UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

MARIAM DAVITASHVILI, ADAM BENSIMON, MIA SAPIENZA, PHILIP ELIADES, JONATHAN SWABY, JOHN BOISI, NATHAN OBEY, and MALIK DREWEY, individually and on behalf of all others similarly situated,
 	
    Plaintiffs,
 	
v.
 	
GRUBHUB INC., UBER TECHNOLOGIES, INC., and POSTMATES INC.,
 	
    Defendants.
	Civ. No. 1:20-cv-03000-LAK

ANSWER OF UBER TECHNOLOGIES, INC. AND POSTMATES, LLC TO
AMENDED CONSOLIDATED CLASS ACTION COMPLAINT

Defendants Uber Technologies, Inc. ("Uber") and Postmates, LLC ("Postmates"), by and

through their undersigned attorneys, hereby answer and assert defenses to the claims and

allegations made by Mariam Davitashvili, Adam Bensimon, Mia Sapienza, Philip Eliades,

Jonathan Swaby, John Boisi, Nathan Obey, and Malik Drewey, individually and on behalf of all

others similarly situated ("Plaintiffs") in the Amended Consolidated Class Action Complaint, ECF

No. 28, filed on August 31, 2020 (the "Complaint").[1] Except as specifically admitted, each factual

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[1]   The entity formerly known as Postmates Inc. was acquired by Uber Technologies, Inc. on
December 1, 2020. Postmates, LLC is the wholly-owned subsidiary of Uber Technologies, Inc.

assertion by Plaintiffs is denied. Uber and Postmates further deny each and every averment

contained in the headings, subheadings, and non-numbered statements in the Complaint.

<div align="center"><u>RESPONSES TO INDIVIDUAL PARAGRAPHS</u></div>

Numbered paragraphs below correspond to the like-numbered paragraphs in the

Complaint. Except as specifically admitted, Uber and Postmates deny the allegations in the

Complaint.

I.   ANSWER TO INTRODUCTION

1.   The allegations in Paragraph 1 reflect legal conclusions, for which no response is

required. To the extent an answer is required, Uber and Postmates deny the allegations in

Paragraph 1.

2.   Uber and Postmates lack knowledge or information sufficient to form a belief as to

the truth of the allegations in Paragraph 2 and deny the allegations on that basis.

3.   The allegations in the first sentence of Paragraph 3 reflect legal conclusions, for

which no response is required. To the extent an answer is required, Uber and Postmates deny the

allegations. Uber and Postmates lack knowledge or information sufficient to form a belief as to

the truth of the allegations in the second sentence of Paragraph 3 and deny the allegations on that

basis.

4.   The allegations in the first sentence of Paragraph 4 reflect legal conclusions, for

which no response is required. To the extent an answer is required, Uber and Postmates deny the

allegations. Uber and Postmates lack knowledge or information sufficient to form a belief as to

the truth of the allegations in the second sentence of Paragraph 4 and deny the allegations on that

basis.

5.   Uber denies the allegations in Paragraph 5 relating to Uber and Postmates. Uber

lacks knowledge or information sufficient to form a belief as to the truth of the allegations in

Paragraph 5 relating to Grubhub and Doordash and denies the allegations on that basis. Uber states

that certain, but not all, contracts between Portier, LLC and merchants contained a provision that

stated: "Merchant may not make any Item available to Customers through the Eats App at a price

that is higher than the price that Merchant charges in-store for similar Items. Merchant agrees that

you will not make an Item available under this Agreement at a price higher than the amount

Merchant is charging for similar items through any comparable platform for food delivery

services." These documents speak for themselves, and Uber refers to those contracts for a

complete and accurate statement of their contents.

Postmates denies the allegations in the first and second sentences of Paragraph 5 relating

to Postmates. Postmates lacks knowledge or information sufficient to form a belief as to the truth

of the allegations in Paragraph 5 relating to Uber, Grubhub, and Doordash and denies the

allegations on that basis. Postmates further states that certain, but not all, contracts between

Postmates and merchants contained a provision that stated "Merchant will keep Postmates apprised

of available products and pricing, which shall be consistent with Merchant's in-store pricing."

These documents speak for themselves, and Postmates refers to those contracts for a complete and

accurate statement of their contents.

6.   The allegations in Paragraph 6 reflect legal conclusions, for which no response is required.   To the extent an answer is required, Uber and Postmates deny the allegations in Paragraph 6.

7.   The allegations in Paragraph 7 reflect legal conclusions, for which no response is required.   To the extent an answer is required, Uber and Postmates deny the allegations in Paragraph 7.

8.   The allegations in Paragraph 8 reflect legal conclusions, for which no response is required.   To the extent an answer is required, Uber and Postmates deny the allegations in Paragraph 8.

9.   The allegations in Paragraph 9 reflect Plaintiffs' characterization of their case and the relief sought, for which no response is required. To the extent an answer is required, Uber and Postmates deny the allegations in Paragraph 9.

II.   ANSWER TO ALLEGATIONS REGARDING PARTIES

10.   Uber and Postmates lack knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 10 and deny the allegations on that basis. Uber and Postmates state that a user named Mariam Davitashvili has used the Postmates application to order meals on more than one occasion.

11.   Uber and Postmates lack knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 11 and deny the allegations on that basis. Uber and Postmates state that a user named Adam Bensimon has used the Postmates application to order meals on more than one occasion.

12.   Uber and Postmates lack knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 12 and deny the allegations on that basis. Uber states that a user named Mia Sapienza has used the Uber Eats and Postmates applications to order meals on more than one occasion.

Postmates states that a user named Mia Sapienza has used the Postmates application to order meals on more than one occasion.

13.   Uber and Postmates lack knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 13 and deny the allegations on that basis.

14.   Uber and Postmates lack knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 14 and deny the allegations on that basis. Uber and Postmates state that a user named Jonathan Swaby has used the Postmates application to order meals on more than one occasion.

15.   Uber and Postmates lack knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 15 and deny the allegations on that basis. Uber and Postmates state that a user named John Boisi has used the Postmates application to order meals on more than one occasion.

16.   Uber and Postmates lack knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 16 and deny the allegations on that basis.

17.   Uber and Postmates lack knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 17 and deny the allegations on that basis.

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