

STATE OF ARIZONA
OFFICE OF THE ATTORNEY GENERAL
CIVIL RIGHTS DIVISION

Arizona Civil Rights Division,

Charging Party,

v.

Uber Technologies, Inc. and Postmates Inc.

Respondents.

CRD NOS. CRD-2020-1063
CRD-2020-1064

CONCILIATION AGREEMENT
(Pre-Finding)

This Agreement (“Agreement”) is made between the Civil Rights Division of the Arizona Attorney General’s Office (“the Division”) and Uber Technologies, Inc. on behalf of Portier LLC, for Uber Eats, and Postmates, LLC (f/k/a Postmates Inc.).¹ (collectively “Respondents”).

On November 12, 2020, the Division filed Divisional Charges, CRD-2020-1063 and CRD-2020-1064, alleging public accommodations discrimination based on race against Respondents (the “Charges”). The Charges alleged that Respondents’ promotions waived delivery fees for restaurants owned by Black individuals and unlawfully discriminated against non-Black owned restaurants in violation of the Arizona Civil Rights Act (ACRA), A.R.S. § 41-1442(A) and (B). Respondents deny these allegations. The Division and Respondents, having conferred, hereby voluntarily agree to and do resolve the issues in the Charges as follows:

I

This Agreement does not constitute an admission by Respondents that any conduct or practice made unlawful by A.R.S. § 41-1442 has occurred. It is entered into at the Pre-Finding stage, without any conclusions having been reached by the Division.

¹ Postmates Inc. no longer exists and this Agreement is being entered into by Uber Technologies Inc. on behalf of Portier LLC (for Uber Eats) and Postmates, LLC (f/k/a Postmates Inc.).

II

Subject to the fulfillment by Respondents of all of the obligations set forth in this Agreement, the Division agrees to close CRD-2020-1063 and CRD-2020-1064, and waive or release all claims against Respondents in any forum with respect to the matters that were alleged in the Charges.

III

A. In resolving these Charges, the Division does not waive its right to process any other charge against Respondents, their subsidiaries, or their affiliates. The Division also does not waive any future claims or charges against Respondents, their subsidiaries, or their affiliates for any violations of Section VI of this Agreement. The Division has the right to make reasonable inquiry and investigation regarding compliance with this Agreement. The Division further has the right to enforce this Agreement through all available means, including but not limited to litigation in any court with jurisdiction, should any Respondent fail to comply with any of the terms of this Agreement.

B. The Division agrees that it shall provide thirty (30) calendar days advance notice in writing to Respondents and their attorney of record, as specified in Section IX of this Agreement, of any attempt to compel compliance with this Agreement through litigation to permit the parties to meet and confer in good faith and to provide Respondents an opportunity to voluntarily comply with the terms of this Agreement. Enforcement is permissible if Respondents (1) fail to timely respond to the Division's deficiency notice or (2) fail to cure all deficiencies and come into compliance with this Agreement.

C. The Parties agree that venue is proper in Maricopa County pursuant to A.R.S. § 12-401(17) for any Division enforcement of this Agreement.

D. In the event that the Respondents are found by a court of competent jurisdiction to have breached this Agreement, and such finding has been fully adjudicated and affirmed through the exhaustion of all appellate processes available to Respondents, Respondents shall pay to the Division a liquidated damages sum of fifty thousand dollars (\$50,000) within 60 days of the exhaustion of all such appellate processes.

IV

By entering into this Agreement, Respondents do not admit they are a "place of public accommodation," as defined in the ACRA.

V

Respondents agree that they and their agents will not engage in any discrimination or retaliation because an individual has filed a complaint, given testimony or assistance, or participated in any manner in the Charges.

VI

Respondents shall not offer direct financial incentives to customers or offer, advertise, or provide any delivery fee discounts or price-related discounts in Arizona based on any restaurant owner's race, color, religion, sex, national origin, or ancestry as these terms are defined under Arizona law.

VII

Respondents will continue to abide by their anti-discrimination policies and procedures, including continuing to provide anti-discrimination training to employees.

VIII

A. Within sixty (60) calendar days of the effective date of this Agreement, Respondents agree that their current employees and agents who develop Arizona promotions will receive notice of Respondents' obligations under Section VI of this Agreement. Thereafter, Respondents agree that, at least on an annual basis, Respondents will ensure that its employees and agents who develop Arizona promotions shall receive notice of Respondents' obligations under Section VI of this Agreement.

B. Within ten (10) business days from any request from the Division to Respondents and their attorney of record, as specified in Section IX of this Agreement, Respondents agree to confirm to the Division in writing that they are in compliance with the terms and conditions of Section VIII.A of this Agreement.

C. Respondents agree to maintain all notifications referenced in Section VIII.A and to make such notifications available to the Division upon its request.

IX

When this Agreement requires notice to Respondents, notice shall be mailed and emailed to Respondents and their attorney of record.

Jessica Chan
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Uber Technologies, Inc.
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San Francisco, CA 94158
Jessica.chan@uber.com

Lori Kalani
Cozen O'Connor
1200 19th Street NW
Washington, DC 20036
lkalani@cozen.com

X

This Agreement constitutes the entire Agreement between the Division and Respondents.

XI

The Division and Respondents agree to pay their own attorneys' fees, if any.

XII

This Agreement will not become effective until it has been reviewed and signed by a Division representative.

XIII

This Agreement may be executed in two or more counterparts, each of which will be deemed an original and together form one Agreement. Facsimiles and pdf versions of this signed Agreement shall be deemed to be originals.

XIV

The Division and Respondents each represent that they have read this Agreement in its entirety, have had an opportunity to consult with counsel of their own choice, are satisfied that they understand and agree to all of its provisions, and have freely signed this Agreement without coercion.

XV

Each person signing this Agreement warrants and represents that they are duly authorized to enter into this Agreement and that all necessary approvals have been obtained prior to the execution of this Agreement.

XVI

This Agreement will be binding on the heirs, assigns, successors, successors-in-interest, receivers, trustees in bankruptcy, and personal representatives of the parties hereto.


XVII

This Agreement may be made public if the Attorney General determines that disclosure is required to further the purposes of the Arizona Civil Rights Act.

Date May 4, 2021

By Elizabeth Coleman
Elizabeth Coleman
Associate General Counsel
Uber Technologies, Inc.

Date 5/5/2021

By 
Rebekah Browder
Section Chief Counsel
State of Arizona
Office of the Attorney General
Division of Civil Rights Section

Executed copy mailed/mailed
this 5th day of May, 2021 to:

Elizabeth Coleman
Associate General Counsel
Uber Technologies, Inc.
1455 Market St
San Francisco, CA 94103
Respondent

By 