

February 7, 2018

Dara Khosrowshahi  
Uber  
1455 Market Street, 4th Floor  
San Francisco, CA 94103

Dear Mr. Khosrowshahi:

We write to urge you to end the use of forced arbitration provisions in your employee contracts and to restore your employees' rights to access the court system after disputes arise with your company. Mushrooming revelations of sexual harassment at the hands of powerful individuals have shone a bright light on how forced arbitration provisions silence complaints of discrimination and harassment in the workplace. Your company can take a stand by committing not to perpetuate this conspiracy of silence.

Prospective employees are often presented with fine-print "take-it-or-leave-it" employment agreements, where their only option is to sign or give up the job opportunity. Faced with this choice, few refuse to sign. Yet, these agreements can stack the deck against abused employees, depriving them of their day in court if they are the victim of harassment or abuse in the workplace. Instead, people are forced into biased, secretive arbitration proceedings with a corporate-hired arbitrator rather than a neutral judge, and an almost impossible burden to meet in order to appeal a ruling. In cases of widespread problems, when forced arbitration provisions are combined with class action bans, victims are unable to band together to take their claims to court, and neither judges nor arbitrators can assess or remedy the full scope of multiple victim wrongdoing.

While forced arbitration provisions are now ubiquitous in many types of consumer contracts, forcing an employee into arbitration is equally harmful because of its ability to silence systemic wrongdoing in the workplace. According to the Economic Policy Institute, 60.1 million people, more than half of non-union, private sector employees, have signed away their right to go to court if harmed by their employer. In addition, 41.1% of employees who sign employment contracts that include forced arbitration provisions also waive their right to file a class action lawsuit if harmed.<sup>1</sup> These provisions, while harmful to the entire workforce, are particularly pernicious when used to silence marginalized sections of the workforce, including women, people of color, immigrants, and LGBTQ people.

The Federal Arbitration Act was enacted in 1925 to ensure that certain corporations with equal bargaining power could use arbitration to resolve complex legal matters. The law was never

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<sup>1</sup>See generally Economic Policy Institute, *The Growing Use of Mandatory Arbitration: Access to the Courts is Now Barred for More than 60 Million American Workers* (Sept. 2017), available at <https://www.epi.org/files/pdf/135056.pdf>.

envisioned as one that would allow corporations to force arbitration on powerless consumers and workers. Recently, Microsoft took an important first step by banning the use of forced arbitration provisions pertaining to claims of sex discrimination.<sup>2</sup> We applaud this step, and we urge the company, as we do you, to *completely* ban the use of forced arbitration in employment contracts.

Removing forced arbitration provisions from your employee contracts is only the first step toward creating a harassment- and discrimination-free environment. Prevention is key, requiring effective policies and procedures on how to report harassment and discrimination, anonymous climate surveys to help management understand the scope of harassment and discrimination in the workplace, and training for employees and supervisors on their rights and responsibilities.

Now is the time to be on the right side of history and set an example as a responsible company in the marketplace by removing forced arbitration provisions from your employment contracts. With questions, please contact Remington A. Gregg, at [rgregg@citizen.org](mailto:rgregg@citizen.org).

Sincerely,

American Civil Liberties Union  
Arise Chicago  
Atlanta Women for Equality  
Broome Tioga GreenParty  
Colorado Center on Law and Policy  
Colorado Fiscal Institute  
Communications Workers of America (CWA)  
Consumer Action  
Consumers for Auto Reliability and Safety  
Economic Policy Institute  
The Employee Rights Advocacy Institute For Law & Policy  
Equal Pay Today  
Equal Rights Advocates  
Professor Matthew Finkin, University of Illinois College of Law\*  
Florida Alliance for Consumer Protect  
Gender Justice  
Greater Syracuse Council on Occupational Safety and Health  
Homeowners Against Deficient Dwellings  
Impact Fund  
Interfaith Worker Justice  
Lambda Legal  
Legal Aid at Work  
Maine AFL-CIO  
NAACP

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<sup>2</sup> Public Citizen, Press Release (Dec. 19, 2017), *available at* <https://www.citizen.org/media/press-releases/microsoft-leads-way-harassment-claims-shouldn%E2%80%99t-be-forced-arbitration>.

National Association of Consumer Advocates  
National Center for Transgender Equality  
National Consumer Law Center  
National Employment Lawyers Association  
National Employment Law Project  
National Employment Lawyers Association  
National Equality Action Team (NEAT)  
National LGBTQ Task Force  
Oxfam America  
PathWays PA  
Professor Daniel R. Ortiz, University of Virginia Law School\*  
Policy Matters Ohio  
Progressive Congress Action Fund  
Public Knowledge  
Public Citizen  
Public Justice  
SafeWork Washington  
Southwest Women's Law Center  
State Innovation Exchange  
Professor Jean Sternlight, UNLV Boyd School of Law\*  
Professor Imre Szalai, Loyola University New Orleans College of Law\*  
Texas Watch  
Union Theological Seminary  
Witness to Mass Incarceration  
Women Employed  
Women's Law Project

\*University affiliations are listed for identification purposes only. The contents of this letter were not authorized by, and should not be construed as reflecting the view of, the listed universities.