

# Rideshare Services Rescind Arbitration Requirements in Cases of Sexual Assault and Harassment. But There's Still Work to Do.

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Since the New Yorker published its article exposing Harvey Weinstein's rampant sexual harassment in October last year, the #MeToo movement has shined a national spotlight on our institutions' failures to protect and empower survivors of sexual harassment and assault. As the public has learned more about how the legal system allows powerful men and their companies to force the victims of harassment and discrimination into silence through the use of legal contracts like [binding arbitration agreements](#), there has been a growing call to action. The pressure generated by this sustained attention has pushed many actors, both [private](#) and [public](#), to take steps to correct the imbalance of power. In May 2018, Uber and Lyft became the latest companies to make some long-overdue, although incomplete, changes to their policies and practices designed to give survivors of sexual harassment and assault control over how their voices are heard. Understanding how creative advocacy led to these important policy improvements by such prominent companies may help us all continue the progress brought on by the #MeToo movement.

## The Policy Change

In response to the [widespread instances](#) of drivers sexually harassing and assaulting female customers, a group of women filed a class action lawsuit against Uber in federal court in California in November 2017. Uber replied by pointing to a provision found in the app's Terms of Service which required customers to pursue any legal actions against the company in a mandatory arbitration proceeding; Uber similarly included mandatory arbitration provisions in its agreements with its employees and drivers. Not willing to accept this injustice, the women and their attorneys issued a public letter to Uber's Board of Directors, arguing that Uber should join the [other companies](#) who have rescinded arbitration provisions and allowed survivors of sexual harassment and assault to bring their claims in courts open to the public.

On May 15, 2018, Uber gave in to the public pressure. Uber's Chief Legal Officer Tony West published a [blog post](#) entitled "Turning the lights on," in which Uber promised to bring more transparency to incidents of sexual assault and harassment at the company by discontinuing the use of mandatory arbitration provisions in its agreements with customers, drivers, and employees. The company also said it would no longer require that survivors of sexual assault or harassment agree to strict confidentiality as a condition of settlement – instead, giving survivors a choice to speak publicly or settle the matter privately. Uber also committed to publishing "a safety transparency report" to inform the public about the prevalence of sexual assault and other sexual misconduct in Uber vehicles. Just hours after Uber announced its policy change, Lyft, one of Uber's prime competitors, followed suit. Now employees, drivers, and customers of both Lyft and Uber will not be forced into total silence if they seek a legal remedy after enduring sexual harassment or assault.

## But There Is Still Work to Do

Although Uber and Lyft's policy changes are certainly welcomed, they are only a small step in the right direction. For instance, the companies' policy changes only apply to claims of sexual assault or harassment, so if a customer or employee is subjected to heinous, [unlawful discrimination](#) because of her race, religion, or some other protected characteristic, her rights are still curtailed by the forced arbitration provision. Furthermore, the policy changes do not affect other common contractual provisions that disempower customers and employees, such as class action waivers. In the pending class action brought by Uber customers in California federal court, Uber has insisted that the class action waiver in the Terms of Service is still in effect, and has asked the court not to hear the plaintiffs' class action claims. If Uber succeeds in enforcing its class action waiver, it will deal a significant blow to the plaintiffs' claims. Even though each individual plaintiff would still have the right to pursue her claim for sexual assault or harassment in open court, it might not be possible for each individual to proceed on her own, which entails finding her own attorney and bearing her own costs of litigation. Further, it is much harder to establish an egregious pattern of harassment or corporate failure to screen drivers if victims are limited to proving their individual claims with no ability to connect the dots that show the pattern. If Uber and Lyft are genuinely dedicated to "Turning the lights on," they will remove these restrictive provisions from their customer and employee agreements that keep stories of harassment and discrimination in the shadows.

Even though Uber and Lyft's improvements to their customer and employee agreements are far from perfect, this is another important sign that the #MeToo movement provides a powerful platform for advocates of equality to enact real social change. We should view this victory as a call to action for employees and consumers to demand that corporations reform their policies and practices to protect and empower those who have been silenced for too long.