SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

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MOHAMMED RAZZAK, JUAN ARVELO, SAIF CHAUDHRY, and STEVEN SAVADER, on behalf of themselves and others similarly situated,

Plaintiffs,

-against-

JUNO, INC., JUNO USA, LP, VULCAN CARS LLC, and TALMON MARCO,

Defendants,

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Index No.

Date Purchased:
October 17, 2017

SUMMONS

Basis of venue is CPLR §503(d)

To the above named Defendants:

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a Notice of Appearance, on the Plaintiff's attorney(s) within twenty (20) days after the service of this summons, exclusive of the day of service (or within thirty (30) days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: Brooklyn, New York
October 17, 2016

TO BE SERVED UPON:

JUNO, INC.
One World Trade Center
285 Fulton Street
New York, New York 10007

JUNO USA, LP
c/o National Registered Agents, Inc.
111 Eighth Avenue
New York, New York 10011

VULCAN CARS LLC
123 Washington Street, Suite 41A
New York, New York 10006

Yours, etc.,

HELD & HINES, LLP

/s/
PHILIP M. HINES, ESQ.
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MR. TALMON MARCO
c/o Juno, Inc.
One World Trade Center
285 Fulton Street
New York, New York 10007

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

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MOHAMMED RAZZAK, JUAN ARVELO, SAIF CHAUDHRY, and STEVEN SAVADER, on behalf of themselves and others similarly situated,

Index No.

COMPLAINT

Plaintiffs,

-against-

JUNO, INC., JUNO USA, LP, VULCAN CARS LLC, and TALMON MARCO,

Defendants,

----------X

Plaintiffs MOHAMMED RAZZAK, JUAN P. ARVELO, SAIF CHAUDHRY, and STEVEN SAVADER ("Plaintiffs" or "Class Representatives"), by their undersigned attorneys, on behalf of themselves and all others similarly situated, allege, based on personal knowledge as to allegations regarding themselves, and based on information and belief as to other allegations, as follows for their class action complaint against defendants JUNO, INC., Juno USA, LP, Vulcan Cars LLC, and Talmon Marco (collectively, "Defendants"):

1. Plaintiffs bring these claims on behalf of themselves and all others similarly situated.

2. Plaintiffs and the putative class members ("Drivers") consist of Uber and Lyft drivers who were fraudulently induced to join Juno's rideshare mobile application ("Juno App"), many prior to the public launch of the Juno App, by the defendants' promises and representations of a better compensation structure and the opportunity to earn shares of Juno, Inc. as long as they maintained minimum monthly hours of being actively signed on to the Juno App. These Drivers left and/or reduced their commitments to Uber and Lyft because the defendants sold them on

being able to secure a better future for themselves when Juno went public or was acquired by another company.

3. Once defendants Juno USA, LP and Vulcan Cars LLC announced in April 2017 that it had been acquired for $200M by GT Forge, Inc. d/b/a Gett, another New York City-based rideshare mobile application, defendants Juno, Inc. and its CEO Talmon Marco offered Juno's Drivers grossly devalued payouts for their shares.

4. Additionally, defendant Vulcan Cars LLC ("Vulcan Cars") breached its contract with Juno's Drivers by improperly deducting sales tax and Black Car Fund surcharges from the Drivers take-home pay. Rather than adding sales tax and Black Car Fund to the Riders' fare, as required by law, Vulcan Cars transferred that burden to the Drivers. The consequence being that the Drivers' share of a Fare was unlawfully reduced.

5. Additionally, defendant Vulcan Cars breached its contract with Juno's Drivers by improperly including sales tax and Black Car Fund when calculating Juno's commission. As set forth in the Drivers' contract, Juno was entitled to a 10% commission of a Fare. By adding the sales tax and Black Car Fund into the Fare in order to calculate its commission, Vulcan Cars was improperly inflating the Fare and, by extension, Juno's commission. The consequence being that the Drivers' share of a Fare was unlawfully reduced.

THE PARTIES

6. Plaintiff Mohammed Razzak is a citizen of the United States, residing in Bronx County, New York.

7. Plaintiff Juan P. Arvelo is a citizen of the United States, residing in Queens County, New York.

8. Plaintiff Saif Chaudhry is a citizen of the United States, residing in Queens County, New York.

9. Plaintiff Steven Savader is a citizen on the United States, residing in Queens County, New York.

10. At all times hereinafter mentioned, defendant Juno, Inc was a business corporation, organized and existing under and by virtue of the laws of the British Virgin Islands.

11. At all times hereinafter mentioned, defendant Juno, Inc. was authorized to transact business in the State of New York and maintained its principal executive office at One World Trade Center, 285 Fulton Street, New York, New York 10007.

12. At all times hereinafter mentioned, defendant Juno USA, LP ("Juno USA") was a Delaware limited partnership transacting business in the State of New York.

13. At all times hereinafter mentioned, defendant Juno USA was authorized to transact business in the State of New York and maintained its principal executive office at One World Trade Center, 285 Fulton Street, New York, New York 10007.

14. At all times hereinafter mentioned, defendant Vulcan Cars LLC ("Vulcan Cars") was a Delaware limited liability company transacting business in the State of New York.

15. At all times hereinafter mentioned, defendant Vulcan Cars was authorized to transact business in the State of New York and maintained its principal executive office at One World Trade Center, 285 Fulton Street, New York, New York 10007.

16. At all times hereinafter mentioned, defendant Talman Marco, an individual, was the Chief Executive Officer of Juno, Inc.

17. Upon information and belief, at all times hereinafter mentioned, defendant Talman Marco, an individual, was a principal partner of Juno USA.

18. Upon information and belief, at all times hereinafter mentioned, defendant Talman Marco, an individual, was a principal officer of Vulcan Cars.

19. Upon information and belief, at all times hereinafter mentioned, defendant Talmon Marco was a resident of the State of New York.

20. At all times hereinafter mentioned, defendant Vulcan Cars was a wholly owned subsidiary of Juno USA, LP.

21. Upon information and belief, at all times hereinafter mentioned, defendant Vulcan Cars was an agent of Juno USA.

22. Upon information and belief, at all times hereinafter mentioned, defendant Juno USA was a wholly owned subsidiary of Juno, Inc.

23. Upon information and belief, at all times hereinafter mentioned, defendants Juno USA and Vulcan Cars were operating companies of Juno, Inc.

24. Upon information and belief, at all times hereinafter mentioned, defendants Juno USA and Vulcan Cars were agents of Juno, Inc.

25. In or about April 2017, the assets of Defendants Juno USA, LP and Vulcan Cars LLC were acquired by GT Forge, Inc., a wholly owned subsidiary of GT Gettaxi Ltd.

FACTS COMMON TO ALL COUNTS

26. Defendants Juno, Inc., Juno, USA and Vulcan Cars (collectively "Juno") were formed in or around 2015 and began U.S. operations around that time.

27. Juno's primary competitors were Uber and Lyft.

28. For Juno, competing with Uber, Lyft, and smaller companies in the same New York City-based rideshare application space (e.g., Gett and Via) was an expensive proposition. With the intent to lure Uber and Lyft's prime assets away from them, Juno's embarked on its

strategy to offer a "driver friendly" public persona to potential Riders and Drivers that starkly contrasted the negative publicity Uber and Lyft were receiving for the way they treated their Drivers. Whereas Uber and Lyft were viewed as taking high commissions and not letting their drivers receive gratuities, Juno was offering a lower commission, the opportunity for Riders to tip worthy Drivers, and the chance for Drivers to "partner" in Juno's future.

29. Juno specifically targeted Uber and Lyft's highest-rated, TLC-licensed drivers and promised them this better compensation structure and the opportunity to make even more money when Juno goes public or gets acquired by another company. Uber and Lyft drivers were attractive to Juno not only because there's a small population of TLC-licensed drivers, but also because they already had the right insurance to operate for-hire in New York City, were familiar with mobile application technology and the hurdles of same, and were already screened by Uber and Lyft and could be trusted to deliver excellent customer service.

30. Juno also targeted Uber and Lyft's drivers because they had unfettered access to Uber and Lyft's riders and could be used to promote Juno pre-launch to start raising public interest and chipping away at market share.

31. This strategy worked as thousands of Drivers quit or reduced their time with Uber and Lyft and devoted themselves to Juno.

32. In doing so, the Drivers focused their hours on the road on the start-up Juno App as it promised them a better future rather than the Uber and Lyft apps that offered far greater potential for them to pick up a fare. Sacrificing the short-term for the long-term, the plaintiffs and putative class members would openly talk to Riders about how great Juno was as a company as it was showing a real commitment to the financial success and future of Drivers.

33. Even before the public launch of the Juno App, while they were still building out the platform and technology, defendants asked the plaintiffs and putative class members to have Juno signs visible in their vehicles and to talk about Juno while they had Uber and Lyft riders in their cars. The plaintiffs and putative class members did so with pleasure as they believed the defendants were committed to the promises they made when the Drivers signed up.

34. Upon the acquisition by Gett in April 2017, it became clear that the defendants were not committed to the promises they made the Drivers.

35. Prior to the acquisition, Juno's marketing efforts intended to reach Riders and Drivers focused on the fact that Juno's "Driving Partners" (i.e., the plaintiff drivers) had an ownership interest in Juno. Juno promoted and advertised that its drivers were owners in the company and that it would distribute equity to all its Drivers, with equal distributions being made until the year 2026, at which point 50% of the Company would have been distributed to Drivers. Juno's marketing efforts also included repeated references that it was "socially responsible" since it was affording its Drivers a real chance to share in the profits of the company. The idea behind Juno's marketing strategy was to attract drivers and customers away from Uber and Lyft.

36. In addition to claiming to be pro-driver, Juno billed itself as having the best drivers. Juno touted that all of its drivers had driven for Uber or Lyft and had achieved a rating on those companies' internal rating system, putting them in the very top percentile of all drivers. Drivers with similar ratings were rare and not easy to come by.

37. As a result of the plaintiffs and putative class members having driven for Uber and/or Lyft and achieved high "star" ratings, they were desirable to Juno and so were promised an attractive compensation package to join Juno – one that involved a better payout structure,

including the option of an up-front cash payment or stock option of equivalent value, lower commissions deducted from their fares, and equity in Juno's future success.

38. Defendants' representations and advertisements were the key determining factors in the plaintiffs and putative class members' decisions to transition to Juno full time.

39. As for consumers, Defendants understood that consumers picking between Juno, Uber, Lyft, or another ridesharing company, give substantial consideration to which company compensates its drivers the best. Defendants' claim that Juno Drivers actually have an ownership stake in Juno was a significant marketing advantage.

40. Month after month, the plaintiffs and putative class members worked the 120 hours necessary to earn Restricted Stock Units ("RSUs"). As time went on, and the plaintiffs and putative class members were not receiving updates on how many RSUs they were earning, they became skeptical and began inquiring to the defendants about when they would receive official notification about how many RSUs they had earned.

41. The plaintiffs and putative class members had telephone calls and email exchanges with Juno representatives and even personal meetings and email exchanges with Juno's CEO Talmon Marco. Invariably, the plaintiffs and putative class members were told their RSUs were secure but they had to wait a little longer as Juno still had to work some things out with state regulators.

42. During in-person meetings and/or emails between Juno's CEO and the plaintiffs and putative class members, defendant Marco repeatedly reassured Drivers that he had a successful history of technology start-ups being acquired for hundreds of millions of dollars.

43. During in-person meetings and/or emails between Juno's CEO and the plaintiffs and putative class members, defendant Marco repeatedly informed Drivers that he was building Juno as a business that would be ripe for going public or acquisition.

44. During in-person meetings and/or emails between Juno's CEO and the plaintiffs and putative class members, defendant Marco repeatedly informed and reassured Drivers that upon Juno going public or being acquired, the Drivers' equity stake would reward them handsomely for promoting and building Juno and they would share in the financial success the same as Juno's founders and early investors.

45. During in-person meetings and/or emails between Juno's CEO and the plaintiffs and putative class members, defendant Marco informed Drivers that upon Juno going public or being acquired, the Drivers' RSUs would be valued equally to those belonging to the founders and other shareholders.

46. Defendant Marco specifically stated to the plaintiffs and putative class members that he planned to build Juno up for a few years and then sell within seven years for tax purposes.

47. At no point did defendant Marco or any of Juno's representative ever tell Drivers that Juno would be sold in less than two years or that their RSUs would not vest for two years. Defendants knew that this would be key information to the decision making of the plaintiffs and putative class members yet they deliberately withheld same from Drivers.

48. Defendants understood that drivers were leaving opportunities with Uber and Lyft to build and brand Juno based upon their promises. Defendants lured Drivers by asking them to trust that the defendants would operate the business end while Drivers would perform the transportation services and promote Juno to potential and new customers and everybody would share in the profits from a sale of the company.

49. Despite not receiving any answers to their questions about their equity stake, the plaintiffs and putative class members trusted that the defendants would honor their promises and so they continued to drive and promote Juno as the "driver friendly" service it purported to be.

50. Things quickly fell apart in April 2017 when Juno announced that it was "joining forces" with Gett as part of a $200M asset acquisition.

51. Despite promising the plaintiffs and putative class members for over a year that "the more you drive, the more RSUs you will earn," Juno's announcement came with notification that it had assigned Drivers a certain number of RSUs, that the value of Drivers' RSUs was "based upon an independent valuation report," and that the RSU program was being terminated as Gett would be launching a cash incentive plan in the future.

52. This announcement to the plaintiffs and putative class members was the first time that most of them were informed how many RSUs they had earned. At no time prior to this were the plaintiffs and putative class members ever informed how much an RSU was worth. At no time prior to this were the plaintiffs and putative class members ever informed how RSUs were awarded (e.g., number of hours active on the Juno App, number of miles driven, number of transportation services completed, Rider satisfaction surveys, Driver star ratings, bonus RSUs for exceeding certain benchmarks, etc.).

53. An RSU that once valued by the defendants at $.20 per share (at a time when the Juno App had not even launched to the public) was now being valued by the defendants at $.017 per share (at a time when Juno had just been acquired for $200,000,000.00).

54. Plaintiffs and putative class members became victims of the classic "bait and switch" scheme – promised a true equity stake and then paid off at less than pennies on the dollar – while the founders and other investors profited handsomely.

55. It is now clear that the plaintiffs and putative class members had been lied to in those closed door meetings, telephone calls, and emails with Mr. Marco and Juno representatives. The plaintiffs and putative class members were told, repeatedly, that if they meet the screening requirements, advertise Juno to Uber and Lyft customers, and more than 120 hours per month in the service of Juno, Juno would award drivers equity in the company and that equity would be paid on par with founders' shares in the event of a liquidation, sale or IPO. There is no way to reconcile the statements and representations of Mr. Marco and Juno's representative with what the defendants actually did.

56. It is now evident that the defendants undertook a fraudulent plan to lure the plaintiffs and putative class members away from Uber and Lyft based on false representations, to use the Drivers to espouse the virtues of Juno to Uber and Lyft customers, to penetrate the market with ex-Uber and Lyft drivers, and then to sell the company for as soon as an attractive offer came around. This was the antithesis of being the "driver friendly" and "socially responsible" company it tried so hard to convince New York City that it was. Juno's Drivers were not their "partners" and they certainly did not get what they bargained for.

57. By the time it became clear that Defendants' promises were replete with falsehoods and deliberate misrepresentations of fact aimed at luring drivers and riders to switch from Uber and Lyft to Juno, Juno had accomplished what it set out to do – earn a significant share of the New York rideshare market, prove its service was a viable competitor to Uber and Lyft, and turn a modest capital investment in technology and a deceptive Driver campaign into a $200M payout.

58. The plaintiffs and putative class members were also misled into believing that they had received a valuable signup bonus. When they first met with Juno representatives,

Plaintiffs and thousands of other Uber and Lyft drivers situated similarly to them were offered the option of receiving a $100 cash sign-up bonus or $100 worth of equity in Juno, Inc. in the form of RSUs. Those that chose to forego the cash bonus in lieu of receiving $100 in equity were to receive 500 RSUs.

59. At the time plaintiff Chaudhry signed up in March 2016, as well as thousands of other drivers before and after him, the Board of Directors of Juno, Inc. had not approved its RSU Plan, yet the defendants were promoting it and using it to lure the plaintiffs and putative class members as if it were valid and in existence.

60. At the time plaintiff Chaudhry signed up in March 2016, as well as thousands of other drivers before and after him, the State of New York had not approved Juno's RSU Plan, yet the defendants were promoting it and using it to lure the plaintiffs and putative class members as if it were valid and in existence.

61. Defendant Juno, Inc. never informed the plaintiffs and putative class members what the par value was of each RSU, how the RSUs would be calculated and distributed to drivers, what criteria was used to award RSUs to drivers, or the fair market value assigned to the RSUs when they vested.

62. Defendant Juno, Inc. never provided the plaintiffs and putative class members with regular reports stating their RSUs earned and/or pending nor the price per share.

63. Many Drivers were not offered any valuation of their shares or any payment. No Driver was solicited for their input. A few drivers, including some of the plaintiffs received offers of cash consideration which they have rejected for being trivial amounts of money.

64. Defendants' purported offering of equity to the plaintiffs and putative class members was a farce designed to lure highly rated drivers from Uber and Lyft to Juno's platform.

65. After the defendants' announcement that it had been acquired by Gett for $200M, in a emailed notice to drivers on April 26, 2017, Juno addressed the RSUs, stating, "Effective immediately, the Juno RSU program is officially terminated and a new cash incentive plan will be introduced." As to existing shares, Juno said "it decided to make payments to drivers in connection with the termination of the Juno RSU program to reflect each driver's contribution to Juno."

66. Buried in the notice to drivers was a bombshell revelation: At some point prior to Juno and Gett discussing the acquisition, the U.S. Securities and Exchange Commission deemed it necessary for Juno to change how it was implementing the RSU program. While it is unclear from this notice to Drivers when the SEC gave these orders, it is clear that the defendants only relayed that information to the plaintiffs and putative class members after it terminated the RSU program. Despite countless in-person meetings, telephone calls, and emails between the plaintiffs and putative class members, Defendants purposely failed to inform them that (a) the legality of the RSU program as it presently existed was in jeopardy, (b) the legality of such a program at all was questionable, (c) the continuation of the program was in doubt, and (d) the validity of the RSUs already earned by and/or granted to existing Drivers was in doubt.

67. Moreover, the defendants were continuing to induce more and more Drivers to join Juno specifically because of its RSU program despite being on notice that (a) the legality of the RSU program as it presently existed was in jeopardy, (b) the legality of such a program at all

was questionable, (c) the continuation of the program was in doubt, and (d) the validity of the RSUs already earned by and/or granted to existing Drivers was in doubt.

CLASS ALLEGATIONS

68. Plaintiffs bring this action pursuant to CPLR §901 on behalf of themselves and all similarly situated Juno drivers (the "RSU Class") who participated in the driver equity program known as the Juno, Inc. 2016 Restricted Stock Unit Plan ("RSU Plan"). Plaintiffs also bring the action on behalf of several subclasses as identified below.

69. At this time, Plaintiffs also seek to represent a subclass, to be called the $100 Promotion Subclass, which will be composed of all Class members who chose to receive $100 worth of RSUs in lieu of $100 in cash as part of the promotion offer made by Juno to new drivers.

70. Plaintiffs also bring this action on behalf of themselves and all similarly situated Juno drivers (the "Contract Class") who entered into an Independent Contractor Driver Agreement with Vulcan Cars LLC d/b/a Juno, which said defendant breached by miscalculating Juno's commission and making the Driver pay the sales tax and Black Car Fund surcharge.

71. Plaintiffs also bring this action on behalf of themselves and all similarly situated Juno drivers (the "Advertisement Class") who were misled by the defendants' false advertising and deceptive acts and practices and joined Juno only to suffer economic injury.

72. Subject to additional information obtained through further investigation and discovery, the foregoing definition of the Classes and subclass may be expanded or narrowed by amendment or complaint.

73. Excluded from the Classes are defendants; any parent, subsidiary, or affiliate of defendants; any entity in which any defendant has or had a controlling interest, or which

defendant otherwise control or controlled; and any officer, director, legal representative, predecessor, successor, or assignee of a defendant.

74. This action is properly maintainable as a class action. As provided in CPLR §901(a)(1), the proposed Class is so numerous that joinder of all members, whether otherwise required or permitted, is impracticable. As provided in CPLR § 901(a)(2), there are questions of law or fact common to all Class Members that predominated over any questions affecting only individual members. Specifically, the common questions of fact and law include: (a) whether Defendants' labeling, marketing and promotion of Juno's offer to drivers, including but not limited to offers to grant RSUs and the $100 promotional offer, is false and misleading, (b) whether Defendants' valuation of the RSUs when purchased back from the drivers was reasonable and equitable; (c) whether defendants breached their contracts with Class when they terminated the equity program and offered plaintiffs little or no cash consideration; (d) whether plaintiffs are entitled to an accounting or appraisal of their shares under New York law or any applicable contract; (e) whether Plaintiffs and the Classes have sustained damages and, if so, the proper measure thereof; (f) whether the defendants breached their contracts with the Class in the manner they calculated the commission; (g) whether the defendants breached their contracts with the Class by deducting sales tax and Black Car Fund from the Driver; and (h) whether defendants should be enjoined from continuing to operate Juno without assuming the obligations under the driver equity program.

75. As provided in CPLR §901(a)(3), the proposed lead Plaintiffs' claims, one or any one of them, are typical of those of the proposed class because the proposed lead Plaintiffs' claims are based upon the same facts and circumstances (practice or course of conduct) that

gives rise to the claims of the other class members and based upon the same predominate legal theories.

76. As provided by CPLR §901(a)(a), the representative plaintiffs can adequately and fairly represent the class. No conflict of interest exists between the representative plaintiffs and the Class Members because Defendants' alleged conduct affected them similarly.

77. Moreover, pursuant to CPLR §901(a)(4), the plaintiffs and their chosen attorneys are familiar with the subject matter of the lawsuit and have full knowledge of the allegations contained in this complaint so as to be able to assist in its prosecution. In addition, the plaintiffs' attorneys are competent in the areas of law relevant to this Complaint and have sufficient experience and resources to vigorously represent the Class Members and prosecute this action.

78. As provided by CPLR §901(a)(5), a class action is superior to any other available method for adjudicating this controversy. The proposed class is (i) the surest way to fairly and expeditiously compensate so large a number of injured persons that constitute the Class, (ii) to keep the courts from being inundated by hundreds or thousands of repetitive cases, and (iii) to reduce transactions costs so that the injured class members can obtain the most compensation possible. Accordingly, class treatment presents a superior mechanism for fairly resolving similar issues and claims without repetitious wasteful litigation relevant to this action.

AS AND FOR A FIRST CAUSE OF ACTION

FRAUD

79. Plaintiffs repeat the allegations in the foregoing paragraphs as if fully set forth herein.

80. Plaintiffs bring this Count on behalf of themselves and putative class members against all Defendants.

81. Inasmuch as the plaintiffs and putative class members had personal interaction with and received text messages and emails from representatives of Juno, Inc., Juno USA, LP and/or Vulcan Cars LLC during the recruiting, sign-on, and driver support phases of operations, there was never a distinction made by these individuals as to whom they worked for or were acting on behalf of. These representatives only identified themselves as working for and on behalf of "Juno." Accordingly, the corporate defendants referenced in this Count are collectively referred to as "Juno." To the extent Juno's Chief Executive Officer Talmon Marco ("Marco") communicated directly with Drivers, those statements are attributed to Marco himself.

82. Defendants Juno, Inc., Juno USA, LP, Vulcan Cars LLC and Talmon Marco disseminated false and misleading statements about Juno, its operations, its commitment to drivers, and the 2016 Restricted Stock Unit Plan ("RSU Plan"), which statements were made for the purpose of inducing thousands of drivers to leave and/or reduce their commitment to Uber and Lyft and drive for Juno. When the truth about these defendants' material misrepresentations and omissions were revealed, it became clear that the value of each RSU had shrunk significantly, causing Plaintiffs and putative class members to suffer thousands of dollars in losses on their RSUs.

83. As set forth herein, Juno and Marco made misrepresentations of material fact to the plaintiffs and the putative class members concerning the terms and conditions of the RSU Plan and the plaintiffs and putative class members' ability to earn and receive valued shares of Juno, Inc.

84. As set forth herein, Juno and Marco omitted material facts to the plaintiffs and the putative class members concerning the terms and conditions of the RSU Plan and the plaintiffs and putative class members' ability to earn and receive valued shares of Juno, Inc.

85. As set forth herein, Juno and Marco made misrepresentations of material fact to the plaintiffs and the putative class members concerning the terms and conditions of the RSU Plan for the purpose of inducing these Drivers to join Juno at the expense of Uber and Lyft.

86. As set forth herein, Juno and Marco made misrepresentations of material fact to the plaintiffs and the putative class members concerning the terms and conditions of the RSU Plan for the purpose of inducing these Drivers to continue to drive Juno.

87. As set forth herein, Juno and Marco omitted material facts when discussing the terms and conditions of the RSU Plan with the plaintiffs and the putative class members for the purpose of inducing these Drivers to join Juno at the expense of Uber and Lyft.

88. As set forth herein, Juno and Marco omitted material facts when discussing the terms and conditions of the RSU Plan with the plaintiffs and the putative class members for the purpose of inducing these Drivers to continue to drive for Juno.

89. To the extent the Board of Directors of Juno, Inc. did not execute a Resolution approving the RSU Plan until April 6, 2016, Plaintiffs and many of the putative class members who signed up for Juno and executed Vulcan Cars LLC's Independent Contractor Driver Agreement prior to that date relied solely upon the oral and advertised representations of Juno and Marco that they would be "partners" in Juno's success, would earn shares of Juno, Inc. if they met minimum monthly hour requirements for being "active," and would profit if Juno was acquired or went public within seven years.

90. As set forth herein, Juno and Marco made these misrepresentations and omissions in an effort to lure highly rated Uber and Lyft drivers to join Juno, knowing that these drivers were publicly unhappy with Uber and Lyft's treatment and compensation of them.

91. As set forth herein, Juno and Marco had no intention of ever providing the plaintiffs and putative class members with a 50% stake in Juno, Inc. as they advertised and claimed.

92. As set forth be herein, Juno and Marco had no intention of ever allowing the plaintiffs and the putative class members' RSUs to vest.

93. As set forth herein, Juno and Marco had no intention of ever offering the plaintiffs and the putative class members fair market value for their RSUs.

94. In furtherance of this scheme and/or fraud, Juno and Marco did delay and/or fail to provide RSU Plan documents and earnings statements to its drivers. When Plaintiffs and the putative class members emailed Juno's Driver Support department or Marco personally for information about the RSU Plan, how many RSUs they had earned to that date, and how the RSUs were being calculated and allocated, Juno personnel and Marco universally responded to the effect that "The RSU Plan is still being finalized. We expect to have more information for you shortly."

95. Between the July 23, 2016 RSU Grant Date and its April 26, 2017 email to all Drivers titled "JUNO & GETT ARE JOINING FORCES!" Juno never informed Plaintiffs and putative class members how many RSUs they had earned during that period of time nor how the RSUs were being calculated and allocated.

96. In its April 26, 2017 email to Drivers, Juno stated "Juno has also decided to make payments to drivers in connection with the termination of the Juno RSU program to reflect each driver's contribution to Juno. Since you are currently eligible to earn [x] RSU's under the RSU program, you will be eligible to receive a payment of $[$y$], subject to certain conditions." Despite claiming to have relied upon an "independent valuation report that Juno obtained to help allocate

the value received in the transaction across all of the company's stakeholders," Defendants appear to have arbitrarily assigned a significantly diminished and depreciated value to Plaintiffs and putative class members' earned RSUs ($.017 per share). This is significantly less than the $.20 per share valuation Juno and Marco assigned to each RSU a year before it was acquired for $200M and while they were still trying to attract new drivers. Likewise, Defendants consistent failure and/or refusal to articulate how their RSUs were earned (e.g., based on number of active hours, amount of miles driven while active, customer satisfaction ratings, etc.) indicates the lack of a coherent and consistent award strategy.

97. Juno and Marco purposely failed to disclose how and when RSUs were being earned because they did not have a clear plan in how to do so, despite telling Plaintiffs and putative class members that they did. For example,

a. Plaintiff Steven Savader was granted 666 RSUs pursuant to the July 23, 2016 RSU Grant Notice. According to Juno's April 26, 2017 email titled "JUNO & GETT ARE JOINING FORCES!" he was told he had 6,035 RSUs and eligible for a payment of $107.

b. Plaintiff Saif Chaudhry was granted 22,137 RSUs pursuant to the July 23, 2016 RSU Grant Notice. According to Juno's April 26, 2017 email titled "JUNO & GETT ARE JOINING FORCES!" he was told he had 37,763 RSUs and eligible for a payment of $562.

98. In furtherance of this scheme and/or fraud, Juno and Marco continued to advertise, promote, and attract Uber and Lyft drivers to join the Juno service, accumulating approximately 12,000 drivers in New York City alone, despite knowing that it would be unlawful to compensate its drivers with equity in the company and/or distribute RSUs to Drivers.

99. Upon information and belief, Juno's equity compensation program violated state and federal securities laws, rules and regulations, including but not limited to Section 5 of the Securities Act of 1933 et seq. (Securities Act) as Juno failed to register same with the SEC or seek an exemption, Sections 12(g) and 12h-1(f) of the Securities Exchange Act of 1934 (Exchange Act) as Juno failed to register same under the Exchange Act, and New York's blue sky laws as Juno failed to register or qualify same with the State.

100. Beginning in or about February 2016, Juno commenced a mass media and public relations campaign designed to induce Uber and Lyft's highest rated drivers to leave and/or reduce their commitment to Uber and Lyft and join Juno's effort to carve out a piece of Uber and Lyft's overwhelming New York City market share. Intending for their statements to reach potential drivers, Juno and Marco repeatedly told Uber and Lyft drivers that they had designed a compensation platform that makes them owners of Juno, Inc. and gives them a financial interest in the success of Juno. Juno portrayed itself as the "good guy" to Uber and Lyft as those companies took a higher commission on Fares, did not allow drivers to receive gratuities, and did not treat their drivers fairly.

101. Among the written representations Juno made to its drivers was a series of alerts displayed in the Juno App. One such alert advised:

> *Juno Restricted Stock Units (RSUs)*
>
> *When Juno was created, half of the founding shares were reserved for drivers. Every three months, we allocate 25,000,000 Juno Restricted Stock Units (RSUs) to drivers. Each RSU may become one Juno common stock if certain conditions are met in the future. These include meeting minimum service requirements and the occurrence of an IPO or acquisition of Juno within 7 years of the draft date.*
>
> *The more you drive, the more RSUs you earn.*

102. In his media appearances and public statements, which Marco intended to be widely disseminated and reach existing Uber and Lyft drivers, Marco repeatedly attributed Juno's success and appeal to the fact that it was "driver friendly" and had a corporate culture centered on improving the lives of its drivers by making them true partners in the success of the company.

103. While outwardly representing Juno to the public and drivers as the socially-conscious, "driver friendly" rideshare alternative to Uber and Lyft (e.g., lower commissions, tipping allowed, profit sharing system, etc.), Juno was operating in violation of applicable law and was using funds improperly withheld/converted from its drivers (e.g., sales tax and Black Car Fund) to demonstrate higher profits and short-term growth to would-be investors and raise its profile for potential acquisition.

104. Juno and Marco were aware that Juno's success hinged on finding enough people to drive (whether they come from Uber or Lyft or join as first-time drivers) and so they crafted a public strategy of promoting Juno as a socially-conscious, driver-friendly, life-changing adjustment to Uber and Lyft's business models, which proved successful in attracting many of Uber and Lyft's 4+ star rated drivers and customers in New York City. Throughout this period, Juno and Marco claimed that Juno's rapid success was due to the fact that it recruited the best of Uber and Lyft's drivers and their Riders came along because they wanted to use a service that treated the drivers better. In reality, Juno's profits and growth were inflated by Juno's practice of using the driver's money to pay sales tax and the Black Car Fund, which was Juno's responsibility to collect from the Rider and pay to the appropriate authorities.

105. Juno and Marco's false and misleading statements regarding Juno's RSU Plan and its socially-conscious, driver-friendly adjustment to Uber and Lyft's business models induced the

plaintiffs and putative class members to focus their time and resources to driving for Juno at the expense of Uber and Lyft. In doing so, the plaintiffs and putative class members believed that they would be accruing RSUs and acquiring a real stake in Juno. However, Juno and Marco failed to disclose the very meaning of the RSU Plan, the legality of same, the value of the RSUs, and that Juno's success was inflated on the backs of the plaintiffs and putative class members.

106. In response to direct inquiries from the plaintiffs and putative class members, Juno and Marco assured the Class that they were working with regulators to comply with all applicable rules and regulations regarding the RSU Plan.

107. In response to direct inquiries from the plaintiffs and putative class members, Juno and Marco assured the Class that they were properly calculating the driver's share of each completed transaction.

108. Juno and Marco knew or had reason to believe that the statements they made publicly and privately to the plaintiffs and putative class members misrepresented and/or omitted material facts.

109. Juno and Marco must account to the plaintiffs and putative class members for all sums of money and for all benefits received by them and/or their nominees at the expense of the plaintiffs and putative class members, by way of profit or dividend or in any other manner whatsoever with respect to Gett's acquisition of Juno and the termination of the RSU Plan.

110. Juno and Marco's misconduct, mismanagement and misappropriation of the RSU Plan harmed the plaintiffs and putative class members.

111. Juno and Marco breached their fiduciary duty to the plaintiffs and putative class members.

112. Juno and Marco engaged in fraudulent and/or other unlawful activity directed at the plaintiffs and putative class members.

113. Juno and Marco acted in self-dealing and greed and at the expense of the plaintiffs and putative class members.

114. Juno and Marco failed to truthfully and faithfully account the interests of the plaintiffs and putative class members in financial documents submitted to investors, corporate auditors, government officials, and the drivers.

115. Juno and Marco failed to truthfully and faithfully account the interests of the RSU Plan in financial documents submitted to investors, corporate auditors, government officials, and the drivers.

116. The offering, implementing, and administering of the RSU Plan was unlawful.

117. Juno and Marco have failed to redress the plaintiffs and putative class members' claims regarding the valuation of their RSUs.

118. As a result of the foregoing, Plaintiffs and the putative class members have been damaged.

119. As a result of the defendants' misrepresentations and fraudulent conduct, the plaintiffs and the putative class members suffered pecuniary losses.

AS AND FOR A SECOND CAUSE OF ACTION

NEGLIGENT MISREPRESENTATION

120. Plaintiffs repeat the allegations in the foregoing paragraphs as if fully set forth herein.

121. Juno and Marco enjoyed a special or privity–like relationship imposing a duty on them to impart correct information to the plaintiffs and putative class members when

discussing the prospects of a sale of the company and the drivers expected earning in exchange for their shares upon a sale.

122. Juno and Marco in violation of that duty provided incorrect and incomplete information.

123. The plaintiffs and putative class members reasonably relied on the information and half-truths.

124. As a result of Juno and Marco's misrepresentations and omissions, the plaintiffs and the putative class members suffered pecuniary losses.

AS AND FOR A THIRD CAUSE OF ACTION

BREACH OF CONTRACT

125. Plaintiffs repeat the allegations in the foregoing paragraphs as if fully set forth herein.

126. Plaintiffs bring this Claim on behalf of themselves and putative class members.

127. Pursuant to Paragraph 3.1(b) of defendant Vulcan Cars' two (2) Independent Contractor Driver Agreements with Plaintiffs and the putative class members dated December 2, 2015 and November 29, 2016, Vulcan Cars was not permitted to "withhold any income or other federal, state or local taxes from any payments made to Driver, nor shall it be required in any manner to pay any such taxes on behalf of Driver."

128. Pursuant to Paragraph 7.1 of defendant Vulcan Cars' two (2) Independent Contractor Driver Agreements with Plaintiffs and the putative class members dated December 2, 2015 and November 29, 2016, Vulcan Cars agreed to pay Plaintiffs and the putative class members "for each instance of completed Transportation Services provided to a Rider that is obtained via the Juno Services (a "Ride"). Payment to you for providing Transportation Services

is calculated as detailed by the Company for applicable Territory in the Company FAQs in the Driver App or on its website (the "Pay Structure")."

129. Pursuant to Paragraph 10.3 of defendant Vulcan Cars' two (2) Independent Contractor Driver Agreements with Plaintiffs and the putative class members dated December 2, 2015 and November 29, 2016, the parties "agree that [Vulcan Cars] shall have no liability for, and shall not provide, workers' compensation coverage for you or any of your employees or agents for any injuries sustained while performing any Transportation Services pursuant to this Agreement."

130. Pursuant to defendant Vulcan Cars' Pay Structure, Plaintiffs and putative class members were not responsible for paying New York State sales tax, New York City sales tax, and Black Car Fund (worker's compensation for the drivers).

131. Pursuant to law, New York State sales tax, New York City sales tax, and Black Car Fund attributable to each Fare were to be due and collected by defendants Vulcan Cars, Juno, Inc. and/or Juno USA from the Rider.

132. Pursuant to law, defendants Vulcan Cars, Juno, Inc. and/or Juno USA were to collect 2.5% of the Gross Fare (less tolls) from the Rider for the Black Car Fund.

133. Pursuant to law, defendants Vulcan Cars, Juno, Inc. and/or Juno USA were to collect 8.875% of the Gross Fare (less tolls) from the Rider for New York State and New York City sales tax.

134. Despite the foregoing, defendants Vulcan Cars, Juno, Inc. and/or Juno USA improperly collected New York State sales tax, New York City sales tax, and Black Car Fund from the plaintiffs and putative class members.

135. Despite the foregoing, defendants Vulcan Cars, Juno, Inc. and/or Juno USA improperly reduced the plaintiffs and putative class members' compensation per Fare by the amount due for New York State sales tax, New York City sales tax, and Black Car Fund. By way of example, Juno sent the following Fare breakdown to its Driver:

Gross Fare (including Surge 20%)	$43.67
Juno Commission 10%	-$4.37
Sales Tax	-$3.48
Black Car Fund	-$0.96
Compensation to Driver	$34.86

In this representative example, $4.44 (the sales tax and Black Car Fund) was improperly collected from the Driver.

136. Alternatively and/or concurrently, defendants Vulcan Cars, Juno, Inc. and/or Juno USA were improperly including the sales tax and Black Car Fund in the Gross Fare and, therefore, inflating their commission by 10% of that amount. In the representative example above, Juno improperly included $4.44 (the sales tax and Black Car Fund) in the Gross Fare, thus inflating Juno's commission by $.52. On a $39.62 Gross Fare, Juno's commission should have been $3.92 – not $4.44. As a result, Juno's commission was inflated beyond the amount set forth in the applicable agreement, to the financial detriment and pecuniary loss of the plaintiffs and putative class members.

137. The improper calculation of Juno's commission based upon the Gross Fare, which improperly included taxes and ancillary fees (e.g., sales tax and Black Car Fund), resulted in defendants Vulcan Cars, Juno, Inc. and/or Juno USA receiving an inflated commission from the plaintiffs and putative class members, which constitutes a breach of contract.

138. As a result of the foregoing breaches of contract, the plaintiffs and putative class members have been damaged and are entitled to restitution for any and all monies improperly calculated by defendants and withheld from the plaintiffs and putative class members.

AS AND FOR A FOURTH CAUSE OF ACTION

BREACH OF THE COVENANTS OF GOOD FAITH AND FAIR DEALING

139. Plaintiffs repeat the allegations in the foregoing paragraphs as if fully set forth herein.

140. The Independent Contractor Driver Agreements of December 2, 2015 and November 29, 2016 imposed upon defendant Vulcan Cars a duty of good faith and fair dealing in its performance and enforcement of the terms of the agreements.

141. The 2016 Restricted Stock Unit Plan and Restricted Stock Unit Award Agreement imposed upon defendant Juno, Inc. a duty of good faith and fair dealing in its performance and enforcement of the terms of the agreements.

142. In contravention thereof, defendants Juno, Inc. and Vulcan Cars opportunistically breached those duties in an attempt to avoid the expectations of the plaintiffs and putative class members.

143. In contravention thereof, defendants Juno, Inc. and Vulcan Cars failed to act in a fair and equitable manner.

144. In contravention thereof, defendants Juno, Inc. and Vulcan Cars acted in bad faith.

145. In contravention thereof, defendant Juno, Inc. acted with subterfuge and evasive conduct.

146. In contravention thereof, defendant Juno, Inc. took specific steps and actions to undermine the relationship between Juno and its Drivers, to avoid and/or deny the spirit of the RSU Plan, and to diminish the value of the Drivers' RSUs.

147. In contravention thereof, defendant Vulcan Cars unlawfully converted each Driver's due compensation by miscalculating and/or inflating Juno's commission based upon a gross fare that improperly included sales tax and Black Car Fund.

148. In contravention thereof, defendant Vulcan Cars unlawfully converted each Driver's due compensation by deducting sales tax and Black Car Fund from same.

149. As a result of the foregoing breaches of the covenants of good faith and fair dealing, the plaintiffs and putative class members have suffered economic losses.

AS AND FOR A FIFTH CAUSE OF ACTION

DECEPTIVE BUSINESS PRACTICES

150. Plaintiffs repeat the allegations in the foregoing paragraphs as if fully set forth herein.

151. Gen. Bus. Law §349 prohibits deceptive acts or practices in the conduct of any business, trade or commerce or in the furnishing of any service in the State of New York.

152. Gen. Bus. Law §350 prohibits false advertising in the conduct of any business, trade or commerce or in the furnishing of any service in the State of New York.

153. Based on the foregoing, Defendants engaged in consumer-oriented conduct that is deceptive or misleading in a material way which constitutes false advertising in violation of Section 350 of the New York General Business Law.

154. Defendants' false, misleading and deceptive statements and representations of fact consisted of statements appearing on Juno's website, in written materials given to and viewed by

the plaintiffs and putative class members, and in oral statements to the plaintiffs and putative class members. These statements included but were not limited to that Drivers would earn equity shares in Juno, Inc., redeemable in the event of a sale or IPO, and subject to equal treatment as the founders' shares in terms of dilution, when switching from Uber or Lyft to Juno and either (a) working at least 120 hours per month for Juno or (b) accepting Juno's sign-up bonus of $100 in RSUs ("Misrepresentations").

155. Defendants' false, misleading and deceptive statements and representations of fact, including but not limited to the Misrepresentations, were directed to the plaintiffs and putative class members. Further, they were and are advertising in connection with the furnishing of services in the State of New York.

156. Defendants' false, misleading and deceptive statements and representations of fact, including but not limited to the Misrepresentations, were likely to mislead a reasonable driver acting reasonably under the circumstances.

157. Defendants' false, misleading and deceptive statements and representations of fact, including but not limited to the Misrepresentations, resulted in the drivers' financial injury and/or has harmed the public interest.

158. As a result of Defendants' false, misleading and deceptive statements and representations of fact, including but not limited to the Misrepresentations, Plaintiffs and putative class members have suffered and continue to suffer economic injury.

159. Plaintiffs and the Proposed Class suffered an ascertainable loss caused by Defendants' misrepresentations when they: chose to receive $100 in RSUs instead of cash; chose to spend time interviewing and training to become Juno drivers at the expense of spending that time driving and earning money as Uber drivers; ended up earning less money working for Juno

in comparison to their time previously at Uber; and suffered embarrassment and damage to their reputation as they were the face of Juno and always espoused how great Juno's profit sharing plan was for the drivers.

160. By virtue of the conduct alleged in the paragraphs above, Plaintiffs have shown Defendants repeatedly and persistently engaged in deceptive acts/practices and false advertising, in violation of Gen. Bus. Law §§349 and 350.

161. On behalf of themselves and other members of the Proposed Class, Plaintiffs seek to: enjoin the unlawful acts and practices described herein; to recover their actual damages or five hundred dollars, whichever is greater; to recover statutory treble damages; and to recover statutory attorneys' fees and costs.

WHEREFORE, Plaintiffs respectfully request that the Court:

a. Issuing an order certifying the Class and subclass\ defined above, appointing the Plaintiffs as Class representatives, and designating their Attorneys as Class Counsel.

b. For an order declaring the Defendant's conduct violates the statutes referenced herein;

c. For an order finding in favor of Plaintiffs and the Proposed Class;

d. For compensatory and punitive damages m amounts to be determined by the Court and/or jury;

e. For prejudgment interest on all amounts awarded;

f. For an order of restitution and all other forms of equitable monetary relief;

g. For injunctive relief as pleaded or as the Court may deem proper; and

h. For an order awarding Plaintiffs and the Proposed Class their reasonable attorneys' fees and expenses and costs of suit.

Dated: New York, New York
October 17, 2017

Respectfully Submitted,

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Attorneys for Plaintiffs and Putative Class Members

VERIFICATION

STATE OF NEW YORK)
) **ss:**
COUNTY OF KINGS)

STEVEN SAVADER, being duly sworn deposes and says:

That deponent is the plaintiff in the within action; that deponent has read the foregoing **COMPLAINT** and knows the contents thereof, that same is true to deponent's own knowledge, except as to the matters therein stated to be alleged upon information and belief, and that as to those matters deponent believes to be true.

STEVEN SAVADER

Sworn to before me this 17th
day of October, 2017

NOTARY PUBLIC

GLORIA FONTE
Notary Public, State of New York
No. 01FO6192290
Qualified in Kings County
Commission expires August 25, 2020

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

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MOHAMMED RAZZAK, JUAN ARVELO, SAIF CHAUDHRY, and STEVEN SAVADER, on behalf of themselves and others similarly situated,

Index No.

Plaintiffs,

-against-

JUNO, INC., JUNO USA, LP, VULCAN CARS LLC, and TALMON MARCO,

Defendants,

----------X

SUMMONS AND COMPLAINT

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Signature (Rule 130-1.1-a)

/s/
PHILIP M. HINES, ESQ.

Dated: October 17, 2017