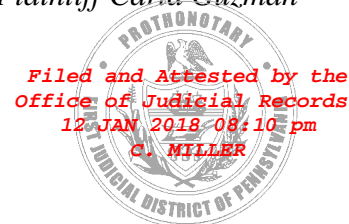


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Attorney for Plaintiff Carla Guzman



**IN THE COURT OF COMMON PLEAS
PHILADELPHIA COUNTY, PENNSYLVANIA**

| | | |
|-------------------------------------|---|-------------------------------|
| ----- | X | |
| CARLA GUZMAN, | : | Civil Action No. _____ |
| | : | |
| Plaintiff, | : | TERM _____, 2018 |
| | : | |
| - vs. - | : | COMPLAINT |
| | : | |
| UBER TECHNOLOGIES, INC., RAISER-PA, | : | JURY TRIAL DEMANDED |
| LLC, and JANE DOE (UBER DRIVER), | : | |
| | : | |
| Defendants. | : | |
| ----- | X | |

| NOTICE | AVISO |
|---|---|
| <p>You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after the complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.</p> <p>YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.</p> <p>PHILADELPHIA BAR ASSOCIATION Lawyer Referral and Information Service 1101 Market Street, 11th Floor Philadelphia, Pennsylvania 19107 (215) 238-1701</p> | <p>Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notification. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notification. Ademas, la corte puede decidir a favor del demandante y require que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.</p> <p>LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.</p> <p>ASOCIACION DE LICENCIADOS DE FILADELFIA Servicio De Referencia E Informacion Legal 1101 Market Street, 11th Floor Filadelfia, Pennsylvania 19107 (215) 238-1701</p> |

Plaintiff Carla Guzman (“Plaintiff”), through her undersigned attorneys, hereby files this Complaint and Jury Demand against Defendants Uber Technologies, Inc. and Rasier-PA, LLC (collectively “Uber”), and Defendant Jane Doe (“Uber Driver”) (collectively “Defendants”).

I. INTRODUCTION

1. Uber is a global online transportation company headquartered in San Francisco, California. Uber is the creator and provider of the Uber app (“App”), a downloadable software application that allows consumers to request a taxi-like ride with the push of a button on a smartphone. Once a consumer requests a ride, a nearby Uber driver “accepts” the request and the App displays an estimated time of arrival for the Uber driver to arrive at the consumer’s pickup location. The App also notifies the consumer when the driver is about to arrive and it provides general information about the driver (e.g., first name, vehicle type, and license plate number). The passenger then enters the preferred destination, which the passenger can do before or during the ride. Upon arriving at a destination, the passenger exits the vehicle and the fare is automatically calculated and charged to the payment method linked to the passenger’s Uber account—typically a credit card. Uber keeps a percentage of the fare paid by the passenger.

2. At first blush, Uber sounds fantastic. From a business perspective, the App eliminates the need for dispatchers and cuts down on wasteful time that full-time cab-drivers might spend driving around looking for fares. For the consumer, the experience is supposed to be easy, convenient, and completed entirely through the App. But a deeper assessment reveals that Uber’s service inherently puts consumers at serious risk, and the company has sacrificed passenger safety to realize rapid and global expansion.

3. Since Uber launched in 2010, the number of reported serious incidents (i.e., issues concerning safety and violence of Uber drivers) has soared to new heights. This is because Uber’s

service provides drivers the opportunity to engage in serious misconduct without detection or meaningful consequence from Uber. Numerous drivers are reported to have trapped passengers inside their vehicles, to have taken passengers on joy rides, to have committed physical and sexual violence, to have driven while intoxicated or impaired by drugs, and to have veered off route and strand passengers in the middle of nowhere.

4. Uber has been—and continues to be—on clear notice that its service functions as a conduit for illicit activity. In the face of such reports, one would expect a company—particularly one with the financial and technological resources of Uber—to make immediate, robust, and meaningful changes to the hiring, screening, training, and monitoring processes to ensure passenger safety.

5. Not Uber. The company, instead, has vigorously fought legislation designed to impose increased safety measures, it has deliberately continued to use inadequate background check systems and screening procedures, and it has failed to implement any real safety measure to monitor drivers before, during, and after they pick-up passengers. Uber takes it one step further by falsely telling consumers its service is entirely safe. Indeed, the company realizes it must inform consumers of purported strong safety measures to induce them to book trips with drivers. In turn, the company claims it “uses technology to keep drivers and passengers safe... which is all backed up by a robust system of pre-screenings of drivers,” and it describes the service as the “*safest ride on the road*” due to its “*rigorous*” and “*industry-leading screening*.”

6. Plaintiff, like other consumers, rely on such representations, which are located on Uber’s website, social media pages, advertisements, and which are repeated by various Uber executives. What Uber does not tell consumers is that it buries in fine print that it cannot exercise any actual control over their drivers while they work (which is false) and that it disclaims any

representation of passenger safety (passengers get in the car at their own risk according to the App's terms and conditions). All of this is directly contrary to Uber's representations to the public in general and to Plaintiff in particular.

7. In short, Uber's claim of safety is a complete and total sham, and Uber knows it. As discussed below, Plaintiff experienced this first-hand. What should have been a routine start to a business trip turned out to be just another nightmare caused by Uber and one of its drivers. Plaintiff brings this lawsuit, which not only seeks compensation for the damage she suffered, but to expose Uber's deceitful pledge about passenger safety.¹

II. PARTIES

8. Plaintiff is an adult female and a citizen of Pennsylvania.

9. Defendant Uber Technologies, Inc. is a Delaware Corporation with its principal place of business at 1455 Market Street, San Francisco, California 94105. Uber operates throughout the United States, including in Philadelphia, Pennsylvania maintaining an office at 7821 Bartram Ave, Philadelphia, PA 19153.

10. Defendant Rasier-PA, LLC is a limited liability company organized and existing under the laws of Commonwealth of Pennsylvania, with its principal at 114 S. 13TH Street, 3rd Floor, Philadelphia, Pennsylvania 19107.

11. Upon information and belief, Defendant Uber Driver—identified as “Rachel” on Plaintiff's receipt—is an individual that resides in Pennsylvania. Indeed, the Uber Driver's vehicle that was used to transport Plaintiff had a Pennsylvania license plate. At all relevant times, the

¹ For example, in April 2017, California regulators sought over \$1,132,500 in fines, and asserted Uber ignored reports of drivers under the influence of drugs or alcohol and frequently allowed drivers facing multiple complaints to keep picking up passengers. In the complaint, the Public Utilities Commission of California asserted it reviewed 154 reports of Uber drivers in a one-year span and found that the company only conducted any sort of investigation in 21 cases; only attempted to contact the driver in 50 cases; and in many cases, the failed to suspend or investigate drivers facing three or more complaints.

Uber Driver was an employee or agent of Uber who acted in the course and scope of her employment, such that Uber is liable for her conduct. At all relevant times, the Uber Driver and Uber were acting under a concert of action and therefore are jointly responsible for causing harm to Plaintiff. As such, all Defendants should be directly or jointly liable for any damages to Plaintiff.

III. JURISDICTION AND VENUE

12. The Court has personal jurisdiction because Uber and Raiser regularly conduct business in this county and the transactions and occurrences that give rise to this lawsuit took place in this county. The Court has personal jurisdiction over Uber and its subsidiaries/alter egos, such as Defendant Rasier. The Court has personal jurisdiction over Uber as it engaged in business in Pennsylvania and has purposefully availed itself of the privilege of conducting business in the Commonwealth and this county.

13. Continuously and systematically, Uber has targeted and marketed its services to Pennsylvania citizens and contracted with residents of Pennsylvania who are drivers and passengers for the purpose of services being provided in Pennsylvania. Further, the claims in this case arise from or relate to Uber's contacts with this Commonwealth such that those contacts are substantially connected to the operative facts of this proceeding.

IV. FACTUAL BACKGROUND

A. Plaintiff Is Taken On A Terrifying Ride by An Irate and Impaired Uber Driver, Forced to Pay A Fine Because The Uber Driver Could Not Pay a Toll, And Is Left Stranded On the Exit Ramp to the Pennsylvania Turnpike With Her Luggage.

14. Plaintiff is a Product Manager for Tetra Pak Inc. Plaintiff travels extensively for work and, until June 2017, utilized Uber on a regular basis. She is married and has two young children.

15. On June 21, 2017, at 12:02a.m., Plaintiff scheduled an Uber ride (through the App) from her residence in Abington, Pennsylvania to the Philadelphia International Airport (“PHL”).

16. To ensure timely arrival, advanced scheduling of transportation to PHL is a practice Uber encourages.

17. Plaintiff selected a pick-up time of 4:20a.m. According to the App, Uber allows drivers a 15-minute grace period or window for scheduled airport pick-ups. Thus, according to the email confirmation Plaintiff received, her pick-up time was between 4:20a.m. and 4:35a.m.

18. Because of Uber’s advertisements and promotional materials, Plaintiff reasonably believed the service was reliable and safe. Plaintiff also believed that Uber would assign a responsible, safe, well-trained driver to the ride.

19. It was not long into that ride, however, that Plaintiff noticed something was very wrong with her driver.

20. At 4:30a.m., Plaintiff was still waiting outside of her residence for the Uber Driver to arrive. In or around this time, Plaintiff noticed a vehicle pass her house and park in front of her neighbor’s residence. Based upon the App’s GPS map, the Uber Driver appeared to be waiting at the wrong location.

21. At 4:33a.m., Plaintiff texted the Uber Driver, identified by the App as “Rachel.” The Uber Driver was unresponsive via text message, so Plaintiff called her at 4:34a.m.

22. Upon approaching the vehicle, Plaintiff asked the Uber Driver to open the trunk to store her suitcase during the ride. Plaintiff then entered the backseat of the vehicle and noticed that the Uber Driver looked disheveled and that the car was a mess. Plaintiff also was immediately hit in the face with a heavy cigarette smoke and smell.

23. As a resident of the Philadelphia suburbs, Plaintiff expected to take toll roads to get to the airport in a prompt and efficient manner. Plaintiff also reasonably believed that the Uber Driver would take fastest route to the airport and that the vehicle would be equipped with “E-ZPass” for tolls.

24. The ride, according to the App, officially started at 4:35a.m. During the first several minutes of the ride, Plaintiff attempted to make small talk with the Uber Driver.

25. As the ride progressed, Plaintiff listened to the Uber Driver’s speech. As her pronunciation was not clear, Plaintiff became increasingly concerned the Uber Driver was intoxicated or impaired.

26. In addition, the Uber Driver’s GPS indicated that she was taking a longer route to PHL. Based on the directions, it also appeared that the Uber Driver was attempting to avoid toll roads.

27. In turn, Plaintiff politely advised the Uber Driver about a more efficient route, and provided directions to get to the highway, namely, the Pennsylvania Turnpike. The Uber Driver capitulated, but became oddly agitated over the simple request and began acting in a deranged fashion.

28. Plaintiff also noticed that Uber Driver had bloodshot eyes, seemed disoriented, and was slurring her speech. The Uber Driver was operating the motor vehicle dangerously, by driving slowly and repeatedly switching lanes.

29. As they approached the Pennsylvania Turnpike, the Uber Driver repeatedly complained about Plaintiff’s suggested route, though due to her rambling speech, Plaintiff could not make out exactly what the Uber Driver was saying or why she was so frantic.

30. As the vehicle reached the on ramp to enter Interstate 276/Pennsylvania Turnpike, the Uber Driver suddenly became enraged. The Uber Driver began screaming at Plaintiff, and repeatedly complained, in a loud, aggressive, and belligerent manner that she did not have an “E-ZPass.”

31. The Uber Driver was paranoid that she was “going to get fined” and was curiously fixated over law enforcement “stopping and searching” her vehicle.²

32. It was in this moment that Plaintiff’s suspicions were confirmed – the Uber Driver clearly was intoxicated or impaired by drugs or alcohol drugs.

33. At this juncture, Plaintiff began to panic as she realized she was in grave danger. Fearing for her safety and not wanting to provoke the Uber Driver, Plaintiff attempted to reason with the Uber Driver and to calm her down, stating, “Rachel don’t worry, I will pay for the toll fine, you won’t get in trouble; I promise you it will be fine.”

34. The Uber Driver responded in an aggressive tone, “Show me the money right now to pay the toll or I will drop you off here,” though at this point the vehicle was already on the Pennsylvania Turnpike. Again, attempting to defuse the situation, Plaintiff responded, “I don’t have it in cash but as soon as I get to the airport I will withdraw it and give it to you.” Alarming, the Uber Driver said, “no, show me the money now.”

35. At 4:46 a.m., the Uber Driver decided to exit the turnpike at the “PA TURNPIKE PLAZA 339 FT. WASHINGTON.”

² Uber’s system is designed so that toll charges are automatically applied to the passenger’s fair through the App.

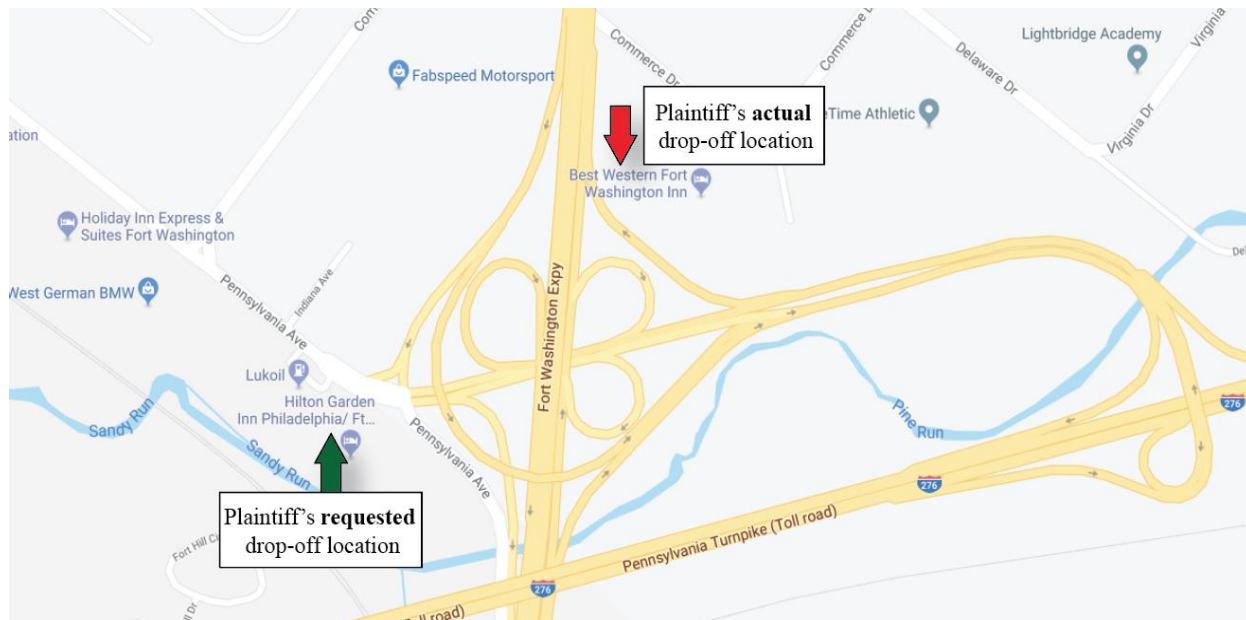


36. The Uber Driver stopped at the toll booth, telling Plaintiff, “you talk to [the toll collector] and pay the fine.” Plaintiff thus explained to the toll booth collector that the Uber Driver did not have an E-ZPass and that they were coming from the previous turnpike entry.

37. The toll collector advised that, because the Uber Driver did not have a “toll ticket,” they had to pay a fine. The toll collector also provided a customer claim report so Plaintiff could explain the situation to the toll authority and get reimbursed. Plaintiff paid the \$41.05 fine and toll with her debit card.

38. Immediately after leaving the toll booth, the Uber Driver told Plaintiff she was canceling the ride and threatened to drop Plaintiff off immediately. Plaintiff shrieked, “we are on the highway!” and frantically begged the driver *not* to stop in the middle of the Pennsylvania Turnpike. Plaintiff calmly asked the Uber Driver to drop her off at the nearest safe location.

39. Plaintiff quickly searched the map on her phone which showed that the Hilton Garden Inn, Fort Washington, Pennsylvania was close by.



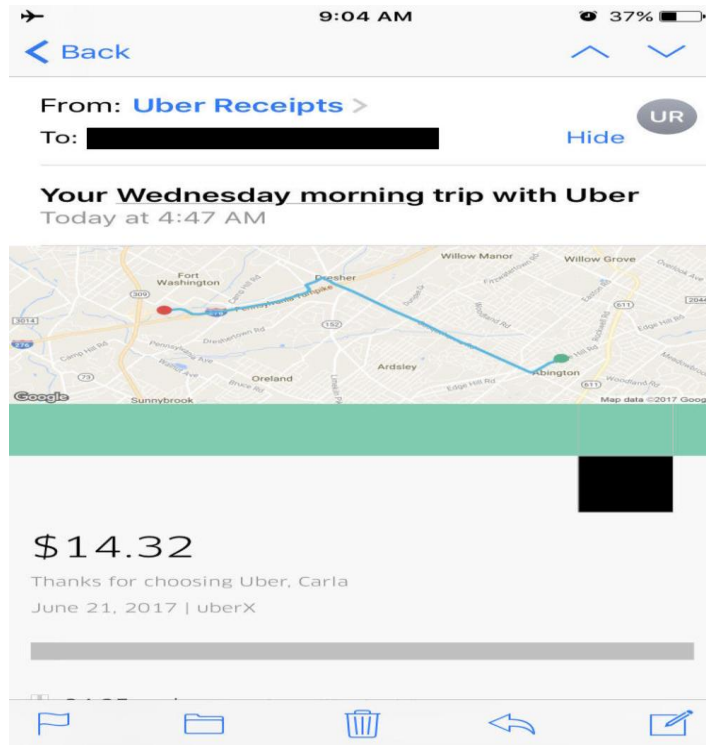
40. The Uber Driver inexplicably refused, and became even more incensed, screaming and cursing at Plaintiff while banging her hands on the steering column.

41. The Uber Driver continued to yell at Plaintiff “for going on the highway without an EZPass,” and while continuing to drive on the highway, repeatedly threatened to force Plaintiff to exit the vehicle. It was now 4:47 in the morning.

42. Shocked and terrified, at this point, Plaintiff did not care about arriving at the airport in time for her flight. Plaintiff simply wanted to get out of the vehicle safe and sound. Plaintiff began to panic as she realized she was in an extremely dangerous situation.

43. The Uber Driver then started driving toward the on-ramp to PA Route 309, which was in the opposite direction to the PHL, and told Plaintiff she was going to drop her off “at the next exit.”

44. When Plaintiff told the Uber Driver “the next exit is 20 minutes away,” the Uber Driver abruptly stopped the vehicle and belligerently demanded that Plaintiff “get out.”



45. Fearing for her safety if she did not comply, Plaintiff opened the door and began to take her suitcase out of the trunk. The Uber Driver then drove away as Plaintiff grabbed her luggage, leaving Plaintiff stranded on the side of the Pennsylvania Turnpike Exit Ramp and Entrance to Highway 309.



46. Plaintiff's mind raced as she scoured her surroundings to find her way to safety. Visibility was poor and vehicles could not see Plaintiff while entering the ramp.

47. Cars came so close to Plaintiff that she could feel the wind from the vehicles as they passed her, which was so strong that it pushed Plaintiff back to the side of the road.

48. Plaintiff then scrambled a quarter-mile in the dark alongside the exit ramp for the Pennsylvania Turnpike, carrying multiple pieces of luggage as cars flew by a blind curve at high rates of speed.

49. Plaintiff looked around and saw in the distance on the other side of a tall fence was a Best Western Hotel, located at 285 Commerce Drive, Fort Washington, Pennsylvania 19034 (the "Best Western Hotel").

50. As if the situation was not harrowing enough, to make it to that hotel, Plaintiff had to toss her luggage over a six-foot fence and scale it to get to the other side.



51. Plaintiff finally arrived at the Best Western Hotel, entering through the lobby, and asked if the individual at the front desk could call her a taxi to the airport.

52. At 5:08a.m., Plaintiff took a cab to PHL. When she arrived at the gate, Plaintiff had an emotional breakdown. Plaintiff was emotionally distraught as she realized that the convenience of Uber's services was not worth the risk in which Uber places its passengers.

Plaintiff also realized that she was helpless on that ride, as Uber does not have procedures in place to prevent or address situations like this.

53. Plaintiff was too mentally and emotionally distressed to participate in any work meetings for the rest of that day and took time off for personal reasons.

54. To make matters worse, after Plaintiff reported this incident to Uber, the company could not have cared less. ***Incredibly, to date, Uber has not even reimbursed Plaintiff for the toll/fine she paid on June 21, 2017.***

55. Further, Uber's representatives sent stock responses indicating the incident was "concerning" but never even bothered (despite representing they would) to follow-up with Plaintiff regarding her terrifying ordeal.

56. Plaintiff filed a "claim" through the App, to report the situation and to make Uber aware of the intoxicated driver and her harrowing experience.

57. Specifically, Plaintiff sent three messages to Uber on June 21, 2017 and only received one same-day response.

58. Plaintiff's first message on June 21, 2017 was as follows:

MY DRIVER DIDN'T HAVE A TOLL PASS

Toll Location: Pa turnpike fare receipt plaza 339 ft. Washington

Toll Amount: 41.05

How Much Did You Pay? 41.05

Share Additional Details: The driver threatened me to dropped me off on the side of the highway if I didn't pay for her toll, which I did and she dropped me off either way."

59. When Plaintiff did not receive a response from Uber to her first complaint on June 21, 2017, she wrote again:

MY DRIVER DROVE DANGEROUSLY

Share Details: The driver was noticeable intoxicated, could barely speak, car smelled like cigarettes, and acting erratic.

60. Again receiving no response, Plaintiff wrote the following to Uber on June 21, 2017:

I WANT TO REPORT A SAFETY CONCERN

Date of Trip: 2017-06-21

Time of Trip: 4:46am

Was Anyone Injured?: Not injured but in jeopardy

Share Additional Details: The driver kicked me out of the car in a highway in the middle of nowhere. Driver intoxicated. Acting erratic

61. Almost an hour after Plaintiff's first complaint, Uber responded to Plaintiff's "MY DRIVER DROVE DANGEROUSLY" email, through a representative named "Lester":

Thank you for reaching out, Carla.

What you described here is concerning and we want to make sure that it's handled appropriately. A member of our team will be in touch with you shortly to discuss this matter further. We appreciate your patience. If you have anything further to share in the meantime, please reply back and let us know.

62. Other than this communication from "Lester," Plaintiff received no reply from Uber on June 21, 2017.

63. The next day, June 22, 2017, Plaintiff received vague responses to her remaining complaints from varying Uber representatives.

64. An Uber representative named "Shay" responded to Plaintiff's "I WANT TO REPORT A SAFETY CONCERN" email:

Hi Carla,

We're sorry to hear about the experience you described on this trip. Can you please provide additional information so that we can look into this on our end?

We want you to know that Uber prohibits the use of drugs or alcohol while driving on the Uber platform. We take these types of allegations seriously and are looking further into this to determine if this partner will lose access to the Uber platform.

65. Thereafter, an Uber representative named “RD” responded to Plaintiff’s “MY DRIVER DIDN’T HAVE A TOLL PASS” email:

Thank you for reporting this, Carla.

We’re sorry to hear about the experience you described with your driver.

We are committed to a safe, respectful, and comfortable experience for everyone who uses Uber. As a result of your report, we will be re-evaluating this driver’s access to the Uber app. Also, as a one time exception, I’m adding \$41.05 Uber credit to account for the excess cash that was exchanged outside the Uber system. You will see this amount if you go to the Payment section in the app.

While your Uber credit will apply automatically on your next trip by default, you can toggle credit On or Off after you’ve set your destination and before you select your vehicle option.

Please keep in mind that our system is designed in such a way that toll charges are automatically applied to your fare. If the toll is not included in error, your driver can get in touch with us here and we can manually add the toll to the fare.

Moving forward, please check with your receipt to get a confirmation of the fare for the trip and any toll charges included.

Thank you again for taking the time to share this with us. Your feedback is very important. We want to make sure we address all of your concerns so please let us know if you have anything further to share about this incident.

66. Uber’s final communication with Plaintiff on June 22, 2017 came from a representative named “MJ” replying to Plaintiff’s “MY DRIVER DROVE DANGEROUSLY” email:

Thank you for reaching out, Carla.

We have reviewed your info. It looks like another Uber Customer Service Representative, Maria Rida,³ has previously helped you resolve this issue.

As mentioned in previous email sent to you, we have credited the toll amount you paid on the this trip. We are also re-assessing its use of the Uber app. We appreciate you sending us the feedback to make sure Uber is safe for you and for other users of the platform. We don't tolerate this kind of behavior and make sure to take necessary actions.

Please let us know if you have questions.

67. Despite Uber's artificial concern, Plaintiff never heard from Uber again in connection with an investigation or to be interviewed. Moreover, Uber never advised Plaintiff whether the driver was suspended or banned from the App. Other than the aforementioned communications, Plaintiff was not contacted by any Uber representative ever again to address her complaints.

68. Then, several months after Plaintiff filed a complaint against Uber with the Commonwealth of Pennsylvania Public Utility Commission ("PUC"), Uber falsely responded by claiming "at all times ... [Uber] ... provided adequate, efficient, safe, and reliable Transportation] to ... [Plaintiff]" and it was without "information" to verify Plaintiff's complaints.

69. In essence, although it had over three months to investigate, the events that transpired were so insignificant to Uber it admittedly still had not gotten to the bottom of what happened with its driver during Plaintiff's Uber ride.

70. On August 28, 2017 Plaintiff filed a complaint against Uber with the Commonwealth of Pennsylvania Public Utility Commission ("PUC") in connection with her June 21, 2017 experience.

³ To Plaintiff's knowledge, she never so much as spoke with anyone named Maria Rida, let alone being "previously helped" by her – nor do any of the messages Plaintiff received from Uber indicate that she spoke to someone with that name.

71. On or about October 10, 2017, Defendants' Answer, New Matter and Preliminary Objections were filed with the PUC.

72. As expected, in its answer, Uber denied that it provides motor carrier services and instead offered that it provides "transportation network company ("TNC") services.

73. Uber also stated "at all times relevant to ... [Plaintiff's PUC Complaint, Uber] ... provided adequate, efficient, safe, and reliable TNC service to ... [Plaintiff] in accordance with the Public Utility Code, the Commission's regulations, and the Company's tariff on file with the Commission."

74. Amazingly, Uber admitted in its PUC Answer that "after reasonable investigation, the Company is without information or knowledge sufficient to form a belief regarding ... [Plaintiff's claims]."

75. In essence, although it had over three months to investigate Plaintiff's complaints, the events that transpired were so insignificant to Uber that by the time it filed its PUC Answer, it still had not gotten to the bottom of what happened with that driver during Plaintiff's June 21, 2017 Uber ride.

76. Indeed, despite its empty safety pledges, Uber cared so little about what happened to Plaintiff that the first time Plaintiff even learned the driver was allegedly suspended from the App was by Uber's attorney in discussions pertaining to Plaintiff's PUC action, months later.

77. Further, to this day, Uber still has not shared with Plaintiff the full identity of the Uber driver, so Plaintiff continues to only know her as "Rachel."⁴

78. Unfortunately, Plaintiff's experience is just par for the course for Uber and a cost of conducting its business.

⁴ Whether this is because Uber itself is unsure of the driver's identity or if it is withholding such information remains to be seen.

B. Uber Drivers Are Employees, Not Independent Contractors

79. Uber is rapidly expanding. As of this year, the service is available in over 66 countries and 545 cities worldwide. It is projected that the Company will generate billions of dollars in revenue this year alone.⁵

80. This is because almost *anyone* can be an Uber driver, which is a central part of the company's marketing scheme. As shown on the company's website:



Make good money. Got a car? Turn it into a money machine. The city is buzzing and Uber makes it easy for you to cash in on the action. Plus, you've already got everything you need to get started.



Drive when you want.

Need something outside the 9 to 5? As an independent contractor with Uber, you've got freedom and flexibility to drive whenever you have time. Set your own schedule, so you can be there for all of life's most important moments.



No office, no boss.

Whether you're supporting your family or saving for something big, Uber gives you the freedom to get behind the wheel when it makes sense for you. Choose when you drive, where you go, and who you pick up.

81. Upon information and belief, Uber employs more than a million drivers. Uber takes a fee ranging between twenty and thirty percent of every ride charged to customers.

⁵ Uber has attempted to insulate itself by setting up an elaborate system of subsidiary companies. One of those entities is Rasier-PA, LLC, which is nothing more than an alter ego of Uber. Upon information and belief, Uber created Rasier, and drivers (such as the driver in this case) sign an agreement with Rasier (not Uber). As part of that agreement, when passengers are transported and a fee is earned, part of the fee goes to the driver and part allegedly goes to Rasier. Uber allows the passengers to be misled by not making clear that the driver purports to be affiliated with Rasier. Uber's efforts to disclaim its drivers as employees are unavailing. Uber's subsidiaries are, as a matter of law, Uber's alter egos. Uber retains control of its drivers such that the drivers are clearly Uber's agents or employees for purposes of liability.

82. Uber holds itself out as nothing more than a technological platform designed simply to enable consumers to have easy access to transportation; the reality is, Uber is involved in virtually every aspect of the operation and retains significant control over its drivers.

83. When Uber agrees with a passenger via the App to carry out transportation, Uber's drivers transport the passenger to a certain location. The fact that Uber utilizes software to contract with consumers does not alter the conclusion that its business is one of transportation provider.

84. Uber Drivers are "agents" or "employees" of Uber, the "principal" in the relationship.

85. Uber labels itself a "technology platform" company rather than a "transportation" company, this self-serving phrase is nothing more than a legal fiction employed to avoid liability for driver conduct.

86. At all relevant times, Uber's drivers are acting pursuant to Uber's control and serve to carry out transportations services on Uber's behalf.

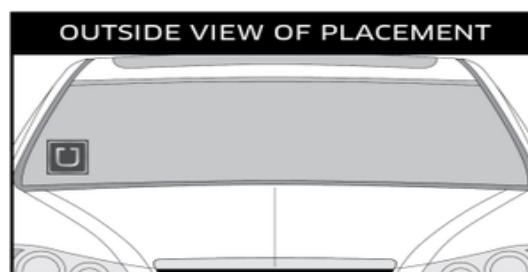
87. Upon information and belief, as a matter of policy, Uber maintains strict control over its drivers including, but not limited to, proper and desirable conduct in dealing with passengers, optimal routes and travel times, fee arrangements and pricing, and vehicle maintenance requirements.

88. Uber drivers are specifically instructed on proper conduct and standards expected by Uber through instructional videos, handbooks, and training sessions.

89. Failure to follow the mandatory standards leaves drivers subject to poor ratings and reviews, diminished access to fares and a lock-out from the App - tantamount to termination of the driver's employment with Uber. For example, upon information and belief:

- a. Uber has the discretion to fire its drivers for any reason and at any time.

- b. Drivers are not charged a fee by Uber to apply to become employees.
- c. Drivers are not charged a fee to download the App or to receive notifications of rides requested via the App.
- d. Uber recently announced that drivers will have guaranteed earnings.
- e. Fare prices for rides are set exclusively by Uber and drivers are not permitted to negotiate with customers.
- f. Uber controls its drivers' contact/customer list and drivers are not permitted to book Uber customers unless it is through the App.
- g. Uber requires its drivers to accept all ride requests when the drivers are logged into the App. Drivers that reject too many ride requests risk facing discipline, including suspension or termination.
- h. Uber has a dress code for drivers.
- i. Uber requires drivers to send the customer a text message when the driver is close to the pickup location.
- j. Uber trains drivers on compliance with local regulations, down to the placement of the Uber placard:



- k. Uber dictates the radio stations utilized by drivers.
- l. Uber requires drivers to open the door for the customer and to pick up the customer on the correct side of the street.

- m. Drivers who accept trip requests are required to bring the driver to the preferred destination.

C. Uber Is a Public Transportation Carrier.

90. Because Uber transports persons for profit, Uber's operation has been challenged by governments and taxi companies.

91. Uber drivers are commonly referred to as "pirate taxis" that present unfair competition to taxis.

92. Upon information and belief, in many jurisdictions, Uber does not pay taxes or licensing fees; it endangers passengers; and drivers are untrained, unlicensed, and uninsured/underinsured.

93. Pennsylvania's Public Utility Commission ("PUC") regulates motor carriers that transport property and passengers in Pennsylvania for compensation.

94. 66 Pa. C.S. §102 defines the term "public utility", in pertinent part, as follows: "(1) Any person or corporations now or hereafter owning or operating in this Commonwealth equipment or facilities for: ... (iii) Transporting passengers or property as a common carrier."

95. 66 Pa. C.S. §102 defines the term "common carrier" as follows: "Any and all persons or corporations holding out, offering, or undertaking, directly or indirectly, service for compensation to the public for the transportation of passengers or property, or both, or any class of passengers or property, between points within this Commonwealth by, through, over, above, or under land, water, or air, and shall include forwarders, but shall not include contract carriers by motor vehicles, or brokers, or any bona fide cooperative association transporting property exclusively for the members of such association on a nonprofit basis."

96. In June 2014, Uber applied to the PUC for authority to operate as a motor common carrier of persons.

97. In early 2015, the PUC granted ridesharing companies, including Uber, licenses that allow them to operate throughout Pennsylvania, but the services continued to be illegal in Philadelphia due to the Philadelphia Parking Authority's ("PPA") exclusive regulatory authority in the city. Uber continued to operate in Philadelphia despite the lack of explicit authority. *See Application of Raiser-PA LLC*, Docket No. A-2014-2416127 (Dec. 5, 2014), *reconsideration denied*, Docket No. A-2014-2416127 (Jan 29, 2015).

98. In April 2016, the Pennsylvania Commonwealth Court affirmed the PUC's grant of a certificate of public convenience for authority to operate as a common carrier to Raiser in Pennsylvania, excluding Philadelphia. Raiser is a local subsidiary of Uber.

99. Raiser requested that the PUC approve of its services in June 2014, although Uber had been illegally operating in Pennsylvania since February 2014, for which the PUC fined Uber approximately \$11,000,000.00.

100. The PUC approved Raiser's application to operate as a common-carrier on December 5, 2014.

101. In October 2016, Philadelphia Court of Common Pleas Judge Linda Carpenter issued a cease and desist order against Uber, which was the result of application for a restraining order filed by Philadelphia's taxicab alliances.

102. On November 4, 2016, Pennsylvania enacted Senate Bill 984, which established a basic regulatory framework for the operation of transportation network companies in every county in Pennsylvania and for regulation by the PUC.

103. This legislation sets minimum standards to ensure transportation network companies operate safely and responsibly. For example, companies and drivers are required to maintain proper insurance coverage, meet vehicle safety requirements, report accidents, and there is a zero-tolerance policy on the use of drugs or alcohol for a driver using the digital network.

104. The law also prevents individuals convicted of certain crimes, including burglary, robbery and sexual offenses, from offering transportation network services. *See* <http://www.legis.state.pa.us/cfdocs/legis/li/uconsCheck.cfm?yr=2016&sessInd=0&act=164>.

105. Because Uber’s drivers use their vehicles for personal and public transportation—which is prohibited for common carriers—the legislature has created a new definition for transportation network companies, “Dual motor carrier”:

“Dual motor carrier”: A call or demand carrier operating under a certificate of public convenience and providing transportation network services pursuant to a license from the commission. For purposes of this chapter, only certificated call or demand carriers may file an application with the commission requesting a license to operate a transportation network service as a dual motor carrier.

“Dual motor carrier driver.” An individual who:

(1) receives connections to potential passengers and related services from a dual motor carrier in exchange for payment of a fee to the dual motor carrier; and

(2) uses a personal vehicle to offer or provide a prearranged ride to passengers upon connection through a digital network controlled by a dual motor carrier in return for compensation or payment of a fee.

106. Despite Uber’s claim that it is merely a transportation broker and Pennsylvania’s recent legislation that allows Uber drivers to use vehicles for public and personal transportation, Uber’s drivers operate no differently than a common carrier when servicing consumers.⁶

⁶ *E.g., O’Connor v. Uber Technologies, Inc.*, 82 F. Supp. 3d 1133, 1141-42 (N.D. Cal. 2015) (“Uber does not simply sell software; it sells rides. Uber is no more a ‘technology company’ than Yellow Cab is a ‘technology company’ because it uses CB radios to dispatch taxi cabs. ... however, the focus is on the substance of what the firm actually

107. Because Uber is a transportation company that provides rides to the general public for a fee, it is subject to the laws governing common carriers. When drivers carry out a contract of transportation for Uber, Uber is under a non-delegable duty to transport passengers safely. Drivers, whether labeled “agents” or “employees” of Uber, also are held to transport passengers according to a higher standard of care.

108. In Pennsylvania, it is a well-settled principle that public transportation carriers are responsible for exercising a high degree of care to protect passengers.

109. The liability of a public transportation carrier is not dependent upon whether the employee was acting within the scope of her authority or in the line of her duty, but is based upon its broad duty as a transportation carrier to protect its passengers from harm.

D. Uber Knows Its Driver Vetting Process is Flawed But Represents to Passengers that Uber Provides the Safest Rides on the Road

110. Uber has, and continues to, knowingly mislead the public about the safety and security measures it employs for passenger safety. Passengers, such as Plaintiff, reasonably rely upon Uber’s representations and promises about its safety and security measures, including its driver screening and background check procedures.

111. Despite its representations, advertising, and promotional materials, Uber cannot assure passengers of the safety of the driver behind the wheel. To the contrary, Uber’s services put consumers at an increased risk.

112. The number of reported incidents speak for themselves. *See* <http://www.whosdrivingyou.org/rideshare-incidents>. Upon information and belief, over thirty

does (e.g., sells cab rides), it is clear that Uber is most certainly a transportation company, albeit a technologically sophisticated one”).

different sexual assaults by Uber drivers against Uber passengers have been reported in the media in the last three years alone.

113. Further, recent regulations forcing Uber to implement more stringent background checks has resulted in the rejection of thousands of current Uber drivers (many violent criminals or registered sex offenders) in Maryland and Massachusetts.⁷ In Massachusetts, the Commonwealth rejected 8,206 of the drivers. Among those rejected, it was reported that 1,599 drivers were found to have a history of violent crime, and incredibly, Uber and Lyft background checks had failed to identify 51 registered sex offenders.

114. Despite all of this, Uber refuses to change and continues to knowingly mislead the public about the safety and security measures it employs for passenger safety. Passengers, such as Plaintiff, reasonably relied on Uber's representations and promises about its safety and security measures, including its driver screening and background check procedures.

115. Uber knew that its representations and promises about passenger safety were false and misleading, yet continued to allow its passengers to believe in the truth of its representations and promises, and to profit from its passengers' reliance on such representations and promises.

116. Upon information and belief, Uber has fought legislation and other measures requiring, among other things, strong background checks for its drivers.

117. Upon information and belief, Uber currently uses a third-party vendor, Checkr Inc. ("Checkr"), to run security checks on its drivers.

118. Upon information and belief, Checkr merely identifies addresses matching any convictions to screen Uber drivers.

⁷ See, e.g., https://www.washingtonpost.com/news/dr-gridlock/wp/2017/04/10/maryland-has-booted-more-than-4000-uber-drivers-for-failing-the-states-screeningrequirements/?utm_term=.0bf9d2972fb0), and <https://www.boston.com/business/2017/04/05/uber-lyft-ride-hailing-drivers-fail-new-backgroundchecks/aX3pQy6Q0pJvbtKZKw9fON/story.html>.

119. To become a driver for Uber, individuals apply through Uber's website. The application process is entirely online and involves filling out a few short forms and uploading photos of a driver's license, vehicle registration, and proof of insurance.

120. To become an Uber driver, an individual must be at least 21 years of age, have at least one year of driving experience, have a valid US driver's license, have an eligible 4-door vehicle, and have proof of vehicle registration and insurance and completion of online screening. That is all.

121. Upon information and belief, Uber **does not do any of the following**:

- a. verify vehicle ownership (it only requires that the vehicle is registered and is not more than ten years old);
- b. require a car inspection prior to use by a driver (Uber does not require periodic/updated inspections either);
- c. verify that the person applying to be the driver is uploading his or her own personal documents;
- d. verify that the person who is driving is the same person who opened that account;
- e. require drivers to submit fingerprints for comparison against Department of Justice and Federal Bureau of Investigation databases;
- f. conduct Live Scan biometric fingerprint background checks of applicants;
- g. conduct in-person interviews of applicants;
- h. verify that social security numbers and other personal identification numbers submitted in the application process belong to the applicants;
- i. require drivers to attend training classes on driving skills;

- j. require drivers to attend training classes on harassment or violence;
- k. require drivers to attend training classes to hone skills needed for safely using mobile Apps while driving;
- l. require drivers to pass written examinations;
- m. require drivers to pass road vehicle tests; and
- n. require drivers to pass vision and hearing exams; and/or
- o. conduct follow-up background checks.

122. In short, the application process to become an Uber driver is simple, fast, and designed to allow the company to hire as many drivers as possible, all at the expense of passenger safety—Uber’s claimed number one priority.

123. Upon information and belief, a number of individuals have passed Uber’s screening process despite serious felony convictions and there have been reports of individuals driving Uber cars where that person was not the person on the Uber profile.⁸

124. Despite these facts, Uber uses advertisements to portray the company as the ***“safest ride on the road”*** due to its ***“rigorous”*** and ***“industry-leading screening”*** of Uber Drivers.

125. Plaintiff, like other consumers, specifically relied on the following advertisements located on Uber’s website/social media pages as wells as comments made by Uber executives:

- a. “What I can tell you is that Uber takes passenger safety very seriously. ***We work every day to connect passengers with the safest rides on the road and go above and beyond local requirements in every city we operate.*** Uber only partners with drivers who pass an ***industry-leading screening*** that

⁸ Media outlets have reportedly confirmed the problem by having reporters submit false documents to Uber and still get approved to be a driver

includes a criminal background check at the county, federal, and multistate level going back as far as the law allows. We also conduct ongoing reviews of drivers' motor vehicle records during their time as an Uber partner... For more information on what makes Uber *the safest rides on the road*, please see our website..."

- b. *"Safest rides on the road – going the distance to put people first,"* that "wherever you are around the world Uber is committed to connecting you to the safest ride on the road." "The *strictest safety standards possible*," → "the specifics vary depending on what local governments allow, but within each city we operate, we aim *to go above and beyond local requirements* to ensure your comfort and security – what we're doing in the US is an example of our standards around the world."
- c. "Uber uses technology to keep drivers and passengers safe, for instance by GPS-tracking every ride and allowing passengers to share their journeys in real time with families or friends. *This is all backed up by a robust system of pre-screenings of drivers*. We also have a dedicated incident response team on call 24/7 to investigate safety incidents." "Actions that threaten the safety of drivers and passengers will be investigated and, if confirmed, lead to permanent deactivation of your account."

- d. “Our process includes prospective and regular checks of drivers’ motor vehicle records to ensure ongoing safe driving. Unlike the taxi industry, our background checking process and standards are consistent across the United States and often more rigorous than what is required to become a taxi driver.” “We’re confident that every ride on the Uber platform is safer than a taxi.”



Uber

with your safety in mind.

Driver

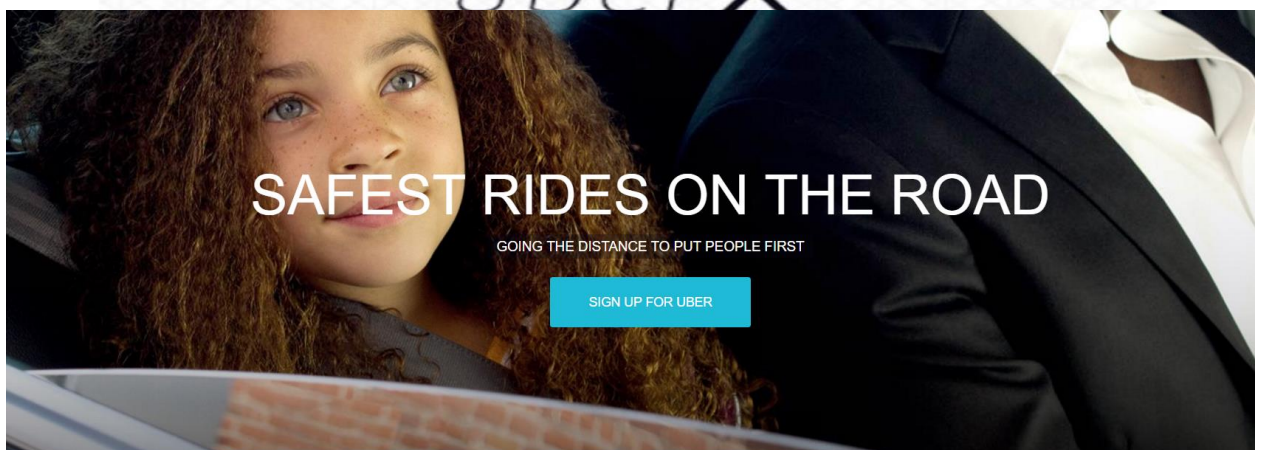
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BACKGROUND CHECKS
YOU CAN TRUST

Every ridesharing and livery driver is thoroughly screened through a rigorous process we've developed using constantly improving standards. This includes a three-step criminal background screening for the U.S. – with county, federal and multi-state checks that go back as far as the law allows – and ongoing reviews of drivers' motor vehicle records throughout their time on Uber.

READ MORE

Uber's scr
Scan, or the
screening p
City, DMV a
the Taxi an
licensing st



uberX

SAFEST RIDES ON THE ROAD

GOING THE DISTANCE TO PUT PEOPLE FIRST

SIGN UP FOR UBER

Wherever you are around the world, Uber is committed to connecting you to the safest ride on the road. That means setting the strictest safety standards possible, then working hard to improve them every day. The specifics vary depending on what local governments allow, but within each city we operate, we aim to go above and beyond local requirements to ensure your comfort and security - what we're doing in the US is an example of our standards around the world.

Rider Safety

A ride you can always trust

Safe pickups

The Uber app automatically finds your location to provide door-to-door service. That means you stay safe and comfortable wherever you are until your driver arrives.

Anonymous feedback

After every trip, you can rate the driver and provide anonymous feedback about your ride. Our goal is to make every ride a great experience.

Driver profiles

When you're matched with a driver, you'll see their name, license plate number, photo, and rating—so you know who's picking you up ahead of time. And even after the trip, you're able to contact your driver if you left something behind.



126. To induce consumers to give Uber money, Uber falsely and recklessly promotes the idea that its rides are safe. In reality, Uber does virtually nothing to ensure that passengers are safe once they get in the car.

127. Just in the last year, several lawsuits have exposed Uber's fraudulent safety claims and have led to Uber having to pay tens of millions of dollars and to stop defrauding the public with its misleading claims.

128. Uber once claimed it had “industry-leading” background checks. However, district attorneys in San Francisco and Los Angeles sued Uber because Uber’s background checks were minimal and less than what are used for licensed taxi drivers. The District Attorneys demonstrated that Uber’s background checks failed to prevent dozens of criminals from driving for Uber in those cities, including several registered sex offenders and a convicted murderer. After agreeing to pay up to \$25,000,000.00 to settle that case, Uber also has to stop using the misleading and false claim that its background checks were “industry-leading.”

129. Similarly, a class action lawsuit in California was brought by a class of passengers complaining of the safety-related advertising Uber utilizes. Uber had been advertising that Uber rides were “safer than a taxi” and claiming that it was “the safest ride on the road” despite its virtually nonexistent safety policies. Again, Uber had to settle such a lawsuit, agreeing to pay \$28.5 million and change its safety-related advertising.

130. Further, Uber had to stop scamming its customers by adding a “Safe Ride Fee” on top of the actual service charge. Uber still charges the fee, but, upon information and belief, now just calls it a “booking fee.”

131. Uber’s pattern of behavior demonstrates a clear intention to mislead the public about the safety of its service when it is much less safe than other options.

132. In addition, Uber represents to customers, on a global scale through its website, that its services are safe because:

- a. “If we are made aware of this type of problematic behavior, we will contact you so we can investigate them. Depending on the nature of the concern, we may put a hold on your account during our investigation. If the issues raised are serious or a repeat offense, or you refuse to cooperate, you may

lose access to Uber... Uber will also deactivate the account of any driver who receives several or serious complaints of poor, unsafe, or distracted driving while using the Uber app.

- b. “We expect drivers using the Uber app to act in compliance with all relevant state, federal and local laws and the rules of the road at all times. This includes meeting the regulatory requirements for rideshare or for-hire drivers in your area.
- c. “All drivers wanting to use the Uber app are required to undergo a screening process, like motor vehicle record and background checks, to ensure safety and compliance with our criteria.”
- d. “Safety first: Everyone wants to get from A to B safely. So please ensure that you follow the local law. Check out our passenger safety tips. Whether you’re in the front or the back seat, buckle up when you get into the car — and please leave your guns at home. Of course, drivers have a particular responsibility when it comes to safety at Uber.....”
- e. “Always the ride you want. The best way to get wherever you’re going”
- f. “Always on, always available: No phone calls to make, no pick-ups to schedule. With 24/7 availability, request a ride any time of day, any day of the year.”
- g. “You rate, we listen: Rate your driver and provide anonymous feedback about your trip. Your input helps us make every ride a 5-star experience.”

133. Passengers, including Plaintiff, reasonably relied on Uber’s representations and promises about its safety and security measures, including its driver screening, background check

procedures, ongoing monitoring of driver conduct while driving for Uber, and insurance coverage in place for rides on the App.

134. Uber's passengers, including Plaintiff, utilized Uber's services as a result of this reliance.

135. Had Uber provided truthful and accurate data about its procedures, reasonable consumers, passengers, and Plaintiff would not have downloaded the App or purchased rides on the App for transport.

136. For example, after visiting Uber's website before signing up for the App, Plaintiff was aware of Uber's multiple promises to consumers that consumer safety was priority (cited above).

137. In deciding to download the App, Plaintiff relied upon advertisements that recommended taking Uber and relied on these representations and rode in vehicles driven by Uber drivers as a result.

138. Uber knew that its representations and promises about passenger safety were false and misleading, yet continued to allow its passengers to believe in the truth of its representations and promises, and to profit from its passengers' reliance on such representations and promises.

139. Despite its proclamations that consumer safety is its top priority, Uber has actively pushed back against legislation and other measures requiring strong background checks for its drivers.

140. In addition, Uber knowingly misleads consumers, including Plaintiff, about insurance coverage relating to rides facilitated through the App

141. Consumers are deceived by Uber about coverage for the different stages of a ride specifically, before, during and after the ride, as well as whether coverage exists by way of the

driver's own personal, non-commercial insurance policy, or supplemental excess coverage offered by Uber only for certain stages of a ride.

142. For example, over the last several years, as part of the "Safety" page, Uber has posted different messages to consumers about insurance coverage, primarily drawing attention to the fact that during a ride on the App, Uber provides drivers a "one-million-dollar liability policy."

143. This claim is misleading and false in a number of ways.

144. In the Uber ride hailing context, there are three distinct periods for purposes of insurance coverage.

145. Period 1 covers the time when an Uber driver is on the App and waiting for a ride request. During Period I, Uber does not provide any collision coverage and drastically lowers the liability coverage - creating a "gap" in coverage.

146. Period 2, the point in time when a driver accepts a ride request on the app and is in route to the passenger, Uber provides additional insurance coverage.

147. Period 3 is identified as beginning when the passenger gets into the Uber driver's vehicle. Uber provides coverage at this time. However, from the moment a driver turns off the app, regardless if he or she is still in transport or the consumer is in the vehicle, Uber's insurance policies may no longer provide coverage.

148. There is a multitude of scenarios during which liability could arise yet no coverage is available, through Uber or the driver's own policy.

149. It is an industry standard for most personal insurance policies to disclaim coverage when a driver is "working." If an Uber driver disclosed to his or her insurer that he or she was driving for Uber as a means of earning income, insurers would require that driver to purchase commercial coverage - regardless of the driver's status as a non-commercially licensed driver.

150. Importantly, Uber does not require drivers to cover insurance gap periods including Period 1 or events immediately after a ride is over but relating to the consumer's ride, referred to as the “time after drop off.”

151. As such, passengers blindly request transportation using the App without knowing whether their driver is adequately insured.

152. Many regulated taxi companies in cities throughout the country must purchase specific insurance to cover street hails based on the realistic expectation that drivers will be induced to pick up passengers off the street for cash.

153. Similarly, taxi and private for-hire cab companies are required under state and local laws to employ only commercially licensed drivers and by definition, these employers are required to provide insurance coverage for any period during the transport of a passenger.

154. Due to this systemic and serious problem that Uber knowingly fails to correct, more than thirty states have issued public consumer warnings about the lack of insurance coverage involved with rides on the app.

155. Tellingly, despite its promise of safety, Uber disclaims all supervision and responsibility for the conduct of its drivers.

156. Buried in the legal section of the App is the following disclaimer (or a similar disclaimer):

5. Disclaimers; Limitation of Liability; Indemnity.

DISCLAIMER.

THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE.” UBER DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, NOT EXPRESSLY SET OUT IN THESE TERMS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-

INFRINGEMENT. IN ADDITION, UBER MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY OR AVAILABILITY OF THE SERVICES OR ANY SERVICES OR GOODS REQUESTED THROUGH THE USE OF THE SERVICES, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. UBER DOES NOT GUARANTEE THE QUALITY, SUITABILITY, SAFETY OR ABILITY OF THIRD PARTY PROVIDERS. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICES, AND ANY SERVICE OR GOOD REQUESTED IN CONNECTION THEREWITH, REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

157. At all times herein mentioned, the Uber Driver was acting in furtherance of Uber's business enterprise and its financial interests. It was reasonably foreseeable that drivers while acting in the pursuit of Uber's goals to provide transportation services to the public, would encounter passengers during the course of their duties and, under certain circumstances, would treat customers in an aggressive, unprofessional, and even violent manner.

158. At all times herein referenced, the Uber Driver was acting in the pursuit of Uber's business goals and in furtherance of its interests. At no point did Plaintiff agree to the Terms and Conditions to the App, the full text of which was never provided nor read by Plaintiff when creating an account through Uber's App.

**COUNT I
(NEGLIGENCE, NEGLIGENT HIRING, NEGLIGENT SUPERVISION, AND
NEGLIGENT RETENTION)**

159. Plaintiff alleges and asserts each of the preceding paragraphs as if fully set forth herein.

160. Uber owed Plaintiff and the general public a duty of reasonable care in the hiring, training and supervision of its drivers.

161. Uber did breach that duty of care in the hiring, retention and/or supervision of the Uber Driver, who was unfit to be a provider of transportation, and who was not adequately trained or supervised in her driving and conduct with customers.

162. Uber knew or should have known that the Uber Driver would be a danger to passengers and lead to a risk of the very type of danger and harm that occurred to Plaintiff in June 2017.

163. As a direct and proximate result of the negligence, carelessness, recklessness, and unlawfulness of Uber, Plaintiff sustained damages.

164. Uber knew or should have known that its negligence and breach of duty of care would cause or had a substantial probability of causing severe emotional distress to Plaintiff, and in fact did cause Plaintiff severe emotional distress.

165. Accordingly, Plaintiff is entitled to recovery against Uber in an amount to be determined at trial.

COUNT II (FRAUD)

166. Plaintiff alleges and asserts each of the preceding paragraphs as if fully set forth herein.

167. Uber made intentional misrepresentations of fact to Plaintiff known by Uber to be false, to wit, that Plaintiff would be safely taking Uber rides with drivers whose backgrounds had been screened by Uber, and who would provide them with safe passages, but who, in reality, Uber had not screened in any meaningful way, and who were grave threats to Plaintiff's safety and well-being.

168. Uber made these misrepresentations to Plaintiff despite knowing that it had not adequately screened its drivers.

169. Uber's false statements concerning its safety measures detailed herein were made knowingly, or with a willful, wanton and reckless disregard for the truth, and intended to deceive and defraud Plaintiff into agreeing to utilize Uber's services.

170. Uber made these misrepresentations with the intent to cause Plaintiff to rely on this false information and induce her into utilizing Uber's services, in spite of the concerns Plaintiff had about safety.

171. As a result of Uber's deliberate misrepresentations of material facts, Plaintiff suffered significant damages.

172. Uber engaged in fraud, oppression and/or malice, and was in conscious disregard of the rights and safety of others, including, but not limited to, Plaintiff, so as to warrant the imposition of punitive damages.

173. Accordingly, Plaintiff is entitled to recovery against Uber in an amount to be determined at trial.

COUNT III
(NEGLIGENT MISREPRESENTATION/NON-DISCLOSURE)

174. Plaintiff alleges and asserts each of the preceding paragraphs as if fully set forth herein.

175. By engaging in intentional acts and omissions alleged in the complaint, Uber has made misrepresentations to and defrauded Plaintiff.

176. Uber intended that Plaintiff would rely on the material misrepresentations and omissions to her detriment. Uber acted willfully, knowingly, and/or recklessly with respect to the acts and omissions set forth above.

177. Plaintiff reasonably relied upon the misrepresentation of Uber to Plaintiff's detriment. Plaintiff suffered injury and damages as a result of such fraud.

178. Uber concealed and suppressed and/or omitted material facts regarding the transportation services provided to Plaintiff.

179. As a direct and proximate cause of Uber's misrepresentations, omissions, and concealment of the truth, Plaintiff has been damaged and will continue to suffer damages.

COUNT IV
(PAUTP-CPL—73 Pa. Cons. St. § 201-1 et seq.)

180. Plaintiff alleges and asserts each of the preceding paragraphs as if fully set forth herein.

181. Uber's transactions and business interactions with Plaintiff and other Pennsylvania customers are subject to the requirements of Pennsylvania law, including the PAUTP-CPL, 73 Pa. Cons. St. § 201-1 et seq.

182. The PAUTP-CPL prohibits "[u]nfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce." 73 Pa. Cons. St. § 201-2(4).

183. The PAUTP-CPL also prohibits (1) "[k]nowingly misrepresenting that services, replacements or repairs are needed if they are not needed"; and (2) "any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding." 73 Pa. Cons. St. § 201-2(4)(xv), (xxi).

184. As a result of Uber's violations of the PAUTP-CPL, Plaintiff has suffered ascertainable losses and damages.

185. Plaintiff is entitled to relief for Uber's violations of the PAUTP-CPL, including but not limited to actual damages, statutory damages of \$100 per violation, treble damages, costs, attorneys' fees, injunctive relief, declaratory relief, and additional legal or equitable relief as necessary or proper. *See* Pa. Cons. St. § 201-9.2

COUNT V

(INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS)

186. Plaintiff alleges and asserts each of the preceding paragraphs as if fully set forth herein.

187. Uber's employee, while carrying out her job duties, engaged in conduct toward Plaintiff that is extreme and outrageous so as to exceed the bounds of decency in a civilized society.

188. Uber is liable for the actions of its agents and employees directly and under the doctrine of *respondeat superior*.

189. Uber is a transportation carrier who must carry passengers safely and must use the highest care and have the vigilance of a very cautious person.

190. Uber is vicariously liable for its employees' and agents' intentional and negligent torts, whether or not such acts were committed within the scope of employment.

191. Uber breached its duty of care in its actions towards Plaintiff. Uber's employee intended to and did intentionally and recklessly cause Plaintiff to suffer severe emotional distress.

192. As a direct and proximate result of Uber's employees' conduct, Plaintiff has suffered, and continues to suffer, severe emotional distress, for which she is entitled to an award of damages. The aforementioned events took place due to the negligent acts and/or omissions of Uber and its agents, servants, employees and or licensees, all of whom were acting within the scope of their authority, within the scope of and in furtherance of their employment, and in furtherance of their agency.

193. By reason of Uber's negligent conduct, Plaintiff suffered serious emotional distress. As a result of Uber's negligent conduct, Plaintiff has suffered and continues to suffer injuries and damages.

194. Uber engaged in fraud, oppression and/or malice, and was in conscious disregard of the rights and safety of others, including, but not limited to, Plaintiff, so as to warrant the imposition of punitive damages.

195. Accordingly, Plaintiff is entitled to recovery against Uber in an amount to be determined at trial.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays that the Court enter judgment in their favor and against Uber, containing the following relief:

1. An award of damages in an amount to be determined at trial, plus prejudgment interest, to compensate Plaintiff for all physical, monetary and/or economic harm; for harm to her professional and personal reputations and loss of career fulfillment; for all non-monetary and/or compensatory harm, including, but not limited to, compensation for mental anguish and physical injuries; all other monetary and/or non-monetary losses suffered by Plaintiff;
2. An award of punitive damages;
3. An award of costs that Plaintiff has incurred in this action, as well as reasonable attorneys' fees and expenses to the fullest extent permitted by law; and
4. Such other and further relief as the Court may deem just and proper.

JURY DEMAND

Plaintiff hereby demands a trial by jury on all issues of fact and damages stated herein.

Respectfully Submitted,

Dated: January 15, 2018

/s/ Matthew A. Luber
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