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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KING

**WESTERN WASHINGTON TAXICAB
OPERATORS ASSOCIATION**, on behalf
of certain of its members,

Plaintiff,

v.

UBER TECHNOLOGIES, INC.,

Defendant.

No. 14-2-08259-2 SEA

**COMPLAINT FOR INJUNCTIVE
RELIEF AND MONETARY
DAMAGES**

I. NATURE OF ACTION

This is an action for injunctive relief and monetary damages brought by taxicab drivers in the City of Seattle and King County whose livelihood is threatened by Defendant Uber Technologies, Inc. (herein “Uber”). Uber is an on-demand for-hire vehicle service operating in Seattle, Washington, and King County, Washington, providing services identical to the services provided by members of the Western Washington Taxicab Operators Association (herein “Operators Association”). However, Uber does not comply with the applicable laws and regulations adopted by the State of Washington, King County, and the City of Seattle. By operating in violation of the State, County and City laws and regulations, Uber engages in an

1 unlawful and deceptive business practice which harms the economic interests of taxicab drivers
2 represented by plaintiff, and the public at-large.

3 **II. JURISDICTION AND VENUE**

4 **2.1** The Superior Court of Washington has jurisdiction of plaintiff's claims pursuant
5 to RCW 2.08.010.

6 **2.2** Venue in King County is appropriate pursuant to RCW 4.12.025.

7 **III. PARTIES**

8 **3.1** The Operators Association is an organization of Seattle and King County taxicab
9 operators united to secure a sensible, fair and safe framework for the operation of taxicabs within
10 Seattle and King County, to advance the interests of taxicab operators through public education,
11 to represent taxicab operators' interests before public bodies, and to develop legislation and
12 policy statements aimed at securing equity and safety for taxicab operators through lobbying and
13 political action. The Operators Association also sponsors regular training and continuing
14 education to promote the professional skills of taxicab operators. Any person licensed to operate
15 a taxicab in Seattle or King County is eligible to join and maintain membership in the Operators
16 Association.

17 **3.2** The Operators Association conducts its affairs, including meetings of its
18 Leadership Council, primarily in King County, Washington.

19 **3.3** Defendant Uber Technologies, Inc. is a for-profit corporation registered in
20 Washington State. Uber operates for-hire vehicle services in the City of Seattle and King
21 County.
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1 **IV. ALLEGATIONS RELATED TO THE WESTERN WASHINGTON TAXICAB**
2 **OPERATORS ASSOCIATION’S STANDING**

3 **4.1** The Operators Association is acting in this suit on behalf of its members who are
4 licensed taxicab drivers, lease drivers, and operators of for-hire vehicles carrying out those
5 activities within the City of Seattle and within King County.

6 **4.2** The Operators Association has standing to bring this suit on behalf of its
7 members who are affiliated with taxicab associations licensed under Seattle Municipal Code
8 6.310 and its members who are licensed by King County to operate a taxicab or for-hire vehicle
9 in the unincorporated areas of King County because (a) those members would otherwise have
10 standing on their own; (b) the purpose and goals of the Operators Association include uniting all
11 drivers, ensuring drivers have the resources they need to build a better life for themselves and
12 their families, securing equity and safety for drivers, and protecting drivers from injury due to
13 deceptive or unlawful business practices; and (c) none of the claims require individual members
14 on whose behalf the Operators Association is bringing this suit to participate as a necessary party
15 to ascertain damages.
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17 **V. FACTUAL ALLEGATIONS**

18 **5.1** Defendant Uber is engaged in the business of dispatching and metering for-hire
19 vehicles in the City of Seattle and King County.

20 **5.2** The Operators Association’s members operate taxicabs in the City of Seattle and
21 King County, some of whom own their own vehicles and some who lease the cabs they drive.
22 The City of Seattle and King County have for decades heavily regulated the taxicab and for-hire
23 vehicle industry and both the driver and the vehicle are subject to extensive City and County
24 regulation and ongoing monitoring. The number of taxicabs and for-hire vehicles eligible to
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1 accept passengers is limited by the City of Seattle and King County. Taxi fares are established
2 by the City of Seattle and King County and drivers cannot charge a different amount. The
3 purpose of Seattle’s Taxicab and For-Hire Vehicle Ordinance, SMC 6.310.100, is, in part, to
4 “increase the safety, reliability, cost-effectiveness, and the economic viability and stability of
5 privately-operated for-hire vehicle and taxicab services within The City of Seattle.”
6

7 **5.3** King County regulates taxicabs and for-hire drivers and vehicles and the services
8 provided by same in King County Code Section 6.64. King County’s Records and Licensing
9 division (RALS) is responsible for licensing taxicab and for-hire drivers and ensuring that drivers
10 comply with all applicable requirements. Drivers must complete a qualified drivers training
11 course, pass a criminal background check, participate in “ride-alongs” with qualified drivers
12 before carrying their first passengers alone, pass written tests on local geography and conduct
13 requirements, pass verbal English tests conducted by South Seattle Community College, undergo
14 annual driver record and criminal background checks, pass periodic physical exams, and pay all
15 fees associated with each exam or training amounting to hundreds of dollars each year.
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17 **5.4** Washington State regulates privately operated limousine transportation services.
18 RCW 47.72A. Pursuant to such regulation, contact by a customer to engage the services of a
19 carrier’s limousine must be initiated by a customer at a time and place different from the
20 customer’s time and place of departure. RCW 47.72A.020(1). Under no circumstances may
21 customers or customers’ agents make arrangements to immediately engage the services of a
22 carrier’s limousine with the chauffeur. *Id.*
23

24 **5.5** Although Uber dispatches drivers to pick up the same passengers as the Operators
25 Association’s members, Uber’s drivers do not complete the requirements set by the City of
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1 Seattle and King County. If the Operators Association's members were to provide taxicab
2 service without satisfying the City of Seattle and King County requirements, they would be
3 subject to up to 90 days in jail and up to a \$1,000 fine.

4 **5.6** Uber's drivers similarly do not conform with Washington State law with regard to
5 the operation of limousine transportation services, in that, among other actions, they permit
6 customers to make arrangements to immediately engage their services. If the Operators
7 Association's members were to provide similar limousine transportation services without
8 satisfying the requirements of Washington State law, they would be subject to monetary
9 penalties pursuant to, inter alia, RCW 46.72A.080(7)(a).

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11 **5.7** The vehicles driven by the Operators Association's members are also subject to
12 regulatory authority. All taxicab and for-hire vehicles must pass regular inspections showing
13 that they are safe, clean and comfortable, tasks which the drivers themselves typically must
14 complete although they do not earn fare revenue. The Operators Association's members are
15 prohibited from providing taxi or for-hire service unless their vehicles are equipped with a
16 digital security camera, a global position system, a silent alarm, a fare meter, and a fare list
17 approved by the City and County. The owner of the vehicle for hire must carry personal injury
18 liability insurance, property damages insurance, and uninsured motorist insurance. The vehicles
19 dispatched by Uber do not comply with these requirements, avoiding the costs imposed on the
20 Operators Association's member who own their own vehicles.

21
22 **5.8** The growth of Uber-dispatched drivers in Seattle is expected to continue and
23 accelerate according to the "City of Seattle and King County Taxi, For Hire Vehicle and
24 Limousine Services Demand" Study commissioned by the Seattle City Council in 2013. The
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1 study found: “It is highly likely that this growth will occur at the expense of the traditional taxi
2 market, placing a downward pressure on the number of trips per day made by Taxis.”

3 **5.9** The Operators Association’s members experience economic harm due to the
4 incursion of unregulated drivers dispatched by Uber into the taxicab and for-hire vehicle market.
5 Unlike the licensed taxicab associations lawfully permitted to dispatch taxicabs to passengers,
6 which must “satisfy every request for service so long as there are any operating taxicabs not in
7 use,” SMC 6.310.230, Uber exempts itself from any duty to provide fair and equal service.
8 Uber only dispatches drivers to customers who can pay by credit card and who have used its
9 Internet-application or website to request a vehicle. A phone call request from a customer is not
10 accepted, nor is cash. Uber admits it seeks to serve wealthy, technology-connected passengers,
11 leaving those with less means and technology to be served by the regulated taxicab drivers. Not
12 only does Uber divert customers away from the lawful, regulated services provided by the
13 Operators Association’s members, it seeks to divert the most lucrative and most able to tip
14 customers, further depriving regulated drivers of means to make a living.
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17 **VI. CAUSE OF ACTION – BREACH OF THE CONSUMER PROTECTION ACT,**
18 **RCW 19.86**

19 **6.1** Plaintiff restates and realleges the allegations set forth in paragraphs 1.1 through
20 5.9 above.

21 **6.2** Defendant Uber’s failure to comply with the taxicab and for-hire regulations
22 imposed by the City of Seattle, King County and the State of Washington constitutes an unfair
23 and deceptive practice that is in violation of the Consumer Protection Act of Washington, RCW
24 Chapter 19.86.
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1 **6.3** Defendant’s practice is unfair and deceptive because it deprives the Operators
2 Association’s members of fares and tip money that would otherwise reasonably be expected to
3 go to them as the licensed providers of taxicab and for-hire services.

4 **6.4** Defendant’s failure to comply with City, County and State regulations of taxicab
5 associations operating in the City of Seattle and King County harms the public interest by
6 depriving the public of the rights and protections provided to passengers within those
7 regulations, which include licensed, trained drivers and safe and properly insured vehicles, as
8 well as the fees Uber would otherwise pay for the privilege of dispatching drivers on the public’s
9 roads.
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11 **6.5** Plaintiff Operators Association’s members have been harmed in an amount to be
12 determined at trial and seek an injunction against defendant to enjoin further violations of RCW
13 19.86.
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15 **VII. REQUEST FOR RELIEF**

16 WHEREFORE, plaintiff requests that this Court enter an order granting it the following
17 relief:

18 **A.** That plaintiff’s members be awarded damages in amount equal to the lost fares
19 and tips due to defendant Uber’s unlawful dispatch operation;

20 **B.** That plaintiff’s members be awarded exemplary damages in an amount equal to
21 three times the lost fares and tips caused by defendant Uber, pursuant to RCW 19.86.090;

22 **C.** That plaintiff be awarded its reasonable attorney’s fees and costs pursuant to
23 RCW 19.86.090;
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1 D. That the Court enter an injunction permanently prohibiting defendant Uber from
2 committing in the future the practice alleged herein, and/or declare such practice to be unlawful;

3 E. Such other and further relief as the Court deems just and proper.

4 DATED this 24th day of March, 2014.

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7 s/Spencer Nathan Thal
8 Spencer Nathan Thal, WSBA No. 20074
9 General Counsel
10 Western Washington Taxi Cab Operators Association
11 14675 Interurban Avenue South, Suite 307
12 Tukwila, WA 98168
13 Ph. (206) 441-4860
14 Fax (206) 441-3153
15 spencer.thal@teamsters117.org

16 s/Dmitri Iglitzin
17 Dmitri Iglitzin, WSBA No. 17673
18 s/Carson Glickman-Flora
19 Carson Glickman-Flora, WSBA No. 37608
20 Schwerin Campbell Barnard Iglitzin & Lavitt LLP
21 18 West Mercer Street, Suite 400
22 Seattle, WA 98119-3971
23 Ph. (206) 257-6006
24 Fax (206) 257-6041
25 iglitzin@workerlaw.com
26 flora@workerlaw.com