the past that comported with the standards in place at that time and could not have been expected to give rise to liability. Due process prohibits exactly this type of retroactive legislation that is not rationally related to any legitimate legislative purpose. *See Regina Metro. Co., LLC v. New York State Div. of Hous. & Cmty. Renewal*, 35 N.Y.3d 332, 385-86 (2020) ("[T]here is a critical distinction for purposes of a due process analysis between prospective and retroactive legislation. As the Supreme Court has observed, retroactive legislation that reaches 'particularly far' into the past and that imposes liability of a high magnitude relative to impacted parties' conduct raises 'substantial questions of fairness.'") (citing *Eastern Enters. v. Apfel*, 524 U.S. 498, 534 (1998)).

Infringement of First Amendment Rights. In addition, the Bill would violate First Amendment rights by forcing Uber to engage in various forms of speech, such as notices and "informal" resolution and, even worse, to remain associated with drivers whom Uber has determined violate its policies or standards. As one example, one of Uber's core values is "Stand for Safety." Uber's publicly-expressed value of safety will be undermined if the Bill compels Uber to allow drivers who violate its policies and standards to continue using its platform, either indefinitely or pending completion of the lengthy procedures imposed by the law, or due to one of the various procedural hoops imposed by the law.

* * *

Dunn Isaacson Rhee LLP
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401 9th Street, NW
Washington, DC 20004
(202) 240-2900

Uber stands ready, eager, and willing to work with the City to find solutions to these problems with the Bill, and urges the City to engage with it in a productive process. To that end, Uber would be pleased to meet with members of the City Council to explain its work to support drivers in the deactivation process, and to discuss changes to the Bill that could address the concerns we have outlined. Uber does not wish to resort to litigation to resolve these legal issues, as has been required in the past when the City has refused to engage in a constructive dialogue before proceeding with problematic legislation or administrative action.[1]

Uber is happy to continue this conversation at your earliest convenience.[2]

Sincerely,

/s/ Karen L. Dunn

Karen L. Dunn (New York Bar # 4498028)
Kyle Smith (New York Bar # 5075940)
Dunn Isaacson Rhee LLP
401 9th St NW, 8th Floor
Washington, DC 20004

Counsel for Uber

CC: Muriel Goode-Trufant, Corporation Counsel

[1] *E.g.*, "In win for Uber and Lyft, judge strikes down New York City's cruising cap," CNBC (Dec. 23, 2019), available at https://www.cnbc.com/2019/12/23/in-win-for-uber-judge-strikes-down-new-york-citys-cruising-cap.html; "Uber Doesn't Have to Raise New York City Drivers' Pay, Judge Rules," New York Times (Jan. 6, 2023), available at https://www.nytimes.com/2023/01/06/nyregion/uber-lyft-driver-pay.html; "N.Y. Judge Halts Law That Would've Raised Minimum Wage For App-Based Delivery Drivers In NYC," Forbes (July 7, 2023), available at https://www.forbes.com/sites/willskipworth/2023/07/07/ny-judge-halts-law-that-wouldve-raised-minimum-wage-for-app-based-delivery-drivers-in-nyc/; "Judge Rules in Favor of Food Delivery Apps in NYC Data-Sharing Lawsuit," Justia Legal News (Sep. 25, 2024), available at https://news.justia.com/judge-rules-in-favor-of-food-delivery-apps-in-nyc-data-sharing-lawsuit/; "Uber and DoorDash Try to Halt N.Y.C. Law That Encourages Tipping," New York Times (Dec. 16, 2025), available at https://www.nytimes.com/2025/12/16/nyregion/uber-doordash-nyc-tipping.html.

[2] For avoidance of doubt, the identification herein of certain legal infirmities is not intended to be exhaustive or to suggest that Uber assents, or has at any point in the past assented, to the propriety of any of the contents of the Bill, or any other bills or rules currently under consideration or in effect. Accordingly, nothing in this communication shall be construed as a waiver of any claims, defenses, or rights, and Uber expressly reserves all rights to seek any form of relief with respect to the Bill and all other legislation, including emergency injunctive relief.

EXHIBIT 13

Fiscal Impact Statement Prepared By
New York City Mayor's Office of Management and Budget

Mayor's Office of Management and Budget

Jacques Jiha, PhD, Budget Director

Disclaimer: This fiscal impact statement is a preliminary estimate and subject to change based upon further data analysis or changes in bill text. This legislation is summarized as understood by the administration as of the date this statement was prepared and does not include or consider subsequent text changes. This fiscal impact statement is not legally binding on the administration. "Total" columns represent the respective sum over a four-year period; note that fiscal impacts continue after year four. Unless otherwise stated, information used in the preparation of this Fiscal Impact Statement is sourced from the agencies impacted and the NYC Mayor's Office of Management and Budget.

Proposed Intro No. / Title: *Int. 276-A / Wrongful deactivation of high-volume for-hire vehicle drivers*

Sponsors: Krishnan, Hanif, Lee, Restler, Marte, Brewer, Hudson, Cabán, Abreu, Banks, Ung, Schulman, Sanchez, Ayala, Avilés, Zhuang, Riley, Joseph, Stevens

Committee: Consumer and Worker Protection

Summary of Legislation: This legislation establishes regulations and enforcement for wrongful deactivation of high-volume for-hire vehicle drivers and requires that the Department of Consumer and Worker Protection (DCWP) investigate all claims of wrongful deactivation for compliance with the law.

Effective Date: 180 days after enactment

First Fiscal Year Legislation Takes Effect: Fiscal Year 2027

First Fiscal Year with Full Impact: Fiscal Year 2028

Agencies Impacted: Department of Consumer and Worker Protection

Fiscal Impact Analysis

A. Total Impact (Expense and Revenue)

	Fiscal Year 1	Fiscal Year 2	Fiscal Year 3	Fiscal Year 4	Total
Expense	($4,272,000)	($23,048,000)	($23,048,000)	($23,048,000)	($73,416,000)
Revenue	0	0	0	0	0
Total	($4,272,000)	($23,048,000)	($23,048,000)	($23,048,000)	($73,416,000)

Date Prepared: December 15, 2025

B. Expense

	Fiscal Year 1	Fiscal Year 2	Fiscal Year 3	Fiscal Year 4	Total
Expenditures	($4,272,000)	($23,048,000)	($23,048,000)	($23,048,000)	($73,416,000)

Impact on Expenditures (Expense):

DCWP anticipates annual Personal Service (PS) expenditures of $23,048,000, including fringe, to establish a compliance division of 170 staff to inspect all claims of wrongful deactivation of for-hire vehicle drivers.

This estimate assumes approximately 2,000 cases annually that require comprehensive inspections. Note that this impact is prorated in year 1 for 90 staff personnel.

Titles include:

- 9 Executive Agency Counsel
- 32 Agency Attorneys, Level 3
- 64 Agency Attorneys, Level 2
- 64 Inspectors, Level 2
- 1 Administrative Manager

C. Revenue

	Fiscal Year 1	Fiscal Year 2	Fiscal Year 3	Fiscal Year 4	Total
Revenue	0	0	0	0	0

Impact on Revenue:

There is no anticipated impact on revenue.

D. Capital

	Fiscal Year 1	Fiscal Year 2	Fiscal Year 3	Fiscal Year 4	Total
Expenditures	0	0	0	0	0

Impact on Expenditures (Capital):

There is no anticipated impact on capital expenditures.

Date Prepared: December 15, 2025

EXHIBIT 14

THE CITY OF NEW YORK
OFFICE OF THE MAYOR
NEW YORK, N.Y. 10007

December 31, 2025

Hon. Michael McSweeney
City Clerk and Clerk of the Council
141 Worth Street
New York, NY 10013

Re: Disapproval of Introductory No. 276-A

Dear Mr. McSweeney:

Pursuant to Section 37 of the New York City Charter, I hereby disapprove Introductory Number 276-A, which would amend the Administrative Code of the City of New York "in relation to the wrongful deactivation of high-volume for-hire vehicle drivers."

New York City leads the world in protecting for-hire vehicle passengers and licensed for-hire drivers, but this legislation would create an unwieldy and expensive new government program that would be called upon to second-guess business decisions regarding independent contractors. Int. 276-A would require that the Department of Consumer and Worker Protection ("DCWP") enforce a complex regulatory scheme for high-volume for-hire vehicle companies' deactivation of high-volume for-hire vehicle drivers. This legislation would create regulatory confusion and overlap by providing new authority to DCWP to oversee businesses and drivers that are already licensed by the Taxi and Limousine Commission ("TLC"). This dilution of regulatory oversight of the for-hire vehicle industry could have the unintended effect of weakening TLC's regulations, which are designed to protect drivers and the riding public.

In addition to these structural issues, the legislation comes with a high cost. The Office of Management and Budget ("OMB") estimates that 170 additional DCWP staff—including 105 additional attorneys—would be required to handle the estimated 2,000 deactivation claims per year, each of which will require a determination of whether the deactivation was made for just cause. *See* OMB Fiscal Impact Statement (Dec. 15, 2025). OMB estimates that the personnel cost for this unit would be over $23 million per year.

For the foregoing reasons, I hereby disapprove Int. No. 276-A.

Sincerely,

Eric Adams
Mayor

Cc: Hon. Adrienne Adams, Speaker

Proposed Int. No. 276-A

By Council Members Krishnan, Hanif, Lee, Restler, Marte, Brewer, Hudson, Cabán, Abreu, Banks, Ung, Schulman, Sanchez, Ayala, Avilés, Zhuang, Riley, Joseph, Stevens, Hanks, Nurse, De La Rosa, Gutiérrez and Epstein

A Local Law to amend the administrative code of the city of New York, in relation to the wrongful deactivation of high-volume for-hire vehicle drivers

Be it enacted by the Council as follows:

Section 1. Subdivision a of section 20-1204 of the administrative code of the city of New York, as added by local law number 107 for the year 2017, is amended to read as follows:

a. No person shall take any adverse action against an employee or high-volume for-hire vehicle driver that penalizes such employee or high-volume for-hire vehicle driver for, or is reasonably likely to deter such employee or high-volume for-hire vehicle driver from, exercising or attempting to exercise any right protected under this chapter. Taking an adverse action includes threatening, intimidating, disciplining, discharging, demoting, suspending or harassing an employee or high-volume for-hire vehicle driver, reducing the hours or pay of an employee or high-volume for-hire vehicle driver, informing another employer or high-volume for-hire vehicle service that an employee or high-volume for-hire vehicle driver has engaged in activities protected by this chapter, and discriminating against the employee or high-volume for-hire vehicle driver, including actions related to perceived immigration status or work authorization. An employee or high-volume for-hire vehicle driver need not explicitly refer to this chapter or the rights enumerated herein to be protected from retaliation.

§ 2. Paragraphs 1 and 2 of subdivision b of section 20-1207 of the administrative code of the city of New York, as amended by local law number 80 for the year 2020, are amended to read as follows:

1. Any person, including any organization, alleging a violation of this chapter may file a complaint with the department within two years of the date the person knew or should have known of the alleged violation, except that (i) a complaint alleging a violation of section 20-1282 or section 20-1283 may be filed only by the deactivated high-volume for-hire vehicle driver or by a representative of such high-volume for-hire vehicle driver, provided that the high-volume for-hire vehicle driver has agreed to such representation and (ii) a complaint alleging a violation of section 20-1283 may be filed within one year after the effective date of the local law that added subchapter 8 of this chapter.

2. Upon receiving such a complaint, the department shall investigate it, except that upon receiving a complaint alleging a violation of any provision of subchapter 8 of this chapter, the department shall, if resources permit, investigate the complaint.

§ 3. Paragraph 5 of subdivision b of section 20-1207 of the administrative code of the city of New York, as amended by local law number 80 for the year 2020, is amended to read as follows:

5. The department shall keep the identity of any complainant confidential unless disclosure is necessary to resolve the investigation or is otherwise required by law, except that for complaints alleging violations of section 20-1282 or 20-1283, the department shall provide notice of the complaint and the identity of the complainant to the high-volume for-hire vehicle service as soon as practicable. The department shall, to the extent practicable, notify such complainant that the department will be disclosing the complainant's identity before such disclosure.

§ 4. The section heading of section 20-1208 of the administrative code of the city of New York, as added by local law 107 for the year 2017, is amended to read as follows:

§ 20-1208 Specific administrative remedies [for employees or former employees].

§ 5. Subdivision c of section 20-1208 of the administrative code of the city of New York, as added by local law number 107 for the year 2017 and redesignated by local law number 2 for the year 2021, is redesignated subdivision e and amended and new subdivisions c and d are added to such section to read as follows:

c. 1. For each violation by a high-volume for-hire vehicle service of section 20-1282 or 20-1283, the department shall order reinstatement or restoration of access to the driver platform of such high-volume for-hire vehicle service by such high-volume for-hire vehicle driver, unless waived by such high-volume for-hire vehicle driver.

2. For each violation by a high-volume for-hire vehicle service of section 20-1282 the department shall order the payment of back pay to the wrongfully deactivated high-volume for-hire vehicle driver, and such back pay shall be equal to the amount such high-volume for hire vehicle driver would have normally earned or received from such high-volume for-hire vehicle service during the period of a wrongful deactivation if such wrongful deactivation had not occurred, provided that:

(a) The department may subtract any additional amounts earned or received by such high-volume for-hire vehicle driver from other work during such period in excess of what such high-volume for-hire vehicle would have normally earned or received from other work if such deactivation had not occurred;

(b) For purposes of this paragraph, the amount a high-volume for-hire vehicle driver would have normally earned or received from a high-volume for-hire vehicle service or other work over a period of deactivation shall be determined based on the average daily amount such high-volume for-hire vehicle driver earned or received from such high-volume for-hire vehicle service or such other work over a reasonably comparable period;

(c) Notwithstanding any provision of this subdivision to the contrary, where a violation of section 20-1282 arises from an allegation of egregious misconduct that was not substantiated, back pay shall not accrue until 15 days after the date of deactivation of a high-volume for-hire vehicle driver; and

(d) The department may adjust the amount of back pay owed to a high-volume for-hire vehicle driver, as appropriate, based on a failure by such high-volume for-hire vehicle driver to make a reasonable effort to mitigate any loss of income, provided that a high-volume for-hire vehicle service shall have the burden of proving by a preponderance of the evidence that a driver failed to make a reasonable effort to mitigate;

d. For violations of this chapter, the department may grant the following relief to a high-volume for-hire vehicle driver or former high-volume for-hire vehicle driver:

1. All compensatory damages and other relief required to make such high-volume for-hire vehicle driver or former high-volume for-hire vehicle driver whole;

2. An order directing a high-volume for-hire vehicle service to comply with the requirements set forth in subchapter 8 of this chapter;

3. For each violation of section 20-1204,

(a) Any equitable relief appropriate under the circumstances, including rescission of any discipline issued, reinstatement of any deactivated high-volume for-hire vehicle driver, and payment of back pay for any loss of pay or benefits resulting from discipline or other action taken in violation of section 20-1204;

(b) $500 for each violation not involving deactivation, as such term is defined in section 20-1281; and

(c) $2,500 for each violation involving deactivation, as such term is defined in section 20-1281;

4. For each violation of 20-1282, $500, rescission of any discipline issued, and any other equitable relief as may be appropriate;

5. For each violation of subdivision c of section 20-1284, $500;

6. For each violation of section 20-1286, $500; and

7. For each violation of section 20-1289, $500.

e. The relief authorized by this section shall be imposed on a per employee or high-volume for-hire vehicle driver and per instance basis for each violation.

§ 6. Section 20-1209 of the administrative code of the city of New York, as added by local law 107 for the year 2017, is amended to read as follows:

§ 20-1209 Specific civil penalties payable to the city. a. For each violation of this chapter, except for any violation of section 20-1283, an employer or high-volume for-hire vehicle service is liable for a penalty of $500 for the first violation and, for subsequent violations that occur within two years of any previous violation of this chapter, up to $750 for the second violation and up to $1,000 for each succeeding violation.

b. The penalties imposed pursuant to this section shall be imposed on a per employee or high-volume for-hire vehicle driver and per instance basis for each violation.

§ 7. Section 20-1211 of the administrative code of the city of New York, as added by local law number 107 for the year 2017, subdivision a as amended, subdivision c as added, and subdivisions d and e as redesignated by local law number 2 for the year 2021, is amended to read as follows:

§ 20-1211 Private cause of action. a. Claims. Any person, including any organization, alleging a violation of the following provisions of this chapter may bring a civil action, in accordance with applicable law, in any court of competent jurisdiction:

1. Section 20-1204;

2. Section 20-1221;

3. Subdivisions a and b of section 20-1222;

4. Section 20-1231;

5. Subdivisions a, b, d, f and g of section 20-1241;

6. Section 20-1251;

7. Subdivisions a and b of section 20-1252; [and]

8. Section 20-1272;

9. Section 20-1282;

10. Section 20-1283;

11. Section 20-1284;

12. Section 20-1286; and

13. Section 20-1289.

b. Remedies. Such court may order compensatory, injunctive and declaratory relief, including the following remedies for violations of this chapter:

1. Payment of schedule change premiums withheld in violation of section 20-1222;

2. An order directing compliance with the recordkeeping, information, posting and consent requirements set forth in sections 20-1205, 20-1206 and 20-1221;

3. Rescission of any discipline issued in violation of section 20-1204;

4. Reinstatement of any employee or high-volume for-hire vehicle driver terminated in violation of section 20-1204;

5. Payment of back pay for any loss of pay or benefits resulting from discipline or other action taken in violation of section 20-1204;

6. Other compensatory damages and any other relief required to make the employee or high-volume for-hire vehicle driver whole; and

7. Reasonable attorney's fees and costs.

c. For each violation of section 20-1272, 20-1282, or 20-1283, the court shall order reinstatement or restoration of hours of the fast food employee or reinstatement or restoration of the driver platform access of the high-volume for-hire vehicle driver, unless waived by the fast food employee or high-volume for-hire vehicle driver, and shall order the fast food employer or high-volume for-hire vehicle service to pay the reasonable attorneys' fees and costs of the fast food employee or high-volume for-hire vehicle driver. [The] For each violation of section 20-1272 or 20-1282, the court may, in addition, grant the following relief: $500 [for each violation], an order directing compliance with section 20-1272 or 20-1282, rescission of any discipline issued, payment of back pay for any loss of pay or benefits resulting from the wrongful discharge or deactivation, punitive damages, and any other equitable relief as may be appropriate. For each violation of 20-1282, the court shall order back pay to be determined as set out in paragraph 2 of subdivision c of section 20-1208.

d. Statute of limitations. A civil action under this section shall be commenced within two years of the date the person knew or should have known of the alleged violation, except that for a violation of section 20-1283, a civil action shall be commenced within one year after the effective date of the local law that added subchapter 8 of this chapter.

e. Relationship to department action.

1. Any person filing a civil action shall simultaneously serve notice of such action and a copy of the complaint upon the department. Failure to so serve a notice does not adversely affect any plaintiff's cause of action.

2. An employee <u>or high-volume for-hire vehicle driver</u> need not file a complaint with the department pursuant to subdivision b of section 20-1207 before bringing a civil action; however, no person shall file a civil action after filing a complaint with the department <u>based on the same facts</u> unless such complaint has been withdrawn or dismissed without prejudice to further action.

3. No person shall file a complaint with the department after filing a civil action <u>based on the same facts</u> unless such action has been withdrawn or dismissed without prejudice to further action.

4. The commencement or pendency of a civil action by an employee <u>or a high-volume for-hire vehicle driver</u> does not preclude the department from investigating the employer <u>or the high-volume for-hire vehicle service,</u> or commencing, prosecuting or settling a case against the employer <u>or the high-volume for-hire vehicle service</u> based on some or all of the same violations.

§ 8. Subdivisions a and c of section 20-1212 of the administrative code of the city of New York, subdivision a as amended by local law number 2 for the year 2021 and subdivision c as added by local law number 107 for the year 2017, are amended to read as follows:

a. Cause of action.

1. Where reasonable cause exists to believe that an employer <u>or high-volume for-hire vehicle service</u> is engaged in a pattern or practice of violations of this chapter, the corporation counsel may commence a civil action on behalf of the city in a court of competent jurisdiction.

2. The corporation counsel shall commence such action by filing a complaint setting forth facts relating to such pattern or practice and requesting relief, which may include injunctive relief, relief [for employees] set forth in section 20-1208, civil penalties set forth in section 20-1209, and any other appropriate relief.

3. Such action may be commenced only by the corporation counsel or such other persons designated by the corporation counsel.

c. Civil penalty. In any civil action commenced pursuant to subdivision a of this section, the trier of fact may impose [a] an additional civil penalty of not more than $15,000 for a finding that an employer or high-volume for-hire vehicle service has engaged in a pattern or practice of violations of this chapter. Any civil penalty so recovered shall be paid into the general fund of the city.

§ 9. Chapter 12 of title 20 of the administrative code of the city of New York is amended by adding a new subchapter 8 to read as follows:

SUBCHAPTER 8

WRONGFUL DEACTIVATION OF HIGH VOLUME FOR-HIRE VEHICLE DRIVERS

§ 20-1281 Definitions. As used in this subchapter, the following terms have the following meanings:

Account sharing. The term "account sharing" means permitting another person to use the high-volume for-hire vehicle driver's taxi and limousine commission driver's license, technology system login credentials, or driver platform login credentials, while performing driving services for a high-volume for-hire vehicle service.

Deactivation. The term "deactivation" means: (i) an indefinite or permanent discharge, termination, or layoff of a high-volume for-hire vehicle driver; or (ii) a revocation or restriction of a high-volume for-hire vehicle driver's authorization to accept trips on a driver platform that is either continuously in effect for at least 72 hours or consists of multiple periods of revocation or restriction that total at least 168 hours within a 1-year period.

Driver platform. The term "driver platform" means the driver-facing application or other application, service, website, or system used by a high-volume for-hire vehicle driver by which a high-volume for-hire vehicle service dispatches or facilitates the dispatching of passenger trips to such driver for compensation.

Driving performance data. The term "driving performance data" means any data regarding a high-volume for hire vehicle driver's operation of a for-hire vehicle, including, but not limited to, data recording a high-volume for-hire vehicle driver's rates of acceleration, deceleration, braking, speed, road movements, or any other electronic monitoring of driving performance.

Egregious misconduct. The term "egregious misconduct" means (i) conduct that poses an imminent danger to other persons, including but not limited to violence, threats to engage in violence, sexual harassment, or sexual assault or (ii) discrimination in violation of federal, state, or local law.

High-volume for-hire vehicle driver. The term "high-volume for-hire vehicle driver" means a driver who performs driving services for a high-volume for-hire vehicle service, or who performs driving services for a third-party as a result of receiving a dispatch or referral from a high-volume for-hire vehicle service.

High-volume for-hire vehicle service. The term "high-volume for-hire vehicle service" has the same meaning as set forth in subdivision gg of section 19-502.

Just cause. The term "just cause" means that the high-volume for-hire vehicle driver engaged in egregious misconduct, failed to satisfactorily perform their job duties, or engaged in any other misconduct that is demonstrably and materially harmful to the high-volume for-hire vehicle service's legitimate business interests.

Prior deactivation. The term "prior deactivation" means a deactivation that occurred during the 7 years prior to the effective date of the local law that added this subchapter.

Probation period. The term "probation period" means a period of 30 calendar days beginning on the first date that a high-volume for-hire vehicle driver performs driving services for a high-volume for-hire vehicle service.

Progressive discipline. The term "progressive discipline" means a disciplinary system that provides for a graduated range of reasonable disciplinary measures, including but not limited to warnings and further training requirements, in response to a high-volume for-hire vehicle driver's misconduct or failure to satisfactorily perform job duties for a high-volume for-hire vehicle service, with the type of disciplinary measure varying based on the frequency and degree of such misconduct or failure.

§ 20-1282 Prohibition on wrongful deactivation. a. A high-volume for-hire vehicle service shall not deactivate a high-volume for-hire vehicle driver after such high-volume for-hire vehicle driver's probation period with such service except for just cause, for a bona fide economic reason, as described in section 20-1284, or where federal, state, or local law or rule requires such high-volume for-hire vehicle service to deactivate such high-volume for-hire vehicle driver.

b. In determining whether a high-volume for-hire vehicle service has deactivated a high-volume for-hire vehicle driver for just cause, a fact-finder shall consider, in addition to any other relevant factors, whether:

1. Such high-volume for-hire vehicle driver knew or should have known of such high-volume for-hire vehicle service's policy, rule, or practice that forms a basis for progressive

discipline or such deactivation and knew or should have known of the potential consequences for violation of such policy, rule, or practice;

2. Such high-volume for-hire vehicle service's policy, rule, or practice that forms a basis for progressive discipline or such deactivation is reasonably related to safe and efficient high-volume for-hire vehicle service operations;

3. Such high-volume for-hire vehicle service provided relevant and adequate training to such high-volume for-hire vehicle driver;

4. Such high-volume for-hire vehicle service's policy, rule or practice that forms a basis for such deactivation, including the utilization of progressive discipline, was reasonable and applied consistently;

5. Such high-volume for-hire vehicle service undertook a fair and objective investigation into the high-volume for-hire vehicle driver's job performance as well as their misconduct or failure to satisfactorily perform job duties;

6. Such deactivation is a reasonable response to such high-volume for-hire vehicle driver's job performance as well as their misconduct or failure to satisfactorily perform job duties and accounts for any mitigating circumstances, including but not limited to such high-volume for-hire vehicle driver's past work history; and

7. Such high-volume for-hire vehicle driver violated the policy, rule or practice or engaged in any misconduct or failure to satisfactorily perform job duties that forms a basis for progressive discipline or such deactivation.

c. Except where deactivation is for alleged egregious misconduct, a deactivation of a high-volume for-hire vehicle driver shall not be considered based on just cause unless a high-volume for-hire vehicle service demonstrates that:

1. Such high-volume for-hire vehicle service has utilized progressive discipline; provided, however, that such high-volume for-hire vehicle service may not rely on progressive discipline issued more than 1 year before such deactivation; and

2. Such high-volume for-hire vehicle service had a written policy on progressive discipline that was in effect and was provided to such high-volume for-hire vehicle driver.

d. A high-volume for-hire vehicle service shall provide the high-volume for-hire vehicle driver with notice of an impendent deactivation 14 days in advance of the impending deactivation, except that (i) where a deactivation of a high-volume for-hire vehicle driver is for a bona fide economic reason, as described in section 20-1284, a high-volume for-hire vehicle service must provide, in a form and manner designated by the department, an advance notice of layoff to such high-volume for-hire vehicle driver at least 120 days prior to such deactivation, and (ii) advance notice is not required where a deactivation is for egregious misconduct, account sharing, or if there is a pattern of repeated fraudulent behavior. Such advance notice shall state all the precise and detailed reasons for and the effective date of such deactivation. Such advance notice shall include information about: (i) such high-volume for-hire vehicle driver's right to challenge such deactivation as unlawful pursuant to this subchapter; (ii) how such high-volume for-hire vehicle driver may initiate an informal resolution process with such high-volume for-hire vehicle service pursuant to section 20-1287; (iii) the opportunity for such high-volume for-hire vehicle driver to submit evidence to substantiate a challenge to such deactivation; (iv) such high-volume for-hire vehicle driver's right to file a complaint with the department, or initiate a private action; and (v) eligible high-volume for-hire vehicle drivers' rights to access unemployment insurance.

e. Within 5 days after deactivating a high-volume for-hire vehicle driver for egregious misconduct, account sharing, or if there is a pattern of repeated fraudulent behavior, a high-volume for-hire vehicle service shall provide, in a form and manner designated by the department, a notice of deactivation to such high-volume for-hire vehicle driver which contains a written explanation of all the precise and detailed reasons for such deactivation and the effective date of such deactivation. Such notice shall include information about: (i) such high-volume for-hire vehicle driver's right to challenge such deactivation as unlawful pursuant to this subchapter; (ii) how such high-volume for-hire vehicle driver may initiate an informal resolution process with such high-volume for-hire vehicle service pursuant to section 20-1287; (iii) the opportunity for such high-volume for-hire vehicle driver to submit evidence to substantiate a challenge to such deactivation; (iv) such high-volume for-hire vehicle driver's right to file a complaint with the department, or initiate a private action; and (v) eligible high-volume for-hire vehicle drivers' rights to access unemployment insurance.

f. This section shall not apply to any deactivation that occurred prior to the effective date of the local law that added this section.

§ 20-1283 Prior deactivations. a. Within 1 year after the effective date of the local law that added this section, a high-volume for-hire vehicle driver who was subject to a prior deactivation by a high-volume for-hire vehicle service may petition such high-volume for-hire vehicle service for reinstatement or restoration of access to such high-volume for-hire vehicle service's driver platform. Within 30 days after receipt of such petition, such high-volume for-hire vehicle service shall reinstate or restore such high-volume for-hire vehicle driver's access to such driver platform, unless such prior deactivation occurred during the probation period or was for just cause, for a bona fide economic reason, as described in section 20-1284, or required by federal, state, or local law or rule.

b. In determining whether a prior deactivation of a high-volume for-hire vehicle driver by a high-volume for-hire vehicle service was for just cause, a fact-finder shall consider, in addition to any other relevant factors, whether:

1. Such high-volume for-hire vehicle driver knew or should have known of such high-volume for-hire vehicle service's policy, rule, or practice that formed a basis for such prior deactivation and knew or should have known of the potential consequences for violation of such policy, rule or practice;

2. Such high-volume for-hire vehicle service's policy, rule, or practice that formed a basis for such prior deactivation was reasonably related to safe and efficient high-volume for-hire vehicle service operations;

3. Such high-volume for-hire vehicle service's policy, rule or practice that formed a basis for such prior deactivation was reasonable and applied consistently;

4. Such prior deactivation was a reasonable response to such high-volume for-hire vehicle driver's job performance as well as their misconduct or failure to satisfactorily perform job duties and accounted for any mitigating circumstances, including, but not limited to, such high-volume for-hire vehicle driver's past work history;

5. Such high-volume for-hire vehicle driver violated the policy, rule, or practice or committed the misconduct or failure to satisfactorily perform job duties that formed a basis for such prior deactivation; and

6. Such high-volume for-hire vehicle service considered any exculpatory evidence or other facts indicating that such high-volume for-hire vehicle driver did not violate such high-volume for-hire vehicle service's policy, rule or practice.

c. If a high-volume for-hire vehicle service does not reinstate or restore access of a high-volume for-hire vehicle driver who was subject to a prior deactivation to such high-volume for-hire vehicle service's driver platform within 30 days after receipt of a petition pursuant to subdivision a of this section, such high-volume for-hire vehicle service shall provide a written explanation, in a form and manner designated by the department, to such high-volume for-hire vehicle driver of all the precise and detailed reasons for such prior deactivation. Such written explanation shall include information about: (i) such high-volume for-hire vehicle driver's right to challenge such prior deactivation as unlawful pursuant to this subchapter; (ii) how such high-volume for-hire vehicle driver may initiate an informal resolution process with the high-volume for-hire vehicle service pursuant to section 20-1287; (iii) the opportunity of such high-volume for-hire vehicle driver to submit evidence to substantiate a challenge to such prior deactivation; (iv) such high-volume for-hire vehicle driver's right to file a complaint with the department, or initiate a private action; and (v) how a high-volume for-hire vehicle driver may apply for unemployment benefits.

d. Notwithstanding any other provision of this section, a high-volume for-hire vehicle service may decline to immediately reinstate or restore access to such high-volume for-hire vehicle service's driver platform to a high-volume for-hire vehicle driver whose access is required to be reinstated or restored pursuant to subdivision a of this section if such high-volume for-hire vehicle service is not providing access to such driver platform to any new high-volume for-hire vehicle driver, and has not provided such access during the 3 months prior to the effective date of the local law that added this section. Where such high-volume for-hire vehicle service declines to immediately reinstate or restore access to such driver platform pursuant to this subdivision, such high-volume for-hire vehicle service shall maintain a waitlist of high-volume for-hire vehicle drivers whose access to such driver platform is required to be reinstated or restored pursuant to subdivision a of this section and reinstate or restore such high-volume for-hire vehicle drivers' access to such driver platform, in the order in which such high-volume for-hire vehicle drivers were placed on such waitlist, provided that any such driver meets the minimum requirements that apply to all current high-volume for-hire vehicle drivers for such high-volume for-hire vehicle service, prior to providing any other new high-volume for-hire vehicle driver access to such driver platform.

§ 20-1284 Bona fide economic reasons. a. A deactivation, including a prior deactivation, shall not be considered based on a bona fide economic reason unless supported by a high-volume for-hire vehicle service's business records demonstrating that such deactivation is in response to: (i) a proportionate reduction in volume of sales or profit within the fiscal quarter prior to the issuance of a notice of layoff required by subdivision d of section 20-1282; or (ii) a high-volume for-hire vehicle service discontinuing its driving services in the city.

b. 1. Deactivations of high volume for-hire vehicle drivers based on bona fide economic reason shall be done in reverse order of seniority, so that high volume for-hire vehicle drivers with the greatest seniority shall be retained the longest and reinstated or restored access to the driver platform first.

2. A high-volume for-hire vehicle service shall make reasonable efforts to offer reinstatement or restoration of access to such high-volume for-hire vehicle service's driver platform to any high-volume for-hire vehicle driver deactivated by such high-volume for-hire vehicle service based on a bona fide economic reason within the previous 3 years, if any, before such high-volume for-hire vehicle service may provide any other new high-volume for-hire vehicle driver access to such driver platform.

3. This subdivision shall apply only to deactivations that occur on or after the effective date of the local law that added this section.

§ 20-1285 Burden of proof; evidence. a. In any proceeding alleging a violation by a high-volume for-hire vehicle service of section 20-1282 or section 20-1283, such high-volume for-hire vehicle service shall bear the burden of proving just cause and bona fide economic reason pursuant to section 20-1282 or 20-1283 by a preponderance of the evidence, subject to the rules of evidence as set forth in the civil practice law and rules or, where applicable, the common law.

b. In determining whether a high-volume for-hire vehicle service had just cause for a deactivation, a fact-finder may not consider any reasons proffered by the high-volume for-hire vehicle service not included in the notice of deactivation provided to the high-volume for-hire vehicle driver pursuant to subdivision e of section 20-1282 or the written explanation provided to the high-volume for-hire vehicle driver pursuant to subdivision c of section 20-1283.

c. When determining damages, the fact-finder may take into account any evidence the high-volume for-hire vehicle driver submitted pursuant to subdivision d or e of section 20-1282, subdivision c of section 20-1283, or section 20-1287, that was not timely or duly considered by the high-volume for-hire vehicle service.

c. A high-volume for-hire vehicle driver may submit evidence in any proceeding alleging a violation of this subchapter that was not provided to the high-volume for-hire vehicle service pursuant to subdivision d or e of section 20-1282, subdivision c of section 20-1283, or section 20-1287 and no negative inference or consequence shall apply to a high-volume for-hire vehicle driver's decision not to submit evidence pursuant to these provisions.

§ 20-1286 Provision of data. a. Upon the issuance of a notice of deactivation required pursuant to subdivision e of section 20-1282, a high-volume for-hire vehicle service shall provide a deactivated high-volume for-hire vehicle driver with information and data relevant to such high-volume for-hire driver's deactivation. Such information shall include, but need not be limited to:

1. Driving performance data specific to such high-volume for-hire vehicle driver;

2. All customer comments, ratings, and complaints received regarding the high-volume for-hire vehicle driver; and

3. Anonymized and aggregated reports, covering the 12 months prior to such high-volume for-hire vehicle driver's deactivation, regarding discipline, including deactivation, imposed by such high-volume for-hire vehicle service on any other high-volume for-hire vehicle drivers who engaged in the same or similar misconduct or failure to satisfactorily perform job duties forming a basis for the deactivation of the high-volume for-hire vehicle driver subject to such notice.

b. The information or data required by subdivision a of this section shall be redacted to remove the personally identifiable information of passengers. This requirement does not apply to any independent obligation to produce information, including but not limited to any production of information required as part of an adjudicatory hearing.

c. Upon the issuance of the notice required pursuant to subdivision c of section 20-1283, a high-volume for-hire vehicle service shall provide a deactivated high-volume for-hire vehicle driver with information and data relevant to such high-volume for-hire driver's deactivation, including all information required under subdivision a of this section, to the extent that such information is available to such high-volume for-hire vehicle service.

d. For at least 6 years after deactivating a high-volume for-hire vehicle driver, a high-volume for-hire vehicle service must continue to provide such high-volume for-hire vehicle driver with access to all information and data concerning such high-volume for-hire vehicle driver that such high-volume for-hire vehicle driver had access to prior to deactivation, including but not limited to such high-volume for-hire vehicle driver's tax and payment records.

§ 20-1287 Informal resolution process. a. A high-volume for-hire vehicle service shall maintain an email address, website, or other form of electronic communication through which a high-volume for-hire vehicle driver or their representative may challenge such high-volume for-hire vehicle driver's deactivation, prior deactivation, or impending deactivation for which such high-volume for-hire vehicle driver received a notice of layoff pursuant to subdivision d of section 20-1282, as unlawful pursuant to this subchapter. Such high-volume for-hire vehicle service must provide such high-volume for-hire vehicle driver an opportunity to submit evidence to substantiate any such challenge and accept written communications pursuant to this section in the language in which they are written.

b. A high-volume for-hire vehicle driver may seek informal resolution of a deactivation of such high-volume for-hire vehicle driver, or an impending deactivation for which such high-volume for-hire vehicle driver receives a notice of layoff pursuant to subdivision d of section 20-1282, by a high-volume for-hire vehicle service by initiating, an informal resolution process through the email address, website, or other form of electronic communication maintained by such high-volume for-hire vehicle service pursuant to subdivision a of this section, or through any other means that such high-volume for-hire vehicle driver and such high-volume for-hire vehicle service agree to. The parties shall have 15 days after commencing such informal resolution process to reach a resolution, unless such high-volume for-hire vehicle driver and such high-volume for-hire vehicle service mutually agree to a longer timeframe. If the parties resolve a challenge pursuant to this subdivision, they shall memorialize such resolution in a written agreement, on a form provided by the department.

c. The high-volume for-hire vehicle service's failure to engage in good faith with the informal resolution process shall be a violation subject to a civil penalty under section 20-1209, but such violation shall not be subject to enforcement pursuant to sections 20-1207, 20-1208, 20-1210, 20-1211 and 20-1212.

d. After receiving a complaint pursuant to section 20-1207 alleging a violation of section 20-1282 or 20-1283, the department shall notify the high-volume for-hire vehicle driver or such high-volume for-hire vehicle driver's representative and the high-volume for-hire vehicle service that they may resolve the complaint through an informal resolution process pursuant to this section.

e. Notwithstanding any other provision of this chapter to the contrary, the department shall not proceed with its investigation of a complaint filed pursuant to section 20-1207 alleging a violation of section 20-1282 or 20-1283 unless (i) the high-volume for-hire vehicle driver or such high-volume for-hire vehicle driver's representative and the high-volume for-hire vehicle service fail to reach a resolution within 15 days after commencement of an informal resolution process pursuant to this section, or (ii) the high-volume for-hire vehicle driver has opted out of the informal resolution process pursuant to this section, in a form and manner specified by the department.

§ 20-1288 Reporting; records; information. a. Data collection and reporting. No less than annually, the department shall make available on the city's website a report on deactivations and alleged violations of sections 20-1282 and 20-1283 during the preceding calendar year. The department shall promulgate rules requiring that high-volume for-hire vehicle services produce anonymized, aggregated data necessary to prepare such report. Such report shall include, with respect to the year preceding the release of such report: (i) the number of high-volume for-hire vehicle drivers each high-volume for-hire vehicle service deactivated for just cause, egregious misconduct, and bona fide economic reasons; (ii) the number of high-volume for-hire vehicle drivers who filed complaints with the department alleging violations of sections 20-1282 and 20-1283 and the outcomes of such complaints; (iii) the number of high-volume for-hire vehicle drivers who initiated an informal resolution process; (iv) the number of high-volume for-hire vehicle drivers who reached an informal resolution with a high-volume for-hire vehicle service; (v) the number of high-volume for-hire vehicle drivers who commenced arbitrations or private actions that include claims alleging violations of sections 20-1282 or 20-1283 and the outcomes of such proceedings; and (vi) any other information the department deems relevant. Until all high-volume for-hire vehicle drivers placed on a waitlist pursuant to section 20-1283 have had their driver platform access restored, such report shall also include the number of high-volume for-hire vehicle drivers with prior deactivations who petitioned a high-volume for-hire vehicle service for reinstatement or restoration of their access to such high-volume for-hire vehicle service's driver platform and the number of high-volume for-hire vehicle drivers who were placed on a waitlist pursuant to section 20-1283.

b. Recordkeeping. 1. A high-volume for-hire vehicle service shall retain records documenting its compliance with the applicable requirements of this subchapter for a period of 3 years and shall allow the department to access such records and other information, consistent with applicable law and in accordance with rules of the department and with appropriate notice, in furtherance of an investigation conducted pursuant to this chapter. A high-volume for-hire vehicle service must maintain records in their original format and provide such records to the department in their original format or a machine-readable electronic format as set forth in rules of the department. The department may promulgate rules concerning the maintenance, retention, and provision by a high-volume for-hire vehicle service of data necessary to the implementation and enforcement of this subchapter, which may include a requirement that a high-volume for-hire vehicle service adhere to a uniform system of records and submit such records and other reports as the department may determine, in accordance with applicable law and rules and with appropriate notice.

2. The failure of a high-volume for-hire vehicle service to maintain, retain, or produce a record or other information required to be maintained by this chapter and requested by the department in furtherance of an investigation conducted pursuant to this chapter that is relevant to a material fact alleged by the department in a notice of violation issued pursuant to this chapter creates a rebuttable presumption that such fact is true.

3. To implement or enforce the provisions of this chapter, the department may issue an order or subpoena for the production of data, documents, testimony, or other information from a high-volume for-hire vehicle service. Such data, documents, testimony, or other information may include, but are not limited to, information about the data that a high-volume for-hire vehicle service monitors, collects, or stores about or from a high-volume for-hire vehicle driver or passenger; information about discipline imposed on a high-volume for-hire vehicle driver; and any other information deemed relevant by the department. In accordance with applicable law and rules and upon reasonable notice of no less than 14 days, a person who receives a request or subpoena for data, documents, or other information pursuant to this section shall produce such data, documents or information to the department in its original format or a machine-readable electronic format as set forth in rules of the department.

c. Information and assistance program. The department shall establish a program that provides information and assistance to high-volume for-hire vehicle drivers relating to the provisions of this subchapter. Such program shall include assistance by a natural person by phone and email and outreach and education to the public relating to the provisions of this subchapter. Such program shall not provide legal advice but may provide general information and referrals to legal service providers. The city may provide access to legal services to assist a high-volume for-hire vehicle driver in challenging a deactivation, or impending deactivation for which a high-volume for-hire vehicle driver received a notice of layoff pursuant to subdivision d of section 20-1282, as unlawful pursuant to this subchapter. The mayor may designate an appropriate agency or other entity of the city to contract for such legal services with one or more qualified non-profit legal services organizations.

§ 20-1289 Progressive discipline policy. a. A high-volume for-hire vehicle service shall maintain a written progressive discipline policy in a single writing and adhere to such policy.

b. The written policy required pursuant to subdivision a of this section shall satisfy all requirements of this subchapter and, at a minimum, address the following:

1. Types of misconduct by a high-volume for-hire vehicle driver that may warrant discipline;

2. Any performance standards used to assess failure to satisfactorily perform job duties by a high-volume for-hire driver;

3. Disciplinary measures that may be applied to a high-volume for-hire vehicle driver, including but not limited to deactivation;

4. Procedures for notifying a high-volume for-hire vehicle driver of disciplinary measures that a high-volume for-hire vehicle service intends to take against such high-volume for-hire vehicle driver and providing an opportunity to respond; and

5. Procedures for applying discipline against a high-volume for-hire vehicle driver.

<u>c. The written policy required pursuant to subdivision a of this section must be clear and specific such that a reasonable person can understand the acts and omissions that may result in deactivation or other disciplinary measures.</u>

<u>d. The written policy required pursuant to subdivision a of this section must include a notice of rights of high-volume for-hire vehicle drivers that the commissioner shall publish and make available on the city's website.</u>

<u>e. A high-volume for-hire vehicle service shall provide the written policy required pursuant to subdivision a of this section to each high-volume for-hire vehicle driver hired, retained, or engaged by such high-volume for-hire vehicle service in English and in any other language as the department may determine by rule. A high-volume for-hire vehicle service shall provide such policy to each high-volume for-hire vehicle driver no later than the effective date of this subdivision, or prior to such high-volume for-hire vehicle driver's first trip, whichever is later, in a form and manner that the department may determine by rule.</u>

<u>f. A high-volume for-hire vehicle service shall notify each high-volume for-hire vehicle driver of any change to the written policy required pursuant to subdivision a of this section at least 14 days before such change takes effect.</u>

<u>§ 20-1290 Exceptions. This subchapter shall not:</u>

<u>1. Apply to the deactivation of any high-volume for-hire vehicle driver by a high-volume for-hire vehicle service during such driver's probation period with such service;</u>

<u>2. Limit or otherwise affect the applicability of any right or benefit conferred upon or afforded to a high-volume for-hire vehicle driver by the provisions of any other law, regulation, rule, requirement, policy, or standard including but not limited to any federal, state, or local law providing for protections against retaliation or discrimination;</u>

3. Limit or otherwise affect the authority of the taxi and limousine commission to issue, revoke, or suspend the licenses of high-volume for-hire vehicle drivers; or

4. Limit or otherwise prevent a high-volume for-hire vehicle service from deactivating a high-volume for-hire vehicle driver whose license has been revoked or from deactivating a high-volume for-hire vehicle driver whose license has been suspended for the duration of the suspension.

§ 10. This local law takes effect 180 days after it becomes law, provided that the commissioner of consumer and worker protection shall take such measures as are necessary for the implementation of this local law, including the promulgation of rules, before such date, and further provided that such rules requiring that a high-volume for-hire vehicle service, as defined in section 20-1281 of the administrative code of the city of New York, as added by section nine of the local law that added this section, provide data, documents, testimony, or other information to the department of consumer and worker protection may take effect before such date.

Session 13
MC
LS #10312
12/10/2025 3:57PM

Session 12
RL
LS #10312
5/30/2023

I hereby certify that the above bill was passed by the Council of the City of New York on Thursday, December 18, 2025 receiving the following votes:

Affirmative 40

Negative 7

Abstentions 1

Michael M. McSweeney, City Clerk, Clerk of the Council.

DISAPPROVED

ON THE 31st DAY OF Dec 2025

MAYOR

EXHIBIT C

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

UBER TECHNOLOGIES, INC., and UBER USA, LLC, Plaintiffs, v. CITY OF NEW YORK, Defendant.	No. 26-cv-4893

PLAINTIFFS' NOTICE OF MOTION FOR PRELIMINARY INJUNCTION

PLEASE TAKE NOTICE that, upon the accompanying Memorandum of Law, the Declaration of Martha L. Goodman and the Exhibits annexed thereto, the Declaration of Rachel Perl and the Exhibits annexed thereto, the Declaration of Cory Freivogel, the Declaration of Mateusz Jarzabek, the Declaration of Phil De Coning, and all prior papers and proceedings herein, Plaintiffs Uber Technologies, Inc., and Uber USA, LLC (collectively, "Uber") by their undersigned counsel, Dunn Isaacson Rhee LLP, will move this Court, the United States District Court for the Southern District of New York, at the Daniel Patrick Moynihan United States Courthouse, 500 Pearl St., New York, NY 10007, for an order pursuant to Federal Rule of Civil Procedure 65 (1) enjoining preliminarily the enforcement of Local Law 52 of 2026, which violates Uber's rights under the Contracts Clause of the United States Constitution and Uber's Due Process and First Amendment rights guaranteed by the United States Constitution and New York Constitution, and staying the effective date of the Local Law 52 of 2026 pending resolution of its

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unconstitutionality, and (2) granting such other and further relief as the Court deems just and proper.

PLEASE TAKE FURTHER NOTICE that, pursuant to Local Civil Rule 6.1(b), answering papers, if any, shall be served within fourteen days after service of those moving papers.

Dated: Washington, DC
June 9, 2026

Respectfully submitted,

DUNN ISAACSON RHEE LLP

By: */s/Martha Goodman*
Martha Goodman

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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

UBER TECHNOLOGIES, INC., and UBER USA, LLC,

Plaintiffs,

v.

CITY OF NEW YORK,

Defendant.

No. 26-cv-4893

ORAL ARGUMENT REQUESTED

PLAINTIFFS' MEMORANDUM OF LAW IN SUPPORT OF MOTION FOR PRELIMINARY INJUNCTION

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Martha Goodman (N.Y. Bar No. 5034210)
Kyle N. Smith (N.Y. Bar No. 5075940, *SDNY admission pending*)
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PRELIMINARY STATEMENT

This lawsuit is a quintessential Contracts Clause, First Amendment, and Due Process challenge to an unprecedented New York City law. Local Law 52 of 2026 ("***Challenged Law***") would override well-settled contractual provisions designed to protect Uber,[1] riders, and the public at large who rely on Uber to keep its platform and users safe, and then force Uber to speak in further degradation of safety and its interests. Simply put, this draconian new law attempts to force Uber to allow drivers to continue to provide rideshare trips even if Uber has made a good-faith determination that the drivers have engaged in dangerous, threatening, and/or inappropriate behavior. It simultaneously would force Uber to alter the content of its speech by compelling it to disclose to drivers a level of detail about their deactivations and specific complaints from riders even though Uber does not want to provide that information, including because doing so threatens rider safety and privacy. Such a law is unconstitutional and not in the interest of New Yorkers.

The Challenged Law's Constitutional violations are worsened by its 7-year retroactive application. The City goes beyond a forward-looking infringement on core constitutional rights by imposing unconstitutional requirements retroactively for a seven-year period. If Uber fails to comply with even a technical requirement of the new law, it could mean Uber has to reinstate drivers who were deactivated as early as 2019 *even if* the driver undoubtedly committed a serious act of misconduct, like sexual assault or driving while intoxicated. Retroactive legislation violates multiple constitutional rights, including substantive Due Process, and requires Uber to act in a way that offends its core values, including standing for safety.

Uber and its drivers have long-settled contractual rights and obligations. Uber connects City drivers with riders by granting both parties access to Uber's platform. As a

[1] "Uber" refers to Plaintiffs Uber Technologies, Inc., and Uber USA, LLC.

precondition of providing rides on the platform, each driver agrees to a Platform Access Agreement, which incorporates numerous Uber standards and policies. That contractual agreement defines the relationship between Uber and drivers. It grants Uber the right to temporarily remove access to its platform "without notice" to investigate issues and to deactivate a driver's account "without notice if we determine in our discretion" that the driver has engaged in "activity that is deceptive, fraudulent, unsafe, illegal, harmful to our brand, business or reputation, or that violates" the agreement. By incorporating Uber's public-facing Community Guidelines, it also specifies the types of driver conduct that, if found by Uber, may result in a loss of access. These contractual provisions protect not only Uber but also riders and the public at large, and benefit the vast majority of drivers who operate safely.

The Challenged Law stands to upend this long-settled contractual regime and violate Free Speech, Free Association, and Due Process rights, including by:

(i) Overriding Uber's contractual right to deactivate a driver for conduct that it determines in its discretion materially violated the driver's agreement (§§ 20-1282(a)-(c));[2]

(ii) Replacing Uber's contractual right to deactivate drivers immediately in some instances with a requirement that Uber provide 14 days' notice, notwithstanding that doing so is inherently unsafe and poses an avoidable risk (§ 20-1282(d));

(iii) Compelling Uber to speak specific content—such as "all the precise and detailed reasons for" a deactivation and "all customer comments, ratings, and complaints" and "information and data"—even though doing so could endanger riders and interfere with privacy expectations and reveal fraud detection methods (§§ 20-1282(d)-(e), 20-1283(c), 20-1286);

[2] Unless otherwise specified, all citations to Ex. 1-3 refer to Exhibits to the Perl Declaration, all citations to Ex. A-E refer to Exhibits to the Goodman Declaration, and all citations to "Section" or § refer to Local Law 52 (Ex. A). All citations to the names of declarants refer to their respective declarations.

(iv) Compelling Uber to provide other information to drivers that it does not want to disclose, including a report about all other driver deactivations the preceding year which can reveal success in eliminating fraud (§ 20-1286); and

(v) Subjecting Uber to retroactive liability by creating a seven-year retroactive lookback period that requires Uber to reactivate a driver to the platform unless it can prove deactivation decisions back to 2019 met the new standards and new "factors" for deactivations that did not apply previously (§ 20-1283(a)-(b)).

The Constitution does not require a party with rights and obligations under a contract, or who wishes to engage in free speech and association, to justify why it agreed to particular terms or why it wishes to speak (or not speak) or associate (or not associate) in a particular way. But even if the law required justification, Uber has legitimate, carefully considered reasons for deactivating and communicating the way it does, rooted in a careful balance of competing priorities essential to Uber's business, riders, and drivers. The Challenged Law would override that careful balancing entirely, imposing an inflexible wrongdoers-over-safety regime that flies in the face of Uber's contractual rights and the interests of all users of Uber's platform except the tiny portion of deactivated drivers. The result could mean that Uber must let the driver pick up and transport a rider in an enclosed vehicle— including, for example, a single female rider at night to the home where she lives alone—even if Uber has reason to conclude that a driver engaged in misconduct and poses a danger.

Preliminary injunctive relief is necessary to avoid irreparable harm and to balance the equities. The Challenged Law will cause *per se* irreparable harm by depriving Uber of constitutional rights the minute it goes into effect on July 28, 2026. Numerous additional irreparable and noncompensable harms would result if the law takes effect. The balance of equities and public interest favor enjoining the Challenged Law because no one benefits from constitutional violations and it poses an avoidable and significant risk to Uber, riders, and the general public, for the benefit of a tiny minority of drivers. With an injunction in place, deactivated drivers are protected by existing internal appeals and a process led by the Independent Drivers Guild. Uber respectfully requests the Court enter injunctive relief enjoining the City from enforcing the unconstitutional law against Uber and staying its effective date until after this lawsuit is adjudicated.

STATEMENT OF FACTS

A. Drivers Benefit From Contractual Relationship With Uber That Balances Multiple Competing Priorities.

Uber's technology platform connects New York City ("***City***") drivers, who want to earn money, with riders who need rides. Perl ¶ 7. Uber's platform provides drivers with access to more than one hundred thousand trips every day in the City. *Id.* ¶ 6. Uber agrees to grant drivers access to its platform only if they agree to the Platform Access Agreement, which incorporates "the Community Guidelines" and "other applicable Uber standards and policies," such as "safety standards" and "accessibility policies." Ex. 1 at 1 ("***PAA***") (PAA plus incorporated policies, "***Agreement***").[3] The Agreement affords drivers the right to "decide when, where, and whether" they want to offer rides on Uber's platform, which rides to accept, and whether they want to simultaneously offer services on other platforms or maintain jobs elsewhere. Perl ¶ 6. Drivers have the freedom to terminate the Agreement at any point for any reason. PAA § 5.2. The PAA establishes Uber's right to deactivate drivers:

> "**5.3. Deactivation.** You consent to and we may temporarily deactivate your account without notice to investigate whether you have engaged in, or your account has been used in, activity that is deceptive, fraudulent, unsafe,

[3] The agreements that Uber and drivers entered into prior to January 1, 2022 provided for substantially the same rights as the PAA regarding deactivation and notice. Perl ¶¶ 13-15.

> illegal, harmful to our brand, business or reputation, or that violates this Agreement (including the policies incorporated herein by reference) (any of the foregoing, a 'Material Breach or Violation'). You also consent to and we may terminate this Agreement or permanently deactivate your account without notice if we determine in our discretion that a Material Breach or Violation has occurred."

PAA § 5.3 ("***PAA Deactivation Provision***"). The PAA imposes obligations on each party in exchange for benefits received: Drivers must not violate the Agreement, and Uber deactivates them only if it has determined that a violation occurred.

Uber structured its contract with drivers to balance multiple, and sometimes competing, priorities: keeping open driver access and earning opportunities; promoting safe, comfortable, and high-quality rides; and protecting Uber's brand and economic interests. Perl ¶ 16; *see also* Freivogel ¶ 7. Uber's Community Guidelines reiterate that Uber prioritizes making "every experience feel safe, respectful, and positive." Ex. 2 at 1. Given that Uber's technology provides person-to-person interactions inside a private vehicle, the Agreement is designed to protect against avoidable risks by reserving for Uber the discretion to prevent drivers from interfacing directly with riders if they have engaged in prohibited behavior, which directly implicates the core tenets on which Uber operates. Perl ¶ 16; Freivogel ¶ 9. One of Uber's core values is "Stand for Safety," and it makes clear that Uber "stand[s] for safety. Safety is not just a feature–it's a foundation." Freivogel ¶¶ 5-6. Drivers benefit from this: safety attracts more riders, thereby increasing earning opportunities for drivers. *Id.* ¶ 7.

B. Uber Provides A Fair Deactivation Process, Including Avenues Of Appeal.

Deactivations are a last resort and affect only 1% of drivers in New York. Perl ¶ 17. More than half of deactivations of drivers in the City in 2025 were attributable to safety, including: interpersonal issues, such as altercations or alleged sexual misconduct; dangerous driving, such as a crash or poor, unsafe, or distracted driving; serious traffic violations, such as high speeding (captured by phone sensor data while using the Uber platform); or having drugs and/or open containers of alcohol in the car or smells of alcohol or drugs.[4] Freivogel ¶ 14. Uber at times must make deactivation decisions based on imperfect information, such as in the case of a reported sexual assault. *Id.* ¶ 21. Uber typically prioritizes safety by exercising its discretion to deactivate drivers identified in reports about very serious, alarming situations. *Id.* Other prevalent reasons for deactivations in the City in 2025 were identity or document fraud, and economic fraud. Perl ¶ 18; De Coning ¶¶ 16-17; Jarzabek ¶ 9. Together, safety and fraud (including identity verification and document fraud) reflected 92 percent of deactivations in the City in 2025. Perl ¶ 18.

When Uber receives reports of conduct that may result in deactivation, Uber generally notifies drivers they have been the subject to a report that could lead to deactivation and may be deactivated if additional reports are received (even though the PAA does not require any notification). Freivogel ¶ 28. Uber calibrates the specific details it discloses to balance keeping riders safe with providing the driver meaningful notice. *Id.* ¶¶ 30-33. Notices generally inform drivers that they have received a report, the date of the trip, and the general nature of the report (such as "Post-trip contact" or "Unsafe driving"). *Id.* ¶ 30. Uber does not provide to the driver the personally identifiable information like the rider's name, details like pick-up or drop-off address or the time of the trip, or the verbatim text of the rider's report, unless such information is required during a legal process, because such information increases the likelihood that the driver could identify the reporting rider, while not necessarily helping the driver respond. *Id.* ¶ 31. For the more serious issues, Uber limits the type of information it provides due to the heightened risk of retaliation. *Id.* ¶ 32. Similarly, Uber does not provide drivers with details where Uber has

[4] *Deactivations*, Uber, available at www.uber.com/us/en/drive/driver-app/deactivation-review/?city=washington-dc#overview (last accessed June 4, 2026).

detected fraud because such information provides fraudsters with a roadmap to avoid detection in the future. De Coning ¶¶ 20-21; Jarzabek ¶¶ 11-13.

When Uber has determined to deactivate a driver account, it deactivates immediately. Because allowing drivers to remain on the platform after Uber has decided to deactivate could pose safety risks to riders and the public, or financial risks to riders and Uber from additional fraud, it does not give advance notice. Freivogel ¶¶ 37-39; Jarzabek ¶¶ 16-17. The risk of repeat or similar conduct would be even worse if the driver is aware of the impending deactivation and has no incentive to follow the Agreement. Freivogel ¶ 39; Jarzabek ¶¶ 16-17.

Uber maintains an appeal process under which Drivers can seek review of Uber's decision to deactivate their accounts. Most deactivation decisions, including those based on serious safety incidents, are eligible for review in the Review Center. Perl ¶¶ 22-25. When Uber notifies a driver that Uber deactivated the driver's account, Uber discloses the appeals process, if available, and generally provides the ability to submit evidence and immediately request review. Perl ¶ 22. Drivers in the City have had access to an additional independent, union-negotiated appeals process through the Independent Drivers Guild ("***IDG***") since 2016. Perl ¶ 26.

C. The City Passed The Challenged Law To "Fix" A Nonexistent Problem At The Expense Of Uber's Rights And Public Safety.

The City Council ("***Council***") passed the Challenged Law to address what it labeled "wrongful deactivation of high-volume for-hire vehicle drivers." Ex. A at 1. The powerful taxi driver's lobby (the New York Taxi Workers Alliance ("***NYTWA***")) spent more than two years demanding the Council address "unfair deactivations" and reportedly helped write the bill that would become the Challenged Law. Ex. C at 3. The Council did not define what it means for a deactivation to be "wrongful" or "unfair" and concluded, without analysis, that they posed a problem in the City. *E.g.*, Ex. D at 21:11-19; Ex. E at 10. The Council does not appear to have commissioned any studies or research into the purported problem, relying on representations by the NYTWA and anecdotes of deactivated drivers. *E.g.*, Ex. D at 49:15-52:12; Ex. E at 6, 8-9. NYTWA and a similar advocacy organization in California conducted the two "surveys" on which the Council relied, which convey similar one-sided anecdotes by a few hundred deactivated drivers in the City. Ex. E at 6, 8-9. The discussion of the bill focused on addressing drivers' "fear" of deactivation. Ex. D at 51:24-52:12; Ex. F at 3.

Although the Challenged Law ultimately would require Uber to justify its deactivations by a preponderance of the evidence, Council Member Shekar Krishnan, the Challenged Law's primary sponsor, publicly explained initially that companies like Uber should "bear the burden of proving that their actions were justified" "beyond a reasonable doubt," as if Uber was placing drivers in prison. Ex. D at 173:21-174:3; 174:8-175:9. Mr. Krishnan's apparent philosophy was that a driver accused of a serious crime (like kidnapping or rape) must be permitted to continue to pick up passengers and transport them in an enclosed vehicle unless Uber can meet the criminal beyond a reasonable doubt standard. The Council never meaningfully discussed how its presumption in favor of drivers and against Uber could negatively impact rider or public safety. The Council largely dismissed the concerns raised by Uber and other companies and community groups about how restricting the "ability to deactivate bad and unsafe drivers accused of serious misconduct" could create profound safety issues. Ex. B at 2; Ex. E at 12-15.

D. The Challenged Law Would Rewrite Uber's Contracts And Compel Uber To Convey Information It Would Not Otherwise Convey And Associate With Drivers With Whom It Has Chosen Not To Associate.

The Challenged Law, which will take effect on July 28, 2026 if not enjoined, would impose substantive and procedural requirements that, separately and in combination, unconstitutionally interfere with Uber's contractual agreements and violate Uber's rights guaranteed by the United States Constitution:

- Section 20-1282(a)-(c) (the "***Deactivation Prohibitions***") substitutes Uber's contractually agreed-upon right to deactivate a driver based on Uber's discretionary determination of a contractual violation with the City's notion of only three vaguely defined reasons: "just cause;" a "bona fide economic reason"; or "where federal, state, or local law or rule requires" deactivation. The "just-cause" standard is limited to behavior that "poses an imminent danger to other persons" or is discriminatory ("egregious conduct"), a failure to "perform their job duties;" or "misconduct that is demonstrably and materially harmful" to Uber. The Deactivation Prohibitions articulate seven subjective factors that a "fact-finder shall consider" when determining if Uber had "just cause" for the deactivation, and allows for any other factor to be considered.

- Section 20-1282(d) ("***14-Day Notice Provision***") requires giving certain deactivated drivers 14 days' notice prior to deactivation, eviscerating Uber's existing contractual right to deactivate drivers without notice, and forcing Uber to continue to make its platform available to drivers who Uber has decided have violated their contractual commitments.

- Section 20-1283(a)-(b) ("***Retroactive Provision***") applies the Deactivation Prohibitions back to 2019, meaning that Uber must prove that its decision to deactivate a driver at any time in the past seven years would have met the new standards and factors, which did not exist at the time.

- Sections 20-1282(d) ("***14-Day Required Message***), 20-1282(e) ("***Five-Day Required Message***), and 20-1283(a)-(b) ("***Retroactive Required Message***") (collectively, "***Required Messages***"), plus § 20-1285 ("***Compelled Reports Provision***") alter the content of Uber's speech by requiring it to deliver specific information that it does not wish to convey, including because the disclosure could endanger riders and help fraudsters.

- Section 20-1285 ("***Burden of Proof Provision***") constructs kangaroo court proceedings before a fact-finder either in a private action court, or arbitration, or in front of the Department of Consumer and Worker Protection ("***Department***") that presume all deactivations are unjust, shifts the burden of proof to Uber in any proceeding involving a deactivated driver, and restricts Uber's ability to defend itself.

The Challenged Law threatens Uber with robust civil penalties. § 20-1208. In either of the two venues the Challenged Law provides (the Department or a court of competent jurisdiction), the Challenged Law mandates driver reinstatement if any of the fact-finders determine Uber has violated any part of the Deactivation Prohibitions, 14-Day Notice Provision, Retroactive Provision, or Required Messages, no matter how technical. §§ 20-1208(c)(1), 20-1210(c).

LEGAL STANDARD

A preliminary injunction is warranted upon a showing that a plaintiff is "likely to succeed on the merits" and "suffer irreparable harm in the absence of preliminary relief," that the "balance of equities tips" in its favor, and that "an injunction is in the public interest." *Winter v. Nat. Resources Def. Council, Inc.*, 555 U.S. 7, 20 (2008). The "balance of hardships" and "public interest" factors "merge" into one factor when the government is the defendant. *725 Eatery Corp. v. City of New York*, 408 F. Supp. 3d 424, 469 (S.D.N.Y. 2019).

ARGUMENT

I. UBER IS LIKELY TO SUCCEED ON THE MERITS.

Uber is likely to succeed on all its claims, and in particular on its constitutional claims pursuant to the Constitution's Contracts Clause, First Amendment, and the Due Process Clause.[5] Uber need only show the likelihood of success of any one of its claims.

A. Uber Is Likely To Succeed On Its Contracts Clause Claims.

Uber meets both of the two steps that courts consider before finding that a law violates the Contracts Clause: the Challenged Law (1) would substantially impair Uber's longstanding contracts with drivers; and (2) is not an "appropriate" or "reasonable" way to advance any "significant and legitimate public purpose." *Energy Reserves Grp., Inc. v. Kan. Power & Light Co.*, 459 U.S. 400, 411–412 (1983); *Allied Structural Steel Co. v. Spannaus*, 438 U.S. 234, 245 (1978) (Constitution places a "high value" on the right of companies to rely on private contracts "to order their personal and business affairs according to their particular needs and interests" and,

[5] The Challenged Law's impermissible vagueness, violation of the Equal Protection Clause, and unfair procedure under the Due Process Clause (Counts V–VII) also are likely to succeed and bolster the likelihood of success for each of the causes of action subject to Uber's request for injunctive relief.

once "arranged, those rights and obligations are binding under the law, and the parties are entitled to rely on them").

1. <u>Uber is likely to demonstrate that the Challenged Law would substantially impair Uber's contracts with drivers.</u>

The Challenged Law would substantially impair the PAA Deactivation Provision by rewriting it, "undermin[ing] the contractual bargain," and interfering with Uber's "reasonable expectations." *Melendez v. City of New York*, 16 F.4th 992, 1033 (2d Cir. 2021); *DoorDash v. City of New York*, 692 F. Supp. 3d 268, 289–90 (S.D.N.Y. 2023); *accord In re Workers' Comp. Refund*, 46 F.3d 46 F.3d 813, 819–20 (8th Cir. 1995); *San Diego Cty Lodging Assoc. v. City of San Diego*, 2021 WL 5176477, at *6–7 (S.D. Cal. July 8, 2021). Uber specifically contracts for the right to deactivate drivers without notice if it determines that they have engaged in "activity that is deceptive, fraudulent, unsafe, illegal, harmful to our brand, business or reputation," or that otherwise violates the Agreement. Uber had every reason to expect its settled arrangement with drivers would remain settled such that it can maintain the necessary balance of priorities to keep its platform safe and successful. The Challenged Provisions would frustrate Uber's reasonable expectations by rewriting the PAA Deactivation Provision:

- The Deactivation Prohibitions would impair Uber's contractual right by requiring Uber to maintain drivers' access to the platform if any number of fact-finders determine the violation did not meet any of the three "valid" bases for deactivation (one of which requires the application of seven subjective "factors"), even if the drivers have materially violated the terms to which they agreed in the Agreement.

- The Retroactive Requirements[6] would rewrite the PAA Deactivation Provision pursuant to which Uber has deactivated drivers in the past seven years by requiring that those deactivations meet the new Deactivation Prohibitions.

[6] The "Retroactive Requirements" consist of the Retroactive Provision, Retroactive Required Message, and Compelled Reports Provision.

- The 14-Day Notice Provision would replace Uber's contractual right to deactivate any driver who has violated the Agreement "without notice" with a mandatory 14-day advance notice for certain drivers, even in cases where the City agrees the deactivation meets its "just cause" multi-factor standard.[7]

- The Required Messages, Burden of Proof Provision, and Compelled Data Provision would replace Uber's contractual right to communicate deactivation decisions in any way it chooses (and its promise to disclose to riders and drivers exactly how it will use their data) with a mandate to provide deactivated drivers with specific information.

The remedial provisions in the Challenged Law further would eviscerate Uber's contractually bargained for rights by requiring a fact-finder to order Uber to reinstate a driver—no matter the reason for deactivation or risk to safety or to Uber's business—unless Uber can prove by a preponderance of the evidence that it complied with the Challenged Law, including for deactivations taking place during the seven years before the Challenged Law existed. That means, for example, that a fact-finder who found a driver likely committed a reported sexual assault for which he was deactivated, but also found that Uber's deactivation notice was insufficiently "detailed and precise" or came a day late, would have no choice but to order the driver reinstated. In sum, Uber has no way to safeguard or reinstate its contractual rights because the Challenged Law does "not effect simply a temporary alteration of the contractual relationships" between Uber and drivers; it creates "a severe, permanent, and immediate change in those relationships—irrevocably and retroactively." *Spannaus*, 438 U.S. at 250; *Melendez*, 16 F.4th at 1039 ("significant impairment of contract" where a law "permanently and entirely extinguishes" contract rights).

[7] The 14-Day Notice Provision exempts only deactivations based on a "bona fide economic reason" or for "egregious misconduct, account sharing, or if there is a pattern of repeated fraudulent behavior."

2. The Challenged Law does not advance a "legitimate public purpose" or use reasonable and appropriate means.

Because the Challenged Law substantially impairs Uber's contracts with drivers, the City has the burden to "show a significant and legitimate public purpose behind the law," *Buffalo Teachers Fed. v. Tobe*, 464 F.3d 362, 368 (2d Cir. 2006), and that the Challenged Law is a "reasonable and appropriate means" to achieve that public purpose, *Melendez*, 16 F.4th at 1046. The City will be unable to meet its burden, which is "more demanding than" rational basis, requiring a "careful examination of the nature and purpose of the challenged state legislation." *Id*. at 1032, 1035.

The Challenged Law has no significant and legitimate public purpose because it does not "deal with a broad, generalized economic or social problem" but rather aims to benefit only "a narrow class" of only a few thousand people. *Spannaus*, 438 U.S. at 248–50; *see also DoorDash*, 692 F. Supp. 3d at 289. The legislative record does not contain any definition of what "problem" the Challenged Law attempts to address. It does not define "wrongful deactivation," and the legislative history suggests an amorphous concept of the "problem," shifting from "unfair" substantive reasons for deactivation to "unfair" process. Rather than probe the existence and contours of the "problem," the Council concluded one exists as part of an outcome-determinative process orchestrated by a powerful lobby. Even if *arguendo* there exists a problem with "wrongful" determinations, the plain text and legislative history of the Challenged Law reflects that the Council's goal was to benefit only a narrow, "favored" group—a small percentage of drivers who can no longer offer services on technology platforms like Uber—at the intentional expense of Uber and to the detriment of other users of the Uber platform. *Spannaus*, 438 U.S. at 248–50; *Melendez*, 16 F.4th at 1037 (vacating denial of preliminary injunction where legislative history reflected "a certain hostility" to one group and "sympathy" to a smaller group, suggesting law might "not protect a basic societal interest" and benefit "only a favored group"); *Association of Equipment Manufacturers v. Burgum*, 932 F.3d 727, 731–33 (8th Cir. 2019) (affirming preliminary injunction because law "nowhere" mentioned public and "primarily" benefited "a particular economic actor," which is "insufficient to justify a substantial impairment of contractual rights"). The Council knew (and intended) for the Challenged Law to prioritize drivers' access to technology platforms even if it would jeopardize safety and business judgment, meaning not only does it not benefit society, the Challenged Law *harms* it.

Even if the City demonstrated a legitimate public purpose, the Challenged Law's means are not a reasonable or appropriate way to advance that purpose when applying the relevant five factors set out by the Second Circuit in *Melendez*. 16 F.4th at 1038–42. *First*, and as discussed above, the Challenged Law will not impose a "temporary" "impairment of contract" but rather will "permanently and entirely extinguish[]" Uber's contractual rights. *Id*. at 1039. *Second*, there is no basis on which to find that the Challenged Law is "an appropriate means" for preventing "wrongful deactivations." *See id*. at 1040 ("deference is not warranted in the absence of some record basis to link purpose and means"); *DoorDash*, 692 F. Supp. 3d at 294 (same). The Council never has explained, for example, why the Challenged Law curbs "unfair deactivations" by retroactively applying requirements back seven years or compelling Uber to speak specific information where it would otherwise remain silent. *Third*, the Challenged Law's "allocation of its economic burden" places the burden of alleviating the purported hardship on drivers entirely on "the few shoulders" of companies like Uber by "upsetting lawfully contracted-for expectations" between Uber and drivers. *See Melendez*, 16 F.4th at 1042. *Fourth*, despite the Challenged Law's purported aim to address "wrongful deactivations," its remedies are "not conditioned" on whether a deactivation was "wrongful." *Id*. at 1041. It mandates reinstatement for any violation, including for technical violations of the notice or required message provisions, regardless of whether there was a good underlying reason to deactivate the driver, and in fact appears designed to create a minefield of technicalities to generate violations. *See DoorDash*, 692 F. Supp. 3d at 295. *Fifth*, the Challenged Law does not provide for Uber "to be compensated for damages or losses sustained as a result of" the contractual impairment. *See Melendez*, 16 F.4th at 1045.

B. Uber Is Likely To Succeed On Its Due Process Claim.

The Retroactive Provision, the Retroactive Provision's Required Message, and Compelled Data Provision violate the Constitution's Due Process Clause by applying retroactively without *any* expressed reason or rationale. *See Landsgraf v. USI Film Prods.*, 511 U.S. 244, 264 (1994) (requiring "clear expression of the intent" of any "retroactive application" of a statute); *Regina Metro. Co. v. New York State Div. of House. and Community Renewal*, 154 N.E.3d 972, 988 (N.Y. 2020) (must provide "persuasive reason" for "potentially harsh" impacts of retroactivity). Neither the text nor the legislative history of the Challenged Law provides the Council's reasoning for why various provisions of the Challenged Law should apply retroactively at all, or specifically for seven years. The only discernible purpose for attempting to hold Uber to a "just cause" standard and factors that did not exist during the past seven years is punitive in nature and, therefore, illegitimate. *See Regina*, 154 N.E.3d at 1001–02. "Retroactivity concerns are further heightened" where, as here, a law would affect "contractual or property rights, matters in which predictability and stability are of prime importance." *Id.* at 1000 (citing *Landgraf*, 511 U.S. at 271). No other jurisdiction in the country has required Uber to retroactively apply a new law to deactivation decisions that took place over the course of seven years, Perl ¶ 33, and yet the City had not even attempted to justify why it is entitled to hold Uber to a standard that Uber did not and could not know would apply to all of its deactivation decisions from seven years ago.

C. Uber Is Likely To Succeed On Its Compelled Speech Claim.

The Required Messages, Compelled Data, and Burden of Speech Provisions (“***Compelled Speech Provisions***”) would strip Uber of “both the right to speak freely and the right to refrain from speaking at all” by altering “the content of” Uber’s speech and compelling Uber to speak in a way preferred by the City. *Burns v. Martuscello*, 890 F.3d 77, 84 (2d Cir. 2018) (internal citation and quotation marks omitted); *National Institute of Family and Life Advocates v. Becerra*, 585 U.S. 755, 766 (2018) (“*NIFLA*”). The Compelled Speech Provisions would force Uber to create and disseminate information that it otherwise would not, specifically: “all the precise and detailed reasons” for any deactivation; all “customer comments, ratings, and complaints received” from riders about the driver (even where irrelevant to the reasons for deactivation); “information and data” and driving “performance data” about the driver; and reports that aggregate all deactivations of “drivers who have engaged including in the same or similar conduct” as the basis for the driver’s deactivation. *See Sorrell v. IMS Health Inc.*, 564 U.S. 552, 570 (2011) (“creation and dissemination of information are speech within the meaning of the First Amendment”). These compelled speech provisions would be disastrous in cases of sexual assault and fraud.

The Court should apply strict scrutiny and find the Compelled Speech Provisions presumptively unconstitutional as content-based restrictions because they will “alter the content” of Uber’s current communications with drivers and compel Uber “to speak a particular message” instead. *Infra* I.C.1.; *see 303 Creative LLC v. Elenis*, 600 U.S. 570, 586 (2023); *NIFLA*, 585 U.S. at 766. But Uber is likely to succeed on its claim that the Compelled Speech Provisions are unconstitutional no matter what level of scrutiny the Court applies. *Infra* I.C.2, I.C.3.

1. Uber is likely to succeed in arguing that the Compelled Speech Provisions are subject to, and fail, strict scrutiny.

The Compelled Speech Provisions are content-based and compel non-commercial speech.

The Compelled Provisions are content based. Requiring Uber to make disclosures it "would not otherwise make necessarily alters the content of the speech." *Riley v. Nat'l Fed'n of the Blind of N.C., Inc.*, 487 U.S. 781, 795, (1988); *DoorDash v. City of New York*, 789 F. Supp. 3d 337, 353 (S.D.N.Y. 2025) (finding that the First Amendment protects DoorDash's discretion over "who (if anyone) will receive customer data"); *see also NIFLA*, 585 U.S. 755, 766 (2018).[8] A regulation need not compel specific language to be a content-based restriction. *See Riley*, 487 U.S. at 795; *Miami Herald Publishing Co. v. Tornillo*, 418 U.S. 241, 256 (1974). As discussed in the context of the Contracts Clause, Uber has no contractual obligation to tell drivers the reason for deactivation (even though it does so) or to explain the same in detail, or to provide them with riders' "comments, ratings, and complaints received" or driver performance data or aggregate reports of deactivations for the "same or similar conduct." Uber would "rather avoid" the need to do more than what it already does or what its private contracts require, and for good reasons rooted in safety and protecting its economic interests against fraudsters. *Hurley v. Irish-Am. Gay, Lesbian & Bisexual Grp. of Bos.*, 515 U.S. 557, 573 (1995).

The content-based speech compelled by the Challenged Law is not "commercial." Just because Uber is a commercial company does not mean that all of its speech is commercial as a matter of law. "The core notion of commercial speech is that which does no more than propose a commercial transaction." *Nat'l Inst. of Fam. & Life Advocs. v. James*, 160 F.4th 360, 374 (2d Cir. 2025) (affirming granting preliminary injunction on likelihood of demonstrating speech is noncommercial because organization receives "no remuneration or financial benefit for engaging in it"); *accord Central Hudson Gas & Elec. Corp. v. Pub. Serv. Comm'n of New York*, 447 U.S. 557, 563 (1980) ("The First Amendment's concern for commercial speech is based on the

[8] The Burden of Proof Provision essentially requires Uber's compliance for the Compelled Provisions because if Uber does not comply with them it is foreclosed from offering as evidence any undisclosed basis for deactivation.

informational function of advertising.”).[9] The speech that the Compelled Speech Provisions would regulate—what Uber communicates privately to drivers in the course of deactivating them—does not meet that legal definition; it does not propose a commercial transaction and is not even customer facing. Nor are Uber's communications with deactivated drivers about the bases for their deactivation, and the information relied on, such as rider reports, reflects speech “solely” motivated by Uber's “economic interest.” *National Institute*, 160 F.4th at 378 (citation omitted).

Because the Challenged Law is content-based and regulates noncommercial speech, strict scrutiny applies, which imposes on the government the “exacting standard” of demonstrating: (1) there is a “real problem” that amounts to a “compelling state interest”; and (2) that the provisions are the “least restrictive means to achieve” those ends. *Id.* at 373–74; *Reed v. Town of Gilbert, Ariz.*, 576 U.S. 155, 163 (2015); *U.S. v. Playboy Entertainment Grp.*, 529 U.S. 803, 827 (2000). Uber will succeed in showing that the City cannot meet either requirement.

As discussed above, the Compelled Speech Provisions do not attempt to solve any “real problem.” *Supra* I.A.2. Even if there is a “real problem” of “wrongful” deactivations, the record fails to establish that there is a “compelling state interest” in addressing it. For the same reason the City cannot meet its burden to justify the violation of the Contracts Clause, the City cannot show that the Compelled Speech Provisions address a “problem” that affects any more than a small percentage of an already small group of New Yorkers. That some drivers may feel aggrieved by the reason Uber deactivated them or how Uber communicated about the decision is insufficient for the City to carry its burden of demonstrating a compelling, real problem. *Playboy Ent. Grp.*, 529 U.S. at 822 (“the Government must present more than anecdote and supposition”).

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[9] The speech involved in *Central Hudson* related to a ban on advertising, which indisputably was commercial in nature.

If the Court finds Uber's communications with drivers to reflect a "real problem," the Compelled Speech Provisions still fail strict scrutiny because they are far from the least restrictive means to address it. The Compelled Speech Provisions are exceptionally broad, with no tailoring to the reasons why a driver may be deactivated. The Required Messages compel Uber to provide ***all*** "precise and detailed" reasons for a deactivation, ***all*** rider "comments, ratings, and complaints" about the driver, all "information and data," and an aggregation of ***all*** drivers who Uber has deactivated for same or similar reasons. It is inconceivable that requiring Uber to disclose such expansive information, which by definition includes information that has no relevance to a driver's deactivation, is the "least restrictive" way to address purportedly "wrongful" deactivations. The nature of the Compelled Speech Provisions raises "serious doubts" about whether the City "is in fact pursuing the interest it invokes," rather than "disfavoring a particular speaker or viewpoint." *Brown v. Ent. Merchs. Ass'n*, 564 U.S. 786, 802 (2011) (finding law failed strict scrutiny review where it "singled out the purveyors of video games for disfavored treatment").

2. Even if the regulated speech is commercial, Uber is likely to demonstrate that the Challenged Speech Provisions would not survive intermediate scrutiny.

If the Court determines that the Compelled Speech Provisions target commercial speech, the Court should apply the intermediate scrutiny level of review articulated by the United States Supreme Court in *Central Hudson* because the speech targeted is neither "misleading" to consumers (or even consumer-facing) nor related to "unlawful activity." *Central Hudson*, 447 U.S. at 566 ("*Central Hudson* Scrutiny"); *DoorDash*, 789 F.Supp.3d at 355–56 (citing *Central Hudson*, 447 U.S. at 566). Where, as here, the information does not fall into those two categories, the City's "power is more circumscribed" and courts apply a balancing test to determine whether a commercial-speech regulation passes intermediate scrutiny. *Central Hudson*, 447 U.S. at 564.

The City will be unable to meet *Central Hudson* Scrutiny because doing so requires the City establish that the interest served by the Compelled Speech Provisions is substantial, that the Compelled Speech Provisions directly advance the asserted interest, and that the interest could not be served as well by a more limited regulation of speech. *Id.* at 564. Here, the City cannot establish any interest, and certainly not a substantial one, in controlling how Uber communicates with drivers about deactivations. Nor will the City be able to show that the Compelled Speech Provisions would "alleviate" any problems with driver deactivation "to a material degree." *Edenfield v. Fane*, 507 U.S. 761, 771 (1993). The City has not demonstrated why it cannot address the alleged problem with means that do not compel Uber to speak in a way it does not want to—such as, for example, "an incentive-based program or more fine-tuned regulation." *DoorDash*, 789 F.Supp.3d at 359.

3. The Compelled Speech Provision would not survive *Zauderer* Scrutiny.

The standard for commercial speech articulated in *Zauderer* ("***Zauderer Scrutiny***") does not apply, and if it did, the City would not meet it.[10] If the Court determines strict scrutiny does not apply, it should apply the same reasoning from *DoorDash* to find intermediate scrutiny (rather than *Zauderer* Scrutiny) applies. *DoorDash*, 789 F.Supp.3d at 355. In that case, the court applied intermediate scrutiny (without deciding if strict scrutiny should apply) to a law compelling companies to disclose consumer data to third parties that it did not want to disclose. *Id*. The court found *Zauderer* inapplicable because "the compelled disclosure" was not "made" to "the general public" and was related to "data collected" by the plaintiffs "in the course of their services," rather

[10] *Zauderer* articulates a standard that requires more than rational basis scrutiny but less than intermediate scrutiny. *See Volokh v. James*, 148 F.4th 71, 86 n.6, 87 (2d Cir. 2025) (noting "some aspects of the *Zauderer* analysis are arguably more stringent than traditional rational basis review" and referring to the standard as "*Zauderer* scrutiny"); *Am. Meat Inst. v. U.S. Dept. of Agriculture*, 760 F.3d 18, 33 (D.C. Cir. 2014) ("*Zauderer* fit requirements are far more stringent than mere rational basis review.") (Kavanaugh, J., concurring).

than the services themselves. *Id*. Like in *DoorDash*, the Challenged Law does not compel disclosures "to the general public," and therefore "does not serve the public informational interest that animated *Zauderer*." *DoorDash*, 789 F.Supp.3d at 355. Federal cases applying *Zauderer* to "factual, commercial disclosure" deal with disclosure requirements "about a company's own products or services," which is not the case here. *Safelite Group, Inc. v. Jepsen*, 764 F.3d 258, 263–64 (2d Cir. 2014).

If *Zauderer* Scrutiny applies, the City will be unable to meet any version of the standard because compelled disclosure mandates must "remedy" a harm that is "'not purely hypothetical'" and "'no broader than reasonably necessary.'" *NIFLA*, 585 U.S. at 776 (internal quotations omitted). The legislative record does not evidence such harm, and the Compelled Speech Provisions are far more expansive than necessary to address purported "wrongful" deactivations.

D. Uber Is Likely To Succeed On Its Compelled Association Claims.

The Challenged Law infringes on Uber's freedom of expressive association by forcing Uber to include "an unwanted person" in the cohort of individuals whom it permits to offer services on its platform. *Boy Scouts of America v. Dale*, 530 U.S. 640, 648 (2000) (recognizing infringement of freedom of association where "the presence of that person affects in a significant way the group's ability to advocate public or private viewpoints"). Strict scrutiny applies here under the three-step compelled association test that the Second Circuit has held governs the analysis: (1) Uber engages in "expressive association;" (2) the Retroactive Provisions, Deactivation Provision, and 14-Day Notice Requirement ("***Compelled Association Provisions***") would significantly affect Uber's "ability to advocate its viewpoint" by forcing Uber to reactivate drivers who it has deactivated for failing to engage in conduct compatible with its values; and (3) there is no justification for the "the burden imposed on the associational expression." *Slattery v. Hochul,* 61 F.4th 278, 287 (2d Cir. 2023).

Uber engages in protected expressive association through its brand values, public statements related to safety, and company policies, including its “Stand for Safety” core value. First Amendment protections apply to this association, even where Uber does not associate for the sole purpose of disseminating a certain message. *See Dale*, 530 U.S. at 655; *303 Creative LLC*, 600 U.S. at 600. The Challenged Law significantly affects Uber’s ability to advocate its viewpoint by forcing Uber to reinstate drivers with whom Uber has already chosen to disassociate for safety reasons. This is incompatible with its values. *Slattery*, 61 F.4th at 287-88; *cf. New Hope Family Services, Inc. v. Poole*, 966 F.3d 145, 179 (2d Cir. 2020) (“Compelled hiring, like compelled membership, may be a way in which a government mandate can affect in a significant way a group’s ability to advocate public or private viewpoints.” (cleaned up)).

The City must but cannot demonstrate that the Challenged Law was adopted to serve a “compelling state interest” and cannot be achieved through less restrictive means. *Roberts v. U.S. Jaycees*, 468 U.S. 609, 623 (1984). The Court need look no further than the Retroactive Provision, which would force Uber to reinstate drivers from whom it *already chose to disassociate* for violating its policies, to conclude that the Challenged Law applies means far more expansive than needed to meet its professed goal.

II. UBER WILL SUFFER IRREPARABLE HARM ABSENT A PRELIMINARY INJUNCTION.

A. Deprivation Of Constitutional Rights Is Irreparable Harm.

A preliminary injunction is warranted because compliance with the Challenged Law threatens to cause Uber irreparable harm. *See Mullins v. City of New York*, 626 F.3d 47, 55 (2d Cir. 2010) (requires only “a threat of irreparable harm, not that irreparable harm already have occurred”); *Airbnb, Inc. v. City of New York*, 373 F. Supp. 3d 467, 498 (S.D.N.Y. 2019) (where ordinance "has not yet gone into effect" it is sufficient to show the threat of "imminent violations of their constitutional rights in the absence of preliminary relief").

There is a threat of irreparable harm based solely on the possible deprivation of Uber's guaranteed constitutional rights, which constitutes *per se* irreparable harm and alone is dispositive. *Bery v. City of New York*, 97 F.3d 689, 694 (2d Cir. 1996) ("When an alleged deprivation of a constitutional right is involved, most courts hold that no further showing of irreparable injury is necessary." (citation omitted)); *Seventh Regiment Armory Conservancy, Inc. v. Knight*, 811 F. Supp. 3d 467, 478 (S.D.N.Y. 2025) ("irreparable harm" is "presumed where the alleged injury 'flows from a violation of constitutional rights.'" (quoting *Jolly v. Coughlin*, 76 F.3d 468, 482 (2d Cir. 1996)); *see Elrod v. Burns*, 427 U.S. 347, 373 (1976) ("loss of First Amendment freedoms, for even minimal periods of time, unquestionably constitutes irreparable injury"); *Conn. State Police Union v. Rovella*, 494 F. Supp. 3d 210, 220 (D. Conn. 2020), *aff'd*, 36 F.4th 54 (2d Cir. 2022) (" alleged deprivation of constitutional rights—including rights violated under the Contracts Clause—raises a presumption of irreparable harm" (internal quotations omitted)); *Donohue v. Paterson*, 715 F. Supp. 2d 306, 316 (N.D.N.Y. 2010). No separate showing of irreparable harm is needed because Uber is likely to succeed on the merits of its constitutional claims. *See, e.g., Statharos v. N.Y.C. Taxi and Limousine Comm'n*, 198 F.3d 317, 322 (2d Cir. 1999) ("Because plaintiffs allege deprivation of a constitutional right, no separate showing of irreparable harm is necessary."); *Jolly*, 76 F.3d at 482.

B. The Challenged Law Threatens To Impose Numerous Additional Irreparable Harms.

Even if the threatened deprivation of constitutional rights alone were not a sufficient basis to find irreparable harm (which it is), the Challenged Law threatens a range of other irreparable harms:

Reinstatement threatening harm to the public. Given the Challenged Law's prioritization of driver access above safety, there is a real threat that the Challenged Law would require Uber to reinstate a driver who may have already committed a serious crime or otherwise endangered riders or the public—even for an issue as small as Uber missing a deadline or detail. *Coronel v. Decker*, 449 F. Supp. 3d 274, 281 (S.D.N.Y. 2020) ("irreparable harm" where "imminent risk" to "health, safety, and lives"). Besides the human toll, such an outcome directly contravenes of Uber's own commitments and values. *See* Freivogel ¶¶ 41, 43.

Chilling effect on riders by forcing disclosure of private information. The Required Disclosures threaten to force Uber to disclose to drivers information that riders provided to Uber with an expectation it would remain private (except for limited, disclosed reasons, such as legal process). *See Airbnb, Inc.*, 373 F. Supp. 3d at 499. Requiring Uber to share every comment, rating, or complaint, and all data and information relevant to a deactivation, is likely to have a chilling effect on riders submitting reports and speaking to Uber's investigators on recorded phone calls about negative experiences with drivers, including of serious conduct that even the Challenged Law would recognize as just cause for deactivations. *See* Freivogel ¶ 33; *see also New York v. U.S. Dep't of Homeland Sec.*, 969 F.3d 42, 86 (2d Cir. 2020).

Harm to Uber's reputation and goodwill. Requiring Uber to allow access to drivers who have violated its contractual agreement creates a real threat that would-be riders will view Uber in lower esteem—including based on a perception that Uber has lowered its safety, quality, and privacy standards—or even to stop using the platform. *See* Perl ¶¶ 27-29; *see also Register.com, Inc. v. Verio Inc.*, 356 F.3d 393, 404 (2d Cir. 2004) (irreparable harm through "loss of reputation, good will, and business opportunities"); *Mercer Health & Benefits LLC v. DiGregorio*, 307 F. Supp. 3d 326, 347 (S.D.N.Y. 2018).

Requiring access to those who have engaged in fraudulent behavior. The Challenged Law risks forcing Uber to give access to the platform to drivers who have engaged in fraudulent behavior, including stealing money or pretending to be someone who they are not. *See* De Coning ¶ 26; Jarzabek ¶ 16; *see also State Farm Mut. Auto. Ins. Co. v. Tri-Borough NY Med. Prac. P.C.*, 120 F.4th 59, 80–81 (2d Cir. 2024) (irreparable harm where defendant's action "obscures" what plaintiff "contends is an elaborate and complex fraudulent scheme" and would "help to insulate the alleged fraud from detection"). The 14-Day Notice Provision expressly contemplates forcing Uber to provide access to fraudsters by only exempting "*repeated* fraudulent behavior;" thus, the Challenged Law forces Uber to tolerate and absorb whatever fraud a driver has committed solely because there is not a pattern, yet, with no recourse. *See* Jarzabek ¶ 17.

Forced revelation of sensitive internal anti-fraud measures. The Required Disclosures threaten to force Uber to reveal its internal fraud detection and prevention methods and provide would-be wrongdoers with a roadmap for avoiding future detection, all of which makes Uber suffer monetary losses it cannot recoup from the City. *See* De Coning ¶¶ 20-25; Jarzabek ¶¶ 11-15; *see also Hirschfeld v. Stone*, 193 F.R.D. 175, 187 (S.D.N.Y. 2000) ("disclosure of confidential information" is "the quintessential type of irreparable harm that cannot be compensated"). If the Challenged Law goes into effect, Uber would face an untenable choice between irreparable harms: (1) deactivate the driver's account and turn over information revealing its proprietary and confidential techniques for detecting fraud, thereby providing a roadmap for future fraudsters to evade detection; (2) deactivate the driver's account without making those disclosures and consequently be barred from presenting any of that evidence in a subsequent proceeding before an outside fact-finder; or (3) maintain the driver's access to the platform despite the fraud (which the

Challenged Law recognizes as a basis to deactivate), and risk additional fraud and unrecoverable losses. *See* De Coning ¶ 25.

Nonrecoverable compliance costs. The compliance costs threatened by both the Retroactive Provisions and the Burden of Proof Provision are irreparable, go well beyond what is ordinary or compensable, and irreparably harm Uber. *Thunder Basin Coal Co. v. Reich*, 510 U.S. 200, 220–21 (1994) (Scalia, J., concurring) ("complying with a regulation later held invalid almost always produces the irreparable harm of nonrecoverable compliance costs"); *New York*, 969 F.3d at 86. The Retroactive Provision immediately would inundate Uber with petitions from drivers deactivated as far back as July 28, 2019 and provide the company with only 30 days to research and respond, which stands to impose a fundamental restructuring of operations, creation of new infrastructure for investigating and responding to complaints, and compelled departure from core business practices. Perl ¶¶ 31-33. The Burden of Proof Provision also forces Uber to engage in extensive record keeping and comprehensive disclosure in its initial notice of deactivation.

Exposure to inconsistent judgments. The multi-factor "fact-finding" process established by the Challenged Law is likely to expose Uber, and its drivers, to inconsistent judgments depending upon who the "fact-finder" may be, how those fact finders each interpreted the mandatory factors, and whatever additional factors they considered (or do not consider), from which Uber could not recover. *Cf Gov't Emps. Ins. Co. v. Patel,* 2024 WL 84139, at *7 (E.D.N.Y. Jan. 8, 2024), *aff'd*, 166 F.4th 280 (2d Cir. 2026) ("risk of inconsistent judgments in No-Fault arbitrations, state collection actions, and RICO- and fraud-based litigation in federal court, irreparable harm may be shown"); *see* Freivogel ¶ 42.

III. THE PUBLIC INTEREST AND BALANCE OF EQUITIES SUPPORT AN INJUNCTION.

The "balance of equities and the public interest" favor Uber because it has established that it will suffer violations of constitutional rights absent a preliminary injunction. *New York*, 969 F.3d at 86–87. The City "does not have an interest in the enforcement of an unconstitutional law" and would not face any additional burdens if the Court grants a preliminary injunction. *725 Eatery Corp. v. City of New York*, 408 F. Supp. 3d 424, 470 (S.D.N.Y. 2019). The public interest also is "well served by the correction" of the constitutional harms that the Challenged Law imposes. *A.H. v. French*, 985 F.3d 165, 184 (2d Cir. 2021). While that interest alone is sufficient, the public interest also favors an injunction because of the significant risk of harm to riders and the general public if the Challenged Law takes effect.

CONCLUSION

This Court should enter an injunction prohibiting enforcement of the Challenged Law against Plaintiffs and staying the effective date of the Challenged Law pending resolution of its unconstitutionality.[11]

Dated: Washington, DC
June 9, 2026

Respectfully submitted,

DUNN ISAACSON RHEE LLP

By: */s/Martha Goodman*
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[11] Uber should not be required to post a bond because the City will not suffer any loss or damage through a wrongful injunction. Fed. R. Civ. P. 65(c); *see Doctor's Associates, Inc. v. Distajo*, 107 F.3d 126, 236 (2d Cir. 1997).

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CERTIFICATE OF COMPLIANCE WITH WORD COUNT AND LOCAL RULE 7.1

Undersigned counsel certifies that this Memorandum of Law complies with the Individual Practices' and Local Rules' limit of 8,750 words as it contains 8,744 words of text according to the undersigned's Microsoft Word word count function.

/s/ Kyle N. Smith

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

UBER TECHNOLOGIES, INC., and UBER USA, LLC, Plaintiffs, v. CITY OF NEW YORK, Defendant.	No. 26-cv-4893

[PROPOSED] ORDER

This matter is before the Court on Plaintiffs Uber Technologies, Inc. and Uber USA, LLC's Motion for Preliminary Injunction. Upon consideration of the motion, all of the papers submitted by the parties, the relevant authorities and the oral argument of counsel, the Court finds that:

1. Plaintiffs have carried their burden of demonstrating that they are likely to succeed on the merits of its claims that Local Law 52 of 2026 violates the Contracts Clause of the United States Constitution; the Due Process Clause of Section 1 of the Fourteenth Amendment to the United States Constitution and Article I, Section 6 of the New York Constitution; and the First Amendment of the United States Constitution and Article I, Section 8 of the New York Constitution;

2. The other considerations relevant to granting preliminary injunctive relief, taken together, support granting a preliminary injunction, including because:

   a. Plaintiffs will likely suffer irreparable harm in the absence of a preliminary injunction;

   b. The balance of equities weighs in favor of issuing a preliminary injunction; and

c. A preliminary injunction is in the public interest.

Accordingly, IT IS HEREBY ORDERED THAT Plaintiffs' motion for preliminary injunction is GRANTED.

The Court further ORDERS as follows:

1. Defendant City of New York and the Commissioner of the New York City Department of Consumer and Worker Protection, and each of Defendant's officers, agents, servants, employees, and attorneys, and any other person or entity subject to its control, acting on its behalf, or acting directly or indirectly in concert or participation with it, are hereby enjoined from taking any steps to (a) implement any provision of Local Law 52 of 2026 against Plaintiffs or their affiliated entities, or (b) enforce or apply, retroactively or prospectively, to or as against Plaintiffs, any provision of Local Law 52 of 2026, pending this Court's final determination on the merits of Plaintiffs' claims.

2. The effective date of Local Law 52 of 2026 is hereby stayed, enjoined, and restrained as to Plaintiffs.

3. There is no realistic likelihood that Defendant will suffer costs or damages from this preliminary injunction, so no security is required.

IT IS SO ORDERED.

DATED: ____________________, 2026 ______________________________________

United States District Court for the
Southern District of New York

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

UBER TECHNOLOGIES, INC., and UBER USA, LLC, Plaintiffs, v. CITY OF NEW YORK, Defendant.	No. 26-cv-4893

DECLARATION OF CORY FREIVOGEL IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY INJUNCTION

I, Cory Freivogel, declare as follows:

1. My name is Cory Freivogel. I am over the age of 18, have personal knowledge of the facts stated in this declaration, and can competently testify to their truth.

2. I am currently Head of Safety, US & Canada, at Uber Technologies, Inc. ("Uber"). I have worked at Uber since August 2015 and have been in my current position since September 2024. My responsibilities include developing and maintaining Uber's standards and processes related to rider and driver safety, with a focus on matters of personal safety and interpersonal conflict, and including the deactivation of driver accounts for safety reasons.

3. I make this declaration in support of Plaintiffs' Motion for a Preliminary Injunction, which seeks to preliminarily enjoin Defendant from enforcing Local Law 52, enacted by New York City (the "City") in January 2026 and set to take effect on July 28, 2026 (the "Challenged Law").[1]

[1] Local Law No. 52 (2026) of City of New York (Jan. 28, 2026).

4. As part of my work for Uber, I am familiar with the Challenged Law, as well as the steps Uber would take to comply with it by July 28, 2026.

I. Uber Prioritizes the Safety of Riders, Drivers, and the Public.

5. Uber is a value-driven company, and it instructs its employees, like me, to live by and embody a set of values established by company leadership, such as "Build with Heart," "Great Minds Don't Think Alike" and "See the Forest and the Trees." One of the key values is "Stand for Safety." It drives much of what we do. Uber's ridesharing operations provide the requisite technology to connect independent drivers and riders so that they can arrange rides on the Uber platform—a concept that was relatively novel when widespread and technology-driven peer-to-peer ridesharing first appeared more than ten years ago. If riders and drivers do not feel safe accessing Uber's platform, it will affect their willingness to access Uber's platform to obtain or perform services.

6. Uber publicly professes its values and commitment to safety, including by assuring members of the public that it is "committed to safety" and that "we stand for safety. Safety is not just a feature—it's a foundation."[2]

7. Safety informs Uber's policies and standards relating to driver deactivation, and Uber designs and implements those policies and standards to balance its focus on keeping riders, drivers, and the public safe with its desire to provide drivers access to the platform and earnings opportunities. Drivers, riders, the public, and Uber all benefit from striking the right balance: riders will take, and drivers will provide, more rides if they have a safe and high-quality experience when using the platform, which in turn provides more earning opportunities for drivers.

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[2] *Our commitment to safety*, Uber, available at https://www.uber.com/us/en/safety/our-commitment/?uclick_id=bd8a07c5-2192-4d2a-b0cd-ed79da09df17 (last accessed May 13, 2026).

8. Uber expects everyone who uses Uber's platform to exercise common sense and comply with its public-facing "Community Guidelines," which express Uber's goal of making "every experience feel safe, respectful, and positive."[3]

II. Uber Prioritizes Safety With The Help Of A Team of Safety Professionals Who Assess and Maintain Its Deactivation Processes.

9. As the Head of the Safety Team at Uber, I personally manage 22 reports. My team focuses on reviewing and responding to safety incidents involving drivers and riders, including the deactivation process. My team's primary goal is to reduce and prevent the number of safety incidents and prevent incidents that place drivers, and riders, or the public in harm's way.

10. I coordinate with multi-functional experts including investigators, attorneys, data scientists, engineers and product specialists across various specialized teams, including Public Safety and Law Enforcement Outreach, Safety Product, Safety Marketing, Safety Legal, and the Global Account Actioning Program, which is a global team that focuses on deactivation fairness. The Global Account Actioning Program established global principles for managing platform access and developed an in-application process whereby deactivated drivers can request reviews of their deactivations. Determining, implementing, and constantly seeking to improve company standards and policies relating to safety and deactivation is an ongoing multi-functional team process.

11. Uber allocates experts and resources to understand safety from a variety of perspectives: riders, drivers, and the general public. Uber makes decisions relating to safety based

[3] Uber's Community Guidelines states that they apply to "everyone who uses the Uber Marketplace Platform." Uber defines the "Uber Marketplace" which Uber defines as the "rideshare marketplace" that "connects riders looking for transportation with drivers looking for work at the tap of a button" that includes both mobility and food delivery platforms. *See* https://www.uber.com/us/en/marketplace/. References to "platform" throughout the complaint relates to the mobility offering, namely connecting riders to drivers for purposes of personal transportation.

on qualitative and quantitative data while striking a balance with other high priorities, including platform access for both drivers and riders.

12. The Challenged Law will upset this balance.

13. I strongly reject the notion that Uber's deactivation policies and operations are arbitrary or unfair to drivers.

III. Uber's Decisions To Deactivate For Safety Reasons Are Based On Human Review Of A Variety Of Information And Consider Fairness And Accuracy.

14. More than half of deactivations in New York City in 2025 were for safety reasons.

15. Uber does not deactivate any driver for safety concerns without a human review. Drivers are never deactivated in the City through the Safety team's processes based only on "algorithms," AI, or machine learning. There always is a human reviewing and deciding whether a driver should be deactivated due to safety.

16. Accountability and user feedback have been a key part of Uber's platform for years. Riders are able to provide their driver a rating from one (dissatisfied) to five stars (very satisfied) for a trip. Drivers also provide ratings of their riders for the same reasons. Riders and drivers can also submit reports about their drivers through their Uber applications. User reports (including rider reports and driver reports) are critical pieces of communication for Uber to promote safety and quality on the platform and action accounts appropriately. Uber wants to encourage feedback from riders and drivers to help its efforts to facilitate safe, high-quality experiences for people who use its platform.

17. Reports from riders or drivers play a varying role in deactivation, depending on the basis for the deactivation. In the context of safety incidents, Uber typically becomes aware of a safety issue when a user, such as a rider or driver, submits a report to Uber via the Help section of the Uber application.

18. For certain serious reports, such as physical or sexual assaults or driving while intoxicated, Uber temporarily restricts a driver's ability to accept trip requests until the investigation of the report is complete. This temporary restriction due to such a serious report highlights Uber's commitment to the safety of riders and the public, while still ensuring that no final decision is made on a driver's account until the investigation is complete. In some instances, drivers will remain on temporary hold until the driver answers or returns a phone call and speaks with Uber's investigators.

19. Uber has endeavored to adopt best practices for investigating sexual abuse and sexual assault reports, including integrating trauma-informed and survivor-centered approaches that allow the company to conduct thorough investigations while minimizing any further trauma to survivors of such abuse or assault.

20. The investigative process involves closely scrutinizing reports and reviewing other available data and additional information, including from GPS, video or audio recording, other evidence submitted by drivers, and communications between drivers and riders.

21. Following an investigation of a safety-related incident report, Uber must make deactivation decisions based on available and, at times, imperfect information. Sometimes it is difficult to reach a definitive conclusion, such as, for example, whether a sexual assault occurred, or if it occurred in the exact manner reported. However, given the severity of certain types of misconduct including sexual assault, a single report may lead to deactivation, even if Uber is not able to definitively confirm a rider's report. Deactivation in this context does not mean that Uber conclusively determined that the incident occurred, but being identified as having committed a serious safety incident is a violation of Uber's safety standards. For other types of issues, Uber may deactivate a driver only if there are repeated reports relating to the same kind of issue.

22. Of all the safety related reasons for deactivations in the City, dangerous driving is the most common. Before deactivating a driver for dangerous driving, Uber considers a variety of data points, including the number and timing of reported incidents, the content of such reports, the driver's ratings, and recent patterns of behavior. For dangerous driving purposes, Uber also utilizes phone sensor data. Specifically, Uber collects telematics data from drivers' phones, such as acceleration and speed. The telematics data is analyzed to generate for each driver a safe driving score, which Uber calls the CMT Score. The CMT Score helps drivers monitor and improve their road safety. Uber provides drivers with live access to their CMT scores through an in-app dashboard called Driving Insights, and publicized this to drivers.[4] Drivers can view and monitor their CMT Score, see how it compares to others in their area, learn how to improve it, and take pride in it. If Uber receives reports of dangerous driving about a driver, it will take into account the driver's CMT Score when deciding whether to deactivate the driver's account. Uber's process reviews CMT scores within the context of each specific driver. For example, Uber will distinguish between a driver with a high rating and a high CMT score and who accumulated three dangerous driving reports over the course of thousands of trips, and a driver with a low rating and low CMT score who received three reports of dangerous driving or speeding over a short number of trips.

23. I note that the Challenged Law requires Uber to provide to drivers "data recording a high-volume for-hire vehicle driver's rates of acceleration, deceleration, braking, speed, road movements, or any other electronic monitoring of driving performance." It is unclear exactly what type of data Uber is required to disclose, or why all of this data is even necessary given that drivers already have access to their CMT score, which is the same score Uber uses when considering deactivation. The data underlying the score will be of no use to a person without the tools and

[4] Introducing the Driving Insights dashboard, Uber (Apr. 9, 2026), https://www.uber.com/us/en/blog/driving-insights-dashboard/.

knowledge to use and interpret it. Plus, the data underlying a CMT score and the CMT score is irrelevant in many cases, such as when Uber deactivates a driver after multiple separate riders reported the driver for engaging in verbal altercations or asking inappropriate personal questions.

24. Uber also incorporates other technology tools to promote accuracy and fairness in safety-related deactivation decisions. For example, Record My Ride is a free safety feature that allows drivers to automatically record trips through the Driver App using the driver's own phone and microphone as an in-app "dash cam." Nearly 40 percent of New York City drivers utilize Record My Ride or have another recording mechanism like a dashcam. This allows drivers to record trips, which protects them where a rider engages in unsafe behavior and allows them to provide information to the extent a rider reports them for unsafe behavior. When a rider flags a trip under most safety incident types, a driver who was using Record My Ride can submit the recording to Uber through a dashboard called Report Hub. Uber will review the video during the course of its investigation.

25. Regarding ratings, persistent low ratings can lead to deactivation. Uber generates an aggregate driver rating on the one to five start scale, based on ratings received from drivers from the past 500 trips. Uber notifies drivers when their ratings from riders, in the aggregate, are approaching the minimum aggregate rating requirement for the geographic location and offers access to resources to help them improve their ratings. If a driver fails to improve their aggregate rider rating even after receiving notice and support, Uber deactivates the driver's account.

26. Uber understands that riders may submit reports or low ratings against drivers in good faith but inaccurately, or for improper purposes such as discrimination, or to seek a refund because they do not want to pay for the services they requested and obtained. Uber does not automatically take a rider's side of the story or accept their report as true. For example, Uber may

discount a report that is vague, unclear, or incomplete, in whole or in part. Uber also scrutinizes rider reports to identify riders who appear to submit complaints in an effort to abuse Uber's support system. For example, Uber identifies riders whose reports reflect a pattern of lodging similar complaints against a variety of drivers for the sake of receiving refunds and appeasements. Uber also will ban a *rider* account where there is evidence that the rider submitted a fraudulent report. Uber also removes a rider's ratings from a driver's rating calculation where the rider has a proven pattern of consistently giving low ratings.

IV. Uber Does Not Disclose All The "Precise And Detailed" Reasons For Deactivation Or All Customer Comments, Ratings, And Complaints Because Doing So Would Upset Uber's Careful Balancing Of Priorities.

27. I strongly reject the assumption that Uber does not provide deactivated drivers with sufficient warnings before or notice of the reasons for deactivation, including any notion that Uber simply says there were "customer complaints."

28. Uber typically provides drivers with notice if they are the subject of a report, or are at risk of deactivation. Notice of a report from a rider, including those that do not result in deactivation, is provided usually within 24 hours and by email and (for most types of reports) in the driver's app via Report Hub. The notice informs the driver that they have received a rider report, the date of the trip, and the general nature of the report, such as "Post-trip contact" or "concern with your braking and acceleration." As stated above, Uber provides information regarding rider reports so drivers are able to provide their side of the story. Uber also typically will note that additional reports of the same nature can result in deactivation.

29. For the types of reports that Report Hub is available for in New York City, it provides the driver an easy and efficient opportunity to submit additional information for consideration, such as statements, documents, or recordings. If the driver was utilizing Record

My Ride for the trip in question, the driver can elect to upload the recording to Uber for human review. The recording is automatically matched by Uber's technology embedded in the Record My Ride feature to the trip without providing the driver details about the rider who made the report.

30. Uber is careful about what information to provide. In most situations, Uber believes the balance between safety and fairness favors providing the date and nature of the report to the driver, but not certain details. There is no meaningful difference between providing a driver the nature of a report (such as "inappropriate touching") versus details such as what exactly a rider said the driver did (*e.g.*, "the driver reached back and touched my leg"). Providing the date and nature of a report already gives a driver the ability to meaningfully respond.

31. That said, Uber does not provide to the driver the reporting party's name, the pick-up or drop-off addresses, the time of the trip, any personally identifiable information (PII) of a reporting party, or the verbatim text of the rider's report (unless such information is required during a legal process). Even providing only the date and nature of the report creates the possibility that a driver may identify a rider and/or a rider's pick-up or drop-off location. For example, drivers may be able to use that information if they completed only one trip on the disclosed date, or if the report relates to an unusual or otherwise memorable interaction, such as a physical altercation or the rejection of a service animal. Providing an overly detailed notice could disrupt the balance by providing a level of detail that could make it easier for a driver to retaliate against a reporting rider. This is not a hypothetical risk. Uber previously has had to involve law enforcement in instances of retaliation.

32. There is a heightened risk of retaliation for reports where a driver is at risk of being, or actually becomes, deactivated, such as a serious safety incident. Due to the heightened potential for retaliation with these types of reports, Uber limits the type of information it provides to a driver

in such circumstances. In those cases, Uber places the driver's account on hold pending an investigation (as described above in Paragraphs 18-20) and notifies the driver by email and in-app that the case involves a serious safety issue and that their account is on hold while Uber reviews. In the course of the investigation, Uber does not provide all details, and instead uses investigative techniques to minimize details about reporting party and incident.

33. In addition to threatening rider safety, disclosing too much information could chill rider reporting of unsafe incidents. For instance, a rider accusing a driver of sexual assault or sexual misconduct may not make a report if they believe Uber will provide drivers with "precise details" and "information and data" including the text of their report and other details of the trip, which could allow drivers to identify reporting parties. Uber encourages riders to provide feedback about their experience, but also wants riders to feel safe when providing candid reports about incidents that made them feel unsafe.

34. In complete contrast to Uber's existing process, which provides only limited details on reports and seeks to balance driver access and rider safety, I understand the Challenged Law would compel Uber to provide every deactivated driver, regardless of the reason or nature of the reports, the "precise and detailed" reasons for the deactivation, as well as all customers ratings, complaints and comments. For the reasons discussed above, Uber does not and would not provide this information to drivers, and strongly objects to doing so. Unlike the Challenged Law, Uber does not treat all deactivations equally: a deactivation based on sexual assault or intentional fraud, for example, requires different considerations than one for low ratings.

35. The requirements of the Challenged Law risk retaliation and additional safety incidents for reporting riders and the public, and risk chilling rider reports of urgent safety incidents. As a result, Uber will lose the information it needs to keep the platform safer. This is

particularly important given the societal reality of potential under-reporting, particularly for incidents of sexual assault. The Challenged Law strips Uber of the ability to encourage riders to freely report misconduct they experience, and to engage in conversations that are critical to its business needs. Uber's platform relies on mutual feedback, and depriving it of feedback due to rider fears about disclosure would irreparably harm Uber.

36. Uber's aforementioned objections to providing deactivated drivers with the "precise and detailed reasons" they were deactivated apply with equal force to the Challenged Law's requirement that Uber provide deactivated drivers with the "information and data" relating to their deactivation. It is not yet known how New York City will interpret this provision, but there is a risk the City or deactivated drivers compel Uber to provide deactivated drivers investigative materials including but not limited to videos, photographs, police reports, medical information, emergency room reports, and audio recordings of interviews with sexual assault survivors. Uber never provides these materials to drivers in the course of its investigation or a deactivation, and a deactivated driver would have no or very limited ability to obtain them. Worse, the Challenged Law does not impose any limits on what a deactivated driver may do with such information, and provides no protection against a driver using such materials for retaliation, further abuse, or blackmail. Uber adamantly objects to providing such materials to a deactivated driver and, absent the Challenged Law, would not do so.

V. A Driver's Continued Use Of The Platform For Two Weeks Following A Deactivation Decision Places Riders At Risk.

37. Uber strongly objects to the Challenged Law's requirement for Uber to provide 14-days' notice (and continued platform access) to drivers whom it has decided to deactivate for violating its standards or policies but who have not engaged in so-called "egregious misconduct." Currently, once Uber makes a deactivation decision, the driver is notified and simultaneously loses

access to the platform. Drivers may appeal their deactivations with Uber, but are not granted access to the platform pending appeal.

38. Under the Challenged Law's 14-Day Notice Provision, Uber will be forced to permit a class of drivers who it would otherwise have deactivated to continue providing trips and interacting with riders for an additional two weeks. There is a real risk that the City's position would be that drivers who Uber has determined should be deactivated for safety reasons must receive such a 14-day notice and continued platform access, creating the risk that some of those drivers might engage in unsafe conduct during that period. The Challenged Law would thus force Uber to associate with drivers who it has determined should be deactivated, and hampers Uber's ability to connect riders and drivers for efficient and safe trips.

39. Even worse, the 14-day notice period requires Uber to notify the driver that they will be deactivated in 14 days. The drivers will spend those two additional weeks aware that they will be deactivated, and therefore less motivated to abide by Uber's standards and policies, or even affirmatively motivated to engage in misconduct or fraud out of retaliation. Absent the Challenged Law, Uber would never give 14 days notice and continued platform access to drivers it had decided to deactivate.

VI. The Challenged Law's "Just Cause" and Multi-Factor Standard Is Inconsistent with Uber's Safety Values and Existing Rights.

40. As a part of my work for Uber, I am familiar with lawsuits in which Uber has been sued by passengers alleging that a driver committed sexual assault or misconduct. These lawsuits have been filed in both federal and state court, including in the federal MDL *In re Uber Technologies, Inc. Passenger Sexual Assault Litigation* and California Judicial Council Coordination Proceeding No. 5188. Those litigations involve claims that Uber is responsible for drivers' alleged sexual assaults or misconduct in essence because Uber should have denied drivers

access to the platform before the driver engaged in alleged misconduct against the claimant. The Challenged Law, on the other hand, is premised on the belief that drivers are deactivated too soon. Those positions stand directly in contrapose with one another. The Challenged Law stands to unjustly expose Uber to the prospect of more civil claims being asserted based upon a theory that Uber should have deactivated a driver sooner. More importantly, the Challenged Law poses great risk that a person who has been accused of and did commit a sexual assault would be ordered access to the platform over Uber's objection, including even for a technical violation of the Challenged Law.

41. For the reasons discussed, the Challenged Law will make it even more onerous for Uber to remove drivers from its platform and directly contravene Uber's commitments to safety and its Stand for Safety value because it may force Uber to allow continued access to a driver that Uber would otherwise deactivate, or reinstate a driver that Uber already deactivated.

42. Under the Challenged Law, a "fact finder" (including one with the Department of Consumer and Worker Protection ("DCWP")) may consider whatever "factor" they want, and may decide to order Uber to reinstate the driver, regardless of the risk to Uber and others. For example, a person who reported sexual assault may have declined to relive their trauma through speaking to Uber's investigator, or a driver could be reported for suspected impairment multiple times but never arrested for driving while impaired. The DCWP may instead base its decision on the driver having a family, or a car loan, and a long history of driving, and thus order reinstatement. In so doing, the DCWP may have no regard for Uber's legitimate business interests in reducing risk and protecting users. More importantly, Uber is concerned that the DCWP may have no regard for the safety of future riders, as there is little apparent concern for rider safety throughout the Challenged Law.

43. Even where Uber's decision to deactivate a driver is not overridden by a fact-finder, forcing Uber to retain drivers for 14 days after the deactivation decision would not only immediately jeopardize the safety of riders and other people on the roadways, it also would undercut Uber's repeated and publicly affirmed commitments to promoting safety on the platform for all.

44. Finally, because the Challenged Law is vague and unclear in many respects, Uber will also have to choose between risking the safety of riders or being subject to enforcement for violating the Challenged Law. For example, given a decision to deactivate based on customer complaints, Uber must choose between three bad options: (1) deactivate the driver's account and turn over "all" complaints, data and information, which may allow the driver to determine the identity and location of the complaining passenger (even with PII removed), thereby interfering with Uber's privacy disclosures and safety values to riders; (2) deactivate the driver's account without making those disclosures and consequently be barred from presenting any of that evidence in a subsequent proceeding before an outside fact-finder; or (3) maintain the driver's access to the platform despite repeated complaints, including potentially about egregious conduct.

45. For these and other reasons, if Uber were made to comply with the requirements of the Challenged Law, it would be forced to take actions and communicate positions on safety and privacy that are not consistent with Uber's policies, positions, values, beliefs, and public statements.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

EXECUTED this 9th day of June, 2026, at Chicago, Illinois.

Cory Freivogel

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

UBER TECHNOLOGIES, INC., and UBER USA, LLC,

Plaintiffs,

v.

CITY OF NEW YORK,

Defendant.

No. 26-cv-4893

DECLARATION OF PHIL DE CONING IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY INJUNCTION

I, Phil De Coning, declare as follows:

1. My name is Phil De Coning. I am over the age of 18, have personal knowledge of the facts stated in this declaration, and can competently testify to their truth.

2. My current role is Senior Safety Operations Manager, Identity at Uber Technologies, Inc. ("Uber"). I have been in this position since March 2023, and have worked at Uber in other roles since 2018. My responsibilities include identity verification, fraud, and social security validations.

3. I make this declaration in support of Plaintiffs' Motion for a Preliminary Injunction, which seeks to preliminarily enjoin Defendant from enforcing Local Law 52, enacted by New York City (the "City") in January 2026 and set to take effect on July 28, 2026 (the "Challenged Law").[1]

[1] Local Law No. 52 (2026) of City of New York (Jan. 28, 2026).

4. As part of my work for Uber, I am knowledgeable about Uber's operations geared towards verifying the identity of people who seek to provide transportation services through the Uber platform.

5. The Challenged Law is deeply objectionable and harmful to Uber. It purports to require Uber to provide to each deactivated driver going forward the "precise and detailed reasons" why Uber deactivated the driver's account. It also requires Uber to provide the same information to any driver who was deactivated in the past seven years and who petitions for reinstatement and is denied. In the cases of drivers who engage in identity or document fraud and manipulation to obtain and maintain access to Uber's platform, this is a recipe to teach fraudsters how Uber detects identity and document fraud, and how their particular fraud was detected, and thus how to evade such detection and improve their fraudulent techniques. This would give fraudsters an upper hand, including those with criminal records and who have already been deactivated for serious safety incidents.

I. Uber Maintains Robust Processes to Confirm Drivers' Identity and Background

6. One of Uber's key values is to "Stand for Safety," and we consider it in virtually every decision we make. One important way Uber fulfills its "Stand for Safety" value is by obtaining, through an accredited provider, a robust background check of each individual who wants to provide transportation services on the platform, including both criminal background checks and motor vehicle record checks. This allows Uber to eliminate from the platform drivers with a documented record of certain crimes or pending criminal charges, and also those with driving histories that Uber determines present a significant risk of road and rider safety.

7. Uber also requires individuals who wish to obtain driver accounts to submit a profile photo, driver license, vehicle registration, social security number, and insurance. It does

so for purposes of executing the background check and establishing that drivers have a lawful vehicle and meet legal requirements relating to insurance and providing rideshare services.

8. Further, in New York Uber strictly prohibits drivers from sharing their account with anyone else. For example, a person with an active driver account (who necessarily passed Uber's background check process) cannot provide their phone and Uber driver app, and/or their Uber driver account username and password, to someone else so that the other person can transport riders through the Uber platform. To enforce this anti-account sharing policy, Uber invests heavily in resources and technology to confirm that the person behind the wheel of a vehicle and using the Uber driver app is actually the person who submitted the necessary documentation to obtain a driver account, including a driver's license, and passed Uber's background check criteria. In New York, Uber maintains a program where it requires the person using the Uber driver app to take and upload a real-time "selfie" photo, which is then compared using facial recognition technology to an existing and previously submitted photo to confirm that the person using the driver app and driving the vehicle is the same person that established the account and passed the background check process.

9. Uber makes significant investments in people, vendor relationships, and technology to verify that people who seek access to the platform as drivers are who they say they are, are qualified to drive on the platform, and are not sharing the driver account with anyone else.

II. Fraudulent Efforts to Wrongfully Obtain Platform Access

10. Unfortunately, some people in New York and elsewhere take steps to evade Uber's fraud detection process.

11. For example, a person may have had an Uber driver account in New York City, and then had their account deactivated under Uber's safety or other policies. For example, the person may have received multiple reports alleging sexual harassment or driving while under the influence

of alcohol or drugs, or engaged in fraudulent manipulation of GPS location data. They may then seek to create another account using a fake identity. In other words, they attempt to drive and earn on the Uber platform again by pretending to be a different person.

12. By way of another example, other people may not be able to obtain an Uber account in the first place, such as if they cannot pass Uber's background check process due to a serious criminal conviction or a history of dangerous motor vehicle accidents. To attempt to avoid safeguards Uber has in place to protect against providing access in such circumstances, that person may assume a fake identity and attempt to establish a driver account under that fake identity.

13. Individuals engage in a number of schemes to evade Uber's efforts to identify and prevent such schemes, such as stealing identities and altering identification documents. Uber is aware of organized networks whose primary activity has been to facilitate fraudulent platform access at scale. In May 2021, the United States Attorney's Office for the District of Massachusetts reported it charged nineteen individuals with a nationwide conspiracy to open fraudulent driver accounts across multiple platforms. These schemes involved the creation of fake identities, falsified documents, and coordinated account activity designed to evade existing fraud controls across the company and other platforms. The Department of Justice publicized its work prosecuting this group. *See* https://www.justice.gov/usao-ma/pr/two-plead-guilty-nationwide-rideshare-and-delivery-account-fraud-scheme-0.

14. The scheme had several features directly relevant here: as reported by the United States Department of Justice, the network sold or rented accounts to individuals who could not pass background checks, were not authorized to work in the United States, or otherwise did not meet minimum onboarding qualifications. The conspirators shared tips among themselves on how

to circumvent the companies' fraud detection systems. The scheme involved a coordinating actor managing a network of fictitious active accounts, which Uber ultimately identified and dismantled.

15. No matter what steps Uber takes to identify and eliminate such fraud, bad actors actively work to attempt to stay ahead of existing controls, and Uber's fraud detection capabilities continuously evolve in response. Providing "precise and detailed" explanations for and "information and data" related to deactivations, as required by the Challenged Law, means Uber would be informing fraudulent actors about what gave them away, which would help the fraudsters improve their fraud for the next time.

III. Uber's Detection and Deactivation of Accounts Based on Fraud or Identity Falsification

16. Just as Uber goes to great lengths to verify that people are who they say they are and are qualified to drive on the platform, Uber also goes to great lengths to detect, deter, and deactivate drivers who are seeking to evade and manipulate Uber's identity verification and background check processes. Uber engages in a wide range of activities, both human-driven and technology-driven, to root out and remove accounts held by people using a fake identity, or presenting other fake, manipulated or fraudulent documents or information to gain platform access to which they would otherwise not be eligible, or that show other reliable markers of fraud.

17. One way Uber "Stands for Safety," and protects its own interests, is by deactivating driver accounts for individuals who are identified as having committed identity fraud on the platform or have attempted to mislead Uber by providing false or altered documents and information. Each year, Uber deactivates hundreds of accounts of drivers in New York City who have engaged in such fraudulent activity, and many of these deactivations would qualify as "deactivations" under the Challenged Law because they occur after a drivers' first thirty days on the platform, last more than 72 hours, and, in fact, are permanent. These deactivations have

nothing to do with rider reports or customer complaints and are not initiated or based on rider reports or customer complaints.

18. Critically, Uber's fraud detection capabilities have evolved over time. The indicators, tools, and technology controls Uber deploys today are not the same as those in place when many drivers first onboarded onto the platform. In some cases, Uber has developed new tools that allow the company to identify certain fraudulent activity that its earlier systems may not have flagged. As a result of Uber's newer fraud detection methods, some fraudsters who were able to obtain access to the platform under prior controls have since been deactivated, because Uber's newer detection methods identified the underlying fraud perpetuated earlier.

19. Deactivating these accounts is not just about avoiding business with people who mislead and manipulate Uber, but to avoid having people on the platform who have already been rejected for safety reasons or because they cannot pass a criminal background check or motor vehicle records check. When Uber deactivates a driver account based on identity fraud or for attempting to mislead Uber by providing false and altered documents and information, even a single instance of this type of fraud is sufficient for deactivation.

IV. The Challenged Law Compels Uber to Provide Guidance to Fraudsters or Face Penalties

20. Uber and the entities and individuals that are constantly seeking to cheat Uber's systems and avoid detection are engaged in a "cat and mouse" game. The fraudsters develop new schemes, while Uber develops new ways to catch them. It is critical to Uber's efforts that the fraudsters do not get information and intelligence they can use to better commit fraud while avoiding detection.

21. For this reason, when Uber does deactivate an account based on its determination that the account is created for an improper purpose and/or with a fake identity, Uber deliberately

provides only limited information to the account holder. For example, they may see that their insurance document or their driver license is rejected, but Uber would not state that it determined their driver license number or any other specific field was manipulated, or that Uber determined that they had altered the photo in the driver's license. The omission of this level of detail is intentional and strategic to avoid educating drivers who engage in fraud and present false identities exactly how and why Uber made that finding. There are other instances where Uber detects fraud and would not explain how or why, for the same reason.

22. Uber is deeply concerned that the Challenged Law would eviscerate Uber's fraud prevention efforts by forcing Uber to effectively train fraudsters to better defraud Uber. The Challenged Law requires Uber to tell drivers the "precise and detailed" reasons why an account was deactivated. Uber does not do this now, and absent compulsion of the Challenged Law and the penalties associated with non-compliance, Uber would not provide the precise and detailed reasons to a deactivated driver in the case of identity and document-related fraud. As stated, Uber is strategically and intentionally broad in certain communications as needed. By contrast, the Challenged Law compels Uber to speak in a way that not only deviates from Uber's good practice, but will actually educate and help the very people who are trying to manipulate Uber and obtain access to the platform where they should not qualify for it.

23. Likewise, the Challenged Law would require Uber to provide to deactivated drivers "information and data relevant to such high-volume for-hire driver's deactivation" and then "[a]nonymized and aggregated reports" covering twelve months and "regarding discipline, including deactivation, imposed by" Uber on "drivers who engaged in the same or similar misconduct." Absent the Challenged Law, or some other compulsory legal process, Uber would not provide such detailed and sensitive information or reporting to any driver who fraudulently

obtained an account. These provisions may require Uber to disclose internal information and documentation that reveals its fraud detection methods, what type of fraud it actually detected (and thus which it did not), and when it did so. In the case of a sophisticated group that created multiple fraudulent accounts and knows exactly how many they created, a report on the number of drivers deactivated for fraud likewise could reveal the number of people that Uber did not detect and deactivate. Sophisticated groups could even run tests with different types of fraud, learn who was deactivated and who was not, and then reverse engineer Uber's methods. These requirements are nothing less than guidance to those who gain access to the platform by concealing their true identity because they are ineligible for such access in the first place.

24. By requiring Uber to share the "precise and detailed reasons" it deactivated an account, the "information and data relevant to" a deactivation, and a report on the number of other drivers who were caught for the same kind of conduct, the Challenged Law forces Uber to speak when it would remain silent, and seriously risks forcing Uber to provide platform access to people that present a safety, fraud, and brand risk.

25. Because the Challenged Law is vague and unclear in many respects, Uber will have to choose between revealing its fraud detection methods or being subject to enforcement for violating the Challenged Law. If Uber wants to deactivate a driver for identity or document fraud, it must choose amongst untenable options: (1) deactivate the driver's account and turn over information revealing its proprietary techniques for detecting fraud, thereby providing a roadmap for future fraudsters to evade detection; (2) deactivate the driver's account without making those disclosures and consequently be barred from presenting any of that evidence in an enforcement action or proceeding before a fact-finder, thus being subjected to mandatory reinstatement; or (3) maintain the driver's access to the platform, despite the fraud.

V. The Challenged Law Also May Force Uber to Provide Access for 14 Days to People Who Have Committed Fraud

26. Uber is also deeply concerned about the Challenged Law to the extent it requires Uber to provide 14-days advance notice before deactivating a driver account absent a "pattern of repeated fraudulent behavior." If a person who is not eligible to access the platform submits a fake or manipulated document, that is a deliberate attempt to mislead Uber for the sake of getting onto the platform. The City, Department of Consumer and Worker Protection, and drivers may take the position that if a driver submits a driver's license with a manipulated and doctored photo a single time, there is no "pattern of repeated" fraudulent activity under the Challenged Law and therefore Uber cannot deactivate the account immediately. Currently, if Uber determines that a driver account was obtained with a doctored driver's license, Uber will deactivate the account as soon as possible – certainly in less than 14 days. Uber has no desire to associate with or provide platform access to a person that has submitted a fraudulent document to obtain an account to which they would otherwise be ineligible, nor to allow such a person to provide rides on the platform. Absent compulsion of the Challenged Law, Uber would not do so.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

EXECUTED this 9th day of June, 2026, in Chicago, Illinois.

Phil De Coning

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

UBER TECHNOLOGIES, INC., and UBER USA, LLC, Plaintiffs, v. CITY OF NEW YORK, Defendant.	No. 26-cv-4893

DECLARATION OF MATEUSZ JARZABEK IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY INJUNCTION

I, Mateusz Jarzabek, declare as follows:

1. My name is Mateusz Jarzabek. I am over the age of 18, have personal knowledge of the facts stated in this declaration, and can competently testify to their truth.

2. My current role is Head of United States and Canada Risk Operations at Uber Technologies, Inc. ("Uber"). I have been in this position since September 2023, and have worked at Uber since March 2019. My responsibilities, and those of my team, include managing all forms of transactional, financial, and marketplace risk, fraud, and abuse on the platform within the United States and Canada ("US&C"). These duties include identifying, preventing, investigating, and mitigating fraud and abuse by persons with driver accounts.

3. I make this declaration in support of Plaintiffs' Motion for a Preliminary Injunction, which seeks to preliminarily enjoin Defendant from enforcing Local Law 52,

enacted by New York City (the "City") in January 2026 and set to take effect on July 28, 2026 (the "Challenged Law").[1]

4. The Challenged Law is deeply objectionable and harmful to Uber. It would require Uber to provide to each deactivated driver going forward the "precise and detailed reasons" why Uber deactivated the driver's account, "information and data" relevant to the deactivation, and a report on the number of drivers who received "progressive discipline" or were deactivated for similar conduct. It also requires Uber to provide the same information to any driver who was deactivated in the past seven years and who petitions for reinstatement and is denied. In the case of drivers who engage in fraud on the Uber platform to wrongfully obtain money from Uber or riders, these disclosure requirements will teach fraudsters how Uber detects fraud, how their particular fraud was detected, and thus how to evade such detection and improve their fraudulent techniques. This would give fraudsters an upper hand. Uber also objects to the provisions in the Challenged Law that allow fraudsters continued access to the platform for 14 days, and that require notice before the deactivation except where there is a repeated pattern of fraud. This provision mandates that Uber associate with people while they have a 14-day period to maximize their fraud after detection.

I. Economic Fraud on the Uber Platform

5. People come to the Uber platform to obtain services like rides, or to earn money by providing services. For drivers who come to the platform to earn, they earn amounts on trips and based on certain incentives, like "surge" pricing, where driver

[1] Local Law No. 52 (2026) of City of New York (Jan. 28, 2026).

earnings increase at times of high demand. Some trips are more lucrative than others, for example a long trip from the airport into the center of New York City.

6. Over the years, Uber has discovered multiple fraudulent schemes used by drivers and others, including organized criminal networks, to take money to which they are otherwise not entitled. These schemes can result in money stolen from Uber or from riders, or both. For example, drivers may use software to manipulate the manner in which their phone or other device transmits GPS location data to the Uber Driver App. Drivers may do this, for example, to make it look like they completed a trip that they did not complete, drove farther than they really did, paid a toll they did not pay, or are in an area where surge pricing is in effect.

7. Another form of fraud is the creation and use of specific applications designed to commit fraud on the Uber platform. According to the United States Department of Justice ("DOJ"), the DOJ conducted a significant operation in New York City in just the last few years that led to the indictment of multiple individuals for creating and selling devices and applications to perpetuate fraud on Uber and riders, to the detriment of law-abiding drivers. These events are described in a DOJ press release available at https://www.justice.gov/usao-edny/pr/two-individuals-charged-multi-million-dollar-scheme-defraud-rideshare-customers. The DOJ reported that drivers using fraudulent devices and applications earned more than $40 million from rideshare customers, and the primary perpetrators of the scheme received more than $1.5 million from drivers who purchased the fraudulent tools.

8. Uber is an attractive target for fraudsters due to the scale of its platform, the amount of money exchanging hands over the platform, the ability to receive proceeds quickly, and the challenge of distinguishing legitimate from fraudulent activity in real time.

9. For these reasons, Uber has a robust and sophisticated team in place that is constantly trying to detect, identify, prevent, and reduce these kinds of economic frauds against Uber, riders, drivers, and the platform. I lead a team of dozens of individuals dedicated to these efforts on a daily basis. When Uber determines that a driver account was used for fraudulent purposes or engaged in a fraudulent scheme, Uber deactivates the account, including based on a single instance of certain types of fraud. Every deactivation decision is made by a human being. If a driver is deactivated for fraud in New York City, they are eligible for an appeal, and their appeal also is reviewed by a human being.

10. Uber's fraud detection capabilities have increased significantly over the years. Uber holds itself to high standards related to fraud and deactivations for fraud, and has a high-level of confidence in its current detection methods and decision making.

II. Uber Objects to Providing Fraudsters with Details About their Deactivation

11. Uber and the entities and individuals that are constantly seeking to cheat Uber's systems and avoid detection are engaged in a "cat-and-mouse" game. The fraudsters develop new schemes, while Uber develops new ways to catch them. It is critical to Uber's efforts that the fraudsters do not get information and intelligence they can use to better commit fraud while avoiding detection.

12. Uber objects strongly to the requirements of the Challenged Law, as they relate to forcing the disclosure of information to drivers who Uber has deactivated for committing economic fraud on the platform. Requiring Uber to give "precise and detailed" reasons for deactivation, giving "information and data" relevant to the deactivation, and

preparing and communicating reports on the number of other drivers deactivated for fraud will force Uber to speak to fraudsters in a manner that will reveal what Uber detected and how many other drivers Uber detected engaging in similar fraudulent conduct, and may require Uber to share internal materials and communications with fraudsters. All of these requirements benefit fraudsters and give them an upper hand in understanding how Uber detects and actions fraud and how much fraud can be committed before being deactivated. It thus gives fraudsters an upper hand to commit fraud more effectively and for longer without being caught.

13. When Uber deactivates a driver account based on its determination that the account is being used to commit or is associated with fraud, Uber deliberately provides only limited information to the account holder. For example, Uber may state in substance that Uber determined a driver manipulated the settings on a phone to prevent the proper functioning of the GPS system, but without further details. This is intentional and strategic to avoid educating drivers who engage in fraud exactly how and why Uber made that finding.

14. The Challenged Law turns this on its head by requiring Uber to provide precise details and data and information. For example, a bad actor may set up an account and conduct a series of test trips, with varying specific parameters of fraud. If and when Uber detects some of the fraud and deactivates the account, the Challenged Law would require Uber to provide "precise and detailed" reasons and "data and information" to the fraudster, who could then determine which test trips were flagged by Uber, and which were not, and then reverse engineer Uber's detection thresholds and refine their fraudulent

techniques accordingly. This is information that Uber would never communicate to a driver deactivated for fraud absent the Challenged Law.

15. Uber is concerned and objects that the Challenged Law would hamper Uber's fraud-prevention efforts by forcing Uber to effectively train fraudsters to better defraud Uber and others. The law forces Uber to speak when it would remain silent, and runs a serious risk of forcing Uber to open its platform to people that defraud it and riders.

III. The Challenged Law Also May Force Uber to Provide Access for 14 Days to People Who Have Committed Fraud

16. Uber is deeply concerned about the prospect that the Challenged Law would require Uber to provide 14 days of platform access and a notice of impending deactivation before deactivating a driver, including for fraud unless there is a "pattern of repeated fraudulent behavior." Currently, if Uber determines that a driver account was used in certain forms of fraud even one time, Uber will deactivate the account as soon as possible and within fewer than 14 days. If a person commits fraud against Uber or other users of the platform (even only on a single occasion), Uber does not wish to do business with them. Nor does Uber want to allow them to continue to access the platform to continue their fraud for 14 additional days. Not only would this additional time to defraud negatively impact Uber, it also risks knowingly subjecting New York City riders to fraudulent conduct simply because Uber had not yet adduced information about a "pattern or repeated fraudulent behavior."

17. Requiring Uber to provide advance notice of impending deactivation creates significant risk. A driver who has been notified that their account will be deactivated in 14 days has a strong incentive to maximize their fraudulent activity before their access is permanently terminated. They would have no reason to seek to avoid

detection and instead would only have a reason to maximize their ill-gotten gains and secrete them as quickly as possible. Knowing that their time on the platform is ending will embolden a fraudster. At best, Uber could only focus on catching known fraudsters in additional fraudulent acts during the 14-day period in order to establish the required "pattern" to be able to deactivate the fraudster before further harm is done. This would divert resources away from catching other fraudsters when Uber should instead be permitted to deactivate fraudsters without notice upon first detecting the fraud. This directly exposes both Uber and riders to financial harm during the notice period, and in such cases the cost of this required 14-day notice falls on Uber and innocent riders.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

EXECUTED this 9th day of June, 2026, at Chicago, Illinois.

Mateusz Jarzabek

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

UBER TECHNOLOGIES, INC., and UBER USA, LLC, Plaintiffs, v. CITY OF NEW YORK, Defendant.	No. 26-cv-4893

DECLARATION OF RACHEL PERL IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY INJUNCTION

I, Rachel Perl, declare as follows:

1. My name is Rachel Perl. I am over the age of 18, have personal knowledge of the facts stated in this declaration, and can competently testify to their truth.

2. My current role is Senior Manager, Northeast Rides Operations at Uber Technologies, Inc. ("Uber"). I have been managing Northeast rides operations since 2020 and was promoted to Senior Manager in September 2025. I have worked at Uber for nearly 12 years. My responsibilities include overseeing Uber's day-to-day regulatory compliance operations in New York City (the "City"), and managing a team of associates. If Local Law 52, enacted by New York City in January 2026, became effective, my team and I would be responsible for managing compliance, including the management of "petitions" for reinstatement from drivers deactivated in the past seven years and related compelled notices (Section 20-1283), managing deactivations and related compelled notices going forward (Section 20-1282), the compelled data sharing requirements in Section 20-1286, and the "informal reviews" mandated by Section 20-1287.

3. I make this declaration in support of Plaintiffs' Motion for a Preliminary Injunction, which seeks to preliminarily enjoin Defendant from enforcing Local Law 52, enacted by New York City (the "City") in January 2026 and set to take effect on July 28, 2026 (the "Challenged Law").[1]

4. As part of my work for Uber, I am familiar with the Challenged Law, as well as the requirements it would impose on Uber and the measures Uber would endeavor to take to comply with the Challenged Law. I understand the law is, absent relief from the court, slated to become effective on July 28, 2026.

I. Uber Operates In New York City To The Benefit Of Drivers

5. Since Uber launched its platform in New York City in 2011, it has connected drivers with millions of earning opportunities, and has worked cooperatively with the City's Taxi & Limousine Commission ("TLC") on safety initiatives.

6. Today on the Uber mobility platform, over one hundred thousand trips are available to New York City drivers each day. Uber does not require drivers to make a significant upfront investment to create an Uber driver account in New York City and begin providing trips. Uber designed its platform to be accessible to earners and requires only things that people frequently already have and use, and that they would have and use even if they did not sell services through the Uber platform, such as a car and a phone. Likewise, individuals who want to earn do not have to buy access to the Uber platform, such as through an upfront payment, or monthly fee, etc. They only pay Uber a service fee on the trips where they are also earning money. Drivers have independence and flexibility on the Uber platform; they decide when, where, and whether they

[1] Local Law No. 52 (2026) of City of New York (Jan. 28, 2026).

want to offer rides on Uber's platform, and can terminate their contract with Uber at any time, without explanation, or simply stop going online so they do not receive trips requests.

7. It is Uber's philosophy to facilitate independent work and earnings opportunities when and where people want. It is also generally in Uber's economic interest to have more drivers using the platform, because more drivers available to accept trip requests can increase the number of completed trips, and generate earnings for Uber.

II. Uber's Contracts With Drivers Enable Uber To Deactivate Drivers Based On Uber's Determination Of A Violation Of Its Policies And Standards

8. Uber requires drivers to enter into an agreement to gain access to the platform. Since January 1, 2022, Uber and drivers have entered into the Platform Access Agreement ("PAA"). A copy of the PAA is attached as **Exhibit 1**.

9. The PAA incorporates by reference other policies and standards, including the Community Guidelines. A copy of the Community Guidelines is attached as **Exhibit 2**. The PAA states that access to the platform is "governed by the applicable terms found on our website, including without limitation, the Community Guidelines, Referral Policies, other applicable Uber standards and policies (including, without limitation, Uber's safety standards, the accessibility policies and U.S. Service Animal Policy) and, except as provided in Section 13.9 below, any other agreements you have with us (including those related to how you choose to interact with our Platform, the services you choose to provide and where you chose to provide them) (collectively with this PAA, this 'Agreement'), which are incorporated by reference into this Agreement."[2] The PAA expressly incorporates Uber's Privacy Policy, including the Notice for Drivers and Delivery People ("Driver Privacy Notice").[3]

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[2] Ex. 1 at 1.
[3] *Uber Privacy Notice: Drivers and Delivery People*, Uber, available at https://www.uber.com/global/en/privacy-notice-drivers-delivery-people/ (last accessed May 18, 2026).

10. The PAA specifically spells out each side's respective rights to terminate the agreement. For drivers, the PAA entitles a driver to terminate the Agreement "without cause at any time upon seven (7) days' prior written notice to Uber" or "immediately, without notice for Uber's violation or alleged violation of a material provision of this Agreement." Ex. 1 at § 5.2 ("PAA Termination Provision").

11. For Uber, the PAA affords a more narrow right, which covers both temporary waitlisting and permanent deactivation:

> **5.3. Deactivation.** You consent to and we may temporarily deactivate your account without notice to investigate whether you have engaged in, or your account has been used in, activity that is deceptive, fraudulent, unsafe, illegal, harmful to our brand, business or reputation, or that violates this Agreement (including the policies incorporated herein by reference) (any of the foregoing, a "Material Breach or Violation"). You also consent to and we may terminate this Agreement or permanently deactivate your account without notice if we determine in our discretion that a Material Breach or Violation has occurred.

Ex. 1 at § 5.3 (hereinafter, "PAA Deactivation Provision").

12. Under the terms of the PAA, Uber has the right to "temporarily deactivate" a driver's account "without notice" to investigate whether a Material Breach or Violation has occurred, and to "permanently deactivate" a driver's account if Uber "determine[s] in [its] discretion that a Material Breach or Violation has occurred."

13. From December 10, 2015 to January 5, 2020, Uber and drivers entered into the Technology Services Agreement (the "TSA"). A copy of the TSA is attached as **Exhibit 3**.

14. The TSA also specified the "Customer's Relationship with Uber." Ex. 3 at § 2.4. "Uber retains the right to deactivate or otherwise restrict Customer or any Driver from accessing or using the Driver App or the Uber Services in the event of a violation or alleged violation of this Agreement, a violation or alleged violation of a Driver Addendum, Customer's or any Driver's disparagement of Uber or any of its Affiliates, Customer's or any Driver's act or omission that

causes harm to Uber's or its Affiliates' brand, reputation or business as determined by Uber in its sole discretion." Ex. 3 at § 2.4. On "Termination," both parties have a reciprocal right to terminate the agreement. Ex. 3 at § 12.2. Uber may also "terminate this Agreement or deactivate Customer or a particular Driver immediately, without notice, with respect to Customer and/or any Driver in the event Customer and/or any Driver, as applicable, no longer qualifies, under applicable law or the standards and policies of Uber, to provide Transportation Services or to operate the Vehicle, or as otherwise set forth in this Agreement." Ex. 3 at § 12.2.

15. From January 6, 2020 to January 1, 2022, Uber entered an earlier Platform Access Agreement with drivers in New York City, which contained the same PAA Deactivation and Termination Provisions.

16. Uber has to balance competing interests, including maintaining driver access to its platform, fairness, and safe and high-quality experiences for riders, and its own financial interests—for example, against liability or fraud. The contracted-for ability to deactivate drivers without notice based on Uber's determination of whether the driver has committed a violation of its standards or policies is critical to Uber's ability to maintain the balance competing priorities and standards that benefit all users of the platform, including drivers, and to live by its values, including to Stand for Safety. As a result, the PAA Deactivation and Termination Provisions (and, before that, the TSA Customer Relationship and Termination Terms), are central to the Agreement and Uber's willingness to enter into it.

III. Deactivation Affects Only A Small Number Of New York City Drivers

17. Uber deactivates approximately 1% driver accounts in New York each year and for a variety of reasons.

18. The most common reasons for deactivation relate to safety, fraud, and quality. In 2025, safety was the reason for more than half of driver deactivations in New York City, with

fraud (including identity verification and document fraud) as the second-most prevalent reason. Together, safety and fraud made up more than 92% of deactivations.

19. Deactivation from the Uber platform does not leave a driver with no means to earn money. For example, for-hire drivers in New York City must be licensed as a for-hire driver by TLC and have access to a licensed vehicle. Deactivation from the Uber platform has no impact on a driver's TLC license, vehicle license, or insurance; the driver remains free to operate as a for-hire vehicle driver in New York City, including operating on another rideshare platform, or working with a car service or fleet, except that Uber participates in a program with some other companies called the Industry Safety Sharing Program, whereby they action accounts of individuals for serious safety incidents on another platform. The Platform Access Agreement and Technology Services Agreement likewise do not prohibit or restrict providing services on other rideshare or flexible earning platforms like Lyft, DoorDash, etc., or from maintaining traditional employment. If Uber deactivates a driver, that driver remains free to continue any employment they have or obtain any such employment. Likewise, Uber does not take away the phone or car a driver used to provide services on the platform; the driver remains completely free to use them for personal use, business use, or any other purpose.

20. A large majority of the instances where a driver is not able to access the Uber platform are short lived and not driven by Uber. For example, a driver may also lose access temporarily if they do not resubmit an up-to-date driver's license, vehicle registration or insurance document, fails to submit an identity verification "selfie," refuses to download the latest version of the driver app or consent to an updated version of the PAA, or does not return a call from Uber during an investigation. In many cases of temporary loss of access, it is actually the driver who controls if and when they resolve the issue and resume access.

21. The TLC is another large source of loss of driver access. The TLC maintains an Active Driver List ("TLC List"), which identifies for Uber and others, those drivers who maintain an active for-hire driver license and thus are legally allowed to accept dispatches each day. TLC removes drivers from the TLC List on its own accord. Uber reviews the TLC List daily and, as it is required to do, suspends account access for drivers who do not appear on TLC's list. If a driver reappears on the list, Uber will reinstate platform access. Compliance with the TLC daily list is a frequent source of drivers' loss of access to the Uber platform.

IV. New York City Drivers Can Seek Review Via Uber's Review Center And Through An Independent Union-Negotiated Process

22. Drivers in New York City who Uber deactivates generally have the ability to appeal their deactivation through an internal Uber process called the Review Center. Most deactivation decisions, including those based on serious safety incidents, are eligible for review in the Review Center. When an eligible driver is notified of their deactivation by email, Uber includes a link to request a review through the Review Center. Drivers can also access the Review Center through the app. If an eligible driver appeals, a specialized team within Uber will review their deactivation.

23. During a review of a deactivation decision, drivers have the opportunity to submit any additional information they would like about the incident or issue, such as their communications or even video recordings.

24. Every appeal is evaluated by a real person—never by automated systems alone.

25. Drivers are aware of and utilize Uber's review process. In 2025, for example, more than 80% of deactivated drivers chose to appeal, and reactivations do occur.

26. Since 2016, drivers in the City have also had access to an independent appeals process negotiated by the Independent Drivers Guild ("IDG"). The IDG process enables deactivated drivers to be represented by a trained advocate from IDG and have their case ultimately

decided by a worker panel run by a third-party arbitrator. That process was available to any IDG member driver who was deactivated for a variety of reasons.

V. Uber's Business Operations Will Be Irreparably Harmed If The Challenged Law Goes Into Effect On July 28, 2026

27. The Challenged Law will irreparably harm Uber's business operations if it goes into effect on July 28, 2026. Compliance with the required disclosures and data sharing provisions, 14-day notice and platform access period, new multi-factored "just cause" standard, and seven-year retroactivity would irreparably increase risk and reduce safety on Uber's platform, and harm Uber's reputation and its privacy interests in not disclosing confidential information. Compliance will also force Uber to incur abnormal and overly burdensome compliance costs and harm its business economically.

28. Compliance with the Challenged Law would cause irreparable harm to Uber's reputation and business interests by forcing Uber, under penalty of fines and enforcement actions, to provide continued platform access to drivers whom it would otherwise deactivate, whether indefinitely or for the 14-day notice period that is required by Section 20-1282(d) except in cases of "egregious conduct." Both platform safety and quality are a core part of Uber's brand, reputation, and business. Uber has repeatedly and publicly affirmed its commitment to the safety of riders, drivers, and the public, including in its mission statement, in the Community Guidelines that all users must abide by, and in its publicly available Safety Reports.[4] But if Uber is forced to lower its standards and allow drivers to use the platform even though they are ineligible under Uber's existing standards and policies for safety and quality, Uber will lose the trust of riders and the public. Uber will lose even further trust if it cannot maintain the quality of driver services by

[4] Uber's US Safety Report, Uber, https://www.uber.com/us/en/about/reports/us-safety-report/ (last visited June 8, 2026).

deactivating accounts of the worst drivers who act unprofessionally or unsafely in their interactions with riders, and keep them off of the platform notwithstanding the one-sided preferences of the Department of Consumer and Worker Protection.

29. The impacts would be substantial. For example, if Uber was compelled to allow a driver to access the platform despite Uber's desire to deactivate and a basis to do so, and that driver then committed a serious crime such as kidnapping, rape or murder, that risks projecting to the public that the Uber platform is not safe, and that Uber has lowered its safety, quality, and privacy standards and reneged on its public commitments. This would irreparably harm Uber's reputation and subject it to potential legal liability. As a result, riders may opt out of its platform, which paradoxically harms drivers by reducing earnings. Riders will also be more likely to leave the platform altogether due to potential bad experiences with the drivers on the platform who, if not for the Challenged Law, would have been permanently or more quickly deactivated.

30. Even where Uber's reason for deactivation is deemed appropriate under the Challenged Law, the 14-day notice period will force Uber to grant some drivers access to Uber's technology and platform so they can provide trips and interact with riders for an additional two weeks. A driver who knows they are facing account deactivation 14 days later will likely be less motivated to drive and act with safety in mind and presents a real risk of dangerous behavior and retaliation.

31. The Challenged Law's seven-year lookback period, whereby any driver who has been deactivated in the past seven years can "petition" for "reinstatement," will also force Uber to bear significant compliance costs that go beyond what is ordinary or acceptable. More than 12,000 drivers have been deactivated since 2019. The mandated lookback period will inundate Uber with

petitions from drivers deactivated as far back as July 28, 2019 and force the company to locate historical records and data and respond within thirty days.

32. Uber's operations and deactivation processes and recordkeeping have changed since 2019. Uber did not retain and organize all deactivation records then in the same way that it does now. Moreover, not all documents that were available at the time of deactivation are available now—for example, communications between Uber and users or "selfie" photos used for purposes of identity verification. Further compounding this problem, deactivations since 2019 may have been based in part on events that transpired on trips years before the deactivation. Uber's taxonomy of deactivation reasons also changed over the years, with a more structured taxonomy put in place around 2020. Determining why Uber deactivated drivers from up to seven years ago will require a manual review of individual accounts, potentially thousands, and then another manual process to determine the availability of the relevant documents and information. Uber was not on notice in 2019 or later that it might in the future be obligated to keep such records, as required by the Challenged Law.

33. For these reasons, the Challenged Law's seven-year look-back provision would impose an extensive and atypical disruption to Uber's operations for the retroactive period, requiring creation of new infrastructure for historical investigations and responses, and significant departure from core practices. No other jurisdiction in the country has required Uber to retroactively apply a new law to deactivation decisions that took place over the course of seven years.

34. If Uber is unable within 30 days to complete any of the petitions allowed by the Challenged Law's seven-year lookback provision, the Challenged Law requires immediate reinstatement of those drivers, regardless of why they were deactivated in the first place. Uber

will be irreparably harmed if required to reinstate drivers that it deactivated, including those who were deactivated for serious crimes, simply because of a missed deadline or because Uber does not want to or cannot disclose the precise and detailed reasons.

35. Likewise, if Uber declines to reinstate a driver, the Challenged Law requires Uber to shoulder a burden to substantiate that the original deactivation was for "just cause," which is a vague new standard included in the law, and involves a seven factor test whereby the "fact finder" can consider "any other relevant factor" he or she chooses. In other words, Uber could be forced to reinstate a driver that it may have had "good cause" to deactivate simply because Uber failed to maintain records of the deactivation and then present facts relevant to each of the seven factors under the "just cause" standard—documents and information Uber did not know it needed to document and retain.

36. Uber will also now be judged based on "factors" that did not apply historically to its deactivation process. For example, a "fact finder" could determine that Uber did not "provide[] relevant and adequate training," which is one of the seven factors that "shall" be considered. Uber does not employ drivers and does not give them training. However, under the Challenged Law, Uber may now be compelled to reinstate a driver who was deactivated seven years ago because a "fact-finder" decides that the most important "factor" is that Uber did not adequately train the driver, even though seven years ago it had no reason to believe a lack of training would be used against it. Likewise, the Challenged Law includes a "factor" of whether Uber accounted for "any mitigating circumstances" including a "driver's past work history." Uber had no reason to know seven years ago that it would be required to account for this factor in every deactivation decision. Uber is strongly opposed to being compelled to reinstate platform access to a driver deactivated up to seven years ago, including a driver who may have committed a serious crime or otherwise

presents a real risk to safety, simply because at the time Uber did not consider, implement and document its implementation of factors that then did not apply.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

EXECUTED this 9th day of June, 2026, at New York City, New York.

Rachel Perl

EXHIBIT 1

Platform Access Agreement

Updated as of January 1, 2022

This Platform Access Agreement (this "*PAA*") is by and among the following entity applicable, based on the region specified: Uber Technologies, Inc. in California; and Uber USA, LLC in all other U.S. states, territories and possessions (collectively, "*Uber*") and, (a) if you are accepting this PAA on behalf of a company (the "*Compan*y") in the business of providing for-hire transportation service (including by operating a taxi) ("*For-hire Service*"), such Company, and/or (b) if you are a principal, employee or contractor, or otherwise operating under the authority of, such Company that provides For-hire Service and is authorized to accept the relevant portions of this PAA, then you are accepting the relevant portions of this PAA as a driver (a "*Driver*"). For the sake of clarity and depending on the context, references to "*we*," "*our*" and "*us*" may also refer to the appropriate Uber-affiliated contracting entity accordingly or Uber collectively and references to "*you*" or "*your*" mean the Company and/or, depending on the context, your Drivers. If you accept this Agreement as a Driver please read Section 12.2 which governs how this document applies to you.

This PAA governs your access to our Platform (defined below) which facilitates your provision of For-hire Service, to account holders seeking to access certain types of For-hire Service ("*Riders*") for themselves and/or their guests.

Access to our technology platform includes access to our technology application (the "*Driver App*") that, amongst other things, facilitates For-hire Service between you and Riders; as well as websites and all other associated services, including payment and support services, provided by Uber, its affiliates or third parties (collectively, our "*Platform*").

Your access to our Platform is also governed by the applicable terms found on our website, including without limitation, the Community Guidelines, Referral Policies, other applicable Uber standards and policies (including, without limitation, Uber's safety standards, the accessibility policies and U.S. Service Animal Policy) and, except as provided in Section 13.9 below, any other agreements you have with us (including those related to how you choose to interact with our Platform, the services you choose to provide and where you chose to provide them) (collectively with this PAA, this "*Agreement*"), which are incorporated by reference into this Agreement. By accepting this Agreement, you confirm that you have read, understand and accept the provisions of this Agreement and intend to be bound by this Agreement. This Agreement is effective as of the date and time you accept it.

1. Relationship

1.1. Company's Relationship with Uber.

(a) The relationship between you and Uber is solely as independent business enterprises, each of whom operates a separate and distinct business enterprise that provides a service outside the usual course of business of the other. This is not an employment agreement and you are not an employee of Uber. You confirm the existence and nature of that contractual relationship each time you access our Platform. We are not hiring or engaging you to provide any service; you are engaging us to provide you access to our Platform. Nothing in this Agreement creates, will create, or is intended to create, any employment, partnership, joint venture, franchise, or sales representative relationship between you and us. The parties do not share in any profits or losses. You have no authority to make or accept any offers or representations on our behalf. You are not our agent and you have no authority to act on behalf of Uber.

(b) We do not, and have no right to, direct or control you. Subject to Platform availability, you decide when, where and whether (a) you want to offer For-hire Service facilitated by our Platform and (b) you want to accept, decline, ignore or cancel a Ride (defined below) request; provided, in each case, that you agree not to discriminate against any potential Rider in violation of the Requirements (defined below). Subject to your compliance with this Agreement, you are not required to accept any minimum number of Rides in order to access our Platform and it is entirely your choice whether to provide For-hire Service to Riders directly, using our Platform, or using any other method to connect with Riders, including, but not limited to other platforms and applications in addition to, or instead of, ours. You understand, however, that your Riders' experiences with your Rides, as determined by Rider input, may affect your ability to access our Platform or provide Rides.

1.2. Your Relationship with Your Drivers. You will ensure that your Drivers understand and comply with the obligations set forth in this Agreement, including without limitation those set forth in Section 2. You have the sole responsibility for any obligations or liabilities to your Drivers that arise from your relationship with them (including any obligations or liabilities relating to the provision of For-hire Services). You acknowledge and agree that you exercise sole control over your Drivers and will comply with all applicable laws (including tax, social security and employment laws) governing or otherwise applicable to your relationship with your Drivers. You acknowledge and agree that you are at all times responsible and liable for the acts and omissions of your Drivers, including their interaction with us or any third party, even where such vicarious liability may not be mandated under applicable law.

2. Our Platform

2.1. General. While using our Driver App, you may receive lead generation and other technology-based services that enable those operating independent business enterprises like you to provide For-hire Service requested by Riders ("*Rides*"). Subject to the terms and conditions of this Agreement, Uber hereby grants you a non-exclusive, non-transferable, non-sublicensable, non-assignable license, during the term of this Agreement, to use our Platform (including the Driver App) solely for the purpose of providing Rides and accessing services associated with providing Rides.

2.2. Compliance.

(a) You are responsible for identifying, understanding, and complying with (i) all laws (including, but not limited to, the Americans with Disabilities Act and applicable laws governing your collection, use, disclosure, security, processing and transfer of data), rules and regulations that apply to your provision of Rides (including whether you are permitted to provide For-hire Service at all) in the jurisdiction(s) in which you operate (your "*Region*") and (ii) this Agreement (collectively, the "*Requirements*"). Subject to applicable law, you are responsible for identifying and obtaining any required license (including ensuring your Drivers have the appropriate driver's license for their Region), permit, or registration required to provide any For-hire Service that you provide using our Platform. Notwithstanding anything to the contrary in this Agreement, for the avoidance of doubt, your ability to access and use our Platform is at all times subject to your compliance with the Requirements. You agree not to access or attempt to access our Platform if you are not in compliance with the Requirements.

(b) The Americans with Disabilities Act imposes obligations including the obligation to transport Riders with service animals and does not contain exceptions for allergies or religious objections. We have the right to and you consent to the permanent deactivation of your Driver App account and the permanent termination of your contractual relationship with us if, based on the evidence, we conclude that you knowingly refused a Ride request from a Rider with a service animal, or if we receive plausible reports from Riders of more than one cancellation or refusal by you alleged to be on the basis of the presence of a Rider's service animal.

2.3. Your Provision of Transportation Services to Riders. You represent, warrant and covenant that (a) you have all the necessary expertise and experience to provide Rides in compliance with the Requirements and standards applicable to the For-hire Service, (b) your access and use of our Platform, and provision of For-hire Service, in your Region is permitted by the Requirements (including any age requirements), and (c) all such access and use of our Platform will be in compliance with the Requirements. You are responsible for, and bear all costs of, providing all equipment, tools and other materials that you deem necessary or advisable and are solely responsible for any obligations or liabilities arising from the Rides you provide.

2.4. Accessing our Platform.

(a) To provide Rides you must create and register an account for your Company and each Driver whom you decide may receive Ride requests through our Platform. All information you provide to us must be accurate, current and complete and you will maintain the accuracy and completeness of such information during the term of this Agreement. Unless otherwise permitted by us in writing, you agree to only possess one account for providing Rides. You are responsible for all activity conducted on your account. For account security and Rider safety purposes, you agree not to share or allow anyone to use your login credentials or other personal information used in connection with your account, including but not limited to photos of yourself, to access our Platform. If you think anyone has obtained improper access to your account, login credentials or personal information, you are required to notify us and to change your password immediately so that we may take appropriate steps to secure your account. You agree that Uber is not responsible for any losses arising from your sharing of account credentials with a third party, including without limitation phishing. You can visit help.uber.com for more information about securing your account. You agree that Uber is not responsible for any losses arising from your sharing of account credentials with a third party, including without limitation phishing.

(b) You represent, warrant, and covenant that you have all required authority to accept and be bound by this Agreement. If you are accepting this Agreement on behalf of your company, entity, or organization, you represent and warrant that you are an authorized representative of that company, entity, or organization with the authority to bind such party to this Agreement.

2.5. Background Checks and Licensing, Vehicle Standards.

(a) During your account creation and registration, we will collect, and may verify, certain information about you and the vehicle(s) you use to provide Rides ("*your vehicle*").

(b) You have passed any background, driving record and other checks required in connection with your provision of For-Hire Services under this Agreement (including those required or facilitated by third parties). You hereby agree to provide copies of such checks upon request and authorize and instruct us to provide copies of such checks to insurance companies, relevant regulators and/or other governmental authorities as needed for safety or other reasons, as described in our Privacy Notice.

(c) You agree that your vehicle will be properly registered, licensed and suitable to provide Rides in your Region. You represent that at all times during the provision of any Rides your vehicle will be in your lawful possession with valid authority to use your vehicle to provide Rides in your Region. You agree that your vehicle will be in safe operating condition, consistent with safety and maintenance standards for a vehicle of its type in the For-hire Service industry. You agree to monitor for and repair any parts that are recalled by your vehicle's manufacturer (as well as anything else the Requirements applicable to your particular Region may require).

2.6. Accepting Ride Requests.

(a) Ride requests may appear in the Driver App and you may attempt to accept, decline or ignore them. Accepting a Ride request creates a direct business relationship between you and your Rider in accordance with the terms of the transportation service the Rider has requested through our Platform. The mechanism for accepting or declining Rides may vary depending on your location and the type of Ride-request you accept. You acknowledge upon acceptance of a Ride request, your Company may incur Uber fees as described in an applicable fare addendum to this PAA.

(b) You will choose the most effective, efficient, and safe manner to reach the destinations associated with a Ride. Any navigational directions offered in the Driver App are offered for your convenience only; you have no obligation to follow such navigational directions. You agree to transport Riders, or their guests, directly to their specified destination, as directed by the applicable person, without unauthorized interruption or unauthorized stops.

(c) You may receive Rider information, including approximate pickup location, and you agree that your Rider may also be given identifying information about you, including your first name, photo, location, vehicle information, and certain other information you have voluntarily provided through the Driver App (collectively, "*User Information*"). Without a Rider's consent, you agree to not contact any Rider or otherwise use any of the Rider's User Information except solely in connection with the provision of Rides to that Rider. You agree to treat all Rider User Information as Confidential Information (defined below) received by you under this Agreement. You acknowledge that your violation of your confidentiality obligations may also violate certain laws and could result in civil or criminal penalties.

2.7. Use of Uber Branded Materials.

(a) Except to the extent necessary to comply with applicable law, you are not required to use, wear or display Uber's name or logo on your vehicle or clothing, or to use signaling lights, stickers, decals, or other such materials displaying Uber's name or logo (collectively "*Uber Branded Materials*").

(b) Your authorized display of Uber Branded Materials may signify to Riders that your For-hire Service is facilitated by our Platform. Uber grants you a limited license to use, wear, or display Uber Branded Materials provided directly to you by Uber ("*Authorized Uber Branded Materials*") when providing Rides solely for the purpose of identifying yourself and your vehicle to Riders as someone selling For-hire Service facilitated by our Platform. You agree not to (i) use, wear, or display Uber-Branded Materials that are not Authorized Uber Branded Materials, (ii) purchase, accept, offer to sell, sell or otherwise transfer Uber Branded Materials that are not Authorized Uber Branded Materials, (iii) offer to sell or sell, or otherwise transfer Authorized Uber Branded Materials, without Uber's prior written permission, or (iv) display Uber Branded Materials when you are not accessing the Platform.

(c) The parties expressly agree that your access to, or use of, Uber Branded Materials, whether or not authorized, does not indicate an employment or other similar relationship between you and us. You further agree not to represent yourself as our employee, representative or agent for any purpose or otherwise misrepresent your relationship with us.

(d) You agree to destroy and discard any Uber Branded Materials if your account is deactivated and/or if you lose access to the Platform.

2.8. Ratings. Your Rider may be asked to comment on your services, and you may be asked to comment on your Rider. These comments can include star or other ratings and other feedback (collectively, "*Ratings*"), which we ask all parties to provide in good faith. Ratings are not confidential and you hereby authorize our use, distribution and display of your Ratings (and Ratings about you) as provided in our Privacy Notice, without attribution or further approval. We have no obligation to verify Ratings or their accuracy, and may remove them from our Platform in accordance with the standards in our Community Guidelines. You can find out more about Ratings and how they may affect your ability to access our Platform by visiting our website.

2.9. Location Based Technology Services; Communication Consents.

(a) Your device geo-location information is required for the proper functioning of our Platform, and you agree to not take any action to manipulate or falsify your device geo-location. You grant us the irrevocable right to obtain your geo-location information and to share your location with third parties, including your Riders, who will see the approximate location of your vehicle in the Rider app before and during their Ride. We may not and will not use this information to attempt to supervise, direct, or control you or your provision of Rides.

(b) You agree that we may contact you by email, telephone or text message (including by an automatic telephone dialing system) at any of the phone numbers provided by you, or on your behalf, in connection with your account. You also understand that you may opt out of receiving text messages from us at any time, either by replying "STOP" or texting the word "STOP" to 89203 using the mobile device that is receiving the messages, or by contacting us at help.uber.com. Notwithstanding the foregoing, we may also contact you by any of the above means, including by SMS, in case of suspected fraud or unlawful activity by your or on your account.

(c) You hereby represent and warrant that (a) you have provided all notices and obtained all rights, consents and permissions (collectively, "*Consents*") necessary to provide us with personally identifiable information of any Driver provided by you to us hereunder or otherwise in connection with this Agreement; (b) you have obtained all Consents from each Driver necessary to enable us to send SMS messages or to otherwise contact each such Driver, and (c) you are in compliance, and will remain in compliance during the term of the Agreement, with all Requirements relating to data protection, privacy, identity theft, data breach, consumer protection, and data security.

3. Insurance

3.1. Your Auto Liability Insurance for For-hire Service. You agree to maintain on all vehicles operated by You or your Drivers commercial automobile liability insurance that provides protection against bodily injury and property damage to third parties at levels of coverage that satisfy all applicable laws in the Region. This coverage must also include any no-fault coverage required by law in the Region that may not be waived by an insured. You agree to provide Uber and its affiliates a copy of the insurance policy, policy declarations, proof of insurance identification card and proof of premium payment for the insurance policy required in this Section 3.1 upon request, and on each occasion that the insurance policy renews. You will notify us in writing immediately if any insurance policy required by Uber is cancelled. Uber shall have no right to control your selection or maintenance of your policy.

3.2. General Liability Insurance. You agree to maintain commercial general liability insurance that provides protection against personal injury, advertising injury and property damage to third parties at levels of coverage required by all applicable laws in the Region.

3.3. Your Other Insurance for For-hire Service. You will maintain workers' compensation insurance for you and your Drivers as required by the Requirements. If allowed by applicable law, you can insure yourself against industrial injuries by maintaining occupational accident insurance for you and your Drivers in place of workers' compensation insurance (and it is at your own risk if you decide not to). If allowed by applicable law, your subcontractors may also insure themselves against industrial injuries by maintaining occupational accident insurance for themselves in place of workers' compensation insurance (and it is at their own risk if they decide not to).

3.4. Additional Insured Status. You shall add Uber (or any Uber affiliate which may be designated by Uber from time to time) to your insurance policies required in Sections 3.1 and 3.2 above as an additional insured, and shall, upon Uber's request, provide Uber with a copy of such insurance certificate(s) within seven (7) days of such request. You will maintain the insurance policies required in Sections 3.1 and 3.2 at all times during the term of this Agreement.

4. Payments

4.1. Instant Pay.

(a) **Eligibility for Instant Pay.** You must have a valid and active debit card issued in your name to use Instant Pay. Your ability to use Instant Pay is dependent upon your debit card's acceptance of fast funds; not all debit cards are eligible to accept fast funds, and the card's issuing bank may choose at any time to disable the acceptance of fast funds or enable restrictions. Certain users may not be eligible for Instant Pay, including users that access our vehicle solutions programs and those who are subject to garnishments. Your use of Instant Pay may be subject to additional restrictions and fees; more information may be found on our Instant Pay website.

(b) **Availability of Instant Pay.** We are not able to ensure that all payments are deposited instantly. The speed at which you receive payments will depend on your bank and other factors. If your bank rejects a payment, or it fails in our system, the entire amount available for cashout in your account will be routed to your regular bank account at vault.uber.com, and you will receive the payment typically 1-3 business days later. Any Instant Pay funds not cashed out by 4AM (Local time) on Mondays, or the time we identify, which may be subject to change, will be routed to your regular bank account at vault.uber.com. If you do not have access to Instant Pay, you will continue to receive payments as described in this addendum via direct deposit, provided we have your correct banking information. We are not responsible for any fees from your bank in association with your use of Instant Pay. We reserve the right to block access to Instant Pay at any time for any reason, including for improper use of our Platform, account investigation, deactivation, or further review of Deliveries completed.

(c) **Third-Party Provider.** The Instant Pay functionality is facilitated by a third-party provider of payments services. By using Instant Pay, you are subject to any additional terms and conditions for payment imposed by the third-party provider, which we recommend you review.

4.2. Payment terms, fare calculations and payment methods are described in a separate fare addendum, which shall form part of this Agreement.

5. Term and Termination; Effect; Survival

5.1. **Term**. This Agreement is effective as of the date and time you accept it and will continue until terminated by you or us.

5.2. **Termination by You**. You may terminate this Agreement (a) without cause at any time upon seven (7) days' prior written notice to Uber; and (b) immediately, without notice for Uber's violation or alleged violation of a material provision of this Agreement.

5.3. **Deactivation**. You consent to and we may temporarily deactivate your account without notice to investigate whether you have engaged in, or your account has been used in, activity that is deceptive, fraudulent, unsafe, illegal, harmful to our brand, business or reputation, or that violates this Agreement (including the policies incorporated herein by reference)(any of the foregoing, a "*Material Breach or Violation*"). You also consent to and we may terminate this Agreement or permanently deactivate your account without notice if we determine in our discretion that a Material Breach or Violation has occurred.

5.4. **Effect of Termination and Survival**. Upon termination, each party will remain responsible for its respective liabilities or obligations that accrued before or as a result of such termination. You agree to use commercially reasonable efforts to return any Uber Branded Materials, but excluding promotional materials, to an Uber Greenlight Hub or destroy them. Sections 1, 2.7, 2.9(b), 4, 5.4, 6-9, 12, 13 and 14 shall survive any termination or expiration of this Agreement.

6. DISCLAIMERS

6.1. WE PROVIDE OUR PLATFORM AND ANY ADDITIONAL PRODUCTS OR SERVICES "AS IS" AND "AS AVAILABLE," WITHOUT GUARANTEE OR WARRANTY OF ANY KIND, AND YOUR ACCESS TO OUR PLATFORM IS NOT GUARANTEED TO RESULT IN ANY RIDE REQUESTS. WE DO NOT WARRANT THAT OUR PLATFORM WILL BE ACCURATE, COMPLETE, RELIABLE, CURRENT, SECURE, UNINTERRUPTED, ALWAYS AVAILABLE, OR ERROR- FREE, OR WILL MEET YOUR REQUIREMENTS, THAT ANY DEFECTS WILL BE CORRECTED, THAT OUR TECHNOLOGY IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE WILL NOT BE LIABLE FOR ANY SERVICE INTERRUPTIONS OR LOSSES RESULTING FROM SERVICE INTERRUPTIONS, INCLUDING BUT NOT LIMITED TO SYSTEM FAILURES OR OTHER INTERRUPTIONS THAT MAY AFFECT YOUR ACCESS TO OUR PLATFORM.

6.2. WE PROVIDE LEAD GENERATION AND RELATED SERVICES ONLY, AND MAKE NO REPRESENTATIONS, WARRANTIES OR GUARANTEES AS TO THE ACTIONS OR INACTIONS OF THE RIDERS WHO MAY REQUEST OR ACTUALLY RECEIVE RIDES FROM YOU. WE DO NOT SCREEN OR EVALUATE THESE RIDERS. SOME JURISDICTIONS PROVIDE FOR CERTAIN WARRANTIES, SUCH AS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AVAILABILITY, SAFETY, SECURITY, AND NON-INFRINGEMENT. WE EXCLUDE ALL WARRANTIES TO THE EXTENT THOSE REGULATIONS ALLOW.

6.3. IF A DISPUTE ARISES BETWEEN YOU AND YOUR RIDERS OR ANY OTHER THIRD PARTY, YOU RELEASE US FROM LOSSES OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES.

6.4. WE MAY USE ALGORITHMS IN AN ATTEMPT TO FACILITATE RIDES AND IMPROVE THE: EXPERIENCE OF USERS AND THE SECURITY AND SAFETY OF OUR PLATFORM; ANY SUCH USE DOES NOT CONSTITUTE A GUARANTEE OR WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED.

7. Information

We may collect and disclose information from or about you when you create an account, interact with our Platform or provide Rides and as otherwise described in our Privacy Notice. Notwithstanding anything herein to the contrary (a) the collection, use, and disclosure of such information will be made in accordance with our Privacy Notice and (b) if you elect to provide or make available suggestions, comments, ideas, improvements, or other feedback or materials to us in connection with, or related to, us or our Platform, we will be free to use, disclose, reproduce, modify, license, transfer and otherwise distribute, and exploit any of the foregoing information or materials in any manner.

8. Confidentiality

8.1. Confidential Information. Each party acknowledges and agrees that in the performance of this Agreement it may have access to or may be exposed to, directly or indirectly, confidential information of the other party or third parties ("*Confidential Information*"). Confidential Information includes Rider User Information and the transportation volume, marketing and business plans, business, financial, technical, operational and such other, non-public information of each party (whether disclosed in writing or verbally) that such party designates as being proprietary or confidential or of which the other party should reasonably know that it should be treated as confidential. Confidential

Information does not include any information that: (a) was in the receiving party's lawful possession prior to the disclosure, as clearly and convincingly corroborated by written records, and had not been obtained by the receiving party either directly or indirectly from the disclosing party; (b) is lawfully disclosed to the receiving party by a third party without actual, implied or intended restriction on disclosure through the chain of possession, or (c) is independently developed by the receiving party without the use of or access to the Confidential Information, as clearly and convincingly corroborated by written records.

8.2. Obligations. Each party acknowledges and agrees that: (a) all Confidential Information shall remain the exclusive property of the disclosing party; (b) it shall not use Confidential Information of the other party for any purpose except in furtherance of this Agreement; (c) it shall not disclose Confidential Information of the other party to any third-party, except to its employees, officers, contractors, agents and service providers ("*Permitted Persons*") as necessary to perform their obligations under this Agreement, provided Permitted Persons are bound in writing to obligations of confidentiality and non-use of Confidential Information no less protective than the terms hereof; and (d) it shall return or destroy all Confidential Information of the disclosing party, upon the termination of this Agreement or at the request of the other party; subject to applicable law and our internal record-keeping requirements.

8.3. Remedies. The unauthorized use or disclosure of any Confidential Information would cause irreparable harm and significant damages, the degree of which may be difficult to ascertain. Accordingly, the parties have the right to obtain immediate equitable relief to enjoin any unauthorized use or disclosure of Confidential Information disclosed by the other party, in addition to any other rights or remedies described in Section 14, applicable law or otherwise.

9. Intellectual Property

We reserve all rights not expressly granted in this Agreement. The Driver App, our Platform, and all data gathered through our Platform, including all intellectual property rights therein (the "*Platform IP*"), are and remain our property and/or that of our licensors, as applicable. Neither this Agreement nor your use of Uber's or our licensors' company names, logos, products or service names, trademarks, service marks, trade dress, other indicia of ownership, or copyrights ("*Uber Names, Marks, or Works*") or the Platform IP conveys or grants to you any rights in or related to the Platform IP, or related intellectual property rights, including Uber's Names, Marks, or Works, except for the limited license granted above. You shall not, and shall not allow any other party to: (a) license, sublicense, copy, modify, distribute, create, sell, resell, transfer, or lease any part of the Platform IP or Authorized Uber-Branded Materials; (b) reverse engineer or attempt to extract the source code of our software, except as allowed under law; (c) use, display, or manipulate any of Uber Names, Marks, or Works for any purpose other than to provide Rides; (d) create or register any (i) businesses, (ii) URLs, (iii) domain names, (iv) software application names or titles, or (v) social media handles or profiles that include Uber Names, Marks, or Works or any confusingly or substantially similar mark, name, title, or work; (e) use Uber Names, Marks, or Works as your social media profile picture or wallpaper; (f) purchase keywords (including, but not limited to Google AdWords) that contain any Uber Names, Marks, or Works; (g) apply to register, reference, use, copy, and/or claim ownership in Uber's Names, Marks, or Works, or in any confusingly or substantially similar name, mark, title, or work, in any manner for any purposes, alone or in combination with other letters, punctuation, words, symbols, designs, and/or any creative works, except as may be permitted in the limited license granted above; (h) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any part of our Platform or data; or (i) aggregate Uber's data with competitors.

10. Third-Party Services

From time to time we may permit third parties to offer their services to users of our Platform. Third-party services may be subject to additional terms (including pricing) that apply between you and the party(ies) providing such services. If you choose to access the third-party services you understand that the providers of the third-party services are solely responsible for liabilities arising in connection with the access and use of such third-party services. While we may allow users to access such services through our Platform and we may collect information about our users' use of such services, we may not investigate, monitor or check such third-party services for accuracy or completeness.

11. Termination of Prior Agreements

11.1. Prior TSA. This Section 11 only applies if you were a party to an effective technology services agreement (a "*Prior Agreement*") with Uber immediately prior to your acceptance of this Agreement. Except as provided in Sections 11.2 and 14 below, you and Uber hereby terminate your Prior Agreement (except as provided in the survival provision of such agreement) and the Depreciated Documents (defined below)(collectively, "Prior Documents"), effective as of your acceptance of this Agreement. The parties, respectively, hereby waive any applicable notice requirements with respect to their termination of the Prior Documents.

11.2. Other Agreements. Notwithstanding the termination of your Prior Agreements, you hereby (a) ratify, assume and confirm your obligations under any supplements or addenda, except those that are no longer required by the Requirements or applicable to your provision of P2P Service ("*Deprecated Documents*"), accepted in connection with your Prior Agreement that are not expressly superseded by this PAA or documents accepted in connection with the acceptance of this PAA,, with such changes as may be required to effectuate the foregoing ("*Continuing Documents*") and (b) acknowledge and agree that as of your acceptance of this Agreement such Continuing Documents are incorporated by reference and form a part of this Agreement. We hereby ratify, assume and confirm our obligations under such Continuing Documents.

12. Drivers

12.1. Enforcement. This Section 12.1 only applies if you accept this Agreement on behalf of a Company. By authorizing your Drivers to accept this Agreement, you expressly authorize Uber to enforce its rights under this Agreement, including under Section 5, against your Company or against any Driver individually. You agree to ratify any such action with respect to your Driver as if it was taken by you, provided that you will have the opportunity to rebut any such action on your Driver's behalf in accordance with this Agreement.

12.2. Acceptance by Drivers. This Section 12.2 only applies if you accept this Agreement as a Driver. Except for Section 1.2 and 2.9(c), this Agreement applies to you, with such changes as may be required to effectuate the foregoing, to the same extent as such provisions apply to your Company. This Agreement does not entitle you to any payment by Uber, and only your Company can enforce the obligations in Section 5.2 and any provision regarding amounts payable under this Agreement will apply only to the Company. You acknowledge and agree that you maintain a contractual or employment arrangement with your Company to perform For-hire Services under that Company's operating authority and as directed by that Company. In addition to the representations and warranties set forth in Section 2.4(b), you represent and warrant that you are the legal age to form a binding contract with us in your Region. If you have an agreement (a "*P2P Agreement*") with Uber pursuant to which you provide peer-to-peer transportation services (a "*P2P Service*"), you acknowledge and agree that (x) this Agreement applies when you provide For-hire Services or access our Platform under the authority of your Company and (y) your P2P Agreement applies when you provide P2P Services.

13. Miscellaneous

13.1. Modification. You will only be bound by modifications or supplements to this PAA on your acceptance, but if you do not agree to them, you may not be allowed to access our Platform. Such modifications or supplements may be provided to you only via electronic means. From time to time we may modify information hyperlinked in this PAA (or the addresses where such information may be found) and such modifications shall be effective when posted.

13.2. Severability. Invalidity of any provision of this Agreement does not affect the rest of this Agreement. The parties shall replace the invalid or non-binding provision with provision(s) that are valid and binding and that have, to the greatest extent possible, a similar effect as the invalid or non-binding provision, given the contents and purpose of this Agreement.

13.3. Assignment. We may freely assign or transfer this Agreement or any of our rights or obligations in them, in whole or in part, without your prior consent. You agree not to assign this Agreement, in whole or in part, without our prior written consent, and any attempted assignment without such consent is void.

13.4. Conflicts. Except with respect to the Arbitration Provision, if there is a conflict between this PAA and any supplemental terms between you and us, those supplemental terms will prevail with respect to the specific conflict if explicitly provided therein, and is in addition to, and a part of, this Agreement.

13.5. Interpretation. In this Agreement, “including” and “include” mean “including, but not limited to.”

13.6. Notice. Except as explicitly stated otherwise, any notices to us shall be given by certified mail, postage prepaid and return receipt requested to Uber Technologies, Inc., 1515 3rd Street, San Francisco, CA 94158, Attn: Legal Department. All notices to you may be provided electronically including through our Platform or by other means.

13.7. Governing Law. Except as specifically provided in this PAA, this PAA is governed by the applicable law of the state where you reside (or where your entity is domiciled) when you accepted this PAA (the “*Governing Law*”). The Governing Law shall apply without reference to the choice-of-law principles that would result in the application of the laws of a different jurisdiction.

13.8. Entire Agreement. Except as specifically set forth in Section 13.4 or the Arbitration Provision, this Agreement, constitutes the entire agreement and understanding with respect to the subject matter expressly contemplated herein and therein, and supersedes all prior or contemporaneous agreements or undertakings on this subject matter.

13.9. No Incorporation. Notwithstanding anything herein to the contrary, no agreement, term or other provision relating to your indemnification obligations to us will be considered incorporated by reference, or otherwise a part of, this Agreement.

13.10. Existing Documents. Defined terms in documents accepted in connection with your acceptance of this Agreement that reference a technology services agreement shall be deemed amended to reference analogous terms defined in this Agreement, including by replacing the term "Technology Services Agreement" with "Platform Access Agreement".

13.11. Questions. If you have questions about our Platform, you may contact us by logging on to drivers.uber.com and navigating to the "Contact Us" section.

14. Arbitration Provision

IMPORTANT: PLEASE REVIEW THIS ARBITRATION PROVISION CAREFULLY, AS IT WILL REQUIRE YOU TO RESOLVE DISPUTES WITH US ON AN INDIVIDUAL BASIS THROUGH FINAL AND BINDING ARBITRATION, EXCEPT AS PROVIDED BELOW. YOU MAY OPT OUT OF THIS ARBITRATION PROVISION BY FOLLOWING THE INSTRUCTIONS BELOW. THERE ARE AND/OR MAY BE LAWSUITS ALLEGING CLASS, COLLECTIVE, COORDINATED, CONSOLIDATED, AND/OR REPRESENTATIVE CLAIMS ON YOUR BEHALF AGAINST US. IF YOU DO NOT OPT OUT OF THIS ARBITRATION PROVISION AND THEREFORE AGREE TO ARBITRATION WITH US, YOU ARE AGREEING IN ADVANCE, EXCEPT AS OTHERWISE PROVIDED BELOW, THAT YOU WILL NOT PARTICIPATE IN AND, THEREFORE, WILL NOT SEEK OR BE ELIGIBLE TO RECOVER MONETARY OR OTHER RELIEF IN CONNECTION WITH, ANY SUCH CLASS, COLLECTIVE, COORDINATED, CONSOLIDATED, AND/OR REPRESENTATIVE LAWSUIT. THIS ARBITRATION PROVISION, HOWEVER, WILL ALLOW YOU TO BRING INDIVIDUAL CLAIMS IN ARBITRATION ON YOUR OWN BEHALF.

14.1. How This Arbitration Provision Applies.

(a) This Arbitration Provision is a contract governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq., and evidences a transaction involving commerce, and you agree that this is not a contract of employment involving any class of workers engaged in foreign or interstate commerce within the meaning of Section 1 of the Federal Arbitration Act. If notwithstanding the foregoing, the Federal Arbitration Act does not apply to this Arbitration Provision, the law pertaining to arbitration agreements of the state where you reside when you entered into this Agreement shall apply. Except as it otherwise provides, this Arbitration Provision applies to any legal dispute, past, present or future, arising out of or related to your relationship with us or relationship with any of our agents, employees, executives, officers, investors, shareholders, affiliates, successors, assigns, subsidiaries, or parent companies (each of which may enforce this Arbitration Provision as third party beneficiaries), and termination of that relationship, and survives after the relationship terminates.

(b) This Arbitration Provision applies to all claims whether brought by you or us, except as provided below. This Arbitration Provision requires all such claims to be resolved only by an arbitrator through final and binding individual arbitration and not by way of court or jury trial. Except as provided below regarding the Class Action Waiver and Representative Action Waiver, such disputes include without limitation disputes arising out of or relating to the interpretation, application, formation, scope, enforceability, waiver, applicability, revocability or validity of this Arbitration Provision or any portion of this Arbitration Provision.

(c) Except as it otherwise provides, this Arbitration Provision also applies, without limitation, to disputes between you and us, or between you and any other entity or individual, arising out of or related to your application for and use of an account to use our Platform and Driver App as a driver, the For-hire Service that you provide, background checks, your privacy, your contractual relationship with us or the termination of that relationship (including post-relationship defamation or retaliation claims), the nature of your relationship with us (including, but not limited to, any claim that you are our employee), trade secrets, workplace safety and health, unfair competition, compensation, minimum wage, expense reimbursement, overtime, breaks and rest periods, retaliation, discrimination, or harassment, and claims arising under the Telephone Consumer Protection Act, Fair Credit Reporting Act, Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 1981, 8 U.S.C. § 1324b (unfair immigration related practices), Americans With Disabilities Act, Age Discrimination in Employment Act, Fair Labor Standards Act, Worker Adjustment and Retraining Notification Act, Older Workers Benefits Protection Act of 1990, Occupational Safety and Health Act, Consolidated Omnibus Budget Reconciliation Act of 1985, federal, state or local statutes or regulations addressing the same or similar subject matters, and all other federal, state or local statutory, common law and legal claims (including without limitation, torts) arising out of or relating to your relationship with us or the termination of that relationship. This Arbitration Provision also applies to all incidents or accidents resulting in personal injury to you or anyone else that you allege occurred in connection with your use of our Platform and Driver App, regardless whether the dispute, claim, or controversy occurred or accrued before or after the date you agreed to this Agreement, and regardless whether you allege that the personal injury was experienced by you or anyone.

14.2. Limitations On How This Arbitration Provision Applies.

(a) To the extent required by applicable law not preempted by the Federal Arbitration Act, nothing in this Arbitration Provision prevents you from making a report to or filing a claim or charge with the Equal Employment Opportunity Commission, U.S. Department of Labor, U.S. Securities and Exchange Commission, National Labor Relations Board, or Office of Federal Contract Compliance Programs. Likewise, to the extent required by applicable law not preempted by the Federal Arbitration Act, nothing in this Arbitration Provision prevents the investigation by a government agency of any report, claim or charge otherwise covered by this Arbitration Provision. To the extent required by applicable law not preempted by the Federal Arbitration Act, this Arbitration Provision also does not prevent federal administrative agencies from adjudicating claims and awarding remedies based on those claims, even if the claims would otherwise be covered by this

Arbitration Provision.

(b) Where you allege claims of sexual assault or sexual harassment, you may elect to bring those claims on an individual basis in a court of competent jurisdiction instead of arbitration. We agree to honor your election of forum with respect to your individual sexual harassment or sexual assault claim but in so doing do not waive the enforceability of this Arbitration Provision as to any other provision (including but not limited to Section 14.4—Class Action Waiver—which will continue to apply in court and arbitration), controversy, claim or dispute.

(c) To the extent an Act of Congress or applicable federal law not preempted by the Federal Arbitration Act provides that a particular claim or dispute may not be subject to arbitration, such claim or dispute is excluded from the coverage of this Arbitration Provision. Likewise, if the Federal Arbitration Act does not apply to a claim or dispute, any claims or disputes that may not be subject to arbitration under applicable state arbitration law will be excluded from the coverage of this Arbitration Provision.

(d) *Impact on Pending Litigation*: This Arbitration Provision shall not affect your standing with respect to any litigation against us brought by you or on your behalf that is pending in a state or federal court or arbitration as of the date of your receipt of this Arbitration Provision ("*pending litigation*"). Therefore:

- If you are or previously were a driver authorized to use our Platform and Driver App, and at the time of your receipt of this Agreement you were not bound by an existing arbitration agreement with us, you shall remain eligible to participate in any pending litigation to which you were a party or putative class, collective or representative action member regardless of whether you opt out of this Arbitration Provision.

- If, at the time of your receipt of this Agreement, you were bound by an existing arbitration agreement with us, that arbitration agreement will continue to apply to any pending litigation, even if you opt out of this Arbitration Provision.

- If, at the time of your receipt of this Agreement, you were not previously a driver authorized to use our Platform and Driver App, then this Arbitration Provision will apply to covered claims and any pending litigation unless you opt out of this Arbitration Provision as provided below.

(e) Either party may apply to a court of competent jurisdiction for temporary or preliminary injunctive relief on the ground that without such relief the arbitration provided in this Arbitration Provision may be rendered ineffectual.

14.3. Governing Rules, Starting The Arbitration, And Selecting The Arbitrator

(a) For claims involving use of the Platform and Driver App in California: The ADR Services, Inc. Arbitration Rules (“*ADR Rules*”) will apply to arbitration under this Arbitration Provision; however, if there is a conflict between the ADR Rules and this Arbitration Provision, including but not limited to whether any arbitration may proceed on an individual basis, this Arbitration Provision shall govern. The ADR Rules are available by, for example, searching Google.com to locate “ADR Services, Inc. Rules,” or by clicking here: https://www.adrservices.com/services/arbitration-rules/. If, for any reason, ADR Services, Inc. will not administer the arbitration and the parties cannot mutually agree on a neutral arbitration provider, either party may invoke 9 U.S.C. § 5 to request that a court of competent jurisdiction appoint an arbitration provider with operations in California. Any arbitration provider appointed by a court under 9 U.S.C. § 5 shall conduct arbitration solely on an individualized basis. Once an arbitration provider is appointed under 9 U.S.C. § 5, or the parties mutually agree upon a neutral arbitration provider, the ensuing arbitration shall commence pursuant to the rules of the designated arbitration provider; however, if there is a conflict between the rules of the designated arbitration provider and this Arbitration Provision, including but not limited to whether any arbitration may proceed on an individual basis, this Arbitration Provision shall govern.

(b) For claims involving use of the Platform and Driver App outside California: The parties shall be required to meet and confer to select a neutral arbitration provider. Such an arbitration provider shall have operations in the state in which the dispute arises. If the parties are unable to mutually agree upon an arbitration provider, then either party may invoke 9 U.S.C. § 5 to request that a court of competent jurisdiction appoint an arbitration provider with operations in the state in which the dispute arises. Any arbitration provider appointed by a court under 9 U.S.C. § 5 shall conduct arbitration solely on an individualized basis. Once the parties mutually agree upon a neutral arbitration provider, or an arbitration provider is appointed under 9 U.S.C. § 5, the ensuing arbitration shall commence pursuant to the rules of the designated arbitration provider; however, if there is a conflict between the rules of the designated arbitration provider and this Arbitration Provision, including but not limited to whether any arbitration may proceed on an individual basis, this Arbitration Provision shall govern.

(c) Prior to commencing arbitration with the applicable arbitration provider, the party bringing the claim in arbitration must first demand arbitration in writing within the applicable statute of limitations period. The demand for arbitration shall include identification of the parties (including, if you are bringing the claim, the phone number and email address associated with your driver account, and the city in which you reside), a statement of the legal and factual basis of the claim(s), and a specification of the remedy sought and the amount in controversy. Any demand for arbitration made to us shall be sent to Uber Technologies, Inc., Attn: Legal Department, 1515 3rd Street, San Francisco, CA 94158, or served upon Uber's registered agent for service of process, c/o Uber Technologies, Inc. (the name and current contact information for the registered agent in each state are available online here). Any demand for arbitration made to you shall be sent via electronic email to the email address associated with your driver account.

(d) The parties agree that good-faith informal efforts to resolve disputes often can result in a prompt, low-cost, and mutually beneficial outcome. The parties therefore agree that, before the arbitration demand is submitted to the applicable arbitration provider, the party bringing the claim shall first attempt to informally negotiate with the other party, in good faith, a resolution of the dispute, claim or controversy between the parties for a period of 60 days ("*negotiation period*"), unless extended by mutual agreement of the parties. During the negotiation period, any otherwise applicable statute of limitations shall be tolled. In connection with informal negotiations during the negotiation period, the parties shall participate telephonically or in person in at least one informal dispute resolution conference. All informal dispute resolution conferences shall be individualized such that a separate conference must be held each time either party intends to commence individual arbitration; multiple individuals initiating claims cannot participate in the same informal dispute resolution conference. If either party is represented by counsel, that party's counsel may participate in the informal dispute resolution conference, but the party also must appear at and participate in the conference. Engaging in an informal dispute resolution conference is a condition precedent that must be fulfilled before commencing individual arbitration. If the parties cannot reach an agreement to resolve the dispute, claim or controversy within the negotiation period, the party bringing the claim shall submit the arbitration demand to the applicable arbitration provider.

(e) To commence arbitration following the conclusion of the informal dispute resolution process required by Section 14.3(d), the party bringing the claim must file the written demand for arbitration with the applicable arbitration provider and serve a copy of the demand for arbitration on Uber as set forth in Section 14.3(c) and by email to any counsel who represented Uber in the informal dispute resolution process. By filing the arbitration demand with the applicable arbitration provider, the party bringing the claim in arbitration certifies that the demand complies with Rule 11 of the Federal Rules of Civil Procedure and any applicable state law equivalent.

(f) If the parties reach agreement on an arbitrator not affiliated with the applicable arbitration provider or to use procedures either not specified in or in lieu of the applicable arbitration provider's rules (as modified by this Arbitration Provision), any such agreement shall be memorialized in writing before arbitration is commenced. If the parties are unable to agree upon an arbitrator after a good faith meet and confer effort, then the applicable arbitration provider will appoint the arbitrator in accordance with its rules. The arbitrator will be selected from the applicable arbitration provider's roster of arbitrators. Any arbitrator selected must be either (1) a retired judge or (2) an attorney licensed to practice law in the state where the arbitration is conducted with experience in the law underlying the dispute.

(g) Delivering a written arbitration demand to the other party will not relieve the party bringing the claim of the obligation to commence arbitration as described above. It shall always be the obligation of the party bringing the claim to commence arbitration.

(h) Mass arbitration dispute procedure: If 20 or more arbitration demands of a substantially similar nature are initiated against you or us within a 180-day period by the same law firm or collection of law firms that represents the other party ("*mass arbitration demands*"), the following procedure shall apply. At the request of either party, an arbitrator shall be selected pursuant to the applicable arbitration provider's rules for selection of an arbitrator to act as a special master ("*Special Master*") to resolve threshold disputes regarding the propriety of some or all the mass arbitration demands. These threshold disputes may include, but are not limited to:

(1) any dispute regarding filing fees owed with respect to the mass arbitration demands, including whether claimants have submitted valid fee waivers;

(2) any dispute regarding whether the applicable arbitration provider has complied with the Arbitration Provision with respect to processing and administering the mass arbitration demands;

(3) any dispute regarding whether the mass arbitration demands meet the requirements set forth in Section 14.3(c) (or (e) above;

(4) any dispute regarding whether the demands have complied with all conditions precedent to commencing arbitration, including compliance with the informal dispute resolution process described in Section 14.3(d) above;

(5) any dispute regarding whether claimants have ever had a driver account;

(6) any dispute regarding whether claimants are barred from

proceeding with their claims based on a prior settlement agreement or expiration of the statute of limitations;

(7) any dispute relating to representation of the same claimant by multiple law firms;

(8) any dispute regarding whether the mass arbitration demands were filed with the correct arbitration provider;

(9) any dispute regarding whether the mass arbitration demands violate Rule 11 of the Federal Rules of Civil Procedure and/or any applicable state law equivalent; and

(10) any other dispute or issue regarding the equitable and efficient initial case management of the mass arbitration demands, including, but not limited to, the timing and/or sequence of payment of any remaining filing or administrative fees or costs related to the mass arbitration demands.

Any request to appoint a Special Master pursuant to this procedure must be submitted in writing to the applicable arbitration provider, with a copy to the other party, within fifteen (15) days after filing and service (as described in Section 14.3(e)) of any arbitration demand that qualifies as part of the same group of mass arbitration demands within the meaning of this Section 14.3(h) (i.e., 20 or more arbitration demands of a substantially similar nature initiated within a 180 day period by the same law firm or collection of law firms. Mass arbitration demands initiated by a different law firm or collection of law firms shall be considered a separate group of mass arbitration demands and shall be administered separately). For the sake of clarity, the request to appoint a Special Master need not be submitted in response to the first arbitration demand that triggers the mass arbitration dispute procedure (i.e., the 20th demand), and the request is subject only to the limitations set forth in this Section 14.3(h).

Except as provided below, during the fifteen (15) day period following the filing and service of any arbitration demand that qualifies as part of the same group of mass arbitration demands, the arbitration provider shall refrain from further processing of any demands that are part of the same group of mass arbitration demands, and no further payment (i.e., other than amounts required to be paid by the party initiating arbitration at the time the arbitration demand is filed) for filing fees, administrative fees or costs, or Arbitrator fees shall be deemed due with respect to those demands. A party's decision not to invoke this procedure in response to a particular arbitration demand shall not constitute a waiver of any defense to any arbitration demand. Likewise, a party's decision not to invoke this procedure in response to a particular demand will not preclude the same party from later invoking this procedure in response to any other arbitration demand, including one that qualifies as part of the same group of mass arbitration demands as an earlier-filed demand.

The written request to appoint a Special Master must specify the arbitration demands and threshold disputes that will be submitted to the Special Master.

Upon the request of either party to appoint a Special Master to resolve the foregoing issues, the applicable arbitration provider shall refrain from further processing any of the mass arbitration demands as to which a dispute has been raised. Except for the filing fees, administrative fees or costs, or arbitrator fees that have already been assessed by the arbitration provider at the time the request to appoint a Special Master is made, no payment for filing fees, administrative fees or costs, or arbitrator fees shall be deemed due with respect to any of the mass arbitration demands as to which a dispute has been raised until after the dispute(s) has/have been resolved by the Special Master. Notwithstanding the foregoing, Uber shall be responsible for and agrees to pay the applicable arbitration provider's and Special Master's fees and costs related to the proceedings before the Special Master.

If timely requested by either party, any arbitration demand that is part of the same group of mass arbitration demands and to which a dispute has been raised shall be included as part of the same Special Master matter, even if a Special Master matter is already pending at the time that arbitration demand is filed, except that (i) a demand cannot be included if an arbitrator has already been selected for that individual demand as provided in Section 14.3(f); and (ii) a demand that might otherwise be considered part of the same group of mass arbitration demands that is filed after proceedings before a Special Master have concluded shall be considered part of a different group of mass arbitration demands.

A Special Master appointed pursuant to this procedure may award any party any appropriate remedy to which that party is entitled under applicable law (including, but not limited to, as set forth in Section 14.7) with respect to the issues presented to and decided by the Special Master, but shall have no authority to consolidate cases or decide issues related to the merits of the dispute or any other issue except as specified above. After proceedings before the Special Master have concluded, to the extent any of the mass arbitration demands are permitted to proceed, all such demands shall proceed on an individual basis only, and the applicable arbitration provider must administer them individually in accordance with the applicable arbitration provider's rules and this Arbitration Provision.

(i) All claims in arbitration are subject to the same statutes of limitation that would apply in court. The arbitrator (which includes the Special Master, as applicable) shall resolve all disputes regarding the timeliness or propriety of the demand for arbitration, except that the statute of limitations and any filing fee deadlines shall be tolled while the parties engage in the informal dispute resolution process required by Section 14.3(d).

(j) Only an arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute arising out of or relating to the interpretation, applicability, enforceability, or formation of this Arbitration Provision, including without limitation any claim that all or part of this Arbitration Provision is void or voidable. An arbitrator shall also have exclusive authority to resolve all threshold arbitrability issues. However, only a court of competent jurisdiction, and not an arbitrator, shall have exclusive authority to resolve any and all disputes arising out of or relating to the Class Action Waiver and/or Representative Action Waiver—including, but not limited to, any claim that all or part of the Class Action Waiver and/or Representative Action Waiver is unenforceable, unconscionable, illegal, void, or voidable, or that a breach of either such Waiver has occurred.

14.4. Class Action Waiver.

(a) **This Arbitration Provision affects your ability to participate in class, collective, coordinated, or consolidated actions.** Both Uber and you agree that any and all disputes or claims between the parties shall be resolved only in individual arbitration, and not on a class, collective, coordinated, or consolidated basis on behalf of others. There will be no right or authority for any dispute (whether brought by you or us, or on your or our behalf) to be brought, heard, administered, resolved, or arbitrated as a class, collective, coordinated, or consolidated action, or for you or us to participate as a member in any such class, collective, coordinated, or consolidated proceeding. Neither an arbitrator nor an arbitration provider shall have authority to hear, arbitrate, or administer any class, collective, coordinated, or consolidated action, or to award relief to anyone but the individual in arbitration.

(b) Notwithstanding any other provision of this Arbitration Provision or the applicable arbitration provider's rules, this Class Action Waiver does not prevent you or us from participating in a classwide, collective, coordinated, or consolidated settlement of claims.

(c) This Class Action Waiver does not and shall not be construed to preclude the mass arbitration dispute procedure set forth in Section 14.3(h).

(d) The parties further agree that if for any reason a claim does not proceed in arbitration, this Class Action Waiver shall remain in effect, and a court may not preside over any action joining or consolidating the claims of multiple individuals against Uber in a single proceeding. If there is a final judicial determination that any portion of this Class

Action Waiver is unenforceable or unlawful for any reason, (1) any class, collective, coordinated, or consolidated action subject to the enforceable or unlawful portion(s) shall proceed in a court of competent jurisdiction; (2) the portion of the Class Action Waiver that is enforceable shall be enforced in arbitration; (3) the unenforceable or unlawful portion(s) shall be severed from this Arbitration Provision; and (4) the severance of the unenforceable or unlawful portion(s) shall have no impact whatsoever on the enforceability, applicability, or validity of the Arbitration Provision or the arbitrability of any remaining claims asserted by you or us.

14.5. Representative Action Waiver.

(a) **This Arbitration Provision affects your ability to participate in representative actions.** To the maximum extent provided by law, both Uber and you agree that any and all disputes or claims between the parties shall be resolved only in individual arbitration, and not on a representative basis. The parties expressly waive their right to have any dispute or claim brought, heard, administered, resolved, or arbitrated as a representative action, or to participate in any representative action, including but not limited to claims brought under any state's Private Attorneys General Act. The parties also expressly waive their right to seek, recover, or obtain any non-individual relief. There will be no right or authority for any dispute (whether brought by you or us, or on your or our behalf) to be brought, heard, administered, or arbitrated as a representative action, or for you or us to participate as a member in any such representative proceeding.

(b) Notwithstanding any other provision of this Arbitration Provision or the applicable arbitration provider's rules, this Representative Action Waiver does not prevent you or us from participating in a representative settlement of claims.

(c) This Representative Action Waiver does not and shall not be construed to preclude the mass arbitration dispute procedure set forth in Section 14.3(h).

(d) If there is a final judicial determination that any portion of this Representative Action Waiver is unenforceable or unlawful for any reason, (1) any representative claim subject to the enforceable or unlawful portion(s) shall proceed in a court of competent jurisdiction; (2) the portion of the Representative Action Waiver that is enforceable shall be enforced in arbitration; (3) the unenforceable or unlawful portion(s) shall be severed from this Arbitration Provision; and (4) the severance of the unenforceable or unlawful portion(s) shall have no impact whatsoever on the enforceability, applicability, or validity of the Arbitration Provision or the arbitrability of any remaining claims asserted by you or us.

(e) Disputes regarding the nature of your relationship with us (including, but not limited to, any claim that you are an employee of us), as well as any claim you bring on your own behalf as an aggrieved worker for recovery of underpaid wages or other individualized relief (as opposed to a representative claim for civil penalties) are arbitrable and must be brought in arbitration on an individual basis only, as required by this Arbitration Provision. You agree that any representative claim that is permitted to proceed in a civil court of competent jurisdiction must be stayed pending the arbitration of your dispute regarding the nature of your relationship with us and any claim you bring on your own behalf for individualized relief.

14.6. Paying For The Arbitration.

(a) Except in the case of offers of judgment (such as under Federal Rule of Civil Procedure 68 or any applicable state law equivalents, which apply to arbitrations under this Arbitration Provision as set forth in Section 14.6(d) below), each party will pay the fees for its, his or her own attorneys and any costs that are common to both court and arbitration proceedings (such as court reporter costs and transcript fees), subject to any remedies to which that party may later be entitled under applicable law.

(b) Each party shall follow the applicable arbitration provider's rules applicable to initial arbitration filing fees, except that your portion of any initial arbitration filing fee shall not exceed the amount you would be required to pay to initiate a lawsuit in federal court in the jurisdiction where the arbitration will be conducted. To the extent a fee waiver is sought, it must include all information and be submitted in the appropriate form required by applicable law. Except as specified in the mass arbitration dispute procedure set forth in Section 14.3(h), after (and only after) you have paid your portion of any initial arbitration filing fee, we will make up the difference, if any, between the fee you have paid and the amount required by the applicable arbitration provider's rules.

(c) In all cases where required by applicable law not preempted by the FAA, we will pay the arbitrator's fees, as well as all fees and costs uniquely associated with arbitration (such as room rental). Otherwise, such fee(s) will be apportioned between the parties in accordance with said applicable law and this Arbitration Provision, and any disputes in that regard will be resolved by the arbitrator (which includes the Special Master, as applicable). You agree to not oppose any negotiations between the applicable arbitration provider and Uber relating only to our fees.

(d) At least 10 days before the date set for the arbitration hearing, any party may serve an offer in writing upon the other party to allow judgment on specified terms. If the offer is accepted, the offer with proof of acceptance shall be submitted to the arbitrator, who shall enter judgment accordingly. If the offer is not accepted prior to the arbitration hearing or within 30 days after it is made, whichever occurs first, it shall be deemed withdrawn, and cannot be given in evidence upon the arbitration. If an offer made by Uber is not accepted by you, and you fail to obtain a more favorable award, you shall not recover your post-offer costs and shall pay Uber's costs from the time of the offer.

14.7. The Arbitration Hearing And Award.

(a) Within 30 days of the close of the arbitration hearing, any party will have the right to prepare, serve on the other party and file with the arbitrator a brief. The arbitrator may award any party any remedy to which that party is entitled under applicable law, but such remedies shall be limited to those that would be available to a party in his or her individual capacity in a court of law for the claims presented to and decided by the arbitrator.

(b) The arbitrator shall apply applicable controlling law and will issue a decision or award in writing, stating the essential findings of fact and conclusions of law.

(c) Under no circumstances is the arbitrator bound by decisions reached in separate arbitrations. The arbitrator's decision, including any decision by a Special Master (as applicable), shall be binding only upon the parties to the arbitration that are the subject of the decision.

(d) The arbitrator shall award reasonable costs incurred in the arbitration to the prevailing party in accordance with the law(s) that applies to the case.

(e) The arbitrator shall be authorized to afford any relief or impose any sanctions available under Federal Rule of Civil Procedure 11 or any applicable state law equivalent.

(f) A court of competent jurisdiction shall have the authority to enter a judgment upon the award made pursuant to the arbitration. The arbitrator's findings of fact and conclusions of law shall not be binding or have any preclusive effect on any other arbitration, except as specified in and limited by Section 14.3(h).

14.8. Your Right To Opt Out Of This Arbitration Provision.

(a) Agreeing to this Arbitration Provision is not a mandatory condition of your contractual relationship with us. If you do not want to be subject to this

Arbitration Provision, you may opt out of this Arbitration Provision (subject to the pending litigation provision in Section 14.2, and the limitations set forth in this Section 14.8). To do so, within 30 days of the date that this Agreement is electronically accepted by you, you must send an electronic email from the email address associated with your driver account to optout@uber.com, stating your intent to opt out of this Arbitration Provision, as well as your name, the phone number associated with your driver account, and the city in which you reside.

(b) An email sent by your agent or representative (including your counsel) shall not be effective. Your email may opt out yourself only, and any email that purports to opt out anyone other than yourself shall be void as to any others. Should you not opt out of this Arbitration Provision within the 30-day period, you and Uber shall be bound by the terms of this Arbitration Provision. You will not be subject to retaliation if you exercise your right to opt out of this Arbitration Provision.

(c) Any opt out of this Arbitration Provision does not affect the validity of any other arbitration agreement between you and us. If you opt out of this Arbitration Provision and at the time of your receipt of this Agreement you were bound by an existing agreement to arbitrate disputes arising out of or related to your use of our Platform and Driver App, that existing arbitration agreement will remain in full force and effect.

(d) Neither your acceptance of this Agreement nor your decision to opt out of this Arbitration Provision will affect any obligation you have to arbitrate disputes not specified in this Arbitration Provision pursuant to any other agreement you have with us or any of our subsidiaries or affiliate entities. Likewise, your acceptance of or decision to opt out of any other arbitration agreement you have with us or any of our subsidiaries or affiliate entities shall not affect any obligation you have to arbitrate claims pursuant to this Arbitration Provision.

14.9. Enforcement Of This Arbitration Provision. You have the right to consult with counsel of your choice concerning this Arbitration Provision and to be represented by counsel at any stage during the arbitration process. Except as provided in Sections 14.2 and 14.8 of this Arbitration Provision, and/or unless this Arbitration Provision is deemed invalid, unenforceable, or inapplicable, this Arbitration Provision replaces prior agreements regarding the arbitration of disputes and is the full and complete agreement relating to the formal resolution of disputes covered by this Arbitration Provision. In the event any portion of this Arbitration Provision is deemed unenforceable, the remainder of this Arbitration Provision will be enforceable. This Arbitration Provision will survive the termination of your relationship with us, and it will continue to apply if your relationship with us is ended but later renewed.

By clicking "Yes, I agree," (a) if accepting on behalf of the Company, the Company expressly acknowledges that it has read, understood, and considered the consequences of this Agreement, it agrees to be bound by the terms of this Agreement, and it is legally competent to enter into this Agreement with Uber and (b) if accepting as a Driver, I expressly acknowledge that I have read, understood, and considered the consequences of this Agreement, that I agree to be bound by the terms of this Agreement, that I have been directed by the Company to enter this Agreement with Uber and that I am legally competent to enter into this Agreement with Uber.

EXHIBIT 2

Legal | Uber

- **uber.com**/legal/en/document

Uber Community Guidelines

United States and Canada

Our guidelines were developed to help make every experience feel safe, respectful, and positive. They apply to everyone who uses the Uber Marketplace Platform. It also includes interactions you may have with Uber employees and contractors, including at Greenlight Hubs, through online support systems, or over the phone.* And, in some instances, our guidelines apply to conduct outside the Uber Marketplace Platform that we become aware of, when such conduct may threaten the safety of the Uber Marketplace Platform.

Thank you for joining us in supporting and safeguarding a welcoming environment.

The guidelines below help explain some of the specific kinds of positive community engagement on the Uber Marketplace Platform, as well as the behaviors or circumstances that may cause you to lose access to it. There will always be unforeseen events that may ultimately lead to your losing access to using the Uber Marketplace Platform and services, but the following guidelines—which we'll update regularly—provide the basis for behavior we expect from all in the Uber community. Not following any one of our guidelines can constitute a material breach or violation of the terms of your agreement with Uber and may result in the loss of access to part or all of the Uber Marketplace Platform. You can report potential violations of the Community Guidelines to Uber and we will address any report in accordance with our policies.

Guidelines for all of us

Everyone is required to follow Uber's Community Guidelines, which reflect the 3 pillars: (1) treat everyone with respect; (2) help keep one another safe; and (3) follow the law.

Treat everyone with respect

The actions you take while using the Uber Marketplace Platform can have a big impact on the safety and comfort of others. Courtesy matters. For example, always try to be on time for your ride or to pick up your delivery. It's also common courtesy not to shout, swear, or slam doors. And by tidying up after yourself—whether it's taking your trash home or cleaning up a spilled drink—you'll help ensure that everyone has a pleasant ride. You are expected to exercise good judgment and behave decently toward other people when using the Uber Marketplace Platform—just as you would in any public place.

Uber is an anti-racist company. We are committed to creating a safe and welcoming space for everyone, regardless of background. Remember that when you interact with others in the Uber community, you may meet people who may look different from you, think differently than you, or come from different backgrounds. Please respect those differences. Discrimination based on race or any other characteristic protected by law will not be tolerated on the Uber Marketplace Platform and can result in loss of access to the apps.

Physical contact

Don't touch strangers or anyone you just met while using the Uber Marketplace Platform. Limited exceptions are permitted for people needing or requesting physical assistance (for example, riders using Uber Assist who may need help getting into and out of the vehicle). Hurting or intending to hurt anyone is never allowed.

Sexual assault and misconduct

We all value our personal space and privacy. It's OK to chat with other people while remaining respectful. But please don't comment on someone's appearance or ask whether they are single. Sexual assault and sexual misconduct of any kind is prohibited. Sexual assault and misconduct refers to sexual contact or behavior without explicit consent of the other person. Personal space and privacy should be respected.

Uber has a no-sex rule regardless of whether you know the person or they give you their consent.

Threatening and/or rude behavior is prohibited

Aggressive, confrontational, or harassing behavior is not allowed. Don't use language, make gestures, or take actions that could be disrespectful, discriminatory, threatening, or inappropriate.

Post-trip contact

Contact should end when the trip or delivery is complete, unless it's to return a lost item. Unwanted contact (where there is not mutual consent) can be seen as harassment and includes, for example, texting, calling, social media contact, visiting, or trying to visit someone in person after a trip or delivery has been completed.

Discrimination

You should always feel safe and welcome. That's why we don't tolerate racist or discriminatory conduct and behavior. Do not discriminate against someone or engage in a disparaging manner toward someone based on traits such as their race, ethnicity, skin color, age, disability, gender identity, marital status, pregnancy, national origin, religion, sex, sexual orientation, language, geographical location, or any other characteristic protected under relevant law.

The following list provides examples of discriminatory behavior but is not exhaustive.

- Refusing to provide services based on characteristics like a person's race, ethnicity, skin color, age, disability, gender identity, marital status, national origin, religion, sex, sexual orientation, language, geographical location, or any other characteristic protected under relevant law.
- Rating another user–whether drivers, riders, delivery people, Uber Eats users, merchants, restaurants, or businesses–based on these traits.
- Discriminating on the basis of a rider's destination or an Uber Eats user's delivery location. We understand how important it is to fit driving or delivering around your life, rather than the other way around. It is not a violation of these guidelines to decline a trip or delivery because it does not work for you. But intentionally refusing or canceling requests, or using features on the Uber Marketplace Platform to avoid receiving trip or delivery requests, solely for the purpose of avoiding a particular neighborhood due to the characteristics of the people or businesses that are located in that area, is not allowed.
- Using discriminatory language, making discriminatory remarks, vilifying, or asking questions about sensitive topics regarding national origin, race, ethnicity, or any other trait previously mentioned. Making racist comments or using slurs is never allowed.

You can learn more about Uber's Non-Discrimination Policy here. We also have a policy about our commitment to accessibility to help increase the transport options and delivery options for people with disabilities here.

If you are subject to discrimination or witness discriminatory behavior, you can report the incident to Uber by tapping Help in the apps or visiting help.uber.com so that our Support team can follow up and take the appropriate action.

Property damage

Damaging property is never allowed. Some examples include damaging the car or other mode of transportation requested through the Uber Marketplace Platform, breaking or vandalizing a phone or tablet, intentionally spilling food or drink, smoking in a car, damaging a merchant's premises, or vomiting due to excessive alcohol consumption or otherwise. If you damage property, you're responsible for the cost of cleaning and repair fees, outside of normal wear and tear. Intentional damage may result in account deactivation.

Help keep one another safe

We're hard at work every day to help create safer experiences for everyone. Your safety drives us. That's why these standards were written. Everyone has a role to play in helping to create a safe environment.

Account sharing

Account sharing is not allowed. For example, delivery people must complete all parts of the delivery themselves—including any handling after the order is picked up from the merchant up until final delivery to the Uber Eats user. (Some jurisdictions may allow you the right to designate a substitute; if you live in such a jurisdiction, learn more here.)

People under the age of 18

In select cities, we have teen accounts available for teens aged 13-17. Otherwise, you must be 18 years or older to have an Uber account. Account holders can't request a ride or delivery for someone under the age of 18 who will not be accompanied by either the account holder or another adult during the ride or when collecting the delivery. When ordering items available for purchase through the platform, children are also not allowed to use an adult's Uber Eats account by themselves. These age limitations apply unless our local guidelines, terms, or other policies say otherwise.

Extra riders and non-account riders

When driving with Uber, no one other than the driver, the requesting rider, and the rider's guests should be in the vehicle. These guidelines apply unless our local guidelines, terms, or other policies say otherwise. The account holder is responsible for the behavior of their entire party. If you request a ride or a delivery for another adult, you're held responsible for their behavior during their trip or delivery and your account can be deactivated for the actions they take.

Vehicle information

For an easy pickup or delivery, the Uber Marketplace Platform gives riders and Uber Eats users identifying information about drivers and delivery people and their vehicles, including their license plate number, vehicle make and model, profile picture, and name. Drivers and delivery people must complete trips and deliveries using only approved vehicles.

Seat belts

Every delivery person using a vehicle, every driver, and every rider—including those in the back seat—should always buckle up. Riders should request a vehicle that has enough seat belts for everyone in their party. Drivers can decline a ride if there are not enough seat belts in their vehicle for every rider.

Helmets for bikes, motorcycles, and scooters

For your safety, when riding a bike, e-bike, motorcycle, or scooter, please use a well-fitting and buckled helmet, worn according to the manufacturer's instructions.

Recording video and/or audio

Drivers may choose to install and use a dashcam, which can be used to record rides and provide evidence to Uber, law enforcement, or insurance companies in the event that something goes wrong on a ride. Drivers and riders may choose to use their phones to record rides as well. Please note:

- In some locations, local laws and regulations require that individuals provide consent to being recorded and/or be notified of recording in advance. Please check your local laws to understand your responsibilities.
- Users may submit recordings to Uber at their discretion. Uber will review submitted footage and take all action consistent with the Community Guidelines and platform terms of use.
- Sharing or streaming a person's image or audio or video recording on social media or in other digital or physical public locations is a violation of our Community Guidelines and may prompt further investigation by our safety team.

Proper maintenance and upkeep

Pursuant to the terms of their agreements with Uber and applicable regulations, drivers and delivery people are expected to keep their vehicles maintained and in good operating condition. This means maintaining their vehicle according to industry safety and maintenance standards, and monitoring for and repairing any parts that are recalled by the vehicle manufacturer.

Drive safely and carefully

Drivers are expected to maintain an environment that makes riders feel safe; even if driving practices don't violate the law, reports of dangerous driving can lead to the loss of access to part or all of the Uber Marketplace Platform. Learn more about our Dangerous Driving Policy here.

Emergencies

In case of an emergency or if you find yourself in immediate danger, alert your local authorities or emergency services before notifying Uber.

Additionally, we've made accessing in-app safety help easier with the in-app Safety Toolkit, where riders and drivers have access to the emergency button, can report safety incidents while on a trip, and share ride information with friends and loved ones.

We take threats of suicide and self-harm seriously and may reach out to authorities to request a wellness check if we receive notification that there is an imminent risk of self-harm.

For public emergencies, Uber may take additional measures to try to preserve the safety of our platform, including but not limited to natural disasters, public health emergencies, and public crisis situations.

Additional guidelines for Uber Eats merchants and delivery people

Proper handling of orders (information for merchants)

Merchants are expected to meet all relevant licensing requirements and all other laws and regulations—including food safety and hygiene regulations—plus industry best practices and Uber policies. Merchants must maintain valid licenses and/or permits where required by law.

Many food items are perishable and can cause illness if not properly handled under the proper time and temperature controls prior to pickup.

To help ensure that food reaches Uber Eats users safely, merchants are encouraged to seal packages in tamper-evident packaging ahead of delivery. Merchants are expected to act responsibly on information provided by Uber Eats users related to food allergies, intolerances, or other dietary restrictions and reject order requests if they cannot satisfy the consumer's safety requirements.

Non-food products and heavy products can also cause illness, injury, or property damage if they are not handled, packaged, labeled, or stored correctly, or if they do not include instructions for proper use. Merchants must ensure that products are properly packaged for delivery to avoid injury to the delivery person or user, and labeled with any applicable safety warnings, use or storage instructions.

Proper delivery of orders (information for delivery people)

Merchants may outline certain delivery guidelines that promote food safety, adhere to regulatory guidance, or accommodate Uber Eats user dietary restrictions.

A delivery person using an insulated bag can make for a better Uber Eats user experience, but it isn't required unless the delivery person is delivering in a location where it's required by law. Specific merchants may ask you to use an insulated bag.

Delivery people should deliver orders safely and in accordance with relevant safety standards. For example, they may not tamper with or open packaging during delivery.

How merchants can provide a safe space for pickups

Merchants and their staff are expected to exercise good judgment and behavior around delivery people, make them feel welcome, and provide a safe area for order pickups

Alcohol delivery

All orders that contain alcohol must comply with any applicable laws and restrictions on off-premise alcohol delivery and hours of service. Only Uber Eats users who are of the legal age to buy alcohol or older, and not intoxicated, can order and receive alcohol deliveries, where available. Uber Eats users may be asked to present government-issued photo IDs when an alcohol delivery arrives and delivery people may use technology to verify the ID presented and the user's age. Otherwise, your order will not be able to be delivered and may be returned to the seller on the Uber Eats user's behalf and at the Uber Eats user's expense. Uber Eats users may not place an order that includes alcohol to be delivered to areas where possession or consumption of alcohol is prohibited by law.

Creating a positive experience for delivery people and Uber Eats users

Merchants should be careful to fulfill and include the correct items in their Uber Eats user's order.

Long preparation times, long delivery person handoff times (how long it takes for the delivery person to get in and out of the merchant's location with the order, including wait time), low online time (a merchant's online availability time), long delays before order acceptance, and high cancellation rates also create a negative experience for Uber Eats users and delivery people.

If a merchant's metrics are below the minimum standard for its city, we will let them know.

Prohibited items

Merchants may only offer for sale items expressly contemplated under their agreement with Uber. Uber may remove from—or otherwise limit the merchant's ability to post to—a merchant's Uber Eats menu any items Uber deems prohibited or inappropriate.

Follow the law

We have standards based on applicable laws and regulations that everyone must follow. For example, using the Uber Marketplace Platform to commit any crime—such as transporting drugs, money laundering, committing drug or human trafficking, or sexually exploiting children—or to violate any other law is strictly prohibited.

Follow all laws

We're committed to following all applicable laws and earning your trust, and we expect everyone who uses the Uber Marketplace Platform to do their part and to know and adhere to relevant laws and regulations, including traffic laws, as well as airport rules and regulations where applicable. All relevant licenses, permits, and any other legal documents required of drivers and delivery people must be kept up to date.

For riders and Uber Eats users, let your driver or delivery person handle the driving. For riders and Uber Eats users, don't ask a driver or delivery person to speed or to make illegal stops, dropoffs, or maneuvers.

Car seats

Drivers and riders should comply with applicable laws when traveling with infants and small children. Where the use of a car seat is required by law, it's the rider's responsibility to provide and fit a suitable car seat, unless our local guidelines, terms, or other policies say otherwise. Children age 12 and under should travel in the back seat.

If a child does not appear to be within the height and weight safety requirements for the car seat, or if a driver otherwise feels that the child cannot be safely transported in the seat, the driver can cancel the ride.

Service animals and assistive devices

It is against the law to deny a ride to a rider with a service animal or assistive device (a wheelchair or crutches, for example) because of the service animal or the assistive device. In keeping with our policy (here for the US and here for Canada), riders are allowed to transport assistive devices and animals, whether pets or service animals, pursuant to the terms and limitations of the applicable law.

Drugs and alcohol

Drug use and open containers of alcohol are never allowed while using the Uber Marketplace Platform. If a rider is too drunk or rowdy, drivers have the right to decline the trip for their own safety.

If you're a rider and you have reason to believe your driver may be under the influence of drugs or alcohol, ask the driver to end the trip immediately. Then exit the vehicle and call 911.

Once you have left the vehicle, please also report your experience to Uber. You can learn more about our Zero Tolerance Policy here.

Firearms ban

Riders and their guests, as well as drivers and delivery people, are prohibited from carrying firearms while using the Uber Marketplace Platform, to the extent permitted by applicable law. You can learn more about our Firearms Prohibition Policy here.

Fraud

Deception can weaken trust and also be dangerous. Intentionally falsifying information or assuming someone else’s identity isn’t allowed. It is important to provide honest and accurate information when reporting incidents, creating and accessing your Uber accounts, disputing or claiming charges or fees, and requesting credits.

Fraudulent activity may also include, but is not limited to: deliberately increasing the time or distance of a trip or delivery; accepting trip, order, or delivery requests without the intention to complete it, including provoking other users to cancel; creating dummy accounts or improper duplicate accounts; intentionally requesting or accepting fraudulent or falsified trips or deliveries; fraudulently claiming to complete a delivery without delivering all items; actions intended to disrupt or manipulate the normal functioning of the Uber Marketplace Platform, including manipulating the settings on a phone to prevent the proper functioning of the platform and the GPS system; abusing promotions and/or not using them for their intended purpose; or disputing charges for fraudulent or illegitimate reasons.

Street hails and off-platform pickups

To enhance the safety of each experience, off-platform pickups are prohibited. Local laws usually prohibit street hails while using the Uber Marketplace Platform, so never solicit or accept payment outside the Uber Marketplace Platform. Unless explicitly allowed in the payment options in the app, Riders and Uber Eats users should not pay for trips or deliveries in cash, and riders should not request trips from drivers outside of the Uber Marketplace Platform. Both drivers and riders are notified within the app when a trip involves a cash payment. In these instances, using cash for payment does not violate Uber’s Community Guidelines.

Intellectual property guidelines

Never use Uber's trademark or intellectual property without permission. Drivers and delivery people should also return Uber-branded items to Uber if they lose access to the platform. The use of unauthorized or third-party items—such as lights, placards, signs, or similar items bearing Uber's name or trademark—may confuse riders or Uber Eats users. If it's required under local law to display Uber-branded logos, drivers and delivery people should only use official Uber-branded logos. Drivers and delivery people should not display Uber-branded items when they are not accessing the platform.

Your feedback matters

If something happens, whether it's good or bad, we make it easy for you to tell us. Our team is continually improving our standards, and your feedback is important to keep our standards relevant as our technology evolves. Please rate your experience at the end of each trip or delivery. And if something happens—such as a traffic accident—and you want to report it, you can tap Help in the app or visit help.uber.com so that our Support team can follow up. In case of an emergency or if you find yourself in immediate danger, alert your local authorities or emergency services before notifying Uber.

Uber may at times permit or allow you and others who use the Uber Marketplace Platform or Uber's tools or social media channels to create, submit, upload, publish, email, send messages, or otherwise make available textual, audio, or visual content and information to Uber or users. Such activity and content is subject to Uber's User Generated Content Terms.

Ratings

Drivers, riders, delivery people, Uber Eats users, and merchants can give and receive ratings, as well as give feedback on how the trip or delivery went.

Minimum average ratings may vary in each city based on factors like cultural differences in the way people in different cities rate each other. Drivers, riders, delivery people, or merchants who don't meet the minimum average ratings for their city may lose access to all or part of the Uber Marketplace Platform. If your ratings are approaching the minimum limit, we will let you know and may share information that may help you improve your ratings.

Accepting delivery or trip requests

If you're a delivery person or driver and you don't want to accept delivery or trip requests, you can just go offline or log off. If you're a merchant, use the Pause New Orders feature or make specific items unavailable. For delivery people, drivers, and merchants, if you consistently decline consecutive trip or order requests, our technology may assume you do not want to accept more trips or orders or have forgotten to go offline, and your account may be temporarily toggled offline. However, you are free to go back online whenever you wish to begin confirming availability for trips or orders again.

For delivery people, you may lose access to all delivery opportunities if you consistently cancel after accepting requests.

How Uber enforces our guidelines

If you violate any terms of your contractual agreement(s) with Uber, or any applicable terms or policies, including any one of these Community Guidelines or any additional policies and standards that are communicated by Uber to you from time to time, you can lose access to all or part of the Uber Marketplace Platform. If you have more than one Uber account, such as a rider account and a driver account or business account, violating the Community Guidelines could also lead you to lose access to all Uber accounts. If you believe an error caused you to lose access to your account, you may contact the Uber Support team.

If you have lost access to your driver or delivery person account, you can learn more about common issues and potential options available to you here.

Uber receives feedback through a variety of channels, reviews reports submitted to our Support team that may violate our Community Guidelines, and may investigate through a specialized team. If we are made aware of potentially problematic behavior, we may contact you so we can look into it. We may, at our sole discretion, put a hold on your account or turn your account inactive until our review is complete.

Not following any one of our guidelines may result in the loss of access to all or part of the Uber Marketplace Platform. This can include reported violations of our Community Guidelines and certain actions you may take outside of the Uber Marketplace Platform, including but not limited to information from other platforms, if we determine that those actions threaten the safety of the Uber community, our employees, and contractors, or cause harm to Uber's brand, reputation, or business. If the issues raised are serious or a repeat report, or you refuse to cooperate, you may lose access to the Uber Marketplace Platform. Any behavior involving discrimination, violence, sexual misconduct, harassment, fraud, or deceptive, illegal, or unsafe activity, while using the Uber Marketplace Platform can result in the immediate loss of access to the Uber Marketplace Platform. Additionally, when law enforcement is involved, we will cooperate with their investigation in accordance with our Guidelines for Law Enforcement Authorities for the US, found here, and for outside the US, found here. We may also proactively report suspected criminal behavior to law enforcement in accordance with our

Privacy Notice. Lastly, all drivers and delivery people wanting to use the Uber Marketplace Platform undergo a screening process, including motor vehicle record and criminal background checks. A driver or delivery person will lose access to their Uber account(s) if a motor vehicle record check, criminal background check, or other check uncovers a matter relevant to their use of the Uber Marketplace Platform in violation of Uber's standards or other criteria required by local regulators.

Many states, cities, and airports also regulate the provision of certain services, including ridesharing services, on the Uber Marketplace Platform. If your driver or delivery person account is not in compliance with applicable regulatory requirements, we may be required to remove your access to the Uber Marketplace Platform.

To read more about our Community Guidelines, go here.

Riders and Uber Eats users can access Terms of Use for the United States here and Terms and Conditions for Canada here. Drivers and delivery people can access their legal agreement with Uber here.

*Note: Drivers and delivery people are not agents (actual, ostensible, or otherwise) or employees of Uber. They are independent third-party providers.

EXHIBIT 3

UBER USA, LLC

TECHNOLOGY SERVICES AGREEMENT

Last update: December 11, 2015

This Technology Services Agreement ("*Agreement*") constitutes a legal agreement between an independent company in the business of providing transportation services ("*Customer*" or "*You*") and Uber USA, LLC, a limited liability company ("*Uber*").

Uber provides the Uber Services (as defined below) for the purpose of providing lead generation to transportation services providers. The Uber Services enable an authorized transportation provider to seek, receive and fulfill requests for transportation services from an authorized user of Uber's mobile application.

Customer is authorized to provide transportation services in the state(s) and jurisdiction(s) in which it operates, and it desires to enter into this Agreement for the purpose of accessing and using the Uber Services to enhance its transportation business.

Customer acknowledges and agrees that Uber is a technology services provider that does not provide transportation services, function as a transportation carrier, nor operate as a broker for the transportation of passengers.

In order to use the Uber Services, Customer must agree to the terms and conditions that are set forth below. Upon Customer's execution (electronic or otherwise) of this Agreement, Customer and Uber shall be bound by the terms and conditions set forth herein.

IMPORTANT: PLEASE NOTE THAT TO USE THE UBER SERVICES AND THE ASSOCIATED SOFTWARE, YOU MUST AGREE TO THE TERMS AND CONDITIONS SET FORTH BELOW. PLEASE REVIEW THE ARBITRATION PROVISION SET FORTH BELOW IN SECTION 15.3 CAREFULLY, AS IT WILL REQUIRE YOU TO RESOLVE DISPUTES WITH UBER ON AN INDIVIDUAL BASIS, EXCEPT AS PROVIDED IN SECTION 15.3, THROUGH FINAL AND BINDING ARBITRATION UNLESS YOU CHOOSE TO OPT OUT OF THE ARBITRATION PROVISION. BY VIRTUE OF YOUR ELECTRONIC EXECUTION OF THIS AGREEMENT, YOU WILL BE ACKNOWLEDGING THAT YOU HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT (INCLUDING SECTION 15.3) AND HAVE TAKEN TIME TO CONSIDER THE CONSEQUENCES OF THIS IMPORTANT BUSINESS DECISION. IF YOU DO NOT WISH TO BE SUBJECT TO ARBITRATION, YOU MAY OPT OUT OF THE ARBITRATION PROVISION BY FOLLOWING THE INSTRUCTIONS PROVIDED IN SECTION 15.3 BELOW.

1. **Definitions**

1.1. "*Affiliate*" means an entity that, directly or indirectly, controls, is under the control of, or is under common control with a party, where control means having more than fifty percent (50%) of the voting stock or other ownership interest or the majority of the voting rights of such entity.

1.2. "*City Addendum*" means an addendum to this Agreement or supplemental information setting forth additional Territory-specific terms, as made available and as updated by Uber from time to time.

1.3. "*Device*" means an Uber Device or Driver-Provided Device, as the case may be.

1.4. "*Driver*" means a principal, employee or contractor of Customer: (a) who meets the then-current Uber requirements to be an active driver using the Uber Services; (b) whom Uber authorizes to access the Uber Services to provide Transportation Services on behalf of Customer; and (c) who has entered into the Driver Addendum.

1.5. "*Driver Addendum*" means the terms and conditions that Customer is required to enter into with a Driver prior to such Driver providing Transportation Services on behalf of Customer (as may be updated by Uber from time to time).

1.6. "*Driver App*" means Uber's mobile application that enables transportation providers to access the Uber Services for the purpose of seeking, receiving and fulfilling on-demand requests for transportation services by Users, as may be updated or modified by Uber at its discretion from time to time.

1.7. "*Driver ID*" means the identification and password key assigned by Uber to a Driver that enables a Driver to use and access the Driver App.

1.8. "*Driver-Provided Device*" means a mobile device owned or controlled by Customer or a Driver: (a) that meets the then-current Uber specifications for mobile devices as set forth at www.uber.com/byod-devices; and (b) on which the Driver App has been installed as authorized by Uber solely for the purpose of providing Transportation Services.

1.9. "*Fare*" has the meaning set forth in Section 4.1.

1.10. "*Service Fee*" has the meaning set forth in Section 4.4.

1.11. "*Taxi Services*" has the meaning set forth in Section 3.1.

1.12. "*Territory*" means the city or metro areas in the United States in which Customer and its Drivers are enabled by the Driver App to receive requests for Transportation Services.

1.13. "*Tolls*" means any applicable road, bridge, ferry, tunnel and airport charges and fees, including inner-city congestion, environmental or similar charges as reasonably determined by the Uber Services based on available information.

1.14. "*Transportation Services*" means the provision of passenger transportation services to Users via the Uber Services in the Territory by Customer and its Drivers using the Vehicles.

1.15. "*Uber Data*" means all data related to the access and use of the Uber Services hereunder, including all data related to Users (including User Information), all data related to the provision of Transportation Services via the Uber Services and the Driver App, and the Driver ID.

1.16. "*Uber Device*" means a mobile device owned or controlled by Uber that is provided to Customer or a Driver for the sole purpose of such Driver using the Driver App to provide Transportation Services.

1.17. "*Uber Services*" mean Uber's on-demand lead generation and related services that enable transportation providers to seek, receive and fulfill on-demand requests for transportation services by Users seeking transportation services; such Uber Services include access to the Driver App and Uber's software, websites, payment services as described in Section 4 below, and related support services systems, as may be updated or modified by Uber at its discretion from time to time.

1.18. "*User*" means an end user authorized by Uber to use Uber's mobile application for the purpose of obtaining Transportation Services offered by Uber's transportation provider customers.

1.19. "*User Information*" means information about a User made available to Customer or a Driver in connection with such User's request for and use of Transportation Services, which may include the User's name, pick-up location, contact information and photo.

1.20. "*Vehicle*" means any vehicle of Customer that: (a) meets the then-current Uber requirements for a vehicle on the Uber Services; and (b) Uber authorizes for use by a Driver for the purpose of providing Transportation Services on behalf of Customer.

2. **Use of the Uber Services**

2.1. **Driver IDs**. Uber will issue Customer a Driver ID for each Driver providing Transportation Services to enable Customer and each Driver to access and use the Driver App on a Device in accordance with the Driver Addendum and this Agreement. Uber reserves the right to deactivate the Driver ID of those Drivers who have not fulfilled a request for Transportation Services using the Driver App at least once a month. **Customer agrees that it will, and that it will ensure that its Drivers will, maintain Driver IDs in confidence and not share Driver IDs with any third party other than the Driver associated with such Driver ID for the purpose of providing Transportation Services. Customer will immediately notify Uber of any actual or suspected breach or improper use or disclosure of a Driver ID or the Driver App.**

2.2. **Provision of Transportation Services**. When the Driver App is active, User requests for Transportation Services may appear to a Driver via the Driver App if the Driver is available and in the vicinity of the User. If a Driver accepts a User's request for Transportation Services, the Uber Services will provide certain User Information to such Driver via the Driver App, including the User's first name and pickup location. In order to enhance User satisfaction with the Uber mobile application and a Driver's Transportation Services, it is recommended that Driver waits at least ten (10) minutes for a User to show up at the requested pick-up location. The Driver will obtain the destination from the User, either in person upon pickup or from the Driver App if the User elects to enter such destination via Uber's mobile application. Customer acknowledges and agrees that once a Driver has accepted a User's request for Transportation Services, Uber's mobile application may provide certain information about the Driver to the User, including the Driver's first name, contact information, Customer entity name, photo and location, and the Driver's Vehicle's make and license plate number. Customer shall not, and shall ensure that all Drivers do not, contact any Users or use any User's personal data for any reason other than for the purposes of fulfilling Transportation Services. As between Uber and Customer, Customer acknowledges and agrees that: (a) Customer and its Drivers are solely responsible for determining the most effective, efficient and safe manner to perform each instance of Transportation Services; and (b) except for the Uber Services or any Uber Devices (if applicable), Customer shall provide all necessary equipment, tools and other materials, at Customer's own expense, necessary to perform Transportation Services. Customer understands and agrees that Customer and each Driver have a legal obligation under the Americans with Disabilities Act and similar state laws to transport Users with Service Animals (as defined by applicable state and federal law), including guide dogs for the blind and visually impaired Users, and there is no exception to this obligation for allergies or religious objections. Customer's or any Driver's knowing failure to transport a User with a Service Animal shall constitute a material breach of this Agreement. Customer agrees that a "knowing failure" to comply with this legal obligation shall constitute either: (1) a denial of a ride where the Customer/Driver states the denial was due to a Service Animal; or (2) there is more than one (1) instance in which a User or the companion of a User alleges that the Customer/Driver cancelled or refused a ride on the basis of a Service Animal.

2.3. **Customer's Relationship with Users**. Customer acknowledges and agrees that Customer's provision of Transportation Services to Users creates a direct business relationship between Customer and the User. Uber is not responsible or liable for the actions or inactions of a User in relation to Customer or any Driver, the activities of Customer, a Driver or any Vehicle. Customer shall have the sole responsibility for any obligations or liabilities to Users or third parties that arise from its provision of Transportation Services. Customer acknowledges and agrees that it and each Driver are solely responsible for taking such precautions as may be reasonable and proper (including maintaining adequate insurance that meets the requirements of all applicable laws including motor vehicle financial responsibility) regarding any acts or omissions of a User or third party. Customer acknowledges and agrees that Uber may release the contact and/or insurance information of Customer and/or a Driver to a User upon such User's reasonable request. Customer acknowledges and agrees that, unless specifically consented to by a User, neither Customer nor Driver may transport or allow inside any Vehicle individuals other than a User and any individuals authorized by such User during the performance of Transportation Services for such User. Customer acknowledges and agrees, and shall ensure that its Drivers agree, that all Users should be transported directly to their specified destination, as directed by the applicable User, without unauthorized interruption or unauthorized stops.

2.4. **Customer's Relationship with Uber**. Customer acknowledges and agrees that Uber's provision to Customer of the Driver App and the Uber Services creates a direct business relationship between Uber and Customer. Uber does not, and shall not be deemed to, direct or control Customer or its Drivers generally or in their performance under this Agreement specifically, including in connection with the operation of Customer's business, the provision of Transportation Services, the acts or omissions of Drivers, or the operation and maintenance of any Vehicles. Customer and its Drivers retain the sole right to determine when, where, and for how long each of them will utilize the Driver App or the Uber Services. Customer and its Drivers retain the option, via the Driver App, to attempt to accept or to decline or ignore a User's request for Transportation Services via the Uber Services, or to cancel an accepted request for Transportation Services via the Driver App, subject to Uber's then-current cancellation policies. With the exception of any signage required by local law or permit/license requirements, Uber shall have no right to require Customer or any Driver to: (a) display Uber's or any of its Affiliates' names, logos or colors on any Vehicle(s); or (b) wear a uniform or any other clothing displaying Uber's or any of its Affiliates' names, logos or colors. Customer acknowledges and agrees that it has complete discretion to operate its independent business and direct its Drivers at its own discretion, including the ability to provide services at any time to any third party separate and apart from Transportation Services. For the sake of clarity, Customer understands that Customer retains the complete right to provide transportation services to its existing customers and to use other software application services in addition to the Uber Services. Uber retains the right to deactivate or otherwise restrict Customer or any Driver from accessing or using the Driver App or the Uber Services in the event of a violation or alleged violation of this Agreement, a violation or alleged violation of a Driver Addendum, Customer's or any Driver's disparagement of Uber or any of its Affiliates, Customer's or any Driver's act or omission that causes harm to Uber's or its Affiliates' brand, reputation or business as determined by Uber in its sole discretion.

2.5. **Customer's Relationship with Drivers**. Customer shall have the sole responsibility for any obligations or liabilities to Drivers that arise from its relationship with its Drivers (including provision of Transportation Services). Customer acknowledges and agrees that it exercises sole control over the Drivers and will comply with all applicable laws (including tax, social security and employment laws) governing or otherwise applicable to its relationship with its Drivers. Notwithstanding Customer's right, if applicable, to take recourse against a Driver, Customer acknowledges and agrees that it is at all times responsible and liable for the acts and omissions of its Drivers vis-à-vis Users and Uber, even where such vicarious liability may not be mandated under applicable law. Customer shall require each Driver to enter into a Driver Addendum (as may be updated from time to time) and shall provide a copy of each executed Driver Addendum to Uber. Customer acknowledges and agrees that Uber is a third party beneficiary of each Driver Addendum, and that, upon a Driver's acceptance of the terms and conditions of the Driver Addendum, Uber will have the right (and will be deemed to have accepted the right) to enforce the Driver Addendum against the Driver as a third party beneficiary thereof.

2.6. **Ratings**.

2.6.1. Customer acknowledges and agrees that: (a) after receiving Transportation Services, a User will be prompted by Uber's mobile application to provide a rating of such Transportation Services and Driver and, optionally, to provide comments or feedback about such Transportation Services and Driver; and (b) after providing Transportation Services, the Driver will be prompted by the Driver App to provide a rating of the User and, optionally, to provide comments or feedback about the User. Customer shall instruct all Drivers to provide ratings and feedback in good faith.

2.6.2. Customer acknowledges that Uber desires that Users have access to high-quality services via Uber's mobile application. In order to continue to receive access to the Driver App and the Uber Services, each Driver must maintain an average rating by Users that exceeds the minimum average acceptable rating established by Uber for the Territory, as may be updated from time to time by Uber in its sole discretion ("*Minimum Average Rating*"). A Driver's average rating is intended to reflect Users' satisfaction with the Driver's Transportation Services rather than any such Driver's compliance with any of Uber's policies or recommendations. In the event a Driver's average rating falls below the Minimum Average Rating, Uber will notify Customer and may provide the Driver in Uber's discretion, a limited period of time to raise his or her average rating above the Minimum Average Rating. If such Driver does not increase his or her average rating above the Minimum Average Rating within the time period allowed (if any), Uber reserves the right to deactivate such Driver's access to the Driver App and the Uber Services. Additionally, Customer acknowledges and agrees that repeated failure by a Driver to accept User requests for Transportation Services while such Driver is logged in to the Driver App creates a negative experience for Users of Uber's mobile application. Accordingly, Customer agrees and shall ensure that if a Driver does not wish to accept User requests for Transportation Services for a period of time, such Driver will log off of the Driver App.

2.6.3. Uber and its Affiliates reserve the right to use, share and display Driver and User ratings and comments in any manner in connection with the business of Uber and its Affiliates without attribution to or approval of Customer or the applicable Driver. Customer acknowledges that Uber and its Affiliates are distributors (without any obligation to verify) and not publishers of Driver and User ratings and comments, provided that Uber and its Affiliates reserve the right to edit or remove comments in the event that such comments include obscenities or other objectionable content, include an individual's name or other personal information, or violate any privacy laws, other applicable laws or Uber's or its Affiliates' content policies.

2.7. **Devices**.

2.7.1. Uber encourages Customer to use Driver-Provided Devices in providing Transportation Services. Otherwise, if Customer elects to use any Uber Devices, Uber will supply Uber Devices upon request to each authorized Driver and provide the necessary wireless data plan for such Devices, provided that Uber will require reimbursement from Customer for the costs associated with the wireless data plan of each Uber Device and/or request a deposit for each Uber Device. Customer acknowledges and agrees that: (a) Uber Devices may only be used for the purpose of enabling Driver access to the Uber Services; and (b) Uber Devices may not be transferred, loaned, sold or otherwise provided in any manner to any party other than the Driver assigned to use such Uber Device. Uber Devices shall at all times remain the property of Uber, and upon termination of this Agreement or the termination or deactivation of a Driver, Customer agrees to return to Uber the applicable Uber Devices within ten (10) days. Customer acknowledges and agrees that failure to timely return any Uber Devices, or damage to Uber Devices outside of "normal wear and tear," will result in the forfeiture of related deposits.

2.7.2. If Customer elects to use any Driver-Provided Devices: (i) Customer and/or its Drivers are responsible for the acquisition, cost and maintenance of such Driver-Provided Devices as well as any necessary wireless data plan; and (ii) Uber shall make available the Driver App for installation on such Driver-Provided Devices. Uber hereby grants the authorized user of any Driver-Provided Device a personal, non-exclusive, non-transferable license to install and use the Driver App on a Driver-Provided Device solely for the purpose of providing Transportation Services. Customer agrees to not, and shall cause each applicable Driver to not, provide, distribute or share, or enable the provision, distribution or sharing of, the Driver App (or any data associated therewith) with any third party. The foregoing license grant shall immediately terminate and Driver will delete and fully remove the Driver App from the Driver-Provided Device in the event that Customer and/or the applicable Driver ceases to provide Transportation Services using the Driver-Provided Device. Customer agrees, and shall inform each applicable Driver that: (i) use of the Driver App on a Driver-Provided Device requires an active data plan with a wireless carrier associated with the Driver-Provided Device, which data plan will be provided by either Customer or the applicable Driver at their own expense; and (ii) use of the Driver App on a Driver-Provided Device as an interface with the Uber Services may consume very large amounts of data through the data plan. **UBER ADVISES THAT DRIVER-PROVIDED DEVICES ONLY BE USED UNDER A DATA PLAN WITH UNLIMITED OR VERY HIGH DATA USAGE LIMITS, AND UBER SHALL NOT BE RESPONSIBLE**

OR LIABLE FOR ANY FEES, COSTS, OR OVERAGE CHARGES ASSOCIATED WITH ANY DATA PLAN.

2.8. **Location Based Services**. Customer acknowledges and agrees that each Driver's geo-location information must be provided to the Uber Services via a Device in order to provide Transportation Services. Customer acknowledges and agrees, and shall inform and obtain the consent of each Driver, that: (a) the Driver's geo-location information may be obtained by the Uber Services while the Driver App is running; and (b) the approximate location of the Driver's Vehicle will be displayed to the User before and during the provision of Transportation Services to such User. In addition, Company and its Affiliates may monitor, track and share with third parties Driver's geo-location information obtained by the Driver App and Device for safety and security purposes.

3. **Drivers and Vehicles**

3.1. **Driver Requirements**. Customer acknowledges and agrees that each Driver shall at all times: (a) hold and maintain (i) a valid driver's license with the appropriate level of certification to operate the Vehicle assigned to such Driver, and (ii) all licenses, permits, approvals and authority applicable to Customer and/or Driver that are necessary to provide passenger transportation services to third parties in the Territory; (b) possess the appropriate and current level of training, expertise and experience to provide Transportation Services in a professional manner with due skill, care and diligence; and (c) maintain high standards of professionalism, service and courtesy. Customer acknowledges and agrees that each Driver may be subject to certain background and driving record checks from time to time in order for such Driver to qualify to provide, and remain eligible to provide, Transportation Services. In addition if Customer and/or Driver are using the Uber App to provide Transportation Services in conjunction with operating a taxi (*"Taxi Services*"), such Customer and/or Driver shall comply with all applicable laws with respect thereto. Customer acknowledges and agrees that Uber reserves the right, at any time in Uber's sole discretion, to deactivate or otherwise restrict a Driver from accessing or using the Driver App or the Uber Services if Customer or such Driver fails to meet the requirements set forth in this Agreement or the Driver Addendum.

3.2. **Vehicle Requirements**. Customer acknowledges and agrees that each Vehicle shall at all times be: (a) properly registered and licensed to operate as a passenger transportation vehicle in the Territory; (b) owned or leased by Customer, or otherwise in Customer's lawful possession; (c) suitable for performing the passenger transportation services contemplated by this Agreement; and (d) maintained in good operating condition, consistent with industry safety and maintenance standards for a Vehicle of its kind and any additional standards or requirements in the applicable Territory, and in a clean and sanitary condition.

3.3. **Documentation**. To ensure Customer's and each of its Drivers' compliance with all requirements in Sections 3.1 and 3.2 above, Customer must provide Uber with written copies of all such licenses, permits, approvals, authority, registrations and certifications prior to Customer's and the applicable Drivers' provision of any Transportation Services. Thereafter, Customer must submit to Uber written evidence of all such licenses, permits, approvals, authority, registrations and certifications as they are renewed. Uber shall, upon request, be entitled to review such licenses, permits, approvals, authority, registrations and certifications from time to time, and Customer's failure to provide or maintain any of the foregoing shall constitute a material breach of this Agreement. Uber reserves the right to independently verify Customer's and any Driver's documentation from time to time in any way Uber deems appropriate in its reasonable discretion.

4. **Financial Terms**

4.1. **Fare Calculation and Customer Payment**. Customer is entitled to charge a fare for each instance of completed Transportation Services provided to a User that are obtained via the Uber Services (*"Fare"*), where such Fare is calculated based upon a base fare amount plus distance (as determined by Uber using location-based services enabled through the Device) and/or time amounts, as detailed at www.uber.com/cities for the applicable Territory ("*Fare Calculation*"). Customer acknowledges and agrees that the Fare provided under the Fare Calculation is the only payment Customer will receive in connection with the provision of Transportation Services, and that neither the Fare nor the Fare Calculation includes any gratuity. Customer is also entitled to charge User for any Tolls, taxes or fees incurred during the provision of Transportation Services, and, if applicable. Customer: (i) appoints Uber as Customer's limited payment collection agent solely for the purpose of accepting the Fare, applicable Tolls and, depending on the region and/or if requested by Customer, applicable taxes and fees from the User on behalf of the Customer via the payment processing functionality facilitated by the Uber Services; and (ii) agrees that payment made by User to Uber (or to an Affiliate of Uber acting as an agent of Uber) shall be considered the same as payment made directly by User to Customer. In addition, the parties acknowledge and agree that as between Customer and Uber, the Fare is a recommended amount, and the primary purpose of the pre-arranged Fare is to act as the default amount in the event Customer does not negotiate a different amount. Customer shall always have the right to: (i) charge a fare that is less than the pre-arranged Fare; or (ii) negotiate, at Customer's request, a Fare that is lower than the pre-arranged Fare (each of (i) and (ii) herein, a "*Negotiated Fare*"). Uber shall consider all such requests from Customer in good faith. Uber agrees to remit, or cause to be remitted, to Customer on at least a weekly basis: (a) the Fare less the applicable Service Fee; (b) the Tolls; and (c) depending on the region, certain taxes and ancillary fees. If Customer has separately agreed that other amounts may be deducted from the Fare prior to remittance to Customer (*e.g.*, vehicle financing payments, lease payments, mobile device usage charges, etc.), the order of any such deductions from the Fare shall be determined exclusively by Uber (as between Customer and Uber). Notwithstanding anything to the contrary in this Section 4.1, if Customer is providing Taxi Services, the following shall apply: (x) the Fare is calculated pursuant to local taxi regulations in the Territory; (y) Customer or Driver agrees to enter the exact Fare amount (as indicated by the official taxi meter in the Vehicle) into the Driver App upon completion of an instance of Transportation Services; and (z) in some jurisdictions, Users will pay such Customer or Driver directly rather than through Uber's mobile application (Uber will notify Customer if (z) is applicable in its Territory).

4.2. **Changes to Fare Calculation**. Uber reserves the right to change the Fare Calculation at any time in Uber's discretion based upon local market factors, and Uber will provide notice to Customer in the event of changes to the base fare, per mile, and/or per minute amounts that would result in a change in the recommended Fare for each instance of completed Transportation Services. Continued use of the Uber Services after any such change in the Fare Calculation shall constitute Customer's consent to such change.

4.3. **Fare Adjustment**. Uber reserves the right to: (i) adjust the Fare for a particular instance of Transportation Services (*e.g.*, Driver took an inefficient route, Driver failed to properly end a particular instance of Transportation Services in the Driver App, technical error in the Uber Services, etc.); or (ii) cancel the Fare for a particular instance of Transportation Services (*e.g.*, a User is charged for Transportation Services that were not provided, in the event of a User complaint, fraud, etc.). Uber's decision to reduce or cancel the Fare in any such manner shall be exercised in a reasonable manner.

4.4. **Service Fee**. In consideration of Uber's provision of the Driver App and the Uber Services for the use and benefit of Customer and its Drivers hereunder, Customer agrees to pay Uber a service fee on a per Transportation Services transaction basis calculated as a percentage of the Fare determined by the Fare Calculation (regardless of any Negotiated Fare), as provided to Customer and/or a Driver via email or otherwise made available electronically by Uber from time to time for the applicable Territory ("*Service Fee*"). In the event regulations applicable to Customer's Territory require taxes to be calculated on the Fare, Uber shall calculate the Service Fee based on the Fare net of such taxes. Uber reserves the right to change the Service Fee at any time in Uber's discretion based upon local market factors, and Uber will provide notice to Customer in the event of such change. Continued use of the Uber Services after any such change in the Service Fee calculation shall constitute Customer's consent to such change. In addition, with respect to Taxi Services in the applicable Territory, Customer agrees to pay Uber a booking fee in consideration of Uber's provision of the Driver App and the Uber Services.

4.5. **Cancellation Charges**. Customer acknowledges and agrees that Users may elect to cancel requests for Transportation Services that have been accepted by a Driver via the Driver App at any time prior to the Driver's arrival. In the event that a User cancels an accepted request for Transportation Services, Uber may charge the User a cancellation fee on behalf of the Customer. If charged, this cancellation fee shall be deemed the Fare for the cancelled Transportation Services for the purpose of remittance to Customer hereunder ("*Cancellation Fee*"). The parties acknowledge and agree that as between Customer and Uber, this Cancellation Fee is a recommended amount, and the primary purpose of such Cancellation Fee is to act as a default amount in the event Customer does not negotiate a different amount. Customer shall always have the right to: (i) charge a cancellation fee that is less than the Cancellation Fee; or (ii) negotiate, at your request, a cancellation fee that is lower than the Cancellation Fee (each of (i) and (ii) herein, a "*Negotiated Cancellation Fee*"). If charged, the Cancellation Fee (regardless of any Negotiated Cancellation Fee) shall be deemed the Fare for the cancelled Transportation Services for the purpose of remittance to Customer hereunder.

4.6. **Receipts**. As part of the Uber Services, Uber provides Customer a system for the delivery of receipts to Users for Transportation Services rendered. Upon the completion of Transportation Services for a User by a Driver, Uber prepares an applicable receipt and issues such receipt to the User via email on behalf of the Customer and applicable Driver. Such receipts are also provided via email or the online portal available to Customer through the Uber Services. Receipts include the breakdown of amounts charged to the User for Transportation Services and may include specific information about the Customer and applicable Driver, including the Customer's entity name and contact information and the Driver's name and photo, as well as a map of the route taken by the Driver. Customer shall inform Drivers that any corrections to a User's receipt for Transportation Services must be submitted to Uber in writing within three (3) business days after the completion of such Transportation Services. Absent such a notice, Uber shall not be liable for any mistakes in or corrections to the receipt or for recalculation or disbursement of the Fare.

4.7. **No Additional Amounts**. Customer acknowledges and agrees that, for the mutual benefit of the parties, through advertising and marketing, Uber and its Affiliates may seek to attract new Users to Uber and to increase existing Users' use of Uber's mobile application. Customer acknowledges and agrees such advertising or marketing does not entitle Customer to any additional monetary amounts beyond the amounts expressly set forth in this Agreement.

4.8. **Taxes**. Customer acknowledges and agrees that it is required to: (a) complete all tax registration obligations and calculate and remit all tax liabilities related to its and its Drivers' provision of Transportation Services as required by applicable law; and (b) provide Uber with all relevant tax information. Customer further acknowledges and agrees that it is responsible for taxes on its own income (and that of its Drivers) arising from the performance of Transportation Services. Notwithstanding anything to the contrary in this Agreement, Uber may in its reasonable discretion based on applicable tax and regulatory considerations, collect and remit taxes resulting from its or its Drivers' provision of Transportation Services and/or provide any of the relevant tax information provided by Customer or any Driver pursuant to the foregoing requirements in this Section 4.8 directly to the applicable governmental tax authorities on your behalf or otherwise.

5. **Proprietary Rights; License**

5.1. **License Grant**. Subject to the terms and conditions of this Agreement, Uber hereby grants Customer a non-exclusive, non-transferable, non-sublicensable, non-assignable license, during the term of this Agreement, to use (and allows its Drivers to use) the Uber Services (including the Driver App on a Device) solely for the purpose of providing Transportation Services to Users and tracking resulting Fares and Fees. All rights not expressly granted to Customer are reserved by Uber, its Affiliates and their respective licensors.

5.2. **Restrictions**. Customer shall not, and shall not allow any other party to: (a) license, sublicense, sell, resell, transfer, assign, distribute or otherwise provide or make available to any other party the Uber Services, Driver App or any Uber Device in any way; (b) modify or make derivative works based upon the Uber Services or Driver App; (c) improperly use the Uber Services or Driver App, including creating Internet "links" to any part of the Uber Services or Driver App, "framing" or "mirroring" any part of the Uber Services or Driver App on any other websites or systems, or "scraping" or otherwise improperly obtaining data from the Uber Services or Driver App; (d) reverse engineer, decompile, modify, or disassemble the Uber Services or Driver App, except as allowed under applicable law; or (e) send spam or otherwise duplicative or unsolicited messages. In addition, Customer shall not, and shall not allow any other party to, access or use the Uber Services or Driver App to: (i) design or develop a competitive or substantially similar product or service; (ii) copy or extract any features, functionality, or content thereof; (iii) launch or cause to be launched on or in connection with the Uber Services an automated program or script, including web spiders, crawlers, robots, indexers, bots, viruses or worms, or any program which may make multiple server requests per second, or unduly burden or hinder the operation and/or performance of the Uber Services; or (iv) attempt to gain unauthorized access to the Uber Services or its related systems or networks.

5.3. **Ownership**. The Uber Services, Driver App and Uber Data, including all intellectual property rights therein, and the Uber Devices are and shall remain the property of Uber, its Affiliates or their respective licensors. Neither this Agreement nor Customer's use of the Uber Services, Driver App or Uber Data conveys or grants to Customer any rights in or related to the Uber Services, Driver App or Uber Data, except for the limited license granted above. Customer is not permitted to use or reference in any manner Uber's, its Affiliates', or their respective licensors' company names, logos, product and service names, trademarks, service marks or other indicia of ownership, alone or in combination with other letters, punctuation, words, symbols and/or designs (the "*UBER Marks and Names*"). Customer will not try to register or otherwise claim ownership in any of the UBER Marks and Names, alone or in combination with other letters, punctuation, words, symbols and/or designs or in any confusingly similar mark or name.

6. **Confidentiality**

6.1. Each party acknowledges and agrees that in the performance of this Agreement it may have access to or may be exposed to, directly or indirectly, confidential information of the other party ("*Confidential Information*"). Confidential Information includes Uber Data, Driver IDs, User Information, and the transaction volume, marketing and business plans, business, financial, technical, operational and such other non-public information of each party (whether disclosed in writing or verbally) that such party designates as being proprietary or confidential or of which the other party should reasonably know that it should be treated as confidential.

6.2. Each party acknowledges and agrees that: (a) all Confidential Information shall remain the exclusive property of the disclosing party; (b) it shall not use Confidential Information of the other party for any purpose except in furtherance of this Agreement; (c) it shall not disclose Confidential Information of the other party to any third party, except to its employees, officers, contractors, agents and service providers ("*Permitted Persons*") as necessary to perform under this Agreement, provided Permitted Persons are bound in writing to obligations of confidentiality and non-use of Confidential Information no less protective than the terms hereof; and (d) it shall return or destroy all Confidential Information of the disclosing party, upon the termination of this Agreement or at the request of the other party (subject to applicable law and, with respect to Uber, its internal record-keeping requirements).

6.3. Notwithstanding the foregoing, Confidential Information shall not include any information to the extent it: (a) is or becomes part of the public domain through no act or omission on the part of the receiving party; (b) was possessed by the receiving party prior to the date of this Agreement without an obligation of confidentiality; (c) is disclosed to the receiving party by a third party having no obligation of confidentiality with respect thereto; or (d) is required to be disclosed pursuant to law, court order, subpoena or governmental authority, provided the receiving party notifies the disclosing party thereof and provides the disclosing party a reasonable opportunity to contest or limit such required disclosure.

7. **Privacy**

7.1. **Disclosure of Customer or Driver Information**. Subject to applicable law and regulation, Uber may, but shall not be required to, provide to Customer, a Driver, a User, an insurance company and/or relevant authorities and/or regulatory agencies any information (including personal information (*e.g.*, information obtained about a Driver through any background check) and any Uber Data) about Customer, a Driver, or any Transportation Services provided hereunder if: (a) there is a complaint, dispute or conflict, including an accident, between Customer or a Driver on the one hand and a User on the other hand; (b) it is necessary to enforce the terms of this Agreement; (c) it is required, in Uber's or any Affiliate's sole discretion, by applicable law or regulatory requirements (*e.g.*, Uber or its Affiliate receives a subpoena, warrant, or other legal process for information); (d) it is necessary, in Uber's or any Affiliate's sole discretion, to (1) protect the safety, rights, property or security of Uber or its Affiliates, the Uber Services or any third party; (2) protect the safety of the public for any reason including the facilitation of insurance claims related to the Uber Services; (3) detect, prevent or otherwise address fraud, security or technical issues; and/or (4) prevent or stop activity Uber or its Affiliates, in their sole discretion, may consider to be, or to pose a risk of being, an illegal, unethical, or legally actionable activity); or (e) it is required or necessary, in Uber's or any of its Affiliate's sole discretion, for insurance or other purposes related to Customer's or any Driver's ability to qualify, or remain qualified, to use the Uber Services. Customer understands that Uber may retain and its Drivers' personal data for legal, regulatory, safety and other necessary purposes after this Agreement is terminated.

7.2. Uber and its Affiliates may collect personal data from Customer or a Driver during the course of Customer's or such Driver's application for, and use of, the Uber Services, or obtain information about Customer or any Drivers from third parties. Such information may be stored, processed, transferred, and accessed by Uber and its Affiliates, third parties and service providers, for business purposes, including for marketing, lead generation, service development and improvement, analytics, industry and market research, and such other purposes consistent with Uber's and its Affiliates' legitimate business needs. Customer (or Driver, through the Driver Addendum) expressly consents to such use of personal data.

8. **Insurance**

8.1. Customer agrees to maintain during the term of this Agreement on all Vehicles operated by Customer or its Drivers commercial automobile liability insurance that provides protection against bodily injury and property damage to third parties at levels of coverage that satisfy all applicable laws in the Territory. This coverage must also include any no-fault coverage required by law in the Territory that may not be waived by an insured. Customer agrees to provide Uber and its Affiliates a copy of the insurance policy, policy declarations, proof of insurance identification card and proof of premium payment for the insurance policy required in this Section 8.1 upon request. Furthermore, Customer must provide Uber with written notice of cancellation of any insurance policy required by Uber. Uber shall have no right to control Customer's selection or maintenance of Customer's policy.

8.2. Customer agrees to maintain during the term of this Agreement commercial general liability insurance that provides protection against personal injury, advertising injury and property damage to third parties at levels of coverage required by all applicable laws in the Territory.

8.3. **Customer agrees to maintain during the term of this Agreement workers' compensation insurance for itself and any of its subcontractors as required by all applicable laws in the Territory. If permitted by applicable law, Customer may choose to insure itself against industrial injuries by maintaining occupational accident insurance in place of workers' compensation insurance. Customer's subcontractors may also, to the extent permitted by applicable law, maintain occupational accident insurance in place of workers' compensation insurance. Furthermore, if permitted by applicable law, Customer may choose not to insure itself against industrial injuries at all, but does so at its own risk.**

8.4. Customer shall add Uber (or any Affiliate which may be designated by Uber from time to time) to Customer's insurance policies required in Sections 8.1 and 8.2 above as an additional insured, and shall, upon Uber's request, provide Uber with a copy of such insurance certificate(s) within seven (7) days of such request.

9. **Representations and Warranties; Disclaimers**

9.1. **By Customer**. Customer hereby represents and warrants that: (a) it has full power and authority to enter into this Agreement and perform its obligations hereunder; (b) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its origin; (c) it has not entered into, and during the term will not enter into, any agreement that would prevent it from complying with this Agreement; (d) it will comply with all applicable laws in its performance of this Agreement, including holding and complying with all permits, licenses, registrations and other governmental authorizations necessary to provide (i) Transportation Services using the Drivers and Vehicles pursuant to this Agreement, and (ii) passenger transportation services to third parties in the Territory generally; and (e) it shall require all Drivers to comply with the Driver Addendum, the applicable terms and conditions set forth in this Agreement and all applicable laws.

9.2. **Disclaimer of Warranties**. UBER PROVIDES, AND CUSTOMER ACCEPTS, THE UBER SERVICES, DRIVER APP AND THE UBER DEVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS. UBER DOES NOT REPRESENT, WARRANT OR GUARANTEE THAT CUSTOMER'S OR ANY DRIVER'S ACCESS TO OR USE OF THE UBER SERVICES, DRIVER APP OR THE UBER DEVICES: (A) WILL BE UNINTERRUPTED OR ERROR FREE; OR (B) WILL RESULT IN ANY REQUESTS FOR TRANSPORTATION SERVICES. UBER FUNCTIONS AS AN ON-DEMAND LEAD GENERATION AND RELATED SERVICE ONLY AND MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES AS TO THE ACTIONS OR INACTIONS OF THE USERS WHO MAY REQUEST OR RECEIVE TRANSPORTATION SERVICES FROM CUSTOMER OR ANY DRIVER HEREUNDER, AND UBER DOES NOT SCREEN OR OTHERWISE EVALUATE USERS. BY USING THE UBER SERVICES AND DRIVER APP, CUSTOMER ACKNOWLEDGES AND AGREES THAT CUSTOMER OR A DRIVER MAY BE INTRODUCED TO A THIRD PARTY THAT MAY POSE HARM OR RISK TO CUSTOMER, A DRIVER OR OTHER THIRD PARTIES. CUSTOMER AND DRIVERS ARE ADVISED TO TAKE REASONABLE PRECAUTIONS WITH RESPECT TO INTERACTIONS WITH THIRD PARTIES ENCOUNTERED IN CONNECTION WITH THE USE OF THE UBER SERVICES OR DRIVER APP. NOTWITHSTANDING UBER'S APPOINTMENT AS THE LIMITED PAYMENT COLLECTION AGENT OF CUSTOMER FOR THE PURPOSE OF ACCEPTING PAYMENT FROM USERS ON BEHALF OF CUSTOMER AS SET FORTH IN SECTION 4 ABOVE, UBER EXPRESSLY DISCLAIMS ALL LIABILITY FOR ANY ACT OR OMISSION OF CUSTOMER, ANY USER OR OTHER THIRD PARTY.

9.3. **No Service Guarantee**. UBER DOES NOT GUARANTEE THE AVAILABILITY OR UPTIME OF THE UBER SERVICES OR DRIVER APP. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE UBER SERVICES OR DRIVER APP MAY BE UNAVAILABLE AT ANY TIME AND FOR ANY REASON (*e.g.*, DUE TO SCHEDULED MAINTENANCE OR NETWORK FAILURE). FURTHER, THE UBER SERVICES OR DRIVER APP MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS, AND UBER IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGES, LIABILITIES OR LOSSES RESULTING FROM SUCH PROBLEMS.

10. **Indemnification**

10.1. Customer shall indemnify, defend (at Uber's option) and hold harmless Uber and its Affiliates and their respective officers, directors, employees, agents, successors and assigns from and against any and all liabilities, expenses (including legal fees), damages, penalties, fines, social security contributions and taxes arising out of or related to: (a) Customer's breach of its representations, warranties or obligations under this Agreement; or (b) a claim by a third party (including Users, regulators and governmental authorities) directly or indirectly related to Customer's provision of Transportation Services or use of the Uber Services. This indemnification provision shall not apply to Customer's or any Drivers' breach of any representations regarding their status as independent contractors.

10.2. As between Customer and Uber, Customer is and shall be solely responsible for its Drivers' provision of Transportation Services. As such, Customer shall indemnify, defend (at Uber's option) and hold harmless Uber and its Affiliates and their respective officers, directors, employees, agents, successors and assigns from and against any and all liabilities, expenses (including legal fees), damages, penalties, fines, social contributions and taxes directly or indirectly arising out of or related to its Drivers' provision of Transportation Services or use of the Uber Services.

11. **Limits of Liability**. UBER AND ITS AFFILIATES SHALL NOT BE LIABLE UNDER OR RELATED TO THIS AGREEMENT FOR ANY OF THE FOLLOWING, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES: (i) ANY INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES OF ANY TYPE OR KIND; OR (ii) CUSTOMER'S OR ANY THIRD PARTY'S PROPERTY DAMAGE, OR LOSS OR INACCURACY OF DATA, OR LOSS OF BUSINESS, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE. EXCEPT FOR UBER'S OBLIGATIONS TO PAY AMOUNTS DUE TO CUSTOMER PURSUANT TO SECTION 4 ABOVE, BUT SUBJECT TO ANY LIMITATIONS OR OTHER PROVISIONS CONTAINED IN THIS AGREEMENT WHICH ARE APPLICABLE THERETO, IN NO EVENT SHALL THE LIABILITY OF UBER OR ITS AFFILIATES UNDER THIS AGREEMENT EXCEED THE AMOUNT OF SERVICE FEES ACTUALLY PAID TO OR DUE TO UBER HEREUNDER IN THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM.

12. **Term and Termination**

12.1. **Term**. This Agreement shall commence on the date accepted by Customer and shall continue until terminated as set forth herein.

12.2. **Termination**. Either party may terminate this Agreement: (a) without cause at any time upon seven (7) days prior written notice to the other party; (b) immediately, without notice, for the other party's material breach of this Agreement; or (c) immediately, without notice, in the event of the insolvency or bankruptcy of the other party, or upon the other party's filing or submission of request for suspension of payment (or similar action or event) against the terminating party. In addition, Uber may terminate this Agreement or deactivate Customer or a particular Driver immediately, without notice, with respect to Customer and/or any Driver in the event Customer and/or any Driver, as applicable, no longer qualifies, under applicable law or the standards and policies of Uber, to provide Transportation Services or to operate the Vehicle, or as otherwise set forth in this Agreement.

12.3. **Effect of Termination**. Upon termination of the Agreement, Customer and all Drivers, as applicable, shall: (a) promptly return to Uber all Uber Devices; and (b) immediately delete and fully remove the Driver App from any applicable Driver-Provided Devices. Outstanding payment obligations and Sections 1, 2.3, 2.5, 2.6.3, 4.7, 4.8, 5.3, 6, 7, 9, 10, 11, 12.3, 13, 14 and 15 shall survive the termination of this Agreement.

13. **Relationship of the Parties**

13.1. **Except as otherwise expressly provided herein with respect to Uber acting as the limited payment collection agent solely for the purpose of collecting payment from Users on behalf of Customer, the relationship between the parties under this Agreement is solely that of independent contracting parties. The parties expressly agree that: (a) this Agreement is not an employment agreement, nor does it create an employment relationship, between Uber and Customer or Uber and any Driver; and (b) no joint venture, partnership, or agency relationship exists between Uber and Customer or Uber and any Driver**.

13.2. Customer has no authority to bind Uber and undertakes not to hold itself out, and to ensure that each Driver does not hold himself or herself out, as an employee, agent or authorized representative of Uber or its Affiliates. Where, by implication of mandatory law or otherwise, Customer or any Driver may be deemed an agent or representative of Uber, Customer undertakes and agrees to indemnify, defend (at Uber's option) and hold Uber and its Affiliates harmless from and against any claims by any person or entity based on such implied agency or representative relationship.

14. **Miscellaneous Terms**

14.1. **Modification**. In the event Uber modifies the terms and conditions of this Agreement or Driver Addendum at any time, such modifications shall be binding on Customer only upon Customer's acceptance of the modified Agreement and/or Driver Addendum. Uber reserves the right to modify any information referenced at hyperlinks from this Agreement from time to time. Customer hereby acknowledges and agrees that, by using the Uber Services, or downloading, installing or using the Driver App, Customer is bound by any future amendments and additions to information referenced at hyperlinks herein, or documents incorporated herein, including with respect to Fare Calculations. Continued use of the Uber Services or Driver App after any such changes shall constitute Customer's consent to such changes. Unless changes are made to the arbitration provisions herein, Customer agrees that modification of this Agreement does not create a renewed opportunity to opt out of arbitration.

14.2. **Supplemental Terms**. Supplemental terms may apply to Customer's and Driver's use of the Uber Services, such as use policies or terms related to certain features and functionality, which may be modified from time to time ("*Supplemental Terms*"). Customer may be presented with certain Supplemental Terms from time to time. Supplemental Terms are in addition to, and shall be deemed a part of, this Agreement. Supplemental Terms shall prevail over this Agreement in the event of a conflict.

14.3. **Severability**. If any provision of this Agreement is or becomes invalid or non-binding, the parties shall remain bound by all other provisions hereof. In that event, the parties shall replace the invalid or non-binding provision with provisions that are valid and binding and that have, to the greatest extent possible, a similar effect as the invalid or non-binding provision, given the contents and purpose of this Agreement.

14.4. **Assignment**. Neither party shall assign or transfer this Agreement or any of its rights or obligations hereunder, in whole or in part, without the prior written consent of the other party; provided that Uber may assign or transfer this Agreement or any or all of its rights or obligations under this Agreement from time to time without consent: (a) to an Affiliate; or (b) to an acquirer of all or substantially all of Uber's business, equity or assets.

14.5. **Entire Agreement**. This Agreement, including all Supplemental Terms, constitutes the entire agreement and understanding of the parties with respect to its subject matter and replaces and supersedes all prior or contemporaneous agreements or undertakings regarding such subject matter. In this Agreement, the words "including" and "include" mean "including, but not limited to." The recitals form a part of this Agreement.

14.6. **No Third Party Beneficiaries**. There are no third party beneficiaries to this Agreement, except as expressly set forth in the Arbitration Provision in Section 15.3. Nothing contained in this Agreement is intended to or shall be interpreted to create any third party beneficiary claims.

14.7. **Notices**. Any notice delivered by Uber to Customer under this Agreement will be delivered by email to the email address associated with Customer's account or by posting on the Customer portal available on the Uber Services. Any notice delivered by Customer to Uber under this

Agreement will be delivered by contacting Uber at http://partners.uber.com in the "Contact Us" section. Additional Territory-specific notices may be required from time to time.

15. **Governing Law; Arbitration**

15.1 The choice of law provisions contained in this Section 15.1 do not apply to the arbitration clause contained in Section 15.3, such arbitration clause being governed by the Federal Arbitration Act. Accordingly, and except as otherwise stated in Section 15.3, the interpretation of this Agreement shall be governed by California law, without regard to the choice or conflicts of law provisions of any jurisdiction. Any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Uber Services that are not subject to the arbitration clause contained in this Section 15.3 shall be subject to the exclusive jurisdiction of the state and federal courts located in the City and County of San Francisco, California. However, neither the choice of law provision regarding the interpretation of this Agreement nor the forum selection provision is intended to create any other substantive right to non-Californians to assert claims under California law whether that be by statute, common law, or otherwise. These provisions, and except as otherwise provided in Section 15.3, are only intended to specify the use of California law to interpret this Agreement and the forum for disputes asserting a breach of this Agreement, and these provisions shall not be interpreted as generally extending California law to Customer if Customer does not otherwise operate its business in California. The foregoing choice of law and forum selection provisions do not apply to the arbitration clause in Section 15.3 or to any arbitrable disputes as defined therein. Instead, as described in Section 15.3, the Federal Arbitration Act shall apply to any such dispute. The failure of Uber to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Uber in writing.

15.2 Other than disputes regarding the intellectual property rights of the parties and other claims identified in Section 15.3.ii, any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Uber Services shall be subject to arbitration pursuant to Section 15.3.

15.3 Arbitration.

Important Note Regarding this Section 15.3:

- Except as provided below, arbitration does not limit or affect the legal claims you may bring against Uber. Agreeing to arbitration only affects where any such claims may be brought and how they will be resolved.

- Arbitration is a process of private dispute resolution that does not involve the civil courts, a civil judge, or a jury. Instead, the parties' dispute is decided by a private arbitrator selected by the parties using the process set forth herein. Other arbitration rules and procedures are also set forth herein.

- Unless the law requires otherwise, as determined by the Arbitrator based upon the circumstances presented, you will be required to split the cost of any arbitration with Uber.

- IMPORTANT: This Arbitration Provision will require you to resolve any claim that you may have against Uber on an individual basis, except as provided below, pursuant to the terms of the Agreement unless you choose to opt out of the Arbitration Provision. Except as provided below, this provision will preclude you from bringing any class, collective, or representative action (other than actions under the Private Attorneys General Act of 2004 ("PAGA"), California Labor Code § 2698 *et seq.* ("PAGA")) against Uber, and also precludes you from participating in or recovering relief under any current or future class, collective, or representative (non-PAGA) action brought against Uber by someone else.

    - ***Cases have been filed against Uber and may be filed in the future involving claims by users of Uber Services and Software, including by drivers. You should assume that there are now, and may be in the future, lawsuits against Uber alleging class, collective, and/or representative (non-PAGA) claims on your behalf, including but not limited to claims for tips, reimbursement of expenses, and employment status. Such claims, if successful, could result in some monetary recovery to you.*** ***(THESE CASES NOW INCLUDE, FOR EXAMPLE, YUCESOY ET AL. V. UBER TECHNOLOGIES, INC., ET AL., CASE NO. 3:15-CV-00262 (NORTHERN DISTRICT OF CALIFORNIA); IN RE UBER FCRA LITIGATION, CASE NO. 14-CV-05200-EMC (NORTHERN DISTRICT OF CALIFORNIA); AND O'CONNOR V. UBER TECHNOLOGIES, INC., ET AL., CASE NO. CV 13-03826-EMC (NORTHERN DISTRICT OF CALIFORNIA). The contact information for counsel in the O'Connor matter is as follows: Shannon Liss-Riordan, Lichten & Liss-Riordan, P.C., 100 Cambridge Street, 20th Floor, Boston, MA 02114, Telephone: (617) 994-5800, Fax: (617) 994-5801, email: sliss@llrlaw.com.)***

    - **The mere existence of such class, collective, and/or representative lawsuits, however, does not mean that such lawsuits will ultimately succeed. But if you do agree to arbitration with Uber, you are agreeing in advance, except as otherwise provided, that you will not participate in and,**

therefore, will not seek to recover monetary or other relief under any such class, collective, and/or representative (non-PAGA) lawsuit.

- **However, as discussed above and except as provided below, if you agree to arbitration, you will not be precluded from bringing your claims against Uber in an individual arbitration proceeding. If successful on such claims, you could be awarded money or other relief by an arbitrator (subject to splitting the cost of arbitration as mentioned above).**

WHETHER TO AGREE TO ARBITRATION IS AN IMPORTANT BUSINESS DECISION. IT IS YOUR DECISION TO MAKE, AND YOU SHOULD NOT RELY SOLELY UPON THE INFORMATION PROVIDED IN THIS AGREEMENT AS IT IS NOT INTENDED TO CONTAIN A COMPLETE EXPLANATION OF THE CONSEQUENCES OF ARBITRATION. YOU SHOULD TAKE REASONABLE STEPS TO CONDUCT FURTHER RESEARCH AND TO CONSULT WITH OTHERS — INCLUDING BUT NOT LIMITED TO AN ATTORNEY — REGARDING THE CONSEQUENCES OF YOUR DECISION, JUST AS YOU WOULD WHEN MAKING ANY OTHER IMPORTANT BUSINESS OR LIFE DECISION.

i. How This Arbitration Provision Applies.

This Arbitration Provision is governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq. (the "FAA") and evidences a transaction involving interstate commerce. This Arbitration Provision applies to any dispute arising out of or related to this Agreement or termination of the Agreement and survives after the Agreement terminates. Nothing contained in this Arbitration Provision shall be construed to prevent or excuse You from utilizing any informal procedure for resolution of complaints established in this Agreement (if any), and this Arbitration Provision is not intended to be a substitute for the utilization of such procedures.

Except as it otherwise provides, this Arbitration Provision is intended to apply to the resolution of disputes that otherwise would be resolved in a court of law or before any forum other than arbitration, with the exception of proceedings that must be exhausted under applicable law before pursuing a claim in a court of law or in any forum other than arbitration. Except as it otherwise provides, this Arbitration Provision requires all such disputes to be resolved only by an arbitrator through final and binding arbitration on an individual basis only and not by way of court or jury trial, or by way of class, collective, or representative (non-PAGA) action.

Except as provided in Section 15.3(v), below, regarding the Class Action Waiver, such disputes include without limitation disputes arising out of or relating to interpretation or application of this Arbitration Provision, including the enforceability, revocability or validity of the Arbitration

Provision or any portion of the Arbitration Provision. All such matters shall be decided by an Arbitrator and not by a court or judge. However, as set forth below, the preceding sentences shall not apply to disputes relating to the interpretation or application of the Class Action Waiver or PAGA Waiver below, including their enforceability, revocability or validity.

Except as it otherwise provides, this Arbitration Provision also applies, without limitation, to all disputes between You and Uber, as well as all disputes between You and Uber's fiduciaries, administrators, affiliates, subsidiaries, parents, and all successors and assigns of any of them, including but not limited to any disputes arising out of or related to this Agreement and disputes arising out of or related to Your relationship with Uber, including termination of the relationship. This Arbitration Provision also applies, without limitation, to disputes regarding any city, county, state or federal wage-hour law, trade secrets, unfair competition, compensation, breaks and rest periods, expense reimbursement, termination, harassment and claims arising under the Uniform Trade Secrets Act, Civil Rights Act of 1964, Americans With Disabilities Act, Age Discrimination in Employment Act, Family Medical Leave Act, Fair Labor Standards Act, Employee Retirement Income Security Act (except for individual claims for employee benefits under any benefit plan sponsored by Uber and covered by the Employee Retirement Income Security Act of 1974 or funded by insurance), Genetic Information Non-Discrimination Act, and state statutes, if any, addressing the same or similar subject matters, and all other similar federal and state statutory and common law claims.

This Agreement is intended to require arbitration of every claim or dispute that lawfully can be arbitrated, except for those claims and disputes which by the terms of this Agreement are expressly excluded from the Arbitration Provision.

Uber Technologies, Inc. is an intended, third party beneficiary of this Agreement.

ii. <u>Limitations On How This Agreement Applies</u>.

The disputes and claims set forth below shall not be subject to arbitration and the requirement to arbitrate set forth in Section 15.3 of this Agreement shall not apply:

A representative action brought on behalf of others under the Private Attorneys General Act of 2004 ("PAGA"), California Labor Code § 2698 *et seq.*, to the extent waiver of such a claim is deemed unenforceable by a court of competent jurisdiction;

Claims for workers compensation, state disability insurance and unemployment insurance benefits;

Regardless of any other terms of this Agreement, nothing prevents you from making a report to or filing a claim or charge with the Equal Employment Opportunity Commission, U.S. Department of Labor, Securities Exchange Commission, National Labor Relations Board, or Office of Federal Contract Compliance Programs, and nothing in this Agreement or Arbitration Provision prevents the investigation by a government agency of any report, claim or charge otherwise covered by this Arbitration Provision. Nothing in this Arbitration Provision shall be deemed to preclude or excuse a party from bringing an administrative claim before any agency in order to fulfill the party's obligation to exhaust administrative remedies before making a claim in arbitration;

Disputes that may not be subject to a predispute arbitration agreement pursuant to applicable Federal law or Executive Order are excluded from the coverage of this Arbitration Provision;

Disputes regarding the Intellectual Property Rights of the parties;

This Arbitration Provision shall not be construed to require the arbitration of any claims against a contractor that may not be the subject of a mandatory arbitration agreement as provided by section 8116 of the Department of Defense ("DoD") Appropriations Act for Fiscal Year 2010 (Pub. L. 111-118), section 8102 of the Department of Defense ("DoD") Appropriations Act for Fiscal Year 2011 (Pub. L. 112-10, Division A), and their implementing regulations, or any successor DoD appropriations act addressing the arbitrability of claims.

iii. <u>Selecting The Arbitrator and Location of the Arbitration</u>.

The Arbitrator shall be selected by mutual agreement of Uber and You. Unless You and Uber mutually agree otherwise, the Arbitrator shall be an attorney licensed to practice in the location where the arbitration proceeding will be conducted or a retired federal or state judicial officer who presided in the jurisdiction where the arbitration will be conducted. If the Parties cannot agree on an Arbitrator, then an arbitrator will be selected using the alternate strike method from a list of five (5) neutral arbitrators provided by JAMS (Judicial Arbitration & Mediation Services). You will have the option of making the first strike. If a JAMS arbitrator is used, then the JAMS Streamlined Arbitration Rules & Procedures rules will apply; however, if there is a conflict between the JAMS Rules and this Agreement, this Agreement shall govern. Those rules are available here:

http://www.jamsadr.com/rules-streamlined-arbitration/

The location of the arbitration proceeding shall be no more than 45 miles from the place where You last provided transportation services under this Agreement, unless each party to the arbitration agrees in writing otherwise.

iv. <u>Starting The Arbitration</u>.

All claims in arbitration are subject to the same statutes of limitation that would apply in court. The party bringing the claim must demand arbitration in writing and deliver the written demand by hand or first class mail to the other party within the applicable statute of limitations period. The demand for arbitration shall include identification of the Parties, a statement of the legal and factual basis of the claim(s), and a specification of the remedy sought. Any demand for arbitration made to Uber shall be provided to General Counsel, Uber Technologies, Inc., 1455 Market St., Ste. 400, San Francisco CA 94103. The Arbitrator shall resolve all disputes regarding the timeliness or propriety of the demand for arbitration. A party may apply to a court of competent jurisdiction for temporary or preliminary injunctive relief in connection with an arbitrable controversy, but only upon the ground that the award to which that party may be entitled may be rendered ineffectual without such provisional relief.

v. How Arbitration Proceedings Are Conducted.

In arbitration, the Parties will have the right to conduct adequate civil discovery, bring dispositive motions, and present witnesses and evidence as needed to present their cases and defenses, and any disputes in this regard shall be resolved by the Arbitrator.

You and Uber agree to resolve any dispute that is in arbitration on an individual basis only, and not on a class or collective action basis ("Class Action Waiver"). The Arbitrator shall have no authority to consider or resolve any claim or issue any relief on any basis other than an individual basis. **The Arbitrator shall have no authority to consider or resolve any claim or issue any relief on a class, collective, or representative basis.** Notwithstanding any other provision of this Agreement, the Arbitration Provision or the JAMS Streamlined Arbitration Rules & Procedures, disputes regarding the enforceability, revocability or validity of the Class Action Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator. In any case in which (1) the dispute is filed as a class, collective, or representative action and (2) there is a final judicial determination that all or part of the Class Action Waiver is unenforceable, the class, collective, and/or representative action to that extent must be litigated in a civil court of competent jurisdiction, but the portion of the Class Action Waiver that is enforceable shall be enforced in arbitration.

While Uber will not take any retaliatory action in response to any exercise of rights You may have under Section 7 of the National Labor Relations Act, if any, Uber shall not be precluded from moving to enforce its rights under the FAA to compel arbitration on the terms and conditions set forth in this Agreement.

Private Attorneys General Act.

Notwithstanding any other provision of this Agreement or the Arbitration Provision, to the extent permitted by law, (1) **You and Uber agree not to bring a representative action on behalf of others under the Private Attorneys General Act of 2004 ("PAGA"), California Labor Code § 2698 et seq., in any court or in arbitration**, and (2) for any claim brought on a private attorney general basis—i.e., where you are seeking to pursue a claim on behalf of a government entity—both you and Uber agree that any such dispute shall be resolved in arbitration on an individual basis only (i.e., to resolve whether you have personally been aggrieved or subject to any violations of law), and that such an action may not be used to resolve the claims or rights of other individuals in a single or collective proceeding (i.e., to resolve whether other individuals have been aggrieved or subject to any violations of law) ("PAGA Waiver"). Notwithstanding any other provision of this Agreement or the Arbitration Provision, the validity of the PAGA Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator. If any provision of the PAGA Waiver is found to be unenforceable or unlawful for any reason, (1) the unenforceable provision shall be severed from this Agreement; (2) severance of the unenforceable provision shall have no impact whatsoever on the Arbitration Provision or the Parties' attempt to arbitrate any remaining claims on an individual basis pursuant to the Arbitration Provision; and (3) any representative action brought under PAGA on behalf of others must be litigated in a civil court of competent jurisdiction and not in arbitration. To the extent that there are any claims to be litigated in a civil court of competent jurisdiction because a civil court of competent jurisdiction determines that the PAGA Waiver is unenforceable with respect to those claims, the Parties agree that litigation of those claims shall be stayed pending the outcome of any individual claims in arbitration.

vi. Paying For The Arbitration.

Each party will pay the fees for his, her or its own attorneys, subject to any remedies to which that party may later be entitled under applicable law (i.e., a party prevails on a claim that provides for the award of reasonable attorney fees to the prevailing party). In all cases where required by law, Uber will pay the Arbitrator's and arbitration fees. If under applicable law Uber is not required to pay all of the Arbitrator's and/or arbitration fees, such fee(s) will be apportioned equally between the Parties or as otherwise required by applicable law. However, You will not be required to bear any type of fee or expense that You would not be required to bear if You had filed the action in a court of law. Any disputes in that regard will be resolved by the Arbitrator as soon as practicable after the Arbitrator is selected, and Uber shall bear all of the Arbitrator's and arbitration fees until such time as the Arbitrator resolves any such dispute.

vii. The Arbitration Hearing And Award.

The Parties will arbitrate their dispute before the Arbitrator, who shall confer with the Parties regarding the conduct of the hearing and resolve any disputes the Parties may have in that regard. Within 30 days of the close of the arbitration hearing, or within a longer period of time as agreed to by the Parties or as ordered by the Arbitrator, any party will have the right to prepare, serve on the other party and file with the Arbitrator a brief. The Arbitrator may award any party any remedy to which that party is entitled under applicable law, but such remedies shall be limited to those that would be available to a party in his or her individual capacity in a court of law for the claims presented to and decided by the Arbitrator, and no remedies that otherwise would be available to an individual in a court of law will be forfeited by virtue of this Arbitration Provision. The Arbitrator will issue a decision or award in writing, stating the essential findings of fact and conclusions of law. A court of competent jurisdiction shall have the authority to enter a judgment upon the award made pursuant to the arbitration. The Arbitrator shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected on appeal to a court of competent jurisdiction for any such error.

viii. Your Right To Opt Out Of Arbitration.

Arbitration is not a mandatory condition of your contractual relationship with Uber. If You do not want to be subject to this Arbitration Provision, You may opt out of this Arbitration Provision by notifying Uber in writing of Your desire to opt out of this Arbitration Provision, which writing must be dated, signed and delivered by electronic mail to optout@uber.com, by U.S. Mail, or by any nationally recognized delivery service (*e.g*, UPS, Federal Express, etc.), or by hand delivery to:

General Counsel
Uber Technologies, Inc.
1455 Market St., Ste. 400
San Francisco CA 94103

In order to be effective, the writing must clearly indicate Your intent to opt out of this Arbitration Provision and the envelope containing the signed writing must be received (if delivered by hand) or post-marked within 30 days of the date this Agreement is executed by You. Your writing opting out of this Arbitration Provision will be filed with a copy of this Agreement and maintained by Uber. Should You not opt out of this Arbitration Provision within the 30-day period, You and Uber shall be bound by the terms of this Arbitration Provision. You have the right to consult with counsel of Your choice concerning this Arbitration Provision. You understand that You will not be subject to retaliation if You exercise Your right to assert claims or opt-out of coverage under this Arbitration Provision.

ix. Full And Complete Agreement Related To Formal Resolution Of Disputes; Enforcement Of This Agreement.

This Arbitration Provision is the full and complete agreement relating to the formal resolution of disputes arising out of this Agreement. Except as stated in subsection v, above, in the event any portion of this Arbitration Provision is deemed unenforceable, the remainder of this Arbitration Provision will be enforceable.

By clicking "I accept", Customer expressly acknowledge that Customer has read, understood, and taken steps to thoughtfully consider the consequences of this Agreement, that Customer agrees to be bound by the terms and conditions of the Agreement, and that Customer is legally competent to enter into this Agreement with Uber.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

UBER TECHNOLOGIES, INC., and UBER USA, LLC, Plaintiffs, v. CITY OF NEW YORK, Defendant.	No. 26-cv-4893

DECLARATION OF MARTHA L. GOODMAN IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY INJUNCTION

I, Martha L. Goodman, declare as follows:

1. I am over the age of 18, have personal knowledge of the facts stated in this declaration, and can competently testify to their truth.

2. I am a member of the bar of this Court and a partner of the law firm of Dunn Isaacson Rhee LLP, counsel to Plaintiffs Uber Technologies, Inc. ("Uber") and Uber USA, LLC ("Uber USA").

3. I make this declaration in support of Plaintiffs' Motion for a Preliminary Injunction.

4. Attached as **Exhibit A** is a true and correct copy of Local Law 52 of 2026, which is available at the New York City Council Legislative Research Center file as Attachment 26, at https://legistar.council.nyc.gov/View.ashx?M=F&ID=15356081&GUID=0FCF5D71-0AA1-432B-9664-01DC832DC6B8.

5. Attached as **Exhibit B** is a true and correct copy of an article by Albert Elia titled "NYC rideshare deactivation bill hurts the blind" that was published in the NY Daily News on

October 2, 2025, which is available at https://www.nydailynews.com/2025/10/02/nyc-rideshare-deactivation-bill-hurts-the-blind/ .

6. Attached as **Exhibit C** is a true and correct copy of an article by Steve Wishnia titled "NYC Drivers Push for Protections Against App Company 'Deactivation'" that was published on Work-Bites on October 25, 2024, which is available at https://www.work-bites.com/view-all/nyc-drivers-push-for-protections-against-app-company-deactivation.

7. Attached as **Exhibit D** is a true and correct copy of the Transcript of the Minutes of the Committee on Transportation and Infrastructure, dated September 27, 2024, which is available at the New York City Council Legislative Research Center file as Attachment 9, at https://legistar.council.nyc.gov/View.ashx?M=F&ID=13389061&GUID=E13D6CED-7E7A-4225-B97A-C8C2BE7CC820.

8. Attached as **Exhibit E** is a true and correct copy of the Committee Report of the Infrastructure Division by the Committee on Transportation and Infrastructure, dated December 18, 2025, which is available at the New York City Council Legislative Research Center file as Attachment 11, at https://legistar.council.nyc.gov/View.ashx?M=F&ID=15035450&GUID=2AE37F4C-0E23-4900-AEFB-AF733BCA8138.

9. Attached as **Exhibit F** is a true and correct copy of a press release titled "Council Member Krishnan and NYTWA Celebrate Passage of Most Comprehensive Just Cause Protection Law in The Nation for App-Based Drivers," published by the New York Taxi Workers Alliance on December 19, 2025, which is available at

PRIVILEGED & CONFIDENTIAL
ATTORNEY WORK PRODUCT

https://myemail.constantcontact.com/RELEASE--Krishnan---NYTWA-Celebrate-Passage-Just-Cause-Law-for-NYC-Uber---Lyft-Drivers.html?soid=1101912670699&aid=nRSQxpStqIo.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

EXECUTED this 9th day of June, 2026, in Washington, D.C.

/s/ Martha L. Goodman
Martha L. Goodman

EXHIBIT A

LOCAL LAWS
OF
THE CITY OF NEW YORK
FOR THE YEAR 2026

No. 52

Introduced by Council Members Krishnan, Hanif, Lee, Restler, Marte, Brewer, Hudson, Cabán, Abreu, Banks, Ung, Schulman, Sanchez, Ayala, Avilés, Zhuang, Riley, Joseph, Stevens, Hanks, Nurse, De La Rosa, Gutiérrez and Epstein.

A LOCAL LAW

To amend the administrative code of the city of New York, in relation to the wrongful deactivation of high-volume for-hire vehicle drivers

Be it enacted by the Council as follows:

Section 1. Subdivision a of section 20-1204 of the administrative code of the city of New York, as added by local law number 107 for the year 2017, is amended to read as follows:

a. No person shall take any adverse action against an employee *or high-volume for-hire vehicle driver* that penalizes such employee *or high-volume for-hire vehicle driver* for, or is reasonably likely to deter such employee *or high-volume for-hire vehicle driver* from, exercising or attempting to exercise any right protected under this chapter. Taking an adverse action includes threatening, intimidating, disciplining, discharging, demoting, suspending or harassing an employee *or high-volume for-hire vehicle driver*, reducing the hours or pay of an employee *or high-volume for-hire vehicle driver*, informing another employer *or high-volume for-hire vehicle service* that an employee *or high-volume for-hire vehicle driver* has engaged in activities protected by this chapter, and discriminating against the employee *or high-volume for-hire vehicle driver*, including actions related to perceived immigration status or work authorization. An employee *or high-*

volume for-hire vehicle driver need not explicitly refer to this chapter or the rights enumerated herein to be protected from retaliation.

§ 2. Paragraphs 1 and 2 of subdivision b of section 20-1207 of the administrative code of the city of New York, as amended by local law number 80 for the year 2020, are amended to read as follows:

1. Any person, including any organization, alleging a violation of this chapter may file a complaint with the department within two years of the date the person knew or should have known of the alleged violation*, except that (i) a complaint alleging a violation of section 20-1282 or section 20-1283 may be filed only by the deactivated high-volume for-hire vehicle driver or by a representative of such high-volume for-hire vehicle driver, provided that the high-volume for-hire vehicle driver has agreed to such representation and (ii) a complaint alleging a violation of section 20-1283 may be filed within one year after the effective date of the local law that added subchapter 8 of this chapter*.

2. Upon receiving such a complaint, the department shall investigate it*, except that upon receiving a complaint alleging a violation of any provision of subchapter 8 of this chapter, the department shall, if resources permit, investigate the complaint*.

§ 3. Paragraph 5 of subdivision b of section 20-1207 of the administrative code of the city of New York, as amended by local law number 80 for the year 2020, is amended to read as follows:

5. The department shall keep the identity of any complainant confidential unless disclosure is necessary to resolve the investigation or is otherwise required by law*, except that for complaints alleging violations of section 20-1282 or 20-1283, the department shall provide notice of the complaint and the identity of the complainant to the high-volume for-hire vehicle service as soon*

as practicable. The department shall, to the extent practicable, notify such complainant that the department will be disclosing the complainant's identity before such disclosure.

§ 4. The section heading of section 20-1208 of the administrative code of the city of New York, as added by local law 107 for the year 2017, is amended to read as follows:

§ 20-1208 Specific administrative remedies [for employees or former employees].

§ 5. Subdivision c of section 20-1208 of the administrative code of the city of New York, as added by local law number 107 for the year 2017 and redesignated by local law number 2 for the year 2021, is redesignated subdivision e and amended and new subdivisions c and d are added to such section to read as follows:

c. 1. For each violation by a high-volume for-hire vehicle service of section 20-1282 or 20-1283, the department shall order reinstatement or restoration of access to the driver platform of such high-volume for-hire vehicle service by such high-volume for-hire vehicle driver, unless waived by such high-volume for-hire vehicle driver.

2. For each violation by a high-volume for-hire vehicle service of section 20-1282 the department shall order the payment of back pay to the wrongfully deactivated high-volume for-hire vehicle driver, and such back pay shall be equal to the amount such high-volume for hire vehicle driver would have normally earned or received from such high-volume for-hire vehicle service during the period of a wrongful deactivation if such wrongful deactivation had not occurred, provided that:

(a) The department may subtract any additional amounts earned or received by such high-volume for-hire vehicle driver from other work during such period in excess of what such high-

volume for-hire vehicle would have normally earned or received from other work if such deactivation had not occurred;

(b) For purposes of this paragraph, the amount a high-volume for-hire vehicle driver would have normally earned or received from a high-volume for-hire vehicle service or other work over a period of deactivation shall be determined based on the average daily amount such high-volume for-hire vehicle driver earned or received from such high-volume for-hire vehicle service or such other work over a reasonably comparable period;

(c) Notwithstanding any provision of this subdivision to the contrary, where a violation of section 20-1282 arises from an allegation of egregious misconduct that was not substantiated, back pay shall not accrue until 15 days after the date of deactivation of a high-volume for-hire vehicle driver; and

(d) The department may adjust the amount of back pay owed to a high-volume for-hire vehicle driver, as appropriate, based on a failure by such high-volume for-hire vehicle driver to make a reasonable effort to mitigate any loss of income, provided that a high-volume for-hire vehicle service shall have the burden of proving by a preponderance of the evidence that a driver failed to make a reasonable effort to mitigate;

d. For violations of this chapter, the department may grant the following relief to a high-volume for-hire vehicle driver or former high-volume for-hire vehicle driver:

1. All compensatory damages and other relief required to make such high-volume for-hire vehicle driver or former high-volume for-hire vehicle driver whole;

2. An order directing a high-volume for-hire vehicle service to comply with the requirements set forth in subchapter 8 of this chapter;

3. For each violation of section 20-1204,

(a) Any equitable relief appropriate under the circumstances, including rescission of any discipline issued, reinstatement of any deactivated high-volume for-hire vehicle driver, and payment of back pay for any loss of pay or benefits resulting from discipline or other action taken in violation of section 20-1204;

(b) $500 for each violation not involving deactivation, as such term is defined in section 20-1281; and

(c) $2,500 for each violation involving deactivation, as such term is defined in section 20-1281;

4. For each violation of 20-1282, $500, rescission of any discipline issued, and any other equitable relief as may be appropriate;

5. For each violation of subdivision c of section 20-1284, $500;

6. For each violation of section 20-1286, $500; and

7. For each violation of section 20-1289, $500.

e. The relief authorized by this section shall be imposed on a per employee *or high-volume for-hire vehicle driver* and per instance basis for each violation.

§ 6. Section 20-1209 of the administrative code of the city of New York, as added by local law 107 for the year 2017, is amended to read as follows:

§ 20-1209 Specific civil penalties payable to the city. a. For each violation of this chapter, *except for any violation of section 20-1283,* an employer *or high-volume for-hire vehicle service* is liable for a penalty of $500 for the first violation and, for subsequent violations that occur within two years of any previous violation of this chapter, up to $750 for the second violation and up to $1,000 for each succeeding violation.

b. The penalties imposed pursuant to this section shall be imposed on a per employee *or high-volume for-hire vehicle driver* and per instance basis for each violation.

§ 7. Section 20-1211 of the administrative code of the city of New York, as added by local law number 107 for the year 2017, subdivision a as amended, subdivision c as added, and subdivisions d and e as redesignated by local law number 2 for the year 2021, is amended to read as follows:

§ 20-1211 Private cause of action. a. Claims. Any person, including any organization, alleging a violation of the following provisions of this chapter may bring a civil action, in accordance with applicable law, in any court of competent jurisdiction:

1. Section 20-1204;

2. Section 20-1221;

3. Subdivisions a and b of section 20-1222;

4. Section 20-1231;

5. Subdivisions a, b, d, f and g of section 20-1241;

6. Section 20-1251;

7. Subdivisions a and b of section 20-1252; [and]

8. Section 20-1272*;*

9. Section 20-1282;

10. Section 20-1283;

11. Section 20-1284;

12. Section 20-1286; and

13. Section 20-1289.

b. Remedies. Such court may order compensatory, injunctive and declaratory relief, including the following remedies for violations of this chapter:

1. Payment of schedule change premiums withheld in violation of section 20-1222;

2. An order directing compliance with the recordkeeping, information, posting and consent requirements set forth in sections 20-1205, 20-1206 and 20-1221;

3. Rescission of any discipline issued in violation of section 20-1204;

4. Reinstatement of any employee *or high-volume for-hire vehicle driver* terminated in violation of section 20-1204;

5. Payment of back pay for any loss of pay or benefits resulting from discipline or other action taken in violation of section 20-1204;

6. Other compensatory damages and any other relief required to make the employee *or high-volume for-hire vehicle driver* whole; and

7. Reasonable attorney's fees *and costs*.

c. For each violation of section 20-1272, *20-1282, or 20-1283,* the court shall order reinstatement or restoration of hours of the fast food employee *or reinstatement or restoration of the driver platform access of the high-volume for-hire vehicle driver*, unless waived by the fast food employee *or high-volume for-hire vehicle driver*, and shall order the fast food employer *or high-volume for-hire vehicle service* to pay the reasonable attorneys' fees and costs of the fast food employee *or high-volume for-hire vehicle driver*. [The] *For each violation of section 20-1272 or 20-1282, the* court may, in addition, grant the following relief: $500 [for each violation], an order directing compliance with section 20-1272 *or 20-1282*, rescission of any discipline issued, payment of back pay for any loss of pay or benefits resulting from the wrongful discharge *or deactivation*, punitive damages, and any other equitable relief as may be appropriate. *For each violation of 20-1282, the court shall order back pay to be determined as set out in paragraph 2 of subdivision c of section 20-1208.*

d. Statute of limitations. A civil action under this section shall be commenced within two years of the date the person knew or should have known of the alleged violation*, except that for a violation of section 20-1283, a civil action shall be commenced within one year after the effective date of the local law that added subchapter 8 of this chapter*.

e. Relationship to department action.

1. Any person filing a civil action shall simultaneously serve notice of such action and a copy of the complaint upon the department. Failure to so serve a notice does not adversely affect any plaintiff's cause of action.

2. An employee *or high-volume for-hire vehicle driver* need not file a complaint with the department pursuant to subdivision b of section 20-1207 before bringing a civil action; however, no person shall file a civil action after filing a complaint with the department *based on the same facts* unless such complaint has been withdrawn or dismissed without prejudice to further action.

3. No person shall file a complaint with the department after filing a civil action *based on the same facts* unless such action has been withdrawn or dismissed without prejudice to further action.

4. The commencement or pendency of a civil action by an employee *or a high-volume for-hire vehicle driver* does not preclude the department from investigating the employer *or the high-*

volume for-hire vehicle service, or commencing, prosecuting or settling a case against the employer *or the high-volume for-hire vehicle service* based on some or all of the same violations.

§ 8. Subdivisions a and c of section 20-1212 of the administrative code of the city of New York, subdivision a as amended by local law number 2 for the year 2021 and subdivision c as added by local law number 107 for the year 2017, are amended to read as follows:

a. Cause of action.

1. Where reasonable cause exists to believe that an employer *or high-volume for-hire vehicle service* is engaged in a pattern or practice of violations of this chapter, the corporation counsel may commence a civil action on behalf of the city in a court of competent jurisdiction.

2. The corporation counsel shall commence such action by filing a complaint setting forth facts relating to such pattern or practice and requesting relief, which may include injunctive relief, relief [for employees] set forth in section 20-1208, civil penalties set forth in section 20-1209, and any other appropriate relief.

3. Such action may be commenced only by the corporation counsel or such other persons designated by the corporation counsel.

c. Civil penalty. In any civil action commenced pursuant to subdivision a of this section, the trier of fact may impose [a] *an additional* civil penalty of not more than $15,000 for a finding that an employer *or high-volume for-hire vehicle service* has engaged in a pattern or practice of violations of this chapter. Any civil penalty so recovered shall be paid into the general fund of the city.

§ 9. Chapter 12 of title 20 of the administrative code of the city of New York is amended by adding a new subchapter 8 to read as follows:

SUBCHAPTER 8

WRONGFUL DEACTIVATION OF HIGH VOLUME FOR-HIRE VEHICLE DRIVERS

§ 20-1281 Definitions. As used in this subchapter, the following terms have the following meanings:

Account sharing. The term "account sharing" means permitting another person to use the high-volume for-hire vehicle driver's taxi and limousine commission driver's license, technology system login credentials, or driver platform login credentials, while performing driving services for a high-volume for-hire vehicle service.

Deactivation. The term "deactivation" means: (i) an indefinite or permanent discharge, termination, or layoff of a high-volume for-hire vehicle driver; or (ii) a revocation or restriction of a high-volume for-hire vehicle driver's authorization to accept trips on a driver platform that is either continuously in effect for at least 72 hours or consists of multiple periods of revocation or restriction that total at least 168 hours within a 1-year period.

Driver platform. The term "driver platform" means the driver-facing application or other application, service, website, or system used by a high-volume for-hire vehicle driver by which a high-volume for-hire vehicle service dispatches or facilitates the dispatching of passenger trips to such driver for compensation.

Driving performance data. The term "driving performance data" means any data regarding a high-volume for hire vehicle driver's operation of a for-hire vehicle, including, but not limited to, data recording a high-volume for-hire vehicle driver's rates of acceleration, deceleration, braking, speed, road movements, or any other electronic monitoring of driving performance.

Egregious misconduct. The term "egregious misconduct" means (i) conduct that poses an imminent danger to other persons, including but not limited to violence, threats to engage in violence, sexual harassment, or sexual assault or (ii) discrimination in violation of federal, state, or local law.

High-volume for-hire vehicle driver. The term "high-volume for-hire vehicle driver" means a driver who performs driving services for a high-volume for-hire vehicle service, or who performs driving services for a third-party as a result of receiving a dispatch or referral from a high-volume for-hire vehicle service.

High-volume for-hire vehicle service. The term "high-volume for-hire vehicle service" has the same meaning as set forth in subdivision gg of section 19-502.

Just cause. The term "just cause" means that the high-volume for-hire vehicle driver engaged in egregious misconduct, failed to satisfactorily perform their job duties, or engaged in any other misconduct that is demonstrably and materially harmful to the high-volume for-hire vehicle service's legitimate business interests.

Prior deactivation. The term "prior deactivation" means a deactivation that occurred during the 7 years prior to the effective date of the local law that added this subchapter.

Probation period. The term "probation period" means a period of 30 calendar days beginning on the first date that a high-volume for-hire vehicle driver performs driving services for a high-volume for-hire vehicle service.

Progressive discipline. The term "progressive discipline" means a disciplinary system that provides for a graduated range of reasonable disciplinary measures, including but not limited to warnings and further training requirements, in response to a high-volume for-hire vehicle driver's *misconduct or failure to satisfactorily perform job duties for a high-volume for-hire vehicle service, with the type of disciplinary measure varying based on the frequency and degree of such misconduct or failure.*

§ 20-1282 Prohibition on wrongful deactivation. a. A high-volume for-hire vehicle service shall not deactivate a high-volume for-hire vehicle driver after such high-volume for-hire vehicle driver's probation period with such service except for just cause, for a bona fide economic reason, as described in section 20-1284, or where federal, state, or local law or rule requires such high-volume for-hire vehicle service to deactivate such high-volume for-hire vehicle driver.

b. In determining whether a high-volume for-hire vehicle service has deactivated a high-volume for-hire vehicle driver for just cause, a fact-finder shall consider, in addition to any other relevant factors, whether:

1. Such high-volume for-hire vehicle driver knew or should have known of such high-volume for-hire vehicle service's policy, rule, or practice that forms a basis for progressive discipline or such deactivation and knew or should have known of the potential consequences for violation of such policy, rule, or practice;

2. Such high-volume for-hire vehicle service's policy, rule, or practice that forms a basis for progressive discipline or such deactivation is reasonably related to safe and efficient high-volume for-hire vehicle service operations;

3. Such high-volume for-hire vehicle service provided relevant and adequate training to such high-volume for-hire vehicle driver;

4. Such high-volume for-hire vehicle service's policy, rule or practice that forms a basis for such deactivation, including the utilization of progressive discipline, was reasonable and applied consistently;

5. Such high-volume for-hire vehicle service undertook a fair and objective investigation into the high-volume for-hire vehicle driver's job performance as well as their misconduct or failure to satisfactorily perform job duties;

6. Such deactivation is a reasonable response to such high-volume for-hire vehicle driver's job performance as well as their misconduct or failure to satisfactorily perform job duties and accounts for any mitigating circumstances, including but not limited to such high-volume for-hire vehicle driver's past work history; and

7. Such high-volume for-hire vehicle driver violated the policy, rule or practice or engaged in any misconduct or failure to satisfactorily perform job duties that forms a basis for progressive discipline or such deactivation.

c. Except where deactivation is for alleged egregious misconduct, a deactivation of a high-volume for-hire vehicle driver shall not be considered based on just cause unless a high-volume for-hire vehicle service demonstrates that:

1. Such high-volume for-hire vehicle service has utilized progressive discipline; provided, however, that such high-volume for-hire vehicle service may not rely on progressive discipline issued more than 1 year before such deactivation; and

2. Such high-volume for-hire vehicle service had a written policy on progressive discipline that was in effect and was provided to such high-volume for-hire vehicle driver.

d. A high-volume for-hire vehicle service shall provide the high-volume for-hire vehicle driver with notice of an impendent deactivation 14 days in advance of the impending deactivation, except that (i) where a deactivation of a high-volume for-hire vehicle driver is for a bona fide economic reason, as described in section 20-1284, a high-volume for-hire vehicle service must provide, in a form and manner designated by the department, an advance notice of layoff to such high-volume for-hire vehicle driver at least 120 days prior to such deactivation, and (ii) advance notice is not required where a deactivation is for egregious misconduct, account sharing, or if there is a pattern of repeated fraudulent behavior. Such advance notice shall state all the precise and detailed reasons for and the effective date of such deactivation. Such advance notice shall include information about: (i) such high-volume for-hire vehicle driver's right to challenge such deactivation as unlawful pursuant to this subchapter; (ii) how such high-volume for-hire vehicle driver may initiate an informal resolution process with such high-volume for-hire vehicle service pursuant to section 20-1287; (iii) the opportunity for such high-volume for-hire vehicle driver to submit evidence to substantiate a challenge to such deactivation; (iv) such high-volume for-hire vehicle driver's right to file a complaint with the department, or initiate a private action; and (v) eligible high-volume for-hire vehicle drivers' rights to access unemployment insurance.

e. Within 5 days after deactivating a high-volume for-hire vehicle driver for egregious misconduct, account sharing, or if there is a pattern of repeated fraudulent behavior, a high-volume for-hire vehicle service shall provide, in a form and manner designated by the department, a notice of deactivation to such high-volume for-hire vehicle driver which contains a written explanation of all the precise and detailed reasons for such deactivation and the effective date of such deactivation. Such notice shall include information about: (i) such high-volume for-hire *vehicle driver's right to challenge such deactivation as unlawful pursuant to this subchapter; (ii) how such high-volume for-hire vehicle driver may initiate an informal resolution process with such high-volume for-hire vehicle service pursuant to section 20-1287; (iii) the opportunity for such high-volume for-hire vehicle driver to submit evidence to substantiate a challenge to such deactivation; (iv) such high-volume for-hire vehicle driver's right to file a complaint with the department, or initiate a private action; and (v) eligible high-volume for-hire vehicle drivers' rights to access unemployment insurance.*

f. This section shall not apply to any deactivation that occurred prior to the effective date of the local law that added this section.

§ 20-1283 Prior deactivations. a. Within 1 year after the effective date of the local law that added this section, a high-volume for-hire vehicle driver who was subject to a prior deactivation by a high-volume for-hire vehicle service may petition such high-volume for-hire vehicle service for reinstatement or restoration of access to such high-volume for-hire vehicle service's driver platform. Within 30 days after receipt of such petition, such high-volume for-hire vehicle service shall reinstate or restore such high-volume for-hire vehicle driver's access to such driver platform, unless such prior deactivation occurred during the probation period or was for just cause, for a bona fide economic reason, as described in section 20-1284, or required by federal, state, or local law or rule.

b. In determining whether a prior deactivation of a high-volume for-hire vehicle driver by a high-volume for-hire vehicle service was for just cause, a fact-finder shall consider, in addition to any other relevant factors, whether:

1. Such high-volume for-hire vehicle driver knew or should have known of such high-volume for-hire vehicle service's policy, rule, or practice that formed a basis for such prior deactivation and knew or should have known of the potential consequences for violation of such policy, rule or practice;

2. Such high-volume for-hire vehicle service's policy, rule, or practice that formed a basis for such prior deactivation was reasonably related to safe and efficient high-volume for-hire vehicle service operations;

3. Such high-volume for-hire vehicle service's policy, rule or practice that formed a basis for such prior deactivation was reasonable and applied consistently;

4. Such prior deactivation was a reasonable response to such high-volume for-hire vehicle driver's job performance as well as their misconduct or failure to satisfactorily perform job duties and accounted for any mitigating circumstances, including, but not limited to, such high-volume for-hire vehicle driver's past work history;

5. Such high-volume for-hire vehicle driver violated the policy, rule, or practice or committed the misconduct or failure to satisfactorily perform job duties that formed a basis for such prior deactivation; and

6. Such high-volume for-hire vehicle service considered any exculpatory evidence or other facts indicating that such high-volume for-hire vehicle driver did not violate such high-volume for-hire vehicle service's policy, rule or practice.

c. If a high-volume for-hire vehicle service does not reinstate or restore access of a high-volume for-hire vehicle driver who was subject to a prior deactivation to such high-volume for-hire vehicle service's driver platform within 30 days after receipt of a petition pursuant to *subdivision a of this section, such high-volume for-hire vehicle service shall provide a written explanation, in a form and manner designated by the department, to such high-volume for-hire vehicle driver of all the precise and detailed reasons for such prior deactivation. Such written explanation shall include information about: (i) such high-volume for-hire vehicle driver's right to challenge such prior deactivation as unlawful pursuant to this subchapter; (ii) how such high-volume for-hire vehicle driver may initiate an informal resolution process with the high-volume for-hire vehicle service pursuant to section 20-1287; (iii) the opportunity of such high-volume for-hire vehicle driver to submit evidence to substantiate a challenge to such prior deactivation; (iv) such high-volume for-hire vehicle driver's right to file a complaint with the department, or initiate a private action; and (v) how a high-volume for-hire vehicle driver may apply for unemployment benefits.*

d. Notwithstanding any other provision of this section, a high-volume for-hire vehicle service may decline to immediately reinstate or restore access to such high-volume for-hire vehicle service's driver platform to a high-volume for-hire vehicle driver whose access is required to be reinstated or restored pursuant to subdivision a of this section if such high-volume for-hire vehicle service is not providing access to such driver platform to any new high-volume for-hire vehicle driver, and has not provided such access during the 3 months prior to the effective date of the local law that added this section. Where such high-volume for-hire vehicle service declines to immediately reinstate or restore access to such driver platform pursuant to this subdivision, such high-volume for-hire vehicle service shall maintain a waitlist of high-volume for-hire vehicle drivers whose access to such driver platform is required to be reinstated or restored pursuant to subdivision a of this section and reinstate or restore such high-volume for-hire vehicle drivers' *access to such driver platform, in the order in which such high-volume for-hire vehicle drivers were placed on such waitlist, provided that any such driver meets the minimum requirements that apply to all current high-volume for-hire vehicle drivers for such high-volume for-hire vehicle service, prior to providing any other new high-volume for-hire vehicle driver access to such driver platform.*

§ 20-1284 Bona fide economic reasons. a. A deactivation, including a prior deactivation, shall not be considered based on a bona fide economic reason unless supported by a high-volume for-hire vehicle service's business records demonstrating that such deactivation is in response to: (i) a proportionate reduction in volume of sales or profit within the fiscal quarter prior to the issuance of a notice of layoff required by subdivision d of section 20-1282; or (ii) a high-volume for-hire vehicle service discontinuing its driving services in the city.

b. 1. Deactivations of high volume for-hire vehicle drivers based on bona fide economic reason shall be done in reverse order of seniority, so that high volume for-hire vehicle drivers with the greatest seniority shall be retained the longest and reinstated or restored access to the driver platform first.

2. A high-volume for-hire vehicle service shall make reasonable efforts to offer reinstatement or restoration of access to such high-volume for-hire vehicle service's driver platform to any high-volume for-hire vehicle driver deactivated by such high-volume for-hire vehicle service based on a bona fide economic reason within the previous 3 years, if any, before such high-volume for-hire vehicle service may provide any other new high-volume for-hire vehicle driver access to such driver platform.

3. This subdivision shall apply only to deactivations that occur on or after the effective date of the local law that added this section.

§ 20-1285 Burden of proof; evidence. a. In any proceeding alleging a violation by a high-volume for-hire vehicle service of section 20-1282 or section 20-1283, such high-volume for-hire vehicle service shall bear the burden of proving just cause and bona fide economic reason pursuant to section 20-1282 or 20-1283 by a preponderance of the evidence, subject to the rules of evidence as set forth in the civil practice law and rules or, where applicable, the common law.

b. In determining whether a high-volume for-hire vehicle service had just cause for a deactivation, a fact-finder may not consider any reasons proffered by the high-volume for-hire vehicle service not included in the notice of deactivation provided to the high-volume for-hire vehicle driver pursuant to subdivision e of section 20-1282 or the written explanation provided to the high-volume for-hire vehicle driver pursuant to subdivision c of section 20-1283.

c. When determining damages, the fact-finder may take into account any evidence the high-volume for-hire vehicle driver submitted pursuant to subdivision d or e of section 20-1282, subdivision c of section 20-1283, or section 20-1287, that was not timely or duly considered by the high-volume for-hire vehicle service.

c. A high-volume for-hire vehicle driver may submit evidence in any proceeding alleging a violation of this subchapter that was not provided to the high-volume for-hire vehicle service pursuant to subdivision d or e of section 20-1282, subdivision c of section 20-1283, or section 20-1287 and no negative inference or consequence shall apply to a high-volume for-hire vehicle driver's decision not to submit evidence pursuant to these provisions.

§ 20-1286 Provision of data. a. Upon the issuance of a notice of deactivation required pursuant to subdivision e of section 20-1282, a high-volume for-hire vehicle service shall provide a deactivated high-volume for-hire vehicle driver with information and data relevant to such high-volume for-hire driver's deactivation. Such information shall include, but need not be limited to:

1. Driving performance data specific to such high-volume for-hire vehicle driver;

2. All customer comments, ratings, and complaints received regarding the high-volume for-hire vehicle driver; and

3. Anonymized and aggregated reports, covering the 12 months prior to such high-volume for-hire vehicle driver's deactivation, regarding discipline, including deactivation, imposed by such high-volume for-hire vehicle service on any other high-volume for-hire vehicle drivers who engaged in the same or similar misconduct or failure to satisfactorily perform job duties forming a basis for the deactivation of the high-volume for-hire vehicle driver subject to such notice.

b. The information or data required by subdivision a of this section shall be redacted to remove the personally identifiable information of passengers. This requirement does not apply to any independent obligation to produce information, including but not limited to any production of information required as part of an adjudicatory hearing.

c. Upon the issuance of the notice required pursuant to subdivision c of section 20-1283, a high-volume for-hire vehicle service shall provide a deactivated high-volume for-hire vehicle driver with information and data relevant to such high-volume for-hire driver's deactivation, including all information required under subdivision a of this section, to the extent that such information is available to such high-volume for-hire vehicle service.

d. For at least 6 years after deactivating a high-volume for-hire vehicle driver, a high-volume for-hire vehicle service must continue to provide such high-volume for-hire vehicle driver with access to all information and data concerning such high-volume for-hire vehicle driver that such high-volume for-hire vehicle driver had access to prior to deactivation, including but not limited to such high-volume for-hire vehicle driver's tax and payment records.

§ 20-1287 Informal resolution process. a. A high-volume for-hire vehicle service shall maintain an email address, website, or other form of electronic communication through which a high-volume for-hire vehicle driver or their representative may challenge such high-volume for-hire vehicle driver's deactivation, prior deactivation, or impending deactivation for which such high-volume for-hire vehicle driver received a notice of layoff pursuant to subdivision d of section 20-1282, as unlawful pursuant to this subchapter. Such high-volume for-hire vehicle service must provide such high-volume for-hire vehicle driver an opportunity to submit evidence to substantiate any such challenge and accept written communications pursuant to this section in the language in which they are written.

b. A high-volume for-hire vehicle driver may seek informal resolution of a deactivation of such high-volume for-hire vehicle driver, or an impending deactivation for which such high-volume for-hire vehicle driver receives a notice of layoff pursuant to subdivision d of section 20-1282, by a high-volume for-hire vehicle service by initiating, an informal resolution process through the email address, website, or other form of electronic communication maintained by such high-volume for-hire vehicle service pursuant to subdivision a of this section, or through any other means that such high-volume for-hire vehicle driver and such high-volume for-hire vehicle service agree to. The parties shall have 15 days after commencing such informal resolution process to *reach a resolution, unless such high-volume for-hire vehicle driver and such high-volume for-hire vehicle service mutually agree to a longer timeframe. If the parties resolve a challenge pursuant to this subdivision, they shall memorialize such resolution in a written agreement, on a form provided by the department.*

c. The high-volume for-hire vehicle service's failure to engage in good faith with the informal resolution process shall be a violation subject to a civil penalty under section 20-1209, but such violation shall not be subject to enforcement pursuant to sections 20-1207, 20-1208, 20-1210, 20-1211 and 20-1212.

d. After receiving a complaint pursuant to section 20-1207 alleging a violation of section 20-1282 or 20-1283, the department shall notify the high-volume for-hire vehicle driver or such high-volume for-hire vehicle driver's representative and the high-volume for-hire vehicle service that they may resolve the complaint through an informal resolution process pursuant to this section.

e. Notwithstanding any other provision of this chapter to the contrary, the department shall not proceed with its investigation of a complaint filed pursuant to section 20-1207 alleging a violation of section 20-1282 or 20-1283 unless (i) the high-volume for-hire vehicle driver or such high-volume for-hire vehicle driver's representative and the high-volume for-hire vehicle service fail to reach a resolution within 15 days after commencement of an informal resolution process pursuant to this section, or (ii) the high-volume for-hire vehicle driver has opted out of the informal resolution process pursuant to this section, in a form and manner specified by the department.

§ 20-1288 Reporting; records; information. a. Data collection and reporting. No less than annually, the department shall make available on the city's website a report on deactivations and alleged violations of sections 20-1282 and 20-1283 during the preceding calendar year. The

department shall promulgate rules requiring that high-volume for-hire vehicle services produce anonymized, aggregated data necessary to prepare such report. Such report shall include, with respect to the year preceding the release of such report: (i) the number of high-volume for-hire vehicle drivers each high-volume for-hire vehicle service deactivated for just cause, egregious misconduct, and bona fide economic reasons; (ii) the number of high-volume for-hire vehicle drivers who filed complaints with the department alleging violations of sections 20-1282 and 20-1283 and the outcomes of such complaints; (iii) the number of high-volume for-hire vehicle drivers who initiated an informal resolution process; (iv) the number of high-volume for-hire vehicle drivers who reached an informal resolution with a high-volume for-hire vehicle service; (v) the number of high-volume for-hire vehicle drivers who commenced arbitrations or private actions that include claims alleging violations of sections 20-1282 or 20-1283 and the outcomes of such proceedings; and (vi) any other information the department deems relevant. Until all high-volume for-hire vehicle drivers placed on a waitlist pursuant to section 20-1283 have had their driver platform access restored, such report shall also include the number of high-volume for-hire vehicle drivers with prior deactivations who petitioned a high-volume for-hire vehicle service for reinstatement or restoration of their access to such high-volume for-hire vehicle service's driver platform and the number of high-volume for-hire vehicle drivers who were placed on a waitlist pursuant to section 20-1283.

b. Recordkeeping. 1. A high-volume for-hire vehicle service shall retain records documenting its compliance with the applicable requirements of this subchapter for a period of 3 years and shall allow the department to access such records and other information, consistent with applicable law and in accordance with rules of the department and with appropriate notice, *in furtherance of an investigation conducted pursuant to this chapter. A high-volume for-hire vehicle service must maintain records in their original format and provide such records to the department in their original format or a machine-readable electronic format as set forth in rules of the department. The department may promulgate rules concerning the maintenance, retention, and provision by a high-volume for-hire vehicle service of data necessary to the implementation and enforcement of this subchapter, which may include a requirement that a high-volume for-hire vehicle service adhere to a uniform system of records and submit such records and other reports as the department may determine, in accordance with applicable law and rules and with appropriate notice.*

2. The failure of a high-volume for-hire vehicle service to maintain, retain, or produce a record or other information required to be maintained by this chapter and requested by the department in furtherance of an investigation conducted pursuant to this chapter that is relevant to a material fact alleged by the department in a notice of violation issued pursuant to this chapter creates a rebuttable presumption that such fact is true.

3. To implement or enforce the provisions of this chapter, the department may issue an order or subpoena for the production of data, documents, testimony, or other information from a high-volume for-hire vehicle service. Such data, documents, testimony, or other information may include, but are not limited to, information about the data that a high-volume for-hire vehicle service monitors, collects, or stores about or from a high-volume for-hire vehicle driver or passenger; information about discipline imposed on a high-volume for-hire vehicle driver; and any other information deemed relevant by the department. In accordance with applicable law and rules and upon reasonable notice of no less than 14 days, a person who receives a request or *subpoena for data, documents, or other information pursuant to this section shall produce such data, documents or information to the department in its original format or a machine-readable electronic format as set forth in rules of the department.*

c. Information and assistance program. The department shall establish a program that provides information and assistance to high-volume for-hire vehicle drivers relating to the provisions of this subchapter. Such program shall include assistance by a natural person by phone and email and outreach and education to the public relating to the provisions of this subchapter. Such program shall not provide legal advice but may provide general information and referrals to legal service providers. The city may provide access to legal services to assist a high-volume for-hire vehicle driver in challenging a deactivation, or impending deactivation for which a high-volume for-hire vehicle driver received a notice of layoff pursuant to subdivision d of section 20-1282, as unlawful pursuant to this subchapter. The mayor may designate an appropriate agency or other entity of the city to contract for such legal services with one or more qualified non-profit legal services organizations.

§ 20-1289 Progressive discipline policy. a. A high-volume for-hire vehicle service shall maintain a written progressive discipline policy in a single writing and adhere to such policy.

b. The written policy required pursuant to subdivision a of this section shall satisfy all requirements of this subchapter and, at a minimum, address the following:

1. Types of misconduct by a high-volume for-hire vehicle driver that may warrant discipline;

2. Any performance standards used to assess failure to satisfactorily perform job duties by a high-volume for-hire driver;

3. Disciplinary measures that may be applied to a high-volume for-hire vehicle driver, including but not limited to deactivation;

4. Procedures for notifying a high-volume for-hire vehicle driver of disciplinary measures that a high-volume for-hire vehicle service intends to take against such high-volume for-hire vehicle driver and providing an opportunity to respond; and

5. Procedures for applying discipline against a high-volume for-hire vehicle driver.

c. The written policy required pursuant to subdivision a of this section must be clear and specific such that a reasonable person can understand the acts and omissions that may result in deactivation or other disciplinary measures.

d. The written policy required pursuant to subdivision a of this section must include a notice of rights of high-volume for-hire vehicle drivers that the commissioner shall publish and make available on the city's website.

e. A high-volume for-hire vehicle service shall provide the written policy required pursuant to subdivision a of this section to each high-volume for-hire vehicle driver hired, retained, or engaged by such high-volume for-hire vehicle service in English and in any other language as the department may determine by rule. A high-volume for-hire vehicle service shall provide such policy to each high-volume for-hire vehicle driver no later than the effective date of this subdivision, or prior to such high-volume for-hire vehicle driver's first trip, whichever is later, in a form and manner that the department may determine by rule.

f. A high-volume for-hire vehicle service shall notify each high-volume for-hire vehicle driver of any change to the written policy required pursuant to subdivision a of this section at least 14 days before such change takes effect.

§ 20-1290 Exceptions. This subchapter shall not:

1. Apply to the deactivation of any high-volume for-hire vehicle driver by a high-volume for-hire vehicle service during such driver's probation period with such service;

2. Limit or otherwise affect the applicability of any right or benefit conferred upon or afforded to a high-volume for-hire vehicle driver by the provisions of any other law, regulation, rule, requirement, policy, or standard including but not limited to any federal, state, or local law providing for protections against retaliation or discrimination;

3. Limit or otherwise affect the authority of the taxi and limousine commission to issue, revoke, or suspend the licenses of high-volume for-hire vehicle drivers; or

4. Limit or otherwise prevent a high-volume for-hire vehicle service from deactivating a high-volume for-hire vehicle driver whose license has been revoked or from deactivating a high-volume for-hire vehicle driver whose license has been suspended for the duration of the suspension.

§ 10. This local law takes effect 180 days after it becomes law, provided that the commissioner of consumer and worker protection shall take such measures as are necessary for the implementation of this local law, including the promulgation of rules, before such date, and further provided that such rules requiring that a high-volume for-hire vehicle service, as defined in section 20-1281 of the administrative code of the city of New York, as added by section nine of the local law that added this section, provide data, documents, testimony, or other information to the department of consumer and worker protection may take effect before such date.

THE CITY OF NEW YORK, OFFICE OF THE CITY CLERK, s.s.:

I hereby certify that the foregoing is a true copy of a local law of The City of New York, passed by the Council on December 18, 2025, disapproved by the Mayor on December 31, 2025 and repassed by the Council on January 29, 2026 and said law is adopted notwithstanding the objection of the Mayor.

MICHAEL M. McSWEENEY, City Clerk, Clerk of the Council.

CERTIFICATION OF CORPORATION COUNSEL

I hereby certify that the form of the enclosed local law (Local Law No. 52 of 2026, Council Int. No. 276-A of 2024) to be filed with the Secretary of State contains the correct text of the local law passed by the New York City Council, disapproved by the Mayor, and repassed by the City Council.

SPENCER FISHER, Acting Corporation Counsel.

EXHIBIT B

OPINION

NYC rideshare deactivation bill hurts the blind

Shutterstock

Uber car service on the streets of New York.

By **ALBERT ELIA**

PUBLISHED: October 2, 2025 at 5:00 AM EDT

Every day, blind New Yorkers face a reality that most riders never experience: the possibility of being denied transportation because they are blind or because they travel with a service animal. Despite legal protections and company policies, discrimination persists on rideshare platforms, leaving passengers like us stranded, humiliated, and unable to participate fully in city life.

That's why I am deeply concerned about Int. No. 276, a local law being considered by the City Council that would significantly restrict rideshare companies' ability to deactivate bad and unsafe drivers accused of serious misconduct. While driver protections against unfair terminations are important, the bill's broad language could inadvertently shield drivers who violate civil rights laws or endanger vulnerable passengers.

Discrimination against blind riders is not hypothetical — it is persistent and well documented. More than a decade ago, the National Federation of the Blind entered into settlement agreements with Uber and Lyft to address these issues. Yet blind passengers are still refused service, told to put their guide dogs in trunks, charged bogus cleaning fees, or treated with hostility once drivers realize they are traveling with service animals.

Three weeks ago, the U.S. Department of Justice sued Uber in San Francisco for failing to adequately police discriminatory driver behavior, underscoring how widespread the problem remains. When drivers knowingly refuse passengers with service animals, they violate federal, state, and New York City law. Advocates have long insisted that such drivers must face immediate deactivation, so consequences fall on the violator, not the victim.

After years of advocacy, Uber and Lyft recently added features to alert drivers to the possible presence of service animals, remind them of their obligations, and detect refusals so violators can be swiftly removed from the platform. The current bill under consideration by the Council would undo that work and allow drivers who flout the law and discriminate against individuals with disabilities to continue driving on rideshare platforms.

The bill would also allow drivers who were deactivated for discriminatory denials to petition for reactivation. Allowing drivers to discriminate without immediate sanction is an outrage: The blind, just as all members of the public, have a right to for-hire transportation only by drivers who follow the law.

In early August, advocates against Int. No. 276 urged the Council to adopt three key changes: Define egregious misconduct to include violations of criminal and civil rights laws; allow immediate deactivation and permanent denial of reinstatement for such violations, without requiring consideration of the bill's "just cause" factors; and prohibit drivers deactivated for egregious misconduct from providing for-hire transportation on any platform.

Without such a safeguard, drivers can simply switch companies, leaving blind riders vulnerable to repeated discrimination. The Council must consider that rideshare drivers occupy a unique position of unsupervised authority. Unlike in stores or restaurants, where a patron can ask for a supervisor, enlist witnesses, or call authorities — discrimination in rideshare often means a driver cancels or drives away, leaving the blind passenger alone and stranded. This reality makes accountability essential.

Advocates against Int. No. 276 support fair treatment for drivers and reasonable safeguards against arbitrary deactivation. But this bill goes too far. It fails to account for situations requiring swift action to protect passengers' safety and civil rights. Even worse, the signal it sends is troubling.

At a time when blind New Yorkers continue facing widespread discrimination, the Council appears poised to prioritize driver job security over passenger protections. It is the wrong message. Protecting riders is not anti-driver; it's pro-community.

Instead of blanket restrictions on deactivation, the Council should collaborate with riders, disability advocates, and drivers to craft targeted reforms that address legitimate driver concerns without undermining civil rights. New York City has long been a leader in protecting people with disabilities. We cannot let flawed legislation erode that legacy by making it harder to remove discriminatory or unsafe drivers.

We urge the Council to reconsider this bill. Fair deactivation processes are achievable without sacrificing passenger protections. Let us build solutions that ensure both driver fairness and the civil rights and safety of all New Yorkers.

Elia is a senior staff attorney at Disability Law United, as well as the vice president of the Vanguard chapter of the National Federation of the Blind of New York, and vice president of the National Association of Guide Dog Users.

EXHIBIT C

NYC Drivers Push for Protections Against App Company ‘Deactivation’

work-bites.com/view-all/nyc-drivers-push-for-protections-against-app-company-deactivation

Steve Wishnia

October 25, 2024

NYC drivers working for Uber and Lyft struck earlier this week to protest company lockouts and deactivation. Now they hope a new bill in the City Council will deliver the protections they need. Photo/Steve Wishina

As a caravan of striking Uber and Lyft drivers neared City Hall on Oct. 23, many of their rear windshields bore “Stop Unfair Deactivations!” placards.

A bill pending in the New York City Council is intended to do just that. Intro 276, sponsored by Councilmember Shekar Krishnan (D-Queens) and 11 others, would prohibit the “wrongful deactivation” of drivers at the two “high-volume for-hire vehicle” companies.

The measure, Krishnan tells Work-Bites, would reform what he calls a "fundamentally unjust" system: Drivers are terminated by being denied access to the app, with no advance notice and no due process, and the employers are "the judge and jury."

"I know this is the biggest issue that drivers face," says Krishnan, who notes that his Jackson Heights-Elmhurst district is home to more cab drivers than any other in the city. "When drivers are unfairly terminated, they lose their livelihood overnight."

Intro 276, he says, would shift the burden of proof onto the employers, instead of drivers having to prove their innocence in an appeal after they are deactivated.

It would require the two companies to give 14 days advance notice for disciplinary deactivations, and 120 days' notice of layoffs for "bona fide economic reasons." They could still fire drivers immediately for "egregious" misconduct or failure to perform duties, such as driving with a suspended license.

To show that they had a just cause for disciplinary deactivations, the companies would have to prove that the driver's conduct had been "demonstrably and materially harmful"; that they had notified the driver in writing about why they were being terminated; that the rule involved was reasonable, widely known, and fairly applied; and that the investigation had been "fair and objective," including considering mitigating circumstances and the driver's work history.

The bill would impose a $500 fine on employers for first offenses.

Both parties could ask to have the case settled informally or by arbitration. If not, the city Department of Consumer and Worker Protection (DCWP), which oversees the rights of freelance workers, would handle the investigation.

DCWP told the Council's Transportation Committee at a Sept. 27 hearing that it supports Intro 276, saying that "arbitrary or unfair deactivations are financially devastating for app-based workers," as it has also seen with food-delivery workers.

Opposition

Uber told the Transportation Committee that the most common reasons for deactivation include expired documents, issues with their background checks, unsafe driving, altercations with customers, discrimination complaints, and having their customer ratings fall below the minimum average for the city.

The company said drivers cannot appeal dismissals for "zero tolerance violations," such as criminal activity and physical or sexual altercations. Otherwise, it has an appeals process developed with input from the Independent Drivers Guild (IDG), an International Association of Machinists affiliate that has been partially funded by Uber.

The IDG opposes Intro 276. Policy director Andrew Greenblatt told a Council hearing Sept. 27 that it would replace the grievance procedure they negotiated, where drivers can have “trained advocates in our organization” represent them, with “a weaker process run by the city.”

He added that “nearly half of the drivers who are deactivated” are axed for having customer ratings below 4.75 out of 5, and that they can win reinstatement by completing the IDG’s professional-development classes.

“Our bill does nothing to preclude that process,” Krishnan responded. “Drivers have a choice between DCWP or arbitration.”

The IDG also objects to a provision intended to ban lockouts, defining them as an unfair deactivation. It argues that trying to prohibit lockouts, as well as the utilization-rate formula the city uses to determine what percentage of the fare will earn drivers the city’s minimum wage, will force smaller companies (that is, Lyft) to reduce the number of drivers “until the company s no longer viable.”

Lyft also opposes Intro 276, saying that not being able to deactivate drivers immediately “would create serious safety hazards” and that the bill “creates an excessive burden of proof that could force victims of crime to relive traumatic events by providing testimony or risk the driver being allowed back on the platform.”

Uber, however, did not explicitly oppose the bill. Instead, it wants it drastically narrowed: to apply only to permanent or long-term deactivations; to define “egregious misconduct” more specifically; and to reduce the warning-notice period to three days or less. It also does not want the Department of Consumer and Worker Protection to have any jurisdiction over drivers’ grievances, saying the Taxi and Limousine Commission knows the industry better.

Process ‘stacked against drivers’

Deactivation is the number-one issue for app-based drivers around the country, says New York Taxi Workers Alliance head Bhairavi Desai. The union has been working on legislation about it for more than two years.

Intro 276 is “an incredible bill,” Desai says. “It’s solid on establishing job security for a workforce that hasn’t had it in generations, and they’re working for companies where overhiring is part of the business model.”

“From the get-go, the process is stacked against drivers,” NYTWA told the Transportation Committee Sept. 30. Unlike traditional workers, it said, app-based drivers have no access to a manager or supervisor, and Lyft no longer has an in-person office for drivers in New York City. In many cases arising from customer complaints, it added, “drivers don’t know why they’ve been fired, making it impossible for them to challenge their firings, even if a fair process for such challenges existed.”

Drivers, NYTWA said, have reported being deactivated even when they had been assaulted by the passenger who complained or had refused requests to perform illegal turns or drop-offs.

The Transportation Committee has not yet voted on the bill. Krishnan says the sponsors are trying to get it passed “as quickly as possible.”

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EXHIBIT D

CITY COUNCIL
CITY OF NEW YORK

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TRANSCRIPT OF THE MINUTES

Of the

COMMITTEE ON TRANSPORTATION
AND INFRASTRUCTURE
------------------------ X

September 27, 2024
Start: 10:20 a.m.
Recess: 3:45 p.m.

HELD AT: COUNCIL CHAMBERS - CITY HALL

B E F O R E: Selvena Brooks-Powers,
Chairperson

COUNCIL MEMBERS:

Public Advocate Williams
Joann Ariola
Chris Banks
Carmen N. De La Rosa
Amanda Farias
Shekar Krishnan
Farah N. Louis
Mercedes Narcisse
Carlina Rivera
Julie Won

A P P E A R A N C E S (CONTINUED)

Alexander Kemp
TWU Local 100

Leroy Morrison
NYC Commuter Van Assoc.

Bhairavi Desai
NYTWA

Luis Alzate
ATU Local 1056

James DiGiovanni
Deputy Commissioner for Policy and Community Affairs

Carlos Ortiz

David Do
TLC

I.Daneek Miller
Self

Giovanny Ramos
Self

Ibrahim Zoure
NYTWA

Jeremy Moskowitz
Voyager Global Mobility

Mohamed Mohamed
Self

Bamba Diakite
Self

A P P E A R A N C E S (CONTINUED)

Walter Hurdle
Self

Dennis A. Addison
Self

Yoden Thoden
Self

Desmond West
Royal Rose Transportation Commuter Van

Carmen Cruz
New York Taxi Workers Alliance

Frank Haley
Self

Naveed Paracha
Self

Suresh Chand(SP?)
Self

Shamsur Rahman
Self

Wain Chin
Self

Akinwunmi Anthony Komolafe
Self

Allison Langley
New York Taxi Workers Alliance

Tenzin Dorjee “Tendor”
Self

Pradhumna Rayamajhi
Self

A P P E A R A N C E S (CONTINUED)

Josh Gold
Uber

Pasang N. Sherpa
Self

Hylande Pierre-Louis(SP?)
Self

Ganesh Harry
Self

Tenzin Phentok Lama
Self

Richard Chow
Self

Diallo Tizo
Self

Urgen Sherpa
Self

Kunchok Dolma
Self

Kunga Rota
Self

Malang Gassama(SP?)
Self

Alpha Barry
Self

Saif Aizah
Self

Saiful Hogue
Self

A P P E A R A N C E S (CONTINUED)

Barry Mohamed
Self

Mohamed Barry
Self

Norbu Choezung
Self

Tashi Choephel
Self

Tenzin Tsering
Self

Tsering Diki
Self

Raul Rivera
Self

Dolma Yangzom
Self

Sonam Sangpo
Self

Tenzin Bhuti
Self

Tsering Lhamu Serpha
Self

Zubin Soleimany
Self

Marleny Cruz
Self

Christopher Leon Johnson
Self

A P P E A R A N C E S (CONTINUED)

Choudary Adnan
Self

Ibrahim K. Diallo
Self

Sameena Syed(SP?)
Self

Nima Sange Sherpa
Self

Chhewang Lama
Self

Tashi Dolma
Self

Dorel Tamam
Self

Yohanes Lie
Self

Akouete Afandalo
Self

MD Karim
Self

Ugyen Pema
Self

Nicole Salk
Brooklyn Legal Services

Lhakpa Dhoundup

Charles Dorvil

A P P E A R A N C E S (CONTINUED)

Shahal Udolin(SP?)
Self

Anthony Aybozo
Self

Modibo Doukaru(SP?)
Self

Paul Sonn
Self

Lateef Ajala
Self

Mohammad Ali Awan
Self

Arvan Babar
Self

Dawa Yangi Sherpa
Self

Muhammad Arshad
Self

Tsering Jupa
Self

Yanming Gong
Self

Ali Akbar
Self

Kara Klita
Self

Yi Feng Chen(SP?)
Self

A P P E A R A N C E S (CONTINUED)

Max Cheung
Self

Raja Sohail(SP?)
Self

Bashiru Kamara
Self

Pasang Sherpa
Self

SERGEANT AT ARMS: This is a microphone check for the Committee on Transportation and Infrastructure. Today's date is September 27, 2024 located in the chambers. Recording is done by Rocco Macedi(SP?).

SERGEANT AT ARMS: Good morning and welcome to the New York City Council hearing of the Committee on Transportation and Infrastructure. At this time, I need everybody to please silence your cell phones. There is no eating or drinking in the Council Chambers. If you wish to testify, please go up to the Sergeant at Arms desk to fill out a testimony slip. Written testimony can be emailed to testimony@council.nyc.gov. Once again, that is testimony@council.nyc.gov. If you have any questions or concerns, please see one of our Sergeant at Arms and at this time and going forward, nobody is to approach the dais. I repeat, nobody is to approach the dais.

Chair, we are ready to begin.

CHAIRPERSON BROOKS-POWERS: [GAVEL] Good morning and welcome to this morning's Oversight Hearing on the TLC with a focus on For-Hire Vehicles and Commuter Vans. My name is Selvena Brooks-Powers and I am the Chair of this Committee.

In addition to this oversight, we will be hearing several pieces of legislation, Intro. Number 100, sponsored by Council Member Won in relation to the suspension of alternate side parking regulations on Losar. Intro. Number 276 sponsored by Council Member Krishnan in relation to the wrongful deactivation of high-volume for-hire vehicle drivers. Introduction Number 277 sponsored by Council Member Krishnan in relation to taxicab driver pay for electronically dispatched taxicab trips. Intro. Number 323, sponsored by Council Member Moya.

[DISRUPTION FROM AUDIENCE [00:01:59]- [00:02:06]

[GAVEL] Serg remove him please. Let it be clear, we have a lot of people that have signed up to testify today. This is an official hearing. Anyone that is disruptive will be asked to leave the Chamber.

Intro. Number 323 sponsored by Council Member Moya in relation to establishing maximum rates for leasing, rental, least to own and conditional purchase of for-hire vehicles. Intro. Number 939, sponsored by myself in relation to allowing commuter vans to accept hails from prospective passengers in the street.

Intro. Number 950 sponsored by Public Advocate Williams in relation to increasing the number of violations required to revoke authorizations to operate a commuter van service. And Intro. Number 1021, sponsored by Majority Leader Farias in relation to the suspension of alternate side parking relations on Patriots Day.

Since 2012 the for-hire vehicle industry has experience monumental growth with the arrival of at base for-hire vehicle companies like Uber and Lyft to the city. The Council has always worked to ensure that this industry has grown and a sustainable and responsible way. In 2018, to maintain competitiveness for drivers, the Council passed Local Law 147, which caused the issuance of new for-hire vehicle licenses with limited exceptions and tasked TLC with studying the utilization rate of these for-hire vehicles.

The Council also passed Local Law 149, which created a new license category for high volume for-hire services, which covers for-hire vehicle bases that dispatch more than 10,000 trips per day, such as Uber and Lyft. Today, the Council is ready to address these issues once more. My goal is to provide a form with the public, advocates and relevant city agencies can speak on record about what is happening, what needs to be done and how we can help.

One of the problems I want to highlight is the recent scores of driver lock outs on the at base for-hire vehicle companies. Many drivers today find themselves temporarily locked out of the system unable to work and unsure when they'll be able to drive again. This July, Commissioner David Do of the Taxi and Limousine Commission and the Administration announced that the city secured agreements from Uber and Lyft to reduce driver lockouts with plans to phase out the practice by Labor Day. That date has come and gone.

Have all parties satisfied the terms of agreement? Has the TLC been working on its promise rule package to provide a long term solution? What does the sustainable market look like in terms of balancing new drivers, reducing empty cars on our streets and maintaining driver pay? In addition to lock outs, drivers and advocates have come to us with complaints about account deactivations. We want to better understand how deactivations are affecting drivers and learn more about the process in place to reinstate drivers. How many drivers are deactivated in a year? How many are reinstated? How long does the process take? What happens to drivers who can't get reinstated? For corporate entities, drivers may just be numbers deactivate one and replace them with another but for the driver, it's their livelihood on hold. But lockouts and wrongful deactivations threaten driver income, creating instability during a time where costs are rising and bills are piling up.

I hope this hearing with arm us with the facts and clear understanding of what can be done to help drivers. In addition to the pressing issues faced by for-hire vehicle drivers, we are also confronted with the near collapse of the commuter van industry. For people in transit deserts like my district, commuter vans are a lifeline, providing crucial transportation to work or other essential activities.

These vans serve areas and routes not covered by mass transit and serve populations that can't afford to take a taxi or drive to work every day. Before the pandemic, there were over 200 licensed commuter vans and now there are fewer than 40.

Many parts of Southeast Queens and Brooklyn have community vans woven into their fabric even as residents still do rely on public transportation.

I want to explore what can be done. [DISRUPTION FROM AUDIENCE [00:07:14]- [00:07:20]. [GAVEL] please remove them. [00:07:21]- [00:07:51] [GAVEL] Can we get order in the chamber? [DISRUPTION FROM AUDIENCE [00:07:55]- [00:08:05]. Again, we will have decorum in this Chamber or you will be removed from the room. Thank you.

I look forward to hearing - excuse me. I look forward to hearing from the TLC about the measures it has taken to safeguard the health of the aforementioned industries and the people who work with them. I am also eager to hear from drivers and advocates regarding their experiences again with the at base lockouts and deactivations, their suggestions for improving these process and how the Council can smooth the way. I also want to bring focus to the commuter van industry as I mentioned before, which is a smaller market but is no less important to the people who rely on them to bridge the gaps in our transit systems.

Before we begin, I would like to thank my staff and Committee staff for their hard work, Kevin Kotowski, Senior Policy Analyst, John Basile, Senior Policy Analyst, Mark Chen, Senior Counsel to the Committee, Connor Mealey, Counsel to the Committee, Adrian Drepaul, Senior Policy Analyst, Julian Martin, my Policy and Budget Director and Renee Taylor, my Chief of Staff.

As a reminder, hearings are designed for all voices to be heard on a given issue. Today is your opportunity to present your very best argument that can enlighten and inform the public. As of now, I do not have an official opinion on most of the bills being heard at this hearing. I look forward to a vibrant and respectful discussion today on all bills at hand. Next, I would like to - first I would like to acknowledge my colleagues that are here. I'm joined by Majority Leader Amanda Farias, Council Member Shekar Krishnan, Council Member Joann Ariola, the Public Advocate Jumaane Williams, and I know we will be hearing later on from former Council Member I. Daneek Miller.

Next, I would like to invite a panel to offer their firsthand experience and insight into the state of these various industries. We had a pre-panel that we discussed in advance with the TLC and so, with that, we would like to – and before we bring them up, we are going to hear from the Public Advocate followed by Council Member, excuse me Majority Leader Farias followed by Council Member Krishnan briefly.

PUBLIC ADVOCATE JUMAANE WILLIAMS: Thank you Madam Chair. I'll just mention my name is Jumaane Williams, Public Advocate of the City of New York. I'd like to thank Chair Brooks-Powers and members of the Transportation Committee for holding this hearing.

I introduced one of the bills being heard today, Intro. 950 of 2024. My intent is to address an inequity created by Local Law 41 in 2019 and throughout the industry standard that applies for all for-hire vehicles apply to the commuter van industry.

For these reasons I am also a co-sponsor of Intro. 913 that would allow commuter van's to accept street hails and I thank the Chair for introducing it.

Intro. 950 as written increases the number of violations required to take away the authorization necessary to operate a commuter van service. Here the word service means the base operator and the entire fleet, not just the driver who was issued driving infractions.

Local Law 41 makes commuter van operators responsible for the violation of individual drivers. It’s not a burden that taxi cabs or other for-hire vehicles have. If an Uber driver has excess violations, it is the driver’s individual license that gets taken away. In this scenario, Uber is still able to operate and have other Uber vehicles on the road.

Intro. 950 raises the amount of violations threshold from three violations in a six month period to six violations in a twelve month period. Looking into the future, the ultimate goal is to stop the unfair targeting of the commuter van industry. Commuter vans are an important part of public transportation infrastructure in New York City and both the New York City Council and the Administration must support commuter van networks by treating them equally under the law. Commuter vans are frequently the only form of transportation in public transit deserts, particularly in parts of Queens and Brooklyn.

Commuter vans provide a key public resource with over 100, actually 120,000 daily riders utilizing the service but still are regulated in a way that puts tremendous burden on commuter van operators. Commuter vans fill a gap left by the city's inability to provide – to consider outer borough communities and are now a necessarily part of New York City's public transportation network and we must work with licensed commuter van operators to make sure that they are safe driver's while not holding operators to unequal standards.

And just a reminder that the commuter vans have been existing with other modes of transportation for many decades. Additionally securing the future of commuter vans is a social justice issues. Communities of more color and immigrant communities in transit deserts rely on commuter vans. Public buses are often unreliable and have long wait times which force residents to look for alternative solutions and some of these communities don't have any of those options. Many cannot afford the cost that come with owning and operating car or using private transportation on a daily basis and community vans are lifeline of transportation.

Commuter van service should be supported as part of long term solutions in our 21st century infrastructure. Plans that must address traffic congestion, high carbon emissions and decaying transportation infrastructure. I also want to point out that Uber and Lyft were giving ease of entrance into our transportation system even at the cost of people like the yellow cab industry and van drivers are primarily immigrant and Black and Brown owners of small businesses. We want to make sure that we have pathways for folks to do this service legally and licensed. And so, that's what we've been working on for such a long time. I do believe they can exist. I also think they can be unionized. That's another conversation but we want to make sure that everybody has access to be able to feed their family and provide the services that all communities need. Thank you so much.

COUNCIL MEMBER FARIAS: Thank you Majority Whip and Chair Brooks Powers for allowing me time to speak and for hearing my bill in this hearing. This bill is a reflection of New York City's commitment to honoring the diverse cultural and religious traditions that make our city so vibrant and to honor sacrifices made.

By suspending alternate side parking on holidays such as Christmas, Yom Kippur, Diwali, Eid and so many others, we are recognizing the importance of these days for our communities. Today includes consideration for Patriot Day, September 11th to honor and remember the sacrifices made on this day by essential workers, public servants, emergency services personnel and New Yorkers alike from across the city to honor them in their sacrifice.

This measure brings fairness and inclusivity to our parking regulations respecting the traditions, an important recognition of all New Yorkers while making it easier for residents to observe these recognition days without unnecessary burden. I look forward to hearing feedback from the Administration on this bill and I encourage my colleagues to support their co-sponsorship. Thank you.

COUNCIL MEMBER KRISHNAN: Good morning everyone. Thank you so much Majority Whip Brooks Powers for holding today's hearing and good morning to everyone who is here today too. Our hard working Uber Lyft and taxi drivers are essential workers of our city.

They carry this city forward before the pandemic, during the pandemic and long after. They keep our city moving safely and efficiently. Many of them are immigrant workers reflecting the truest embodiment of the American dream and as an Indian American Council Member, the first Indian American ever elected to New York City government where I represent the district with the highest number of drivers in New York City, I am proud to represent them in city government.

However, the livelihoods of Uber Lyft drivers can be thrown into chaos when they are deactivated from Uber and Lyft with little to no advanced warning. Our drivers, victims of predatory lending for decades, an issue we worked hard to resolve but took many years to do so. After resolving it, the deactivation, the unfair deactivation of taxi drivers is the single biggest issue that driver's face in the city. It affects –

CHAIRPERSON BROOKS-POWERS: Sorry Council Member. We ask that everyone please do not disrupt this hearing because you will be asked to leave. If you would like to acknowledge something you agree with, just wave your hand. You may continue.

COUNCIL MEMBER KRISHNAN: It is the single biggest issue that driver's face. It affects their livelihood and when they lose their livelihood, they lose their ability to pay their rent, to pay their mortgage, to pay their childcare, to support their families and simply live in this city. So, when they are unfairly deactivated, drivers can be forced into a company driven appeals process where the companies have the upper hand and make the final decision with no real meaningful process, with no notice in advance and no real reasons listed are publicly available standard for what constitutes a fair reason for the deactivation.

This is particularly consequential for a workforce that has to pay for the car insurance and licensing fees just to go to work every day. These expenses continue even when you lose your job and that is why I am proud that Intro. 276 will be heard today. My bill works in two ways. First, it increases driver protections before deactivations happens, creating a due process standard, which everyone should be subject to and is a fundamental principal of American law and workers' rights.

If Uber and Lyft believe a driver is not meeting their community guidelines, this bill requires them to enter into a progress discipline structure where consequences will match the severity of the infraction. Additionally, drivers will be required to have at least two weeks' notice of an impending, permanent deactivation. Notice in advance is an essential part of due process and driver's don't have that today before they are deactivated unfairly.

Second, my bill creates an independent appeals process for driver's to pursue after they have been deactivated. Driver's will be able to appeal the deactivation through a number of means, including arbitration or a complaint with DCWP. This means the driver's will have an independent neutral arbiter and appeals process through DCWP. App companies will be required to give drivers the information necessary for them to build their case and the companies will bear the burden of proving that their actions were justified. Driver's would be allowed a representative to help them through this process. If reactivated, driver's would also get back pay for the time that they were not allowed to work.

Finally, drivers who have been unfairly deactivated in the last six years would have an opportunity to appeal with the city within a year of my bills passage. The third point as I mentioned, is that this process shifts the burden from the driver having to prove why they were deactivated after the fact to now requiring for-hire vehicle companies to justify why the deactivation was necessary.

In other words, when a decision is made by an app company, it shouldn't place the burden on driver's after the fact to reverse that decision. The decision maker must provide the justifications for doing so and that is where the decision should be placed. Again, a basic principle of due process in American Law and for workers' rights protections. This bill would provide robust protections for Uber and Lyft driver's and open up an additional, not a replacement, an additional pathway for driver's to fight back against wrongful deactivations. And to be clear, nothing in this bill stops a driver from using other appeals processes if they so desire. When an app company unjustly deactivates a driver, it is up to city government to step in and provide basic worker protections and establish necessary processes.

This bill by providing process, notice in advance, making the burden with the companies and a neutral arbiter is a fundamental part of worker protections and workers' rights. And I could not think of a more proworker bill than this. Thank you.

CHAIRPERSON BROOKS-POWERS: Thank you. Now we will have a prepanel ahead of the Administration and we'd like to have join us at the dais, Michele Dottin from IDG, Bhairavi Desai from NYTWA, Luis Alzate from ATU who is joining virtually, Alex Kemp from TWU, and Leroy Morrison with the Commuter Van organization.

As you all are coming up to the dais, I'd like to acknowledge that we've been joined by Council Member Farah Louis and Council Member Chris Banks online.

LUIS ALZATE: Good morning.

SERGEANT AT ARMS: Luis, you'll be able to speak after Bhairavi Desai.

LUIS ALZATE: Thank you, appreciate that.

SERGEANT AT ARMS: No problem.

CHAIRPERSON BROOKS-POWERS: I'll call the names one last time, Michele Dottin from IDG, Bhairavi Desai with NYTWA, Luis Alzate, ATU online, Alex Kemp, TWU, and Leroy Morrison. I ask that you please have a seat as quickly as possible. Is Michele Dottin in the room at all IDG? Okay, we will proceed. Bhairavi.

BHAIRAVI DESAI: Good morning. Thank you so much. My name is Bhairavi Desai. I am the Executive Director of the 28,000 member New York Taxi Workers Alliance and I am speaking specifically on Intro. 276. This is an incredible bill. This is a bill that will give first time rights to over 80,000 Uber and Lyft drivers in New York City who have worked for far too long without job security. A workforce that goes to work every single day beginning at a negative. If you've been deactivated, you still have to pay for the car loan and the insurance. You're living life without any income coming in but your expenses remain fixed. A workforce that is dealing with the public. A job where you can be the victim of racially motivated, you know other biased motivated complaints. And in the drop of a dime, you lose your job. The loss of a job for every single American worker can be catastrophic but for workers who not only go without income from that loss of job but also have to pay for expenses out of pocket, it's absolutely devastating.

You wake up ready to go to work. You go on your app and you've been told that you don't have a job. It could be for a reason for a complaint that was filed against you six months ago. Even a year ago and to insult upon incredible injury, there is no independent process. A process that is not controlled by the companies themselves. The current process, Uber will tell you on its website, Uber gets to dictate which drivers can even access it.

At this point, if you've been a driver for ten years, you've had an incredible record. None of that gets used –

CHAIRPERSON BROOKS-POWERS: Thank you. I just ask that you submit the rest of your testimony in writing and I just want to remind everyone here that recording is prohibited in this space. So, we ask that you not record. Thank you and thank you, you could submit the rest in writing.

BHAIRAVI DESAI: Thank you.

CHAIRPERSON BROOKS-POWERS: [GAVEL] Please do not disrupt this hearing. There is no recording that is to be done within this room. It is a recorded hearing; you can get it online. Any disruption, we'll have you removed.

LUIS ALZATE: Good morning.

CHAIRPERSON BROOKS-POWERS: To clarify, you could record yourself. You cannot record the dais or the witnesses testifying for clarity. I'll ask that you be removed on the next disruption, please stop. Luis, are you there online?

LUIS ALZATE: Yes, I am. Good morning. Amalgamated Transit Union, thanks Majority Whip Selvena Brooks-Power and the Council Committee on Transportation and Infrastructure for this opportunity to share ATU's concerns on the impact of Intro. Number 939 and 950 on MTA bus service, particularly for the residents of Southeast Queens. My name is Luis Alzate, ATU Local 1056 President and Business Agent and ATU New York State Legislative Conference Board Financial Secretary.

I also deliver this testimony on behalf of the ATU Locals 726, 1179 and 1181. All of our members serve the riding public and the rider community. ATU 1056 members, bus operators and mechanics work for the MTA New York City Transit's Queens Bus division with depots in Flushing, Casey Stengel, Jamaica and Queens Village. ATU Local 726 represents bus operators and mechanics who work for MTA New York City Transit's Staten Island bus division.

ATU 1179 represents bus operators, mechanics and supervisors who work from Far Rockaway to JFK Depots of the MTA Bus division, formerly Green Bus lines. ATU Local 1181 represents bus operators and mechanics who work for the MTA Bus division, formerly Command Bus Service in Brooklyn’s Spring Creek, and paratransit operators and Yellow School Bus drivers and escorts.

Statewide, the ATU represents more than 25,000 hard-working transit workers throughout ATU cities including Albany, Binghamton, Buffalo, New York City, Rochester, and Syracuse. If enacted these harmful bills would effectively allow commuter vans to replace bus public transit, especially in Southeast Queens. Already, vans licensed and unlicensed illegally and unsafely operate along bus routes and deprive the MTA of revenue that it can be reinvested in bus service.

This de facto privatization of public bus service in Southeast Queens especially impacts students, our seniors, working people and bus riders who benefit from the Fair-Fares program.

SERGEANT AT ARMS: Your time is expired.

CHAIRPERSON BROOKS-POWERS: Thank you. We will ask that your provide the remaining testimony in writing but please don't sign off because I think we'll have some questions for your shortly.

LUIS ALZATE: Thank you.

ALEXANDER KEMP: Good morning. Hi. My name is Alexander Kemp. I am a representative from the TWU Local 1000. I am here in regards to Intro. 939 and 950 and as it pertains to bus service, I am a representative who represents TA Service which is the Brooklyn Department of Buses. Our grave concern about these Intro.'s or these bills on how they will affect the safety of bus operators pulling into and out of stops, the fact that the standard that we are held to as bus operators in New York City Transit is the highest in the country. Our medical standards, our training, our responsibility and the consequences of how we operate can never be matched without any regulation that's being proposed for dollar van drivers.

One of our bigger concerns also from TWU Local 100 is that these Intro.'s are not ultimately intended to benefit the dollar van driver's or public transportation but more so to supplement big business with an opportunity to create a rideshare program that will allow people to do what they've done in San Diego with Uber Express, allowing people to use an app to pick up 20 people at a time and transport them in large quantities and do it for cheaper rates and undermine labor. This consequence will ultimately affect the people that you guys are tasked to represent, protect and ultimately to benefit the welfare of New York City.

Transit workers are also essential. Unfortunately, everybody overlooks the consequences that we face and look for means to undermine us, surpass us and redistribute wealth away from the Labor Department, the Labor Unions and transport it into different aspects of big business.

So, I ask anybody to oppose these and to consider finding new solutions to get better bus service and uhm, make us a better city ultimately. Thank you.

CHAIRPERSON BROOKS-POWERS: Thank you. You timed that well. Next, Mr. Morrison.

LEROY MORRISON: Anyway Chair, I want to say good morning. Thanks for having this hearing on the commuter vans. As you know commuter vans are a lifeline transportation in New York City. Over 38 years now we've been filling a lot of gap that MTA did not fill. When the bus strike, the city call on the commuter vans. When the train strike, they call on the commuter vans. When the yellow cab, they call on the commuter van. Everything MTA does, they call on the commuter vans and the City of New York also and we - the 911 we was here, Storm Sandy we was here. At a certain time of night, you got to understand the ridership is out, there are people out there trying to get home when MTA cut the services, especially in Southeast Queens, they take an hour and 45 minutes. Someone working at JFK airport, they want to get to work, MTA will take them an hour and 45 minutes to get to work.

If they got to get to Jamaica Avenue and then they got to get back to JFK Airport. That's not fair. What about the ladies who stand on the street corners at night? They could get robbed and they could raped on the corner, MTA cut their services and people are desperate out there for transportation and on a certain neighborhood. And as you know that every other transportation come to New York City, commuter van is always here. The lifeline, the backbone for New York City and we got to understand also to commuter vans, look out for the MTA drivers. Most of their driver's getting to work, they still ride on the commuter van. On the record, they still ride commuter vans. The driver's that rush to go to work to catch their MTA, the bus they drive, they still do, and you got to understand a lot of people in our neighborhood, they've been underserved. They're treated like they're from underground with a commuter van. When they need us, they pull us out on the ground. When they don't need us, they put us back on the ground. We want to be treated like first class citizen in America. We are minority. We are low income neighborhood where commuter van is always operated and what this bill does ma'am is save us from getting harassment and pulled over by NYPD. We are paying high insurance. Thank you for having us here. Thank you.

CHAIRPERSON BROOKS-POWERS: Thank you. I have a couple of questions that I'd like to ask and then I'll allow my colleagues to ask questions if they have questions as well. I will start with Mr. Kemp and Mr. Morrison just in terms of the two pieces of legislation that's before us today. So, we understand that the public bus service, the public transit system is critical in New York. One of the best by far I always say in the world. We also have a commuter van industry, particularly in parts of Southeast Queens and Brooklyn. That is a part of that fabric and understanding that both entities keep New Yorkers moving. You all service routes and vines that are not easily satisfied one way or another where it is why we need great transit equity broadly speaking.

And so, I wanted to understand that this isn't – but I understand that this is an interconnected network and it has unintended consequences and so that what myself and my colleagues want to get a better understanding for and I'd like to understand if there are additional comments on how street hails for commuter vans could coexist in a world with public transit. Like I know that there have been conversations about the interference with the bus routes for example, but we'd like to understand how do we address transit deserts and also recognizing that the commuter vans that we are privy to in these communities that I mentioned are often people from our communities as well. Not the big business Uber's but I definitely appreciated getting that insight in that regard. So, I'm curious to hear from you in that regard but also hear from Mr. Morrison recognizing how critical the public transit network is to New Yorkers and not wanting to diminish or reduce services. What does that - like how does that work? Or how can it work rather, excuse me.

ALEXANDER KEMP: Thank you. So, I just want to be very clear that from those same communities as the gentleman next to me had spoken about, we all do - are all part of a network and that network is the community. We're all New Yorkers and ultimately, I never want our position as labor to ever be condemning any citizen of New York, any minority, any culture that we would want to suppress an opportunity in America, a capitalist society that any business should thrive or have the opportunity to thrive. But we do represent labor and we do understand the nuances of reducing service and the consequences of what that means to the lives of the people that we represent. So, from the time after the stock market crashed, transit has cut service and never put that service back.

So, that issue, which never being addressed, by adding another mechanism to reduce more service or take away the means of fixing a broken system, how do we ever address the system that's broken by just adding band aids to it and not to suggest that the dollar bands are a band aid but it's almost a supplement to not actually addressing what the ultimate issue is with transit.

So where we have one component of it where we went from five minute headways or ten minute headways to now 15 and 30 minutes, in the bus redesign. Are they addressing where dollar vans would fit at the end of the line where there was transit deserts? A lot of these components are meant to actually reduce service and actually cut running time which affects the driver's but nobody's considering how it affects the lives of the people who are trying to buy houses, who can't afford to live in New York, who can't afford to pay rent and we're civil servants. So, that is one of the issues, not directly pertaining to them but a biproduct of something that is inconsequential to where we're trying to get right, a better transit system. So we are interconnected but sometimes these bills or these sponsored bills can separate us. So, I just want to make sure that's not where we're heading to.

CHAIRPERSON BROOKS-POWERS: No and I appreciate that and after Mr. Morrison, Luis if you can also respond to the question as well. I'm sorry I have to keep looking at the screen to decide. Mr. Morrison.

LUIS ALZATE: ATU's position on this is this is no different than a concept that as my colleague from TWU stated, it's a concept that's nationwide regarding micro-transit and the first mile, last mile where it directly attacks public transportation. And the answer is not to give these commuter vans or these micro-transit you know the opportunity to replace our ride in public, our public transportation. These are services that don't have the training standard or the equipment standard, especially for our handicap riding public. They are reckless. We've seen this many times when there weren't a time when they were active in which they cut off our buses, cause accidents. You know this was something that at many hearings, we made an issue of, especially in the southeast part of Queens.

There is you know, there is a sense of recklessness when it comes to obeying traffic regulations and this is something that our bus operators with our training, you know our members are held to a higher standard when they do these kind of driving hazards in the community.

CHAIRPERSON BROOKS-POWERS: Mr. Morrison.

LEROY MORRISON: Yes sir. I want to answer the question that you're saying sir. I didn't see one commuter van –

CHAIRPERSON BROOKS-POWERS: No, Mr. Morrison, you address it to us, not to each other.

LEROY MORRISON: I'm sorry about that Chair, Madam Chair. In my life, running commuter van over close to 40 years, I never seen a licensed commuter van cut people off, cut the buses off and I want the gentleman to know that we have licensed standard too, we have CDL, we're Article 19A, we have medical, we pay high insurance. Our insurance right now costs about anywhere from $45,000 to $50,000 a year.

So, we can't afford. We cannot speak for the roads that they're talking about. You cannot mix the roads with the licensed commuter vans out there. I want you do know that Chair, Madam Chair and I never seen all these years a commuter van that's licensed by the TLC cut a bus off because we have consequence.

If there's a problem like that, the TLC stepped in so we never did anything like what the gentlemen are saying and at the same time also, we also secure, make sure TW union and make sure the labor, they stay in business because after commuter van, if we never put the cap on the commuter vans, then you would have [INAUDIBLE 00:40:48] would take over MTA system. And I did that to save MTA.

Also with Labor Union, they'd either build or other big bus company couldn't come here in 2018 and we saved the MTA. Myself, with the bill that I was doing, so at the time we're looking to be partnership with the union and the bus system to work with us because everywhere we have licensed commuter vans, in Jersey and everywhere. It's only in New York City and we save the MTA a lot of time from their waiting time and the MTA need over 40 something years, now the ladies are stranded after certain hours of the night, the MTA cut their service and MTA cannot say because there commuter van cut their service.

Commuter van have the ridership and the MTA have their own ridership. So, by the gentleman is saying commuter van is doing this and commuter van is doing that. I can speak in commuter van all these years, we're not out here we are a small business and America strive with small businesses and we are immigrant and what we do in the Black and Brown community that's underserved. It's always underserved and MTA always turn their back against the ridership in the low income neighborhood like our neighborhood. I remember back in the days, the way how we were treated. So, at the end of the day, we're not here to compete with MTA because guess what? MTA, when they pick you up, you get a free ride at the subway but it is not everybody. When they're going to work and they have to stand at the bus stop for 45 minutes, an hour and the bus right now is still overcrowded and people - what you have to tell your driver - it's about feeding your family. It's about putting food on the table. It's about small business drive. So MTA have to understand that we need to work with them and they need to work with us and we're not out here to harm MTA and we cannot speak for the road sir.

CHAIRPERSON BROOKS-POWERS: Can you enlighten the panel in terms of what are the consequences that the commuter vans are faced with when they you know disobey the traffic laws?

LEROY MORRISON: When licensed commuter van disobeyed the traffic law, if we run the speed and it still goes to the TLC, they still bring the driver's and still charge the driver's also. And if they run the lights, you still got to go through the TLC Division zero also to and if they do, what the gentleman is saying, they can lose their commercial driver's license and it affected Article 19A and the medical also too. So, what the gentleman is saying, the commuter vans are licensed in New York City and across New York City and that's what we are doing now.

CHAIRPERSON BROOKS-POWERS: Where are the remaining commuter van businesses operating and are there regions that have lost their last commuter van route?

LEROY MORRISON: Yeah, there's routes here that MTA doesn't service from Gateway all the way back into the Junction, East Flatbush. Commuter van will go all the way there and also even Fulton, over there in Fulton Street and a lot of routes now currently MTA is cutting their service. We are not subsidized them. We are running this course out of our own pocket.

CHAIRPERSON BROOKS-POWERS: Mr. Alzate and Mr. Kemp, what are some of the challenges faced in terms of the service right now that you see? I know in Queens we have the bus redesign underway so there is a unique opportunity to try to address some of these routes but what are some of the challenges that for example, the routes that Mr. Morrison just mentioned, that ATU or TWU has tried to work through and how can the Council be able to address that in light of that?

ALEXANDER KEMP: Well, that's kind of the reason we're here right? That the Intro.'s kind of argue against what our ultimate argument is. Is that if there's going to be an effort to get better service, a better transportation network, the interest should lay in public transportation. That there should be an influx of resources and support in trying to get these deserts fixed because in the areas that he specified in Brooklyn, let's just say Gateway, Flatbush, the Junction, Fulton Street, all of those areas have bus routes that run through them. Whether the service has been either cut, modified, or reduced. That in essence leads to these 45 minute waits. That if you have one bus, two buses or three buses with a 15 minute headway, in the event one of those buses are late, you're now waiting 30 minutes. When they talk about a better bus network. A better bus network requires operators who are highly trained, who are professionals, who meet a standard that is the highest in the country and have who - as the gentleman next to me has stated, where the dollar vans have been available through crisis. There has not been a day, a moment or a minute that New York City transit bus operators have not been available to provide services in emergencies for New York City and actually have lost our lives. And New York City transit workers have lost more lives than any other agency on the plant during COVID.

So, our sacrifices to the communities should never be overlooked or understated when it comes to protecting our work as far as it pertains to TW Local 100 and the other locals for sure.

CHAIRPERSON BROOKS-POWERS: Mr. Alzate, do you have anything to add to that?

LUIS ALZATE: ATU has had experience with what is now called micro-transit and these van services. When we lost our Q74 route in Queens and this route service was going to be replaced with commuter vans. That is being the danger of such legislation that it replaces commuter van service with you know replaces public transportation. There are – I'm not here to say that we don't have our challenges when it comes to routes and when it comes to the schedules. There are challenges that as you pointed out, we are trying to address in Queens and everybody understands that Queens is a unique system based on the fact that everybody depends on the bus service. We have a system that only goes up to Flushing, trains and to 179 Street Corridor in the hillside. After that it depends solely on bus service. And the remedy to fixing the issues that we have is not to allow hail service by anybody specifically in the bus stops.

CHAIRPERSON BROOKS-POWERS: So, is the concern more so being along the bus routes in themselves? And when you mention the Q74 route was lost, can you explain what caused the loss of that route?

LUIS ALZATE: Well, ultimately it wasn't through a ridership issue, ultimately this was a route that addressed the needs of the community, not only through Queens College and several high schools. Ultimately it became evident and this was when then Councilman I. Daneek Miller was the President of our local. It became after that that the goal from ATU's point of view was that they wanted to replace our bus routes with a commuter van service.

CHAIRPERSON BROOKS-POWERS: But what was the official reason for them getting rid of Q74?

LUIS ALZATE: Ultimately the transit parties decision was that they didn't need the service. That it was based on budgetary cuts, even though we - there were hearings that were held to justify that this was an intricate part of the community. But once again, what became evident to us after the fact was that they wanted to replace that route with a micro-transit system, with a van service.

CHAIRPERSON BROOKS-POWERS: Mr. Morrison, what are the toughest challenges facing the commuter van industry? Was the decline in the commuter van market due to the pandemic? And the market has simply failed to bounce back? Or are there other factors that have led to the industry shrinking?

LEROY MORRISON: Well, our main problem ma'am is it's not shrinking. It's the insurance costs ran up to about $50,000. So I have a bill that I just passed in Albany also to lower the cost of, it's not only just commuter vans, it's for all for-hire vehicle, for black cars, ambulant, commuter vans so we could have a better lower cost insurance system in New York City.

As you know Madam Chair, the black cars is one incident. They're paying if they have a local car service, they're paying $10,500 a year with American transit and if they're local Uber, they're paying $4,500 a year with the same American transit. So, what we're trying to do is bring in more volunteer insurance market to New York City, so we can have affordable insurance. We could bring back commuter vans.

So, right now we are looking to put these commuter vans back out but the insurance cost was the problem that we was having in New York City and that's our only problem now holding back but we should be out soon because we have the money that I raised to pay into the insurance so these commuter vans could get back on the street again.

So, it was very tough with commuter van. As you know, the price went up from $10,000 to $55,000. In Queens, it's $45,000 a year. In Brooklyn, it's about $50,000 a year for a license commuter van on the street. So, we've been going through insurance crisis but we're trying to as small business, we try to drive now.

CHAIRPERSON BROOKS-POWERS: And what alternative if any is there for commuter van service? When a commuter van stops operating, have customers switched to mass transit, personal vehicles or something else?

LEROY MORRISON: Well, a lot of the customers, they switched to - for now they're struggling, trying to reach work. They are having a hard time now, especially in Southeast Queens. They're having a hard time from Rockaway to Jamaica center to come back to JFK airport, an hour and 45 minutes. It took them an hour and 45 minutes from Rockaway to Jamaica Avenue about an hour on the bus and then they got to take the bus 45 minutes back where they're coming from. So, they are meeting a lot of challenge, so they have to pay for other transportation but they're willing to bring back the commuter vans to drop them less time and people stop doing -

CHAIRPERSON BROOKS-POWERS: But I'm asking about the passengers. What has been the trend? Has it been that they've gone to mass transit? Have they gone to their personal vehicles?

LEROY MORRISON: Some of them is on personal vehicle and some of them is taking the illegal vans out there too. So, some of them is taking other means of transportation to get back out there on the street. Some of them, they don't want to ride in mass transit. They want to drive, they want to do this, they want to take the bus, whoever want to take the buses up to them but we'll be back soon ma'am.

CHAIRPERSON BROOKS-POWERS: And Ms. Desai, I know that the commuter vans are largely relied in parts of Queens and Brooklyn. Not necessarily a lot of I think your members may be located but is there an impact on your industry as well and if so, what is that?

BHAIRAVI DESAI: Yes, absolutely. I mean in terms of the outer boroughs because many of our members particularly that drive for Uber and Lyft, a lot of their work is in the outer boroughs. And so, you know one in terms of the impact of potential ridership being poached is one issue. But the second is even in terms of just traffic and people having a harder time moving around. I mean with the Yellow Cab sector, you know 96th Street and below, I mean you don't have this concept of commuter vans but I can tell you overall, whether you're driving Uber, Lyft or even livery or Yellow Cab or Green Cab, this has been like one of the slowest summers in the last 30 years that drivers have had. There are already too many you know taxi and FHV cars in the streets. Drivers are really struggling to put trips together. Most drivers are spending their time empty and there just isn't enough work for you know new cars to continually to be added in the same market. And so, we have tremendous concern over the impact of this.

CHAIRPERSON BROOKS-POWERS: I'm going to yield and allow my colleagues to ask any questions. We will start with Council Member Krishnan.

COUNCIL MEMBER KRISHNAN: Thank you so much Majority Brooks-Powers. I just have two questions Bhairavi, thank you so much and thank you for the work of the New York Taxi Workers Alliance for drivers every day. I just want to – two questions for you about Intro. 276. One is, can you tell me how many drivers have reached out to you about their deactivations and how many of them have actually been able to get reactivated with the current process?

BHAIRAVI DESI: Sure, thank you. I mean we've done thousands of intakes throughout the years. It's you know, usually we average a couple of thousand every year. There are two problems here. One is even – there in some cases where drivers may get reactivated but the reactivation will be for just a couple of days and then, you know immediately, they're deactivated again for a much longer time period.

So, even in the so-called reactivation, there's still tremendous insecurity because you just never know you know when the company is essentially going to change its mind and put the deactivation back into order. So, most of the drivers that we see, I mean one, there's certain issues like, for example, a lot of complaints regarding like service animals where it'll be marked as like a safety issue. Where the passenger may not have any documentation or anything and the driver legitimately feels threatened, especially in Uber and Lyft vehicles, you don't have a partition. You know and if a pet, if like a dog is in the car and there's no leash or anything, it's understandable that a person operating the vehicle sitting in the front subject to bumps and you know bumps on the road can legitimately feel scared, right from that animal.

But all it takes is one complaint from that passenger and you get deactivated and in some of these instances, you don't even have a right to an appeal. I mean Lyft, there's not even a physical office that you could go to. So, you know you're desperately trying to get through to customer service or you might go through the Uber IDG appeals process for example. If Uber allows you to, because Uber still controls who has access to those appeals and that's something that Uber states very clearly on its website. What we find is that uhm, you know majority of the cases, drivers just don't get their jobs back. If it's anything that's marked as like basically more than you know like paperwork, although we do have instances of even drivers, even just for sheer paperwork issues, we'll remain deactivated you know. And so much of it is because the process is set up where the driver is presumed to be guilty and so the burden is on the driver and then that process is controlled by the same company that has been your prosecutor, now gets to act as your judge and jury. And so, it's stacked against you and you know lastly I would just say, I think if you asked every single Uber and Lyft driver in the City of New York, I would even say across this globe, they would tell you even if they've never been deactivated, every single driver works with fear and anxiety over the thread of an unfair deactivation. And that's why we so strongly support Intro. 276 because it is the first time that drivers will have rights codified in law where the companies must have good cause to even take this very drastic measure against you and then they must give you notice so it doesn't go into effect immediately and there must be an appeals process that they cannot control.

COUNCIL MEMBER KRISHNAN: Thank you and my final question is just, can you describe what is unique about driver deactivations compared to other workers? Do you tell your members to use the IDG process?

BHAIRAVI DESAI: Yes, to answer your second question. First, yes we do tell drivers to use the you know Uber IDG process because I mean, it's publicized by Uber. It exists for drivers. We want to see every single driver be able to get their job back and it goes to the first part of your question, the consequences are enormous. If you're deactivated, you still have to pay off your car note. Still have to pay for insurance and because you're paying for those things and there's no income coming in because there's no paychecks in this industry. So, you're paying for money that you're supposed to be able to use for groceries and rent, is now going towards your car because there's no other income coming in right?

And then uhm, you know on top of that, you don't know if you could get your job back and like you've been given no notice, so immediately you spend your days just trying to get your job back. I know of driver's; we've seen members who come through who sometimes for months are just desperately hopelessly waiting to get their job back and they're stuck. Their life is stuck because they've got this car that they only bought because of this job so people don't know what to do. Do they go and look for other job? You know what other jobs are really available? This is also workforce that is over 90 percent immigrants, people of color. And so, I think there's - to me this is also an issue, not just civil rights but also racial justice that here's a workforce that's predominantly people of color and what you're essentially allowing at the moment is corporations that control their economic life are going to take their job away and presume them to be guilty. You know there's in certain cases, there's no hearings, no opportunity for you to defend yourself. You know and so within your community all you heard is this driver, there's a sexual harassment charge against him. The people in the community don't know. You were never given a right to defend yourself. You never seen any evidence against you. Your good name is just smeared. You know there's consequences to this that are tremendous financially but they're also tremendous you know socially and psychologically and just to the mental health wellbeing of the drivers. But the other, you know besides the cost I think there are two other reasons why this is so unique to this workforce. This is a workforce that has licensed by the City of New York. The City of New York has said, this is an individual that has been trained past their course and believes to be capable of doing this job.

And so, the city has a responsibility here to create a layer of security for a workforce that has invested thousands of dollars into this job in large part because the City of New York has entrusted them and encouraged them to do so. Lastly, you know drivers have not been found to be employees under the National Labor Relations Board and so, do not have access to collective bargaining. That's one of the reasons that a company union is allowed to exist in this industry. Otherwise of course, you know IDG and any other company union would actually be considered illegal under the law.

And in the absence of collective bargaining and in the presence of city regulation and expenses for a by the drivers, there must be a basic sense of due process that upholds very basic American values that protect all of us as Americans. That protect us as workers. We have a right to be presumed to be innocent even by corporations that have a sword hanging over our necks you know in the form of taking our jobs away. In the labor movement, there's an old saying that a loss of job is like capital punishment. Because that's truly what it feels like especially for a workforce with no guaranteed income and this summer, with lockouts, can you imagine drivers lost thousands of dollars throughout this summer and then to go through a deactivation now, you've had no saving, nothing to take care of your life.

I mean, this is an incredible crisis. I wish to God every single driver that has been here in this room from 10 in the morning when we started was still here and I beg every driver, read this bill. Read the 14 pages of this bill. This is like a holy book that will give rights and protections to a workforce that desperately needs it and truly deserves it.

[APPLAUSE]

CHAIRPERSON BROOKS-POWERS: [GAVEL] Again, you will be asked to leave if you disrupt this hearing. I believe Majority Leader Farias has a follow up question.

COUNCIL MEMBER FARIAS: I do. I just wanted a better understanding of last year's data if you have it. How many people did you folks serve in terms of deactivations? And then I guess the follow up I have on that is what's the ratio breakdown of deactivations, lockouts and folks on waitlists?

BHAIRAVI DESAI: Sure, so in terms of the first question Council Member, the exact number I don't have with me but it would have been I mean well over 2,000 drivers that we would have both served and drivers that we've done intakes for. I know that the vast majority of them, even if they were reactivated, you know it was for a short period of time before they were deactivated again but we're happy to follow up and put that in our written comments.

COUNCIL MEMBER FARIAS: Yeah, I'd like to definitely get the follow up data on the amount of people you're serving year by year and what is the ratio divided between people coming to you with deactivations versus lockouts, versus the waitlist. And then if you haven't already I have an expectation to also know the average ratio of people letting you know that they've been deactivated today but three days later, a week later, however, long are reactivated and then x-amount of days later deactivated. That's helpful for us to get a better understanding of how frequent it's happening.

And in that amount of time, it helps us have conversations between all of you and with the agency and then lastly, have you folks tried to make any attempts on demystifying with drivers versus riders on for the example that you gave with a service animal, right? Legally, not even us in this building can ask people for documentation. They have a service animal for whatever the means are.

BHAIRAVI DESAI: Right.

COUNCIL MEMBER FARIAS: That service animal is legally mandated to be their partner for that day and that commute, that office visit. How are you folks demystifying for drivers that that is legal and it is illegal to ask for documentation?

BHAIRAVI DESAI: Yes and let me just be clear if I misspoke or was misunderstood. We understand that you cannot ask for a documentation. Even when drivers go through the course to get their license, that's actually part of the curriculum.

COUNCIL MEMBER FARIAS: Right.

BHAIRAVI DESAI: And so, we understand that but I think the issue that I was trying to raise is, uhm just by the sheer allegation right, a driver faces a very serious consequence of losing their job and they may not even be able to appeal it you know in many cases. And so, you're not able to defend yourself. Even the history of your driving record is not taken into consideration even if you're allowed to appeal.

And so, the totality of your performance right, should be part of your review like it is in most jobs. In these cases, drivers don't have that protection and that is one of the things that Intro. 276 would give to drivers, the right where as part of making the decision on whether or not the deactivation was for good cause, they would have – the decision maker would have to look at the totality of your record, including like you know good accommodations that you have gotten. There also has to be progressive discipline and so, if someone did not understand and you know makes that mistake, which is wrong but you know we also have the concept of that you can't just you know you can't just discard people from mistakes that they make, that there has to be a process to allow people to learn and to show their growth. And so, this bill is also important to us because it would allow that.

COUNCIL MEMBER FARIAS: Yeah, I'd like to keep talking about that after this hearing, just you know as you stated, it is a part of the curriculum and so, just as much as driver's do have to be protected and all of the folks in this room know that I've been a driver advocate for many years. People with disabilities also have their rights and we have to make sure that if there's anything that's unclear and we know every driver has in camera facing video out you know forward facing out into the streets to protect their car and the way they're driving amongst the defensive driving that we have to do throughout New York City. We should continue talking about that because that's both – it is a larger conversation that has to be had on both sides to protect people.

BHAIRAVI DESAI: Yes, and that's definitely one other reason that we really support the bill is because as you said –

COUNCIL MEMBER FARIAS: I can totally get it. I totally get it. I'd like to continue the conversation offline as we have many people that need to testify today. Thank you.

BHAIRAVI DESAI: Thank you.

COUNCIL MEMBER FARIAS: Thank you. Thank you to this panel. You are now dismissed. I'll now ask Committee Counsel to introduce our next witnesses and administer the oath. Sorry, sorry that was not communicated to me. Council Member Narcisse has a question please.

COUNCIL MEMBER NARCISSE: Good afternoon and I apologize because I was scheduled for two Committee hearings at once, so I had to be over there and I had to come here. So, thank you for being here. Thank you Madam Chair. I always wonder with this bill right, if street hails are allowed, will this cause a rise in insurance for commuter vans? That’s one. I would assume so because I have been hearing a lot of complaining. I see somebody here talking about insurances. It’s hard to get when it comes to commuter vans. If they can - I mean, I’m assuming they can stop anywhere and now the insurance will be a problem. That’s one.

Uhm, insurance has been an issue for them for the past I don’t know how long because I’ve been seeing these young men in my office. I don’t want this to be an unintended consequence of passage of this important bill, so I would like for you to answer that before I ask my next question. A few questions. Anyone? Anyone?

LEROY MORRISON: The most important thing is in the Black and Brown community. The insurance is so high for us. We are small businesses and what I did, I took the fight to Albany. Just like the people upstate New York, they did a risk protection group last year, they haven’t passed. We introduced a risk protection group. Also, to lower the cost of the insurance in local New York City here. So, we all in the for-hire business can have affordable insurance.

I had that passed in the Senate but we didn't push it in the assembly but hopefully next year we can do it and with this bill that we have updated now in Albany, it will bring down the cost of the Black car insurance per transit, ambulette commuter vans. So, we are calling on upstate the governor to sign this one. It will lower the cost for every for-hire vehicle especially commuter vans because we were paying at least with the DFS, we are having a hard time and we have to say thanks also to the TLC Commissioner for part of this movement and it's been a movement and we're not going to stop and fight it until we get affordable insurance across New York City for commuter van for all for-hire vehicle across New York City who is going through this problem here. And that is the reason we are here also to; it doesn't raise the cost of the insurance because the street hail. It's just that we – the street hail, we've been operating for over 38 years and when we pick up a passenger, we've been getting harassment and treated like criminal. Some of us lose our life driving vans because when the police pull us over, they paralyze guys I know who died already and some of us get shot, we get stabbed, we get robbed. And then also, when the passengers come onboard they've been harassed also by NYPD because they get in the vans and we want to feel like we're first class citizens in America and we came to this industry with the American dreams but we're going to get the cost of the insurance down and I'm fighting for all for-hire vehicles, not only commuter vans to get affordable insurance across New York City and New York State and we're telling MTA we want to be partnership with MTA, not the guys on - because we fill a lot of gaps that MTA is doing and we would also take in the ridership that they left behind late at night especially if you're familiar with Brooklyn and the library, imagine a woman standing there coming from the library and turn her back to the park. She can get robbed and she can get raped. MTA cut their service at a certain time of night if you're familiar with Brooklyn, so we're trying to get the service up and running. Thank you so much Ma'am.

COUNCIL MEMBER NARCISSE: Thank you. Another question I have, right now do Uber and Lyft have representation right now if they're deactivated by any chance? I don't know if that question was asked before.

BHAIRAVI DESAI: There is no proc- I guess –

COUNCIL MEMBER NARCISSE: No process, okay.

BHAIRAVI DESAI: Well, the real issue is the process that exits is uhm if it's in partnership – we don't really know. It's a private partnership between Uber and their company funded union called the Independent Drivers Guild. What we do know if you go on the website is Uber says, Uber retains control over which drivers are even able to access that process. So, what we really need here is a process that is not controlled by the companies because your prosecutor cannot be your judge and jury.

COUNCIL MEMBER NARCISSE: I got you. I fully understood. Another problem that you just mentioned, which I'm with you with that because I take Uber; I'm an Uber user and uhm, it's just like not having an office, not having direct communication and if the driver decided to do something; I understand there's bad apples out there but sometimes the driver take things for granted.

So, I'm in agreement. I would like to have better access because if you're using, if you're a person that's using the company, you should be able to talk to someone and have communication. Because when you do it online, it's not the same thing as a person you can actually follow up. So, thank you for your service. Thank you for answering my question and thank you everyone and disclaimer, my father was a driver in New York City for many, many years and uhm Black car, Yellow cab and all. So, thank you for your service and all that, keeping New York City moving, appreciate you.

BHAIRAVI DESAI: Thank you.

CHAIRPERSON BROOKS-POWERS: Thank you. Okay, now thank you this time for real to the panel. Appreciate all of you coming out to - sorry we have to keep order in the Chamber. We will - I'll now kick it over to Counsel.

COMMITTEE COUNSEL: Thank you. I'm Mark Chen, Counsel to the Transportation and Infrastructure Committee of the New York City Council. Our next panel will be from the Taxi and Limousine Commission. Commissioner David Do and Deputy Commissioner for Policy and Community Affairs James DiGiovanni. And from the Department of Consumer and Worker Protection, Assistant Commissioner for External Affairs, Carlos Ortiz.

I will now administer the oath. Please raise your right hands. Do you affirm to tell the truth, the whole truth and nothing but the truth before this Committee and to respond honestly to Council Member questions?

PANEL: I do.

COMMITTEE COUNSEL: Thank you. You may begin when ready.

DAVID DO: Good morning Chair Brooks-Powers and other members of the Committee on Transportation and Infrastructure. I'm David Do, Chair and Commissioner of the New York City Taxi and Limousine Commission. With me today is TLC's Deputy Commissioner for Policy and Community Affairs, James DiGiovanni, and the Department of Consumer and Worker Protection's Assistant Commissioner, Carlos Ortiz. We thank you for the invitation to provide an update on TLC's regulated industries and welcome the opportunity to start a dialogue on the TLC related bills on the agenda.

As is typical when I've appeared before this Committee, I'll start with a general update on the TLC-regulated industries. As a whole, TLC-licensed vehicles now complete between 22 and 25 million trips per month, the highest level of activity since before COVID. In August of 2024, the high-volume sector that's Lyft and Uber completed over 18 million trips, about 90 percent of 2019 levels, and yellow taxis completed nearly 3 million trips, about 50 percent of the August 2019 trip count. Additionally, non-high-volume For-Hire vehicles completed 1.3 million trips in July of 2024, 71 percent of their 2019 levels.

Similar recoveries can be seen through other metrics including vehicle and driver counts. All the data I just referenced, and much more, can be found on TLC's new data dashboard called the TLC Factbook, reflecting TLC's commitment to transparency. I'd like to provide updates on several recent TLC initiatives and developments that I know are of interest to the Council, drivers, and members of the public. As we wrap up Climate Week, TLC continues to support the City's climate goals.

Earlier this week we released a new report titled Electrification in Motion, which analyzes data generated by the fleet of more than 10,000 EVs now performing trips and documents the rapid expansion of charging investments since the Green Rides Initiative launched in October 2023. Green Rides requires high-volume companies to dispatch exclusively to zero-emission or wheelchair accessible vehicles by 2030. I am pleased to report that we are already exceeding our 2025 benchmarks.

In August, almost 20 percent of high-volume trips were dispatched to EVs or Wheel Chair Accessible Vehicles. This is largely thanks to the EV-only FHV licenses issued in late 2023 and early 2024, over 90 percent of which went to individual drivers. As discussed in the report, Green Rides is already having its desired effect on spurring additional charging infrastructure, including more than 200 new fast-charger stalls from Tesla and Revel, DOT fast chargers being installed in the Bronx, and an upcoming dramatic expansion of DOT’s curbside Level 2 network in neighborhoods where TLC drivers live.

Another important regulatory change is the implementation of Local Laws 33 and 56 of 2024, sponsored by Council Member Farias, which allow for in-vehicle advertising in FHVs. TLC held a public hearing in August and, in response to public testimony and input from the Council, will soon publish revised rules for an additional public hearing. While the process for these complex rules has taken longer than anticipated, we welcome the feedback and look forward to opportunities to adopt the final rules.

As you know, one major concern in the for-hire industry is Uber and Lyft's restrictions on driver access to their platforms, commonly known as lockouts. As background, in 2018, TLC commissioned a report by labor economists Dr. James Parrott and Dr. Michael Reich on the need for a minimum driver pay standard for app-based drivers. The report revealed that 85 percent of drivers were earning less than minimum wage; 80 percent of drivers bought their vehicles to drive for those platforms, taking on significant personal expense and risk; and driver earnings were declining. The report recommended a per-trip driver pay standard on time, distance, and a utilization.

The Council then passed Local Law 150 of 2018, directing TLC to establish such a pay standard. The utilization rate, or UR, part of the formula is vital but also, frankly, has proven the most challenging. The UR is the percentage of time drivers spend transporting passengers. If a driver works for eight hours but only transports passengers for four of those hours, their UR is 50 percent.

Drivers are only paid for trips, so the UR is used as a multiplier to compensate them for all their working time. For example, if a driver would have been paid $10 for a 30-minute trip, but the UR is 50 percent, that $10 is multiplied by two and that driver must be paid $20 for that trip. The lower the UR, the more the companies must pay their drivers. This incentivizes the companies to adequately manage their driver pool and keep drivers busy. What we have seen is that instead of long-term driver supply management, not onboarding new drivers, the companies added new drivers to their platform, and then periodically locked them out of the platform to increase their UR. In other words, the companies used periodic lockouts to avoid paying drivers more. This is unfair to drivers and defies the intention of TLC's rules and the underlying Local Law.

In July, we were able to get the companies to end Uber's lockouts by Labor Day, increase Lyft's UR to 50 percent annually, and end both companies' onboarding of new drivers. We viewed this agreement as a short-term solution to get drivers immediate relief while TLC crafted a long-term answer in the form of rules. And the agreement has worked: Uber's lockouts have ended and the companies are not onboarding new drivers, we plan to publish new rules to ensure that drivers are paid and treated fairly. I am looking forward to a robust public rulemaking process as we gather feedback from drivers and other stakeholders. I will turn now to the commuter van sector and its important role in the transportation network of many of our outer borough communities. There are currently 35 commuter vans, down from 215 in 2019. The primary issue faced by the commuter van industry is the high cost of insurance that meets state-standard coverage levels. As one way to address the high costs of state legislature allocated $11 million to the Commuter Van Stabilization Program, which is managed by the Empire State Development and offers $40,000 to commuter van operators to offset insurance costs as funding to reimburse safety equipment upgrades such as dashboard cameras and driver assistance technology.

We worked with ESD on this program and on industry outreach. I encourage our licensees to apply to the program and former licensees to renew their TLC licenses to be eligible for these funds. TLC will continue to provide guidance to state agencies and elected officials as ideas and approaches are presented to address insurance issues in the commuter van sector. Another significant issue facing TLC-licensed industries is the financial condition of American Transit Insurance Company, which insures about two-thirds of TLC licensed taxis and For Hire Vehicles.

Earlier this month, the New York State Department of Financial Services, which regulates insurance providers, released a regulatory report on American Transit's financial condition, detailing their insolvency. The report also explains that this is not a new issue; the company's insolvency has been well known by regulators, policymakers, and others for over 40 years. While insurance is a significant expense for TLC drivers, American Transit essentially offered rates lower than their competitors by operating at a loss, which stifled competition.

DFS is working diligently to address this issue with stakeholders, but a comprehensive approach, including legislative action, is likely needed to ensure the long-term stability of the for-hire insurance market. Most importantly, American Transit is continuing to provide insurance to TLC licensees during this critical period. I thank DFS for the collaborative approach they have taken on this matter and look forward to continuing to work with them and state policymakers to secure the long-term health of the taxi and for-hire insurance market.

Finally, you may have heard about recent developments in the lawsuit related to taxi accessibility. As ordered by the federal district court, TLC has proposed rules requiring all new taxis to be wheelchair accessible. Because this will have a major impact on the finances of the taxi industry, we will continue to work with stakeholders to determine how we can increase accessibility while ensuring continued economic viability of the industry. This brings us to the bills on the agenda, and I will start with the two bills relating to commuter vans. Intro. 939 would authorize commuter vans to accept street hails. Currently, TLC licensed commuter vans are only authorized to provide pre-arranged service. TLC supports this legislation as a way to align local law with common industry practices and increase options in communities underserved by public transportation. However, it may be helpful to specify within the bill the geographic areas where street hails would be permitted, for example only in the outer boroughs. Intro. 950 would increase the number of violations required to revoke commuter van licenses from three to six violations and increase the timeframe from six months to 12 months. Additionally, it would increase the number of violations required to suspend authorization from two to three in a six-month period.

So far in 2024, TLC has issued 47 safety-related violations to commuter vans, but zero to the licensed commuter vans. Because of the negligible number of violations issued to licensed commuter vans, the bill as drafted may not have its intended effect. We welcome additional conversations with the sponsor to better understand the bill's intent and history to determine what actions may be appropriate to address those concerns. Intro 277 would require taxi e-hail trips, such as those arranged by taxi apps Curb and Arro to pay drivers at least as much as they would have received from a traditional street hail trip on the meter. This bill would effectively reverse studies and rulemaking efforts dating back to 2018, when TLC first launched the Flex Fare Pilot. Under this Pilot, e-hail app companies were permitted to offer up-front pricing to taxi passengers, allowing taxis to compete with Lyft and Uber for customers, as up-front pricing is a key factor that contributed to the growth of app-based FHVs. Granting the taxi industry that same flexibility is vital to ensuring their long-term competitiveness. Importantly, taxi drivers can decline e-hail trips if they're not satisfied with the up-front price; the choice to opt-in is theirs.

E-hails now represent between 5 and 10 percent of taxi trips, a small but important supplemental trip source for the industry at a time when taxi trips are still at about half of 2019 levels. TLC also analyzed fare and driver pay data, finding that per-mile take-home pay was slightly higher for Flex Fare than the metered trips and that average Flex Fare trips are longer than metered trips. Following our public hearing in response to stakeholder feedback, TLC also analyzed the driver pay data in alternative ways, finding that on trips with similar origins and destinations, Flex Fare trips paid slightly more than metered trips.

Based on all this analysis, and because Flex Fare is a small and optional part of the taxi sector, we determined that it would not be appropriate to impose additional fare or pay requirements on taxi e-hail trips. Instead, we will continue to monitor Flex Fare's impact on the industry and may adopt additional requirements in the future as needed. Requiring e-hail trips to pay at the metered rate would harm taxi competitiveness and likely cause customers who prefer app-based dispatch to avoid the taxi industry altogether, reducing taxi trips by up to 10 percent and moving millions of dollars in revenue from taxis to Uber and Lyft. For these reasons, TLC opposes this bill.

Intro. 276 would prohibit high-volume companies from deactivating drivers without just cause or a bona fide economic reason. The Department of Consumer and Worker Protection, who would oversee this process, supports Intro. 276. Arbitrary or unfair deactivations are financially devastating for app-based workers, as DCWP is well familiar with in the food delivery worker context, where they likewise support deactivation protections. Ultimately, DCWP's goal is to create fair labor standards for all that build upon past models of success and that have been stood up by workers and their advocacy organizations. The Administration looks forward to working with the Council and stakeholders to create standard deactivation protections for these workers.

Lastly, Intro. 323 would require TLC to establish maximum rates for leasing, rentals, lease to own, and conditional purchases of for-hire vehicles. TLC recognizes the burden of high leasing costs, which is one reason why we targeted the issuance of new EV licenses to individual drivers, and why we have adopted FHV lease transparency rules. We are also currently conducting a study to ensure that our driver pay rules align with current operating costs, including lease costs.

While TLC does regulate lease rates for taxis, differences between the sectors make setting FHV lease rates much more challenging. Makes and models in the for-hire sector are far more diverse than in the taxi sector. Unlike taxis, the FHV industry relies on a wide range of vehicle types to offer a variety of different services to passengers, from standard trips in compact sedans to premium services in luxury vehicles. Depending on their target market, a recent survey of drivers revealed that some may spend $40,000 on a new car while others may spend well over $100,000. Determining the appropriate lease rates for such a wide range of vehicle types, makes, models, and years would be incredibly challenging, especially because lease prices typically include insurance, maintenance, and other costs that are difficult to capture.

There is also much more variation in leasing arrangements in the FHVs sector, from lease-to-own and conditional purchase arrangements to informal short-term lease rentals between drivers, each of which would have to be addressed with distinct regulatory approaches. While we are open to exploring additional ways to reduce the burden of leasing costs on drivers, we do not believe that establishing maximum rates is the best approach. Thank you again for inviting me to provide an update on TLC-regulated industries, address recent developments, and offer the Administration's position on the proposed bills.

We look forward to continuing to work with you to ensure that New Yorkers can rely on the City's for-hire industry. I am now happy to answer any questions you may have.

CHAIRPERSON BROOKS-POWERS: Thank you. I'm going to give an opportunity for Council Member Louis to ask her questions first. Okay, so let's talk about the July agreement on the lockouts. On July 31, 2024, the Mayor and yourself announced that the city had secured agreements with Uber and Lyft to drastically reduce lockouts. What specific commitments were made by Uber and Lyft in regards to reducing lockouts and how will these commitments be tracked?

DAVID DO: So, it was a three-prong approach. What we wanted to do Council Member was to ensure that we had an effort that provided relief for drivers immediately. A standard rule making process could take months, often times more than several months. And so, we wanted to make sure that we could provide relief for those drivers who were impacted by the lockouts immediately.

One, it would end lockouts, which it has and continues to do. Require Lyft to have a minimum utilization on an annualized basis of 50 percent and the other part was that they would not onboard any new drivers and ensure that current drivers are busy before onboarding new drivers.

CHAIRPERSON BROOKS-POWERS: Thank you and I would also like to recognize Gotham Professional Arts Academy from Council Member Crystal Hudson's District who has joined us today. Welcome, we hope you enjoy yourself at City Hall.

Were any of the agreements that were made or commitments memorialized in any formal documents?

DAVID DO: Yes, there was a formal document from Lyft dated in July to provide their assurance that they would reach 50 percent on an annualized basis.

CHAIRPERSON BROOKS-POWERS: Can you share those documents with the Committee?

DAVID DO: We can.

CHAIRPERSON BROOKS-POWERS: Are there any penalties or consequences if Uber or Lyft do not meet their commitments?

DAVID DO: Yeah, so one of the ways that we're looking at this is that we're working with our stakeholders, including our advocates to ensure that we have the correct rule making process in place and we're going to take on a rule making process despite this deal right. What I wanted to do was ensure that we work with Uber or Lyft and many of the drivers because what I heard from hundreds of drivers is that they wanted immediate relief from this and what we able to achieve was immediate relief for our drivers but that doesn't preclude us from issuing new rules and we are working on them as we speak.

CHAIRPERSON BROOKS-POWERS: Thank you for that. Now how long has Uber and Lyft agreed to pause onboarding new drivers and when would it be appropriate for Uber and Lyft to begin onboarding new drivers again? Is there a utilization rate threshold? You have an eye on it all?

DAVID DO: As part of the agreement, they cannot onboard but it is indefinite and we want to look at memorializing some of the things within the agreement permanently like, not onboarding new drivers until there's a certain utilization rate. Again, this is all delivered Council Member and we haven't finalized where we are yet but one of the main aspects of this is to resolve the lockout issue in perpetuity.

CHAIRPERSON BROOKS-POWERS: Now, Uber's commitment to reducing lockouts is contingent on Lyft reaching a 50 percent utilization rate. If Lyft does not reach that rate is there anything preventing Uber from reinstating their policy on lockouts?

DAVID DO: Yeah, like I said, that we're working on rules to make permanent some parts of those agreements but also additional rules to ensure that we protect driver pay and then also ensure that hopefully in the future, that loopholes like the ones that they have taken advantage of are close.

CHAIRPERSON BROOKS-POWERS: I know you said the rules are still being worked out but will there be any changes to next year's utilization rate calculation to offset the impact of Uber and Lyft's lockout policy from the first half of this year?

DAVID DO: We're looking at ways where the new rules may address that.

CHAIRPERSON BROOKS-POWERS: While the agreement with Uber and Lyft is a step in the right direction, it's ultimately a short-term solution to the larger problem of driver lockouts. What specific long term solutions is TLC and the Administration working towards to eliminate driver lockouts? What specific long-term solution is TLC and the administration working towards to eliminate driver lockouts and when the agreement was announced you stated that there was a robust rule package designed to disincentivize access restrictions. Can you describe what those rules would do and when the rule making process will actually begin?

DAVID DO: Yeah, I know that there have been a lot of pain for drivers during the couple of months that there were lockouts. And so, that is why we are not only working with our advocates to looking at what they have put in front of us but our own rules to ensure that lockouts hopefully are a thing of the past. What we're looking at is one continuing onboarding restrictions, providing flexibility to drivers and ending overall lockouts. This is something that I know is incredibly important to many of our drivers but there is a very delicate balance in terms of the utilization rates that we need to be aware of because that utilization rate increases driver pay. And so, we're looking at that aspect as part of the solution as well.

But our advocates have come up with a real meaningful solutions that I am examining diving deep and ensuring that we look at it deeply so that we can have the best rule package available. We hope that we can get the rule package out by the end of this year.

CHAIRPERSON BROOKS-POWERS: Thank you. I want to pivot to Green rides, EV for-hire vehicle applications. How many new licenses were given out last year when the EV for-hire vehicle applications were open?

DAVID DO: There were about 9,700 applications. We gave out about 8,700 and 93 percent of those went to individual drivers.

CHAIRPERSON BROOKS-POWERS: What's the percentage?

DAVID DO: 93 percent went to individual drivers.

CHAIRPERSON BROOKS-POWERS: Have all applications been processed?

DAVID DO: We were very proud and I thank our TLC licensing team for processing many of those licenses within a three month period, four month period, excuse me.

CHAIRPERSON BROOKS-POWERS: What type of outreach was done to mitigate any negative impacts of the opening and quick closing of the application process?

DAVID DO: Yeah, so as part of the litigation, we were required to close it in a 96 hour period, right.

About four weeks before that we opened the licenses, only about 2,500 applications were applied for and then overnight, there was about 7,500 applications. And so, we had a period where the judge recognized that it was Veterans Day to ensure that not only the public would know about the closure, we communicated that to the communities and then the industry itself communicated to itself about that closure and we saw a rush of 7,500 applications in the 96 hour period before we had to close it on that Monday at 9 a.m..

CHAIRPERSON BROOKS-POWERS: And did the influx of additional EV for for-hire vehicles result in pressure on the utilization rate that might have led to the lockouts?

DAVID DO: Yeah, that's a very good question and in short, no. Many of the drivers were already driving. They were in leasing arrangements right? And so, they moved from having to lease upwards of $425, upwards to $900 a week to now owning their own vehicle and being able to own their own business and drive in New York City.

CHAIRPERSON BROOKS-POWERS: In going forward, how do we manage the driver ecosystem to balance the interest of new drivers or add EV's and wheelchair accessible vehicles while also reducing empty cars on our streets and supporting driver pay?

DAVID DO: Yeah, so one of the main issues that I think we need to reflect on was that Uber and Lyft were onboarding thousands of drivers as of late last year and even early this year, right? Despite not having enough trips out there. And so, what we're doing is we're looking at ways to limit onboarding of new drivers and ensuring that our existing drivers have enough jobs before we allow for Uber and Lyft to onboard new drivers. Again, like I said, it's a deliberative process. We're looking at many ways that would assist us with this but it is crucial that we take a lot of time to think about how it would impact the overall infrastructure of driver pay and the industry.

CHAIRPERSON BROOKS-POWERS: And in terms of the For-Hire Vehicle License Storage program, during the COVID-19 pandemic, the TLC created a for-hire vehicle license storage program to provide relief to license holders who could not afford to maintain their vehicles during the pandemic. That program ended in August of last year. The TLC has now established a short-term storage program that allows a licensee to put their license in storage once every two year renewal period for up to 90 days. Have you done a retrospective on this long term storage program and do you believe that it was successful? Are there any lessons that we can learn from the implementation of the program that we can apply going forward? Particularly in respect to the new short-term storage program?

DAVID DO: We wanted to ensure that driver’s with the 90 day period to have flexibility, when they travel abroad, when they have medical appointments, when they have long term you know other commitments that they have the flexibility to put their license in storage. What we did not want folks to take advantage of this program, where the big leasing companies putting their vehicles into storage and not putting them on the road to ensure that drivers not only have options for those vehicles. And so, that was the intent of the overall rules to ensure that drivers had access to these vehicles and not that the big leasing companies would be able to take advantage of that. However, we also had the flexibility built in for our drivers so that they could put their licenses in storage and I have not heard of many cases where there have been concerns about the new storage program.

CHAIRPERSON BROOKS-POWERS: Thank you for that and why was the decision made to limit the short-term storage program to only one use per two years. Like, what happens if there's an emergency? Which we all know happens more frequently at times more than once every two years.

DAVID DO: Yeah, we believe that in a 90 day period, over two years works for most if not all of the for-hire industry. Again, while passage of this rule, I heard some concerns but I haven't heard additional concerns since the passage of this rule. We think it strikes the right balance but we're always welcoming I think feedback from the community to make any program a little bit better.

CHAIRPERSON BROOKS-POWERS: And how many driver's make use of the short-term storage program each month? What's the average number of licenses in storage?

DAVID DO: I don't have that information right in front of me Council Member but we'll definitely get it and hopefully we can it at this hearing so we can provide it to you.

CHAIRPERSON BROOKS-POWERS: Thank you. And so far, do you believe the short-term storage program is a success? Do you have any intention to expand the program or loosen its requirements?

DAVID DO: Like I said, we're always looking at our industries feedback to make our programs, our rules a lot better. I haven't heard a lot of push back besides from when we passed the rule but I'm focused on ensuring that drivers have options especially when they're traveling abroad or you know having medical appointments that take them out of service or any other way to assist our drivers in their time of need and provide more flexibility.

CHAIRPERSON BROOKS-POWERS: Thank you for that. Next, I'm going to pivot to commuter vans. So, commuter vans, as I have said many times are vital in outer borough communities providing an affordable and reliable transportation option in transit deserts. However, the number of commuter van basis drivers and vehicles have dramatically decreased in recent years. As you mentioned during your testimony, the number of licensed drivers and licenses bases have suffered a similar drop. You mentioned state mandated insurance coverage as the primary issue facing the industry.

Just for clarification, do you mean that this is a current issue or did you mean that this was a primary cause for the collapse of the industry?

DAVID DO: Like I said in my testimony, we're broadly supportive of ensuring that there's a continuum of different transportation options within all five boroughs of New York City. Commuter vans played an important role in many of our communities. I know and I've heard of stories where many students might be in Southeast Queens but had to take a bus so that they can get to their subway station and get to Manhattan for their school. These are important stories that I hear about and so, the health of the commuter van industry is something I'm keenly aware of wanting to ensure that there are options for our outer borough residents.

Look, it is extremely devastating right that insurance has been so high for our commuter van industry but what we know is that with state programs like the $11 million dedicated to commuter van insurance implemented by ESD is helping commuter vans get back on the road. We know that $40,000 subsidy with in vehicle telemetrics and in vehicle help to provide some of that security so that they can get cheaper insurance rates is going to help the industry as a whole. And so we're here to be supportive of the commuter van industry.

CHAIRPERSON BROOKS-POWERS: What other issues in the TLCs opinion stand in the way of rebounding commuter van industry and what can we do to smooth the way for them?

DAVID DO: Yeah so like I said that we are going to try to implement the $40,000 in grants for the commuter van industry and in fact, we have been working ESD on a regular basis. They just released the applications for commuter vans and I hope that every single commuter van who was previously active can reach out to the TLC so that we can get them active again, so that they can participate in this program. Because as you've heard from Leroy, you know insurance can be anywhere from $40,000 to $50,000. A $40,000 grant is going to allow for a meaningful impact so that commuter vans can get back on the road.

CHAIRPERSON BROOKS-POWERS: And commuter vans are not easily replaced by taxi's or for-hire vehicles which are much more expensive or by buses that you know may not service particular routes but what are you doing to preserve this form of transportation for people who need it. How do you plan to address the challenges facing the commuter van industry?

DAVID DO: Look, I met with our commuter van associations including Leroy and Hector to ensure and learn about the challenges that are facing them. And what we have been able to do was work with them, work with the operators, learn about their challenges and make flexible changes and exemptions when we could to that. And so, typically if authorized commuter van base might not have any vehicles, we require them to put at least one vehicle right. The previous restrictions were much higher than that. If they have one vehicle associated with the authorization, we would work with them to renew that vehicle license and that base. And so, we are working internally at the TLC but also externally with the state to ensure that there is flexibility for our commuter van industry.

CHAIRPERSON BROOKS-POWERS: And has the TLC examined where these commuter vans are most concentrated? What kind of passengers do these commuter vans primarily serve and where the routes actually go?

DAVID DO: Yeah, commuter vans play an important role in transit deserts like you said. In Southeast Queens, in parts of Brooklyn. And so, we want to ensure right that there is a continuum of options. Beit Yellow Taxi, for-hire vehicles, transit, and even commuter vans to address any of the concerns that our riders face in all five boroughs. And so, I want to always provide more opportunities, more options for our residents instead of less options, right? And so, more options means residents can get to where they need to go faster and that is something that I think we should all be supportive of.

CHAIRPERSON BROOKS-POWERS: Thank you for that. Equally important in communities, especially Southeast Queens, is our public transit system, particularly the buses because we don’t have access to subways. We’re a two fare zone and some of the issues raised earlier by the prepanel was around the commuter van industry being a potential threat to the bus drivers and diminishing of service within these communities. Does TLC have any ideas in which they can help the commuter van industry rebound while still protecting the public bus network?

DAVID DO: Yeah, so I understand where our transit workers are coming from and make no mistake, I think that the industry has been impacted so hard. The commuter van industry has been impacted so hard, that there's only 35 licensed commuter vans in all five boroughs licensed through the TLC.

CHAIRPERSON BROOKS-POWERS: But if this bill were to pass, it would probably would you say increase that number?

DAVID DO: Of the Street Hail Bill?

CHAIRPERSON BROOKS-POWERS: Yeah.

DAVID DO: Uh, I can't say either way right? But that is something that the commuter van associations are going to have to be hyper focused on to ensure that not only the state help but the additional flexibility provides to them makes their industry grow. But there are protections right because any route has to be reviewed by DOT. But more so is that this common industry practice. That they pick up passengers at various block to block, corner to corner and so, this is just memorializing some of what they're already doing into the law.

CHAIRPERSON BROOKS-POWERS: Uhm, okay another question that came or another issue that came up in the prepanel that I was hearing also. I think it was from ATU's in terms of like the behavior of the commuter van drivers, which Mr. Morrison had indicated, that was not the case of the license commuter vans. How does TLC manage what's on the road in terms of licensed versus unlicensed? Because as we look to explore what legalizing the street hails look like, we're not trying to reward the ones that are the bad actors that impact the safety and access to the bus services. So, what has or can TLC do to address that?

DAVID DO: Yeah Council Member, enforcement is a key aspect of unlicensed commuter vans.

CHAIRPERSON BROOKS-POWERS: And enforcement is by TLC right or PD?

DAVID DO: Both by TLC and by PD. And so, we regularly work with NYPD to ensure that commuter vans are operating legally so that there are the protections of not only insurance but having a licensed operator, having a CDL operator. Following DMV state guidelines. These are all incredibly important and as I look through my data, in 2023 about 95; there was 95 summonses in total. Only five went to licensed commuter vans and so, what Leroy was saying is correct, that 90 of the 95 went to non-licensed commuter vans. As of this year so far, all 47 summonses to commuter vans went to unlicensed commuter vans, right? And so, I think for the most part, the licensed commuter vans are following the rules, the regulations, and the state traffic laws.

So, is there a shortage of resources why the enforcement is not able to kind of address the bad actors?

DAVID DO: Well-

CHAIRPERSON BROOKS-POWERS: Because I know I have some that are in Rosedale that are not licensed that do all types of things to people's property and I know they're not the licensed ones.

DAVID DO: Yeah, well thanks to Mayor Adams and the Administration, we were able to get 100 new TLC police officers. We're training our first class in two years currently and are going to recruit more officers and so, that is going to help us provide more attention to areas where we can be helpful to you. So, if you let us know about where they're operating, we will come out there and support you and your community. Yes, we're hyper focused on ensuring that non licensed commuter vans get licensed or not operate in New York City.

CHAIRPERSON BROOKS-POWERS: That is helpful and is there coordination with TLC and PD in terms of how to engage the commuter vans? What is actually legal versus not legal? What they should have and shouldn't have?

DAVID DO: Well, every unlicensed commuter van is - should not be operating, should not picking up trips and so, they need to go through the regulatory process that assures that not only do they have the proper insurance, the proper licensing but also the proper education so that they can operate as a commuter van. And so, as we see commuter vans with non- New York State plates or Pennsylvania plates etc., those are not operating legally on New York City roads. And so, we are going to be focused on ensuring that they do not operate.

CHAIRPERSON BROOKS-POWERS: Thank you for that and is the current rule prohibiting street hail something you enforce strictly? And if so, how many violations typically occur in a month?

DAVID DO: Uhm, yeah so we do enforce when we see it, right but again, with 100 TLC police officers growing to 200 hopefully soon, we will be able to pay more attention to this issue in partnership with NYPD but we work with every precinct to ensure that when we see that there is a higher number of certain issues and cases regarding commuter vans, we will address that based on constituent concerns, residents' concerns to ensure that you know they don't see that type of activity in their communities.

CHAIRPERSON BROOKS-POWERS: Thank you for that. I'm going to yield to Council Member Krishnan for questions.

COUNCIL MEMBER KRISHNAN: Thank you so much Majority Leader Brooks-Powers. Thank you Commissioner and I just have a few questions for you on Intro. 276. My first question is, uhm will this bill negatively impact any existing processes to deal with deactivation?

DAVID DO: So, I'll have I think Carlos answer that question. He's with DCWP who will be implementing this new law.

COUNCIL MEMBER KRISHNAN: Sure, thank you.

CARLOS ORTIZ: Thank you Commissioner. I think Council Member with respect to your question, our goal with this legislation is to I think build upon the successes of workers and worker advocates. Support existing processes that are out there certainly but ultimately create a fair standard for all workers in New York City in this for-hire vehicle space. I certainly was very appreciative of the remarks in your opening statements. To this point about other processes that are out there, I think that is the same intent that we have as an administration and we want to work with you on that as we go into the legislative process.

COUNCIL MEMBER KRISHNAN: So, just to be clear, would this impact any of the existing processes right now?

CARLOS ORTIZ: I think my plan is to ensure when we’re drafting that we’re not making any impacts unnecessarily. I think again, we want to build upon success, not walk back anything that workers and the advocates that have won for us.

COUNCIL MEMBER KRISHNAN: Got it. Do you have – or how many – sorry, one more question. Do you have any recommendations for the legislation?

CARLOS ORTIZ: Yes, I think Council Member, you know we’ve had a lot of experience now in the space of just cost protections for fast food workers. A lot of experience in the context of food delivery workers. I think there are certainly tweaks we might want to work into legislation around arbitration and making it a more efficient and effective process for workers who want to engage in that process. I think there's components of separation pay we think might be interesting that could help folks if they've been deactivated, unfairly deactivated. I think these would really help make sure that we are reducing the financial, devastating financial impact that an unfair deactivation could have. Or also we're just disincentivizing companies having to deactivate workers too.

COUNCIL MEMBER KRISHNAN: And finally, how many complaints or cases do you anticipate?

CARLOS ORTIZ: I think Council Member, you know I heard my colleagues from NYTWA mentioned something around 2,000 cases that they've worked through. I've heard numbers from other advocates of upwards of 13,000 cases a year on deactivation. So, I think we're looking at that kind of ballpark and for us, it's certainly helpful for that to be kind of flushed out in the record because you know we work very closely with OMB to identify resources that are needed and this kind of a caseload is definitely significant.

COUNCIL MEMBER KRISHNAN: So, would it require perhaps funding or support resources, digital resources for DCWP?

CARLOS ORTIZ: Think that's part of the conversation we have to have particularly with this amount of cases that are being spoken to on the record.

COUNCIL MEMBER KRISHNAN: Okay, thank you. No further questions. Thank you.

COUNCIL MEMBER FARIAS: Thank you Council Member. Seeing no one else signed up, I have one question and then we'll move to public testimony. The Chair had asked about Green rides and the 8,500 EV licenses that we've already rolled out here in the city. I wanted to know if we had any data on how many of those vehicles have stayed on the road currently and if we have any percentage of folks that have gave up those EV licenses in the time being? I know we've had some difficulty with charging infrastructure etc., so just wanted to ask about that.

DAVID DO: Yeah, if I could step back and give an overall picture of where we are. We're two years ahead of schedule on our Green Rides initiative. You know the Administration goal was to get to 100 percent either wheelchair accessible or EV's by 2030 and we're hitting that mark. 19 percent so far are now EV or wheelchair accessible in terms of the number of trips.

Overall, we see that this has helped build additional infrastructure. Just yesterday Council Member, I opened up ten additional or I helped open up excuse me, it wasn't my charging but opened up ten additional fast charging stations in Manhattan. We – this initiative has spurred more infrastructure across all five boroughs and has potential to add additional infrastructure in the Bronx and so, we're very excited by this.

In terms of the EV, FHV numbers that you asked for, uhm, there were 10,243 EV's as of February 2024 and today, right despite not issuing any additional licenses, there are about 11,490. And so, what we have seen based on the regulation, is that many individuals are transitioning from an ICG vehicle or an Internal Combustion Gas vehicle to EV because possibly there is a lot more infrastructure out there. We have set up a taskforce to work with NYPA, to work with the New York and New Jersey Port Authority to build more infrastructure at JFK and at LaGuardia Airports and we're seeing that come to fruition so that the pain that driver's had to wait for last winter won't happen this year.

COUNCIL MEMBER FARIAS: Great and so do we have any data of folks that were initially given their EV licenses and then –

DAVID DO: Specifically on that, I'll get back to you Council Member and see where we are at that. I apologize, I don't have that number in front of me.

COUNCIL MEMBER FARIAS: Thank you so much. Thank you Chair.

DAVID DO: And Chair Brooks-Powers, there are currently 601 vehicles in storage, in the FHV storage program.

CHAIRPERSON BROOKS-POWERS: 601 currently.

DAVID DO: Yup.

CHAIRPERSON BROOKS-POWERS: Thank you. Okay, thank you to TLC and your testimony today and participation. I now open the hearing for public testimony. I remind members of the public that this is a government proceeding and that decorum shall be observed at all times. As such, members of the public shall remain silent at all times.

The witness table is reserved for people who wish to testify. No video recording or photography is allowed from the witness table. Further, members of the public may not present audio or video recordings as testimony but may submit transcripts of such recordings to the Sergeant at Arms for inclusion in the record. If you wish to speak at today's hearing, please fill out an appearance card with the Sergeant at Arms and wait to be recognized. When recognized, you will have two minutes to speak on today's hearing topics. Oversight TLC for-hire vehicles, commuter vans and other TLC licensees, Intro. Number 100, a local law to amend the Administrative Code of the City of New York in relation to the suspension of alternate side parking regulations on Losar. Intro. Number 276, a Local Law to amend the Administrative Code of the City of New York in relation to the wrongful deactivation of high-volume for-hire vehicle drivers. Intro. Number 277, a Local Law to amend the Administrative Code of the City of New York in relation to taxi cab driver pay for electronically dispatched taxi cab trips.

Intro. Number 323, a Local Law to amend the Administrative Code of the City of New York in relation to establishing maximum rates for the leasing, rental, lease to own and conditional purchase of for-hire vehicles. Intro. Number 939, a Local Law to amend the Administrative Code of the City of New York in relation to allowing commuter vans to accept hails from prospective passengers in the street.

Intro. Number 950, a Local Law to amend the Administrative Code of the City of New York in relation to increasing the number of violations required to revoke authorization to operate a commuter van service. Intro. Number 1021, a Local Law to amend the Administrative Code of the City of New York in relation to the suspension of alternate side parking regulations on Patriot Day.

If you have a written statement or additional testimony you wish to submit for the record, please provide a copy of that testimony to the Sergeant at Arms. You may also email written testimony to testimony@council.nyc.gov within 72 hours of this hearing. Audio and video recordings will not be accepted. We will call the first panel which will be former Council Member I.Daneek Miller.

I.DANEEK MILLER: Good morning Madam. Good afternoon Madam Chair and members of the Committee. It is great to be in the peoples house again and uhm, so I just after hearing TLCs testimony, I kind of just wanted to divert from what we were talking about because obviously they're either misguided or misinformed about what the commuter van industry really is at this moment and time and the services that they are providing and I would love to work collaboratively with them and the other agencies to ensure that that's happening but for him not to mention the actual mandated report that came out of the legislation, that we passed back in 2018, that required an annual review and reports of the industry around safety. That wasn't mentioned at all and quite frankly that was important as to whether or not you made a determination that this should be expanded. And also, I just want to mention, the first name basis of the industry folks is clearly where he's getting his information from.

And I do take offense to that something that we took nearly eight years to make sure that we were protecting the safety and integrity of communities throughout the city to pass that legislation, to see it under minded and be diminished in a way that not just the street hails may happen in an arbitrary way but also that the fines and penalties that were put in place be diminished as well. But you know what I really wanted to talk about and very briefly is that public transportation and that transportation was not being spoken about here today. It is a great equalizer. We do talk about transportation deserts are often communities of color and the impact that that has on there but transportation – what we're missing uhm is that there is an obligation by the city and the state to ensure that they're providing this public benefit equitably throughout the city. In the city that we see communities that have public transportation options or have new options such as ferries that are being subsidized at $12 and change per trip.

In other communities, their options are commuter vans, which are greatly underfunded that are not regulated and often times not providing the safe service. Clearly, it was also demonstrated that they don't provide, they're not ADA accessible. They're not accessible to those who would normally access fair fare programs and so forth. So, that is an equity that our community really is losing out on and I think in order for us to have equitable growth throughout the city, we have to talk about equitable transportation options.

As we move further, I think one of the testimonies whether 100 or ATU, talked about transportation funding. Transportation funding by the MTA, when the operation side is strictly by fare box, and anything that interferes with the fare box numbers that are coming in, the people that are captured by the fare box, diminishes the service that is provided.

As we talk about transportation equity and transportation as a great equalizer, uhm, there's been conversation about congestive pricing and as this Committee knows that if and when that is implemented, it is only for capital projects. Meaning that the operations of bus service is not going to be impacted by it. It is not going to get you a contract. It is not going to provide benefits. It is not going to impact the day to day operations. And certainly, I don't think that in our lifetime that we're going to see light rail or subways riding down Merrick Boulevard, Flatbush Avenue, Northern Boulevard, anywhere of these transportation deserts that currently exist.

So we have to look at you know common sense measures that really matter. One of the things is –

CHAIRPERSON BROOKS-POWERS: Sorry –

I.DANEEK MILLER: Okay, so we talked about very briefly and we've been working on the bus network redesign. I think those are areas that we can focus on and we could – but right now, we could have a conversation about what the industry, the commuter van industry does but to arbitrarily integrate them into bus stops and street hails, I think is a wrong move.

CHAIRPERSON BROOKS-POWERS: And I thank you for that testimony. I will say that I've heard consistently similar to what you shared in terms of the concerns in the bus route or below 96th Street and so, considering that you have a significant transportation background, I would love to hear from you like what could you see as a world where these two industries co-exist without diminishing? And I ask you this because as someone who has and continues to represent parts of Southeast Queens, you know first-hand what that ridership looks like. And then I do want to have a follow up question that I asked earlier and I didn't really get a clear answer, but when the commuter vans are not available, do you see that the majority of those riders go to taking a bus or do they go into their personal vehicles?

I.DANEEK MILLER: Well, no, I think that those who travel into the city or into other boroughs for work are probably using New York City or public transportation just in general. Yeah, just short of it yeah. I think they're taking public transportation as an alternative, not necessarily an alternative means but what I would envision, what I think has not been captured is that uhm, there are communities that are truly transportation deserts for a plethora of reasons, logistics and otherwise. Someone like the Rockaways and so forth, like that. I think whether or not we're leveraging this conversation around greater transportation, public transportation options but in the meantime, could we see something like that you know in there but in terms of where routes already exist which I think is a task of DOT, is to look at the existing routes in the city, whether or not they are functioning efficiently. Can it be better? Could it be assisted by the vans?

And so, that's their job in licensing the vans is assessing whether or not they are not performing or providing the service in that area. So, if in terms of collaboration, I think DOT and their data collaboratively with the Transit Authority will really sort of dictate whether or not or where you know they could possibly operate.

CHAIRPERSON BROOKS-POWERS: And then I know like for example in Queens, we have the Queens bus redesign going on, which I'm hopeful that we'll still see some more changes. I'm concerned about one, diminishing of our bus services through it. Uhm, but also too, there are still pockets of the communities that still would not have a direct access readily where they could walk maybe a block and a half to a bus stop. And so, do you feel that in instances where the - when you look at the map and the bus redesign is still not capturing certain neighborhoods, that there is a way in which the commuter vans could be that connection to the buses? Because again, I know that -

I.DANEEK MILLER: At that point, so we're talking about creating what we got rid of 30 years ago, which is a two fair zone or putting a van to a bus to a train.

CHAIRPERSON BROOKS-POWERS: Well, some of the bus redesign creates a two, three fare zone now.

I.DANEEK MILLER: I would suggest that you get the MTA in here and have a hearing on the redesign and what that looks like. Often the routes that run throughout the City of New York, in particularly in the outer borough, they were old trolly routes and they haven't been changed in 75 years. They were industrial communities that are now residential and vice versa and so, you know this is really an opportunity to be better and they have an impact on communities, on industries in a way, I think it's really important to do that. But I wouldn't you know just throw out the baby with the bath water. That one thing should this or the other. I think that it's really important to finally have their ear and the resources and revenue behind it. But again, losing revenue at a time where MTA is hiring people to circumvent fare dodging and the rest of that stuff, but to give it away is really advocating their fiduciary responsibility of all, not just agencies but bodies of government, including the Council to make sure that we have the operating expenses and revenue that are going to allow them to serve folks efficiently.

And we don't want to do anything that take away from that. Is there a space for them to make money? I think that we have absolutely done our due diligence to incorporate commuter vans. Wherever we can, but in the daily operations of you know we want people to be safe and efficient. Mind you from an ATU perspective, that industry started in Staten Island brought them back and forth and they you know, crossing into Manhattan. It would do potentially great damage they talked about, industries nationally where corporations come and use policies and legislations such as this and run fleets on public transportation and we don't want to diminish that and see that in that way.

I just also want to say how much I do support Intro. 276. It makes all the sense in the world that you know collective bargaining, due process and discipline is a basic fundamental intended of labor rights and it just absolutely has to happen, so.

CHAIRPERSON BROOKS-POWERS: And I think you for that.

I.DANEEK MILLER: Yup.

CHAIRPERSON BROOKS-POWERS: Thank you. And also, I'd just like to clarify for everyone something that was stated earlier, so although no video recording or photography is allowed from the witness table, members of the public may record these proceedings from their seats but may not use tripods or obstruct walk ways. We'll have our next panel. Thank you.

I.DANEEK MILLER: Thank you so much and you know as always, I am available.

CHAIRPERSON BROOKS-POWERS: And we understand that there are some members that are signed up that will have to step away to pray. We will come back if we call and you're not in the room. So, just understand that too.

So, we'll next have Paul Sonn, Jeremy Moskowitz, Giovanny Ramos(SP?), Shahal Hawk(SP?), Ibrahim Zoure. Just come to the front. And please just introduce yourself before you speak, so we can have it on record as well. And I just want to make one more attempt to see if Michele Dulton of IDG is in the room, if so, you can come now as well. Okay, you can get started just please unmute your mic.

GIOVANNY RAMOS: Hi, my name is Giovanny Ramos. I come to plead to you to help me for my family because my car is deactivated. Over come to the market in New York City, I'm here to help all. Uh, when I first driver started driving Uber at the market. When I started Uber, I make a lot of money - a little money for my family then still when I see a lot of people come to the Uber driver, I know I make a lot of mistakes. Uber closed my account. We still have a balance - I bought my car and I have to pay the bills for my family. I have to pay mortgage and a lot of things in my bills for my family. Now, please do me a favor, please try to go back to driving Uber. Thank you very much.

CHAIRPERSON BROOKS-POWERS: Thank you.

IBRAHIM ZOURE: Thank you everyone. I just wanted to say thank you for the great mind that set this meeting today. For us be here to present our case. My name is Ibrahim Zoure. I'm a member of NYTWA and I drive for Uber and Lyft. So, I was deactivated by Uber in 2019 and put a great impact on me and my family because I could no longer provide you know the necessary basic that my family need. So, I find myself in a situation where I went to pick up a stranger and at that pickup location, I was blocked by another driver so I could proceed my journey to drop the passenger. So, I reached out to the driver of that car to find out if he was sleeping in his car. That's why he couldn't respond to my horn to move away. So, we engaged into a conversation. My passenger out of the vehicle came behind me and record the situation between me and the other driver and sent it to Uber. So, I was deactivated because of that. Six months after this situation happened, they waited six months to deactivate me. So, I reached out to Uber office to see if the problem could be solved. So, at Uber office, they referred me to IDG to solve the problem. So, when I went to IDG, so I was told by IDG member that my situation is critical and it had to be reviewed by the Uber headquarter. So, ever since I have never been able to have my account reestablished.

CHAIRPERSON BROOKS-POWERS: Thank you. I just ask if you could submit the rest of your testimony in writing.

IBRAHIM ZOURE: Okay, thank you.

JEREMY MOSKOWITZ: Hi, my name is Jeremy, I'm with Voyager Global Mobility. We run two of the largest rental, TLC rental fleets in the city, Buggy and Fast Track. We are weekly, no strings attached rentals. We do not trap drivers in long term leasing agreements. We're an important part of the industry. We're here so that people can go on vacation for two or three months abroad. They can save their expenses if they get deactivated or find themselves in other trouble. We do whatever we can to help drivers who are deactivated, involving giving any documents that we have, payment history, contracts, whatever we can do. Sometimes we'll get calls from the IDG or from Uber or Lyft. We're here today in terms of your overall oversight of the TLC to request that you sincerely focus on the insurance storm that is about to hit. We manage our insurance responsibly. It's built into our very fair rental pricing. We have a large array of nice vehicles that are fully covered. We manage our insurance responsibly. We've never been late on a payment. We pay out claims. With American transit, if one of our driver's gets in an accident with them, I will fax a claim over. I will wait two months. I will never get paid. It's a shame that everyone has known about this forever. That they have let drivers get on with low premiums so people aren't managing their finances responsibly.

The other major players Harford and Mia are not that much better and so, this is a storm that's brewing. We commend what the larger Council or Committee or City Council discussed on changing the insurance rates. But before any conversation about rental prices or the government regulating rental prices, the city needs to get a real strong handle on the insurance industry and its major effects on drivers, as well as interest rates borrowing for people who are buying their cars, etc.. Thank you.

CHAIRPERSON BROOKS-POWERS: Thank you. Thank you to this panel. The next panel we'll have is Mohamed Mohamed, Dennis Addison, Saif Aizah, Bamba Diakite, Walter Hurdle. We ask that you just introduce yourself at the start of your comments and uhm, we ask that you hold it to the two minutes because we have a lot of people signed up today to testify.

MOHAMMAD ALI AWAN: Hi, my name is Mohammad Ali Awan and I drove Yellow cab for 26 years and then switched to this promise land they call Uber and Lyft because we thought the life was going to get a little bit better but it's not. This company have enormous kind of like control on the driver. They can deactivate any time they want and we are deactivated for a very long time. It's impacted our life and our families life and this is just like staying on top, like government of the people, by the people. So, we are the people. So, we need the help from the City Council and the members and the Chair to please just like make the regulation to stop this deactivation for like unknown time and forever. This should be like that because like we are the one who are sitting on this hot seat driving for hours and hours and burning of our fuel. We're paying for all the expense of the car.

This company Uber and Lyft and other app companies, they have nothing. They are just, in reality they are just the connecting companies. They are connecting us with the passengers. That's all they do but they make all the rules and they control everything. It shouldn't be like that so City Council and the Taxi Limousine Commission should become some kind of like the regulations to stop this nonsense deactivation. Thank you.

CHAIRPERSON BROOKS-POWERS: Next.

BAMBA DIAKITE: Hi, my name is Bamba Diakite. I do taxi drive long time. Okay, before I talk about - I got my own program that I think in my program, I got a lot of drivers now in the hospital and their home. If I wake up morning, because I got a lot of children. I got a lot of family.

Uber locked up. This is not fair. If I wake up, I'll go see them. Before you talking your problem, okay. I started Uber 2019. Uber closed me. Uber closed me. Nobody complain me, Uber closed me because they say my points is low. I go once in the Bronx Uber office. They tell me go take a class. The teacher see me and say man, you don't have problem, your points is good. I say Uber closed me because of my point is low.

Okay, IGD, I see IGD. IGD take $10 my bank account. They say you now have big problem. Uber have to open you. I say okay. Every month IGD take $10 of my money. How many times they don't do nothing. Uber don't open me. You see, I got a family at home. Taking my money IGD, it don't do nothing. After that, [INAUDIBLE 02:31:51]. They have taxi alliance office there. I go to taxi alliance office there, I talk to them. I say I got a problem. My friend have problem too. Uber closed me. Uber closed me because of my rating is low. I said, nobody complain me but Uber not open me. I got a big family, a lot of family. Uber don't open me.

Okay, pulled up, Uber customer, they picked me. Uber don't do nothing. Thank you.

CHAIRPERSON BROOKS-POWERS: Thank you.

WALTER HURDLE: Good morning. My name is Walter Hurdle and uh I am in the industry for six years with the New York Taxi Workers Alliance for two and half years. I was unfairly deactivated by Uber and as a result, I lost $1,200 a week. They are so called three strikes where in the first situation, uhm during COVID, I had a mask on my mouth but not on my nose. A customer complained even though I had a petition in my vehicle, I got an email from Uber who said, any further allegations of this nature you will be removed from the Uber platform.

The second time was with a mounted phone, you get rides when a next ride before the first ride is finished. You have to interact with your phone. I got an email from Uber. A customer said you was using your phone. They said again, any allegations of this nature can result in removal from the Uber platform. The third time was a young lady. It was 3:00 in the morning and I said, ma'am I'm just going to wait for you to get inside before I drive off. I don't know why she took it the way she may have because I felt like my responsibility doesn't end when I close the app.

That humanity takes over and if something were to happen to this passenger, I need to interact. The $60,000 I invested in my vehicle for my "partners" Uber and Lyft, is now a burden now because even though I have to make my car payment, my insurance payment, my rent whatever, my bills don't stop. This deactivation process with Uber, Intro-

CHAIRPERSON BROOKS-POWERS: Thank you. If you have anything additional, you can submit it in writing sir.

You have to turn on the mic sir. Could you just let us know your name as well?

DENNIS ADDISON: Good morning, my name is Dennis Addison. Thank you so much for making this possible at the hearing. I have been in this business now for six and half years and a member of the New York Taxi Alliance as well for two and a half years. I've been unfairly deactivated by both Uber and Lyft and weekly, I make over $1,600. And since Uber have deactivated me, it was very much unfair for me and my family. I have a vehicle that I invested in in over $65,000 that I had to pay for that. My insurance, fees and other the different things that I have to pay for maintaining my family.

It’s been so difficult since then, losing my job from Uber and Lyft because of the deactivation. Lost my vehicle. Don’t have any income coming in. It has been so difficult for me and my family. The deactivation is solely – is really unfair to drivers like myself and the panel here is testifying the same thing.

We would like to see if this independent department can really step in and help us because we know that it will lift the burden off of us to some degree but at the same time, we can make ends meet. It’s not easy dealing with passengers who lie and say different things about driver’s like myself and others who are working so hard. And all of a sudden, you become deactivated. All because what? Uber listens to these passengers to get free rides because of what they say. They don’t even take into consideration us the driver's. We are completely mute. We have no say. We have no comment in anything whatsoever. So, please, if you can listen and hear what we are saying? It is greatly appreciated by all of the drivers and Uber and Lyft.

CHAIRPERSON BROOKS-POWERS: Thank you. I believe Council Member Krishnan has a question for the panel.

COUNCIL MEMBER KRISHNAN: Just one question, especially for the last two driver's that testified. Did you, when you were deactivated, did you try the IDG process? What happened in that process? Did you reach out to the company?

DENNIS ADDISON: I'm sorry, when I go to Uber office and I called them and I called them and I plead with them, I called them every single day, go down to the office every single day to no avail, we cannot help you. Try this, try that. They didn't give me no kind of warning. They didn't give any kind of leeway like what they are saying.

CHAIRPERSON BROOKS-POWERS: Just for clarification, he is asking about going to IDG through their process, not Uber.

DENNIS ADDISON: They're no help. They just take my money and just say that they will try to help me and nothing. They charge my credit card every given month because of fees and all that stuff and I had to put a stop to it. IDG ain't helping me. They're not for me.

COUNCIL MEMBER KRISHNAN: And so, did you hear back after you tried to go through the process?

DENNIS ADDISON: Nothing. It's like this. Knock, knock, knock, deaf ears.

COUNCIL MEMBER KRISHNAN: So, have you heard anything from the IDG process or from the app company?

DENNIS ADDISON: The app company, nothing. At this point, I'm at the mercy right now thanking you for listening to what I'm going through. Nothing. I wish someone could say something to me to let me know what's the way out. I have not gotten no response.

COUNCIL MEMBER KRISHNAN: Thank you.

CHAIRPERSON BROOKS-POWERS: And just for my own clarification, when you say your card is getting charged each month, are you talking about your union dues or are you talking, what are you referring to when you say that your card is being charged?

DENNIS ADDISON: Yeah, it's a due that day. Say that in order for them to help you, you have to give them your credit card information for them to charge - for you to pay them every given month. I assume that's what it is but they didn't make it clear. After six months and I said and I can't continue because every time I go to them, they're not telling me anything. I go to the office when I call them or they put me on hold or whatever the case may be. They're not clear to me what's what and then when I get irate and go down to the office and not being rude to them. Irate because I'm upset that you're taking my money but not helping me. You say you're going to help me to reactivate my account, nothing.

COUNCIL MEMBER KRISHNAN: And so, you're still not reactivated?

DENNIS ADDISON: No, no.

COUNCIL MEMBER KRISHNAN: Sorry, you had to say what you're experience was.

WALTER HURDLE: Yes, I never went the IDG process because it was widely known that the IDG was funded by Uber. So, a lot of people you know don't trust them because it's like you're knocking on deaf ears and as far as the deactivations is concerned, even right now, when I go on my Lyft app, I can't work because I'm locked out. This is what happens every single day to all of these drivers. We're locked out all day long and they turn us on whenever they want to even though they call us partners. Thank you.

COUNCIL MEMBER KRISHNAN: Thank you.

CHAIRPERSON BROOKS-POWERS: Thank you to this panel. We'll call the next panel up. Yoden Thoden, Desmond West, Lateef Ajala, Josh Gold, Alpha Barry. Anthony Aybozo, Frank Haley, Shahal Udolin(SP?) and Carmen Cruz. And again for those who are praying, we'll just come back to those names afterwards.

YODEN THODEN: Thank you Chair and members of the Committee. My name is Yoden Thoden and I'm here to talk about Intro. 100, so thank you for allowing me to jump the line a little bit. I come from the Tibetan community in New York and we also have a lot of for-hire drivers in our ranks but I'm here to talk about Intro. 100. And thank you to Council Member Julie Won for sponsoring this.

So, I am a lifelong New Yorker, Tibetan, born and raised in Manhattan District 3. I raised my three kids here. I also have this strange distinction of being the first Tibetan born in New York and I also serve on Manhattan Community Board 5. So, I grew up in the city in the 70's and 80's at a time when the entire Tibetan community in the tristate area could literally fit in my parents living room. And it's been amazing to see in the last decades how our community has grown to now of tens and thousands.

So, I'm asking you to support this bill that would allow us to fully celebrate the most important holiday of the year for us Losar Tibetan New Year. This holiday is shared by all those who follow the Tibetan Lunar Buddhist calendar and we're now number 60,000 in New York City. We fill all professions and walks of life and we are also your for-hire drivers. The next time you get into a cab or an Uber or a Lyft, it might be one of us. Losar is our most high holy day and we request the recognition that we deserve in this great molting pot and mosaic in New York City.

CHAIRPERSON BROOKS-POWERS: Thank you. We just ask that you submit the rest of testimony.

YODEN THODEN: Thank you very much for your time.

CHAIRPERSON BROOKS-POWERS: Thank you.

DESMOND WEST: Good afternoon. My name is Desmond West, President of Royal Rose Transportation Commuter Van. I've been in the business for over 30 years and we go through strict regulations as a bus driver, medical everything. Mr. Miller was here before me and I think that some of his argument was very bias and uhm, I think what we are doing now, we're almost doing street ends now. So, it's only - we're only asking for it to be legalized so that we won't get any tickets for it because sometimes a person comes out. The bus just went by, the bus just went by and they need to catch the bus. We compliment the trains. Most of the vans, the commuter vans compliment the trains because it's a two fare zone. The people drive on the bus are free. The bus driver don't care if they are not - they pick up and they leave, so if the bus is gone, the only other alternative for riders to get to their job on time is to get on a commuter van and we are there for them. So, the street will be approved by the Board. Thank you.

CARMEN CRUZ: SPEAKING IN OTHER LANGUAGE[02:46:10]- [02:46:17]

INTERPRETER: Good afternoon. My name is Carmen and I'm a member of the New York Taxi Workers Alliance.

CARMEN CRUZ: SPEAKING IN OTHER LANGUAGE [02:46:21]- [02:46:35].

INTERPRETER: I've been working as an Uber driver for over 11 years and it's very important to me to have security in my work and not constantly live in fear that I could be fired at any time.

CARMEN CRUZ: SPEAKING IN OTHER LANGUAGE [02:46:47]- [02:46:55].

INTERPRETER: The law 276 would give us this job security, give us protection. It would also mandate that the companies give us 14 days' notice if they are to fire us.

CARMEN CRUZ: SPEAKING IN OTHER LANGUAGE [02:47:06] - [02:47:12].

INTERPRETER: We need this equitable process where drivers can be heard.

CARMEN CRUZ: SPEAKING IN OTHER LANGUAGE [02:47:18] - [02:47:25].

INTERPRETER: Additionally, 276 can help driver's against the economic losses that we're facing due to the lock outs.

CARMEN CRUZ: SPEAKING IN OTHER LANGUAGE [02:47:33] - [02:47:46].

INTERPRETER: This law would mandate progressive discipline and would you know force them to have a real investigation into what actually happens and it also would apply to lockouts.

CARMEN CRUZ: SPEAKING IN OTHER LANGUAGE [02:47:57] - [02:48:07].

INTERPRETER: I also think it's important to say in the deal between Uber and Lyft and the Mayor, this deal allows Uber to cheat the pay rules.

CHAIRPERSON BROOKS-POWERS: Thank you and I just ask that you submit the rest of the testimony in writing.

INTERPRETER: Since she was translating, can she finish her testimony? Have a little extra time.

CHAIRPERSON BROOKS-POWERS: Sure if we could just put another like 40 seconds back up. Just you're wrapping up now right?

INTERPRETER: Yes.

CHAIRPERSON BROOKS-POWERS: Okay.

CARMEN CRUZ: SPEAKING IN OTHER LANGUAGE [02:48:33] - [02:48:45].

INTERPRETER: We need a solution that not only ends locks outs but that raises driver pay to make up for loss of trips. Cheating the payrolls is why Uber started the lockouts in the first place.

CARMEN CRUZ: SPEAKING IN OTHER LANGUAGE [02:48:56].

INTERPRETER: Thank you.

CHAIRPERSON BROOKS-POWERS: Thank you. Sir.

FRANK HALEY: Hello City Council. My name is Frank Haley, I've been a TLC licensed driver since 2016. I work for Uber, Lyft, and I've worked for apps that dispatch MTA, Access A Ride trips. I'm here to support Intro. 276 hopefully that gets passed. Drivers need something to protect them. Like in unfair deactivations. We have absolutely nothing. I mean, any app or any client can make a story up, lie, recently I had a Lyft passenger just lie because you know she was in a rush. She wanted to get there quick, she wanted me to drive quicker. I told her no. To be vindictive she filed a complaint against me.

Lyft didn't even give me the date of the incident, so even if I have dash cam in my car, I can't even defend myself if they don't even provide that information. They don't disclose the time and date of the incident they're referring to and they can just come against you with anything and it's very hard for a driver to defend themselves. I was also deactivated from the MTA because they claimed I didn't take a drug test and I was never notified from the app companies and it was completely unfair. It was never disclosed that they would do random drug tests. Drivers are also not compensated for those drug tests and when they deactivate you have no recourse.

I did try to file claims with IDG. They, you know they have a website where you can submit claims. They didn't even get back to me. I opened a case, they gave me a case number, they assigned a steward but they never got back to me. You know they claim an 80 percent success rate. I doubt that's accurate. I mean this is very important. Drivers, they'll lose all their income right. We deactivate them. They have car bills to pay. As soon as you deactivate them, your right to poverty. I mean it's uhm, I'm asking the City Council to seriously consider pass this bill, drivers need these protections and it's long overdue, so I hope you pass it.

CHAIRPERSON BROOKS-POWERS: Thank you. Thank you to the panel. Next we will call up Naveed Paracha, Shamsur Rahman, Modibo Doukaru(SP?), Arvan Barbar, Mohammad Ali Awan, and Richard Ehone(SP?). And when you come up, we just ask that you state your name before speaking so we have it for the record and adhere to the two minute rule.

Bashiru Kamara, Yi Feng Chen(SP?), Charles Dorvil, Max Cheung, Suresh Chand(SP?), Wain Chin, Kara Klita, Akinwunmi Anthony Komolafe. You may begin taking the mic off mute and please state your name and adhere to the two minute rule.

NAVEED PARACHA: Hi, my name is Naveed Paracha, driving for Uber since 1990. Then I stopped and then I started again. Since permanently I'm working with them since 2018. Recently I was labeled with illegal driving and I did read to Uber while chatting and I end up artificial intelligence so then I talked to the verbally. They said they were going to dig into the issue within 24 hours. It never happened and I just want to know the reason because what was my mistake, what was the timing, what was the date but they obviously ignore it.

Finally, I rented an Uber office, green hub, make an appointment and they were surprised by themselves that the rider allegation was I did the short term. So, I think this should not be because of the deactivation. And secondly, they labeled me with a ride cancelation which is provoking a rider with intent to accept the ride but not to accept it. But this thing is created by Uber by itself. The reason is when we get to the ride, the place to pick up the ride in, the five minute time is started. After the five minutes, Uber offer us either stay would make - and in the meanwhile when the rider showed up, we clicked to start the ride. Then Uber send this message, the cancellation that you're doing purposely. It's not the driver.

So, I mean, I never had this kind of situation listening from the people of the deactivation. I couldn't sleep for two days and I never wanted to open the Uber app. It was very frustrating for me and it shouldn't be the criteria. Thank you.

CHAIRPERSON BROOKS-POWERS: Thank you. I just ask that you submit the rest in writing.

NAVEED PARACHA: Yes, that I will do.

SURESH CHAND: Hi, good afternoon. My name is Suresh Chand and I'm 30 years driving Yellow Cab since 1994. We have both in Bloomberg Administration that while medallion for $18,000 to $65,000. Now we have a lot of burden. We have not given fully given the loan from the bank and lender because Signature

Bank is out of business, bankrupt and the land, the new land that they don't give us, so I request the Councilman Shekar Krishnan knows this, all the story. Jack Schumer did this. MRP with the TLC but they must be forced to do this loan and we'll be, otherwise, we'll be out of business. We have this vehicle which cost $90,000. So, we don't want to sell. We don't sell any money from the city whatever but it costs too much increase now. We want the Flex Fare but what appears to us, if they want to charge some money, they charge the customer. We want our meter fare, what we used to have regularly. Thank you.

CHAIRPERSON BROOKS-POWERS: Thank you.

SHAMSUR RAHMAN: Hi, good afternoon. My name is Shamsur Rahman. I've been an Uber driver for more than ten years now and I never had an issue with Uber but recently this month on the 24th, I received a notice from Uber that my account is deactivated. They claimed that I did unsafe driving. So, in the last ten years, I never had any issue and right now they consider me as an unsafe driver and provided me with two dates, last month on the 2nd and this month on the 15th, they said I did unsafe driving but they're not disclosing the exact date and time because I do have dashcam in my car. So, if they don't give me the exact date and time, how can I defend myself?

So, I went to Uber office twice but they couldn't really help me out. They sent me to IDG. I went to them and they said to submit an application for appeal. But uhm, they told me that I got to wait at least three months to up to a year to get a decision on my appeal. And most of my riders are happy with me. I get tips but sometimes I do get some riders that always complain, tell me to make U-turns because I'm legal, then they do make false report. Some riders they ask me to cancel the trips so they could pay me cash which is illegal. I don't do that. They make a false report.

Sometimes I get so many riders. I'm allowed to take on four riders, up to four riders but when I don't take more than four riders, they are going to pile up into my car, they make false report. So, that's too many reports coming in from riders and Uber must give us reasonable time so we could submit the documents.

CHAIRPERSON BROOKS-POWERS: Thank you.

WAIN CHIN: Hello, my name is Wain Chin. I am a New Yorker Uber driver and I support the big stupid company to pay the meter fare rate. And also ask the city, uh for a bigger extension because my vehicle had to be wheelchair accessible and also, my loan, my current medallion loan is not restricted yet. My bank, I pay my bank $2,000 a month only on the interest rate and the new accessible vehicles cost another $1,400 a month. So, it would be better on me until you know my loan restriction with my current bank and we stay waiting for the city MIP for my bank to drain or a new bank to take over a loan.

So, until that time, you know I ask the city and TLC to extend our I mean retirement. So, I ask the TLC and city to extend our retirement and pay our loan restriction. So, otherwise I have to keep my medallion in storage and eventually do the bankruptcy. So, I ask extension for my vehicle operation and take my loan restriction. Thank you so much.

AKINWUNMI ANTHONY KOMOLAFE: Good afternoon Madam Chairman. My name is Akinwunmi. I started working with Uber in November 2018, almost a year after Uber deactivated my account and I got in touch with the support team to find out the reason why my account was deactivated and I was told a passenger reported out he or she felt unsafe in the car. And I asked the guy, I said, I'm going to ask you three questions okay and I need you to answer me. If you're in a car and you feel unsafe with the driver, would you wait to you get to your destination or would you tell the driver to stop you want to get out or you call the police, or the last option, you report to Lyft and Uber immediately. But you waited till you got to your destination and then make a false allegation. The gal was like well, I'm sorry, your account has been deactivated. There's nothing I can do blah, blah, blah, so that was it. This was in 2019. Now, the thing here now is this Intro. 276 is the only option of the drivers in New York, to have peace of mind and rest of mind. If not, we'll continue to go through this unlawful, illegal and unfair deactivation by Uber and Lyft. Thank you.

CHAIRPERSON BROOKS-POWERS: Thank you. Thank you to the panel. Next, we're going to call us Allison Langley, Mohamed Barry, Barry Mohamed, Tenzin Dorjee, Tsering Jupa, Pradhumma Rayamaijhi, and I apologize if I am not doing justice to your names, as someone with a difficult first name myself. So, please just say your name as you open up and forgive me.

ALLISON LANGLEY: Thank you. Good afternoon. My name is Alli Langley. I'm a Staff Attorney at the New York Taxi Workers Alliance. You've heard today and will hear more from my colleagues and the members of the New York Taxi Workers Alliance about the importance of passing Intro. 276. So, I would like to focus my testimony on two other bills before the Committee today. Intro. 323 and Intro. 939. Intro. 323 requires the TLC to implement lease caps for for-hire vehicles. Lease caps should be an uncontroversial regulatory tool. They've been an essential part of regulating the Yellow Cab sector and protecting driver pay for years.

Unfortunately, the TLC has failed to take any action and you heard that directly from them today. Even though they themselves have identified that these leasing arrangements are predatory and have a significant negative impact on driver pay. They alleged to be doing other things to support leasing – drivers who are leasing but nothing that they said held up today. They said they released the license, the EV, FHV licenses in part to support those drivers. They did nothing in that process to make sure that it was targeted at drivers who were renting so just flooded the market and actually harmed all drivers and increased all drivers income, which we're seeing in the lockouts.

Intro. 323 fixes this by mandating the TLC to set lease caps and it should be passed immediately. In addition, NYTWA opposes the passage of Intro. 939 which would give street hail rates to commuter vans. This would harm other for-hire vehicles in this sector including yellow and green cab drivers. The Yellow Cab trips simply have not recovered after the pandemic and taking more street hails away from them would really only serve to push drivers further into poverty. In addition, you heard from drivers about how their operational costs will be almost doubling because of a recent court order requiring that all new Yellow Cabs be wheelchair accessible vehicles. This is going to have a significant negative impact on drivers –

CHAIRPERSON BROOKS-POWERS: Thank you. I just ask that you submit the rest in writing but I appreciate your testimony.

ALLISON LANGLEY: Thank you.

TENZIN DORJEE: Thank you so much. Good morning. My name is Tenzin Dorjee. I work as a lecturer in political science at Columbia University. I'm here to support the bill to add Losar, the Tibetan New Year to the alternate site parking suspension calendar. Losar is celebrated by up to 100,000 people in the city if we include not just Tibetan's Mongolians, Nepalese, [INAUDIBLE 03:05:16], Sherpas etc.., but also thousands of others across the city who follow Tibetan Buddhism or the teachings of his holiness all against the Dalai Lama.

Now if you've ever been to a Losar celebration, you know it's like New Year's Eve, the Superbowl, Thanksgiving, all enrolled into one. It's a time for families to come together, honor our traditions, and start the year with hope and blessings but right now, when the clock hits 11:30 on Losar, instead of focusing on prayers and celebrations, we have to worry about where to move our cars. There's nothing like a parking ticket to ruin your New Year celebrations.

Many members of our community are essential workers. They are nurses, taxi drivers, social workers, small business owners who have kept this city going through the toughest times. They have risked their lives for all New Yorkers. They have fought the pandemic on so many levels. The least we can do is give them the peace of mind to celebrate Losar without interrupting their prayers, without having to rush out of a family gathering just to move the car to the other side of the street. Without having to spend a half an hour looking for a parking spot.

The bill, this bill is a small gesture respect and inclusion recognizing the rich, cultural tapestry that makes New York City the greatest city in the world. By declaring Losar a street cleaning holiday, we are acknowledging the contributions off a diverse community that has given so much to this city and we're saying your celebrations matter too. Thank you.

CHAIRPERSON BROOKS-POWERS: Thank you.

PRADHUMNA RAYAMAJHI: Hi, good afternoon. My name is Pradhumna, I live in Queens. I'm driving in New York City since 2015. First I started I drive in Yellow Cab, after that I switched to Uber and Uber and Lyft. And when I started in 2017 Uber, after a few months in the work, you know they deactivated my account because you know I had a confrontation with a customer. He came with a dog and he claimed his dog is a service dog but I refused because his dog was big and heavy. And that was not a service dog, there is no tag. A service dog has a tag and there's differently build right and then after Uber the next day, they deactivated my account. And I have a question, do all dogs, animals, are service animal we must take or just service animal? That's why they deactivated my account. Since 2017 to now, still my account is deactivated. That's my problem, thank you.

TENZIN DORJEE: Good afternoon Chair. My name is Tenzin Dorjee and I'm a father of two daughters and I'm a full-time stay at home dad and a part time Uber and Lyft driver. And since they started doing the lockout, it's been impossible for me to help my family and that is one of the reasons I am here and to also support the Intro. 276, which is going to help us drivers in the future. And also, support Tibetan, support the Intro. 100 for the Losar alternate. Thank you.

CHAIRPERSON BROOKS-POWERS: Thank you to this panel. Next panel we will call Josh Gold, we will call Sameena Syed(SP?), Hylande Pierre-Louis(SP?), Pasang Sherpa, Tenzin Phentok Lama, and Yanming Gong.

Ali Akbar, Ganesh Harry, Choudary Adnan. I'm sorry sir, you can't record from there. Tenzin Dorjee, Chhewang Lama. If we could get started Josh, just take it off of mute and say your name before you start. Two minutes please.

JOSH GOLD: My name is Josh Gold from Uber. I will focus on Intro. 276. First, let me clear, we do not deactivate a user because we want to, we do it because we need to and it's always a last resort. We do it to help ensure everyone who uses Uber can have a safe and reliable experience. This means that any user, not only drivers but also consumers and business partners can lose access if they violate our terms or community guidelines. Except for extreme situations like sexual assault, we typically provide education and notifications when incidents are detected and before we have to deactivate. We also let drivers know when their account is at risk of deactivation so they can take actions to improve and avoid it. At the same time, we know that some riders make false allegations and we put in place systems to identify fraudulent behavior and make sure false allegations are not considered when we deactivate a driver. Drivers can always dispute a deactivation and provide additional information and context through an in app deactivation review center. When drivers lose access to their accounts, it’s usually temporary due to expired documents, the TLC active list or other TLC regulations like maximum hours. Once the required document is approved or TLC compliance –

CHAIRPERSON BROOKS-POWERS: Please talk closer to the mic.

JOSH GOLD: Once the required document is approved or TLC compliance issues are resolved, account access is typically restored immediately. So far this year around one percent of drivers have faced a permanent deactivation. These deactivations were largely due to fraudulent activity and safety incidents. Drivers who are deactivated can utilize our in app review center where they can dispute the decision and submit any additional information and have a human review it. 95 percent of these cases are resolved within 72 hours of submission.

In New York City, drivers are also able to appeal through a process set up with the IDG and overseen by

AAA. While we believe existing processes are fair and thorough, we welcome a continued dialogue on legislation. I will submit detailed written testimony but wanted to share high level concerns with the bill as drafted. I was pleased to see that the DCWP testified that the legislation should apply to all FHB bases and medallion fleet owners. All TLC licensed drivers, not just high volume for our service licensed drivers should have the same standards and protections. The bill should focus on drivers who face permanent deactivation and would have otherwise been able to drive if not for the deactivation.

CHAIRPERSON BROOKS-POWERS: I'm sorry Josh, sorry, I just ask that you submit the rest in writing but I do have questions for you so that will give you another opportunity. The next person can please come off mute.

PASANG N. SHERPA: Good afternoon Council Members. My name is Pasang N. Sherpa. I have been driving Yellow Cab since 2005. I medallion owner/ driver. So, my loan is $430,000 and every week I am paying $500. My loan is owned by the OSK Bank. This bank is not participating with the city plan. So, I request you Council Member and TLC, to request that OSK Bank to participate with the city plan so we get relief from this struggling and restart the remaining loan for the medallions. So, it remains medallions not restricted of their loans.

Owners of 2000 medallion owners, they have restricted their loans, their engines, their lives, to be left behind. So, we request the result of these problems. Thank you. On behalf of this Committee, I'm talking so we are celebrating every year loss of these lenders and the loss of these. So, we request you to pass the bills to suspend outdated site, parking sites so we can celebrate our losses smoothly. Thank you.

CHAIRPERSON BROOKS-POWERS: Can you just repeat your name please for the record.

PASANG N. SHERPA: Pasang N. Serpa. I'm a United Serpa member.

CHAIRPERSON BROOKS-POWERS: Thank you.

PASANG N. SHERPA: Sherpa Committee.

CHAIRPERSON BROOKS-POWERS: Thank you.

PASANG N. SHERPA: Thank you.

HYLANDE PIERRE-LOUIS: Good morning, I mean good afternoon. My name is Hylande Pierre-Louis. I'm an

MTA bus operator, TWU Local 100. I've been driving for 21 years in Jamaica Queens and I'm here to talk about the dollar van drivers.

Okay, the vans are not held to the same safety standard of us MTA operators. They practice, they drive practice on faith making them a hazard to bus operators and the pedestrians. The dollar vans often pull over, suddenly stop, pick up passengers and create a danger and a safety to us operators that's coming into a bus stop. When they pulled in in front of us and just stop and pick up. The presents of them in Jamica Center contribute to the congestion, the frequent stop blocking traffic, the bus lane while we're picking up wheelchair or dropping off wheelchair or dropping people off with walkers and canes. It's a problem for us when they are standing in our bus stops. The bus lane also and that may come – like messed up with our schedules. So, uhm, the vans are now where – there not uhm what do you call it? They're not worrying about the traffic. They take red lights. They do everything they have to do. They drive there unsafe. They pick up in any unsafe location. We're forced to brake fast. Sometimes people in our buses, sometimes they fall down and we are the one that's facing the consequences and when we're out there in the nighttime, we do pick up outwards of like five to ten minutes ahead. So, we do pick up - sorry.

CHAIRPERSON BROOKS-POWERS: Thank you. No, thank you. I just ask that you submit the rest in writing.

GANESH HARRY: My name is Ganesh Harry and uhm good afternoon. Earlier panel says that the bus takes an hour and half from Rockaway to Jamaica Center. I've been driving for 18 years. The same route, the same line. I does that in 55 minutes. That's the local one. If we do the limited, it's 45 minutes, so I don't know where he gets his facts from but they are so dangerous out there these dollar vans. To be honest with you, I wish your kids never travel on them vans but they are really, really ridiculous out there and I don't know if they're licensed or they're not licensed but there's a whole slew. Someone mentioned 35 buses or 35 licensed. There's more than even that on wheel line alone, so I don't know where - there's something missing somewhere and they are not trained properly, maybe they should get some kind of training.

CHAIRPERSON BROOKS-POWERS: That’s it? You got 55 seconds left. Okay, uhm, if you could come off of mute and please state your name before starting.

TENZIN PHENTOK: Good morning. Sorry, actually good afternoon members of the Transportation Committee. I’d like to start by first thanking Chairwoman Brooks-Powers for cosponsoring Intro. 100. Thank you for being an advocate for my community.

My name is Tenzin Phentok. I’m a Tibetan New Yorker originally from Nepal and I’m here today to testify in support of Intro. 100 from Council Member Julie Won to make Losar or Tibetan New Year a holiday for Alternate Side Parking, also known as ASP.

Like many in the city, my family and I immigrated here when I was nine and my sister seven and we were raised in Astoria in LIC. From spring of 2003, my younger sister and I attended PS 166 in Astoria for elementary school. I then went to IS 227 in Corona for middle school. Being New York City public school kids, we were exposed to many different holidays through both school breaks and suspension of ASP once my dad was able to buy a car. Even though our families didn’t celebrate Hanukkah, Easter, Thanksgiving or Christmas, we understood even at that age that those days were important to others around me. People we cared about.

I'm now an adult living in Woodside with my Uncle and their three kids. Simsung who is 10, Sala who is 7, and Mela 5, all born in Queens. They attended Charter school in the neighborhood and spend their weekends playing in the park and reading books at the library. Imagining their friends at their school and in their local park knowing when and what Losar is and its significance in our culture is a beautiful image. They're feeling seen, heard and understood by their community, by their city as something they deserve.

The city is home to roughly 20,000 Tibetans out of the larger 61,000 Himalayans. So, lots more families and kids like my little cousins who live in all five boroughs, not just Queens and who celebrate Losar each year. By suspending ASP on Losar, New York City would be sending a powerful message of welcoming and inclusion to all Himalayan New Yorkers that our city recognizes us.

CHAIRPERSON BROOKS-POWERS: Thank you.

TENZIN PHENTOK: Thank you.

CHHEWANG LAMA: Good afternoon everyone. This is Chhewang Lama. I am from Nepal. I represent the Himalayan communities and I am the [INAUDIBLE 03:20:35] 8037 and Community Board 2 member. I am so glad to read my masses like for all celebrate the Losar.

All Himalayan communities in the diaspora like you know, they stay around the block in the Queens. We have a thousands of Himalayan communities that read the Losar. We expect in this year to celebrate the Losar. We can sleep like we can't even do it properly on the street. So, that's why I thank you for bringing this bill to uh Council Member Julie Won and the other Councilman who supported this bill that I would like to thank you all.

Then next topic is as a driver, I'm driving in the city since 14 years, I would like to recognize you guys, drivers around the city. Driver bring the city, that's why I hope that Council Member has to listen this time. Please, do not listen to the Uber and Lyft, listen to the driver once. Thank you.

CHAIRPERSON BROOKS-POWERS: Thank you. So, I do have some questions for this panel. I'm going to start with Josh. I'm just wanting to get some clarity. So, in terms of Uber, does Uber monitor or review at all the complaints that come into IDG and like what is that like I guess mechanism?

JOSH GOLD: So, we have a process that we stood up with IDG.

CHAIRPERSON BROOKS-POWERS: I'm sorry, can you pull that back? I'm not sure, you sound so low to me. Okay.

JOSH GOLD: Sorry, is this better?

CHAIRPERSON BROOKS-POWERS: That's better.

JOSH GOLD: Okay, we have a process we stood up with IDG I believe in 2016 where there are drivers who were deactivated who come to them and they bring those cases to us. We review those. They make cases for those drivers. The next step in that process is a AAA overseen hearing where a panel of driver's reviews our - the information that we provide as well as the information the driver provides through the IDG and that panel of drivers decides whether the driver who comes to the panel is reactivated or not.

CHAIRPERSON BROOKS-POWERS: So, the AAA panel that includes drivers is who makes the decisions?

JOSH GOLD: The AAA panel makes the decision. The AAA oversees the panel. The panel is just with drivers.

CHAIRPERSON BROOKS-POWERS: Only the drivers?

JOSH GOLD: Yes.

CHAIRPERSON BROOKS-POWERS: Okay. Who selects those drivers?

JOSH GOLD: The IDG selects those drivers.

CHAIRPERSON BROOKS-POWERS: So, those are like the delegates-

JOSH GOLD: Well, to be fair, I think they recommend drivers to us and we have an opportunity to disagree with the drivers that they recommend.

CHAIRPERSON BROOKS-POWERS: What would be a case that you would disagree with?

JOSH GOLD: I'm not sure we have.

CHAIRPERSON BROOKS-POWERS: Okay, so generally, you've taken whoever they've given to be on this panel, which have been of drivers?

JOSH GOLD: Correct.

CHAIRPERSON BROOKS-POWERS: Okay, uhm, could you describe what it's like in terms of the process when a driver is deactivated from your app?

JOSH GOLD: Sure, so there are multiple different types of deactivations. The one that impacts 99 percent of deactivations is a compliance deactivation. The TLC keeps a what's called a 24 hour list, an active list. Those are driver's that are allowed to accept dispatches from bases or for-hire services or use a medallion owned taxicab in New York. And so, we do a sweep of that list every day. If you are not on that list, you are not allowed to receive a dispatch. You could fail to be on that list because you failed the city required drug test, you don't have the proper insurance documents. There are multiple reasons why the TLC may put you on that list. That is the number one reason that drivers are deactivated because they have either failed to be on the TLC's active list, their license or insurance requirements are no longer valid, or they've hit the – TLC has a maximum hours you are allowed to drive threshold, so if you've hit the maximum hour threshold, then you are deactivated. Those are in a bucket that I call temporary deactivations because if you are able to upload the proper insurance documents, if you are back on the TLC active list, if you no longer are stuck by the maximum hours requirement, then you're automatically reactivated once you submit that proper documentation. Then there are the more serious deactivations and the much more rare deactivations. So far this year, one percent of drivers have been permanently deactivated. There are some situations, I think service animals came up earlier in the conversation, which I think is a good one. There are TLC rules and regulations about when you can or cannot deny a service animal. There's also a federal decree that Uber is under from a federal judge about when we can - what we have to do with drivers who knowingly say no to an animal that's claimed to be a service animal. Use the word knowingly and claimed very specifically there and in those situations, there is not much that we can do. There are other situations that are grey where there is a deactivation review center that we have internally and then there is the IDG process.

CHAIRPERSON BROOKS-POWERS: No, and I appreciate that and as you know the Intro. Number 276 is sponsored by Council Member Krishnan and I know he'll have questions to go into that but I know where my concern mostly lies or has lied is with the uhm, the lockouts and the reasons behind the lockouts, especially in light of the fair wage that the TLC has tried to put in place and then now seeing and hearing from drivers about these lockouts and how it’s impacting them. So, can we talk a little bit about the lockouts? What causes, because I know deactivation lockout has two different reasons but just wanting to understand more the scope of the lockout dynamic with Uber.

JOSH GOLD: Yeah and I appreciate it because I share those concerns. Since 2018, we have repeatedly warned that the intended consequence of utilization rule was to control access for drivers of the platform. The study that the rule was based on is specific that drivers made the subject to limited access to the platform. We have seen five different TLC commissioners since 2018. The TLC has repeatedly tried to tweak the rule to try to limit the lockouts. If you don’t know, the rule has been paused more than it’s been effect. For three and a half years, the rule was not enforced. The TLC stopped enforcing the rules and in January of 2020, not post-pandemic but before the pandemic in January of 2020 and didn’t start enforcing it again until last year. The rule is fundamentally flawed. There needs to be a minimum payroll. There are dozens of jurisdictions that have implemented minimum pay rules that don't lean heavily on utilization. That doesn't mean utilization shouldn't be measured. That doesn't mean there can't be another rule that works with utilization but the rule, what a former TLC Commissioner told me is that lockouts are a feature, not a bug of the rule. And lockouts are horrible. Lockouts are horrible. The rule is a bad rule. The TLC needs to revisit it and the TLC doesn't revisit it. They implemented it because the Council gave them the authority to do so in 2018. The Council gave them authority to do so after a report that was published by James Parrott and Michael Reich and the rule that was proposed in that rule looks very, very different than the rule that exists today. For example, that rule is based on company specific utilization. The rule that's active today is industry-wide utilization.

So, when one companies utilization rate drops below 45 percent and the other companies utilization rate is above 53 or 54 percent, the company with the higher rate still has to lock drivers out in order to make sure that the industry-wide utilization is above 53 percent. That was not the rule envisioned in 2018 when the Council passed the law allowing the TLC to create the utilization role. It's a totally different rule. The TLC has stepped way out of where the rule was in 2018 when this Council granted them the right to create that rule.

CHAIRPERSON BROOKS-POWERS: Offline, I'd like to understand a little bit more granularly on that piece. And when I hear that many drivers are finding success getting reactivated, I have to wonder why they were deactivated in the first place. Going back to deactivation, sorry, I'm going back and forth with you. Is there a problem with like do you think that sometimes maybe Uber may be too quick to deactivate drivers? And should there be like a grace period in a sense for like the easily fixable problems that drivers can address before getting deactivated?

So, for example, like you said, it may be a matter of the insurance or the drug test. Like something that they can upload to your point to remedy. Is there an opportunity to establish like a grace period for those more easily fixable offenses versus - because there are some drivers as you heard earlier that spoken to they've been like deactivated for a long period of time to be able to address those challenges?

JOSH GOLD: I do think that’s a good idea and there are some steps where our processes weren’t great early on. One is there are drivers who you know after multiple accusations of drug use were deactivated but we instituted and this was due to the IDG process actually. This was brought to our attention there. We instituted a program where a driver can go take a drug test at Uber’s expense and be reactivated to counter you know multiple accusations.

CHAIRPERSON BROOKS-POWERS: I believe they’re able to do it at the IDG office right?

JOSH GOLD: I think it’s Lab Corp but it’s one of the national -

CHAIRPERSON BROOKS-POWERS: Well, I know they have some services because I visited their office before.

JOSH GOLD: But that was a positive step, so that if you’re falsely accused and then we can go back to those riders who made those false accusations and deactivate them from the platform. And so, you know I do think that for some you know deactivations that are more egregious in nature, uhm there may not be an opportunity for a grace period but I do think for others there should be.

CHAIRPERSON BROOKS-POWERS: It would be great like to work collaboratively with the industry to see how we can address the easily fixable ones especially because what we don't want is drivers not being able to provide for their families, especially to your point, as you're saying right now, there are some that are now easily visible so wanted to understand, which ones would be in that category and how quickly can this you know be remedied? Is it a matter of a 12 hour turnaround or a 24 hour turnaround versus 6 months and more? Which I think creates a challenge for folks because a lot of these drivers have to pay for their cars, their insurance, and then the bills don't stop just because they're on pause with Uber.

So, that is important as well but I do appreciate the openness about that, and in terms of the TWU Members, thank you for coming out. I'm glad you come from Southeast Queens, so now we can have a conversation apples to apples. So, from your advantage point, I know we had a whole conversation, like I said earlier in terms of the Queens bus redesign in particular, which I have been advocating for increased bus service. I have more buses because I know there's some routes that have a lot of crowding for example. There are other areas that need access to bus stops and then we want to kind of breakdown having to transfer so many times on the buses. But do you agree that there are still some parts of the community that through the bus redesign will still likely not be covered by a bus route in itself? Just turn on the mic, I'm sorry.

HYLANDE PIERRE-LOUIS: So, the area where I'm at, I'm at [INAUDIBLE 03:33:51] Boulevard, so we work with the 113, 114, 111.

CHAIRPERSON BROOKS-POWERS: Oh you're on my route, okay.

HYLANDE PIERRE-LOUIS: Okay, so yes, a lot of the people, a lot of you know a lot of these buses will help the community. So, we do one like I said, we're one with the 114, 111, the one with 114 and the 113 so most the people would run to go and get - to the 113 and 114 because it's limited. So, I know that with the redesign, it would help out because there will be more buses going to Rosedale. Because Rosedale, a lot of people are coming out of Rosedale and that's where the dollar vans come out also. So, there will be more buses going to Rosedale.

CHAIRPERSON BROOKS-POWERS: What about in Far Rockaway?

HYLANDE PIERRE-LOUIS: In Far Rockaway also because I know that with the redesign, they're going to take out some and put more buses, so with that, it's going to be more accessible to buses than you know because they do have the A-train and we do come out of Far Rockaway like 45 minutes in the morning. Because we are limited coming out of Far Rockaway and going into Far Rockaway.

CHAIRPERSON BROOKS-POWERS: Can you talk to me about a little bit more about the limitations coming out of Rockaway? Why you feel that uhm, to your point, that it takes so long to come out of Rockaway? Is it because it's a matter of there's just that many people getting on the bus? Is it the congestion because of our roads in Rockaway?

HYLANDE PIERRE-LOUIS: Exactly.

CHAIRPERSON BROOKS-POWERS: Is another conversation for DOT but uhm –

HYLANDE PIERRE-LOUIS: True it is. Yes, it's the congestion. We got a lot; we got a lot of constructions going on and we do drive – like we all take buses so it takes us a minute to turn in and out of these roads. Especially when they're have been like road blocks and people parking in our bus stop, people parking in our bus lane. So, it took us more time you know to come in and come out of our bus stop and to service everything, all of the people that we need to service but we do come and we want like 5 to 10 minutes. You know we have 5 to 10 minutes headway. By the time we leave, there's another bus behind us.

CHAIRPERSON BROOKS-POWERS: And I agree in terms of folks in the bus lanes, which is a pet peeve but it's my hope that the new automated cameras will take care of that behavior in terms of the parking in the bus stops. Do you think that – so earlier first of all, I know that it was said by Mr. Morrison when he was testifying that there is a difference in terms of the commuter vans, right? There are some that are – there's only about like 39, 40 that are actually like with their credentials and everything like that but then there's another asset that they are not licensed and registered with the TLC.

And so, I understand anything in bus route is a problem. I actually agree with that because we don't - we're trying to find ways for you to speed up service, however, there are areas that the buses do not touch and the trains do not touch as well. So, not thinking about the unregistered vans, because I think that's going to come with enforcement and I'm looking forward to working with TLC as an onboard more TLC offices and working with NYPD in terms of enforcement in that space. Because as I said, I have issues in Rosedale with some of the ones that are not licensed and registered. But for those that are licensed, registered and following the rules, do you feel that there is a potential for them to be uhm helpful in terms of and not only looking through the lens as a driver but as a member of the community? Do you feel that there is a need in those areas where there's no buses and no trains that access those areas?

HYLANDE PIERRE-LOUIS: I would say yes, because I do have some of my coworkers that walks around Jamaica, Belmont going to Belmont and we do have a lot of people that take the buses that goes down to Belmont, which is the Q110 and we do have a lot of people that do take those dollar vans because there's places that they want to stop. There's no bus stop there, so instead of getting on the bus, they would jump on the dollar van but if they are licensed and they are following the rules that we followed, you know they could do their job and we do ours, but it's the fact that they are taking into our job and making our work hard and making it unsafe for us and for the pedestrians that's on the road.

CHAIRPERSON BROOKS-POWERS: No, I totally agree with that and I look forward to having additional conversations with TWU, ATU, the commuter industry, NYTWA, and the Administration to continue to have these conversations. Obviously these bills, when we hear them are just an opportunity for us to talk about it, to hear all sides of a conversation but then there's another phase of this process where there's negotiations and there's give and take. So, I'm looking forward to working with all stakeholders in this because you know there is a need for it in communities like the ones that I represent and you know, you agree with also but then at the same time, we want to ensure all drivers in all industries are safe as well as the ones, the public that's utilizing these services.

So, I thank you and I'm going to pass it to Council Member Krishnan.

COUNCIL MEMBER KRISHNAN: Thank you so much Majority Brooks-Powers. I just have some questions Josh for you as well from Uber. You know and I think just taking a step back for a second. I want to be very clear about you know there's a lot of dialogue and you know testimony and opposing viewpoints but I think we all can agree that we all want to have a process that is fair, that allows for drivers to have a voice in that process to be able to make their case and one that gives them notice and an opportunity to be heard. I know that's the place that we all want to come from and we all, I think, agree on these fundamental principles. So, I just have a few questions about the current process and also the bill that we're hearing today.

So, firstly, you would agree right that it's important for drivers to have notice before they're deactivated on the fact of impending deactivation?

JOSH GOLD: I think for 99 percent of deactivations, I think there needs to notice but there are some egregious and it's egregious because it's in the bill. There's some egregious situations that could put a future rider in jeopardy. Where there might not be an opportunity for notice but that aside, notifications, warnings, opportunities for education, yes agree.

COUNCIL MEMBER KRISHNAN: Sure and I'm putting aside those egregious cases you mentioned that are in the bill and focusing on the 99 percent of them.

So, if we can agree that you know for those 99 percent of cases, notice in advance is crucial, uhm, what, can you point to anything in the IDG process, Uber process right now that provides, that requires notice to drivers before they're deactivated. Is there anything currently that requires such notice?

JOSH GOLD: The IDG process is after the deactivation takes place but we do have repeated notifications and so the IDG process is separate. It's after deactivation takes place. We have repeated notifications and so the IDG process is separate. It's after deactivation takes place. We have repeated notifications and warnings prior to a deactivation. In some instances, I imagine we can improve those and would want to work with your office and others to improve on those but we do and we have improved them over the years to add more education opportunities, more warnings and more notifications of accounts that are in jeopardy of deactivation.

COUNCIL MEMBER KRISHNAN: Got it. So, I think if you know and I would talk about this before as well but if the process in place starts after the fact, I think what we're trying to adjust to legislation is to create process before the fact. Uhm and the importance of notice being part of that process and I know you all maybe providing notice in your own way too but having a statutory process that starts before and has notice as part of it, I think is really an important piece of this legislation and just a part of due process generally. Uhm, so I appreciate hearing your feedback on that. My next question is about, wouldn't you agree that if Uber or Lyft? But if a for-hire vehicle company makes a decision to deactivate a driver, why would the burden - could you explain a bit about why the burden would then fall on the driver to reverse that decision? In other words if a company like Uber has made a decision, wouldn't it make sense to have Uber explain its rational and justify its decision rather than having a driver have to reverse that after the fact?

JOSH GOLD: So, just to comment on the first piece because I was unable to get to it in my testimony. The one of the key changes that I did want to you know discuss or suggest or work with you on is, while we agree with notice requirements and creating a process ahead of time, we would love to discuss you know defining egregious and what types of advance notice or when are advance notices not necessary or when do advance notices possibly create, jeopardize rider or drivers EMT, both on the rider and the driver side. So, I just want to be clear that we agree with the intent that notices and warnings and opportunities for improvement and education are needed but want to make sure that I'm specific that there are some cases where that just may not be warranted or may not be in the best interest of rider and driver safety.

And then on the other question around I guess the burden of proof, there is a separate TLC oath process for your license. We are not taking away anybody's license to drive and that is a very thorough process. We're choosing who we believe with good reason who to engage in business with and we are trying to create as many opportunities for drivers to point out or defend allegations that were made either by riders or others. We have added video and audio recording. We have added a deactivation review center so that information can be provided. But there are some instances again, those permanent deactivations, it's less than one percent of the driver population. It's in the hundreds, not in the thousands and you know when we make a mistake, uh it's not a statistic. It's going to be that persons livelihood and it's really important that we do whatever we can not to make those mistakes but we're getting a bunch of information. We're having investigations. These are human led processes and then we are now providing opportunities for drivers to present as much information as they can to review any of those allegations. But what I talked about with Chair Powers, Brooks-Powers is the opportunity for a driver to take a drug test when there's allegations of drug tests that we're happy to pay for but that is an example of one where you know there are multiple allegations. There is you know driver's came to me and we discussed this when marijuana became legal over the past few years in New York and so, if someone came into the car, a rider came into the car, they may have smoked beforehand. They left the car; the next passenger comes in and smells that from the previous passenger and then reports that. That is not a good deactivation, and so, we wanted to create an opportunity for a driver to have a test at that and there's 3 or 4 or 5 but the burden is still on the driver to go have the task, we're paying for that but that's an instance where you know there were things that were happening that weren't with a just cause or just wanted there and that's an avenue we took to try to fix that.

COUNCIL MEMBER KRISHNAN: I guess my question more is uhm obviously you've heard testimony today and that's where I, you know I know the statistics that Uber cites but obviously there are so many drivers here testifying to how they've been deactivated can get back on the app and you've heard it. So, there seems to be a disconnect there. Uhm, but you know if we have – my question is essentially, if we have one process, you would agree obviously that uh you know everyone is in our legal system innocent until proven guilty right? And right, do you agree with that?

JOSH GOLD: Yeah.

COUNCIL MEMBER KRISHNAN: Right and so -

JOSH GOLD: And I don't want to say anything that would you know another side of the hall-

COUNCIL MEMBER KRISHNAN: Right, we're not touching that one but I think besides that, and its coming up in that context too but innocent until proven guilty right? You're familiar with that and you go through a whole process legally where if you're charged with something right, the process is to prove with the right burden of proof and evidence, make out why an individual is guilty of those charges. We don't say to the individual, you're presumed guilty, show us as the court why you were actually innocent. What happens right is the basic principle of proceed with due process is the prosecutor's office, the agency, government, whatever it is, has to make out the case to say you're innocent until we can show beyond a reasonable doubt or whatever it may be that you're guilty right? Can you see how in this - why wouldn't that same framework be applied here for a process that of course impacts a driver's livelihood? Can deprive them of income and support for their family. Why wouldn't we have the same standard here where we have a process and we require the decision maker, Uber in this case for right now, why would we not require them to make out their case as opposed to saying to the driver prove to us why you should not be deactivated?

JOSH GOLD: Well, I do think there's a couple differences. One is it's not a criminal case. There's - uh we're contracting with an individual and we're making a business to contract with that individual.

COUNCIL MEMBER KRISHNAN: But the stakes are high, sorry to interrupt but the stakes are high though right? So, like in this case where the stakes are high for the induvial that's effected by the outcome, why wouldn't the process be, we give you notice, we have to make out our case before the ultimate decision that a very high stake is affected. Because another context where the stakes are so high, that's what we do. Why wouldn't the same principle apply here?

JOSH GOLD: So, I think what we're trying to get to is a place where there's a similar principle that applies but uhm you know we have sexual assault cases for example, where we have spent a lot of time working with advocates.

COUNCIL MEMBER KRISHNAN: Let's put aside those because those are the egregious cases that are – those are exception to the bill right? I'm talking about the other 99 percent we were saying where those are not the egregious cases that raise serious issues, sexual assault, whatever or any other of those issues or the egregious circumstances. I'm talking about the majority of deactivations that are non-egregious.

JOSH GOLD: Well, the vast majority of deactivations are TLC rule driven. That's 99 percent of deactivations. When you're in the bucket of the one percent that aren't TLC driven situations, you're talking about the vast majority being egregious or accusations of egregious. Not the vast majority but the majority. And so, now you're narrowing it down to uh you know a much smaller group. So, if you are moving serious safety incidences into personal conflicts, if you're removing you know we just had a major fraud operation here in New York City where the Southern District of New York uncovered a group of about 800 drivers who were committing fraud, not only against Uber but against the other 80,000 drivers by cutting them in line at the airports, by taking away surge trips that were due to those drivers. By driving down the utilization rate so that companies like Uber and Lyft had to institute the lockouts. And so, those are the types of serious allegations that are in the deactivation piece. That broad case could take years to play out and so, you know in a court of law. And so, there are some instances where we want to provide drivers with as much opportunity as possible to refute any allegations and they should be given as much opportunity as possible to refute allegations and as much warning as possible to not have to be deactivated in the first place.

But there are cases where we don't believe we should wait for a court case to play out and have that criminal burden of proof.

COUNCIL MEMBER KRISHNAN: And I think if you can just send the data. I know you know I think what we're talking about you mentioned these cases outside of the egregious instances let's say are the exceptions in the bill too, that the vast majority are TLC driven document cases. What's not clicking with me is because I've heard a lot of testimony today, we all did, from drivers who didn't have just document issues. That they had - some of them didn't even know the reasons why they were deactivated and they continue to be deactivated. So, the testimony we are hearing doesn't match with data, so would you all be able to provide data showing that the vast majority of these cases are actually routine document TLC initiated issues?

JOSH GOLD: Yeah, I'm happy to provide that data and also if there are other, if there are folks who testified who want to go through your office, right rather than direct to me or to the IDG or to anybody else, I'm happy to work with you, your office, somebody in your office on those individual cases to walk through someone that's deactivated. I will say I did hear some testimony from individuals in 2018, 2019 and I do think the processes were not great and we've worked hard to improve those processes including the drug test issue that I brought up, including a lot of education around service animal denial. So, if there are old cases if someone feels comfortable talking to me, they may not. They may feel more comfortable going to your office or the Chairs office. I would love to you know look into those cases and figure out what was the reason behind it and if that cases deserves to have another hearing.

COUNCIL MEMBER KRISHNAN: And my final question is just given the process the way that it's set up, a driver is deactivated from Uber but ultimately it has to go through an Uber informed process with IDG. It sounds like from the questions that Majority Whip Brooks-Powers had asked to that the AAA panel that comes later, Uber has the final say on the drivers on that panel. They can object to them, veto them or they can be okay with them. What safeguards does Uber have in place where Uber is essentially acting as the decision maker upfront, the judge and jury? What safeguards does Uber have in such as process to make sure that it's a neutral process as compared to a third party agency for example?

JOSH GOLD: Sorry, the process?

COUNCIL MEMBER KRISHNAN: The process is, Uber makes the initial decision of the deactivation right?

JOSH GOLD: Yeah.

COUNCIL MEMBER KRISHNAN: And it's an Uber informed process with IDG after the fact to contest that deactivation.

JOSH GOLD: Yeah.

COUNCIL MEMBER KRISHNAN: Including going over to the driver panel, the AAA panel in the end where Uber also gets to have the final say or have the final say on the drivers that are part of that panel that IDG submits. It seems a process where you know for characterizing that Uber is the decision maker upfront, the judge the jury throughout the proceeding. So, given that set up, what safeguards are in place? What safeguards does Uber put in place to make sure it's a neutral and fair process as compared to having an outside third party from a process like that.

JOSH GOLD: Yeah, so first let me just expand on the process. The process, there's a deactivation that's human reviewed. There is an internal deactivation review process that's human reviewed. Then there is the IDG process and the panel of drivers that the process is run by AAA, which is a neutral third party, the panel of drivers makes that final decision. We don't review the final decision of the panel of drivers.

COUNCIL MEMBER KRISHNAN: But I guess that whole process, I'm wondering what's the - what are the safeguards that Uber puts in place to ensure it's a neutral and fair process?

JOSH GOLD: We have a panel of third party drivers that are reviewing those pieces but look, I think we've worked in other jurisdictions to figure out better deactivation policies and I know we've been in touch with your office. This hearing was scheduled. This bill was put on the schedule at the last minute, so my colleague who had talked to your office recently is in Minnesota and dealing with a similar issue but we're happy to continue to work on legislation. We're not opposed to legislation outright. I think there are some issues we'd like to address, but I will say that we are the contracting entity with individuals and we are making a choice the same way a taxi medallion owner is renting a taxi medallion to someone the same way a black car or livery base is choosing to work with someone. We are making a choice to work with someone and we sometimes choose not work with individuals. You know we now play into the unemployment insurance fund when that happens through no fault of their own. Unlike you know taxi medallion owners, unlike Lyft, unlike black car basis, livery car basis. That unemployment insurance is available to drivers where they lose work through no fault of their own but you know if there are other steps to take to improve the warning process, to improve the notification process, to improve the education process and then on the back end, improve the process to make sure that the deactivations were reviewed properly against our policies and our community guidelines. That's something we'd like to work with your office on.

CHAIRPERSON BROOKS-POWERS: Thank you.

JOSH GOLD: Thank you.

CHAIRPERSON BROOKS-POWERS: Thank you to the panel. Next, we will call up Chhewang Lama, Richard Chow, Kunchok Dolma, Kunga Rota, Urgen Sherpa, Diallo Tizo. We ask that you just say your name prior to starting your testimony and please adhere to the two minute rule.

RICHARD CHOW: Okay, I'm going to start.

CHAIRPERSON BROOKS-POWERS: One moment. Raja Sohail(SP?), Raja Sohail, okay, Malang Gassama(SP?). Okay, you could get started sir.

RICHARD CHOW: Okay. Hello, good afternoon Committee Madam Chair. My name is Richard Chow. I've been driving taxi for 18 years. I'm a New York Taxi Worker Alliance Union Member. All e-hail companies charge a lot of money to the rider, pay too cheap to the driver. E-hail up from pricing from equal to the meter fare plus all the airports are charged. E-hail company, how much they charge the passenger, how much they pay to the driver, must transparency show on the receipt.

About a month ago, I accepted Uber fare, $31 minus $4 congestion fee. I got $27. I pick the lower east side to upper east side, upper west side 63rd and Central point west. Four passenger, passenger request two stop, east side 73rd Street and 1St Avenue. Uber charged each stop $6 to the rider and the total they charged $76 to the rider. And my tablet show only one stop. One passenger sit in front of the seat, I told him first stop pay the $31, I can't stop pay by the regular meter. Passenger said no because already I paid $76 to the Uber and then he took a screenshot at the fares of $31. He sent it to the Uber. The fares fee pending in the night, the whole night and the next day I got a fare amount $53 because the passenger complained to the Uber, pay too low to me.

City Council should rule and regulate pay fairly amount to the driver we are waiting, the debtor to see the awful transaction. And thank you for listening. God Bless you everyone. Thank you.

DIALLO TIZO: Thank you. My name is Diallo Tizo and I'm going to talk about the 276 bill for ending Uber and Lyft deactivation. This time, I'm not going to talk about my deactivation but I'm going to tell you some situation where they deactivate us unfairly. Example, sometimes its happened to us people like the night and when you take the customer, he going to go home. When he was driving and one moment he going to tell you he's going to like he want to go to the restaurant like Wendy's or McDonald's. He is going to ask you; can you please go there? I'm going to just get quickly my food. And you know this is not what we have on the deal because I'm going to take you from destination from the pick up to destination. I don't have to go to the restaurant.

For this kind of situation, if you ask the driver, you say, I cannot do that because I cannot go wait there. And when you drop that customer, if they report you, they can say anything. Whatever they say, Uber, Lyft, they won't check exactly what is happening and they will deactivate you. Its happened. I see a lot of time its happening. Not all the time but I saw it. And the second time, so many people say that know Uber and Lyft give them refund sometime if they make complaint. They don't get excited. I saw it. I'm not going on your time because I don't have enough time and the way its happened when they ask you to make U-turns somewhere where you shouldn't. You know, you should not make U-turn in this area and they don't care. If you don't do it, they get mad. You drop them before knowing anything they can send Uber or Lyft a notification. This driver was like under - that's it. Those guys in that situation have been multiple times. I'm not the only one because I have been deactivated and I know what is happening. And I saw so many people have the same situation. That's why we plead you what this bill we needed for protections. Thank you.

CHAIRPERSON BROOKS-POWERS: Thank you.

URGEN SHERPA: Hi. Good afternoon Chairwoman Selvena Brooks-Powers and members of the Transportation Committee. My name is Urgen Sherpa. I'm an Organizer at Chhaya Community Development Corporation. Today, I urge City Council to pass Intro. 100 introduced by Council Member Julie Won. This bill would designate Losar festival as an alternate side parking hub parking holiday. This bill is crucial for our committee. Before moving through our country, I would like to signal my support for Intro. 276, the bill to end unfair deactivations and cap the FH bill. Please, please listen to the drivers. Drivers are the one who drive, who pay the insurance, who maintain the car, and who pays the high gasoline. It is not Uber and Lyft.

And now, back to the Losar. Recognizing Losar would allow us to celebrate without the stress of parking regulations. By making Losar an alternate site parking holiday, you would ease logical concerns and confirm that our traditions and values are respected in our great city. This recommendation would foster understanding and encourage broader participation in our festivities.

Your Committee has previously organized similar cultural holidays, establishing a precedent for inclusivity. I commend you for your ongoing efforts to champion equity within our transportation system. Passing Intro. 100 would demonstrate respect for the traditions of over 60,000 Himalayan people living in New York City and reflect the will of the 78 percent of New Yorkers who believe cultural celebrations should be recognized in public policy.

Losar is our –

CHAIRPERSON BROOKS-POWERS: Thank you.

URGEN SHERPA: Christmas, Thanksgiving, New Year –

CHAIRPERSON BROOKS-POWERS: Sorry sir, I just ask you to submit the rest in writing please.

URGEN SHERPA: Thank you so much.

CHAIRPERSON BROOKS-POWERS: Thank you.

KUNCHOK DOLMA: My name is Kunchok Dolma. I am a Tibetan New Yorker and I'm here to testify in support of Intro. 100 to make Losar a holiday for alternate side parking. As Urgen just said and someone testified earlier, Losar is a New York, Thanksgiving, Christmas, Superbowl, all bundled into one. As minorities, we are often used to our holidays being sidelined. So, it makes our community very happy to be finally seen and heard in the city we call home.

To the 25 Council Members who signed on to this bill, specially to Council Member Julie Won and her office, my Council Member Shekar Krishnan and to you Chairwoman Brooks-Powers, we are forever grateful.

In New York City alone, Losar is celebrated by over 60,000 New Yorkers of Tibetan and Humala heritage. This number, however, does not account for the many more tens of thousands of Tibetan Buddhist who celebrate this holiday alongside us.

I ask and hope that each of you vote in favor of Intro. 100 for three important reasons. First, this would be the first and only ACB holiday that is specific to Buddhist and people from across the Himalayan region, one of the fastest growing communities in the city.

Second, like other communities, a community should also have the opportunity to celebrate a main religious holiday with the families without having to worry about getting a parking ticket or leaving our celebrations to move our cars. And lastly, it allows us as one of the fastest growing New Yorkers to see ourselves represented in a civic fabric and laws of our city.

So, thank you. I hope you quickly vote Intro. 100 out of Committee and come to celebrate Losar with us at one of our many community halls and temples across the city. Thank you.

CHAIRPERSON BROOKS-POWERS: Can I get your name again just for the record?

KUNCHOK DOLMA: Kunchok Dolma.

CHAIRPERSON BROOKS-POWERS: Thank you.

KUNGA ROTA: Thank you. Thank you Madam Chair. My name is Kunga Rota and I'm a Tibetan. I'm Himalayan. I'm a member of the Himalayan community. Approximately there are around 61,000 Himalayan people living in the five boroughs. They're spanning from all walks of life and on this particular Losar day, we all gather together. We all marry, we all have festive times, the adults. We all put on traditional clothes. The kids put on a – they have new clothes on and we visit their parents. We visit relatives, friends and once we go out, we're in a very festive mood and you don't want to be worrying about whether you got to take a parking ticket and it will be such as bummer if you're in a festive mood, right?

And I want to just briefly say about how the Himalayan community is structured. Under the Himalayan community, there are many several smaller communities like Wallan Community, the one I come from. This Wallan community is in Nepal. It's in the right at the border of Nepal and Tibet and back in '94 I came to states for further studies and since then I've been a New Yorker for the past 25 years. And we all have our own stories; you know unique journeys but we all come in one shared ambition shared notion that we wanted to really make this bill. This is a very meaningful bill for us. Once this bill is passed, it's something the city would - we feel like it's meaningful and a good reason for our community. Thank you.

CHAIRPERSON BROOKS-POWERS: Thank you.

MALANG GASSAMA: Hello, my name is Malang Gassama. I'm a member of NYTWA. I'm here in support of the Uber and Lyft deactivation bill. I think Madam Chairman can probably remember me. I just want to start by saying that as of right now, I feel like I am a slave in my own car because Uber and Lyft are the prosecutor, the judge and the jury in any case that is brought to them by any customer. So, I'm scared of anybody that come in my car because any customer can turn out to be my life killer. So, I think as I was saying, Madam Chairman I was physically and verbally assaulted in my car. People sprayed and I had all the evidence that I provided to Uber. Uber still - even Uber send me $20 to go clean myself up and after that a customer called him, I mean send him an email and lie about me and Uber went ahead and deactivated me for eight months. Thanks to your help and the help of the WNYC radio, Uber deactivated me after eight months. After I got in serious trouble, they deactivated me and after they realized I was very active with the NYC NYTWA, three months after that, they deactivated me again claiming that somebody had forwarded my account in 2021 and this was in 2024.

So, from 2021, somebody stole my identity. Uber new it and they didn't say anything about it until 2024 when they realized I was very active on the NYTWA platform, they deactivated me again. And I stayed for the second day of doing three months. I did everything until they activated me again. They saw me back after the big rally we did. The very next day I started getting all kinds of emails from Uber saying oh, some such and such say that they didn't like you coming. So, they're sending me emails that I don't know what customers said, "what about me?" What time? And what did they exactly say? And I told them that I am being targeted because of my implication with NYTWA. So, please help us out and pass the bill please.

CHAIRPERSON BROOKS-POWERS: Thank you. Thank you. Thank you to the panel. Next we'll hear from Kara Klita, Max Cheung, Charles Dorvil, YI Feng Chen, Bashiru Kamara, Alpha Barry, Lateef Ajala, Saif Aizah, Saiful Hoque, Paul Sonn, Shahal Udolin(SP?), Anthony Aybozo, Mohammad Ali Awan, Arvan Babar, Modibo Doukaru(SP?), Mohamed Barry, and Barry Mohamed. Yeah, we have Mohamed Barry and Barry Mohamed. Okay.

Please state your name before you start your testimony and adhere to the two minute rule. You may start. Turn on your mic please.

ALPHA BARRY: First, I want to thank Council Member for having us here. My name is Alpha Barry. I'm a member of NYTWA. I used to drive for Lyft and

Uber but I now I only drive for Lyft because Uber deactivated my account.

I've been a TLC driver for over 20 years. What I'm going through right now is a disgrace. Not only Uber deactivate my account, Lyft also is locking me out. For awhile now, I was not able to go online to make a living. I have family to feed and bills to pay for my house bill and car insurance and other expenses. How am I going to survive like this?

Uber deactivated my account and Lyft is locking me out. Up to today, I don't know why Uber deactivated my account. When you call, they say it is a safety reason. I went to the office. They told me they cannot do anything about it. I went to IDG. One of them looked into my account and uh file an appeal. They sent me a text saying that my reactivation was denied.

After that IDG was created by Uber and Lyft. This is like coming from an enemy and go to another enemy, which was created by the same enemy.

CHAIRPERSON BROOKS-POWERS: Thank you sir. I'm just going to ask that you submit the rest of your testimony in writing please.

ALPHA BARRY: Okay.

CHAIRPERSON BROOKS-POWERS: Sir.

SAIF AIZAH: My name is Saif Aizah. Thank you and I really appreciate you giving me the change to stand and testify in support of the bill Intro. 276 with unfair deactivation. Aside from what you heard from other testimonies, my story is very unique and very tragic. After COVID, I decided to go and work in Baltimore Maryland. I signed up for Uber and Uber took 30 days to investigate me and do a background check and they found a speeding ticket. Finally, they opened an account for me in Baltimore Maryland which I have to use my private car.

Then I uploaded my insurance card, which have my wife middle name the same as my last name. Then they said I was trying to make fraud. I went to Uber and I provided from the broker the correct and I corrected everything on my insurance card. Then after going through so much, Uber finally said, well, you have double accounts. One in New York and one in Maryland. After the fact that they investigated me and did a background check for 30 days, then they said, this is their final decision. They don’t make it here; it comes from California. So, I said give me one account at least so I can survive or try to at least work with one account. They said, after I went to them again, they said no. Mind you that Lyft follows and Lyft did the same thing and I was out of work. I have to pay my car payments, my insurance, all my bills, struggling for almost one year. Then I tried to go back with Lyft and Uber again, Lyft then finally decided to open my account again. This is what happens and this is the misery I have to go through. Besides all of this financial stress, I get stress, I get mental stress, I get my health problems, I got high blood pressure just because of what Uber is doing to us drivers. Thank you.

CHAIRPERSON BROOKS-POWERS: Thank you.

SAIFUL HOGUE: Yes, good afternoon. My name is – good afternoon, my name is Saiful Hoque. I am an Uber Lyft- I was an Uber Lyft driver for the last one and a half year. They deactivated my account and the reason is that I was substance use. I used a substance and I have proof from the doctors for my TLC and from my private doctor but they don't trust anything else. I went to the office a lot of times and sent them emails. They don't listen to anything else. That's the problem, you know, when the passenger complain, this happens to come with proof and without any reason they stop my account. I am paying my car $1,000 a month. I have insurance. I have five family members. It has been hard for me to survive right now.

So, I hope the justice we'll be getting and we get justice to activate my account. I am suffering with my financial trouble. So, I hope your decision will be right and the passenger that complain, this happens to come with the testimony because what reason are they going to complain. Just happens to know what is the reason and the driver don't know nothing else. And I have a question regarding this. They use a lot of excuses. Sometimes the driver will be on the street, they say oh, you're going to drive fast. You're not a good driver. They complain and they stop my account. This is happening a lot of times. You know so I hope in the future, bring the passenger, the person that makes the complaint, face to face. If not, it's a lame excuse and some of the passengers are drunk and they complain, they say, okay you want to stop the account. And Uber start to justify the reality of it and the right - and they're going to complain against this and they're going to close the account. It's not right.

We have a right, a human right as the law in the America, they have no right for us. We work like slaves. Thank you.

CHAIRPERSON BROOKS-POWERS: Thank you, next.

ARVAN BABAR: Good evening ma'am. My name is Arvan Babar. So, when I start work with Uber –

CHAIRPERSON BROOKS-POWERS: Is you mic on? If so, move it closer to you please.

ARVAN BABAR: Alright, when I start work with Uber, I was pretty new to this app system. I was not aware that Uber policy that if customer complained about driver, Uber turn his money. Unfortunately, within first week, I got two back to back complaints in which one customer said that I hit another car. I mean, I got in accident.

Then Uber contacted me. I showed them all around picture of my car and it was false allegation but I do not know Uber policy after reviewing, they still put me on risk and later deactivated my account. Since then, I'm working with Lyft. I've done almost 15 plus rides, not a single safety complaint about me. You can see my app. I'm done, thank you so much.

MOHAMED BARRY: Good afternoon. My name is Mohamed Barry or Barry Mohamed. So, I was working for Uber for five years. I have been deactivated three times. The first time when I went to their office, they told me someone drove my car. I said, now who drove my car? Because even my wife never drove my car.

They said, okay, so now we're going to reactivate. I started again, second time they told me they deactivated me and they told me for my rating is low. Okay, I go take a class. They reactivate and third time they deactivated me again; they say my rating is low. All that they're telling me and also Lyft, I work for them three years. And I ask them, they're telling me the rating is low so since that time now, I'm working car service. My life is at risk because some passengers didn't pay, some harassed me and my bills now, I pay very hardly because I have bills to pay. I have a family, so that's why I need help and I thank you very much.

CHAIRPERSON BROOKS-POWERS: Thank you.

MOHAMED BARRY: Hi, my name is Mohamed Barry. I've been driving Yellow Cab before I become an Uber driver and Lyft for a while, maybe four years and then I joined Uber and Lyft and Uber deactivate me while I was in my country in Africa and then I came back, I find out my app is done.

When I went to the office, they say somebody put a picture into my account. That person tried to reactivate the account again and I went to the office, I explained to them everything but they told me, listen, somebody already did it and they tried to deactivate your account. If you come over here, we're going to take you to the courts. I was like, "what did I do, to take me to court?" They said, no, now you tried to reactivate your account like two or three times. That's illegal. And I never have complaints with my customers. My rate was 4.8 and then also Lyft deactivated me because I got into accident. I have not - I don't have customer in Jamaica. I don't hit anybody. I was by myself and due to the collision, they deactivated me. I went to the office, they said they cannot do anything. I have to call. I called, nobody answer but this is I think is unfair like he said, we driving like sometimes - it's not easy to get the bills. That's why we are here today to justify it and we hope this is going to end. We're going to get back our account. We'll be able to do our living because we have a lot of bills. We have wives and kids. We do everything possible to feed them properly. Thank you so much.

CHAIRPERSON BROOKS-POWERS: Thank you. Thank you to the panel. Next panel, Norbu Choezung, Urgen Sherpa, Tashi Choephel, Tsering Diki, Tenzin Tsering, Dolma Yangzom, Raul Rivera. Again, please say your name before starting your testimony and please adhere to the two minute rule.

NORBU CHOESZUNG: Hi, good afternoon and thank you Chairwoman Selvena Brooks-Powers and members of the Transportation Committee. My name is Norbu Choeszung and I am Tibetan who live in New York. I live in Queens. I am the two time former President of the Community of [INAUDIBLE 04:26:21] and served the community for three terms as board member. I am here to testify in support of Introduction 100 from Council Member Julie Won to make Losar, the Tibetan New Year a holiday for alternate side parking.

This bill is important to me for the following reasons: New York is home to over 6,000 Buddhists from Tibet and Nepal, India, Bhutan, and other countries. In addition to the practical benefit of not requiring asked to move our cars on this important Buddhist holiday, all New Yorkers need to see themselves represented in the civic public and laws of our city. This would be the first and only alternate side parking holiday that is specific to Buddhists and the people from across the Himalayan regions. In addition to those 60,000 Himalayan Buddhist Americans, the City of New York also welcome many Buddhist communities from the different states of America and Canada by driving to celebrate the New Year Losar with the families and friends of New York.

Compared with the other immigrants, the immigrant from Himalayan communities from Tibet, India and Nepal are quite new and are growing rapidly every year. Since the time of the Uber, Lyft services in the city, we have many community members who own and drive cars in their every day lives.

Just like the communities that celebrate Christmas, Hanukkah, and other holidays, my community should have the privilege to celebrate our religious holiday with their families and friends. By suspending the side parking on the Losar, New York City sends this powerful message to -

CHAIRPERSON BROOKS-POWERS: Thank you sir. We just ask that you submit the rest in writing.

NORBU CHOESZUNG: Thank you very much.

CHAIRPERSON BROOKS-POWERS: Next.

Good afternoon and thank you Chairwoman Brooks-Powers and Council Member Shekar and everyone. My name is Tashi Choephel and I am a Tibetan Refugee and a New Yorker. I'm here to testify in support of Intro. 100 from Council Member Julie Won to make Losar or Tibetan New Year a holiday for alternate side parking.

As an Uber driver and a community member, this bill is important to me. New York City has over 61,000 Tibetan Buddhists from Bhutan, India, Nepal, Tibet and other countries. In my home country Tibet, our religion and culture are under threat of annihilation due to China's ongoing occupation.

In New York City we have had the opportunity to practice and preserve our traditions freely. By suspending alternate side parking on Losar, New York City sends a powerful message to all Tibetans and Himalayans that our city sees us. Our city recognizes us and our culture traditions. New York City is our home too. In addition to practical benefit of not requiring us to move our cars on this important Buddhist holiday, it is important for my community to see them selves represented in the loss of our city. Just like communities who celebrate Christmas, Diwali and other holidays, my community should have the opportunity to celebrate Losar with our families and not having to worry about getting a parking violation.

I hope you can join us at one of our communities Losar celebrations this year and celebrate the passage of this law with us. I ask that you please vote in favor of Intro. 100 to make Losar an ASP holiday. Thank you Council Member Julie Won and Chairman Brooks-Powers for being a champion for our community. We will always remember you. Thank you.

CHAIRPERSON BROOKS-POWERS: Thank you. Thank you so much.

TSERING DIKI: Good afternoon Chairwoman Brooks-Powers and members of the Transportation Committee and our very own Council Member Krishnan. And my name is Tsering Diki. I am the Tibetan New Yorker. I came from Tibet and I live in Queens New York. I am a business owner and I'm also the Executive Director of Neo-Tibetan Service Center. A non-profit organization that looks after the social needs of Himalayan communities and New Yorkers. And I'm here to testify to support the Introduction of 100 from Council Member Julie Won to make the Losar or Tibetan Lunar New Year a holiday for alternate side parking. This bill is important to me because the Losar is the most important festival of the year in the Tibetan diaspora and here in New York City, the Tibetan Himalayan community celebrates the first day of New Year with the family enjoying festive meals, dressing in the best traditional clothing, making offerings, drinking homemade rice wine and playing games at home. It is considered bad luck for people to have to worry about anything on the first day of our new year.

Losar is the happiest day of the year for all of our community members and imagine having to interrupt the precious moments like that with your children and elders to have to sit in your car and wait for the DSNY to clean the streets.

New York is home to over 60,000 Tibetan Buddhisms from Himalayan regions and in addition to the practical benefit of not requiring us to move our cars on this important Buddhist holiday, it is important for all New Yorkers to see themselves represented in the civic fabric of the loss of our city. By suspending the ASP on Losar, New York City sends a powerful message to all Himalayan New Yorkers that our city sees us and we will -

CHAIRPERSON BROOKS-POWERS: Thank you.

TSERING DIKI: Thank you.

CHAIRPERSON BROOKS-POWERS: Thank you so much.

TENZIN TSERING: Good afternoon Chairwoman Brooks-Powers and members of the Council. My name is Tenzin Tsering and I am a Tibetan American, originally from India and living in Elmhurst Queens for over 15 years. I am also the program director of the New York Tibetan Service Center, a nonprofit organization providing adult social services and a city funded program for afterschool kids.

Today, I am here to testify and reason my support of Intro. 100 for Council Member Julie Won to make Losar Tibetan Lunar New Year a holiday for alternate side parking. This bill is important to me because it is the only cultural and religious holiday that I personally celebrate that keeps me connected to my roots and gives meaning to my Tibetan heritage, which I am sure many others here and in our community can relate to. Losar is our single most important cultural, religious and tradition that has followed through generations, regardless of the religious sect, country or the part of the world we live in.

As you've been hearing, New York is home to over 60,000 Tibetan Buddhists from different Himalayan countries. On an important day with our own religious customs, parking should be the last thing we should worry about. What is important to know is that our family members sometimes have no choice but to neglect or abandon important customs and traditions due to those minute stresses.

Just like other communities who celebrate their holiday, the Himalayan community, my community should have the opportunity to celebrate one of our main holidays with our family with ease as we have the right to and like others have mentioned before, not have to worry about parking spaces, tickets, fines, meter issues, etc..

If this law passes, again it would be the first and only alternate side parking holiday that is specific to Tibetan Buddhists and people from across the Himalayan region. By suspending alternate side parking on Losar, it tells the Himalayan New Yorkers that our city sees us, acknowledges us, and our traditions. Because in the end, New York City is our city too. Thank you.

CHAIRPERSON BROOKS-POWERS: Thank you. Thank you.

DAWA YANGI SHERPA: Hello, I am Dawa Yangi Sherpa, good afternoon to everyone here. Thank you Chairwoman Brooks-Powers and members of the Transportation Committee. I am a Sherpa Nepali woman and I live in Sunnyside Queens. I'm the Board Member and the spokesperson for the United Sherpa Association Inc., more commonly known as Sherpa -. I also serve as an advisor to the network of Sherpa students and professionals NNSP, an organization dedicated to strengthening the Sherpa youth and professional network.

We're also dedicated to Sherpa Cultural Preservation and bolstering intergenerational relationships between Sherpa elders and youth. Today, I am here to testify in support of Introduction 100 from Council Member Julie Won to meet Losar or Tibetan Sherpa and many Himalayan ethnicities New Year holiday for alternate side parking. Before we dive into the testimony, I would like to share that Losar is a Tibetan word that translates to New Year. Lo, means year and sar means new. A festival celebrated by Buddhist communities around the world. This bill is important to me and my Sherpa community because more than 80 percent of the families that I know of own a car in New York City. As the majority of them work as independent contractors under Uber or Lyft. So, I will support Intro. 276 to end unfair Uber and Lyft deactivation as well. I do not own a car but I have had my share of stories on how many Sherpa people and people from my community have had to move their seats during family get togethers or community celebrations to keep up with alternate side parking rules. By suspending ASP on Losar, New York City sends a powerful message to all Himalayan New Yorkers that New York City sees us all.

Our city recognizes us and our cultural traditions. That New York City is also our city. I hope you can join us at one of our community Losar celebrations. Thank you.

CHAIRPERSON BROOKS-POWERS: Thank you. Perfect timing.

RAUL RIVERA: Good afternoon my name is Raul Rivera. I'm a TLC driver and a TLC driver advocate. I'm the founder of NYC Drivers Unite. I have over 23,000 trips with Uber and Lyft. We do support the commuter vans. We want to see them on the road. I support Leroy Morrison and his efforts to get them on the road. We want lower insurance. I just spoke with the Commissioner before he left. Excuse me, I have trouble with my voice today. I spoke with the Commissioner today before he left, David Do and there is a solution. We support the bill. I think anything that helps the drivers from being deactivated is excellent but there's something bigger. You heard the expression, go hard or go home. There is something bigger. We spoke to the Commissioner and just for the record, my Uber account is not deactivated. I have over 11,000 trips with Uber and I personally ask the Commissioner to revoke Uber's license, deactivate Uber from New York City. That's what we ask for. We want Uber removed. They're exploiting people of color. They are exploiting worker rights and many other things that they're doing.

We also ask and we want this message to get to apple. Apple can do something. Apple could step in and remove Uber from the app store. That will work. Remove Uber from the app store. And finally, finally, we want this message to get to our new president that's going to come in 40 days, Donald J. Trump. We ask you Mr. Trump to stop the abuse of Uber. Remove Uber from New York City. We know you care about the New York taxi driver. We are not Uber drivers. We are not Lyft drivers. We are New York City Taxi and Limousine Commission drivers and we're being exploited, and we ask you Mr. Trump, remove Uber.

CHAIRPERSON BROOKS-POWERS: Thank you. Thank you to the panel. Next we will call up Tenzin Bhuti, Sonam Sangpo, Tsering Lhamu Serpha, Zubin Soleimany Pasang Sherpa and Muhammad Arshad. We ask that you give your name before speaking and adhere to the two minute rule. Marleny Cruz. You may begin just make sure you turn on the mic.

SONAM SANGPO: Good afternoon Chairwomen Brooks-Powers and member of the Transportation Committee, and also good afternoon Council Member of Jackson Heights Mr. Shekar. My name is Sonam Sangpo. I'm a

Tibetan New Yorker from Nepal, now residing in New York. I'm the Management Director of Lo-Nyamship Association USA Inc., which is a nonprofit organization and we recently established in Woodside New York.

I'm here today supporting Introduction 100, introduced by Council Member Julie Won to recognize Losar, Tibetan Lunar New Year as an alternate side parking. Losar sacred for Tibetan Buddhist involving ritual and the family gathering and this bill would allow us to celebrate without parking concern.

New Yorkers are home to over 60,000 Tibetan Buddhists and this bill would be first ASP holiday specifically for Buddhists and Himalayan communities. It were from that New York City respect and our traditions. I warmly invite you to join us one of our celebrations next year and celebrate the passage of this important legislation with our community. I urge you to vote in favor of Intro. 100. Thank you.

CHAIRPERSON BROOKS-POWERS: Thank you.

TENZIN BHUTI: Good afternoon Chairwoman Brooks-Powers, Council Member and member of the Transportation Committee. My name is Tenzin Bhuti and I am a Tibetan New Yorker living in Queens. I'm here to support Intro. 100, proposed by Council Member Julie Won which designates Losar, the Tibetan New Year as a holiday for Alternate Side Parking, ASP regulations. This bill is crucial for my community allowing us to celebrate this significant cultural and religious event without the stress of parking restrictions. By lifting ASP regulations on Losar, families like mine can fully participate in this meaningful Buddhist festival, free from the worry of parking tickets. Just as other communities celebrate Christmas and Hanukkah and Eid. We deserve the same opportunity to honor our traditions.

Recognizing Losar promotes inclusivity and respect fostering a sense of belonging for many Tibetan and Himalayan region communities. I urge you to vote in favor of Intro. 100 so we can celebrate our heritage without barriers. Thank you for your time and we hope you will join us in our Losar celebration to witness the spirit of our community firsthand. Thank you.

TSERING SERPHA: Good afternoon and [SPEAKING IN OTHER LANGUAGE 04:43:23]. Before I begin as a daughter of a driver, I want to signal my support for Intro. 276. My name is Tsering Serpha and I'm a born and raised New Yorker and part of over 60,000 Himalayans in New York City who celebrate Losar. I urge City Council to follow Chairwoman Brooks-Powers and Council Member Julie Won's example and support Intro. 100, which would designate the Losar festival as an alternate side parking holiday, ensuring religious equality alongside Hanukkah, Christmas and Eid.

Growing up, I went to New York City public schools, Anderson Elementary and middle and Stuyvesant High School. There I learned about various cultural holidays alongside my friends, which enriched us all. Through it all, my parents worked hard to make sure every Losar was special, earnestly believing that how we celebrated impacted our luck for the year. They prepared for weeks to give us the finest clothes, foods, and so they could avoid spending money on Losar, as that's inauspicious. Spending money on Losar means a whole year of financial losses, yet they still had to feed the meter because a parking ticket would be inauspicious as well. It's frustrating that despite their efforts, city regulations force us into a lose-lose situation every year. This lack of recognition feels like a dismissal of my identity and of my community. I believe in the city's potential and your leadership. This Committee has recognized other cultural holidays, setting a precedence for inclusivity. I hope you continue that tradition. Please support Intro. 100. Recognizing Losar would allow us to celebrate freely, affirming that our traditions matter, that we matter. Thank you for your time and [SPEAKING IN OTHER LANGUAGE 04:45:05].

ZUBIN SOLEIMANY: Good afternoon. My name is Zubin Soleimany. I'm a staff attorney with the New York Taxi Workers Alliance, also testifying in support of Intro. 276, which our members and my colleagues have already testified so eloquently on. I just want to follow up on a couple of points. I think the question was asked earlier, how is deactivation distinct for for-hire drivers? Why is this bill so necessary for them? And the point was raised once about the expenses and the debts that drivers incur and I think that is huge and it's also connected to another point that makes these drivers unique, which is that when you get fired from a high volume for-hire vehicle company, you are being effectively put in the same position as when you're losing your license. I think the gentleman from Uber testified earlier. Oh, well, they still have their license, you know they can still work. Currently, you know everybody has seen the monopolization of these companies unfold as they assume dominant market share. The two for-hire companies make up 80, 85 percent of the entire for-hire and taxi service in the city. So, when you lose your ability to work for them, you are largely losing your ability to work with the license that you invested in with the car that you invested in. And in that 85 percent, the two companies, they do notify each other and sometimes drivers will be deactivated from one company solely on the referral of a deactivation from the other company.

Quick point, just also to say that you know nothing in this law preempt any other process, just like the same way that the fast food deactivation bill, which we were so proud to testify in support of, did not effect any other process that folks could work through.

So, I'm sorry that the folks from IDG weren't able to stay and explain their position. I would have liked to have heard it. I will note that the last time when they did offer testimony to city government, they did testify to the Chair of the TLC at the time –

CHAIRPERSON BROOKS-POWERS: Thank you.

ZUBIN SOLEIMANY: The process was not working.

CHAIRPERSON BROOKS-POWERS: Sir if you could submit the rest of your testimony in writing. Thank you. Next.

ZUBIN SOLEIMANY: Thank you Chair.

UNIDENTIFIED: Good afternoon Council Members.

CHAIRPERSON BROOKS-POWERS: Is your mic on? There we go, yeah, got it.

UNIDENTIFIED: Good afternoon Council Members, duly respectful people. I joined like Uber in 2017. I was not aware about the laws of Uber at the time. Within two months, they deactivated me and after that, I joined Lyft and I have like more than 17,000 rides and five star rating and I'm still waiting for the Uber to activate me but nothing is going on. I'm just replying them emails and on the phone then I went to the IDG, they did not do anything. Then I talked to my friends for the New York Taxi Worker Alliance. They are trying to help me out but they are saying that this bill is for six years. In other cases, more like seven years and I don't know but I have to much bills. If I work with Lyft, Lyft make us lock out and we can't pay the bills and we are driving rental cars that we're paying $400 a week approximately.

How can we survive? Please help us. For that, we can work on two apps like Uber and Lyft. Thank you very much.

MARLENY CRUZ: Hi, my name is Marleny Cruz. I'm a mother of two that I have to support myself. I work for Uber and Lyft since 2017 and the reason why I'm here for is because of the lockout. It's not fair for us to go out to work and go around the city for over an hour and the app are off.

We have to be moving around to see if it is open at one time, you know? Sometimes we just have to go home. Sometimes we make like $80 or $100 and we have to go back home. How can we pay the bills? Being an Uber, uh I mean a TLC driver mean a lot of money because we have to pay like $700 insurance for the car, plus the license, plus a lot of things. So, we need to lock up stuff please. Thank you.

CHAIRPERSON BROOKS-POWERS: Thank you. Council Member Krishnan has a quick follow up question.

COUNCIL MEMBER KRISHNAN: Quick indeed. Thank you all for your testimony. Zubin, I just had a question for you, how do lockouts actually relate to the pay rule and what does the pay rule require?

ZUBIN SOLEIMANY: Yeah, so yeah, thank you Council Member. So, the point of the pay rule is like to approximate what any other minimum wage law does. The point of it is to compensate drivers for all time that they are at work and the rule does not contemplate lockouts. They were not contemplated when TLC passed the rule. They were not contemplated when professors Parrott and Reich put their report together.

The language of the rule says that you should be paid for all drivers – that utilization accounts for all time, the drivers make themselves available to receive dispatches. It doesn't say that they're only paid for time logged on. So, you take an example of a driver who works in the – they live in the Bronx. They go to Manhattan; they pick somebody up. They say come to the eastern Queens and they're locked out when they do the drop off. They're still available at that point. They are trying to work but they've been locked out for now, their hour or two or so. At that point, they are still available to receive dispatches. That time should be counted under the text of the rule but it’s not. So, when Uber fails to provide the data that shows that time in which under the rules of plain language they are available to work, they are subverting the purpose of the rule.

I know the gentleman from Uber had testified earlier that the initial report by Professors Parrott and Reich contemplated that companies could use lockouts and that’s just not true. I was actually speaking to Professor Parrott about this two weeks ago and he said no, it did not contemplate that. The report discussed the notion that companies more broadly would have to - they would have to limit supply but the idea of that would be to incentivize getting away from the over saturation that had really wrecked the industry. That would be a question of hiring an attrition, not of randomly locking out drivers in the middle of their shifts and creating chaos for individual drivers and for the whole workforce.

COUNCIL MEMBER KRISHNAN: Thank you.

ZUBIN SOLEIMANY: Thank you.

CHAIRPERSON BROOKS-POWERS: Okay, thank you to this panel. Next, we're going to call up Christopher Leon Johnson, Choudary Adnan, Tsering Jupa, Yanming Gong, Sameena Syed(SP?), Ali Akbar, Ibrahim K. Diallo and we ask that you state your name prior to starting your testimony and to adhere to the two minute rule. You can start whenever you're ready.

CHRISTOPHER LEON JOHNSON: Alright, good afternoon Chair Brooks-Powers. My name is Christopher Leon Johnson on the record and I'm here to support both sides of the spectrum IDG and the TWA. I said this morning before the press conference about congestive pricing, I'm against CP, I'm a no congestion pricing 2024 uhm that these guys, IDG and IEG and TWA need to stop beefing because you guys are all cab drivers. You guys are all Lyft drivers and Uber drivers and I think all you guys can agree that look, there's a problem with Uber and Lyft that they deactivate you guys and deactivate you guys and uhm, deactivate you guys because of unwarranted reasons because they don't care. The apps don't give a crap because they know that for how many people banging on the gate, if they have at least four guys, these three men and this one female right here, there's thousands of other people banging at the gate, so they don't care if they're deactivated for some BS. So, they need to stop beefing and the thing is that IEG need to be transparent and TWE be transparent about State Senator Jessica Ramos and she's a big issue with this because Ramos is the uhm is the State Senator and her former husband –

CHAIRPERSON BROOKS-POWERS: Keep it on the legislation please.

CHRISTOPHER LEON JOHNSON: Yeah, I know I am, I'm stating that legislation that he's the Chair. He's the lead for IDG so of course there's going to be real disconnect with elected officials and I'm not saying that you Selvena but she's the Chair of the Labor and the State Senate and I know a lot of you guys want to get bills passed in the State Senate so you don't want to shake the apple cart with Jessica Ramos and so, she's going to block IEG's movement. So, that needs to be set clear and these guys, I think that the members, the members need to stick together because you're all in this same crap together and there should be no more suicides outside City Hall.

So, let me make this clear. I'm done. I respect you so I'm going to cut it right here at three seconds, so thank you. Thank you so much. Thank you.

CHAIRPERSON BROOKS-POWERS: Thank you.

CHRISTOPHER LEON JOHNSON: Thank you. I'm leaving, I got to go. You not taking no hands Shekar? You're not asking no questions right? Alright, I'm out of here. I got to go.

CHAIRPERSON BROOKS-POWERS: Sir.

CHOUDARY ADNAN: Good afternoon. My name is Choudary Adnan and my Uber account is deactivated. I've worked with the Uber like 10, 14 years. I have a ride with Uber so my rating is 4.97. So, I just uh upload my document. They say that it expired wrongly uploaded two times and they deactivated my account. So, I go to the office two or three times but they don't do nothing on that so it is my – two days to help me reactivate my please. So, thank you for your time. Thank you.

UNIDENTIFIED: Thank you again. This is my friend. He told me what he wanted to say because he believe when he speak you might not understand exactly what he wanted to say.

CHAIRPERSON BROOKS-POWERS: Well can you give his name though?

UNIDENTIFIED: Yeah, I'm going to tell- but I just want to make sure it's possible for me to talk on that?

CHAIRPERSON BROOKS-POWERS: Yes.

UNIDENTIFIED: Okay. Okay, uhm my name is Ibrahim K. Diallo. That's his name. He say Uber and Lyft deactivated him because like the other guys said, low rating and he said he's not the one who can write himself. He don't know who customer is going to write him. He never had problem with the customers. They just like maybe when they drop him off or drop her off, they're going to just notify Uber and Lyft. He don't know what they're going to say. He never had a problem with a passenger but they just say his rating is very low. They all – Uber and Lyft deactivated him because of very low rating.

So, he's like just telling me, I have like wife and seven kids to feed. He pay the bills. There's mom and grandma back home. All these people waiting for me. Now, I don't know what to do. The bills is so high right now. Like me to drive customers right now is very hard. He just said he's just proud to be here in front of you and you can hear him you might be able to help us to get our account back to be able to work for the city because we are here helping people going around. Be happy about that, so we just appreciate you. That's what he wanted me to say. Thank you.

CHAIRPERSON BROOKS-POWERS: Thank you.

NIMA SANGE: My name is Nima Sange. Just a few days ago I drive at Lyft. I used to drive Yellow Cab, now I'm driving with Lyft. Two days ago, the Lyft deactivated my account just because I had a conversation with my - with one of the passengers. I'm a woman, when I get into car, people see I can speak English, they start talking to me. You know they feel comfortable. They feel relaxed, especially work at night time so they feel very comfortable.

So, I make them comfortable. So, I was talking to just general information, information with one of these customers. She was misunderstood. Whatever I said and they deactivated my account. I mean this is ridiculous. I have five star rating with them. I have 100 percent acceptance. I have the best driver I am. I only work with Lyft. Just because of misunderstanding of a passenger and they have the right to say whatever they want to say and it's accepted but they don't want to listen to us. We don't have the freedom of speech. We have a freedom of nothing. We are slave to these Uber companies. We are slave to them. We have clean the shit. We have to keep everything what they want us to say. Our documents in time, everything is perfect. We have to watch what we say. We have to watch what we do. Who are we? Are we human being or are we a machine like a car? I just bought a car for them because my car is old and I just bought it in January. I have to make a payment on it. Uber didn't open my account but the Lyft they deactivated.

CHAIRPERSON BROOKS-POWERS: Thank you. I'd like to thank this panel. Next, we will hear from Tashi Dolma. We ask that you adhere to the two minute rule.

TASHI DOLMA: Yes.

SERGEANT AT ARMS: You may begin.

TASHI DOLMA: Hi, my name is Tashi Dolma and I am a Tibetan Member of Queens New York. I live in Wood Haven Jamaica and I'm also a member of the Tibetan

People's Movement approach in New York and New Jersey representing 60,000 Tibetans living in New York City.

I'm here to testify in support of Introduction 100 from Council Member Julie Won to make Losar or Tibetan Lunar New Year a holiday for alternate side parking.

This bill is important to me because the bill is crucial for our community as it enables us to celebrate this important cultural event without the hassle of parking regulations. By alleviating these restrictions, we can create the welcoming atmosphere where families and friends come together to support local businesses and immerse themselves in the vibrant traditions of Losar. Recognizing this holiday not only honors our city's diversity but also strengthens the local economy by encouraging community involvement and connection. I ask that you please vote in favor for Intro. 100 to make Losar an ASP holiday. Thank you so much.

COUNCIL MEMBER KRISHNAN: Thank you for your testimony. Now we have Dorel Tamam.

SERGEANT AT ARMS: You may begin.

DOREL TAMAM: Hello, can you hear me?

COUNCIL MEMBER KRISHNAN: Yes.

DOREL TAMAM: Thank you for the opportunity to address Intro. 277. My name is Dorel Tamam, and I am Head of Mobile Operations at Curb Mobility where I oversee RVAL services. We do not support Intro. 277 in fail to keep taxis competitive. If a minimum pay is put upon the taxi industry for e-hail jobs, then that same standard should be put throughout the industry so taxis don't lose competitiveness within the market and existing earnings opportunity.

Between 2017 and 2022, taxis have lost 50 percent of their rides from TNC's and have not recovered. In 2017, the Flex Fare Pilot was started, which saw immediate impacts for the taxi industry. New business was able to be attracted to taxis such as the Access A Ride program, corporate travel accounts and non-emergency medical transportation. Markets that have previously stayed away from taxis due to the inability of competitive prearranged pricing.

Curb has also helped bring consumer rides through our Curb app and partnerships and notable TNC's and other partners through the integration into our network. From March of this year, about 10 to 15 percent of rides were e-hail, which are rides the industry would have not captured without its flexibility in pricing and could have been distributed to other service classes.

The reason why the Council should avoid setting higher pay rates for taxis are routed in fairness, market competition and the impact of drivers. To reiterate some key points, street hail volume is down 50 percent and e-hail has accounted for 10 to 15 percent of trips, which could have gone to other service classes, providing more earnings opportunities for taxi drivers. Taxis were able to get e-hail rides from rates being flexible. Without the flexibility of rates and uncompetitive environment is created, pricing taxis out of their opportunity of e-hail rides through the choice of consumers, programs and rides from partners.

Lastly, drivers have a freedom of choice when deciding –

SERGEANT AT ARMS: Your time has expired.

CHAIRPERSON BROOKS-POWERS: Thank you. We ask that you submit your remaining testimony in writing. Thank you for your time.

DOREL TAMAM: Thank you.

CHAIRPERSON BROOKS-POWERS: Next we will hear from Lhakpa Dhondup.

SERGEANT AT ARMS: You may begin.

SERGEANT AT ARMS: I believe they left the Zoom.

CHAIRPERSON BROOKS-POWERS: Next, we will call up Yohanes Lie.

SERGEANT AT ARMS: You may begin.

YOHANES LIE: Yeah, my name is Yohanes Lie in opposition Intro. 277. I am dedicated Yellow Cab driver and appreciate Curb for keeping me busy with rides day and night. The street hail business has been slow lately, so I'm glad I can keep working through Curb during the slow times. I'm excited to see how Curb will innovate and keep with other ride share apps. Curb is already showing they care about driver by offering good support, engagement and business consistently. Thank you.

CHAIRPERSON BROOKS-POWERS: Uhm, next we will hear from Akouete Afandalo.

SERGEANT AT ARMS: You may begin.

AKOUETE AFANDALO: My name is Akouete Afandalo in opposition of Intro. 277. I've been a taxi driver for about 20 years of experience. I strongly support Curb and it's positive impact on our industry. The tradition of E-hail office true curb as improved our 1480 by reducing [INAUDIBLE 05:06:12] and the need to sit for street hails. The ability to accept or decline e hail office is valuable giving us the possibility to manage our term effectively.

During challenging times, Curb fare have been a lifeline for drivers like myself, providing adequate income when traditional business was scarce. Curb is fair and trustworthy. With all necessary information such as pick up times, ETA's, fares and addresses clearly displayed. This transparency enhances trust and ensure a smooth experience for both drivers and passengers. From my experience, I can confidently say that curb is highly beneficial for the taxi industry. New Yorkers benefit from having Curb as a deliver e-hail option ensuring service and taxi drivers. Thank you.

CHAIRPERSON BROOKS-POWERS: Thank you. Next we'll hear from MD Karim.

SERGEANT AT ARMS: You may begin.

MD KARIM: Good afternoon. My name is MD Karim in opposition of Intro. 277. As a veterans NOAC taxi driver since 2014, I have extreme significant business growth since Curb introduced e-hail. Curb has been positive for the industry, allowing me to earn over 400 [INAUDIBLE 05:07:59]. Providing with the option to e-hail taxi rides. It has been invaluable, especially in light of competition from Uber and Lyft, Curb fare and provide additional earning opportunities alongside traditional e-hails.

Offering NYC businesses choice between Uber and Lyft and Curb has been beneficial for both drivers and riders alike. Thank you.

CHAIRPERSON BROOKS-POWERS: Thank you. Next we will hear from Ugyen Pema.

SERGEANT AT ARMS: You may begin.

SERGEANT AT ARMS: He has left the Zoom.

CHAIRPERSON BROOKS-POWERS: Next, we'll hear from Setan Deki.

SERGEANT AT ARMS: You may begin.

SERGEANT AT ARMS: They left the Zoom as well, oh, actually sorry.

SETAN DEKI: Good afternoon and thank you Chairwoman Brooks-Powers and members of the Transportation Committee. My name is Setan Deki and I am a Tibetan New Yorker living in Queens New York City. I also work at a company capital, a nonprofit city of five that serves many New York City small businesses from the Himalayan region.

Today, I am here to testify in support of Intro. 100 from Council Member Julie Won to make Losar a holiday for alternate side parking. Losar marks the beginning of the Lunar New Year, a time of renewal reflection and connection with family and community. As a Tibetan, this holiday is not just a day of celebration. It represents our heritage and the values we hold dear. Additionally, many of the small businesses I work with are owned by individuals who celebrate Losar. These entrepreneurs bring unique products, services, and cultural experiences to our neighborhoods. However, during this festive time, they often face a challenge of managing parking regulations. By designating Losar as an ASP holiday, we can alleviate some of the stresses associated with parking, allowing families and community members to celebrate without the added concern of moving their vehicles. I would also like to take a moment to thank Chairwoman Brooks-Powers for co-sponsoring this bill. Your support demonstrates your commitment to our community and our cultural diversity and we are grateful to have you as a champion for our voices.

In conclusion, I urge you to support this bill and help ensure that Losar is officially recognized by our city. By doing so, you not only honor our traditions but also strengthen the fabric of our diverse community. Again, thank you for your time.

CHAIRPERSON BROOKS-POWERS: Thank you. Next, we will hear from Nicole Salk.

SERGEANT AT ARMS: You may begin.

NICOLE SALK: Okay, thank you so much. I am testifying regarding Intro. Number 276. I am a staff attorney at Brooklyn Legal Services, which is part of Legal Services NYC. As part of my work, I regularly represent Uber and Lyft drivers in obtaining unemployment benefits and during the pandemic, our office and the New York Taxi Workers Alliance, many whose members testified today, brought litigation which resulted in approximately 68,000 Uber and Lyft drivers receiving state unemployment insurance at the full rate of payment for employees. Many of the drivers we represent have been unfairly deactivated from their companies platforms without notice, without any effective means to challenge the deactivation, as has also been testified to by numerous drivers.

Painfully so, really sad to hear these incredibly horrendous stories where drivers are losing their livelihoods. They often do not know exactly why they are deactivated. They have told me about drunk and unruly passengers who they believe may have made complaints about them to the company. Sometimes drivers may be deactivated when a customer complains about a driver refusing to violate a traffic rule, such as an illegal U-turn. I had one female driver who believes she was deactivated after a customer complained to the company when she refused a sexual advance.

Our driver clients assume that there must be something they can do to challenge these unfair deactivations. Unfortunately, they have few rights to challenge, as you've heard. They are devastated when I inform that there really is nothing we can do since the company has the deactivate them for almost any reason. Yes there is an arbitration process. That was a process developed by Uber and a drivers union, which was and may still be funded by Uber.

However, Uber ultimately controls who is eligible to go to arbitration on a case by case basis. This Uber controlled process resembles the grievance process provided by many other companies where the corporation ultimately –

SERGEANT AT ARMS: Your time has expired.

CHAIRPERSON BROOKS-POWERS: Thank you. We ask that you submit the rest of your testimony written. Thank you.

NICOLE SALK: Thank you.

CHAIRPERSON BROOKS-POWERS: Next, we'll call up Israel Asavato(SP?).

SERGEANT AT ARMS: You may begin.

ISRAEL ASAVATO: Good morning, uh good afternoon.

CHAIRPERSON BROOKS-POWERS: Israel, you went out for a second. Go ahead, I'll give you your three seconds back.

ISRAEL ASAVATO: Can you hear me.

CHAIRPERSON BROOKS-POWERS: Yes.

ISRAEL ASAVATO: Okay, I've been driving in the For-Hire Center for nine years and four months and even though I have never been deactivated, I support Intro. 276 because it provides a transparent process for drivers such as myself. In our current state, we are all one ride away from deactivation. From the wealthiest to the poorest riders rely on drivers all the time to reach certain perks and benefits from the companies. After six years of being on the Uber platform, in February of this year, my account was blocked for 48 hours preventing me from earning because a rider accused me of being under the influence. I don't drink alcohol or use drugs and thank God I have an interior dash cam to prove that. I encourage all drivers to get a dual dash cam. We the drivers are the ones that bail all the operational expenses to work in this industry and these companies should not be able to block or deactivate any driver without proof.

Off the topic, I just want to mention these things. These companies classify us as independent contractors. If we are truly independent contractors, then why aren't we provided with the pick up and drop off details before accepting the trip. Why are we penalized through an acceptance rate when we don't accept a trip? Shouldn't we be able to accept trips we want and refuse trips we don't want? Why is our acceptance and capsulation rate monitored? Thank you for having me and have a great day.

CHAIRPERSON BROOKS-POWERS: Thank you. Next we will call up Glenn Velafsky(SP?).

SERGEANT AT ARMS: You may begin.

CHAIRPERSON BROOKS-POWERS: Glenn Velafsky?

SERGEANT AT ARMS: You are unmuted Glenn. Glenn, we can't hear you.

CHAIRPERSON BROOKS-POWERS: We'll come back to Glenn. We have in the room Mohamed Mohamed.

MOHAMED MOHAMED: Hi, my name is Mohamed Mohamed. I am an Uber and Lyft driver for ten years and also, I am a member in NYTWE.

Dear Council Member, by passing bill number 276, justice will be achieved for the driver as a result of malicious or false report. Passing Intro. 276 will achieve psychological and mental safety for the driver. Making his performance on the road more safer. It is not fair to the driver to spend money to obtain TLC license and go to school and be a professional driver for many years. And when he think to have TLC cars for more than 50,000 or 60,000 and make the payment in five years and Uber accept to affiliate it, then Uber deactivated him without notification by a false report from one of those passengers.

I have here many, many sad stories through many drivers at LaGuardia Airport. They've been deactivated, unfairly deactivated. Thousands of drivers have been deactivated. I have also - I came today to explain the importance of bill 276 for the driver, even though I am not deactivated. I want to update my car and I worry about to update my car because of the unfair deactivation or the lockout. We have temporary lockout. I can say it's not lockout, it's a temporary deactivation. The lockout now its temporary deactivation.

So, if we open now, like I'm working for Lyft, a driver working for Lyft and you can see he cannot go online because he got a temporary deactivation which is lockout. So, please, I'm coming here to confirm and support 276. Thanks so much.

CHAIRPERSON BROOKS-POWERS: Thank you. We'll try to get Glenn Velofsky again.

SERGEANT AT ARMS: Glenn, you're unmuted. Can't hear you Glenn.

CHAIRPERSON BROOKS-POWERS: Is he on?

SERGEANT AT ARMS: Yes, he's on. Glenn, you're unmuted.

CHAIRPERSON BROOKS-POWERS: Alright, we'll give it a minute, we have another member of the public in person that we'll call up shortly. We are now calling up Nima Sange Sherpa.

UNIDENTIFIED: I'm talking on behalf of him. My name is Nima Sange Sherpa. His story is that he was driving with Uber a long time ago. In 2020, he was driving on a highway. He has a [INAUDIBLE 05:19:15] in his eyes and he has to brake it because traffic was very bad. So, passenger filed a complaint that driver is sleepy. So, they deactivated him. After that, he talked to them, he explained them. Next day, they opened his app and he started working again. After a couple of months, he was taking a passenger to JFK Airport. The girl was sitting behind the seat, she moved to the front and she started playing with the radio and she distracted him and they passed the yellow light and then they filed a complaint and since 2020, they permanently got deactivated. That's basically the story. So, he's been waiting the last 40 years to be activated, to reactivate and they're saying it is very unfair. They should be such an independent, the judge should decide, call both party and they should decide if he's guilty or not guilty and they should not have to deactivate driver like this. That's it. Okay, thank you.

CHAIRPERSON BROOKS-POWERS: Thank you. Can we see if Glenn Velafsky is available again?

SERGEANT AT ARMS: Glenn if you're on, you may begin.

SERGEANT AT ARMS: Glenn, we can't hear you.

CHAIRPERSON BROOKS-POWERS: If we have inadvertently missed anyone that has registered to testify today and has yet to have been called, please use the Zoom hand function if you are testifying remotely and you will be called in order that your hand has been raised. If you are testifying in person, please come to the dais.

SERGEANT AT ARMS: Glenn, you're unmuted. Unfortunately, we can't hear you.

CHAIRPERSON BROOKS-POWERS: If there's technical difficulties with Glenn, we ask that you submit your testimony in writing for the record.

With that, we thank everyone who took part in today's hearing and we look forward to continue discussions around these very important topics.

SERGEANT AT ARMS: Oh Chair?

CHAIRPERSON BROOKS-POWERS: Yes.

SERGEANT AT ARMS: Someone has their hand up. Uhm, Ugyen Pema.

CHAIRPERSON BROOKS-POWERS: Can you repeat the name?

SERGEANT AT ARMS: Ugyen Pema.

CHAIRPERSON BROOKS-POWERS: Ugyen Pema, okay.

SERGEANT AT ARMS: Yeah, I'll unmute you now.

UGYEN PEMA: Hello.

SERGEANT AT ARMS: Hello, you are unmuted.

UGYEN PEMA: Okay, hi, good afternoon. Thank you Chairwoman Brooks-Powers and members of the Transportation. My name is Ugyen and I'm a Tibetan New Yorker. I live in New York more than 26 years and I live in Jackson Heights Queens. I'm a taxi owner driver. I drive more than 20 years and I'm here to support the Introduction under Council Member Julie Won to make Losar a Tibetan New Year holiday for alternate side suspended. So, I would like to thank Julie Won. And then Tibetan New Year is actually very important for Tibetan and Sherpas from Nepal. And then I'm also part of the India. We have a lot of people in New York City. So, we would like to celebrate with the families and especially the first day we build monastery, temple, do the prayers and just like other communities who celebrate Eid, Christmas, or other holidays. So, we want not to worry about getting a parking ticket or move the car to the other side, so we could have piece of mind. So, I would like to I mean, I would very appreciate that you pass this bill.

And another thing is I'm a taxi driver is though I have the city and TLC, I want to request that in New York City there's disruption with the doorman and the drivers. Some of the drivers, they made a group app so they could have a connection with a lot of doormen, especially in Manhattan midtown hotels. So, to get a job, to have a job like LaGuardia, we have to pay $6.00 to doorman. $10, $12 at JFK and then –

SERGEANT AT ARMS: Your time has expired. Thank you.

CHAIRPERSON BROOKS-POWERS: Thank you. We ask if you would like, you can submit written testimony for the remainder of your statement. Again, if we have inadvertently missed anyone that has been registered to testify today and has yet to have been called, please use the Zoom hand function if you are testifying remotely and you will be called in the order that your hand has been raised.

If you are testifying in person, please come to the dais.

Hearing none, we will now adjourn this hearing. We will close out this hearing. Thank you and have a great day. [GAVEL]

C E R T I F I C A T E

World Wide Dictation certifies that the foregoing transcript is a true and accurate record of the proceedings. We further certify that there is no relation to any of the parties to this action by blood or marriage, and that there is interest in the outcome of this matter.

Date October 20, 2024

EXHIBIT E

Committee Staff:
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Theodore Miller, Legislative Analyst
Kevin Kotowski, Senior Policy Analyst
John Basile, Senior Policy Analyst
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THE COUNCIL OF THE CITY OF NEW YORK
Andrea Vazquez, Legislative Director

COMMITTEE REPORT OF THE INFRASTRUCTURE DIVISION
Bradley J. Reid, Deputy Director

COMMITTEE ON TRANSPORTATION AND INFRASTRUCTURE
Hon. Selvena N. Brooks-Powers, Chair

December 18, 2025

PROPOSED INT. NO. 276-A:	By Council Members Krishnan, Hanif, Lee, Restler, Marte, Brewer, Hudson, Cabán, Abreu, Banks, Ung, Schulman, Sanchez, Ayala, Avilés, Zhuang, Riley, Joseph, Stevens, Hanks, Nurse, De La Rosa, Gutiérrez and Epstein
TITLE:	A Local Law to amend the administrative code of the city of New York, in relation to the wrongful deactivation of high-volume for-hire vehicle drivers
ADMINISTRATIVE CODE:	Adds a new subchapter 8 of chapter 12 of title 20; and amends sections 20-1204, 20-1207, 20-1208, 20-1209, 20-1211, and 20-1212
PROPOSED INT. NO. 1000-A:	By Council Members Brannan, Farías, Narcisse, Banks, Brewer, Nurse, Ossé, Louis, Zhuang, Lee and Schulman

TITLE:	A Local Law in relation to establishing a for-hire vehicles parking pilot program
<u>PROPOSED INT. NO. 1233-A:</u>	By Council Members Bottcher, Krishnan, Ossé, Brannan, Hanif, Brooks-Powers, Narcisse, Holden and Morano
TITLE:	A Local Law to amend the administrative code of the city of New York, in relation to the planting of vegetation on new medians separating bicycle lanes from motorized vehicle traffic
ADMINISTRATIVE CODE:	Adds a new section 19-159.9
<u>PROPOSED INT. NO. 1346-A:</u>	By Council Members Brooks-Powers, Williams, Narcisse, Banks, Louis and Salaam
TITLE:	A Local Law to amend the administrative code of the city of New York, in relation to requiring the department of transportation to study the commuter van industry
ADMINISTRATIVE CODE:	Adds a new section 19-175.9

INTRODUCTION

On December 18, 2025, the Committee on Transportation and Infrastructure, chaired by Majority Whip Selvena N. Brooks-Powers, will conduct a hearing to vote on the following legislation: Proposed Int. No. 276-A, sponsored by Council Member Shekar Krishnan, in relation to the wrongful deactivation of high-volume for-hire vehicle drivers; Proposed Int. No. 1000-A, sponsored by Council Member Justin Brannan, in relation to establishing a for-hire vehicles parking pilot program; Proposed Int. No. 1233-A, sponsored by Council Member Erik Bottcher, in relation to the planting of vegetation on new medians separating bicycle lanes from motorized vehicle traffic; and Proposed Int. 1346-A, sponsored by Council Member Brooks-Powers, in relation to requiring the department of transportation to study the commuter van industry.

A previous version of Proposed Int. No. 276-A was heard at a September 27, 2024 hearing titled: "TLC: For-Hire Vehicles, Commuter Vans and other TLC Licensees." At this hearing, the Committee heard testimony from representatives of the New York City ("NYC" or "City") Taxi and Limousine Commission ("TLC"), taxi medallion owners and drivers, for-hire vehicle ("FHV") drivers, industry advocates, and other interested stakeholders.

A previous version of Proposed Int. No. 1000-A and a previous version of Proposed Int. No. 1346-A were heard at a September 15, 2025 hearing titled: "TLC: Commuter Vans, For-Hire Vehicles, and Licensing in NYC's Evolving Transportation Landscape." At this hearing, the Committee heard testimony from representatives of TLC, NYC Department of Transportation ("DOT"), FHV drivers, industry advocates, and other interested stakeholders.

A previous version of Proposed Int. 1233-A was heard at an October 1, 2025 hearing titled: "Maintaining, Greening, and Enhancing the City's Sidewalks, Medians, and Streetscapes." At this hearing, the Committee heard testimony from representatives of NYC DOT, NYC Department of Parks and Recreation ("DPR"), street safety advocates, stakeholders related to public space, environmental advocates, and other interested stakeholders.

BACKGROUND

PROPOSED INT. NO. 276-A & PROPOSED INT. NO. 1000-A

TLC

TLC, created in 1971, is responsible for the regulation and licensing of: taxicabs, including medallion taxicabs (also known as yellow taxis) and street hail liveries (also known as green or boro taxis); FHVs; commuter vans; and paratransit vehicles.[1] TLC has approximately 600 employees and its Board consists of nine members, eight of whom are unsalaried Commissioners, along with the salaried Commissioner and Chair ("TLC Chair").[2] TLC Chair is the head of the TLC and presides over its public meetings.[3] TLC regulates over 200,000 TLC licensees in NYC.[4]

FHVs

The category of FHVs was historically composed of liveries, corporate black cars, and luxury limousines,[5] however the FHV industry has experienced tremendous changes with the introduction of mobile application-based (app-based) FHVs in the City (including Uber and Lyft,

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[1] N.Y.C. TLC, *About*, https://www1.nyc.gov/site/tlc/about/about-tlc.page.
[2] *Id.*
[3] *Id.*
[4] *Id.*
[5] TLC, *2018 Fact Book,* https://www1.nyc.gov/assets/tlc/downloads/pdf/2018_tlc_factbook.pdf

collectively "the FHV services"). As a result, the number of licensed FHVs increased from approximately 39,700 in 2011[6] to more than 130,000 in March 2018, with TLC issuing licenses to approximately 2,000 new FHVs per month at that time.[7] Ultimately, this led to the City Council's passage of Local Law 147 of 2018,[8] which paused the issuance of new FHV licenses, with an exception for wheelchair-accessible vehicles, and Local Law 149 of 2018, which created a new license category, High-Volume For-Hire Services ("HVFHS"), for TLC-licensed FHV bases that dispatch more than 10,000 trips per day.[9] In 2022, TLC allowed an exemption for an additional 1,000 electric vehicle FHVs.[10] In September 2025, TLC data indicated that there are approximately 105,000 licensed FHVs currently active in the City, as well as roughly 108,000 licensed FHV drivers.[11]

A survey conducted as part of a 2024 TLC report reported that 91% of surveyed drivers were born outside of the United States, and 86% were non-white.[12] Eighty percent of the surveyed drivers relied on driving as their sole source of income, and another 11% reported that it was more

[6] TLC, *2011 Annual Report*, https://www1.nyc.gov/assets/tlc/downloads/pdf/annual_report_2011.pdf
[7] Testimony of Commissioner Joshi before the Committee on For-Hire Vehicles, March 8, 2018 NYC Council Hearing, https://legistar.council.nyc.gov/View.ashx?M=F&ID=5872328&GUID=DB0BCBEA-4B02-468F-B948-512FA842D7EE
[8] Local Law 147, https://legistar.council.nyc.gov/LegislationDetail.aspx?ID=3331789&GUID=6647E630-2992-461F-B3E3-F5103DED0653&Options=ID|Text|
[9] TLC, Businesses, *High-Volume For-Hire Services*, https://www.nyc.gov/site/tlc/businesses/high-volume-for-hire-services.page
[10] TLC, *TLC's Fiscal 2024 Mayor's Management Report,* https://www.nyc.gov/assets/operations/downloads/pdf/mmr2024/tlc.pdf
[11] TLC, *Aggregated Reports: Yellow Taxi, Green Taxi, and For-Hire Vehicle (FHV) Monthly Data*, https://www.nyc.gov/site/tlc/about/aggregated-reports.page (follow "Monthly Data Reports" hyperlink).
[12] *Revised Expense Model for the NYC Taxi and Limousine Commission's High-Volume For-Hire Vehicle Minimum Pay Standard*, Report for the New York City Taxi and Limousine Commissioner at pg. 9, James A. Parrott, Dec. 2024, https://www.nyc.gov/assets/tlc/downloads/pdf/driver_expense_report.pdf.

than half but not all of their income.[13] Sixty-six percent of drivers surveyed were still paying off their vehicle, with 79% of drivers stating that they rented their vehicle primarily to drive for the FHV services.[14] The median car payment for driver-owners of internal combustion engine ("ICE") vehicles was $735 a month and $950 a month for driver-owners of electric vehicles ("EVs"), while median insurance costs was $379 a month ($4,548 annually) for ICE vehicle owners and $396 a month ($4,750 annually) for EVs.[15] Although the report examined other additional operating expenses, these two are relevant to deactivations because they continue to accrue while the driver is temporarily deactivated and no longer operating their vehicle.

An analysis conducted by the Asian American Legal Defense and Education Fund ("AALDEF") of data collected by the New York Taxi Workers Alliance in 2025 similarly found that 95% of drivers relied on their driving income as the main source of income for their family, 69% of drivers were still paying off their vehicle, 88% bought their vehicle for the purpose of working for the FHV services, and that median vehicle expenses were $1,200 a month.[16] FHV drivers are predominantly immigrant and minority populations,[17] with both low and unstable income.[18] Additionally, FHV drivers are also required to invest significant resources up front in order to begin operations, while continuing to accrue monthly expenses even if they are

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[13] *Id.*
[14] *Id.* at pg. 15.
[15] *Id*. at pgs. 25, 27-28.
[16] AALDEF, *Deactivated Without Cause: The Data Behind Unjust Firings of Drivers* at pgs. 14-15, October 28, 2025, https://www.aaldef.org/press-release/aaldef-report-uber-and-lyft-deactivate-nyc-drivers-with-no-notice-no-due-process-and-no/.
[17] *Revised Expense Model for the NYC Taxi and Limousine Commission's High-Volume For-Hire Vehicle Minimum Pay Standard* at pg. 9; Gany, et. al., *Food insecurity among New York City taxi and for-hire vehicle drivers*, Work, May 17, 2023, https://pmc.ncbi.nlm.nih.gov/articles/PMC10191220/#R6
[18] Gany, et. al.

temporarily or permanently prohibited from working for the FHV services.[19]

Deactivations

Uber and Lyft currently have the ability to disable an FHV driver's ability to accept ride dispatches through their Uber or Lyft account, a process known as account deactivation. The FHV services state that reasons a driver may be deactivated include document issues (*i.e.*, an expired license on file), safety issues (including account sharing, unsafe driving, or altercations with passengers), fraudulent activities, and discrimination against passengers.[20]

When a driver is deactivated, they may appeal that deactivation with the FHV service,[21] and may request to be represented by the Independent Drivers Guild ("IDG").[22] Certain deactivations, such as those resulting "appeals related to criminal activity while on the app, like theft or reckless driving … [and] appeals related to physical or sexual altercations," are not subject to appeal with Uber,[23] while Lyft maintains a "zero-tolerance" policy for drug and alcohol related offenses.[24] These policies, in combination with the FHV services' refund policy for passengers,

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[19] *See Revised Expense Model for the NYC Taxi and Limousine Commission's High-Volume For-Hire Vehicle Minimum Pay Standard* at pgs. 25, 27-28; AALDEF at pgs. 14-15.
[20] Uber, *Deactivations*, September 23, 2024, https://www.uber.com/us/en/drive/driver-app/deactivation-review/#our-commitment; Lyft, Deactivations, https://help.lyft.com/hc/en-us/all/articles/7366276697-Deactivations
[21] Uber, *Driver deactivation review panel*, June 29, 2020, https://www.uber.com/blog/new-york-appeals/; Lyft, *Appealing permanent deactivations*, https://help.lyft.com/hc/en-us/all/articles/5354487457-Appealing-permanent-deactivations
[22] IDG, *Deactivation support*, Apr. 11, 2022, https://driversguild.org/benefit/deactivation/; Uber, *Driver deactivation review panel*, June 29, 2020, https://www.uber.com/blog/new-york-appeals/
[23] Uber, *Driver Deactivation Review Panel*, June 29, 2020, https://www.uber.com/blog/new-york-appeals/
[24] Lyft, *Zero-tolerance drug and alcohol policy*, https://help.lyft.com/hc/en-us/all/articles/115012926187

has led to some passengers lodging false complaints to recoup the cost of their ride at the expense of the FHV driver's livelihood.[25]

With respect to the set of appealable deactivations, IDG reports that they have represented approximately 20,000 drivers in the City over the past five years, including 4,800 cases in 2024, and were able to obtain reinstatement for 90% of those drivers, many within days of taking up the appeal.[26] IDG's consistent success at obtaining reinstatement for a large number of drivers each year suggests that a significant number of deactivations either do not stand up to closer scrutiny or could be quickly resolved upon opening a line of communication between the FHV drivers and the FHV services.

In February 2023, the Asian Law Caucus conducted a survey of FHV drivers in California.[27] They reported that two out of three FHV drivers surveyed experienced discrimination, sexual harassment, or other forms of misconduct or customer bias while driving for the FHV services.[28] Half of the drivers who faced racial discrimination from a customer were also reported *by* the customer.[29] Drivers of color were more likely to be deactivated, with 69% of the surveyed drivers of color experiencing some form of deactivation compared to 57% that identified as white.[30] Almost all deactivated FHV drivers experienced some form of hardship as a

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[25] *Uber cracking down on users who give bad ratings to get refunds*, Daniel Miller, Fox TV Digital Team, No. 15, 2023, https://www.fox4news.com/news/uber-crack-down-users-bad-ratings-refunds; *Uber drivers are losing their jobs over fake DUI complaints*, Dara Kerr, CNET, Mar. 16, 2020, https://www.cnet.com/tech/mobile/uber-drivers-are-losing-their-jobs-over-fake-dui-complaints/;
[26] IDG, *Deactivation Representation*, https://driversguild.org/deactivation/
[27] *Fired by An App: The Toll of Secret Algorithms and Unchecked Discrimination on California Rideshare Drivers*, Asian Law Caucus, Feb. 28, 2023, https://www.asianlawcaucus.org/news-resources/guides-reports/fired-by-an-app-report
[28] *Id.* at 6.
[29] *Id.*
[30] *Id.*

result of their deactivation, with 18% losing their vehicle and 12% losing their homes.[31] The Asian Law Caucus recommended requiring just cause for deactivations, providing due process to drivers, and conducting meaningful and transparent investigations into customer complaints in order to address these issues.[32]

In October 2025, AALDEF's report on driver deactivations found that most of the surveyed deactivated drivers were long-time, high-performing drivers with high ratings and no record of misconduct, and were deactivated without prior notice based on vague allegations of "customer complaints."[33] Seventy percent of the drivers for Uber and 76% of the drivers for Lyft reported not receiving any notice prior to deactivation.[34] Forty percent of the drivers for Uber and 33% of the drivers for Lyft reported that when deactivations were due to customer complaints, they were not told when the alleged incident occurred; and 64% of the drivers for Uber and 75% of the drivers for Lyft reported that when deactivations were due to multiple complaints, they were not informed of the earlier complaints prior to deactivation.[35] As a result of being deactivated, the most common consequences experienced by these FHV drivers was an inability to pay rent or afford groceries.[36] To address these issues, AALDEF recommended requiring a just cause framework for deactivation and implementing protections to require transparency and due process for drivers.[37]

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[31] *Id.*
[32] *Id.* at 7.
[33] AALDEF, *Deactivated Without Cause: The Data Behind Unjust Firings of Drivers*, October 28, 2025, https://www.aaldef.org/press-release/aaldef-report-uber-and-lyft-deactivate-nyc-drivers-with-no-notice-no-due-process-and-no/
[34] *Id.* at 7 and 10.
[35] *Id.*
[36] *Id.* at 8 and 11.
[37] *Id.* at 16.

Introduction of a bill to address wrongful deactivations

Int. No. 276 was based upon its predecessor from a prior legislative session, Int. No. 1078 of 2023,[38] which was prepared based on the receipt of numerous complaints from FHV drivers about the arbitrary deactivation of FHV drivers. This is in line with news reporting around the time of Int. 1078 and the years leading up to it of customers lodging false complaints against drivers in order to secure a refund for their trip.[39] Given that FHV drivers could lose their livelihood based upon a false complaint, motivated by either a passenger's financial incentive[40] or racial animus[41] against the predominantly immigrant and racial minority FHV drivers,[42] Int. No. 1078, and its successor, Int. No. 276, were introduced in an attempt to address this problem by requiring just cause or a bona fide economic reason before an FHV driver could be deactivated, requiring notice to the driver prior to deactivation (except in cases where immediate deactivation was warranted), and requiring a meaningful process through which the FHV driver could challenge their deactivation. The bill also provides a 'look-back' provision to provide relief to FHV drivers who were previously subject to wrongful deactivations, and set guardrails when deactivations have to be made for bona fide economic reasons to ensure that the deactivations made during those periods are not arbitrary.

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[38] Introduction 1078-2023, https://legistar.council.nyc.gov/LegislationDetail.aspx?ID=6252775&GUID=F6720790-ED39-4F04-9346-0CCD75E2B555

[39] *Uber cracking down on users who give bad ratings to get refunds*, Daniel Miller, Fox TV Digital Team, No. 15, 2023, https://www.fox4news.com/news/uber-crack-down-users-bad-ratings-refunds; *Uber drivers are losing their jobs over fake DUI complaints*, Dara Kerr, CNET, Mar. 16, 2020, https://www.cnet.com/tech/mobile/uber-drivers-are-losing-their-jobs-over-fake-dui-complaints/;

[40] *Id.*

[41] *See Fired by An App: The Toll of Secret Algorithms and Unchecked Discrimination on California Rideshare Drivers* at pg. 6

[42] *Revised Expense Model for the NYC Taxi and Limousine Commission's High-Volume For-Hire Vehicle Minimum Pay Standard* at pg. 9; Gany, et. al., https://pmc.ncbi.nlm.nih.gov/articles/PMC10191220/#R6

Concerns from Service Providers

When Int. No. 276 was heard on September 27, 2024, both FHV services testified in opposition to the bill. Lyft stated that a 15-day notice requirement for *all* deactivations would "create serious safety hazards for users of the Lyft platform and the public as a whole," and "would make it impossible for Lyft to comply with conflicting regulations that call for drivers to be deactivated immediately."[43] Lyft additionally had concerns that the bill would require that victims be forced to relive traumatic events, and raise privacy concerns if the Department of Worker and Consumer Protection ("DCWP") were permitted to investigate complaints.[44] In addition, Lyft testified that the bill failed to take into account existing deactivation processes already set in place, including through Lyft's partnership with IDG.[45]

Uber requested that TLC, not DCWP, be responsible for overseeing the process set out in Int. No. 276, and that the bill apply equally to all FHV bases and medallion operators.[46] Uber requested that the bill should be revised to only apply to long-term deactivations (30 days or longer), and exclude deactivations caused by regulatory compliance issues.[47] Uber requested that the term "egregious misconduct" be defined to include "conduct that endangers the physical safety of others, intentionally causes economic harm, or is physically or verbally threatening, harassing,

[43] Hearing Testimony 9/27/24, Testimony submitted re: Intro 0276 – Deactivation of FHV drivers, Larry Gallegos for Lyft at pgs. 54-55, Sept. 27, 2024, https://legistar.council.nyc.gov/View.ashx?M=F&ID=13357427&GUID=F4E8C99F-EED7-469B-830E-B340D3E2F3AB.
[44] *Id.*
[45] *Id.*
[46] Hearing Testimony 9/27/24, Comments of Uber USA, LLC re: Int-0276-2024: Wrongful deactivation of high-volume for-hire vehicle drivers, Josh Gold for Uber at pg. 69, Sept. 27, 2024, https://legistar.council.nyc.gov/View.ashx?M=F&ID=13357427&GUID=F4E8C99F-EED7-469B-830E-B340D3E2F3AB.
[47] *Id.*

or abusive," allow for discretionary decision-making outside of the specifically defined categories of conduct, and cover conduct even when the driver is not providing driving services for the FHV service.[48] Uber additionally requested that the pre-deactivation notice period be reduced to 3 days because "[a]llowing drivers who have violated Uber's Platform Access Agreement or Community Guidelines to remain on the platform during a notice period may jeopardize the safety of other users."[49] Uber also testified about the success of their Driver Review Center and partnership with IDG.

Between September 27, 2024 through December 10, 2025, committee staff further engaged with the FHV services, as well as organizations representing various vulnerable passenger populations, to discuss their concerns about Int. No. 276. The primary concern of the organizations representing vulnerable passenger populations was that although the bill already permitted immediate deactivation of drivers who engaged in "egregious misconduct," that term was not defined. The FHV services also continued to request that "egregious misconduct" be defined using specific categories of wrongdoing in order to enable them to easily determine whether a driver's conduct qualified as egregious misconduct, and therefore could be immediately deactivated pursuant to the bill.

As a result of these conversations and in consideration of the public testimony of the FHV services, the bill was amended to define "egregious misconduct" as any "conduct that poses an imminent danger to other persons, including but not limited to violence, threats to engage in

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[48] *Id.*
[49] *Id.* at pg. 70.

violence, sexual harassment, or sexual assault" as well as "discrimination in violation of federal, state, or local law," and both account sharing and repeated fraudulent behavior were added to the list of conduct that excuses the FHV service from providing 14 days' notice prior to deactivation. As Uber requested, the term is broadly defined so as to include conduct that occurs outside of the FHV driver's performance of driving services for the FHV service. The umbrella definition of "conduct that poses an imminent danger to other persons" was chosen over Uber's suggestion of conduct that endangers others because Uber's preferred definition would be over-inclusive and could include behavior such as the failure to properly signal a turn that, although it arguably endangers others, does not rise to the level of wrongdoing contemplated by the term "egregious misconduct." In addition, deactivations required by law were excluded from the prohibition against wrongful deactivations to address both FHV services' concerns about regulatory compliance, meaning that an FHV service could immediately deactivate a driver without consequence if TLC rules, or any relevant law, required that result.

The FHV services' concerns about the bill's interaction with their existing appeals process and their relationship with IDG was addressed by removing the DCWP-run arbitration process and instead relying on an "informal resolution process" initiated with the FHV services through an "email address, website, or other form of electronic communication maintained by [the FHV service]," and allowing the driver to be represented throughout this process (and during the DCWP investigation, if there is one).

In addition to these amendments to address the primary concerns of the FHV services (permitting the immediate deactivation of drivers who engage in egregious misconduct, and integrating the bill's process with the FHV services' existing processes), the discussions with the FHV services also yielded other amendments to ease the FHV services' compliance burden. The bill was amended to narrow the data required to be produced to the driver upon deactivation and personally identifiable information was required to be redacted; the definition of "deactivation" was amended to provide additional flexibility for temporary restrictions of access (up to 168 hours a year); and language concerning the consideration of exculpatory evidence was added at the request of the FHV services.

However several requests made by the FHV services during their public testimony could not be accommodated. Uber's request that TLC, not DCWP, be responsible for the oversight contemplated by this bill was rejected based on discussions with the agencies themselves, which both believed DCWP to be the agency better suited for this task. Uber's request that this bill be extended to all FHV bases was rejected because the balance struck by this bill would best fall only on entities defined by TLC rules as high-volume for-hire vehicle services as opposed to every single FHV or medallion operator regardless of size. Uber's request that the bill only concern long-term deactivations could not be addressed because of the potential for abuse if the FHV services were to string together a sequence of 'temporary' deactivations separated by brief moments of re-activation to fall outside of the definition of a 'long-term' or 'permanent' deactivation; however the bill was amended to afford the FHV services greater flexibility, allowing for up to 168 hours of temporary deactivation a year to conduct investigations or for any other reasons. Lyft's concerns about passenger privacy was partially addressed by requiring the redaction of passenger personally identifiable information, but could not be totally addressed because, in the interests of due process, it may be required that the driver be provided information about the specific allegation giving rise to their deactivation (including when and where the driver allegedly engaged in the misconduct).

Outside of their public testimony, the FHV services and other stakeholders made additional requests for amendments that could not be accommodated. Some requests ran counter to the goals of the bill (*e.g.*, requesting that drivers who challenge their deactivations and fail should be subject to civil penalties), or disrupted the careful balance struck by the bill (requesting a standard more deferential to the FHV services when defending a deactivation than preponderance of the evidence). The FHV services frequently requested amendments that, if accommodated, would swallow the bill whole, *e.g.*, permitting any deactivation based on a ground set forth in the terms of service (which could permit deactivations for any reason); allowing any violation of the FHV services' anti-discrimination policy to qualify as egregious misconduct (with no guardrails on what that policy might say); allowing the FHV services' reasonable belief of misconduct to qualify as just cause (which would permit the FHV service to keep a driver deactivated even in the face of a DCWP determination to the contrary); or permitting any number of temporary deactivations so long as three days' notice is provided (allowing the FHV services to constructively permanently deactivate an FHV driver so long as notice is continuously provided), etc.

Proposed Int. No. 1000-A: Public Bathrooms for TLC Drivers

A significant concern of the City's taxi and FHV drivers is their lack of access to restrooms while on duty. Because there are limited places for drivers to safely and legally pull over in high-demand areas of NYC like Manhattan, drivers are often forced to drive to other boroughs just to find a place to take a break, resulting in increased congestion and lost wages.[50] The inability of drivers to reliably find a place to take timely breaks also has serious health and quality of life implications.[51] To address this issue, DOT has been working with TLC and driver advocacy stakeholders to install taxi and FHV relief stands,[52] which allow drivers to park and leave their vehicles for up to one hour to give them the opportunity to use the bathroom.[53] However, the City's relief stands are currently disproportionately available to taxi drivers. Of the 113 relief stands citywide, 43 are for taxis only, with the remaining 70 available to both taxis and FHVs.[54] Of the 70 relief stands in Manhattan, 36 are for taxis only, with the remaining 34 available to both taxis and FHVs.[55] For the roughly 108,000 active FHV drivers in the City,[56] that equates to one relief stand in Manhattan for every 3,176 drivers.

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[50] Independent Drivers Guild, *Manhattan Bathroom Break*, (Feb. 16, 2022), https://driversguild.org/manhattan-bathroom-break/; Peter Saalfield, *Rideshare Drivers With No Place to Go Demand Bathroom Access*, Columbia Journalism School (Oct. 30, 2023), https://columbianewsservice.com/2023/10/30/rideshare-drivers-with-no-place-to-go-demand-bathroom-access/.

[51] Alon Mass et al., *Taxi Cab Syndrome: A Review of the Extensive Genitourinary Pathology Experienced by Taxi Cab Drivers and What We Can Do to Help*, 16 Rev. Urol. 99-104 (2014), https://pmc.ncbi.nlm.nih.gov/articles/PMC4191628/.

[52] David Do, Chair and Comm'r, N.Y.C. TLC, *Testimony Before the City Council Committee on Transportation and Infrastructure*, 3 (Sept. 15, 2025).

[53] N.Y.C. DOT, *Taxi and For-Hire Vehicle Relief Stands*, https://www.nyc.gov/html/dot/html/motorist/taxirelief.shtml.

[54] N.Y.C. DOT, *Taxi and For Hire Vehicle Relief Stands Dataset,* N.Y.C. OpenData (last updated Dec. 1, 2025), https://data.cityofnewyork.us/Transportation/Taxi-and-For-Hire-Vehicle-FHV-Relief-Stands/vqu8-xef9/about_data.

[55] *Id*.

[56] TLC, *Aggregated Reports: Yellow Taxi, Green Taxi, and For-Hire Vehicle (FHV) Monthly Data*, https://www.nyc.gov/site/tlc/about/aggregated-reports.page (follow "Monthly Data Reports" hyperlink).

PROPOSED INT. NO. 1233-A

Department of Transportation

DOT's mission is to provide for the safe, equitable, and sustainable movement of people and goods in NYC, while creating public spaces that strengthen the City's communities.[57] The agency's vision is a transportation system that provides equitable mobility for all residents and visitors, while also being environmentally sustainable and built to adapt to the threat of climate change.[58] DOT is responsible for a significant amount of the City's public infrastructure, which includes planning, design, construction, maintenance, and management of roads, sidewalks, bridges, traffic signals, and signs.[59] DOT has an annual operating budget of $1.5 billion and a 10-year $33.5 billion capital program, with nearly 6,000 employees.[60] Overall, DOT manages: 6,300 miles of streets and highways; over 12,000 miles of sidewalk; approximately 800 bridges and tunnels; over one million street signs; 13,500 signalized intersections; nearly 400,000 streetlights; over 350 million linear feet of markings; 15,000 parking meters and 37 parking facilities; and the Staten Island Ferry.[61] DOT also is responsible for smaller-scale public realm elements located on City sidewalks and streets such as lampposts, medians, bicycle lane barriers, and traffic calming measures that impacts public safety, climate resiliency, and quality of life.

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[57] N.Y.C. DOT, *About DOT*, https://www1.nyc.gov/html/dot/html/about/about.shtml.
[58] *Id.*
[59] *Id.*
[60] *Id.*
[61] *Id.*

Medians

According to the Federal Highway Administration ("FHWA"), a median "is the area between opposing lanes of traffic, excluding turn lanes."[62] In urban and suburban areas, medians "can be defined by pavement markings, raised medians, or islands to separate motorized and nonmotorized road users."[63] These medians may include trees or plantings to create natural barriers and make neighborhoods more environmentally sustainable and appealing.[64]

In the City, DOT utilizes medians, raised medians, and pedestrian safety islands (also known as "pedestrian refuge islands") to improve pedestrian safety at specific roadways.[65] Such medians are primarily utilized along roadways or extended through intersections to prevent left-turns and through-movements to and from intersection streets.[66] Pedestrian refuge islands provide pedestrians and cyclists with access to the median.[67]

According to DOT, the planting of trees and other vegetation within medians has been shown to provide significant benefits—enhancing pedestrian safety, improving environmental quality, and beautifying the streetscape.[68] While DOT currently coordinates with DPR to support such planting as part of its work,[69] DOT is not required to facilitate planting within newly constructed medians.

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[62] Federal Highway Administration, *Proven Safety Measures, Medians and Pedestrian Refuge Islands in Urban and Suburban Areas*, https://highways.dot.gov/safety/proven-safety-countermeasures/medians-and-pedestrian-refuge-islands-urban-and-suburban-areas.
[63] *Id.*
[64] *Id.*
[65] N.Y.C. DOT, *Street Design Manual: Median Barrier*, https://www.nycstreetdesign.info/geometry/median-barrier.
[66] *Id.*
[67] *Id.*
[68] Margaret Forgione, First Deputy Comm'r, N.Y.C. DOT, *Testimony Before the City Council Committee on Transportation and Infrastructure*, 5 (Oct. 1, 2025).
[69] *Id.*

PROPOSED INT. NO. 1346-A

Commuter Vans

Commuter vans are a subclassification of common carriers with a seating capacity of at least nine but no more than twenty passengers, and that transport those passengers between a residential neighborhood and a work related central location, mass transit facility, shopping center, recreational facility, or airport.[70] Commuter vans first became popular in 1980 during a New York transit strike and have continued to be popular in some outer borough neighborhoods,[71] offering an affordable mode of transportation for residents that are underserved by traditional FHVs and mass transit.[72] However, commuter vans have also been the source of various community complaints over the years, including passengers littering while waiting to be picked up, increased traffic congestion, and double parking.[73] As of Calendar Year 2024, there were 12 authorized commuter van bases, which together operate 38 licensed vehicles with 59 licensed commuter van drivers.[74] This figure represents a significant decline from 2014, when there were 48 bases, 534 vehicles, and 289 licensed drivers.[75]

In addition to licensed commuter vans, unlicensed commuter vans are also prevalent in some neighborhoods in the City. Unlicensed commuter vans provide similar services as licensed

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[70] Ad. Code § 19-502.

[71] Kimiko de Freytas-Tamura, *Can 'Scooby Doo' and the Rest of the Dollar Vans Go High-Tech?,* New York Times, (Dec. 11, 2019), https://www.nytimes.com/2019/12/11/nyregion/dollar-van-app-nyc-dollaride.html.

[72] N.Y.C TLC, Commuter Van Decal Rule, (Jul. 16, 2015), https://www.nyc.gov/assets/tlc/downloads/pdf/newly_passed_rule_commuter_van_decal.pdf.

[73] *Id.*

[74] N.Y.C TLC, *New York City Taxi and Limousine Commission 2024 Annual Report,* (Jan. 2025), ://www.nyc.gov/assets/tlc/downloads/pdf/annual_report_2024.pdf.

[75] N.Y.C TLC, *New York City Taxi and Limousine Commission 2014 Annual Report,* (Jan. 2025), https://www.nyc.gov/assets/tlc/downloads/pdf/annual_report_2014.pdf.

commuter vans, but operate without the safety and consumer protection safeguards that TLC-licensed commuter vans are bound by, such as insurance and inspection requirements, as well as driver licensing requirements including background checks and drug testing.[76] According to the New York Times, as of 2019, nearly three-quarters of commuter van drivers in the City were operating illegally .[77] However, TLC has stated that the number of unlicensed commuter vans in operation is unknown.[78] Overall, data from TLC's Commuter Van Safety Study for Calendar Year 2023 indicated that over 93% of the 75 safety-related violations issued by TLC in Calendar Year 2023 were for violations related to unlicensed operation of a commuter van.[79] In an effort to reduce the number of unlicensed commuter vans operating in the City, TLC utilizes TLC enforcement agents and partners with the NYC Police Department ("NYPD") and the NYC Sheriff.[80] In total, in Calendar Year 2023, TLC seized four commuter vans, all of which were returned to their owners after a vehicle retention hearing at OATH.[81]

[76] 35 RCNY § 57-04
[77] Kimiko de Freytas-Tamura, *Can 'Scooby Doo' and the Rest of the Dollar Vans Go High-Tech?,* New York Times (Dec. 11, 2019), https://www.nytimes.com/2019/12/11/nyregion/dollar-van-app-nyc-dollaride.html.
[78] *Id.*
[79] N.Y.C. TLC, *Commuter Van Safety Study for Calendar Year 2023,* (Jun. 28, 2024), https://www.nyc.gov/assets/tlc/downloads/pdf/commuter_van_safety_study_2023.pdf.
[80] *Id.*
[81] *Id.*

LEGISLATIVE ANALYSIS

Below are brief summaries of the legislation being heard today by this Committee. These summaries are intended for informational purposes only and do not substitute for legal counsel. For more detailed information, review the full text of the bills, which are included below.

Proposed Int. No. 276-A, A Local Law to amend the administrative code of the city of New York, in relation to the wrongful deactivation of high-volume for-hire vehicle drivers

Proposed Int. No. 276-A would prohibit HVFHSs from deactivating their drivers except if there is just cause or a bona fide economic reason for the deactivation, or if the deactivation is required by law. Just cause means that the driver engaged in egregious misconduct, or other misconduct that is demonstrably and materially harmful to the business interests of the FHV services. Egregious misconduct means conduct that poses an imminent danger to other persons, including but not limited to violence, threats of violence, sexual harassment or assault, as well as discrimination in violation of the law. A bona fide economic reason means that the FHV services experienced a reduction in sales or profit.

When the underlying cause for a deactivation is alleged egregious misconduct, account sharing, or fraud, the driver may be deactivated immediately. If the underlying cause is a bona fide economic reason, the driver must be provided 120 days' notice. For all other deactivations, the driver is required to be provided 14 days' notice of their deactivation. The notice must explain the reasons for the deactivation and provide the driver with an opportunity to submit evidence contesting the deactivation.

Upon being deactivated, the driver must be permitted to challenge the deactivation through an informal process by reaching out to the FHV service through a website, email, or other electronic means. The driver may be represented as part of this process. The driver may also request that DCWP investigate their deactivation. If the deactivation is determined to be wrongful, the driver may be entitled to relief including but not limited to reinstatement and back pay.

This bill would also permit drivers who were previously deactivated by FHV services to seek reinstatement if their deactivations were wrongful, although the FHV services are not required to immediately reinstate the drivers if they are not currently accepting new drivers. Any such drivers that would be entitled to reinstatement would be put on a waitlist.

This bill would also require that the FHV services provide information about deactivations to DCWP in order to oversee the implementation of this program.

This local law would take effect 180 days after it becomes law.

Proposed Int. No. 1000-A, A Local Law in relation to establishing a for-hire vehicles parking pilot program

Proposed Int. No. 1000-A would require DOT to establish a pilot program to allow FHVs to park in commercial parking meter areas. The pilot program would have a 1-year duration, but could be extended by an additional 180 days if DOT determines that such an extension would promote the public interest. DOT would also be required to submit a report on the effects of the pilot program.

This local law would take effect immediately and expire and be deemed repealed 1 year after the submission of the report required by this local law.

Proposed Int. No. 1233-A, A Local Law to amend the administrative code of the city of New York, in relation to the planting of vegetation on new medians separating bicycle lanes from motorized vehicle traffic

Proposed Int. No. 1233-A would require DOT to build any new medians separating bicycle lanes from motorized vehicle traffic to accommodate the planting of trees and other vegetation, based on feasibility determinations made by DOT, in consultation with DPR. DPR would be required to plant, or permit to be planted, trees and other vegetation in the new medians accordingly. DOT would also be required to post information online regarding the long-term cleaning and maintenance responsibilities of such medians.

This local law would take effect 270 days after it becomes law.

Proposed Int. No. 1346-A, A Local Law to amend the administrative code of the city of New York, in relation to requiring the department of transportation to study the commuter van industry

Proposed Int. No. 1346-A would require DOT to study the licensed and unlicensed vans that make up NYC's commuter van industry. DOT would be required to study the service areas and ridership of commuter vans, survey commuter van passengers about their use of commuter vans and other forms of transportation, including public transit, and report on areas where commuter vans interfere with buses, pedestrians, and delivery zones. DOT would be required to complete this study by July 1, 2027 and every four years thereafter. The DOT commissioner may discontinue the study after October 1, 2039, if the commissioner determines that future studies are no longer necessary.

This local law would take effect immediately.

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Proposed Int. No. 276-A

By Council Members Krishnan, Hanif, Lee, Restler, Marte, Brewer, Hudson, Cabán, Abreu, Banks, Ung, Schulman, Sanchez, Ayala, Avilés, Zhuang, Riley, Joseph, Stevens, Hanks, Nurse, De La Rosa, Gutiérrez and Epstein

A Local Law to amend the administrative code of the city of New York, in relation to the wrongful deactivation of high-volume for-hire vehicle drivers

Be it enacted by the Council as follows:

Section 1. Subdivision a of section 20-1204 of the administrative code of the city of New York, as added by local law number 107 for the year 2017, is amended to read as follows:

a. No person shall take any adverse action against an employee or high-volume for-hire vehicle driver that penalizes such employee or high-volume for-hire vehicle driver for, or is reasonably likely to deter such employee or high-volume for-hire vehicle driver from, exercising or attempting to exercise any right protected under this chapter. Taking an adverse action includes threatening, intimidating, disciplining, discharging, demoting, suspending or harassing an employee or high-volume for-hire vehicle driver, reducing the hours or pay of an employee or high-volume for-hire vehicle driver, informing another employer or high-volume for-hire vehicle service that an employee or high-volume for-hire vehicle driver has engaged in activities protected by this chapter, and discriminating against the employee or high-volume for-hire vehicle driver, including actions related to perceived immigration status or work authorization. An employee or high-volume for-hire vehicle driver need not explicitly refer to this chapter or the rights enumerated herein to be protected from retaliation.

§ 2. Paragraphs 1 and 2 of subdivision b of section 20-1207 of the administrative code of the city of New York, as amended by local law number 80 for the year 2020, are amended to read as follows:

1. Any person, including any organization, alleging a violation of this chapter may file a complaint with the department within two years of the date the person knew or should have known of the alleged violation<u>, except that (i) a complaint alleging a violation of section 20-1282 or section 20-1283 may be filed only by the deactivated high-volume for-hire vehicle driver or by a representative of such high-volume for-hire vehicle driver, provided that the high-volume for-hire vehicle driver has agreed to such representation and (ii) a complaint alleging a violation of section 20-1283 may be filed within one year after the effective date of the local law that added subchapter 8 of this chapter</u>.

2. Upon receiving such a complaint, the department shall investigate it<u>, except that upon receiving a complaint alleging a violation of any provision of subchapter 8 of this chapter, the department shall, if resources permit, investigate the complaint</u>.

§ 3. Paragraph 5 of subdivision b of section 20-1207 of the administrative code of the city of New York, as amended by local law number 80 for the year 2020, is amended to read as follows:

5. The department shall keep the identity of any complainant confidential unless disclosure is necessary to resolve the investigation or is otherwise required by law<u>, except that for complaints alleging violations of section 20-1282 or 20-1283, the department shall provide notice of the complaint and the identity of the complainant to the high-volume for-hire vehicle service as soon</u>

as practicable. The department shall, to the extent practicable, notify such complainant that the department will be disclosing the complainant's identity before such disclosure.

§ 4. The section heading of section 20-1208 of the administrative code of the city of New York, as added by local law 107 for the year 2017, is amended to read as follows:

§ 20-1208 Specific administrative remedies [for employees or former employees].

§ 5. Subdivision c of section 20-1208 of the administrative code of the city of New York, as added by local law number 107 for the year 2017 and redesignated by local law number 2 for the year 2021, is redesignated subdivision e and amended and new subdivisions c and d are added to such section to read as follows:

c. 1. For each violation by a high-volume for-hire vehicle service of section 20-1282 or 20-1283, the department shall order reinstatement or restoration of access to the driver platform of such high-volume for-hire vehicle service by such high-volume for-hire vehicle driver, unless waived by such high-volume for-hire vehicle driver.

2. For each violation by a high-volume for-hire vehicle service of section 20-1282 the department shall order the payment of back pay to the wrongfully deactivated high-volume for-hire vehicle driver, and such back pay shall be equal to the amount such high-volume for hire vehicle driver would have normally earned or received from such high-volume for-hire vehicle service during the period of a wrongful deactivation if such wrongful deactivation had not occurred, provided that:

(a) The department may subtract any additional amounts earned or received by such high-volume for-hire vehicle driver from other work during such period in excess of what such high-volume for-hire vehicle would have normally earned or received from other work if such deactivation had not occurred;

(b) For purposes of this paragraph, the amount a high-volume for-hire vehicle driver would have normally earned or received from a high-volume for-hire vehicle service or other work over a period of deactivation shall be determined based on the average daily amount such high-volume for-hire vehicle driver earned or received from such high-volume for-hire vehicle service or such other work over a reasonably comparable period;

(c) Notwithstanding any provision of this subdivision to the contrary, where a violation of section 20-1282 arises from an allegation of egregious misconduct that was not substantiated, back pay shall not accrue until 15 days after the date of deactivation of a high-volume for-hire vehicle driver; and

(d) The department may adjust the amount of back pay owed to a high-volume for-hire vehicle driver, as appropriate, based on a failure by such high-volume for-hire vehicle driver to make a reasonable effort to mitigate any loss of income, provided that a high-volume for-hire vehicle service shall have the burden of proving by a preponderance of the evidence that a driver failed to make a reasonable effort to mitigate;

d. For violations of this chapter, the department may grant the following relief to a high-volume for-hire vehicle driver or former high-volume for-hire vehicle driver:

1. All compensatory damages and other relief required to make such high-volume for-hire vehicle driver or former high-volume for-hire vehicle driver whole;

2. An order directing a high-volume for-hire vehicle service to comply with the requirements set forth in subchapter 8 of this chapter;

3. For each violation of section 20-1204,

(a) Any equitable relief appropriate under the circumstances, including rescission of any discipline issued, reinstatement of any deactivated high-volume for-hire vehicle driver, and payment of back pay for any loss of pay or benefits resulting from discipline or other action taken in violation of section 20-1204;

(b) $500 for each violation not involving deactivation, as such term is defined in section 20-1281; and

(c) $2,500 for each violation involving deactivation, as such term is defined in section 20-1281;

4. For each violation of 20-1282, $500, rescission of any discipline issued, and any other equitable relief as may be appropriate;

5. For each violation of subdivision c of section 20-1284, $500;

6. For each violation of section 20-1286, $500; and

7. For each violation of section 20-1289, $500.

e. The relief authorized by this section shall be imposed on a per employee or high-volume for-hire vehicle driver and per instance basis for each violation.

§ 6. Section 20-1209 of the administrative code of the city of New York, as added by local law 107 for the year 2017, is amended to read as follows:

§ 20-1209 Specific civil penalties payable to the city. a. For each violation of this chapter, except for any violation of section 20-1283, an employer or high-volume for-hire vehicle service is liable for a penalty of $500 for the first violation and, for subsequent violations that occur within two years of any previous violation of this chapter, up to $750 for the second violation and up to $1,000 for each succeeding violation.

b. The penalties imposed pursuant to this section shall be imposed on a per employee or high-volume for-hire vehicle driver and per instance basis for each violation.

§ 7. Section 20-1211 of the administrative code of the city of New York, as added by local law number 107 for the year 2017, subdivision a as amended, subdivision c as added, and subdivisions d and e as redesignated by local law number 2 for the year 2021, is amended to read as follows:

§ 20-1211 Private cause of action. a. Claims. Any person, including any organization, alleging a violation of the following provisions of this chapter may bring a civil action, in accordance with applicable law, in any court of competent jurisdiction:

1. Section 20-1204;

2. Section 20-1221;

3. Subdivisions a and b of section 20-1222;

4. Section 20-1231;

5. Subdivisions a, b, d, f and g of section 20-1241;

6. Section 20-1251;

7. Subdivisions a and b of section 20-1252; [and]

8. Section 20-1272;

9. Section 20-1282;

10. Section 20-1283;

11. Section 20-1284;

12. Section 20-1286; and

13. Section 20-1289.

b. Remedies. Such court may order compensatory, injunctive and declaratory relief, including the following remedies for violations of this chapter:

1. Payment of schedule change premiums withheld in violation of section 20-1222;

2. An order directing compliance with the recordkeeping, information, posting and consent requirements set forth in sections 20-1205, 20-1206 and 20-1221;

3. Rescission of any discipline issued in violation of section 20-1204;

4. Reinstatement of any employee or high-volume for-hire vehicle driver terminated in violation of section 20-1204;

5. Payment of back pay for any loss of pay or benefits resulting from discipline or other action taken in violation of section 20-1204;

6. Other compensatory damages and any other relief required to make the employee or high-volume for-hire vehicle driver whole; and

7. Reasonable attorney's fees and costs.

c. For each violation of section 20-1272, 20-1282, or 20-1283, the court shall order reinstatement or restoration of hours of the fast food employee or reinstatement or restoration of the driver platform access of the high-volume for-hire vehicle driver, unless waived by the fast food employee or high-volume for-hire vehicle driver, and shall order the fast food employer or high-volume for-hire vehicle service to pay the reasonable attorneys' fees and costs of the fast food employee or high-volume for-hire vehicle driver. [The] For each violation of section 20-1272 or 20-1282, the court may, in addition, grant the following relief: $500 [for each violation], an order directing compliance with section 20-1272 or 20-1282, rescission of any discipline issued, payment of back pay for any loss of pay or benefits resulting from the wrongful discharge or deactivation, punitive damages, and any other equitable relief as may be appropriate. For each violation of 20-1282, the court shall order back pay to be determined as set out in paragraph 2 of subdivision c of section 20-1208.

d. Statute of limitations. A civil action under this section shall be commenced within two years of the date the person knew or should have known of the alleged violation, except that for a violation of section 20-1283, a civil action shall be commenced within one year after the effective date of the local law that added subchapter 8 of this chapter.

e. Relationship to department action.

1. Any person filing a civil action shall simultaneously serve notice of such action and a copy of the complaint upon the department. Failure to so serve a notice does not adversely affect any plaintiff's cause of action.

2. An employee or high-volume for-hire vehicle driver need not file a complaint with the department pursuant to subdivision b of section 20-1207 before bringing a civil action; however,

no person shall file a civil action after filing a complaint with the department based on the same facts unless such complaint has been withdrawn or dismissed without prejudice to further action.

3. No person shall file a complaint with the department after filing a civil action based on the same facts unless such action has been withdrawn or dismissed without prejudice to further action.

4. The commencement or pendency of a civil action by an employee or a high-volume for-hire vehicle driver does not preclude the department from investigating the employer or the high-volume for-hire vehicle service, or commencing, prosecuting or settling a case against the employer or the high-volume for-hire vehicle service based on some or all of the same violations.

§ 8. Subdivisions a and c of section 20-1212 of the administrative code of the city of New York, subdivision a as amended by local law number 2 for the year 2021 and subdivision c as added by local law number 107 for the year 2017, are amended to read as follows:

a. Cause of action.

1. Where reasonable cause exists to believe that an employer or high-volume for-hire vehicle service is engaged in a pattern or practice of violations of this chapter, the corporation counsel may commence a civil action on behalf of the city in a court of competent jurisdiction.

2. The corporation counsel shall commence such action by filing a complaint setting forth facts relating to such pattern or practice and requesting relief, which may include injunctive relief, relief [for employees] set forth in section 20-1208, civil penalties set forth in section 20-1209, and any other appropriate relief.

3. Such action may be commenced only by the corporation counsel or such other persons designated by the corporation counsel.

c. Civil penalty. In any civil action commenced pursuant to subdivision a of this section, the trier of fact may impose [a] an additional civil penalty of not more than $15,000 for a finding that an employer or high-volume for-hire vehicle service has engaged in a pattern or practice of violations of this chapter. Any civil penalty so recovered shall be paid into the general fund of the city.

§ 9. Chapter 12 of title 20 of the administrative code of the city of New York is amended by adding a new subchapter 8 to read as follows:

SUBCHAPTER 8

WRONGFUL DEACTIVATION OF HIGH VOLUME FOR-HIRE VEHICLE DRIVERS

§ 20-1281 Definitions. As used in this subchapter, the following terms have the following meanings:

Account sharing. The term "account sharing" means permitting another person to use the high-volume for-hire vehicle driver's taxi and limousine commission driver's license, technology system login credentials, or driver platform login credentials, while performing driving services for a high-volume for-hire vehicle service.

Deactivation. The term "deactivation" means: (i) an indefinite or permanent discharge, termination, or layoff of a high-volume for-hire vehicle driver; or (ii) a revocation or restriction of a high-volume for-hire vehicle driver's authorization to accept trips on a driver platform that is either continuously in effect for at least 72 hours or consists of multiple periods of revocation or restriction that total at least 168 hours within a 1-year period.

Driver platform. The term “driver platform” means the driver-facing application or other application, service, website, or system used by a high-volume for-hire vehicle driver by which a high-volume for-hire vehicle service dispatches or facilitates the dispatching of passenger trips to such driver for compensation.

Driving performance data. The term “driving performance data” means any data regarding a high-volume for hire vehicle driver’s operation of a for-hire vehicle, including, but not limited to, data recording a high-volume for-hire vehicle driver’s rates of acceleration, deceleration, braking, speed, road movements, or any other electronic monitoring of driving performance.

Egregious misconduct. The term “egregious misconduct” means (i) conduct that poses an imminent danger to other persons, including but not limited to violence, threats to engage in violence, sexual harassment, or sexual assault or (ii) discrimination in violation of federal, state, or local law.

High-volume for-hire vehicle driver. The term “high-volume for-hire vehicle driver” means a driver who performs driving services for a high-volume for-hire vehicle service, or who performs driving services for a third-party as a result of receiving a dispatch or referral from a high-volume for-hire vehicle service.

High-volume for-hire vehicle service. The term “high-volume for-hire vehicle service” has the same meaning as set forth in subdivision gg of section 19-502.

Just cause. The term "just cause" means that the high-volume for-hire vehicle driver engaged in egregious misconduct, failed to satisfactorily perform their job duties, or engaged in any other misconduct that is demonstrably and materially harmful to the high-volume for-hire vehicle service's legitimate business interests.

Prior deactivation. The term "prior deactivation" means a deactivation that occurred during the 7 years prior to the effective date of the local law that added this subchapter.

Probation period. The term "probation period" means a period of 30 calendar days beginning on the first date that a high-volume for-hire vehicle driver performs driving services for a high-volume for-hire vehicle service.

Progressive discipline. The term "progressive discipline" means a disciplinary system that provides for a graduated range of reasonable disciplinary measures, including but not limited to warnings and further training requirements, in response to a high-volume for-hire vehicle driver's misconduct or failure to satisfactorily perform job duties for a high-volume for-hire vehicle service, with the type of disciplinary measure varying based on the frequency and degree of such misconduct or failure.

§ 20-1282 Prohibition on wrongful deactivation. a. A high-volume for-hire vehicle service shall not deactivate a high-volume for-hire vehicle driver after such high-volume for-hire vehicle driver's probation period with such service except for just cause, for a bona fide economic reason, as described in section 20-1284, or where federal, state, or local law or rule requires such high-volume for-hire vehicle service to deactivate such high-volume for-hire vehicle driver.

b. In determining whether a high-volume for-hire vehicle service has deactivated a high-volume for-hire vehicle driver for just cause, a fact-finder shall consider, in addition to any other relevant factors, whether:

1. Such high-volume for-hire vehicle driver knew or should have known of such high-volume for-hire vehicle service's policy, rule, or practice that forms a basis for progressive discipline or such deactivation and knew or should have known of the potential consequences for violation of such policy, rule, or practice;

2. Such high-volume for-hire vehicle service's policy, rule, or practice that forms a basis for progressive discipline or such deactivation is reasonably related to safe and efficient high-volume for-hire vehicle service operations;

3. Such high-volume for-hire vehicle service provided relevant and adequate training to such high-volume for-hire vehicle driver;

4. Such high-volume for-hire vehicle service's policy, rule or practice that forms a basis for such deactivation, including the utilization of progressive discipline, was reasonable and applied consistently;

5. Such high-volume for-hire vehicle service undertook a fair and objective investigation into the high-volume for-hire vehicle driver's job performance as well as their misconduct or failure to satisfactorily perform job duties;

6. Such deactivation is a reasonable response to such high-volume for-hire vehicle driver's job performance as well as their misconduct or failure to satisfactorily perform job duties and

accounts for any mitigating circumstances, including but not limited to such high-volume for-hire vehicle driver's past work history; and

7. Such high-volume for-hire vehicle driver violated the policy, rule or practice or engaged in any misconduct or failure to satisfactorily perform job duties that forms a basis for progressive discipline or such deactivation.

c. Except where deactivation is for alleged egregious misconduct, a deactivation of a high-volume for-hire vehicle driver shall not be considered based on just cause unless a high-volume for-hire vehicle service demonstrates that:

1. Such high-volume for-hire vehicle service has utilized progressive discipline; provided, however, that such high-volume for-hire vehicle service may not rely on progressive discipline issued more than 1 year before such deactivation; and

2. Such high-volume for-hire vehicle service had a written policy on progressive discipline that was in effect and was provided to such high-volume for-hire vehicle driver.

d. A high-volume for-hire vehicle service shall provide the high-volume for-hire vehicle driver with notice of an impendent deactivation 14 days in advance of the impending deactivation, except that (i) where a deactivation of a high-volume for-hire vehicle driver is for a bona fide economic reason, as described in section 20-1284, a high-volume for-hire vehicle service must provide, in a form and manner designated by the department, an advance notice of layoff to such high-volume for-hire vehicle driver at least 120 days prior to such deactivation, and (ii) advance notice is not required where a deactivation is for egregious misconduct, account sharing, or if there is a pattern of repeated fraudulent behavior. Such advance notice shall state all the precise and detailed reasons for and the effective date of such deactivation. Such advance notice shall include information about: (i) such high-volume for-hire vehicle driver's right to challenge such deactivation as unlawful pursuant to this subchapter; (ii) how such high-volume for-hire vehicle driver may initiate an informal resolution process with such high-volume for-hire vehicle service pursuant to section 20-1287; (iii) the opportunity for such high-volume for-hire vehicle driver to submit evidence to substantiate a challenge to such deactivation; (iv) such high-volume for-hire vehicle driver's right to file a complaint with the department, or initiate a private action; and (v) eligible high-volume for-hire vehicle drivers' rights to access unemployment insurance.

e. Within 5 days after deactivating a high-volume for-hire vehicle driver for egregious misconduct, account sharing, or if there is a pattern of repeated fraudulent behavior, a high-volume for-hire vehicle service shall provide, in a form and manner designated by the department, a notice of deactivation to such high-volume for-hire vehicle driver which contains a written explanation of all the precise and detailed reasons for such deactivation and the effective date of such deactivation. Such notice shall include information about: (i) such high-volume for-hire vehicle driver's right to challenge such deactivation as unlawful pursuant to this subchapter; (ii) how such high-volume for-hire vehicle driver may initiate an informal resolution process with such high-volume for-hire vehicle service pursuant to section 20-1287; (iii) the opportunity for such high-volume for-hire vehicle driver to submit evidence to substantiate a challenge to such deactivation; (iv) such high-volume for-hire vehicle driver's right to file a complaint with the department, or initiate a private action; and (v) eligible high-volume for-hire vehicle drivers' rights to access unemployment insurance.

f. This section shall not apply to any deactivation that occurred prior to the effective date of the local law that added this section.

§ 20-1283 Prior deactivations. a. Within 1 year after the effective date of the local law that added this section, a high-volume for-hire vehicle driver who was subject to a prior deactivation by a high-volume for-hire vehicle service may petition such high-volume for-hire vehicle service for reinstatement or restoration of access to such high-volume for-hire vehicle service's driver platform. Within 30 days after receipt of such petition, such high-volume for-hire vehicle service shall reinstate or restore such high-volume for-hire vehicle driver's access to such driver platform, unless such prior deactivation occurred during the probation period or was for just cause, for a bona fide economic reason, as described in section 20-1284, or required by federal, state, or local law or rule.

b. In determining whether a prior deactivation of a high-volume for-hire vehicle driver by a high-volume for-hire vehicle service was for just cause, a fact-finder shall consider, in addition to any other relevant factors, whether:

1. Such high-volume for-hire vehicle driver knew or should have known of such high-volume for-hire vehicle service's policy, rule, or practice that formed a basis for such prior deactivation and knew or should have known of the potential consequences for violation of such policy, rule or practice;

2. Such high-volume for-hire vehicle service's policy, rule, or practice that formed a basis for such prior deactivation was reasonably related to safe and efficient high-volume for-hire vehicle service operations;

3. Such high-volume for-hire vehicle service's policy, rule or practice that formed a basis for such prior deactivation was reasonable and applied consistently;

4. Such prior deactivation was a reasonable response to such high-volume for-hire vehicle driver's job performance as well as their misconduct or failure to satisfactorily perform job duties and accounted for any mitigating circumstances, including, but not limited to, such high-volume for-hire vehicle driver's past work history;

5. Such high-volume for-hire vehicle driver violated the policy, rule, or practice or committed the misconduct or failure to satisfactorily perform job duties that formed a basis for such prior deactivation; and

6. Such high-volume for-hire vehicle service considered any exculpatory evidence or other facts indicating that such high-volume for-hire vehicle driver did not violate such high-volume for-hire vehicle service's policy, rule or practice.

c. If a high-volume for-hire vehicle service does not reinstate or restore access of a high-volume for-hire vehicle driver who was subject to a prior deactivation to such high-volume for-hire vehicle service's driver platform within 30 days after receipt of a petition pursuant to subdivision a of this section, such high-volume for-hire vehicle service shall provide a written explanation, in a form and manner designated by the department, to such high-volume for-hire vehicle driver of all the precise and detailed reasons for such prior deactivation. Such written explanation shall include information about: (i) such high-volume for-hire vehicle driver's right to challenge such prior deactivation as unlawful pursuant to this subchapter; (ii) how such high-volume for-hire vehicle driver may initiate an informal resolution process with the high-volume for-hire vehicle service pursuant to section 20-1287; (iii) the opportunity of such high-volume for-hire vehicle driver to submit evidence to substantiate a challenge to such prior deactivation; (iv) such high-volume for-hire vehicle driver's right to file a complaint with the department, or initiate a private action; and (v) how a high-volume for-hire vehicle driver may apply for unemployment benefits.

d. Notwithstanding any other provision of this section, a high-volume for-hire vehicle service may decline to immediately reinstate or restore access to such high-volume for-hire vehicle service's driver platform to a high-volume for-hire vehicle driver whose access is required to be reinstated or restored pursuant to subdivision a of this section if such high-volume for-hire vehicle service is not providing access to such driver platform to any new high-volume for-hire vehicle driver, and has not provided such access during the 3 months prior to the effective date of the local law that added this section. Where such high-volume for-hire vehicle service declines to immediately reinstate or restore access to such driver platform pursuant to this subdivision, such high-volume for-hire vehicle service shall maintain a waitlist of high-volume for-hire vehicle drivers whose access to such driver platform is required to be reinstated or restored pursuant to subdivision a of this section and reinstate or restore such high-volume for-hire vehicle drivers' access to such driver platform, in the order in which such high-volume for-hire vehicle drivers were placed on such waitlist, provided that any such driver meets the minimum requirements that apply to all current high-volume for-hire vehicle drivers for such high-volume for-hire vehicle service, prior to providing any other new high-volume for-hire vehicle driver access to such driver platform.

§ 20-1284 Bona fide economic reasons. a. A deactivation, including a prior deactivation, shall not be considered based on a bona fide economic reason unless supported by a high-volume for-hire vehicle service's business records demonstrating that such deactivation is in response to: (i) a proportionate reduction in volume of sales or profit within the fiscal quarter prior to the issuance of a notice of layoff required by subdivision d of section 20-1282; or (ii) a high-volume for-hire vehicle service discontinuing its driving services in the city.

b. 1. Deactivations of high volume for-hire vehicle drivers based on bona fide economic reason shall be done in reverse order of seniority, so that high volume for-hire vehicle drivers with the greatest seniority shall be retained the longest and reinstated or restored access to the driver platform first.

2. A high-volume for-hire vehicle service shall make reasonable efforts to offer reinstatement or restoration of access to such high-volume for-hire vehicle service's driver platform to any high-volume for-hire vehicle driver deactivated by such high-volume for-hire vehicle service based on a bona fide economic reason within the previous 3 years, if any, before such high-volume for-hire vehicle service may provide any other new high-volume for-hire vehicle driver access to such driver platform.

3. This subdivision shall apply only to deactivations that occur on or after the effective date of the local law that added this section.

§ 20-1285 Burden of proof; evidence. a. In any proceeding alleging a violation by a high-volume for-hire vehicle service of section 20-1282 or section 20-1283, such high-volume for-hire vehicle service shall bear the burden of proving just cause and bona fide economic reason pursuant to section 20-1282 or 20-1283 by a preponderance of the evidence, subject to the rules of evidence as set forth in the civil practice law and rules or, where applicable, the common law.

b. In determining whether a high-volume for-hire vehicle service had just cause for a deactivation, a fact-finder may not consider any reasons proffered by the high-volume for-hire vehicle service not included in the notice of deactivation provided to the high-volume for-hire vehicle driver pursuant to subdivision e of section 20-1282 or the written explanation provided to the high-volume for-hire vehicle driver pursuant to subdivision c of section 20-1283.

c. When determining damages, the fact-finder may take into account any evidence the high-volume for-hire vehicle driver submitted pursuant to subdivision d or e of section 20-1282, subdivision c of section 20-1283, or section 20-1287, that was not timely or duly considered by the high-volume for-hire vehicle service.

c. A high-volume for-hire vehicle driver may submit evidence in any proceeding alleging a violation of this subchapter that was not provided to the high-volume for-hire vehicle service pursuant to subdivision d or e of section 20-1282, subdivision c of section 20-1283, or section 20-1287 and no negative inference or consequence shall apply to a high-volume for-hire vehicle driver's decision not to submit evidence pursuant to these provisions.

§ 20-1286 Provision of data. a. Upon the issuance of a notice of deactivation required pursuant to subdivision e of section 20-1282, a high-volume for-hire vehicle service shall provide a deactivated high-volume for-hire vehicle driver with information and data relevant to such high-volume for-hire driver's deactivation. Such information shall include, but need not be limited to:

1. Driving performance data specific to such high-volume for-hire vehicle driver;

2. All customer comments, ratings, and complaints received regarding the high-volume for-hire vehicle driver; and

3. Anonymized and aggregated reports, covering the 12 months prior to such high-volume for-hire vehicle driver's deactivation, regarding discipline, including deactivation, imposed by such high-volume for-hire vehicle service on any other high-volume for-hire vehicle drivers who engaged in the same or similar misconduct or failure to satisfactorily perform job duties forming a basis for the deactivation of the high-volume for-hire vehicle driver subject to such notice.

b. The information or data required by subdivision a of this section shall be redacted to remove the personally identifiable information of passengers. This requirement does not apply to any independent obligation to produce information, including but not limited to any production of information required as part of an adjudicatory hearing.

c. Upon the issuance of the notice required pursuant to subdivision c of section 20-1283, a high-volume for-hire vehicle service shall provide a deactivated high-volume for-hire vehicle driver with information and data relevant to such high-volume for-hire driver's deactivation, including all information required under subdivision a of this section, to the extent that such information is available to such high-volume for-hire vehicle service.

d. For at least 6 years after deactivating a high-volume for-hire vehicle driver, a high-volume for-hire vehicle service must continue to provide such high-volume for-hire vehicle driver with access to all information and data concerning such high-volume for-hire vehicle driver that such high-volume for-hire vehicle driver had access to prior to deactivation, including but not limited to such high-volume for-hire vehicle driver's tax and payment records.

§ 20-1287 Informal resolution process. a. A high-volume for-hire vehicle service shall maintain an email address, website, or other form of electronic communication through which a high-volume for-hire vehicle driver or their representative may challenge such high-volume for-hire vehicle driver's deactivation, prior deactivation, or impending deactivation for which such high-volume for-hire vehicle driver received a notice of layoff pursuant to subdivision d of section 20-1282, as unlawful pursuant to this subchapter. Such high-volume for-hire vehicle service must provide such high-volume for-hire vehicle driver an opportunity to submit evidence to substantiate any such challenge and accept written communications pursuant to this section in the language in which they are written.

b. A high-volume for-hire vehicle driver may seek informal resolution of a deactivation of such high-volume for-hire vehicle driver, or an impending deactivation for which such high-volume for-hire vehicle driver receives a notice of layoff pursuant to subdivision d of section 20-1282, by a high-volume for-hire vehicle service by initiating, an informal resolution process through the email address, website, or other form of electronic communication maintained by such high-volume for-hire vehicle service pursuant to subdivision a of this section, or through any other means that such high-volume for-hire vehicle driver and such high-volume for-hire vehicle service agree to. The parties shall have 15 days after commencing such informal resolution process to reach a resolution, unless such high-volume for-hire vehicle driver and such high-volume for-hire vehicle service mutually agree to a longer timeframe. If the parties resolve a challenge pursuant to this subdivision, they shall memorialize such resolution in a written agreement, on a form provided by the department.

c. The high-volume for-hire vehicle service's failure to engage in good faith with the informal resolution process shall be a violation subject to a civil penalty under section 20-1209, but such violation shall not be subject to enforcement pursuant to sections 20-1207, 20-1208, 20-1210, 20-1211 and 20-1212.

d. After receiving a complaint pursuant to section 20-1207 alleging a violation of section 20-1282 or 20-1283, the department shall notify the high-volume for-hire vehicle driver or such high-volume for-hire vehicle driver's representative and the high-volume for-hire vehicle service that they may resolve the complaint through an informal resolution process pursuant to this section.

e. Notwithstanding any other provision of this chapter to the contrary, the department shall not proceed with its investigation of a complaint filed pursuant to section 20-1207 alleging a violation of section 20-1282 or 20-1283 unless (i) the high-volume for-hire vehicle driver or such high-volume for-hire vehicle driver's representative and the high-volume for-hire vehicle service fail to reach a resolution within 15 days after commencement of an informal resolution process pursuant to this section, or (ii) the high-volume for-hire vehicle driver has opted out of the informal resolution process pursuant to this section, in a form and manner specified by the department.

§ 20-1288 Reporting; records; information. a. Data collection and reporting. No less than annually, the department shall make available on the city's website a report on deactivations and alleged violations of sections 20-1282 and 20-1283 during the preceding calendar year. The department shall promulgate rules requiring that high-volume for-hire vehicle services produce anonymized, aggregated data necessary to prepare such report. Such report shall include, with respect to the year preceding the release of such report: (i) the number of high-volume for-hire vehicle drivers each high-volume for-hire vehicle service deactivated for just cause, egregious misconduct, and bona fide economic reasons; (ii) the number of high-volume for-hire vehicle drivers who filed complaints with the department alleging violations of sections 20-1282 and 20-1283 and the outcomes of such complaints; (iii) the number of high-volume for-hire vehicle drivers who initiated an informal resolution process; (iv) the number of high-volume for-hire vehicle drivers who reached an informal resolution with a high-volume for-hire vehicle service; (v) the number of high-volume for-hire vehicle drivers who commenced arbitrations or private actions that include claims alleging violations of sections 20-1282 or 20-1283 and the outcomes of such proceedings; and (vi) any other information the department deems relevant. Until all high-volume for-hire vehicle drivers placed on a waitlist pursuant to section 20-1283 have had their driver platform access restored, such report shall also include the number of high-volume for-hire vehicle drivers with prior deactivations who petitioned a high-volume for-hire vehicle service for reinstatement or restoration of their access to such high-volume for-hire vehicle service's driver platform and the number of high-volume for-hire vehicle drivers who were placed on a waitlist pursuant to section 20-1283.

b. Recordkeeping. 1. A high-volume for-hire vehicle service shall retain records documenting its compliance with the applicable requirements of this subchapter for a period of 3 years and shall allow the department to access such records and other information, consistent with applicable law and in accordance with rules of the department and with appropriate notice, in furtherance of an investigation conducted pursuant to this chapter. A high-volume for-hire vehicle service must maintain records in their original format and provide such records to the department in their original format or a machine-readable electronic format as set forth in rules of the department. The department may promulgate rules concerning the maintenance, retention, and provision by a high-volume for-hire vehicle service of data necessary to the implementation and enforcement of this subchapter, which may include a requirement that a high-volume for-hire vehicle service adhere to a uniform system of records and submit such records and other reports as the department may determine, in accordance with applicable law and rules and with appropriate notice.

2. The failure of a high-volume for-hire vehicle service to maintain, retain, or produce a record or other information required to be maintained by this chapter and requested by the department in furtherance of an investigation conducted pursuant to this chapter that is relevant to a material fact alleged by the department in a notice of violation issued pursuant to this chapter creates a rebuttable presumption that such fact is true.

3. To implement or enforce the provisions of this chapter, the department may issue an order or subpoena for the production of data, documents, testimony, or other information from a high-volume for-hire vehicle service. Such data, documents, testimony, or other information may include, but are not limited to, information about the data that a high-volume for-hire vehicle service monitors, collects, or stores about or from a high-volume for-hire vehicle driver or passenger; information about discipline imposed on a high-volume for-hire vehicle driver; and any other information deemed relevant by the department. In accordance with applicable law and rules and upon reasonable notice of no less than 14 days, a person who receives a request or subpoena for data, documents, or other information pursuant to this section shall produce such

data, documents or information to the department in its original format or a machine-readable electronic format as set forth in rules of the department.

c. Information and assistance program. The department shall establish a program that provides information and assistance to high-volume for-hire vehicle drivers relating to the provisions of this subchapter. Such program shall include assistance by a natural person by phone and email and outreach and education to the public relating to the provisions of this subchapter. Such program shall not provide legal advice but may provide general information and referrals to legal service providers. The city may provide access to legal services to assist a high-volume for-hire vehicle driver in challenging a deactivation, or impending deactivation for which a high-volume for-hire vehicle driver received a notice of layoff pursuant to subdivision d of section 20-1282, as unlawful pursuant to this subchapter. The mayor may designate an appropriate agency or other entity of the city to contract for such legal services with one or more qualified non-profit legal services organizations.

§ 20-1289 Progressive discipline policy. a. A high-volume for-hire vehicle service shall maintain a written progressive discipline policy in a single writing and adhere to such policy.

b. The written policy required pursuant to subdivision a of this section shall satisfy all requirements of this subchapter and, at a minimum, address the following:

1. Types of misconduct by a high-volume for-hire vehicle driver that may warrant discipline;

2. Any performance standards used to assess failure to satisfactorily perform job duties by a high-volume for-hire driver;

3. Disciplinary measures that may be applied to a high-volume for-hire vehicle driver, including but not limited to deactivation;

4. Procedures for notifying a high-volume for-hire vehicle driver of disciplinary measures that a high-volume for-hire vehicle service intends to take against such high-volume for-hire vehicle driver and providing an opportunity to respond; and

5. Procedures for applying discipline against a high-volume for-hire vehicle driver.

c. The written policy required pursuant to subdivision a of this section must be clear and specific such that a reasonable person can understand the acts and omissions that may result in deactivation or other disciplinary measures.

d. The written policy required pursuant to subdivision a of this section must include a notice of rights of high-volume for-hire vehicle drivers that the commissioner shall publish and make available on the city's website.

e. A high-volume for-hire vehicle service shall provide the written policy required pursuant to subdivision a of this section to each high-volume for-hire vehicle driver hired, retained, or engaged by such high-volume for-hire vehicle service in English and in any other language as the department may determine by rule. A high-volume for-hire vehicle service shall provide such policy to each high-volume for-hire vehicle driver no later than the effective date of this subdivision, or prior to such high-volume for-hire vehicle driver's first trip, whichever is later, in a form and manner that the department may determine by rule.

f. A high-volume for-hire vehicle service shall notify each high-volume for-hire vehicle driver of any change to the written policy required pursuant to subdivision a of this section at least 14 days before such change takes effect.

§ 20-1290 Exceptions. This subchapter shall not:

1. Apply to the deactivation of any high-volume for-hire vehicle driver by a high-volume for-hire vehicle service during such driver's probation period with such service;

2. Limit or otherwise affect the applicability of any right or benefit conferred upon or afforded to a high-volume for-hire vehicle driver by the provisions of any other law, regulation, rule, requirement, policy, or standard including but not limited to any federal, state, or local law providing for protections against retaliation or discrimination;

3. Limit or otherwise affect the authority of the taxi and limousine commission to issue, revoke, or suspend the licenses of high-volume for-hire vehicle drivers; or

4. Limit or otherwise prevent a high-volume for-hire vehicle service from deactivating a high-volume for-hire vehicle driver whose license has been revoked or from deactivating a high-volume for-hire vehicle driver whose license has been suspended for the duration of the suspension.

§ 10. This local law takes effect 180 days after it becomes law, provided that the commissioner of consumer and worker protection shall take such measures as are necessary for the implementation of this local law, including the promulgation of rules, before such date, and further provided that such rules requiring that a high-volume for-hire vehicle service, as defined in section 20-1281 of the administrative code of the city of New York, as added by section nine of the local law that added this section, provide data, documents, testimony, or other information to the department of consumer and worker protection may take effect before such date.

<u>Session 13</u>
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LS #10312
12/10/2025 3:57PM

<u>Session 12</u>
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LS #10312
5/30/2023

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Proposed Int. No. 1000-A

By Council Members Brannan, Farías, Narcisse, Banks, Brewer, Nurse, Ossé, Louis, Zhuang, Lee and Schulman

A Local Law in relation to establishing a for-hire vehicles parking pilot program

Be it enacted by the Council as follows:

Section 1. a. Definitions. For purposes of this local law, the following terms have the following meanings:

Commercial parking meter area. The term "commercial parking meter area" means an area where signs are posted regulating the use of the curb by commercial vehicles, as described in subparagraph (ii) of paragraph (3) of subdivision (l) of section 4-08 of title 34 of the rules of the city of New York.

Department. The term "department" means the department of transportation.

For-hire vehicle. The term "for-hire vehicle" has the same meaning as set forth in subdivision g of section 19-502 of the administrative code of the city of New York.

b. Pilot program. 1. Notwithstanding any other provision of local law or rule, the department shall establish a pilot program to allow for-hire vehicles to park in commercial parking meter areas, provided that no person shall park a for-hire vehicle, whether attended or not, in a commercial parking meter area pursuant to such pilot program:

(a) Without first purchasing the amount of parking time desired from a parking meter, mobile payment system, parking reservation system, or other means as determined by the department; or

(b) In excess of 3 hours, unless otherwise indicated by a posted sign.

2. Such pilot program shall commence no later than 180 days after the effective date of this local law. The duration of the pilot program shall be 1 year; provided, however, that the department may by rule extend the initial 1-year duration of the pilot program by an additional 180 days where the department determines that such an extension would promote the public interest.

c. Report. No later than 1 year after the commencement of the pilot program conducted pursuant to subdivision b of this local law, the department shall submit a report to the mayor and the speaker of the council evaluating the effects of such pilot program on, and proposing any recommendations for future changes to law, rule, or policy related to: (i) the efficient and orderly delivery of goods in commercial parking meter areas; (ii) enforcement of rules relating to parking, stopping, and standing in commercial parking meter areas; (iii) the utilization of commercial parking meter areas by for-hire vehicles and commercial vehicles; and (iv) the health, safety, and well-being of for-hire vehicle drivers. Such report shall consider the feasibility of implementing limits on the duration that for-hire vehicles may park in commercial parking meter areas and of prohibiting for-hire vehicles from parking in certain commercial parking meter areas or portions thereof.

§ 2. This local law takes effect immediately and expires and is deemed repealed 1 year after the submission of the report required by subdivision c of section one of this local law.

DL/CoJM/TM
LS # 15800
12/10/25 9:00PM

Proposed Int. No. 1233-A

By Council Members Bottcher, Krishnan, Ossé, Brannan, Hanif, Brooks-Powers, Narcisse, Holden and Morano

A Local Law to amend the administrative code of the city of New York, in relation to the planting of vegetation on new medians separating bicycle lanes from motorized vehicle traffic

Be it enacted by the Council as follows:

Section 1. Subchapter 1 of chapter 1 of title 19 of the administrative code of the city of New York is amended by adding a new section 19-159.9 to read as follows:

§ 19-159.9 Vegetation on new medians separating bicycle lanes from motorized vehicle traffic. a. When designing a new median that separates a bicycle lane from motorized vehicle traffic, the department shall consult with the department of parks and recreation or other appropriate agency to determine the feasibility of planting trees and other vegetation on such median. In making such determination, the department shall prioritize the planting of trees and shall consider public safety, the suitability of the median for the growth of trees and other vegetation, the potential impact on underground infrastructure, the existence of a plan for long-term cleaning and maintenance, and other factors the department deems appropriate.

b. The department shall build such median to accommodate the planting of trees and other vegetation in accordance with the determination made pursuant to subdivision a of this section, unless such determination indicates that the planting of trees or other vegetation on such median is infeasible.

c. The department shall post on its website a list or map that identifies each such median built pursuant to subdivision b of this section, and identifies the agency or office responsible for the long-term cleaning and maintenance of the median.

d. The department of parks and recreation shall plant or permit to be planted trees on such median in accordance with the determination made pursuant to subdivision a of this section and with section 18-106. The department of parks and recreation or another agency authorized to plant vegetation or permit such vegetation to be planted shall also plant or permit to be planted other vegetation on such median in accordance with such determination.

§ 2. This local law takes effect 270 days after it becomes law.

RL/TM
LS #14305
12/10/25 8:20PM

Proposed Int. No. 1346-A

By Council Members Brooks-Powers, Williams, Narcisse, Banks, Louis and Salaam

A Local Law to amend the administrative code of the city of New York, in relation to requiring the department of transportation to study the commuter van industry

Be it enacted by the Council as follows:

Section 1. Subchapter 2 of chapter 1 of title 19 of the administrative code of the city of New York is amended by adding a new section 19-175.9 to read as follows:

§ 19-175.9 Commuter van industry study. a. Definitions. For purposes of this section, the following terms have the following meanings:

Commuter van. The term “commuter van” has the same meaning as set forth in section 19-502.

Commuter van industry. The term “commuter van industry” means all commuter van services licensed pursuant to chapter 5 of this title, and all vehicles being operated as commuter van services without commuter van licenses as required by chapter 5 of this title.

Commuter van service. The term “commuter van service” has the same meaning as set forth in section 19-502.

b. No later than July 1, 2027, and no later than July 1 every 4 years thereafter, the department shall complete a study regarding the commuter van industry in the city. As part of such study, the department shall:

1. Estimate the number of vehicles operating in the commuter van industry, disaggregated by licensed commuter vans and unlicensed vehicles operating as commuter van services;

2. Estimate the total daily number of passengers of the commuter van industry;

3. Evaluate the operations of the commuter van industry in areas of the city served by the commuter van industry, including routes, ridership, service and stop frequency, the number of daily trips conducted by the commuter van industry in any such area, and the number of vehicles operated in the commuter van industry in any such area;

4. Provide a map of commuter van stops designated by the department;

5. Identify any area of the city where the commuter van industry impacts:

(a) The use of street infrastructure, such as travel lanes, bus lanes, bus stops, delivery zones, and crosswalks, by vehicles; and

(b) The use of streets by pedestrians;

6. Identify locations where additional commuter van stops would likely improve efficiency or safety for other street uses;

7. Conduct surveys of commuter van passengers and operators regarding ridership patterns and modes of transit other than commuter vans that passengers of the commuter van industry utilize;

8. Assess strategies for enforcement of laws and rules applicable to commuter vans to promote compliance with such laws and rules; and

9. Assess any other aspect of the commuter van industry that the department deems relevant.

c. No later than 60 days after the completion of each study required pursuant to subdivision b of this section, the department shall post on the department's website and submit to the mayor and the speaker of the council a report on the findings of such study.

d. Notwithstanding any other provision of this section to the contrary, the commissioner may discontinue the study required by this section on or after October 1, 2039, provided that the commissioner determines that such a study is not necessary to improve the condition of the commuter van industry. The commissioner shall inform the speaker of the council in writing of such determination and the reasons for such determination.

§ 2. This local law takes effect immediately.

MLL/MC
LS #18775
11/17/2025 10:19PM

EXHIBIT F

Krishnan & NYTWA Celebrate Passage Just Cause Law for NYC Uber & Lyft Drivers

myemail.constantcontact.com/RELEASE--Krishnan---NYTWA-Celebrate-Passage-Just-Cause-Law-for-NYC-Uber---Lyft-Drivers.html

FOR IMMEDIATE RELEASE

Friday, December 19, 2025

Contact:

NYTWA - Eliza Bates, 646.285.8491, Media@nytwa.org

CM Krishnan - Victoria Opperman, 646.530.5436, Vopperman@council.nyc.gov

Council Member Krishnan and NYTWA Celebrate Passage of Most Comprehensive Just Cause Protection Law in The Nation for App-Based Drivers

NEW YORK– On Thursday, December 18th, the New York City Council passed Intro 276, ending the threat of unfair “deactivations” or firings for almost 100,000 app-based drivers in NYC. Intro 276 is the largest and most comprehensive reform of unfair firings for app-based drivers in the country, setting a nationwide precedent for driver protections. The passage comes after months of aggressive misinformation campaigns sponsored by Uber and Lyft, in their costly attempt to stall the bill and prevent worker power.

Uber and Lyft drivers can be deactivated for any reason or no reason at all, with no warning and no recourse. Unlike most workers, Uber and Lyft drivers pay to work, often going into debt to purchase their own vehicles, and paying out-of-pocket for gas, insurance, and vehicle maintenance. Yet they labor with no job security and are left with the debt after being fired from the apps. 90% remain deactivated. Intro 276 will solve the crisis of unjust firings for Uber and Lyft drivers.

Before the bill passed 40 in the affirmative, 7 in the negative and 1 absention, Council Member Krishnan, joined by the New York Taxi Workers Alliance, Korean American Family Service Center, and Council Members Hanif, Marte, and Epstein, and hundreds of Uber, Lyft, and Yellow Cab drivers. Cabs driving down Broadway honked in solidarity. The rally spotlighted drivers who have been deactivated and the devastating impacts deactivation has had on their finances and families.

After the rally, the group joined the Street Vendor Project and Los Deliveristas Unidos/Workers Justice Project for a march along Broadway, highlighting the solidarity amongst gig workers and the historic passage of a slate of worker protection bills.

[PHOTOS]

“Gone is the era where 4.8-star drivers open the Uber app to a dark screen and get no answers as to why. My bill gives drivers rights– just cause, notice, and the means to appeal an unfair firing. Our New York City Council has taken on Uber and Lyft’s billion-dollar war chest that has fueled their lies, fear-mongering, and misinformation. Together, we are standing united with workers and passing my legislation that will start a nationwide movement to give app-based drivers the power they deserve,” said Council Member Shekar Krishnan, prime sponsor of Intro 276.

“Intro 276 sets the strongest standard for just cause protections for Uber and Lyft drivers in the country,” said Bhairavi Desai, Executive Director of the New York Taxi Workers Alliance. “The passage of this historic bill means that drivers, who go into debt just to work, will no longer have to worry about going to sleep after a grueling day on the road only to wake and find they have been unfairly deactivated, left with no income overnight at the click of a button. This bill is about due process, but fundamentally it is also about the basic dignity every worker deserves.”

[CLICK HERE FOR NYTWA'S FULL STATEMENT]

NYTWA member and Uber and Lyft driver Carmen Cruz said, “We are so proud of our victory. Drivers have been in the streets fighting for our rights in the cold and in the heat. We fight for our rights because even though we give these giant corporations so much, they don’t care about us. And we are sick and tired of being treated unfairly. Drivers have to provide for our families, take our children to school every day, and put food on the table. Our victory shows the power of our union, the New York Taxi Workers Alliance, and the power of worker solidarity.”

“Uber and Lyft workers completely depend on app-based gig work for their livelihood, yet these companies evade labor laws by classifying full-time drivers as ‘gig’ workers,” said Council Member Shahana Hanif. “No one should live in fear of being deactivated by a faceless algorithm. I’m proud to co-sponsor Intro 276 to protect workers from wrongful deactivation and give them the right to challenge unfair treatment.”

"Hardworking ride-share drivers are at the mercy of billionaire tech companies who can deactivate their accounts on a whim. With Intro 276 we’re strengthening worker protections for drivers while balancing passenger safety on these platforms. Workers deserve due process,” said Council Member Harvey Epstein.

“For too long, app-based drivers have been one click away from losing their livelihood, with no explanation, no due process, and no way to fight back. This legislation makes clear that deactivation is not just a technical decision—it’s a termination, and workers deserve basic fairness and transparency. By establishing just-cause protections, clear notice requirements, and real remedies, we're putting guardrails around an industry that has operated in the shadows for far too long and affirming that working New Yorkers deserve dignity and job security, no matter the platform," said Council Member Christopher Marte.

"For-hire vehicle drivers keep New York City moving, yet too many are one app notification away from losing their livelihoods with no explanation and no recourse," said New York City Council Majority Whip Selvena N. Brooks-Powers, Chair of the Committee on Transportation and Infrastructure. "Introduction 276 is about basic fairness and dignity at work — ensuring that drivers are treated with transparency, respect, and due process. I support efforts to establish clear standards around deactivation and to give drivers a meaningful opportunity to advocate for themselves. I thank my colleagues and the advocates for all their support."

"All workers should be protected against arbitrary and unfair firings, including Uber & Lyft drivers who keep New York City running every day. That's why the passage of Int. 276 is a huge victory—extending just cause protections to drivers who are routinely getting fired without notice, an explanation, or a right to appeal. The City's existing just cause law for fast-food workers has proven that these protections work, offering some stability to workers without harming business," said Daniel Ocampo, Staff Attorney at the National Employment Law Project.

"At the Korean American Family Service Center, we support immigrant survivors of gender-based violence, many of whom are low-income and have been forced to rebuild from scratch after years of instability, coercion, and financial control. For the families we serve, a steady paycheck is often the difference between staying safe and being pulled back into crisis. When a driver can be deactivated without clear standards or a fair process, the harm ripples far beyond one person—it threatens a family's housing, food security, and an ability to move forward. Intro 276-A is a necessary step toward basic fairness and transparency, while maintaining safety and accountability for our immigrant workers," said Jeehae Fischer, Executive Director of KAFSC.

"The passage of Intro 276 is a historic win for fairness and dignity in New York City's workforce," said Elizabeth Koo, attorney at the Asian American Legal Defense and Education Fund (AALDEF). "For too long, drivers—many of them immigrants and people of color—have lost their livelihoods without notice, explanation, or a real chance to challenge unjust deactivations. This hard-won victory is a testament to the leadership of the New York Taxi Workers Alliance, the organizing power of drivers across the city, and Councilmember Shekar Krishnan's steadfast commitment to protecting workers' rights. We commend the City Council for standing with drivers and setting a clear standard for fairness in the gig economy."

Intro 276 makes it unlawful for Uber and Lyft to fire drivers without just cause and, in non-egregious cases, without advance notice or progressive discipline. The bill:

- Puts burden of proof on Uber & Lyft in deactivation cases - not on the drivers.
- Uber & Lyft must follow standard for just cause if they are going to deactivate drivers.
- Requires companies to give drivers 14 days notice before deactivation is in effect, except in cases of egregious misconduct.
- Drivers will have an independent appeal process: through arbitration, going to court, working with the city agency to file a complaint, or even using the current company-run appeal process should they choose. Drivers can choose what works best for them.
- Uber & Lyft must engage in "progressive discipline" except in cases of egregious misconduct, meaning the serious punishment of a deactivation must fit the violation and drivers must have been made aware of behavior which the companies consider to be a violation
- Allows drivers to get reinstatement and backpay (lost earnings for the time they were deactivated) if deactivated without good cause
- Drivers deactivated over the past 6 years from the date the bill goes into effect would have one year to independently appeal their cases.
- Allows companies to immediately deactivate drivers based on egregious misconduct: If the basis for the deactivation is egregious misconduct, the companies can deactivate immediately and do not need to show progressive discipline or prior warnings.

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About the New York Taxi Workers Alliance

Founded in 1998, the New York Taxi Workers Alliance (NYTWA) is the over 28,000-member strong union of NYC taxicab drivers, representing yellow cab drivers, green car, and black car drivers, including drivers for Uber and Lyft. We fight for justice, rights, respect and dignity for the over 150,000 licensed men and women who often labor 12 hour shifts with little pay and few protections in the city's mobile sweatshop. Our members come from every community, garage, and neighborhood. To find out more visit NYTWA.org, follow us on twitter.com/nytwa or like us on facebook.com/nytwa.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

UBER TECHNOLOGIES, INC., and UBER USA, LLC, Plaintiffs, v. CITY OF NEW YORK, Defendant.	No. 1:26-cv-04893-GHW **NOTICE OF ERRATA TO PLAINTIFF'S MEMORANDUM IN SUPPORT OF MOTION FOR PRELIMINARY INJUNCTION**

NOTICE OF ERRATA

Plaintiffs Uber Technologies, Inc. and Uber USA, LLC, by and through their undersigned counsel, respectfully submits this errata to Plaintiffs' Memorandum in Support of Motion for Preliminary Injunction, which was filed on June 9, 2026, at Docket No. 6, in order to correct clerical errors. The errata sheet, attached hereto as Exhibit A, provides the corrected text by page number.

Dated: July 2, 2026

Respectfully submitted,

DUNN ISAACSON RHEE LLP

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ERRATA TO PLAINTIFFS' MEMORANDUM OF LAW IN SUPPORT OF MOTION FOR PRELIMINARY INJUNCTION

Page[1]	Original Text	Corrected Text
15	Sections 20-1282(d) ("14-Day Required Message), 20-1282(e) ("Five-Day Required Message), and 20-1283(a)-(b) ("Retroactive Required Message") (collectively, "Required Messages"), plus § 20-1285 ("Compelled Reports Provision") alter the content of Uber's speech by requiring it to deliver specific information that it does not wish to convey, including because the disclosure could endanger riders and help fraudsters.	Sections 20-1282(d) ("14-Day Required Message), 20-1282(e) ("Five-Day Required Message), and 20-1283(c) ("Retroactive Required Message") (collectively, "Required Messages"), plus § 20-1286 ("Compelled Reports Provision") alter the content of Uber's speech by requiring it to deliver specific information that it does not wish to convey, including because the disclosure could endanger riders and help fraudsters.
18	The Required Messages, Burden of Proof Provision, and Compelled Data Provision would replace Uber's contractual right to communicate deactivation decisions in any way it chooses (and its promise to disclose to riders and drivers exactly how it will use their data) with a mandate to provide deactivated drivers with specific information.	The Required Messages, Burden of Proof Provision, and Compelled Reports Provision would replace Uber's contractual right to communicate deactivation decisions in any way it chooses (and its promise to disclose to riders and drivers exactly how it will use their data) with a mandate to provide deactivated drivers with specific information.
21	The Retroactive Provision, the Retroactive Provision's Required Message, and Compelled Data Provision violate the Constitution's Due Process Clause by applying retroactively without any expressed reason or rationale.	The Retroactive Provision, the Retroactive Required Message, and Compelled Reports Provision violate the Constitution's Due Process Clause by applying retroactively without any expressed reason or rationale.
22	The Required Messages, Compelled Data, and Burden of Speech Provisions ("Compelled Speech Provisions") would strip Uber of "both the right to speak freely and the right to refrain from speaking at all" by altering "the content of" Uber's speech and compelling Uber to speak in a way preferred by the City.	The Required Messages, Compelled Reports Provision, and Burden of Proof Provision ("Compelled Speech Provisions") would strip Uber of "both the right to speak freely and the right to refrain from speaking at all" by altering "the content of" Uber's speech and compelling Uber to speak in a way preferred by the City.

[1] Page citations refer to ECF pagination in Plaintiffs' Memorandum Of Law In Support Of Motion For Preliminary Injunction, Dkt. 6.

23	The Compelled Provisions are content based.	The Compelled Speech Provisions are content based.
25	The Required Messages compel Uber to provide all "precise and detailed" reasons for a deactivation, all rider "comments, ratings, and complaints" about the driver, all "information and data," and an aggregation of all drivers who Uber has deactivated for same or similar reasons.	The Compelled Speech Provisions compel Uber to provide all "precise and detailed" reasons for a deactivation, all rider "comments, ratings, and complaints" about the driver, all "information and data," and an aggregation of all drivers who Uber has deactivated for same or similar reasons.
25	Even if the regulated speech is commercial, Uber is likely to demonstrate that the Challenged Speech Provisions would not survive intermediate scrutiny.	Even if the regulated speech is commercial, Uber is likely to demonstrate that the Compelled Speech Provisions would not survive intermediate scrutiny.
26	The Compelled Speech Provision would not survive Zauderer Scrutiny.	The Compelled Speech Provisions would not survive Zauderer Scrutiny.
27	(2) the Retroactive Provisions, Deactivation Provision, and 14-Day Notice Requirement ("Compelled Association Provisions") would significantly affect Uber's "ability to advocate its viewpoint" by forcing Uber to reactivate drivers who it has deactivated for failing to engage in conduct compatible with its values	(2) the Retroactive Provision, Deactivation Prohibitions, and 14-Day Notice Provision ("Compelled Association Provisions") would significantly affect Uber's "ability to advocate its viewpoint" by forcing Uber to reactivate drivers who it has deactivated for failing to engage in conduct compatible with its values
30	The Required Disclosures threaten to force Uber to disclose to drivers information that riders provided to Uber with an expectation it would remain private (except for limited, disclosed reasons, such as legal process).	The Compelled Speech Provisions threaten to force Uber to disclose to drivers information that riders provided to Uber with an expectation it would remain private (except for limited, disclosed reasons, such as legal process).
31	The Required Disclosures threaten to force Uber to reveal its internal fraud detection and prevention methods and provide would-be wrongdoers with a roadmap for avoiding future detection, all of which makes Uber suffer monetary losses it cannot recoup from the City.	The Compelled Speech Provisions threaten to force Uber to reveal its internal fraud detection and prevention methods and provide would-be wrongdoers with a roadmap for avoiding future detection, all of which makes Uber suffer monetary losses it cannot recoup from the City.

32	The compliance costs threatened by both the Retroactive Provisions and the Burden of Proof Provision are irreparable, go well beyond what is ordinary or compensable, and irreparably harm Uber.	The compliance costs threatened by both the Retroactive Provision and the Burden of Proof Provision are irreparable, go well beyond what is ordinary or compensable, and irreparably harm Uber.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

UBER TECHNOLOGIES, INC., and UBER USA, LLC, Plaintiffs, v. CITY OF NEW YORK, Defendant.	No. 1:26-cv-04893-GHW **ORAL ARGUMENT REQUESTED**

REPLY MEMORANDUM OF LAW IN SUPPORT OF UBER'S MOTION FOR PRELIMINARY INJUNCTION

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The Opposition does not counter the need for a preliminary injunction. The Court should at least enjoin the Retroactive Provision because the City does not meaningfully defend it and concedes it is not necessary to meet the City's purported interest.[1] Injunctive relief is appropriate as to all of the challenged provisions. Uber is more likely than not to succeed on all of its claims, although it needs to meet that standard only as to any one. *Infra* § I. The City concedes by omission that LL52 threatens to cause Uber irreparable harm, including by jeopardizing rider and public safety and Uber's ability to protect its platform from identity and economic fraud. *Infra* § II. The City also fails to rebut and largely ignores the sworn facts in Uber's declarations demonstrating such harms, and instead dismisses safety as "overblown." The Court need not take the City's unsupported say-so in the face of undisputed facts. Finally, those conceded harms to Uber far outweigh whatever public interest (if any) the City has in preventing a narrow group of drivers from supposed "unwarranted" deactivations. *Infra* § III.

I. UBER IS LIKELY TO SUCCEED ON THE MERITS.

A. Contracts Clause

1. Substantial Impairment

The City does not dispute LL52 rewrites the PAA Deactivation Provision by imposing the City's standards and fact-finder review in place of Uber's contracted-for discretion to deactivate drivers, without advance notice or waiting period, and by communicating the reasons for deactivation in any way Uber chooses. Mot. 15. The City claims impairment is permissible because LL52 requires what Uber would do anyway "in most circumstances." Opp. 25–29.[2] This

[1] For reference, Uber includes as Appendix A an Index of Terms from the Motion and Reply. Page citations refer to ECF pagination.

[2] Claiming Uber already provides "notice" ignores *timing*: Uber currently notifies drivers of issues that may result in deactivation if continued, and gives notice once it has deactivated a driver. Uber does *not* provide advanced notice that a driver *will be* deactivated, as the 14-Day Notice Provision would require. Opp. 21–22, 25–26; Freivogel ¶¶ 28–33. And the City misrepresents Josh Gold's

is false—LL52 requires Uber to communicate far more than it does in most circumstances—and legally wrong. A law unlawfully impairs a contract even if the contracting parties sometimes act in the prescribed manner. Nor can the City credibly contest that Uber's contracted-for discretion is critical to maintaining safety and standards essential to its success. Mot. 10–11, 17; Perl ¶ 16.[3]

In all events, LL52 impermissibly interferes with Uber's contracts: it empowers a "fact-finder" to make decisions the Agreement leaves to Uber's discretion, including the crucial determination of whether deactivation is warranted, as the City does not contest. Opp. 22. The interference with Uber's contractual discretion is illustrated by the City's response to Uber's concern that LL52 would require reinstatement of a driver due to a notice defective for any reason (such as being one day late or lacking sufficient detail) even if he indisputably sexually assaulted a rider. The City dismisses Uber's "hypothetical" by arguing: (1) advanced notice would not be required because sexual assault is "egregious;" (2) Uber could cure the notice; and (3) TLC could prevent reinstatement because it "is authorized" to suspend a TLC license for "unsafe behavior." Opp. 29. These arguments prove, rather than disprove, severe impairment. *First*, the Five-Day Required Message applies to egregious conduct, and the law mandates a fact-finder "shall order reinstatement" for any "violation" without exception. LL52 §§ 20-1208(c); 20-1211(c). *Second*, LL52 does not authorize amendment of a "defective notice;" it prohibits Uber from relying on facts not stated in a notice, and amendment of a notice only means compelled speech

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testimony regarding notice being warranted in "99%" of situations. The situations he discussed included temporary loss of access due to regulatory issues, which greatly outnumber the permanent deactivations affected by the 14-Day Notice Provision. Opp. 36; Dkt. 1-6 156:3–6, 169:22–170:5. The City also ignores the significant gap between what Uber communicates about deactivation decisions and the Compelled Speech Provisions' requirements. Opp. 19–20, Mot. 12–13.

[3] The City baselessly claims LL52 does not impair the Agreement's "core function" of "facilitating FHV transportation." Opp. 28. Unrebutted evidence demonstrates deactivation rights are "central." Perl ¶ 16.

compromising safety. *Third*, and leaving aside that the City has no evidence of whether, when, or the applicable standards if TLC ever does this, the City's argument amounts to a confession that LL52 excises Uber's bargained-for contractual discretion and hands it to the government.

The Retroactive Provision heightens the severity of impairment by interfering with Uber's "settled plans or arrangements" going back seven years. *In re Workers' Comp. Refund*, 46 F.3d 813, 819–20 (8th Cir. 1995); *Allied Structural Steel Co. v. Spannaus*, 438 U.S. 234, 246–47 (1978). The City resists characterizing the Retroactive Provision as "retroactive"—claiming it only provides drivers "a limited opportunity to petition for prospective reinstatement, thus entering into new contractual relationships" with Uber. Opp. 28. This is nonsensical; the Retroactive Provision "would impair rights" Uber "possessed when" it acted and "impose new duties:" to justify prior deactivation decisions using standards that did not exist at the time, and enter into new agreements against its will. *Landgraf v. USI Film Prods.*, 511 U.S. 244, 280 (1994); Opp. 38. And LL52 would impose "liability for past conduct" by requiring reinstatement, which is a penalty (*Regina Metro. Co. v. New York State Div. of Hous. and Community Renewal*, 154 N.E.3d 972, 1000 (N.Y. 2020)), and allowing attorneys' fees and compensatory damages, which clearly constitutes liability (Opp. 40, citing *Landgraf*). Contrary to the City's argument, the Retroactive Provision "permanently and entirely extinguishes" Uber's contractual rights, "rendering them forever unenforceable." *Melendez v. City of New York*, 16 F.4th 992, 1039 (2d Cir. 2021).

The City argues, without support, the Retroactive Provision cannot violate the Contracts Clause because contracts with previously deactivated drivers are no longer "existing." Opp. 27. The City cites no case justifying an artificial distinction between "existing" and terminated contracts. *San Diego County Lodging Association v. City of San Diego* rejected a similar argument, holding that requiring hotels to rehire laid-off employees before hiring new workers could impair no-longer-in-effect employment contracts "with ex-employees." 2021 WL 5176477, at *1, 7 (S.D. Cal. July 8, 2021).

It was reasonable for Uber to expect when it entered Agreements that its contracted-for deactivation rights would remain settled. Mot. 17. The City's unsupported argument that Uber should have foreseen otherwise because it operates in a "heavily regulated industry" fails because New York has never regulated deactivation of HVFHS drivers. Opp. 30; *Melendez*, 16 F.4th at 1034 (City's historical regulation of commercial real estate industry was irrelevant when not pertinent to "personal guaranties"); *accord DoorDash v. City of New York*, 692 F. Supp. 3d 268, 289–90 (S.D.N.Y. 2023) ("***DoorDash (Caps)***"); Compl. ¶ 150 (Council boasting about "setting an important national precedent"). Nor did past regulation of fast-food workers, attempts to pass LL52, or Uber's testimony during the legislative process make it foreseeable that the Council would interfere with Uber's contractual deactivation rights. Opp. 30; *DoorDash (Caps)* at 290 n.2 ("possibility" of future restrictions "does not establish" plaintiffs "operated in an area subject to state regulation at the time").

2. <u>Significant and Legitimate Public Purpose</u>

Given the severe impairment, "justification for the City's legislation must withstand very careful examination," and it cannot. *Id.* at 292; Mot. 19–20. LL52's expressed goal is strictly to benefit "wrongfully deactivated" drivers, which the City admits is some fraction of 872 drivers—*0.05% of 1.6 million residents of Manhattan*. Opp. 53 ("87,207" HVFHS drivers); *id.* 60 (1% deactivation rate). The Council's evinced "sympathy" towards drivers and "hostility" towards Uber—including by LL52's primary sponsor, Shekar Krishnan—confirms LL52's intentionally narrow benefits. Mot. 13–14; Compl. ¶¶ 139–182; *DoorDash (Caps)* at 292. Mr. Krishnan accused Uber at a public hearing of using deactivation to "upend drivers' lives in exchange for their own profit" and boasted LL52 would give "labor more power and holding megacorporations accountable." Compl. ¶ 150. Although the City dismisses such statements, Opp. 32, this Court in *DoorDash (Caps)*—which the Opposition ignores—found statements by a primary sponsor indicative of a "not-so-veiled purpose" to benefit a narrow class rather than the public. *DoorDash (Caps)* at 292.

Beyond not benefiting the public, LL52 would place all risk on and be *detrimental* to the public by forcing Uber to provide access to drivers it has determined should not provide rides. Mot. 30. The City's only engagement with potential public *harm* is to dismiss them as "overblown" and rider reports as "fake." Opp. 14, 41, 53-54; Freivogel; Mot. 11-13, 30.

The City's "shifting rationale" supports finding "the public purpose proffered by Defendant for the legislation now is pretextual." *DoorDash (Caps)* at 292. Perhaps out of recognition that the legislative history reflects no public benefit, the City has pivoted to a panoply of imagined-for-litigation "indirect" harms "to the public:" "increased reliance on unemployment, debt from lost vehicle investments, and an inability to pay rent," or other "reliance on public assistance." Opp. 32, 64. The City does not cite any statement from legislators reflecting this "general" purpose. Post-hoc lawyer assertions cannot override plain text and legislative history. *See Melendez*, 16 F.4th at 1036–37; Mot. 7–8, 13–14; *accord* Opp. 32 ("should look to the 'bill text, legislative record'"). And "conceivable" or "incidental public benefits" do not constitute legitimate public purposes. *Assoc. of Equipment Mfrs. v. Burgum*, 932 F.3d 727, 732–34 (8th Cir. 2019).

3. Reasonable and Necessary Means

LL52 fails the *Melendez* factors. Mot. 20–21. The City's bare assertion that LL52 addresses its "exact concerns" does not constitute a *record basis linking ends and means*. Opp. 25; *DoorDash (Caps)* at 294–95. Neither the Council nor the City can (or do) point to any "meaningful" "study of the effect" of LL52; the only "data" described is from two anecdotal and biased driver "surveys." Nor does the City, as it must, justify *each* of the specific provisions. The

City concedes the Retroactive Provision, in particular, is unnecessary because drivers can file breach-of-contract claims. Opp. 35. And the *conditioned-on-need* factor is not a "poor fit:" as discussed above, LL52 would mandate reinstatement even for justified deactivations based merely on technical violations, like a Five-Day Required Message being one day late. As to the other factors, LL52 is a *permanent* interference with contractual rights, *supra* § I.A.1, and the City does not dispute it *allocates economic burden entirely* to Uber and Lyft *without compensation*—including for risk Uber faces if a reinstated driver commits a crime.

B. Due Process Claim

The City's primary Due Process defense is that imposing new requirements on Uber for decisions made in the past is not actually retroactive, which is wrong as already discussed. *Supra* § I.A.1.[4] Rather than point to any specific reasoning by the Council for retroactivity, the City invents a justification: "fairness to previously deactivated" drivers who "invested in the high upfront costs" of becoming a driver. Opp. 38–39.[5] Post-hoc rationalization emphasizes LL52's arbitrariness, and the City's new rationalization still fails to justify retroactivity, let alone seven years. The City attempts to construct a circumstantial basis for retroactivity by handpicking disparate excerpts from the legislative record, namely the different years of the self-serving "surveys" and a single out-of-context statement by Mr. Gold that "the processes for deactivations in 2018 and 2019 were lacking" as they related to suspected impairment and service animals (but have been resolved), Opp. 38-39, 42. These do not reflect the Council's rationale, and confirm that the retroactive effect is irrational and arbitrary.

[4] The Court can enjoin the retroactive-related provisions of LL52 without deciding severability. Uber reserves all related rights.

[5] Becoming a driver does not carry high upfront costs and many costs result from TLC's requirements.

C. Compelled Speech

The City's argument that dictating how Uber must speak to drivers regulates conduct that is not "inherently expressive" is wrong. Opp. 36. The "creation and dissemination of information are speech." *Sorrell v. IMS Health Inc.*, 564 U.S. 552, 570 (2011). The City cites *Seattle, Wheely*, and *CompassCare*, but those cases were about corporate policies on specific types of conduct (deactivation in *Seattle,* data in *Wheely*, and anti-discrimination in *CompassCare*), not specific, personalized, and individual communications. *Uber v. City of Seattle*, 168 F.4th 1202, 1211-12 (9th Cir. 2026) ("***Seattle***"); *Wheely v. City of New York*, No. 26-cv-091957, 2026 U.S. Dist. LEXIS 79548, at *8 (S.D.N.Y. Apr. 10, 2026) ("***Wheely***"); *CompassCare v. Hochul*, 125 F.4th 49, 64 (2d Cir. 2025). *DoorDash v. City of New York* related to a law more analogous to LL52; there the court rejected the same argument the City makes here, because *requiring* companies "provide specific customer data" regulates speech. 789 F.Supp.3d 337, 251 (S.D.N.Y. 2025) ("***DoorDash (Data)***"); *accord Volokh v. James,* 148 F.4th 71, 89–90 (2d. Cir. 2025) (distinguishing law that "merely requires" publication of policy from compelling opinion).[6]

If strict scrutiny applies, the City waived any argument that the Compelled Speech Provisions would survive by failing to "adequately brief" the issue. *Levine v. Lawrence*, 2005 WL 1412143, at *5 (E.D.N.Y. June 15, 2005). The City also has conceded by omission that the Compelled Speech Provisions are content-based and do not regulate advertisements or speech about a specific product. Opp. 56. Accordingly, strict scrutiny applies unless the regulated speech is "solely" motivated by Uber's "financial interests." Mot. at 22–24; *Central Hudson Gas & Elec.*

[6] If the Court finds LL52 regulates conduct, the City still must (but cannot, see below) sustain intermediate scrutiny because the Compelled Speech Provisions' burden on speech is not "incidental" to regulating conduct; it is the entire point. Opp. 44; *Sorrell*, 564 U.S. at 567 (not "incidental" when "face" and "practical application" of law reflects it "does not simply have an effect on speech, but is directed at certain content and is aimed at particular speakers"); *DoorDash (Data)* at 351 (incidental "only when a restriction on speech is a necessary byproduct").

Corp. v. Pub. Serv. Comm'n of New York, 447 U.S. 557, 560-61 (1980); *Bolger v. Youngs Drug Prods. Corp.*, 463 U.S. 60, 67 (1983). It is not; to the contrary, it is *detrimental to* Uber's economic interests to provide expansive information that could reveal how Uber detects fraud or details that could endanger riders—points the City ignores. Mot. 12–13, 30–32. The City's continued reliance on *Seattle* is misplaced; the Ninth Circuit expressly distinguished laws related to policies and terms of employment (in that case) from those (like LL52) forcing companies to "communicate their opinions *about* and reasons *for*" policies or "produce a report." *Seattle* at 1215 (discussing *NetChoice, LLC v. Bonta*, 113 F.4th 1101 (9th Cir. 2024) and *X Corp. v. Bonta*, 116 F.4th 888 (9th Cir. 2024)). The Ninth Circuit's reasoning in *NetChoice* and *X Corp.* is instructive because there, like here, the technology companies had no "economic motivation" to produce their own internal documents, which in some cases will reflect Uber's thought processes.

If the regulated speech is commercial, intermediate scrutiny applies because the "compelled disclosure" neither is to the "general public" nor "purely factual and uncontroversial." *DoorDash (Data)* at 355 (private disclosure unrelated to "public informational interests that animated" *Zauderer*); Mot. 25–26.[7] The City claims informing "a driver of the basis of their job loss and how to challenge it" is factual and noncontroversial (Opp. 49), but the plain text of the Compelled Speech Provisions demands Uber convey "*all*" information relevant to a deactivation, including Uber's and riders' internal thoughts. *DoorDash (Data)* at 355. The City cannot meet intermediate scrutiny because LL52 does not redress a substantial public interest and the City's assertion that the Compelled Speech Provisions remedy the "very real possibility" of "false or unreliable complaints" is devoid of specificity justifying their breadth. Mot. 26; Opp. 53–54. And

[7] The City wrongly focuses on the competitor relationship in *DoorDash (Data)* rather than *Zauderer*.

the City's contention that Uber "already provides" "some of" the required information is fatal to any argument for LL52's necessity. Opp. 54.

Given all above, *Zauderer* scrutiny does not apply. But if it does, the Compelled Speech Provisions will not pass because they do not serve substantial government interests and demand more disclosures than necessary. Mot. 27; *supra* § I.A.2.[8]

D. Compelled Association

Forcing Uber to include drivers on its platform infringes on associational freedom. Mot. 27–28. The City heavily relies on *CompassCare*'s "limited" rights for employers even while acknowledging drivers are not Uber employees and without providing legal support for why the *CompassCare* standard applies outside traditional at-will employment. Opp. 57–58. Uber does not employ drivers; it provides (or denies) them access to a private technology platform, which "is expressive activity of its own." *Moody v. NetChoice, LLC*, 603 U.S. 707, 731 (2024). The City criticizes a lack of "evidentiary support" of Uber's expression of its safety values and how drivers can threaten it (Opp. 58–59), but the evidence was ample in Mr. Freivogel's explanation of the centrality of safety to Uber's mission and how the Compelled Associations Provisions significantly burden it. *Boy Scouts of America v. Dale*, 530 U.S. 640, 650 (2000) ("***Dale***"); *compare* Opp. 58, *with* Freivogel.[9] The Court "must" "give deference" to Uber's view that the Compelled Association Provisions would inhibit Uber's ability "to sincerely and effectively convey a message of disapproval of certain types of conduct if, at the same time, it must accept members who engage in that conduct." *Slattery v. Hochul*, 61 F.4th 278, 290 (2d Cir. 2023); *Dale* at 653; Mot. 28; Freivogel. *Dale* illustrates that including a single "unwanted person" can violate associational

[8] The "rational speculation" argument is based on rational basis, not *Zauderer*, scrutiny. Opp. 51.
[9] Mr. Freivogel also explains why LL52 does *not* provide sufficient "carveouts for safety." Opp. 60.

freedom. *Dale* at 648. This defeats the City's argument that "changes to the deactivation procedure" cannot "threaten the core of Uber's mission and identity" since deactivations "affect only 1% of drivers in New York." Opp. 60. Finally, the City concedes by omission that the 14-Day Notice Requirement and Retroactive Provision would fail strict scrutiny, and the Deactivation Provisions would fail either strict or rational basis scrutiny. Opp. 61. While strict scrutiny should apply, Mot. 22–24, the Compelled Association Provisions would not even pass rational basis. *Supra* §§ I.A.2-3, I.C.

II. UBER WILL SUFFER IRREPARABLE HARM.

Any constitutional violation is indisputably irreparable harm. Opp. 62. Uber is likely to succeed on all (and at least one) of its constitutional claims. Mot. 16–28; *supra* § I. The Court also can find irreparable harm in threats to harm the public, the chilling effect, and exposure to inconsistent judgments because the Opposition does not substantively dispute them. Mot. 30–32; Opp. 62–64. In a stunning abdication of concern for public safety, the City (like the Council) brushes off Uber's safety concerns as "overblown" and denies without support that LL52 will cause any safety issues, notwithstanding Mr. Frievogel's and Mr. De Coning's comprehensive and unrebutted declarations. Opp. 41; Frievogel. The City omits the "imminent danger" requirement of LL52's "egregious" standard, and has no explanation for the impact of maintaining access for drivers who pose a serious, if not "imminent," danger, or the risk of reinstating a driver who may have committed a serious assault only because the proof was not conclusive enough for a "fact finder." Mot. 15. As to the remaining irreparable harms, the City insists on holding Uber to a legal standard that does not exist; Uber is not required to prove that it "will" suffer irreparable harm, only that there is "a threat," and even the City's cases do not suggest otherwise. Mot. 28–9. The City does not rebut the declarations of Mr. Jarzabek and Mr. De Coning, which detail how LL52 would force Uber to keep fraudsters on its platform, including fraudsters whose fraud does not amount to a "pattern." *See* Jarzabek; De Coning. Uber's declarations explain exactly how the forced disclosure of the basis for fraud deactivations teaches fraudsters how Uber detects fraud. The City has no real response. *Compare* Opp. 59, 63-64, *with* Jarzabek, De Coning.[10]

III. PUBLIC INTEREST AND BALANCE OF EQUITIES SUPPORT ENJOINMENT.

The City ignores how LL52 will *hurt* rather than *benefit* the public. *Supra* § I.A.2. This alone necessitates finding the balance of equities tip in Uber's favor. The City concedes throughout the Opposition that LL52 will benefit at most hundreds of drivers a year, which defeats finding any public interest. The City's invented post-hoc rationalization of a public interest is not cognizable, and balancing the equities requires enjoining LL52.

Dated: Washington, D.C.
July 2, 2026

Respectfully submitted,

DUNN ISAACSON RHEE LLP

By: */s/Meryl C. Governski*
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[10] Given that the four declarations Uber submitted stand unrebutted, Uber is not planning on its declarants attending the July 16 hearing. Uber, of course, will make any or all of them available if the Court wishes to hear their testimony and, if that is the Court's preference, respectfully requests 72 hours notice so the out-of-town witnesses can arrange travel.

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Attorneys for Plaintiffs

CERTIFICATE OF COMPLIANCE WITH WORD COUNT AND LOCAL RULE 7.1

Undersigned counsel certifies that this Memorandum of Law complies with the Individual Practices' and Local Rules' limit of 3,500 words as it contains 3,496 words of text according to the undersigned's Microsoft Word word count function.

/s/ Meryl C. Governski

APPENDIX A: INDEX OF TERMS

14-Day Notice Provision	Section 20-1282(d) of LL52
14-Day Required Message	Section 20-1282(d) of LL52
Agreement	PAA plus incorporated policies
Burden of Proof Provision	Section 20-1285
***Central Hudson* and *Central Hudson* Scrutiny**	*Central Hudson Gas & Elec. Corp. v. Pub. Serv. Comm'n of New York*, 447 U.S. 557 (1980) and and its intermediate standard for speech
Challenged Law *or* LL52	Local Law 52 of New York City of 2026; Uber adopts the City's use of LL52
The City	Defendant City of New York
Compelled Association Provisions	Section 20-1282(a)-(c) of LL52 (Deactivation Prohibitions) Section 20-1282(d) of LL52 (14-Day Notice Provision) Sections 20-1283(a)-(b) of LL52 (Retroactive Provision)
Compelled Speech Provisions	Section 20-1282(d) of LL52 (14-Day Required Message) Section 20-1282(e) of LL52 (Five-Day Required Message) Section 20-1283(c) of LL52 (Retroactive Required Message)[1] Section 20-1285 of LL52 (Burden of Proof Provision) Section 20-1286 of LL52 (Compelled Reports Provision)[2]
Compelled Reports Provision	Section 20-1286 of LL52
Complaint *or* Compl.	Dkt. 1
Constitution	The U.S. Constitution
Council	The City Council
Deactivation Prohibitions	Sections 20-1282(a)-(c) of LL52
De Coning	Declaration of Phil De Coning in Support of Plaintiffs' Motion for Preliminary Injunction, Dkt. 9
Department	Department of Consumer and Worker Protection
DoorDash (Caps)	*DoorDash v. City of New York*, 692 F. Supp. 3d 268 (S.D.N.Y. 2023)
DoorDash (Data)	*DoorDash v. City of New York*, 789 F.Supp.3d 337 (S.D.N.Y. 2025)

[1] The Motion inadvertently identified the Retroactive Required Message as 20-1281(a)-(b).
[2] The Motion inadvertently identified the Compelled Reports Provision as Section 20-1285 rather than Section 20-1286.

Five-Day Required Message	Section 20-1282(e) of LL52
Freivogel	Declaration of Cory Freivogel in Support of Plaintiffs' Motion for Preliminary Injunction, Dkt. 8
Goodman	Declaration of Martha L. Goodman in Support of Plaintiffs' Motion for Preliminary Injunction, Dkt. 12
HVFHS	High volume for-hire services
Jarzabek	Declaration of Mateusz Jarzabek in Support of Plaintiffs' Motion for Preliminary Injunction, Dkt. 10
Motion *or* Mot.	Uber's Memorandum of Law in Support of its Motion for Preliminary Injunction, Dkt. 6
NIFLA	*National Institute of Family and Life Advocates v. Becerra*, 585 U.S. 755 (2018)
NYTWA	New York Taxi Workers Alliance
Opposition *or* Opp.	City's Memorandum of Law in Opposition to Plaintiffs' Motion for Preliminary Injunction, Dkt. 28
PAA	Platform Access Agreement, Dkt. 1-1
PAA Deactivation Provision	PAA § 5.3
Perl	Declaration of Rachel Perl in Support of Plaintiffs' Motion for Preliminary Injunction, Dkt. 11
Required Messages	Section 20-1282(d) (14-Day Required Message) Section 20-1282(e) (Five-Day Required Message) Section 20-1283(c) (Retroactive Required Message)
Retroactive Provision	Sections 20-1283(a)-(b)
Retroactive Required Message	Sections 20-1283(c)
Retroactive Requirements	Sections 20-1283(a)-(b) (Retroactive Provision) Section 20-1283(c) (Retroactive Required Message) Section 20-1286 of LL52 (Compelled Reports Provision)
Seattle	*Uber v. City of Seattle*, 168 F.4th 1202 (9th Cir. 2026)
TLC	The New York City Taxi & Limousine Commission
Uber	Plaintiffs Uber Technologies, Inc., and Uber USA, LLC
Wheely	*Wheely v. City of New York*, No. 26-cv-091957, 2026 U.S. Dist. LEXIS 79548 (S.D.N.Y. Apr. 10, 2026)
***Zauderer* and *Zauderer* Scrutiny**	*Zauderer v. Off. of Disciplinary Couns. of Supreme Ct. of Ohio*, 471 U.S. 626 (1985) and its articulated standard for commercial speech

Dunn Isaacson Rhee

By ECF

The Honorable Gregory H. Woods
United States District Judge
United States District Court
Southern District of New York
500 Pearl Street
New York, NY 10007

Re: *Uber Technologies, Inc., et al., v. City of New York*, Case No. 1:26-cv-04893-GHW

Your Honor:

As directed at today's hearing, Plaintiffs Uber Technologies, Inc. and Uber USA LLC ("Uber") respectfully submit the slides ("Presentation") presented at oral argument in support of the motion for preliminary injunction.

Respectfully submitted,

/s/ Meryl C. Governski
Meryl C. Governski

cc: Counsel of Record (via ECF)

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Uber v. City of New York

No. 26-cv-04893

July 16, 2026 Preliminary Injunction Hearing

Uber Is Likely To Succeed On Its Contracts Clause Claim

Uber's Deactivation Rights Are "Central" To Its Contracts

16. Uber has to balance competing interests, including maintaining driver access to its platform, fairness, and safe and high-quality experiences for riders, and its own financial interests—for example, against liability or fraud. **The contracted-for ability to deactivate drivers without notice based on Uber's determination of whether the driver has committed a violation of its standards or policies is critical** to Uber's ability to maintain the balance competing priorities and standards that benefit all users of the platform, including drivers, and to live by its values, including to Stand for Safety. As a result, the PAA Deactivation and Termination Provisions (and, before that, the TSA Customer Relationship and Termination Terms), are **central to the Agreement and Uber's willingness to enter into it**.

Declaration of Rachel Perl (Senior Manager, Northeast Rides Operations), Dkt. 11

Uber's Contract: Discretion to Deactivate Without Notice if Uber Determines Violation

PAA Deactivation Provision

5.3. Deactivation. You consent to and we may temporarily deactivate your account without notice to investigate whether you have engaged in, or your account has been used in, activity that is deceptive, fraudulent, unsafe, illegal, harmful to our brand, business or reputation, or that violates this Agreement (including the policies incorporated herein by reference) (any of the foregoing, a 'Material Breach or Violation'). You also consent to and we may terminate this Agreement or permanently deactivate your account without notice if we determine in our discretion that a Material Breach or Violation has occurred.

Dkt. 11-1 § 5.3

Uber Contracts To Deactivate For Violations Of Its Community Guidelines

Respect isn't always about what you say—it's also about how you act

We believe that everyone should feel supported and welcomed when interacting with others in the Uber community. That's why we've created standards and policies on threatening and rude behavior, post-trip contact, physical contact, discrimination, sexual assault and misconduct, and property damage.

The actions you take while using the Uber Marketplace Platform can have a big impact on the safety and comfort of others. Courtesy matters. For example, always try to be on time for your ride or to pick up your delivery. It's also common courtesy not to shout, swear, or slam doors. And by tidying up after yourself—whether it's taking your trash home or cleaning up a spilled drink—you'll help ensure that everyone has a pleasant ride.

Threatening and rude behavior

Aggressive, confrontational, and harassing behavior is not allowed. Don't use language or make gestures that could be disrespectful, discriminatory, threatening, or inappropriate.

If you are the recipient of or witness to any threatening or rude behavior, you can report the situation to Uber. We'll address any report in accordance with our policies.

Sexual assault and misconduct

We all value our personal space and privacy. It's OK to chat with other people while remaining respectful. But please don't comment on someone's appearance or ask whether they are single. Sexual assault and sexual misconduct of any kind is prohibited. Sexual assault and misconduct refers to sexual contact or behavior without explicit consent of the other person.

Personal space and privacy should be respected. Uber has a no-sex rule regardless of whether you know the person or they give you their consent.

Find out how all of us can help prevent sexual assault

Dkt. 11-2

https://www.uber.com/us/en/safety/uber-community-guidelines/respect/

LL52 Unconstitutionally Impairs Uber's Contracts

"To determine whether a law violates the Contracts Clause, we ask

(1) whether the **contractual impairment is substantial**,

(2) whether the law serves a **legitimate public purpose** such as remedying a general social or economic problem, and

(3) whether the means chosen to accomplish that purpose are **reasonable and necessary**."

DoorDash, Inc. v. City of New York, 692 F. Supp. 3d 268, 289 (S.D.N.Y. 2023) (quoting *Connecticut State Police Union v. Rovella*, 36 F.4th 54, 63 (2d Cir. 2022)).

LL52 Rewrites Uber's Contracts

5.3. Deactivation. You consent to and we may temporarily deactivate your account without notice to investigate, but only for under 72 hours, whether you have engaged in egregious misconduct, failed to satisfactorily perform your job duties, or engaged in any other misconduct that is demonstrably and materially harmful to Uber's legitimate business interests ("Just Cause")~~, or your account has been used in, activity that is deceptive, fraudulent, unsafe, illegal, harmful to our brand, business or reputation, or that violates this Agreement (including the policies incorporated herein by reference) (any of the foregoing, a 'Material Breach or Violation')~~. You also consent to and we may terminate this Agreement or permanently deactivate your account after 14 days of advance notice (containing all the precise and detailed reasons for the deactivation, all rider feedback, and driver performance data) ~~without notice~~ if we can prove to a fact-finder by a preponderance of the evidence ~~determine in our discretion~~ that Just Cause exists ~~a Material Breach or Violation has occurred~~ and is not contradicted by any other factor deemed relevant.

LL52 Substitutes Discretion Of "Fact-Finder" For Uber's Contracted-For Discretion

What LL52 Requires:

In determining whether a high-volume for-hire vehicle service has deactivated a high volume for-hire vehicle driver for just cause, a fact-finder shall consider, in addition to any other relevant factors, whether:

1. Driver "knew or should have known" of Uber's "policy, rule, or practice that forms a basis" for deactivation and of consequences for violation;
2. Such policy, rule, or practice "is reasonably related to safe and efficient" operations;
3. Uber "provided relevant and adequate training";
4. Such policy, rule, or practice "was reasonable and applied consistently";
5. Uber "undertook a fair and objective investigation" into "driver's job performance as well as their misconduct or failure to satisfactorily perform job duties";
6. Deactivation "is a reasonable response" and "accounts for any mitigating circumstances, including but not limited to" the "driver's past work history";
7. Driver "violated the policy, rule or practice or engaged in any misconduct or failure to satisfactorily perform job duties that forms a basis for progressive discipline or such deactivation."

§ 20-1282(b)

Scenario:
Report of Sexual Assault

Currently:

> "21. . . . given the severity of certain types of misconduct including sexual assault, a single report may lead to deactivation, even if Uber is not able to definitively confirm a rider's report."

Declaration of Cory Freivogel (Head of Safety, US & Canada), Dkt. 8.

What LL52 Requires:

- Uber **must reinstate if Uber cannot prove "just cause" to a fact-finder by a preponderance** of the evidence §§ 20-1208(c)(1), 20-1211(c), 20-1282(a)-(c), 20-1285;
- Uber **must give details that could endanger the rider** §§ 20-1282(d), 20-1286;
- Even if Uber can prove just cause, Uber **still must reinstate the driver if this notice was "defective"** §§ 20-1208(c)(1), 20-1211(c)

Scenario:
Driver Commits Fraud (But Not A "Pattern" Of Fraud)

Currently:

"16. . . . Currently, **if Uber determines that a driver account was used in certain forms of fraud even one time, Uber will deactivate the account as soon as possible** and within fewer than 14 days."

Declaration of Mateusz Jarzabek (Head of United States and Canada Risk Operations), Dkt. 10.

What LL52 Requires:

"While **LL52 may require Uber to keep the account of a Driver (who has not engaged in** egregious misconduct, account sharing, or **a pattern of fraudulent behavior) active for 14 days longer than Uber wishes to . . .**"

Opp., Dkt. 28, at 60-61.

LL52 Would Leave Uber With Only Bad Choices

In deciding whether to deactivate, Uber would have to choose between three bad options:

1. **deactivate the driver's account and turn over detailed information**
2. **deactivate the driver's account without making those disclosures,** and consequently be barred from presenting any of that evidence to a fact-finder (**risking mandatory reinstatement**)
3. **maintain the driver's access** to the platform

Declaration of Cory Freivogel (Head of Safety, US & Canada), Dkt. 8 ¶ 44
Declaration of Phil De Coning (Senior Safety Operations Manager, Identity), Dkt. 9 ¶ 25.

LL52's Lead Sponsor and Lobbyist Said It Was Not Foreseeable

Shekar Krishnan, Main Sponsor of LL52:

"Today, we are setting an important national precedent for drivers, giving labor more power and holding megacorporations accountable."

December 2025 Hearing, Dkt. 1-9 6:13-15.

Bhairavi Desi, Executive Director of NYTWA:

"that's why we so strongly support Intro. 276 because it is the first time that drivers will have rights codified in law where the companies must have good cause to even take this very drastic measure against you and then they must give you notice so it doesn't go into effect immediately and there must be an appeals process that they cannot control."

September 2024 Hearing, Dkt. 12-4 52:5-12.

Joint Press Release of Shekar Krishnan and NYTWA:

"Intro 276 is the largest and most comprehensive reform of unfair firings for app-based drivers in the country, setting a nationwide precedent for driver protections."

Joint Press Release of Shekar Krishnan and NYTWA, Dkt. 12-6, at 3.

Fast Food Regulations Did Not Make LL52 Foreseeable

The City says: "Notably, in 2021, Council enacted **protections against wrongful termination for workers in the fast-food industry. . . .** Now, Council has **extended similar protections to Drivers.**" (Opp., Dkt. 28, at 13.)

The City is wrong:

- The fast food law is different:
  - No retroactivity;
  - No advance notice;
  - No compelled reports; and
  - No requirement to provide "all" reasons.
- The fast food industry is not even analogous, particularly as to safety risks.
- The City cites no case where regulation of a different industry affected expectations.
- The City has never previously regulated driver deactivation. *See Melendez v. City of New York*, 16 F.4th 992, 1034 (2d Cir. 2021).

Substantial Impairment Is Exacerbated By Section 20-1283

§ 20-1283 Prior deactivations. a. Within 1 year after the effective date of the local law that added this section, a high-volume for-hire vehicle **driver who was subject to a prior deactivation** by a high-volume for-hire vehicle service **may petition such high-volume for-hire vehicle service for reinstatement** or restoration of access to such high-volume for-hire vehicle service's driver platform. Within 30 days after receipt of such petition, such high-volume for-hire vehicle service shall reinstate or restore such high-volume for-hire vehicle driver's access to such driver platform, unless such prior deactivation occurred during the probation period or was for just cause, for a bona fide economic reason, as described in section 20-1284, or required by federal, state, or local law or rule.

§ 20-1283

LL52 Impairs Uber's Rights And Imposes New Duties And Liability For Prior Deactivations

Retroactive effect: "*i.e.*, whether it would impair rights a party possessed when he acted, increase a party's liability for past conduct, or impose new duties with respect to transactions already completed." *Landgraf v. USI Film Prods.*, 511 U.S. 244, 280 (1994).

LL52 is retroactive because it:

- requires Uber to justify prior deactivations under new standards with evidence it did not know it had to keep;
- forces reinstatement; and
- authorizes compensatory damages and attorneys' fees.

The City Is Wrong On Retroactivity

"The opportunity for Drivers to contest the factual basis of a prior deactivation and seek reinstatement to a Service within the year following the effective date of LL52 does not impose "retroactive" liability. Instead, it serves to give the law comprehensive effect by ensuring that no Driver ~~is~~ subject to wrongful deactivation without just cause—due to a false customer report or a glitch in the app, for example— or without an opportunity to seek reinstatement."

was

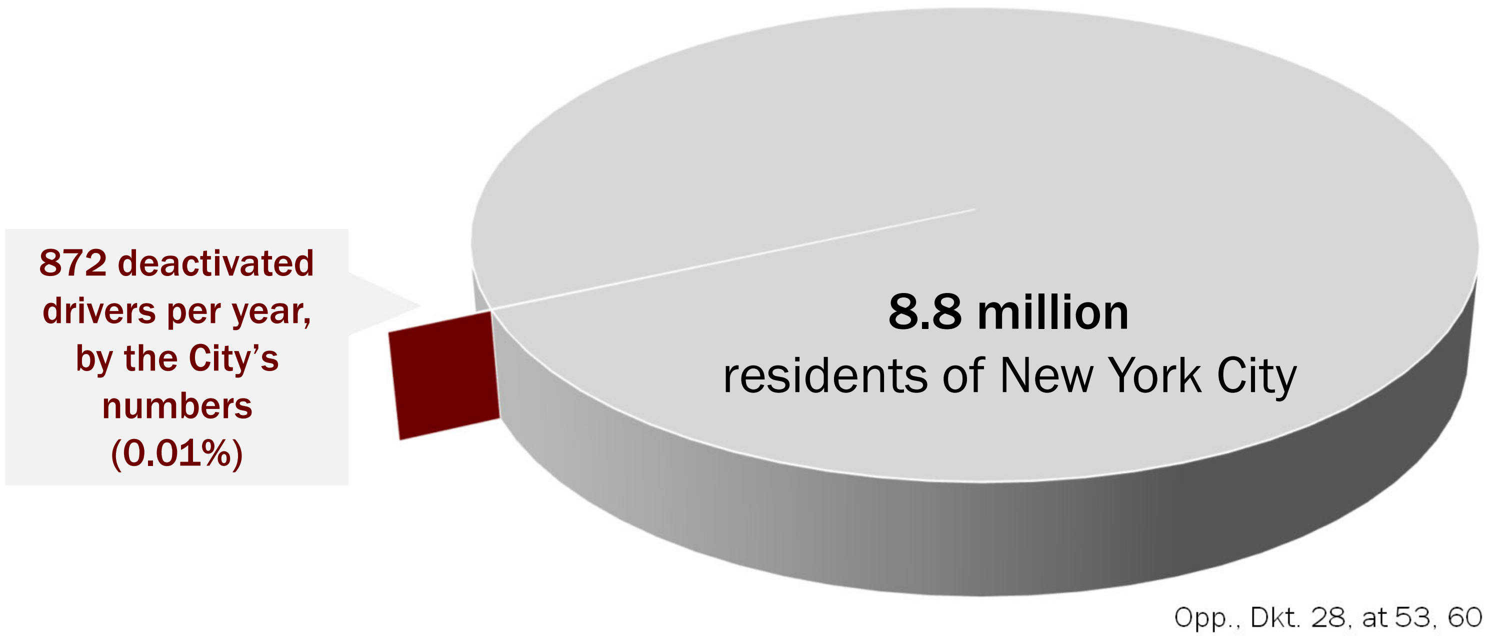
Opp., Dkt. 28, at 12

LL52 Lacks A "Significant And Legitimate Public Purpose" And Lacks "Reasonable And Appropriate Means"

"As recognized in *Allied Structural Steel*, the Clause continues to afford individuals the right to use contracts to order their affairs and to rely thereon except as warranted by a significant and legitimate public purpose pursued through reasonable and appropriate means."

Melendez v. City of New York, 16 F.4th 992, 1032 (2d Cir. 2021).

LL52 Targets A Very Narrow Class at the Expense of Everyone Else



"A legislature acts in the public interest when it passes a law in the service of a broad societal goal, not the pursuit of the interests of a narrow class."

DoorDash, Inc. v. City of New York, 692 F. Supp. 3d 268, 291 (S.D.N.Y. 2023) (cleaned up); *see also Assoc. of Equip. Mfrs. v. Burgum*, 932 F.3d 727, 733 (8th Cir. 2019) (Contract Clause demands more than incidental public benefits).

No "Record Basis To Link Purpose And Means"

The City claims: "the record is replete with data and information detailing the problems that Drivers face when deactivated without warning, and it also includes testimony about the broader implications of those problems."

Opp., Dkt. 28, at 32.

The Truth: The Record Is Devoid of Data Supporting The Law:

- Underlying reasons for deactivation
- Any quantification of "wrongful" or "arbitrary" deactivations
- Rider safety concerns
- Efficacy of LL52's processes versus existing processes
- Likely impact of LL52 on public
- Analysis of specific provisions of LL52
- Comparison with alternative methods of protecting drivers' livelihoods

The Record Is Replete with "Hostility" Toward Uber

"As in *Melendez*, the **legislative history indicates 'a certain hostility'** to Plaintiffs 'and sympathy for small business owners.' The complaint cites to numerous comments by the two principal sponsors of the legislation . . . that suggest that the **not-so-veiled purpose of the legislation** may have been economic protectionism for local 'mom and pop' stores and **antagonism toward out-of-state, wealthy third-party platforms**."

DoorDash, Inc. v. City of New York, 692 F. Supp. 3d 268, 292 (S.D.N.Y. 2023) (quoting *Melendez*, 16 F.4th at 1040).

Shekar Krishnan, Main Sponsor of LL52:

"the current system allows Uber and Lyft to **upend drivers' lives in exchange for their own profits**. . . Today, we are setting an important national precedent for drivers, giving labor more power and **holding megacorporations accountable**."

December 2025 Hearing, Dkt. 1-9 6:2-15.

"Uber and Lyft have been scared knowing that this bill has the ingredients to start a driver's rights movement. They've used their billion-dollar war chest to spread fear and false information to New Yorkers, because **that is the only thing they know how to do, waste money and make people afraid**."

January 2026 Hearing, Dkt. 26-16, 39:20-25.

"Our New York City Council has taken on **Uber and Lyft's billion-dollar war chest that has fueled their lies, fear-mongering, and misinformation**. Together, we are standing united with workers and passing my legislation that will start a nationwide movement to give app-based drivers the power they deserve."

Joint Press Release of Shekar Krishnan and NYTWA, Dkt. 12-6, at 4.

The Council's Only "Data" Is From Two Biased Surveys of ~1,000 Deactivated Drivers (~70% from California)

NYTWA

341 drivers

- "In the summer of 2025, the New York Taxi Workers Alliance (NYTWA) conducted a survey of **341** deactivated Uber and Lyft drivers who had experienced platform deactivation and lost their jobs."
- "NYTWA was responsible for the design, administration, and collection of the survey data."
- No random sample; surveyed <u>deactivated</u> drivers who came to NYTWA's office

Compl., Dkt. 1 ¶¶ 168-72.

Rideshare Drivers United

810 California drivers

- "The study includes two components: a survey of **810** app-based drivers from April to July 2022 and in-depth interviews with 15 current and former app-based drivers in September and October 2022."
- RDU's website depicts Uber logo with devil horns

www.drivers-united.org

The Council Had No Explanation For LL52's Specific Requirements

"As pleaded, there was no substantial basis for the City Council to adopt commission caps in the amounts ultimately adopted. As a result of the alleged gap in the record supporting the adopting of the commission caps at issue here, 'deference is not warranted' to the City Council's decision."

DoorDash, Inc. v. City of New York, 692 F. Supp. 3d 268, 294-95 (S.D.N.Y. 2023) (quoting *Melendez*, 16 F.4th at 1041)).

The City Council had no explanation—let alone a "substantial basis"–for its specific choices:

- Seven-year lookback period (Retroactive Provision)
- 14-day waiting period (14-Day Notice Provision)
- Five days to give notice after deactivation for egregious misconduct (Five-Day Required Message)
- "All customer comments, ratings, and complaints" required even when deactivation not based on a report (Compelled Reports Provision)
- "Driving performance data" required even when deactivation unrelated to driving performance (Compelled Reports Provision)
- Intentionally unfair burden of proof in proceedings (Burden of Proof Provision)

Compelled Speech

Compelled Speech Provisions Force Uber to Create and Disseminate Information

What LL52 Requires:

- A "high-volume for-hire vehicle service **shall provide a written explanation**, in a form and manner designated by the department, to such high-volume for-hire vehicle driver of **all the precise and detailed reasons** for" deactivation. (§ 20-1283(c); *see also* § 20-1282(d)-(e))

- "A "high-volume for-hire vehicle service **shall provide** a deactivated high-volume for-hire vehicle driver with **information and data** relevant to such high-volume for-hire driver's deactivation. Such information shall include, but need not be limited to: 1. **Driving performance data** specific to such high-volume for-hire vehicle driver; 2. **All customer comments, ratings, and complaints received regarding the high-volume for-hire vehicle driver**; and 3. Anonymized and **aggregated reports, covering the 12 months prior** to such high-volume for-hire vehicle driver's deactivation, regarding discipline, including deactivation, imposed by such high-volume for-hire vehicle service on any other high-volume for-hire vehicle drivers who engaged in the same or similar misconduct or failure to satisfactorily perform job duties forming a basis for the deactivation of the high-volume for-hire vehicle driver subject to such notice." (§ 20-1286)

LL52 Must But Cannot Survive Strict Scrutiny

Strict scrutiny applies because LL52 compels non-commercial speech.

> "Commercial speech is '**expression related solely to the economic interests of the speaker** and its audience.' The '**core notion of commercial speech' is 'speech which does no more than propose a commercial transaction**,'' like an advertisement or proposal of employment.

DoorDash, Inc. v. City of New York, 789 F. Supp. 3d 337, 353–54 (S.D.N.Y. 2025) (citations omitted).

Strict Scrutiny:

Compelling Interest + Least Restrictive Means

If LL52 Regulates Commercial Speech, It Must But Cannot Pass *Central Hudson* Scrutiny

Central Hudson (rather than *Zauderer*) scrutiny applies because the "**the compelled disclosure is made not to the general public**" **or about terms of service; "rather, it reflects data collected by Plaintiffs in the course of their services."**

DoorDash, Inc. v. City of New York, 789 F.Supp.3d 337, 354-55 (S.D.N.Y. 2025) (cleaned up).

Central Hudson Scrutiny:

Substantial Interest + Means Directly Advancing Interest

As In *DoorDash (Data)*, *Zauderer* Is Not The Appropriate Standard

Topic	Customer Data Law In *DoorDash (Data)*	LL52
Challenged Law	Must provide restaurants using DoorDash services specific customer data once a month.	Must provide deactivated drivers "all detailed and specific" reasons for deactivation, "all" rider feedback, and driver performance data.
Council's Justification	Law would "help small mom and pop restaurants" at the expense of "app industry."	Law would help narrow class of deactivated drivers at the expense of Uber, riders, and the public.
Incidental to Conduct?	No, regulates what Plaintiff must say.	No, regulates what Plaintiff must say.
Commercial Speech	**Commercial** because the customer data is economically valuable to Plaintiffs—something that they "wouldn't give away for free."	**Not commercial** because it does not occur in the context of a commercial transaction–the information itself is not economically valuable, but maintaining the privacy of the information is valuable to Uber.
Level of Scrutiny	At least *Central Hudson*, not *Zauderer*, scrutiny without deciding if strict scrutiny would be appropriate.	Strict Scrutiny, but if commercial, then *Central Hudson*.
Outcome	Fails intermediate scrutiny.	Fails all levels of scrutiny.

DoorDash, Inc. v. City of New York, 789 F. Supp. 3d 337 (S.D.N.Y. 2025).

Compelled Association

Uber is Likely to Succeed on its Compelled Association Claim

1. Uber **engages in expressive association because safety is part of its mission.**

2. LL52 **significantly affects** Uber's ability to advocate its viewpoints about safety**.**

3. The City's interest cannot **justify the severe burden imposed.**

Boy Scouts of Am. v. Dale, 530 U.S. 640, 655 (2000); *Slattery v. Hochul*, 61 F.4th 278, 287 (2d Cir. 2023) (quoting *Pi Lambda Phi Fraternity, Inc. v. Univ. of Pittsburgh*, 229 F.3d 435, 442 (3d Cir. 2000)) (cleaned up).

Our commitment to safety

At Uber, we stand for safety. Safety is not just a feature—it's a foundation. That's why we invest in innovative technologies, robust policies, and expert partnerships that prioritize women's safety at every step of their journey. We are steadfast in our commitment to building a platform where women feel comfortable, safe, and in control.

Our commitment to safety, Uber, https://www.uber.com/us/en/safety/our-commitment/

Irreparable Harm / Balance of Equities

A Constitutional Violation Is Per Se Irreparable Harm

"In the Second Circuit, irreparable harm is also presumed where the alleged injury 'flows from a violation of constitutional rights.'"

Seventh Regiment Armory Conservancy, Inc. v. Knight, 811 F. Supp. 3d 467, 478 (S.D.N.Y. 2025) (quoting *Jolly v. Coughlin*, 76 F.3d 468, 482 (2d Cir. 1996)).

"It is generally held that an alleged deprivation of constitutional rights—including rights violated under the Contracts Clause—raises a presumption of irreparable harm."

Conn. State Police Union v. Rovella, 494 F. Supp. 3d 210, 220 (D. Conn. 2020), *aff'd* 36 F.4th 54 (2d Cir. 2022) (cleaned up).

Uncontroverted Evidence Establishes Irreparable Harm

- Mandatory reinstatement and advance notice will endanger riders and the public by forcing Uber to keep dangerous drivers on its platform. Freivogel ¶¶ 41, 43.

- The 14-Day Notice Provision requires Uber to provide platform access to fraudsters who have not yet committed a “pattern” of fraud, both endangering safety and subjecting Uber and riders to monetary losses. De Coning ¶¶ 26; Jarzabek ¶¶ 16-17.

- Providing “all the precise and detailed reasons” for deactivation and the Compelled Report will expose Uber’s proprietary anti-fraud measures, providing wrongdoers with a roadmap to future fraud. De Coning ¶¶ 20-25; Jarzabek ¶¶ 11-15.

- Requiring Uber to give platform access to dangerous or substandard drivers will damage Uber’s reputation and goodwill. Perl ¶¶ 27-29.

- LL52 will subject Uber to enormous compliance costs, particularly in investigating and responding to retroactive petitions and complying with record-keeping and disclosure obligations. Perl ¶¶ 31-33.

Balance Of Equities Supports A Preliminary Injunction

Riders Face Safety And Privacy Risks

The Public Faces More Unsafe Drivers

Safe Drivers Lose Earning Opportunities

Uber Loses Money, Reputation, and Customer Goodwill

Constitutional Violations Harm Everyone

Appendix

The Council Did Not Analyze Uber's Existing Notices Of Conduct That Could Lead To Deactivation

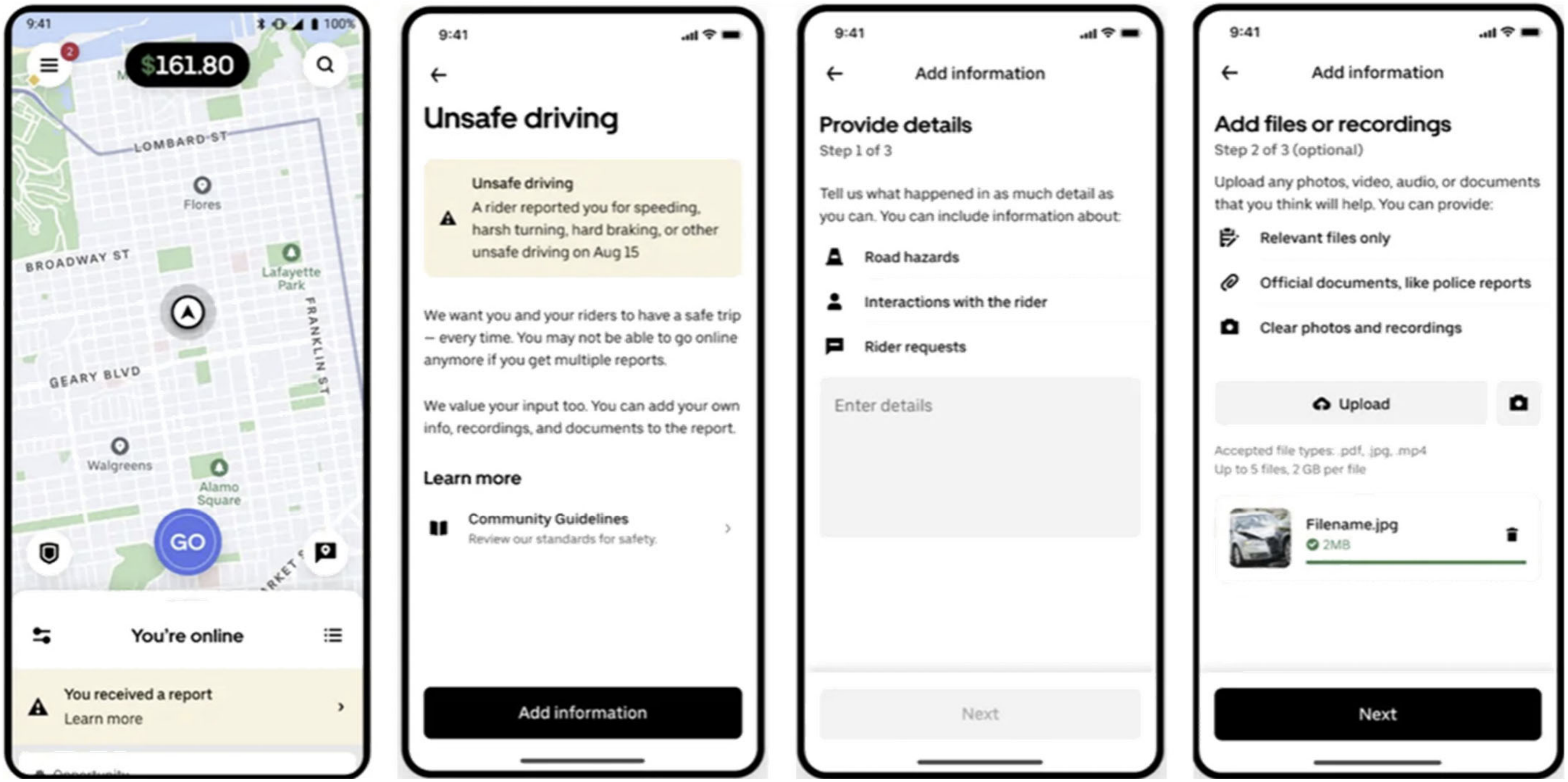
Title: A message from Uber

User Type: driver

Hi [redacted] ,We hope you are having a great day and on the safe side of the road.We're contacting you following some feedback we received about one of your trips on December 13th 2024. A rider gave feedback that an argument with you made them feel uncomfortable.We wanted to share this feedback with you and emphasize the importance of remaining respectful while using the Driver app, per our Community Guidelines. Multiple reports like this may result in losing access to the Uber apps.If you disagree with this feedback, you're welcome to share your own feedback by replying to this message. If you have a relevant recording, let us know and we can share a link that will let you upload your recording.You can record your trips with the Driver app. In some areas, we'll let your rider know that the trip is being recorded to help encourage respect and prevent false accusations. If you ever report a safety issue, you can choose to include a recording. Our Support team can only review recordings that you attach to a report. Go to this resource to learn more about your recording options and how to set it up.Thank you for your understanding.

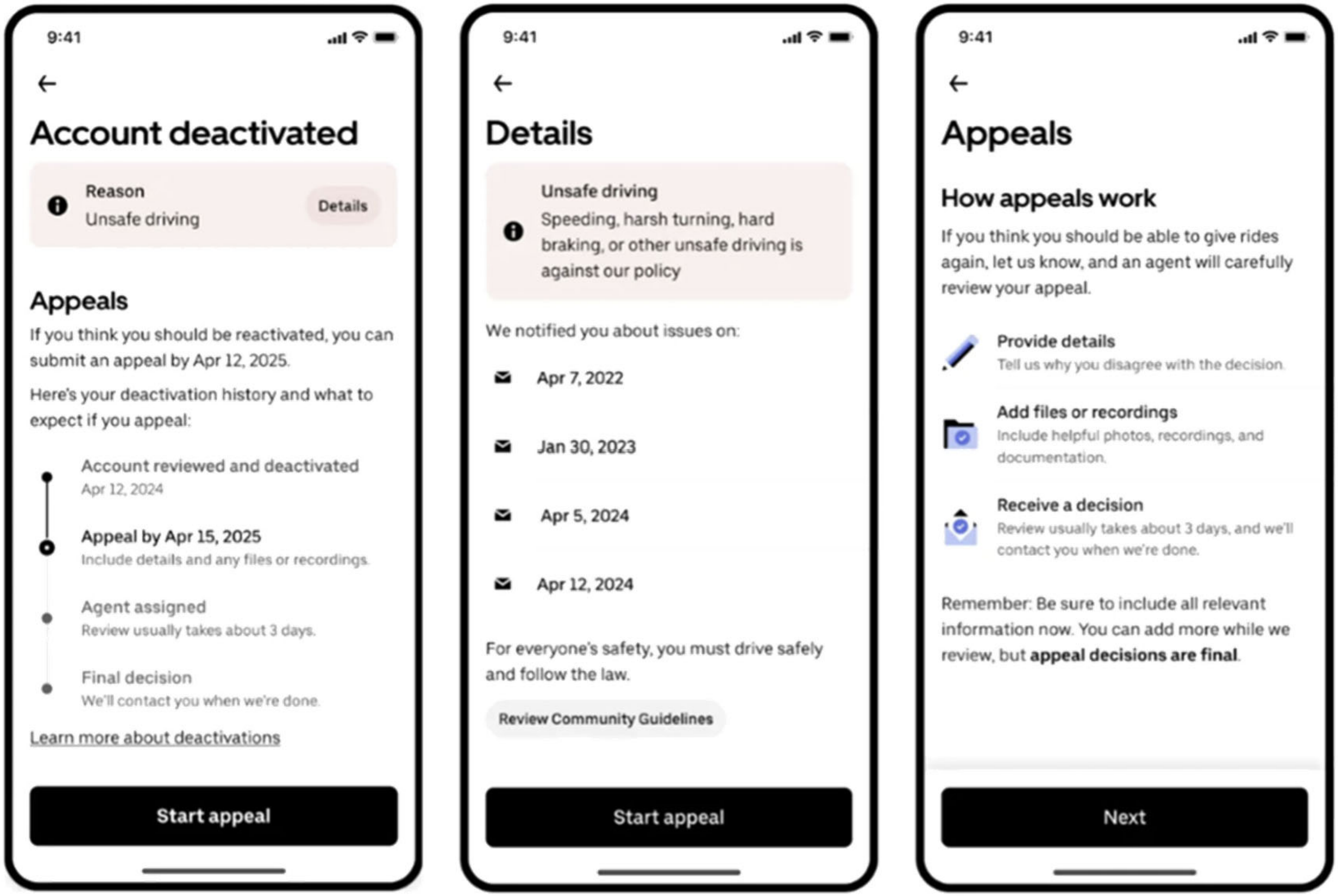
Complaint ¶ 111, Dkt. 1.

The Council Did Not Analyze That Uber Already Allows Drivers To Respond To Reports



Complaint ¶ 113, Dkt. 1.

The Council Did Not Analyze Uber's Internal Appeals Via Review Center



Cases typically resolved within 7 days.

More than 80% of deactivated drivers appeal via Review Center

Complaint ¶ 120, Dkt. 1.

The IDG Testified That LL52 "Replaces A Hard-Fought Grievance Procedure" "With A Weaker Process Run By The City"

" Int 276 would replace a hard-fought grievance procedure negotiated by the International Association of Machinists and Aerospace Workers (IAMAW) with a weaker process run by the city. This is an unprecedented assault on organized labor and we urge every Councilmember to loudly oppose it."

"Currently, when drivers are deactivated, they are represented for free by trained worker advocates from the moment they contact us until final disposition before an arbitrator. Under the bill, drivers who are deactivated would be left on their own to navigate a complex two-tiered system administered by a city agency they are unfamiliar with, the Department of Consumer and Worker Protection."

Written Testimony of the Independent Drivers' Guild, Dkt. 26-7 at 47-48.

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August 12, 2026

Re: Testimony of The Legal Aid Society on the Proposed Subchapter I to chapter 7 of Title 6 of the Rules of the City of New York to implement Local Law 52 of 2026

The Legal Aid Society submits these comments on the Department of Consumer and Worker Protection's Proposed Regulations to implement Local Law 52-2026. We appreciate the Department's commitment to implementing this important law. Nevertheless, we have concerns that certain proposals would undermine critical protections enshrined in that law.

Notwithstanding the recent preliminary injunction decision, this law is one of great public significance. It protects one of the largest workforces in the state from arbitrary terminations and from working under the threat of arbitrary terminations. It protects the drivers and the public by inducing the application companies, Uber and Lyft, to articulate and train on rules that promote safe and efficient operation of these businesses; to inform drivers when they are falling short on following those rules before a problem becomes more serious; to apply these rules reasonably and consistently; and to make sure that any allegations against drivers are true. The law protects both the drivers and the public by making sure that good drivers are not taken out of service because of false discriminatory or abusive allegations.

Critical to the law's protections is the requirement of advance notice to protect drivers and the public against ill-considered or unsubstantiated removal of a driver from service. That requirement applies unless the deactivation is for "egregious misconduct, account sharing, or if there is a pattern of repeated fraudulent behavior." NY City Admin. Code § 20-1282(d). "Egregious misconduct" is defined as (i) conduct that poses an imminent danger to other persons, including but not limited to violence, threats to engage in violence, sexual harassment, or sexual assault or (ii) discrimination in violation of federal, state, or local law." § 20-1281.

It is important to the due process protections built into the law that this exception not be read so broadly as to swallow up the general requirement, particularly against the legislative record of Uber and Lyft making unsubstantiated allegations against drivers.

Nevertheless, the proposed rules expand the exceptions beyond what the law permits. The proposed rule expands the definition of "conduct that poses an imminent danger" in the definition of egregious misconduct to "conduct that may cause injury, pain, harm, or loss, including physical, emotional, or financial injury, pain, harm or loss," explicitly noting that the phrase will be "broadly construed." *Sect. 7-901.* That definition creates a loophole broad enough to drive a truck through, let alone a cab. Instead of limiting egregious misconduct to instances where people are genuinely put at risk of imminent danger by a driver's alleged conduct, the proposed definition would, for example, allow the companies to convert ordinary disagreements between drivers and passengers into instances that may cause "emotional […] injury, pain, harm or loss." It would be easy enough to attach that allegation to the complaint of any disgruntled passenger turning an exception that protects against danger into a general rule to protect passengers' sensibilities, including if those sensibilities are the product of racism, Islamophobia, or other forms of discrimination.

"Financial injury" can similarly encompass a complaint about whether the driver performed their job to the satisfaction of the passenger who is paying for the ride. This misreading of the law would eviscerate the protection of having to give drivers advance notice so they can prevent the dire consequences of deactivation when ordinary allegations are unsubstantiated. And by giving the companies a way out from the progressive discipline requirement, it green lights arbitrary decision making that the law does not permit.

We note that the proposed rule also allows for suspending the advance notice requirement for "conduct that is so outrageous that a service cannot reasonably expect to correct it through discipline" or where "the deactivation is because an HVFHV service reasonably determines that a driver poses an unreasonable risk to public health, public safety, or rider safety." It is difficult to imagine when such conduct would not fall within "egregious misconduct," so this proposal raises the question of what the Department has in mind. Together with the proposed rule's mandate to read the exceptions broadly and the broad definition of egregious misconduct, this proposal suggests that the proposed regulatory exception is intended to swallow up the legislated due process rule.

Finally, we are concerned that the proposal to allow ongoing modifications of a company's reasons for deactivation further eviscerates the advance notice requirement and undermines the requirement that the company have a reasonable and substantiated basis for acting against a driver before it takes such actions. The law is clear that companies should not be taking such actions unless and until they have a sufficient basis. That principle is fundamental to notions of due process embodied in the legislation and the proposed rule should not remove that protection.

Thank you for your consideration of these comments.

Richard Blum
Staff Attorney, The Employment Law Unit

LEGAL SERVICES NYC | BROOKLYN

Comments on Proposed Rules:
New Subchapter I of Chapter 7 of Title 6
of the Rules of the City of New York to Implement Local Law 52 of 2026
NYC Department of Consumer and Worker Protection

I am a Senior Staff Attorney in the Workers' Rights and Benefits Unit (WRBU) at Brooklyn Legal Services, part of Legal Services NYC (LSNYC). LSNYC is the largest civil legal services provider in the country, serving over 100,000 individuals annually, and is dedicated to fighting poverty and seeking justice for low-income New Yorkers. LSNYC submits these comments on Proposed Rules: Subchapter I of Chapter 7 of Title 6 of the Rules of the City of New York (Proposed Rules), which proposes to establish recordkeeping and reporting requirements and clarify the compliance obligations of high-volume for-hire vehicle services (HVFHV) under the law.

LSNYC's WRBU advises and represents low-income workers on wage and hour matters, employment discrimination, and other employment issues. As part of our work, we regularly represent Uber and Lyft drivers in obtaining Unemployment Insurance (UI) benefits. During the Covid pandemic, LSNYC and the New York Taxi Workers Alliance brought litigation which resulted in approximately 68,000 Uber and Lyft drivers receiving State Unemployment Insurance at the full benefit rate for employees.

Like all states except Montana, New York is an "at will employment" state, which means that employers can fire workers at any time for any reason other than illegal discrimination or retaliation. Accordingly, most workers, except those who are union members, have little job security and live with the fear that they could lose their jobs for almost any reason at any time. The majority of workers we advise are not unionized and, in most instances, cannot challenge their termination. In the best-case scenario, these workers may receive UI benefits, which replaces no more than 50% of their wages for no more than six months. We regularly see the high levels of stress that our clients face when they have lost work or fear losing their jobs. Given the high cost of living – notably rent – in New York City, the lack of job security embedded in the "at will" rule is a major stress factor that can have a profound impact on a worker's mental and physical health. *See* The Effects of Fear of Job Loss and What to Do about It." Esther Sternberg M.D. Psychology Today posted February 7, 2025.

In our experience, the stress of job insecurity is profoundly felt by Uber and Lyft (the "Companies") drivers, who have no power to negotiate the terms of their employment with the Companies. The Companies' drivers are among the most economically precarious workers in our society. Ninety percent of the Companies' drivers are immigrants. *See* James A. Parrott & Michael Reich*, An Earnings Standard for New York City's App-based Drivers: Economic Analysis and Policy Assessment* (2018) at 15,. Only 17% have a four-year college degree and most face restricted labor market opportunities. *Id.* at 16-17. Sixty to sixty-five percent drive full-time without another job, and about 80% acquired a car to earn a living by driving. *Id.* at 15. The terms of the service agreements drivers are required to execute with the Companies ("employment contracts") are take-it-or-leave-it contracts of adhesion and thus are non-negotiable. *See* NYS Unemployment Insurance Appeal Board Nos. 596722-596727 (July 12, 2018)*see also* https://help.uber.com/en/driving-and-delivering/article/agreeing-to-terms-and-conditions?nodeId=44cf1f0e-27ca-4919-9621-f1321a0381c1 ("Before you drive with Uber, you need to accept the legal agreements.").

The purpose of Local Law 52 of 2026 (LL 52) is to eliminate arbitrary terminations and provide due process for drivers who are facing deactivations from the Companies' apps. Because it prevents terminations except for "just cause", LL 52 promises to provide a measure of invaluable job security to a large group of exploited and vulnerable workers in NYC. However, as described below, key sections of the Proposed Rules do not reflect the plain language of LL 52. As a result, these sections of the Proposed Rules may scuttle the promise of job security and thus conflict directly with the intent of LL 52.

First, the Proposed Rules expand the definition of "conduct that poses an imminent danger" within LL 52's definition of "egregious misconduct" to include "conduct that may cause injury, pain, harm, or loss, including physical, emotional, or financial injury, pain, harm or loss," explicitly stating that this phrase will be "broadly construed." *See* § 7-901. In contrast, LL 52 defines egregious misconduct as "conduct that poses an imminent danger to other persons, including but not limited to violence, threats to engage in violence, sexual harassment, sexual assault, or discrimination in violation of federal, state, or local law." *See* N.Y.C. Admin. Code § 20-1281. The Proposed Rules' definition of conduct that poses an imminent danger would defeat the purpose of LL 52, which seeks to protect drivers from the Companies' arbitrary firings while maintaining sensible protections for customers. Instead, the Proposed Rule would allow the Companies to define almost any alleged conduct as posing an imminent danger. This extraordinarily broad interpretation of "conduct that poses an imminent danger" would allow the Companies to terminate most drivers without first providing them with a 14-day-notice, or requiring the Companies to engage in progressive discipline, as envisioned and established by LL 52.

Second, the Proposed Rules further limit drivers' rights to 14 days' notice prior to termination, expanding the notice exceptions beyond alleged "egregious misconduct," account sharing, and patterns of repeated fraudulent behavior articulated in LL 52. *See* N.Y.C. Admin. Code § 20-1282 (d). The Proposed Rules would add vague exemptions for "conduct that is so outrageous that a service cannot reasonably expect to correct it through discipline" and deactivations where "an HVFHV service reasonably determines that a driver poses an unreasonable risk to public health, public safety, or rider safety." § 7-906(a)(3). Similar to Proposed Rule § 7-901 discussed above, this provision would grant the Companies broad discretion to define non-egregious conduct within these parameters and thus terminate drivers, circumventing the 14-day notice period and progressive discipline contemplated by LL 52.

After many years of attempting to hold the Companies accountable to New York's Unemployment Insurance (UI) system and their own workforce, we have good reason to be skeptical of the Companies and concerned about the latitude these Proposed Rules would extend to them. *See, e.g., Islam v. Cuomo*, 475 F. Supp. 3d 144, 149-50 (E.D.N.Y. 2020); *see also* NYS Unemployment Insurance Appeal Board Nos. 596722-596727 (July 12, 2018), available at https://uiappeals.ny.gov/system/files/documents/2023/09/596722-appeal-decision.pdf. Despite being held to be the employers of their drivers for purposes of the New York Unemployment Insurance Law, the Companies used every possible tool, including requesting hundreds of UI hearings to dispute coverage for individual drivers at which they continuously failed to appear, to avoid reporting their workers' earnings and paying into the UI Trust Fund. *See Islam v. Cuomo*, 475 F. Supp. 3d at 158. Uber began to report drivers' earnings only after November 2023, and only due to a settlement with the NYDOL. *See Governor Hochul Announces Unprecedented Settlement Agreement Between NYS Department of Labor and Uber* (Nov. 2, 2023), Upon information and belief, Lyft still does not report its drivers' earnings or contribute to the UI Trust Fund. Based on this experience, we believe that the Companies will utilize the Proposed Rules' overly broad definition of "conduct that poses an imminent danger" to immediately and arbitrarily terminate from their platforms any driver that they disfavor for any reason, whether or not there is any actual evidence of imminent danger to customers.

Respectfully submitted on behalf of Legal Services NYC,

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Online comments: 0