

2014 JUL -3 PM 3:46

CIVIL DIVISION

Circuit Court for BALTIMORE CITY

City or County

CIVIL - NON-DOMESTIC CASE INFORMATION REPORT

DIRECTIONS:

Plaintiff: This Information Report must be completed and attached to the complaint filed with the Clerk of Court unless your case is exempted from the requirement by the Chief Judge of the Court of Appeals pursuant to Rule 2-111(a). A copy must be included for each defendant to be served.

Defendant: You must file an Information Report as required by Rule 2-323(h).

THIS INFORMATION REPORT CANNOT BE ACCEPTED AS AN ANSWER OR RESPONSE.

FORM FILED BY: ☒ PLAINTIFF ☐ DEFENDANT CASE NUMBER _____ (Clerk to insert)

CASE NAME: The Yellow Cab Company, et al. vs. Uber Technologies, Inc., et al.
Plaintiff Defendant

JURY DEMAND: ☒ Yes ☐ No Anticipated length of trial: _____ hours or 5 days

RELATED CASE PENDING? ☐ Yes ☒ No If yes, Case #(s), if known: _____

Special Requirements? ☐ Interpreter (Please attach Form CC-DC 41)
☐ ADA accommodation (Please attach Form CC-DC 49)

**NATURE OF ACTION
(CHECK ONE BOX)**

DAMAGES/RELIEF

TORTS	LABOR	A. TORTS	
☐ Motor Tort ☐ Premises Liability ☐ Assault & Battery ☐ Product Liability ☐ Professional Malpractice ☐ Wrongful Death ☐ Business & Commercial ☐ Libel & Slander ☐ False Arrest/Imprisonment ☐ Nuisance ☐ Toxic Torts ☐ Fraud ☐ Malicious Prosecution ☐ Lead Paint ☐ Asbestos ☐ Other _____	☐ Workers' Comp. ☐ Wrongful Discharge ☐ EEO ☐ Other _____ CONTRACTS ☐ Insurance ☐ Confessed Judgment ☒ Other _____ REAL PROPERTY ☐ Judicial Sale ☐ Condemnation ☐ Landlord Tenant ☐ Other _____ OTHER ☐ Civil Rights ☐ Environmental ☐ ADA ☒ Other Antitrust	Actual Damages ☐ Under \$7,500 ☐ \$7,500 - \$50,000 ☐ \$50,000 - \$100,000 ☒ Over \$100,000	☐ Medical Bills \$ _____ ☐ Property Damages \$ _____ ☐ Wage Loss \$ _____
		B. CONTRACTS ☐ Under \$10,000 ☐ \$10,000 - \$20,000 ☒ Over \$20,000	C. NONMONETARY ☐ Declaratory Judgment ☒ Injunction ☐ Other _____

ALTERNATIVE DISPUTE RESOLUTION INFORMATION

Is this case appropriate for referral to an ADR process under Md. Rule 17-101? (Check all that apply)
 A. Mediation ☐ Yes ☐ No C. Settlement Conference ☒ Yes ☐ No
 B. Arbitration ☐ Yes ☐ No D. Neutral Evaluation ☐ Yes ☐ No

TRACK REQUEST

With the exception of Baltimore County and Baltimore City, please fill in the estimated LENGTH OF TRIAL.

THIS CASE WILL THEN BE TRACKED ACCORDINGLY

☐ 1/2 day of trial or less
☐ 1 day of trial time
☐ 2 days of trial time
☐ 3 days of trial time
☐ More than 3 days of trial time

PLEASE SEE PAGE TWO OF THIS FORM FOR INSTRUCTIONS PERTAINING TO THE BUSINESS AND TECHNOLOGY CASE MANAGEMENT PROGRAM AND COMPLEX SCIENCE AND/OR MEDICAL CASE MANAGEMENT PROGRAM (ASTAR), AS WELL AS ADDITIONAL INSTRUCTIONS IF YOU ARE FILING YOUR COMPLAINT IN BALTIMORE CITY, PRINCE GEORGE'S COUNTY, OR BALTIMORE COUNTY.

Date July 3, 2014

Signature _____

BUSINESS AND TECHNOLOGY CASE MANAGEMENT PROGRAM

For all jurisdictions, if Business and Technology track designation under Md. Rule 16-205 is requested, attach a duplicate copy of complaint and check one of the tracks below.

☐

Expedited

Trial within 7 months
of Filing

☐

Standard

Trial within 18 months
of Filing

☐

EMERGENCY RELIEF REQUESTED _____

Signature _____

Date _____

COMPLEX SCIENCE AND/OR MEDICAL CASE MANAGEMENT PROGRAM (ASTAR)

*FOR PURPOSES OF POSSIBLE SPECIAL ASSIGNMENT TO AN ASTAR RESOURCE JUDGE under Md. Rule 16-202.
Please check the applicable box below and attach a duplicate copy of your complaint.*

☐

Expedited - Trial within 7 months of Filing

☐

Standard - Trial within 18 months of Filing

IF YOU ARE FILING YOUR COMPLAINT IN BALTIMORE CITY, PRINCE GEORGE'S COUNTY, OR BALTIMORE COUNTY PLEASE FILL OUT THE APPROPRIATE BOX BELOW.

CIRCUIT COURT FOR BALTIMORE CITY (CHECK ONLY ONE)

☐

Expedited

Trial 60 to 120 days from notice. Non-jury matters.

☐

Standard-Short

Trial 210 days.

☒

Standard

Trial 360 days.

☐

Lead Paint

Fill in: Birth Date of youngest plaintiff _____.

☐

Asbestos

Events and deadlines set by individual judge.

☐

Protracted Cases

Complex cases designated by the Administrative Judge.

CIRCUIT COURT FOR PRINCE GEORGE'S COUNTY

To assist the Court in determining the appropriate Track for this case, check one of the boxes below. This information is not an admission and may not be used for any purpose other than Track Assignment.

☐

Liability is conceded.

☐

Liability is not conceded, but is not seriously in dispute.

☐

Liability is seriously in dispute.

CIRCUIT COURT FOR BALTIMORE COUNTY

- | | |
|---|---|
| ☐ Expedited
(Trial Date-90 days) | Attachment Before Judgment, Declaratory Judgment (Simple), Administrative Appeals, District Court Appeals and Jury Trial Prayers, Guardianship, Injunction, Mandamus. |
| ☐ Standard
(Trial Date-240 days) | Condemnation, Confessed Judgments (Vacated), Contract, Employment Related Cases, Fraud and Misrepresentation, International Tort, Motor Tort, Other Personal Injury, Workers' Compensation Cases. |
| ☐ Extended Standard
(Trial Date-345 days) | Asbestos, Lender Liability, Professional Malpractice, Serious Motor Tort or Personal Injury Cases (medical expenses and wage loss of \$100,000, expert and out-of-state witnesses (parties), and trial of five or more days), State Insolvency. |
| ☐ Complex
(Trial Date-450 days) | Class Actions, Designated Toxic Tort, Major Construction Contracts, Major Product Liabilities, Other Complex Cases. |

RECEIVED
CIRCUIT COURT FOR
BALTIMORE CITY

2014 JUL -3 PM 3:46

CIVIL DIVISION

THE YELLOW CAB COMPANY
2100 Huntingdon Avenue
Baltimore, MD 21211

AND

CHECKER CAB ASSOCIATION,
INCORPORATED
c/o The Corporation Trust Incorporated
351 West Camden Street
Baltimore, MD 21201

AND

SUN TAXICAB ASSOCIATION, LTD
2100 Huntingdon Avenue
Baltimore, MD 21211

AND

SELECT CAB COMPANY, INC.
2100 Huntingdon Avenue
Baltimore, MD 21211

AND

SUPERIOR CAB COMPANY, INC.
2100 Huntingdon Avenue
Baltimore, MD 21211

AND

SUPREME CAB COMPANY, INC.
2100 Huntingdon Avenue
Baltimore, MD 21211

AND

SERENE CAB COMPANY, INC.
2100 Huntingdon Avenue
Baltimore, MD 21211

AND

* IN THE
* CIRCUIT COURT
* FOR
* BALTIMORE CITY
* Case No.:

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SENTINEL CAB COMPANY, INC.
2100 Huntingdon Avenue
Baltimore, MD 21211

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AND

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SCOUT CAB COMPANY, INC.
2100 Huntingdon Avenue
Baltimore, MD 21211

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AND

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YELLOW CAB ASSOCIATION, INC.
2100 Huntingdon Avenue
Baltimore, MD 21211

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AND

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SAFETY CAB COMPANY, INC.
2100 Huntingdon Avenue
Baltimore, MD 21211

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AND

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COAST CAB COMPANY, INC.
2100 Huntingdon Avenue
Baltimore, MD 21211

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AND

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SERVICE CAB COMPANY, INC.
2100 Huntingdon Avenue
Baltimore, MD 21211

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AND

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CIRCLE CAB COMPANY, INC.
2100 Huntingdon Avenue
Baltimore, MD 21211

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AND

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SUNRISE CAB COMPANY, INC.
2100 Huntingdon Avenue
Baltimore, MD 21211

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AND

CLASSIC CAB COMPANY, INC.
2100 Huntingdon Avenue
Baltimore, MD 21211

AND

CORDIAL CAB COMPANY, INC.
2100 Huntingdon Avenue
Baltimore, MD 21211

AND

CHOICE CAB COMPANY, INC.
2100 Huntingdon Avenue
Baltimore, MD 21211

AND

CHAMPION CAB COMPANY, INC.
2100 Huntingdon Avenue
Baltimore, MD 21211

AND

SKYLINE CAB COMPANY, INC.
2100 Huntingdon Avenue
Baltimore, MD 21211

AND

CENTRAL CAB COMPANY, INC.
2100 Huntingdon Avenue
Baltimore, MD 21211

AND

BELLE ISLE CAB COMPANY,
INCORPORATED
2100 Huntingdon Avenue
Baltimore, MD 21211

AND

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SECURE CAB COMPANY, INC.
2100 Huntingdon Avenue
Baltimore, MD 21211

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AND

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COLONIAL CAB COMPANY, INC.
2100 Huntingdon Avenue
Baltimore, MD 21211

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AND

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CENTURY CAB COMPANY, INC.
2100 Huntingdon Avenue
Baltimore, MD 21211

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AND

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GREEN TOMATO CARS DC, LLC
1015 15th Street, NW, Suite 1000
Washington, DC 20005

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AND

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BARWOOD, INC.
4900 Nicholson Court
Kensington, MD 20895

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AND

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SUPERTAXI, INC.
720 E. Butterfield Road, Suite 300
Lombard, IL 60148

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AND

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KENNETH BUTLER
6307 McClean Boulevard
Baltimore, MD 21204

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AND

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AHMED JIRDIE
9904 Decatur Road
Middle River, MD 21220

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AND

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HARWINDER SINGH
7901 Charlesmont Road
Baltimore, MD 21222

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AND

*

TASHIN FARIDA, INC.
11727 Veirs Mill Road
Silver Spring, MD 20992

*

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Plaintiffs,

*

v.

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UBER TECHNOLOGIES, INC.
182 Howard Street #8
San Francisco, CA 94105

*

*

AND

*

MEKURIA GEBREMARIAM
911 Arunah Ave
Catonsville, MD 21228

*

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AND

*

DEREJE GUGSA
1207 St. Andrew Way
Baltimore, MD 21239

*

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AND

*

AMDE MESFIN
9100 Thistledown Rd, Apt 181
Owings Mills, MD 21117

*

*

Defendants

* * * * *

COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF

Plaintiffs, The Yellow Cab Company, Belle Isle Cab Company, Incorporated, Central Cab Company, Inc., Century Cab Company, Inc., Champion Cab Company, Inc., Choice Cab Company, Inc., Circle Cab Company, Inc., Classic Cab Company, Inc., Coast Cab Company, Inc., Colonial Cab Company, Inc., Cordial Cab Company, Inc., Green Tomato Cars DC, LLC, Safety Cab Company, Inc., Scout Cab Company, Inc., Secure Cab Company, Inc., Select Cab Company, Inc., Sentinel Cab Company, Inc., Serene Cab Company, Inc., Service Cab Company, Inc., Skyline Cab Company, Inc., Sunrise Cab Company, Inc., Superior Cab Company, Inc., Supreme Cab Company, Inc., and Barwood, Inc., (together, the “Plaintiff Cab Companies”), Yellow Cab Association Inc., Sun Taxicab Association, Ltd., Checker Cab Association, Incorporated (the “Plaintiff Cab Associations”), and SuperTaxi, Inc., and Kenneth Butler, Ahmed Jirde, and Harwinder Singh (collectively the “Driver Plaintiffs”) and Tashin Farida, Inc., by their undersigned attorneys, bring this complaint (“Complaint”) against Defendant Uber Technologies, Inc. (“Uber”), and Defendants Dereje Gugsu, Amde Mesfin, and Mekuria Gebremariam (the “Driver Defendants” and together with Uber, “Defendants”) for damages and injunctive relief, and state as follows.

Nature of the Case

1. Plaintiffs file this lawsuit to prevent Defendant Uber from dismantling decades of laws and regulations governing the vehicle transportation industry in the City of Baltimore and Montgomery County, Maryland. Baltimore City (“the City”), Montgomery County and the state of Maryland (“the State”) have enacted laws and regulations for taxicabs and livery vehicles operating in the City to ensure reasonable established prices and service for all customers regardless of income level, to allow fair competition between transportation

companies and to ensure public safety and trust in the industry. By failing and refusing to comply with these laws and regulations, Uber seeks, in its own words, to become a “disruptor” of this regulatory system and, in effect, to become its own regulator.

2. Plaintiffs bring this action against Defendants for (1) violations of Maryland’s antitrust laws through Uber’s anti-competitive price fixing and predatory pricing for its vehicle transportation services; (2) common law unfair competition for Uber’s refusal to comply with state and local vehicle transportation laws and regulations that are designed to ensure fair competition between competing transportation companies; and (3) state law tortious interference with Plaintiffs’ business relationships with its customers and contract drivers.

3. Plaintiff Cab Companies are providers of taxicab services within the State of Maryland, and Plaintiff Cab Associations are taxicab associations whose members consist of providers of taxicab services (the “Association Members”). Plaintiff Drivers are providers of taxicab services who operate as independent contractors for the Plaintiff Cab Companies. Although it publicly makes claims to the contrary, Uber is also a provider of vehicle transportation services within the State of Maryland. As a “common carrier” under Maryland law, Uber is subject to the same laws and regulations that govern virtually every aspect of Plaintiffs’ businesses.

4. Uber does not follow regulations for rate setting for its transportation services, and instead sets its own unapproved, unregulated rates for the independent drivers with which it contracts. Defendants violate Maryland’s antitrust laws through Uber’s pricing schemes in three principal ways: (1) through its UberBLACK and UberSUV services, Uber causes its contract drivers, such as the Driver Defendants, to charge mandatory, uniform prices which do not enjoy state action immunity from antitrust restrictions because they have not been approved

by either (a) the Public Service Commission ("PSC"), for rates set in the City, or (b) by the Montgomery County Department of Transportation ("MCDOT"), for rates set in Montgomery County; (2) through its uberX service, Uber causes its contract drivers, such as the Driver Defendants, to charge mandatory, uniform prices so far below the market rate as to constitute illegal predatory pricing with which Plaintiffs are unable to compete; and (3) through all of its services, Uber employs unregulated "surge pricing" based upon favorable market conditions, which results in mandatory, uniform prices multiples higher than the prices Plaintiffs can legally charge for the same services. These actions unreasonably restrain commerce in the vehicle transportation industry in Baltimore City and Montgomery County, and constitute well-planned efforts to monopolize that industry and destroy competition from transportation companies and taxicab drivers.

5. Defendants also unfairly compete with Plaintiffs by refusing to follow laws and regulations with which Plaintiff Cab Companies, Driver Plaintiffs and the Association Members comply in providing vehicle transportation services. Among other things, Plaintiff Cab Companies, Plaintiff Drivers and Association Members are required to (1) accept responsibility for the company and driver to comply with applicable laws and regulations; (2) accept responsibility that only licensed and approved drivers operate the vehicles; (3) provide city-wide transportation services, not just services in the most lucrative areas of the city; (4) accept cash as well as credit cards for its customers; (5) have handicap accessible vehicles; and (6) adhere to PSC regulations regarding pricing. Plaintiffs and the Association Members spend considerable capital and other resources annually complying with these rules and regulations. Uber adheres to none of these rules and regulations and, due to its lower transactional costs and

greater revenue earned from its unregulated fares, gains an unfair advantage over Plaintiffs and Association Members.

6. Uber tortiously interferes with the business relationships of Plaintiff Cab Companies and Plaintiff Cab Associations by improperly and unlawfully inducing drivers to contract with Uber based on Uber's promises that Uber drivers can earn more money than they can with Plaintiff Cab Companies or as Association Members. To entice drivers like the Driver Defendants (who were formerly affiliated with Checker Cab Association) to violate contractual obligations to drive under Plaintiff Cab Associations or for Plaintiff Cab Companies, and instead provide services on behalf of Uber, Uber announces that Uber's pricing models will uniquely boost and protect driver income. Of course, Uber can only make these inducements by violating the laws and regulations that govern vehicle transportation services in the City and similar laws and regulations in effect in Montgomery County. Based on this same conduct, Uber intentionally interferes with these Plaintiffs' business relationships with their customers and Association Members.

7. Uber's unlawful and illegal practices have a direct, harmful effect on Plaintiffs' business and the vehicle transportation industry in the City and in Montgomery County. First, by employing both its high-priced UberBLACK and UberSUV services, and its below-market uberX services, and providing transportation only in higher income areas, Uber effectuates a "high-low" impact on Plaintiffs' business. On the high-end, Uber – through the Driver Defendants and other UberBLACK drivers – "cherry picks" the best fares from the most lucrative areas (charging prices Plaintiffs and the Association Members by law cannot), while at the same time failing to offer or provide services in lower income areas which would hurt Uber's bottom line. On the "low end," Uber picks off price-conscious consumers with its

uberX service, charging below-market predatory rates with which Plaintiffs and the Association Members cannot compete because doing so would be both illegal and harmful to their business.

8. If left unchecked, Uber will upend the vehicle transportation industry in Maryland, creating a two-tiered market of “haves” and “have nots.” Uber’s unregulated actions will create a socially-repugnant “class system” for transportation – one class of high income credit card holders (“the haves”) who use Uber in affluent areas of the state, and another class of less-affluent customers (“the have nots”) who pay cash, rely on taxicabs as a principal method of transportation and utilize taxicabs in lower income areas.

Parties

9. The Yellow Cab Company (“Yellow Cab”) is a Maryland corporation with its principal place of business at 2100 Huntingdon Avenue, Baltimore, Maryland 21211. Yellow Cab operates over 600 taxicabs in the City and has provided taxicab services in the City since 1909.

10. Belle Isle Cab Company, Incorporated is a Maryland corporation with its principal place of business at 2100 Huntingdon Avenue, Baltimore, Maryland 21211 and provides taxicab services in the State of Maryland.

11. Central Cab Company, Inc. is a Maryland corporation with its principal place of business at 2100 Huntingdon Avenue, Baltimore, Maryland 21211 and provides taxicab services in the State of Maryland.

12. Century Cab Company, Inc. is a Maryland corporation with its principal place of business at 2100 Huntingdon Avenue, Baltimore, Maryland 21211 and provides taxicab services in the State of Maryland.

13. Champion Cab Company, Inc. is a Maryland corporation with its principal place of business at 2100 Huntingdon Avenue, Baltimore, Maryland 21211 and provides taxicab services in the State of Maryland.

14. Choice Cab Company, Inc. is a Maryland corporation with its principal place of business at 2100 Huntingdon Avenue, Baltimore, Maryland 21211 and provides taxicab services in the State of Maryland.

15. Circle Cab Company, Inc. is a Maryland corporation with its principal place of business at 2100 Huntingdon Avenue, Baltimore, Maryland 21211 and provides taxicab services in the State of Maryland.

16. Classic Cab Company, Inc. is a Maryland corporation with its principal place of business at 2100 Huntingdon Avenue, Baltimore, Maryland 21211 and provides taxicab services in the State of Maryland.

17. Coast Cab Company, Inc. is a Maryland corporation with its principal place of business at 2100 Huntingdon Avenue, Baltimore, Maryland 21211 and provides taxicab services in the State of Maryland.

18. Colonial Cab Company, Inc. is a Maryland corporation with its principal place of business at 2100 Huntingdon Avenue, Baltimore, Maryland 21211 and provides taxicab services in the State of Maryland.

19. Cordial Cab Company, Inc. is a Maryland corporation with its principal place of business at 2100 Huntingdon Avenue, Baltimore, Maryland 21211 and provides taxicab services in the State of Maryland.

20. Green Tomato Cars DC, LLC is a District of Columbia limited liability company with its principal place of business at 1015 15th Street, NW, Suite 1000, Washington, D.C. 20005 and provides taxicab services in the State of Maryland.

21. Safety Cab Company, Inc. is a Maryland corporation with its principal place of business at 2100 Huntingdon Avenue, Baltimore, Maryland 21211 and provides taxicab services in the State of Maryland.

22. Scout Cab Company, Inc. is a Maryland corporation with its principal place of business at 2100 Huntingdon Avenue, Baltimore, Maryland 21211 and provides taxicab services in the State of Maryland.

23. Secure Cab Company, Inc. is a Maryland corporation with its principal place of business at 2100 Huntingdon Avenue, Baltimore, Maryland 21211 and provides taxicab services in the State of Maryland.

24. Select Cab Company, Inc. is a Maryland corporation with its principal place of business at 2100 Huntingdon Avenue, Baltimore, Maryland 21211 and provides taxicab services in the State of Maryland.

25. Sentinel Cab Company, Inc. is a Maryland corporation with its principal place of business at 2100 Huntingdon Avenue, Baltimore, Maryland 21211 and provides taxicab services in the State of Maryland.

26. Serene Cab Company, Inc. is a Maryland corporation with its principal place of business at 2100 Huntingdon Avenue, Baltimore, Maryland 21211 and provides taxicab services in the State of Maryland.

27. Service Cab Company, Inc. is a Maryland corporation with its principal place of business at 2100 Huntingdon Avenue, Baltimore, Maryland 21211 and provides taxicab services in the State of Maryland.

28. Skyline Cab Company, Inc. is a Maryland corporation with its principal place of business at 2100 Huntingdon Avenue, Baltimore, Maryland 21211 and provides taxicab services in the State of Maryland.

29. Sunrise Cab Company, Inc. is a Maryland corporation with its principal place of business at 2100 Huntingdon Avenue, Baltimore, Maryland 21211 and provides taxicab services in the State of Maryland.

30. Superior Cab Company, Inc. is a Maryland corporation with its principal place of business at 2100 Huntingdon Avenue, Baltimore, Maryland 21211 and provides taxicab services in the State of Maryland.

31. Supreme Cab Company, Inc. is a Maryland corporation with its principal place of business at 2100 Huntingdon Avenue, Baltimore, Maryland 21211 and provides taxicab services in the State of Maryland.

32. Yellow Cab Association, Inc. is a Maryland corporation with its principal place of business at 2100 Huntingdon Avenue, Baltimore, Maryland 21211, and, as an association of taxicab drivers and owners of taxicab permits operating in the State of Maryland, provides services to its members in exchange for membership fees.

33. Checker Cab Association Incorporated ("Checker Cab") is a Maryland corporation with its principal place of business at 2100 Huntingdon Avenue, Baltimore, Maryland 21211, and, as an association of taxicab drivers and owners of taxicab permits

operating in the State of Maryland, provides services to its members in exchange for membership fees.

34. Sun Taxicab Association, Ltd. ("Sun Taxi") is a Maryland corporation with its principal place of business at 2100 Huntingdon Avenue, Baltimore, Maryland 21211, and, as an association of taxicab drivers and owners of taxicab permits operating in the State of Maryland, provides services to its members in exchange for membership fees.

35. Barwood, Inc. ("Barwood") is a Maryland corporation with its principal place of business at 4900 Nicholson Court, Kensington, Maryland 20895. Barwood provides taxicab services in Montgomery County, Maryland.

36. Super Taxi, Inc. ("Super Taxi") is a Delaware corporation with its principal place of business at 720 E. Butterfield Road, Suite 300, Lombard, Illinois 60148. Super Taxi is the parent corporation of the Plaintiff Cab Companies and Plaintiff Cab Associations, with the exception of Barwood. Together with its independent permit holders, Super Taxi's operations comprise over hundreds of taxicab drivers and taxicab permits through the state of Maryland.

37. Kenneth Butler is a resident of Maryland who resides at 6307 McClean Blvd Baltimore, Maryland 21214. Mr. Butler provides taxicab services as an independent contractor for Checker Cab.

38. Ahmed Jirde is a resident of Maryland who resides at 9904 Decatur Road, Middle River, Maryland 21220. Mr. Jirde provides taxicab services as an independent contractor for Checker Cab.

39. Harwinder Singh is a resident of Maryland who resides at 7901 Charles Mount Road, Baltimore, Maryland 21222. Mr. Singh provides taxicab services as an independent contractor for Checker Cab.

40. Tashin Farida, Inc. ("Tashin Farida") is a Maryland corporation with its principal place of business at 11727 Veirs Mill Road, Silver Spring, Maryland. Tashin Farida owns a taxicab permit (known as a "Passenger Vehicle License" in Montgomery County) and its owner, Jaynul Islam, operates as an independent contract driver for Barwood.

41. Uber is a corporation organized under the laws of the State of Delaware with its principal place of business in San Francisco, California. Uber acts as a transportation company that provides transportation to the public, requests for which are provided by a mobile phone application that allows consumers to request service from taxis, hiring vehicles (SUVs or sedans referred to as "Black cars"), and unregulated private cars (which Uber calls uberX).

42. Mr. Mekuria is a resident of Maryland who resides at 911 Arunah Ave, Catonsville, MD 21228. Mr. Gebremarian provided and continues to provide UberBLACK services under Uber. Mr. Gebremarian is licensed with the Maryland Public Service Commission (Badge #49798) for carrier Emmanuel Transportation Service, LLC. Mr. Gebremarian formerly provided taxi services through an affiliation agreement with Checker Cab Association whereby he was contractually prohibited from driving for competitors of Checker Cab Association's Association Members, but his relationship with Checker Cab Association ended after he began providing transportation services through Uber.

43. Mr. Dereje Gugsu is a resident of Maryland who resides at 1207 St. Andrew Way, Baltimore, MD 21239. Mr. Gugsu provided and continues to provide UberBLACK services under Uber. Mr. Gugsu is licensed with the Maryland Public Service Commission (Badge #45653) as a sole proprietor. Mr. Gugsu formerly provided taxi services through an affiliation agreement with Checker Cab Association whereby he was contractually prohibited from driving for competitors of Checker Cab Association's Association Members, but his

relationship with Checker Cab Association ended after he began providing transportation services through Uber.

44. Mr. Amde Mesfin is a resident of Maryland who resides at 9100 Thistledown Rd, Apt 181, Owings Mills, MD 21117. Mr. Mesfin provided and continues to provide UberBLACK services under Uber. Mr. Mesfin is licensed with the Maryland Public Service Commission (Badge #49269) for carrier Hailu Transportation LLC. Mr. Mesfin formerly provided taxi services through an affiliation agreement with Checker Cab Association whereby he was contractually prohibited from driving for competitors of Checker Cab Association's Association Members, but his relationship with Checker Cab Association ended after he began providing transportation through Uber.

Jurisdiction and Venue

45. This Court has personal jurisdiction over Uber pursuant to Md. Code Ann., Cts. & Jud. Proc., § 6-103.

46. This Court has personal jurisdiction over the Driver Defendants pursuant to Md. Code Ann., Cts. & Jud. Proc., §§ 6-102 and 6-103.

47. Venue is proper in this Court pursuant to Md. Code Ann., Cts. & Jud. Proc., § 6-201.

Factual Background

A. Plaintiffs' Transportation Services in Maryland Are Governed By Comprehensive Laws and Regulations

48. Plaintiff Cab Companies, Driver Plaintiffs and the Association Members provide vehicle transportation services in the City and/or in Montgomery County through properly-licensed and permitted drivers, and in accordance with applicable Maryland law governing the operation of taxicab companies and other companies providing for-hire motor vehicle transportation services.

49. Plaintiff Cab Companies rely on a fleet of contracted drivers and vehicles in the City to fulfill requests for transportation services and generate income.

50. The State of Maryland has granted certain taxi permits to Plaintiff Cab Companies ("Plaintiffs' Permits"). The State restricts the number of taxi permits in order to balance service and driver income.

51. Plaintiff Cab Companies generate revenue from their taxicab operations through leasing fees.

52. Plaintiff Cab Associations generate revenue from association dues. Some Association Members operate as independent contractors using the Plaintiffs' Permits for a fee under various lease arrangements. Other drivers operate under taxi permits other than Plaintiffs' Permits, but participate in one of the Plaintiff Cab Associations as Association Members. Plaintiff Cab Associations collect dues from the drivers, and give the drivers certain services, such as dispatch, branding, and insurance coverage. Plaintiff Drivers earn revenue through taxicab fares.

53. Plaintiffs and the Association Members are governed by a comprehensive set of laws and regulations. For example, Plaintiffs are required by law to: (1) accept responsibility for the company and the driver to comply with applicable laws and regulations; (2) accept responsibility to ensure that drivers are properly licensed and approved; (3) provide City-wide service to all areas of the City, regardless of area or income level; (4) provide 24 hour, seven days per week, 365 days per year vehicle transportation service; (5) not discriminate on the basis of sex, race or disability; (6) accept cash, credit card or company voucher for payment; (7) have handicap accessible vehicles available; (8) follow taximeter guidelines, including meter inspections and "sealing"; (9) charge only permitted rates pre-approved by the PSC; and (10) provide a published phone number for customers and driver service.

54. Plaintiffs and the Association Members expend significant capital and other resources complying with these laws and regulations annually.

55. Taxicabs in the City must charge uniform rates set by the PSC. The PSC, on its own initiative or by petition from taxicab companies, sets rates for the City through a full rate-setting procedure involving notice, hearings, and input from stakeholders. For-hire vehicle services in Maryland must submit new or changed rates to the PSC for approval prior to such rates becoming effective.

56. Taxicabs must propose new or changed rates to the PSC at least thirty (30) days in advance of the effective date of such proposed rates. The proposed rate must be point to point, and includes charges based on mileage and waiting time, if any. The PSC has discretion to approve or reject the proposed rates. Approved rates provide notice to the public of those rates and avoid, among other public ills, price gouging and price fixing among competing services.

57. Taxicabs in Montgomery County must similarly comply with Montgomery County's taxicab meter rate schedule.

58. Maryland law directs the PSC to take into account the following in setting Baltimore City taxicab rates: (a) consumers' interest in the lowest rates consistent with assuring adequate and efficient transportation services; and (b) the need for revenue sufficient for taxicabs operating under honest, economical, and efficient management.

59. Under Maryland law, rates may not discriminate against, or give undue or unreasonable preference to, a person, locality, or particular class of service.

60. The PSC sets taxicab rates at a flat rate for certain trips (such as trips between Baltimore and Baltimore-Washington International Airport). For the remainder, rates are set using a formula combining a base rate, a mileage rate, and waiting time, if any.

61. Exhibit A, attached to this Complaint, shows the rate schedule for taxicabs operating in the City, as in effect on April 24, 2014. Plaintiffs and the Association Members may not charges rates higher or lower than the rates shown on Exhibit A.

62. Exhibit B, attached to this Complaint, shows the rate schedule for taxicabs operating in Montgomery County, as in effect on April 24, 2014. Plaintiffs and the Association Members may not charges rates higher or lower than the rates shown on Exhibit B.

B. Uber's Operates As An Unregulated Vehicle Transportation Company

i. Uber Is A "Common Carrier" Under Maryland Law.

63. Uber provides consumers who have "smart phones" with a Smart Phone "App" ("the Consumer Application") that allows customers to arrange for vehicle services. The Consumer Application enables the Consumer Application's users ("Uber Users") to request transportation services from vehicle service providers, which requests such providers receive

through a mobile application and associated software licensed to such providers by Uber (the "Driver Application").

64. In order to justify its refusal to follow the same laws and regulations with which Plaintiffs and Association Members must comply, Uber claims it is merely "a technology company." (At other times, in both statements made by Uber officers and/or agents, and in its marketing and promotions, it refers to Uber drivers as "its drivers" or "our drivers"). In reality, Uber controls and manages the vehicle transportation services its drivers provide.

65. To receive requests from Uber Users, Uber requires that its transportation service providers enter into certain agreements (the "Uber Agreements") imposing controls on how the contractors deliver transportation services, and specifying that Uber receive a certain percentage of all fares and gratuities generated by Uber Users.

66. The Uber Agreements distinguish between a "Driver" and a "Transportation Company." A "Driver" is a person who actually drives vehicles for Uber Users. A "Transportation Company" (termed herein a "Provider" for ease of reference) is a business entity with whom Uber contracts to secure the services of Drivers. The Uber Agreements impose various obligations on Providers and set criteria for Drivers and Driver performance.

67. The Uber Agreements purport to have as parties only Uber and the Providers. In practice, the "Drivers" and "Providers" are often one and the same person, since many Uber drivers, such as Mr. Gugsa, operate as sole proprietorships. For situations where the Driver and the Provider are not the same entity, the Uber Agreements include an Uber-drafted form contract with Drivers that dictates the terms of the Driver's participation. For example, the Uber Agreements would include both a contract between Mr. Mesfin and his carrier (Hailu Transportation LLC), as well as contract between Uber and Hailu Transportation LLC;

similarly, the Uber Agreements would include both a contract between Emmanuel Transportation Service, LLC and Uber, as well as a contract between Mr. Gebremariam and Emmanuel Transportation Service, LLC.

68. Under the terms of the Agreements, Uber requires Providers and/or Drivers to place a deposit with Uber before Uber will permit the Providers and/or Drivers to use the Driver Application.

69. Under the Uber Agreements, prior to permitting a Provider to use the Driver Application, Uber is entitled to inspect visually the Provider's vehicle(s) to determine whether the vehicle(s) meet certain requirements identified in the Uber Agreements, such as proper type (e.g., sports utility vehicle for the UberSUV program), color, and age.

70. Under the Uber Agreements, prior to permitting a Driver to use the Driver Application in the City, Uber is entitled to test the Driver's knowledge of the Baltimore metro area, and to bar the Driver from using the Driver Application if the Driver does not complete the test to Uber's satisfaction.

71. Under the Uber Agreements, prior to permitting a Provider to participate in the UberBLACK program or the UberSUV program, Uber is entitled to check: (a) the Provider's automobile insurance coverage; (b) the vehicle registration for the Provider's vehicles; (c) the driver's license for Drivers of the Provider; and (d) the PSC license of the Driver and/or Provider.

72. Under the Uber Agreements, prior to permitting a Provider to participate in the uberX program, Uber is entitled to check: (a) the vehicle registration for the Provider's vehicles; and (b) the driver's license for Drivers of the Provider.

ii. UberBLACK, UberSUV and uberX

73. Uber Users request transportation services under three different Uber-branded programs: (a) UberBLACK; (b) UberSUV; and (c) uberX.

74. Transportation Services pursuant to UberBLACK (such as provided by the Driver Defendants) and Uber SUV generally occur as follows:

(a) Prior to requesting a pickup, the Uber User must submit to Uber the Uber User's payment information, such as credit card information or Paypal information. Drivers do not accept cash.

(b) An Uber User specifies a pickup location on the Consumer Application. Upon the Uber User's request, and his or her entry of his or her desired drop-off location, the Consumer Application will display an estimate of the amount that the Uber User will pay for that trip.

(c) The Uber User requests the transportation services. Uber Users request and receive transportation services from Uber for trips (i) originating within the City and terminating within the City; (ii) originating within the City and terminating outside of the City; and (iii) originating outside of the City and terminating within the City. Uber Users similarly request and receive transportation services from Uber for trips (I) originating within Montgomery County and terminating within Montgomery County; (II) originating within Montgomery County and terminating outside of Montgomery County; and (III) originating outside of Montgomery County and terminating within Montgomery County.

(d) Uber causes the request to be sent electronically to the nearest Driver. If the Driver accepts the request, then Uber causes a text message to be sent to the Uber User confirming the acceptance of the request, and the Consumer Application displays information

about the Driver. When the Driver arrives at the pickup location, the Uber User enters the Driver's automobile and informs the Driver of the Uber User's requested destination.

(e) For the trip, Uber tracks the distance traveled, the time elapsed, and the route taken. Uber tracks this information through a device in the vehicle, supplied by Uber, containing the Driver Application and used by the Driver during the trip. The device does not display the fare during the course of the trip.

(f) When the Driver drops off the Uber User and the trip ends, the Uber User's credit card or Paypal account is charged the amount of the fare. For City or Montgomery County trips, Uber receives 20% of the fare, with the balance remitted to the Provider and/or Driver.

(g) After the trip ends, Uber emails the Uber User a receipt for the trip.

75. uberX goes even further by using and dispatching unregulated private vehicles as unlicensed cabs. Uber does not require uberX Drivers to have any sort of commercial drivers' license or commercial insurance. The uberX Drivers, therefore, are not subject to local and state laws and regulations covering commercial drivers, such as mandatory drug testing. Additionally, uberX Drivers use their own personal vehicles. Uber does not require them to use properly licensed commercial livery vehicles or own a taxicab permit.

76. uberX uses the Uber software and an iPhone GPS to turn everyday people driving whatever cars they choose into unlicensed taxicabs. Uber sends the request to Providers/Drivers who have contracted with Uber to accept its dispatches. As in Uber's other services, the uberX fare is computed by Uber using information from the smartphone's GPS system, based on distance and time rates set by Uber.

77. Uber markets uberX as a direct competitor to the licensed, regulated, and legal taxi services in the City, including the Taxi Plaintiffs. In fact, Uber has advertised uberX as “Better, Faster, Cheaper Than a Taxi.”

iii. Uber Illegally Fixes The Prices Its Drivers Must Charge and Engages in Illegal Predatory Pricing with Respect to uberX

78. Rates charged to Uber Users in Baltimore (the “Uber Rates”) are posted on Uber’s website and in the Consumer Application. Uber Rates are based on a base rate, plus time consumed or distance traveled, depending on the route taken. Uber rates therefore mimic the calculation of taxi fares, but Uber has received no PSC approval for those rates.

79. The Uber Rates as of April 24, 2014 are attached to this Complaint as Exhibit C.

80. Uber sets some Uber Rates at flat dollar amounts, such as for trips from the City to the Baltimore Washington International Airport.

81. Uber sometimes increases Uber Rates during periods of higher demand and terms these increases “surge pricing.”

82. For instance, upon information and belief, Uber Rates adjusted to “surge pricing” for part of the day of Super Bowl XLVIII (February 2, 2014) and will do so again on the Fourth of July this year.

83. Although each of UberBLACK, UberSUV, and uberX have a different Uber Rate, Uber fixes the rate that its contract drivers charge for each particular service.

84. Uber fixes Uber Rates for UberSUV and UberBLACK services (such as those performed by the Driver Defendants) at rates significantly higher than the rates currently permitted by the PSC for taxicabs in the City or in Montgomery County.

85. Uber fixes Uber Rates for uberX at a maximum level significantly below the rates currently permitted by the PSC for taxicabs in the City or in Montgomery County.

86. Uber's Drivers are not contractually allowed to choose a different rate for a service, even when or if that rate would be consistent with permissible rates in the City or in Montgomery County.

87. Uber boasts publicly of its drivers' ability to achieve high income levels through its unique marketing scheme. A posting to Uber's website dated November 25, 2013 states in part: "Uber partner-drivers have a robust, reliable cash flow through the Uber platform – every fully utilized car on the Uber system grosses over \$100,000/year." Of course, Uber's Drivers can only earn those income levels because of Uber's lower operational costs (due to its ignoring of regulations) and the higher than legally-allowed prices Uber sets among its affiliated operators, such as the Driver Defendants and their carriers. Uber uses those claims to solicit drivers who would otherwise contract with Plaintiffs, and to cause drivers who are currently affiliated with Plaintiff Cab Associations to breach affiliation agreements.

(a) Uber's CEO, Travis Kalanick, has said that Uber uses Uber Rates to fix prices precisely to protect driver income. Mr. Kalanick has explained that Uber uses surge pricing to "smooth out" supply and demand for transportation services: "we can help smooth out the curves. But at the end of the day, Friday night is three or five times bigger than a Sunday night in any city around the world. And if you've got enough supply on the system so that we were perfectly supplied on a Friday night for as much demand as a city could ever throw at us, then the rest of the week you have drivers not making a living."

88. Uber also engages in predatory pricing through uberX. A posting to Uber's website dated January 9, 2014 states: "What a lot of folks don't know about Uber is how

inexpensive it is to ride uberX. For the last two years, we have been laser-focused on introducing low-priced alternatives to cities worldwide. We've rolled out uberX in dozens of cities and, over time, we have cut those prices further to help more people experience the Uber magic. Today we're taking things to a whole new level. We're cutting prices by 15-34% in Chicago, SF, Seattle, Los Angeles, Phoenix, and Orange County. And ten additional cities will also see cuts - Minneapolis, Atlanta, Sacramento, Tucson, Indianapolis, Denver, Dallas, Baltimore, Charlotte, Nashville."

89. Uber's CEO, Travis Kalanick, has told regulators that Uber will fight to charge lower fares than taxicab companies may legally charge.

90. The rates for uberX services are reflected in Exhibit C, above. These rates are 6% below the rates Plaintiffs are allowed to charge pursuant to PSC approval.

91. On information and belief, Uber has recently submitted rates for its services to the PSC for approval, and those rates were rejected by the PSC. Unlike Plaintiffs' PSC approved and prescribed rates, the Uber rates have received no regulatory approval, and Uber is not immune from application of the state's antitrust laws.

iv. By Refusing To Follow Industry-Applicable Rules and Regulations, Uber Competes Unfairly With Plaintiffs

92. Maryland law, including the regulations of the PSC, mandates that any motor vehicle for-hire service in Maryland must:

- Obtain a permit from the PSC.
- File tariff schedules with the PSC showing the current rates, fares, and charges of the service for transportation in Maryland between the points between which passengers will be carried.
- Give thirty day notice to the PSC prior to any change in tariff schedules.

- Refrain from using a schedule of rates or charges without prior approval of the PSC, which approval may be made contingent on the PSC's determination regarding the public interest and the interest of consumers.
- Give notice to the PSC within thirty days of any accident in which the company is involved, which results in personal injury, property damage exceeding \$50,000, or loss of life.
- Refrain from equipping a motor vehicle with a meter unless licensed as a taxicab.
- Ensure its drivers adhere to all local, city, state, and federal laws and regulations.
- Comply with Maryland's civil rights laws in providing reasonable accommodation to disabled passengers, including acceptance of service animals and medical equipment without surcharge, and by causing 10% of the company's fleet to become handicap-accessible (resulting in legally required expenditures of up to \$2,500 per operating vehicle).
- Comply with Maryland's civil rights laws and the Maryland Commission of Civil Rights by not discriminating on the basis of sex, race, color, creed, national origin, marital status, sexual orientation, or age.
- Refrain from advertising the transportation of a person for hire without including the permit number of the company.
- Refrain from advertising as a taxicab services or dispatching a vehicle for pursuant to a taxicab request without a taxicab permit.

93. Maryland law, including the regulations of the PSC, mandates that any taxicab company operating in the City must:

- Comply with the requirements set forth in ¶ 95 of this Complaint.
- Post fare schedules in each vehicle in each taxicab in such manner that passengers can readily determine the exact rate of fare payable by them, and refrain from collecting any fare other than that appearing on, and determinable from, the schedule.
- Only use vehicles displaying the full name of the company on the exterior of one door on each side of the vehicle.

- Only use vehicles with partitions between the driver and the backseat passenger compartment.
- Refrain from equipping a taxicab with a mobile telephone, except as permitted by the PSC.
- Only use a vehicle-mounted taximeter approved by the PSC to compute charges for service rendered, except when a fixed charge, calculated on a mileage basis, may be approved by the PSC.
- Only use drivers duly-licensed by the PSC.
- Prohibit drivers from smoking while transporting passengers.
- Maintain a bond with the PSC for automobile liability, or, alternatively, maintain minimum insurance coverage for each accident of \$75,000 combined single limit or: (i) \$30,000 for injury to any one person; (ii) \$60,000 for injury to two or more persons; and (iii) \$15,000 for property damage.
- only operate subject to a PSC-issued taxicab permit.
- publish its telephone number, so that customers can call for complaints and other issues.
- cause its drivers to accept any orderly person as a passenger and take them from their pickup location to their requested destination, without discriminating against any neighborhood or area in the City.
- cause its drivers to work no more than 12 hours in a 24 hour period.
- accept cash payment from customers.

94. Montgomery County local ordinances specify that a taxicab service in the

County must:

- Obtain a passenger vehicle license issued by Montgomery County.
- Create and file a customer service plan that describes its operations in Montgomery County, such as how it plans to meet service quality and timeliness rules.

- Use only taxicab drivers licensed by Montgomery County, while taking responsibility for driver conduct.
- Charge fees only at rates set by regulation.
- Calculate fees only through taximeters approved and sealed by MCDOT.
- Use a Montgomery-county approved communication system to communicate with drivers and consumers.
- Report trip, fee, vehicle, accident, and mileage information annually to the MCDOT, the Maryland County Department of Transportation.
- Maintain insurance at minimum levels.
- Identify its charter, offices and management to MCDOT to enable MCDOT to conduct consumer protection oversight.

95. PSC regulations specify that in Baltimore City, all motor vehicle for-hire services performed by motor vehicles designed to carry seven passengers or less are taxicab services unless otherwise exempted as a special service.

96. Montgomery County taxicab laws apply to any person in the County who provides a for-hire passenger service in a vehicle with capacity for seven or fewer passengers.

97. Uber operates a motor vehicle for-hire service in the City and in Montgomery County.

98. Uber operates a taxicab company in the City and in Montgomery County.

99. Uber does not comply with the legal requirements set forth in ¶¶ 95-97 above.

100. Uber permits its Providers and Drivers to provide vehicle transportation services knowing that Providers and Drivers do not comply with these legal requirements.

101. Plaintiffs and Association Members expend substantial capital and other resources on an annual basis complying with these rules and regulations. Uber's rejection of

them allows Uber to (1) forgo the transactional costs associated with compliance; (2) generate greater revenue by charging higher fares through UberBLACK and UberSUV; (3) persuade drivers to forgo contracting with Plaintiff Cab Companies or breach affiliation agreements with the Plaintiff Cab Associations, and contract instead with Uber because drivers believe they can earn more money with Uber; (4) “cherry pick” only the best fares by selectively servicing only the most lucrative segments of the City’s vehicle transportation market; and (5) through uberX, set prices for transportation far below rates Plaintiff Cab Companies, Plaintiff Drivers and Association Members are able to charge, increasing Uber’s market share.

102. Uber, in contrast, makes it its mission to ignore regulations. Uber’s CEO, Travis Kalanick, has said that Uber disregards taxicab regulators because “if you ask for permission upfront for something that’s already legal, you’ll never get it.” Mr. Kalanick conceives of himself as a “fighter” or a “warrior” who refuses to “do something that is a little less disruptive.”

103. Because Plaintiff Cab Companies, Plaintiff Drivers and Association Members comply with the laws and regulations governing the vehicle transportation industry in Baltimore, they cannot compete on a level playing field with Uber.

COUNT I
(Violation of Maryland Antitrust Act - All Defendants)

104. Plaintiffs repeat and incorporate the allegations in paragraphs 1 through 103 of this Complaint.

105. Maryland Code Annotated, Commercial Law Section 11-204(a)(1) states that no person may “[b]y contract, combination, or conspiracy with one or more other persons, unreasonably restrain trade or commerce...”

106. Maryland Law Annotated, Commercial Law Section 11-204 (a)(2) states that no person may “[m]onopolize, attempt to monopolize, or combine or conspire with one or more other persons to monopolize any part of the trade or commerce within the State, for the purpose of excluding competition or of controlling, fixing, or maintaining prices in trade or commerce.”

107. Maryland Code Annotated, Commercial Law Section 11-204(b) states that “a contract, combination, or conspiracy that establishes a minimum price below which a retailer, wholesaler, or distributor may not sell a commodity or service is an unreasonable restraint of trade or commerce.”

108. As explained above, Uber imposes the Uber Rates on its Providers and Drivers, including the Driver Defendants and their carriers, through the UberBLACK, UberSUV and uberX programs. Providers and Drivers, including the Driver Defendants, together with Uber restrain price competition among themselves with the goal of profiting from Uber’s illegal pricing schemes.

109. Defendants violate Maryland’s antitrust laws through its pricing schemes in three principal ways: First, through its UberBLACK and UberSUV services, Uber forces its Providers and Drivers to charge mandatory, uniform prices which have not been approved by the PSC and which therefore do not enjoy state action immunity from antitrust restrictions. Uber’s imposition of the Uber Rates as uniform fares, as described above, and the Driver Defendants’ use of those rates, constitutes horizontal price-fixing (or, in the alternative, vertical price-fixing) in *per se* violation of the Maryland Antitrust Act.

110. Second, through its uberX service, Uber forces its Providers and Drivers to charge mandatory, uniform prices so far below the market rate as to constitute illegal predatory pricing with which Plaintiffs and the Association Members are unable to compete.

111. Finally, through all of its services, Defendants employ unregulated “surge pricing” based upon favorable market conditions, which results in mandatory, uniform prices multiples more than the prices Plaintiffs and the Association Members can legally charge for the same service.

112. Uber’s imposition of the Uber Rates as uniform fares for providers and drivers (and the Driver Defendants use of those rates) is an unreasonable restraint of trade in violation of the Maryland Antitrust Act, and constitutes a well-planned effort to monopolize that industry and destroy competition from lawful transportation companies and providers such as Plaintiffs.

113. Uber strives to create a tiered taxicab market in the City and in Montgomery County. Uber fixes maximum uberX prices below regulated rates, poaching price-conscious consumers though fly-by-night taxicab operators who do not invest in regulatory compliance, while poaching the Driver Defendants and other permitted Drivers (and thus their high-end consumers) by fixing Uber Rates for UberBLACK and UberSUV at minimums higher than regulated rates permit.

114. Excluded altogether from Uber service are those unprofitable, marginal consumers Maryland’s universal service regime intends to protect, i.e. those without smartphones or mobile web access, those without credit cards, and those who live in less affluent neighborhoods where Uber drivers will typically not serve.

115. Uber’s tiered market will force taxicab companies compliant with regulation into a downward spiral whereby Uber uses price-fixing to monopolize both the high and low end of the taxicab market in the City and in Montgomery County, leaving compliant taxicab companies with a shrinking consumer base increasingly dominated by marginal consumers.

116. The Uber's Rates will upend the vehicle transportation system in Baltimore and in Montgomery County:

(a) First, they will enable Uber to gain monopoly profits, as compliant taxicab service becomes unsustainable and disappears. Legal taxicab companies will no longer competitively restrain Uber from raising Uber Rates at will to exploit every snowstorm, sporting event, or holiday event.

(b) Second, they will shut marginal consumers out of the taxicab market altogether as the Uber model forces taxicab companies out of the market and, as because Uber is a monopoly, the Uber Rates become unaffordable even for consumers of average means.

(c) Third, they will decrease the quality of services in the market as fly-by-night uberX Drivers overtake permitted taxicabs by flouting regulatory mandates in inspections, signage, equipment, and maintenance.

(d) Fourth, the predatory pricing whereby Uber Rates for uberX are set below legally permissible rates, will make operating incumbent providers' legal taxicab services uneconomic in the City.

(e) Fifth, by luring drivers from Plaintiff Cab Companies to UberBLACK and UberSUV through the promise of Uber Rates and "surge pricing," the Uber Rates damage Plaintiff Cab Companies' ability to maintain sufficient capacity to meet consumer demand, and Plaintiff Cab Companies' ability to maintain the stock of available drivers who accept dispatch requests, which in turn diminishes the utility of Plaintiff Cab Associations.

117. If left unchecked, Uber will upend the vehicle transportation industry in Maryland, creating a two-tiered market of "haves" and "have nots." Unable to compete for the most lucrative fares, Plaintiffs' business will shrink to serving only lower income areas and the

disabled population in the city, while Uber monopolizes the higher income market for its vehicle transportation services. There will be thus be a “socially-repugnant class system” for transportation in the City – one for high income credit card holders (“the haves”) who use Uber, and the one for less affluent customers (“the have nots”) who pay cash, rely on taxicabs as a principal method of transportation and utilize taxicabs in lower income areas of the city.

118. Maryland Code Annotated, Commercial Law Section 11-209(b)(2) states that “[a] person whose business or property has been injured or threatened with injury by a violation of [Maryland Code Annotated, Commercial Law Section] 11-204 [] may maintain an action for damages or for an injunction or both against any person who has committed the violation.”

119. Defendants’ violation of the Maryland Antitrust Act has and will injure Plaintiffs and the Association Members.

120. Specifically, Plaintiff Drivers and Plaintiff Cab Companies have lost and will continue to lose revenue based upon Defendants’ anticompetitive pricing; Plaintiff Cab Associations have lost and will continue to lose memberships in their organizations as drivers leave taxicab companies to drive for Uber. Plaintiff Cab Associations will also lose fees from drivers who would otherwise operate under affiliation agreements, and those drivers (such as the Driver Defendants) who breach such agreements in joining Uber.

121. Additionally, Plaintiffs have suffered and will continue to suffer a diminution in the value of their taxcab permits.

122. Unless Defendants are restrained by this Court from continuing to fix prices among Providers, Plaintiffs will suffer immediate, substantial, and irreparable injury.

123. The benefits to Plaintiffs in obtaining injunctive relief are equal to or outweigh the potential harm which Defendants' would incur if this Court grants the requested injunctive relief.

124. The public interest is best served by granting the injunction.

WHEREFORE, Plaintiffs demands:

A. That this Court issue a permanent injunction restraining Uber from continuing to set Uber Rates as described above;

B. That this Court issue a permanent injunction restraining the Driver Defendants from charging the Uber Rates as described above;

C. That this Court issue a permanent injunction restraining the Driver Defendants and Uber from illegally fixing prices for Uber services;

D. That this Court enter a permanent injunction prohibiting Uber from engaging in predatory pricing through its uberX service as described above; and

E. That this Court enter judgment against the Defendants for actual damages in an amount to be proven at trial (and treble damages thereon), plus reasonable attorney's fees, interest and costs.

COUNT II
(Unfair Competition – All Defendants)

125. Plaintiffs repeat and incorporate the allegations in paragraphs 1 through 124 of this Complaint.

126. Maryland recognizes the tort of unfair competition. The scope of the tort extends to all cases of unfair competition in the field of business.

127. As described above, Defendants compete with Plaintiffs in providing transportation services to the public.

128. Defendants unfairly compete with Plaintiffs by failing to comply with applicable laws and regulations as set forth above.

129. By refusing to adhere to these laws and regulations, Uber has gained a market advantage.

130. Defendants' actions have diminished and will continue to diminish Plaintiffs' revenues, including the value of Plaintiffs' permits.

131. As a result of Defendants' unfair methods of competing, Plaintiffs have sustained damages losses.

132. Plaintiffs are also entitled to injunctive relief as a result of Defendants' unfair competition and business practices. Unless Defendants are restrained by this Court from continuing to compete unfairly as described above, Plaintiffs will continue to suffer immediate, substantial, and irreparable injury.

133. The benefits to Plaintiffs in obtaining injunctive relief are equal to or outweigh the potential harm the Defendants would incur if this Court grants the requested injunctive relief.

134. The public interest is best served by granting the injunction.

WHEREFORE, Plaintiffs demand:

A. That this Court issue a permanent injunction requiring Uber to comply with all laws and regulations applicable to common carriers in the vehicle transportation industry as described above; and

B. That this Court issue a permanent injunction prohibiting Uber and the Driver Drivers from engaging in unfair competition as described above; and

C. That this Court enter judgment against the Defendants for compensatory damages in an amount to be proven at trial, plus reasonable attorneys' fees, interest and costs.

COUNT III
(Unfair Competition – Restatement of Torts 874A – All Defendants)

135. Plaintiffs repeat and incorporate the allegations in paragraphs 1 through 134 of this Complaint.

136. State and local laws and regulations prohibit, among other things, (1) Uber and the Driver Defendants from conspiring and agreeing to fix unregulated prices for Uber services; (2) Uber and the Driver Defendants from conspiring and agreeing to engage in “surge-pricing” well over the maximum prices Plaintiffs and the Association Members can charge; (3) Uber from engaging in predatory pricing well-below prices established by law through its uberX services; and (4) Uber from focusing exclusively on the high-end segment of the market, and refusing to provide services in lower income areas and to residents who lack a credit card.

137. These laws and regulations also require Uber as a common carrier to comply with other laws and regulations as set forth in ¶¶s 96-98. Uber refuses to comply with these laws and regulations.

138. Under Restatement (2nd) of Torts, §874A, when a legislative provision protects a class of persons by proscribing or requiring certain conduct, but does not provide a civil remedy for the violation, the court may, if it determines that the remedy is appropriate in furtherance of the purpose of the legislation and needed to assure the effectiveness of the

provision, accord to an injured member of the class a right of action, using a suitable existing tort action or a new cause of action analogous to an existing tort action.

139. The laws and regulations applicable to the vehicle transportation industry in the City and in Montgomery County were enacted to ensure reasonable prices and service for all customers regardless of income level, allow fair competition between transportation companies and ensure public safety and trust in the industry. Plaintiffs belong to the class of persons protected by these laws and regulations and have been injured by the Defendants' refusal to comply with them.

140. This Court has the authority to fashion a remedy to prohibit Defendants' from engaging in these practices and to compensate Plaintiffs under state and local laws.

141. Plaintiffs have been harmed by Defendants' activities as described above.

WHEREFORE, Plaintiffs demand:

A. That this Court issue a permanent injunction requiring Uber to comply with all laws and regulations applicable to common carriers in the vehicle transportation industry as described above;

B. That this Court issue a permanent injunction prohibiting Uber and the Driver Drivers from engaging in unfair competition through Uber's price fixing scheme; and

C. That this Court enter judgment against Uber and each Driver Defendant for compensatory damages in an amount to be proven at trial, plus reasonable attorneys' fees, interest and costs.

COUNT IV

(Tortious Interference with Contract and Business Relationships – All Defendants)

142. Plaintiffs repeat and incorporate the allegations in paragraphs 1 through 141 of this Complaint.

143. Uber intentionally interferes with the contracts Plaintiff Cab Companies and Plaintiff Cab Associations have with taxicab drivers. Uber promises taxicab drivers such as Defendant Drivers that the drivers will earn more money driving for Uber than they would under their agreements with Plaintiff Cab Companies and Cab Associations. Uber makes these promises because it knows that, by ignoring the laws and regulations that govern the vehicle transportation industry, its transactional costs are lower, and because Uber uses rates (both higher and lower than approved rates) to boost revenue and gain market share.

144. Uber is aware of the contracts taxicab drivers have with Plaintiff Taxicab Companies and Cab Associations, and intentionally induces taxicab drivers to breach those contracts through the illegal activities described above.

145. As a result of Uber's actions, taxicab drivers such as Defendant Drivers have breached, and will continue to breach, their contracts with Plaintiff Taxicab Companies and Cab Associations. These Plaintiffs have suffered damages as a result, including loss of revenue and diminution in the value of taxi permits.

146. Uber and the Driver Defendants further tortiously interference with the business relationships Plaintiff Cab Companies and Driver Plaintiffs have with their taxicab customers. By engaging in the activity described above, Defendants interfere with the ability of Plaintiff Cab Companies and Driver Plaintiffs to provide transportation services to those customers. These Plaintiffs have suffered damages as a result of this interference.

147. Plaintiffs are also entitled to injunctive relief with respect to Uber's unfair competition and business practices. Unless Uber is restrained by this Court from continuing to interfere with Plaintiff's business relationships, Plaintiffs will continue to suffer immediate, substantial, and irreparable injury.

148. The benefits to Plaintiffs in obtaining injunctive relief are equal to or outweigh the potential harm which Uber would incur if this Court grants the requested injunctive relief.

149. The public interest is best served by granting the injunction.

WHEREFORE, Plaintiffs demand:

A. That this Court issue a permanent injunction restraining Uber from maliciously interfering with Plaintiffs' businesses as described in this Complaint;

B. That this Court issue a permanent injunction requiring Uber to comply with all laws and regulations applicable to common carriers in the vehicle transportation industry as described above; and

C. That this Court enter judgment against Uber for compensatory damages in an amount to be proven at trial, plus reasonable attorneys' fees, interest and costs.

JURY TRIAL DEMAND

Plaintiffs hereby demand a trial by jury.



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Attorneys for Plaintiffs

EXHIBIT A

BALTIMORE CITY TAXICAB RATES

Approved by the Maryland Public Service Commission - Effective September 1, 2008

METERED RATES

Except for the flat rates to BWI and certain non-metered rates listed below, charges for transportation must be computed by taximeter at the following rates:

- \$1.80** First 1/11 mile or fraction thereof.
- \$.20** Each additional 1/11 mile or fraction thereof.
- \$.20** Each 30 seconds of waiting time.

NON-METERED RATES

The following rates may be charged, even though they cannot be computed by taximeter:

- \$.30** Each county mile or fraction thereof.
- \$1.00** Surcharge when taxicab arrives within 30 minutes of call for service.
- \$1.00** Call service furnished and not used.
- \$.50** Night surcharge per trip (between 9:00PM and 5:00AM).

SMOKING IS NOT PERMITTED IN THE TAXICAB.

Drivers must accept, and transport where directed, any orderly person/party unless previously engaged. A taxicab may not carry more passengers than the vehicle is designed to seat. Drivers may refuse to transport freight or animals, except service animals (any guide dog, signal dog or other animal trained to work or perform tasks for a person with a disability).

PLEASE REPORT ANY COMPLAINTS TO:

Phone: 410-767-8128 Website: www.psc.state.md.us

Maryland Public Service Commission - Transportation Division
William Donald Schaefer Tower
6 St. Paul Street, Baltimore, MD 21202-6806

FLAT RATES TO BWI AIRPORT

\$30 FLAT RATE FROM DOWNTOWN BALTIMORE TO BWI THURGOOD MARSHALL AIRPORT

For service from this orange shaded zone to BWI Airport, the driver must charge a flat rate of \$30 PER TAXICAB. No other stops may be made along the way. The flat rate applies regardless of the number of passengers/parties that share a ride. No other charges may be added to this \$30 flat rate. No additional charges may be added if passengers/parties exit the taxicab at different airline terminals within BWI.



\$30 FLAT RATE FROM LOCUST POINT CRUISE SHIP TERMINAL TO BWI THURGOOD MARSHALL AIRPORT

For service from the South Locust Point Cruise Ship Terminal at 2001 E. McComas Street in Baltimore City to BWI Airport, the driver must charge a flat rate of \$30 PER TAXICAB. No other stops may be made along the way. The flat rate applies regardless of the number of passengers/parties that share a ride. No other charges may be added to this \$30 flat rate.

EXHIBIT B

MONTGOMERY COUNTY, MARYLAND TAXICAB METER RATE SCHEDULE

Rate for One Passenger:

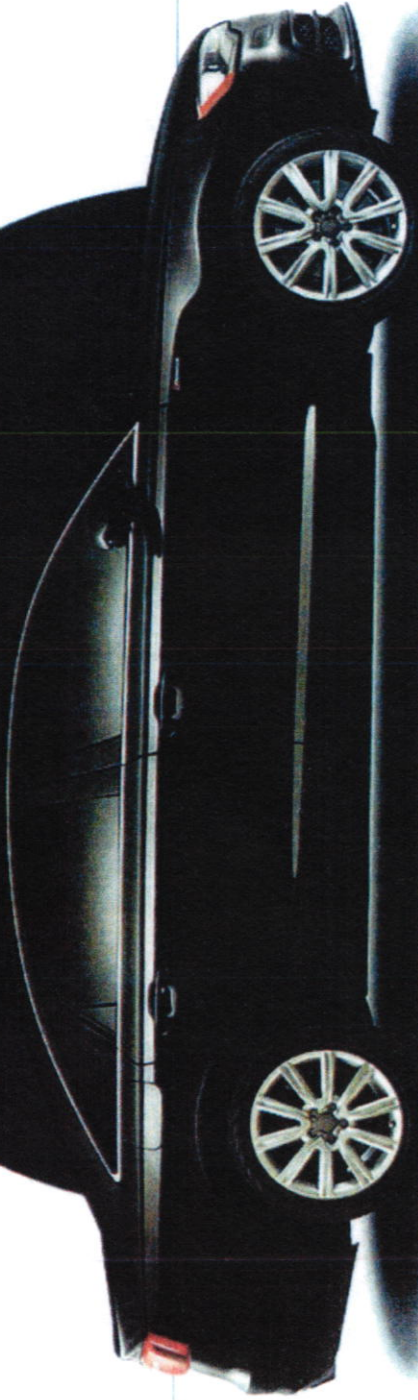
DRIVERS MUST USE METERS

Description	Rate
Rate for the initial charge	\$4.00
For each succeeding one-fourth mile	\$.50
Waiting and Traffic Delay Time	\$28/hour
Additional Passengers	\$1.00
Personal Service for Loading Items	\$1.00
Pick-up and Delivery	\$2.00
Snow Emergency Charge in the event a snow emergency is declared by the State for the County.	\$2.50
Service Animal	\$0.00
Toll and Surcharges	As Required

EXHIBIT C

UberBLACK

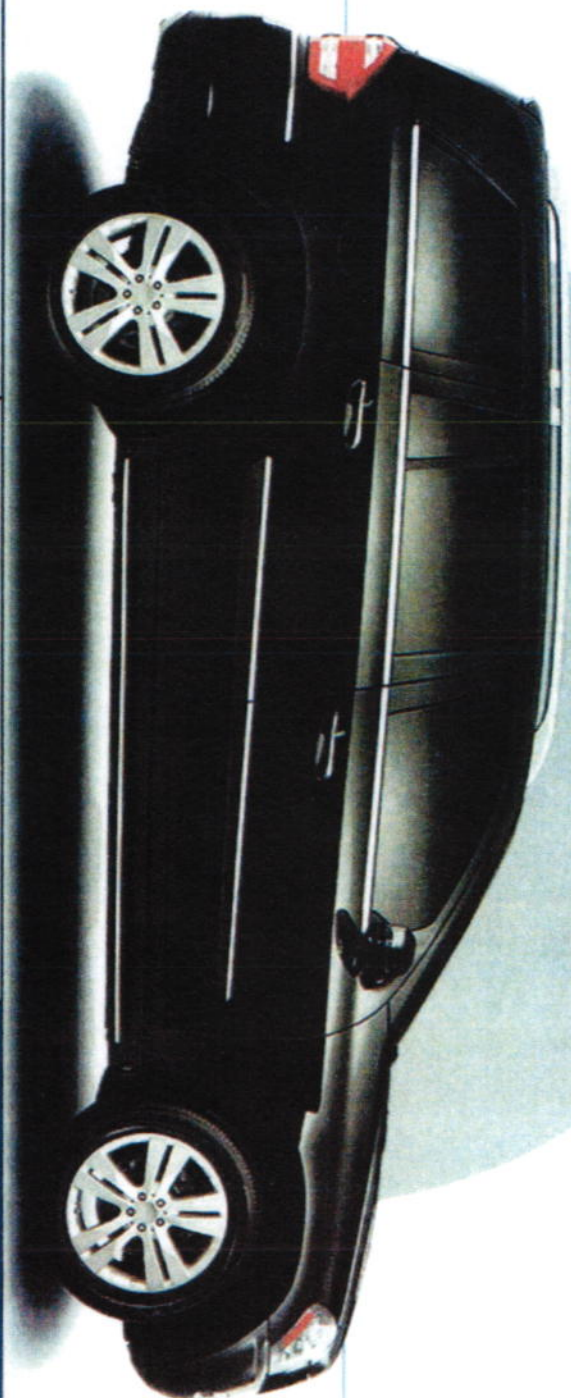
THE ORIGINAL UBER



uberX	UberBLACK	UberSUV
BASE FARE \$7	\$0.35 PER MINUTE	MIN FARE \$15
+	+	CANCELLATION FEE \$10
	\$3 PER MILE	

SEATS UP TO 4 | SAMPLE VEHICLES: LINCOLN TOWN CAR L CHRYSLER 300 CHEVROLET TAHOE

UberSUV ROOM FOR EVERYONE



uberX	UberBLACK	UberSUV
BASE FARE \$14	+ \$0.50 PER MINUTE	+ \$3.65 PER MILE
		MIN FARE \$25 CANCELLATION FEE \$10



uberX

THE LOW-COST UBER

uberX	UberBLACK	UberSUV
BASE FARE \$2.76	\$0.19 PER MINUTE	\$1.52 PER MILE
		SAFE RIDES FEE MIN FARE CANCELLATION FEE
		\$1 \$5.60 \$5