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Jacob Sabatino

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION**

JACOB SABATINO, individually, and on  
behalf of all others similarly situated,

Plaintiffs,

vs.

UBER TECHNOLOGIES, INC., a Delaware  
corporation; RASIER, LLC, a Delaware  
limited liability company; RASIER-CA, LLC,  
a Delaware limited liability company;  
RASIER-DC, LLC, a Delaware limited  
liability company; RASIER-PA, LLC, a  
Delaware limited liability company; and  
DOES 1 to 25, inclusive,

Defendants.

Case No.

CLASS ACTION

**CLASS ACTION COMPLAINT FOR  
DAMAGES AND EQUITABLE RELIEF**

JURY TRIAL DEMANDED

1 Plaintiff Jacob Sabatino, on behalf of himself and all others similarly situated,  
2 brings this class action against Defendants Uber Technologies, Inc., Raiser, LLC, Raiser-CA,  
3 LLC, Raiser-DC, LLC and Raiser-PA, LLC (collectively referred to as “Defendants” or “Uber”)  
4 and alleges, based upon personal knowledge as to himself and his own facts, and as to all others  
5 matters upon information and belief, as follows:

6  
7 **I.**

8 **THE PARTIES**

9  
10 1. Plaintiff Jacob Sabatino is an individual consumer over the age of 18, residing in  
11 Aliso Viejo, California, County of Orange. Plaintiff Jacob Sabatino has registered for an Uber  
12 account, and has used his Uber App to obtain and pay for an Uber ride in Orange County,  
13 California.

14  
15 2. Defendant Uber Technologies, Inc. is a Delaware corporation with its principal  
16 place of business in San Francisco, California, operating under California Entity Number  
17 C3318029.

18  
19 3. Defendant Rasier, LLC is a Delaware limited liability company with its principal  
20 place of business in San Francisco, California, operating under California Entity Number  
21 201323810228. Rasier, LLC is a wholly owned subsidiary of Uber Technologies, Inc.

22  
23 4. Defendant Rasier-CA, LLC is a Delaware limited liability company with its  
24 principal place of business in San Francisco, California, operating under California Entity  
25 Number 201326310085. Rasier-CA, LLC is also wholly owned subsidiary of Uber  
26 Technologies, Inc.



1 exceeds in the aggregate the sum of \$5,000,000, exclusive of interest and costs. Plaintiff alleges  
2 that the total claims of individual Class Members are in excess of \$5,000,000 in the aggregate,  
3 exclusive of interest and costs, as required by 28 U.S.C. § 1332(d)(2).  
4

5 10. This Court has personal jurisdiction over Defendant, because Defendant engaged  
6 in significant business throughout the State of California thus providing the State of California  
7 with general jurisdiction.  
8

9 11. Venue in this District is proper under 28 U.S.C. § 1391(b) because Defendant, as  
10 a corporation, is deemed to reside in any district in which it is subject to personal jurisdiction.  
11 Moreover, venue is proper in the Northern District of California (San Francisco Division)  
12 because Defendant is headquartered in this District, conducts business in this District and many  
13 of the acts complained of occurred in this District.  
14

15 12. The deceptive practices alleged herein were conceived, reviewed, approved and  
16 otherwise controlled from Defendants' headquarters in San Francisco, California. Furthermore,  
17 the misrepresentations and omissions alleged herein were contained on Defendants' website and  
18 mobile phone application which are maintained in California, and were disseminated uniformly  
19 to consumers throughout the United States. Each of Defendants' actions, deceptive practices,  
20 misrepresentations and omissions alleged herein impacts consumers uniformly throughout the  
21 United States. When Plaintiff and class members used Defendants' services, those transactions,  
22 including the billing and payment for those services, were processed on Defendants' servers in  
23 San Francisco, California.  
24

25 13. At the time of the transactions alleged herein, Defendants' terms and conditions  
26 for its service provided that:

27 This Agreement shall be governed by California law, without  
28 regard to the choice or conflicts of law provisions of any

1 jurisdiction, and any disputes, actions, claims or causes of action  
2 arising out of or in connection with this Agreement or the Service  
3 of Software shall be subject to the exclusive jurisdiction of the  
4 state and federal courts located in the City and County of San  
5 Francisco, California.

6 **IV.**

7 **FACTUAL ALLEGATIONS**

8 ***Uber Helps to Create the Rideshare Industry***

9  
10 14. Launched in San Francisco, California, in June 2010, Defendant Uber  
11 Technologies, Inc. operates as a “transportation network company” throughout the world. In a  
12 relatively new industry called “ridesharing,” Uber connects drivers and riders through a  
13 downloadable smartphone app called “Uber;” through this app, parties are able to arrange and  
14 pay for local transportation services.

15  
16 15. Uber concentrates much of its logistical efforts on fulfilling the supply side of  
17 the formula. To provide the army of drivers needed to support the business model, Uber solicits  
18 and retains thousands of non-professional drivers throughout the United States who are willing  
19 to use their personal vehicles for rideshare services. As its website states, “Uber needs partners  
20 like you. Drive with Uber and earn great money. . . Get paid weekly just for helping your  
21 community of riders get rides around town.” (If you don’t have a car, Uber will also provide  
22 subprime auto financing to get you into vehicle within days.) The company then makes these  
23 drivers available to the consuming public through its smartphone app.

24  
25 16. The process to become an Uber rider is simple: Create an Uber account online,  
26 store your credit card information in your user profile, and then download the app to a  
27 smartphone. To arrange a trip, simply click on the app, request an Uber car, and then pay for  
28

1 the ride with your credit card on file. Uber makes its money by retaining up to 25 percent of the  
2 fare paid.

3  
4 17. To cater to all different types of consumers, Uber has created a variety of  
5 rideshare platforms which are differentiated by the size and status of the vehicle, the number of  
6 riders, and the fare charged. Uber currently offers six different services:

8 UberX	Non-luxury sedan
9 UberPLUS	Moderate luxury sedan
10 UberBLACK	Luxury sedan
11 UberXL	Non-luxury SUV
12 UberSUV	Luxury SUV
13 UberPOOL	Different riders in a single car

14  
15 ***Uber Recognizes that Putting Members of the Public***  
16 ***in Strangers' Personal Cars Is Inherently Dangerous***

17  
18 18. Fundamental to Uber's model is the inherent concept that members of the  
19 consuming public will be stepping into the backseat of a stranger's private car with virtually no  
20 oversight or protection. There are no security cameras, no special markings on the cars, and no  
21 sense of company or authoritative oversight.

22  
23 19. Because of the enormous potential for things to go wrong, Uber has taken steps  
24 to shield itself from liability. Rather than hire the drivers directly, Uber has created wholly-  
25 owned subsidiaries – Defendants Rasier, LLC, Rasier-CA, LLC, Rasier-DC, LLC and Rasier-  
26 PA, LLC – who “license” the smartphone technology from Uber, and then hire the drivers for  
27 the rideshare services. By engaging in this corporate stacking, Uber can claim that it has “no  
28 association” with the drivers who are providing the rideshare services, even though it is the one

1 who organizes and controls all of the activities. Uber also classifies all of the drivers as  
2 independent contractors, in an effort to cut off *respondeat superior* liability.

3  
4 ***Uber Materially Misleads the Public by Stating that***  
5 ***Its Cars Are “the Safest on the Road.”***

6  
7 20. While most consumers would never think of driving off into the dark in the  
8 backseat of a stranger’s car, Uber has gone to great lengths to convince its customers that rides  
9 with Uber are “the safest on the road.” Its website, which displays pictures of young women  
10 getting into Uber cars, states:

11  
12 Wherever you are around the world, Uber is committed to  
13 connecting you to the ***safest ride on the road***. That means setting  
14 the strictest safety standards possible, and then working hard to  
improve them every day.

15 \* \* \*

16 From the moment you request a ride to the moment you arrive, the  
17 Uber experience has been designed from the ground up with ***your***  
***safety in mind***.

18 \* \* \*

19 Uber works hard to ensure that we are connecting riders with the  
***safest rides on the road***.

20 \* \* \*

21 Making cities better is at the heart of everything we do. It’s much  
22 more than improving the way people get around. It’s celebrating  
23 what makes those cities special, caring about the people who make  
24 them great, and being responsible citizens. That’s why we work  
hard to ***keep our streets safe for everyone***, whether they’re on foot,  
on a bike, or in another car.

25 (Emphasis added).

26 21. In conjunction with this, Uber claims that it conducts “industry-leading”  
27 background checks on its drivers. As Uber’s website states:  
28

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

8 \* \* \*

9 All Uber Ridesharing and livery partners must go through a  
10 *rigorous background check*. The three-step screening we've  
11 developed across the United States, which includes county, federal  
12 and multi-state checks, has set a new standard.

13 (Emphasis added).

14  
15 22. Uber's statements to the public are designed to dispel the concern that many  
16 would have about getting into the backseat of a stranger's car. The truth, however, is that  
17 Uber's security measures are negligible, at best.

18 23. While Uber claims to conduct "industry-leading" background checks, the truth is  
19 that its background checks are outsourced to an online company called Hirease, LLC. To  
20 become a driver, all that is required is: i) complete a short application on the Uber website; ii)  
21 submit your social security number; iii) submit two pictures of your car; iv) submit registration  
22 and proof of insurance; and v) submit the Uber vehicle inspection form, indicating that the car  
23 was inspected by a service center.

24 24. Critically, *no one ever meets the applicant* – not Uber, not Rasier and not  
25 Hirease – and there are no measures undertaken to ensure that the applicant is who he says he is.  
26 Uber does not verify that the social security number given is, in fact, the applicant's; it does not  
27 verify that the pictures of the car are actually the applicant's car; and it does not verify that the  
28 Uber vehicle inspection form is not just filled out by the applicant.



1           25.     Uber fails to undertake these minimal safety measures despite knowing that job  
2 applicants frequently submit false information to their employers. Even Uber’s choice of  
3 background companies, Hirease, acknowledges that many job applicants lie about information  
4 they submit to an employer. As Hirease states on its website, “40% of resumes contain material  
5 lies or omissions about education, past employment or qualifications.” Hirease also recognizes  
6 the importance of background checks to weed out applicants with criminal backgrounds. As  
7 Hirease states, “10% of job applicants have a criminal record.”

8  
9           26.     The gold standard for background checks is Live Scan, a biometric fingerprint  
10 process that searches databases maintained by the Department of Justice and the FBI for prior  
11 criminal activity. The Live Scan process also automatically updates when subsequent activity  
12 occurs, such as if a driver was arrested for drunk driving or rape.

13  
14           27.     Uber’s background checks do *not* use the Live Scan process, but rather the less  
15 expensive online service provided by Hirease that requires no fingerprinting. Because of the  
16 complete lack of thoroughness of this process, Hirease states on every background check it does  
17 for Uber: “Hirease does not guarantee the accuracy or truthfulness of the information in this  
18 report as to the subject of the investigation.”

19  
20           28.     In its effort to mislead the public into believing that its services are the safest  
21 available, Uber claims that its background checking process and standards are “often more  
22 rigorous than what is required to become a taxi driver.” This too is untrue. In San Francisco,  
23 the city in which Uber is based, the following is required to become a taxi driver: i) attend a  
24 seven-hour class on taxi driving; ii) take and pass an exam administered by the San Francisco  
25 Municipal Transportation Agency; iii) personally appear for an interview by the San Francisco  
26 Municipal Transportation Agency; iv) submit to a Live Scan biometric fingerprint examination;  
27 and v) submit a 10-year printout of the applicant’s DMV driving record that is current within 30  
28

1 days. Uber doesn't even come close to these requirements; it requires no class, no test, no  
2 personal appearance, no Live Scan, and no 10-year DMV printout.

3  
4 29. Uber also claims to have "best-in-class insurance coverage," but in truth Uber's  
5 commercial insurance policy is issued by James River Insurance Company, a non-admitted  
6 carrier, unlicensed by the California Department of Insurance.

7  
8 ***Uber Fails to Offer Its Drivers Any Type of Training or Supervision***

9  
10 30. Unlike the San Francisco Municipal Transportation Agency, which requires  
11 taxicab drivers to attend a seven-hour class and take and pass an examination, Uber offers no  
12 training whatsoever for its drivers. The online Uber application concludes with a requirement  
13 that the candidate watch a 13-minute video on how to use the Uber app. Uber offers no training  
14 on driving skills; no training on how to drive while constantly using a mobile device (which is  
15 necessary, given that the service is completely app based); no training on how to deal with  
16 intoxicated or unruly customers; and no training on what to do in an emergency situation. In  
17 fact, Uber provides no method for an Uber driver to call the company in the event of a dispute,  
18 altercation or emergency. If the drivers want any type of training, they must pay as much as  
19 \$65 for a four-hour driving skills class.

20  
21 31. Similarly, Uber provides no supervision or oversight of its drivers. Once the  
22 drivers are signed up, they are free to roam as they please.

23  
24 32. Because Uber itself knows of the danger presented by its services, it attempts to  
25 disclaim any liability. In stark contrast to its boastful advertising that it has the "safest rides on  
26 the road," buried deep in its terms and conditions, Uber states:

1 Uber does not guarantee the suitability, safety or ability of third  
 2 party providers. . . . By using the services, you acknowledge that  
 3 you may be exposed to situations involving third party providers  
 4 that are potentially *unsafe, offensive, harmful* to minors, or  
 5 otherwise objectionable, and that use of third party providers  
 6 arranged or scheduled using the service is at your own risk and  
 7 judgment. Uber shall not have any liability arising from or in any  
 8 way related to your transactions or relationship with third party  
 9 providers.  
 10 (Emphasis added).

11 ***Uber Has Been Consistently Violating***  
 12 ***California’s Public Utilities Laws***

13 33. When Uber began offering services in California, it did so with complete  
 14 disregard for the state’s Public Utilities Commission – the regulatory agency that governs  
 15 common carriers. It sought no permit from the PUC to provide rideshare services for a fee.

16 34. On November 13, 2012, the California Public Utilities Commission fined Uber  
 17 \$20,000 for operating “as a charter-party carrier of passengers without an operating authority,”  
 18 in violation of California Public Utilities Code § 5371 and 5413.5. It was not until April 7,  
 19 2014, that Uber’s subsidiary, Riser-CA, was issued a permit to operate as a charter-party carrier  
 20 of passengers (Permit No. TCP0032512-P).

21 35. On September 19, 2013, in response to concerns for public safety as a result of  
 22 the increasing popularity of Uber and other “ridesharing” companies, the California Public  
 23 Utilities Commission issued a wide-sweeping decision (No. 13-09-045), designed to “to ensure  
 24 that public safety is not compromised by the operation of this new transportation business  
 25 model.” The decision sought to lay a regulatory framework for companies such as Uber.

26  
 27 36. Despite the clear-cut guidelines set forth in CUP Decision No. 13-09-045, Uber  
 28 is violating the Decision in the following respects:

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CUP Regulation	Uber’s violation
<p>“We require the Transportation Network Company (TNC) or an authorized third party facility licensed by the California Bureau of Automotive Repair to conduct and ensure that each vehicle passes a 19-point vehicle inspection prior to allowing a vehicle to be driven as part of the TNC’s service.”</p>	<p>Uber requires that drivers submit a vehicle inspection form, but it provides no oversight to ensure that the applicants don’t fill out the forms themselves – something they could easily do.</p>
<p>“We require TNCs to maintain commercial liability insurance policies providing not less than \$1,000,000 (one million dollars) per-incident coverage for incidents involving vehicles and drivers while they are providing TNC services. . . . This insurance requirement shall be disclosed on each TNC’s app and website.”</p>	<p>Uber maintains a \$1 million policy from a non-admitted carrier, but this is only during the time that the driver is engaged with a rider. When a driver is available and looking for a rider, the policy does not apply. Uber tells its drivers that “most personal auto insurance will provide coverage,” but this is untrue.</p> <p>Personal auto policies typically do <i>not</i> cover events that occur during ridesharing activities. Geico, one of the nation’s largest auto carriers, defines ridesharing as “the use of any vehicle by any insured in connection with a transportation network company from the time an insured logs on to or signs in to any computer or digital application or platform that connects or matches driver(s) with passenger(s) until the time an insured logs out of or signs off of any such application or platform, including while en route to pick up passenger(s) and while transporting passenger(s).”</p> <p>In addition, Uber does not disclose on its app or its website the fact that it is required to provide \$1 million of coverage “while they are providing TNC services.”</p>

<p>1 “TNC drivers shall be required to provide 2 proof of both their personal insurance and 3 the commercial insurance in the case of an 4 accident.”</p>	<p>Uber tells its drivers to carry evidence of the commercial insurance with them, but there is no oversight or spot checking to see if drivers are complying with the requirement.</p>
<p>5 “The TNC shall include on its website, 6 mobile application and riders’ receipts, 7 notice/information on the TNC’s zero- 8 tolerance policy and the methods to report a 9 driver whom the rider reasonably suspects 10 was under the influence of drugs.”</p> <p>11 “The website and mobile application must 12 include a phone number or in-app call 13 function and email address to contact to report 14 the zero-tolerance complaint.”</p> <p>15 “The website and mobile application must 16 also include the phone number and email 17 address of the Commission’s Passenger 18 Section: 1-800-894-9444 and 19 CIU_intake@cpuc.ca.gov.”</p>	<p>The Uber app does not contain any information about Uber’s zero-tolerance policy, or methods for reporting a driver suspected of being under the influence. The app merely contains a button that links the consumer back to the Uber website, where the rider has to sift through all of Uber’s terms and conditions to find any information about the policy.</p> <p>In addition, while the Uber website does contain the Commission’s phone number and email address, it is on a hidden page and can only be located by doing an online search for those specific terms.</p>
<p>16 “TNCs shall establish a driver training 17 program to ensure that all drivers are safely 18 operating the vehicle prior to the driver being 19 able to offer service.”</p>	<p>Other than a 13-minute video on how to use the Uber app, Uber has no driver training program whatsoever.</p>
<p>20 “TNC vehicles shall display consistent trade 21 dress (i.e., distinctive signage or display on 22 the vehicle) when providing TNC services 23 that is sufficiently large and color contrasted 24 as to be readable during daylight hours at a 25 distance of at least 50 feet. The trade dress 26 shall be sufficient to allow a passenger, 27 government official, or member of the public 28 to associate a vehicle with a particular TNC (or licensed transportation provider).”</p>	<p>The only trade dress Uber drivers have is a sticker on the lower passenger side of the windshield, measuring 4 inches by 4 inches. This sticker is not readable from 50 feet, nor is it sufficient to allow a passenger, government official, or member of the public to associate a vehicle with Uber.</p> <p>In addition, there is no oversight or spot checking to see if any of the drivers are complying with the requirement to actually use the sticker Uber provides.</p>

<p>1 “Drivers for Transportation Network 2 Companies are prohibited from accepting 3 street hails from potential passengers.” 4 5 6</p>	<p>In crowded metropolis areas, such as San Francisco, Uber drivers routinely drop off passengers and pick up street hailing passengers at the same time. Uber provides no oversight or spot checking to ensure that its drivers are complying with this requirement.</p>
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7 37. On November 22, 2014, Plaintiff Jacob Sabatino used the Uber App to obtain  
8 and pay for an Uber ride in Orange County, California. Plaintiff relied on Defendants’  
9 representations that Uber provides, “the safest ride on the road” and “industry leading”  
10 background checks when making the decision to use the Uber App to obtain rideshare services.  
11 Had Plaintiff known that Defendants’ do not have the safest ride on the road, do not use  
12 industry leading background checks, do not train or supervise their drivers, and are continuously  
13 violating California laws, he would not have used the Uber App to obtain a ride.  
14

15 **V.**

16 **CLASS ALLEGATIONS**

17  
18 38. Plaintiff brings this class action under Rule 23 of the Federal Rules of Civil  
19 Procedure (“FRCP”) and seeks certification of the claims and issues in this action pursuant to  
20 the applicable provisions of Rule 23. The proposed Class is defined as:

21 All persons in the United States who have downloaded and used  
22 the “Uber” app to obtain service from one of Uber’s rideshare  
23 services, including UberX, UberPLUS, UberBLACK, UberXL,  
24 UberSUV and/or UberPool. This Class definition may be  
25 supplemented or extended to include persons using other Uber  
26 services discovered after the filing of this Complaint. Excluded  
27 from the Class are officers and directors of Defendant, members of  
28 the immediate families of the officers and directors of Defendant,  
and the legal representatives, heirs, successors and assigns and any  
entity in which they have or have had a controlling interest in  
Defendant.

1           39. Defendants' representation, practices, and omissions were applied uniformly to  
2 all Members of the Class during the Class Period, so that the questions of law and fact are  
3 common to all Members of the Class. All Members of the Class were and are similarly affected  
4 by having been exposed to the misrepresentations and unfair business practices of Defendant,  
5 and the relief sought is for the benefit of Plaintiff and Members of the Class.

6  
7           40. The Class is so numerous that joinder of all Members would be impractical. It is  
8 estimated that tens of thousands of Americans use the Uber services each year, making joinder  
9 impossible.

10  
11           41. Questions of law and fact common to each Class Member exist that predominate  
12 over questions affecting only individual Members, including, *inter alia*:

13  
14           a. Whether Defendants' practices and representations made in connection  
15 with the advertising, marketing and promotion of Uber services is deceptive, unlawful or unfair,  
16 thereby violating the Cal. Bus. & Prof. Code § 17200, *et seq.*;

17  
18           b. Whether Defendants' practices and representations made in connection  
19 with the advertising, marketing and promotion of Uber services is deceptive, unlawful or unfair,  
20 thereby violating the Cal. Bus. & Prof. Code § 17500, *et seq.*;

21  
22           c. Whether Defendants' conduct constitutes a violation of Cal. Civ. §  
23 1770(a)(5);

24  
25           d. Whether Defendants' conduct constitutes a violation of Cal. Civ. §  
26 1770(a)(7);

1 e. Whether Defendants' conduct constitutes a violation of Cal. Civ. §  
2 1770(a)(9);

3  
4 f. Whether Defendants' conduct constitutes a violation of Cal. Civ. §  
5 1770(a)(14);

6  
7 g. Whether Defendants' conduct injured consumers and, if so, the extent of  
8 the injury; and

9  
10 h. Whether Plaintiff and Class Members are entitled to damages and the  
11 proper measure of such damages.

12  
13 42. The claims asserted by Plaintiff are typical of the claims of the Class Members,  
14 as his claims arise from the same course of conduct by Defendant and the relief sought is  
15 common. Plaintiff, like all Class Members, was exposed to Defendants' misrepresentations and  
16 unfair business practices and suffered an injury.

17  
18 43. Plaintiff will fairly and adequately represent and protect the interests of the Class  
19 Members. Plaintiff has retained counsel competent and experienced in both consumer  
20 protection and class action litigation.

21  
22 44. Certification of this class action is appropriate under F.R.C.P. 23(b) because the  
23 above questions of law or fact common to the respective Members of the Class predominate  
24 over questions of law or fact affecting only individual Members. This predominance makes  
25 class litigation superior to any other method available for the fair and efficient adjudication of  
26 these claims.



1 45. Absent a class action, it would be highly unlikely that Plaintiff or any other Class  
2 Members could protect their own interests because the cost of litigation through individual  
3 lawsuits would exceed any expected recovery.

4  
5 46. Certification is also appropriate because Defendant has acted or refused to act on  
6 grounds applicable to the Class, making appropriate final injunctive relief with respect to the  
7 Class as a whole.

8  
9 47. Further, given the large number of Uber users, allowing individual actions to  
10 proceed in lieu of a class action would risk yielding inconsistent and conflicting adjudications.

11  
12 48. A class action is a fair and appropriate method for the adjudication of this  
13 controversy, in that it will permit many claims to be resolved in a single forum simultaneously,  
14 efficiently, and without the unnecessary hardship that would result from the prosecution of  
15 numerous individual actions and the duplication of discovery, effort, expense and burden on the  
16 courts that such individual actions would engender.

17  
18 49. The benefits of proceeding as a class action, including providing a method for  
19 obtaining redress for claims that would not be practical to pursue individually, outweigh any  
20 difficulties that might be argued regarding the management of this class action.

21  
22 **FIRST CLAIM FOR RELIEF**

23 **Cal. Bus. & Prof. Code § 17200, *et seq.***

24 **(Unfair Competition)**

25  
26 50. Plaintiff repeats every allegation contained in the paragraphs above and  
27 incorporates such allegations by reference. Plaintiff brings this cause of action on behalf of  
28 himself and the Class.

1           51. Plaintiff Jacob Sabatino brings this cause of action in a representative capacity,  
2 and on behalf of the members of the Class. Plaintiff is an Uber account-holder and user who  
3 has suffered a direct injury and lost money as a result of the Defendants' unfair competition.

4  
5           52. California Bus. and Prof. Code § 17200 et seq. makes it unlawful for any person  
6 to engage in "any unlawful, unfair or fraudulent business act or practice."

7  
8           53. The Defendants have engaged in business acts that are **unfair** in the following  
9 particulars:

10  
11           a. Advertising that their cars are "the safest on the road," when the  
12 Defendants i) use substandard background checks, ii) fail to personally meet their drivers, iii)  
13 have no training programs of any kind for their drivers, iv) have no supervision or oversight of  
14 their drivers, v) have no security measures in place to ensure that their drivers' vehicle  
15 inspections are not falsified, and vi) do not verify that the photographs of their drivers' cars are  
16 actually the applicant's car.

17  
18           b. Advertising that they conduct "industry-leading" background checks on  
19 their drivers, when the Defendants i) do not use the Live Scan biometric fingerprinting process,  
20 ii) fail to personally meet their drivers, iii) do not verify that the social security number used by  
21 the an applicant is actually his number, and iv) are told by their background company, Hirease,  
22 that the information in the reports is not necessarily reliable.

23  
24           c. Advertising that their background checking process and standards are  
25 "often more rigorous than what is required to become a taxi driver," when the taxicab  
26 application process used by the San Francisco Municipal Transportation Agency – the agency in  
27 the same city as Uber – is infinitely more rigorous than the Defendants'.

1           d.       Advertising that they have “best-in-class insurance coverage,” when their  
2 commercial insurance policy is issued by James River Insurance Company, a non-admitted  
3 carrier, unlicensed by the California Department of Insurance.

4  
5           e.       Informing their drivers that “most personal auto insurance will provide  
6 coverage” during the time that a driver is available and looking for a rider, when personal auto  
7 policies typically do not cover events that occur during any form of ridesharing activities.

8  
9           54.     The Defendants have engaged in business acts that are **fraudulent** in the  
10 following particulars:

11  
12           a.       Advertising that their cars are “the safest on the road,” when the  
13 Defendants i) use substandard background checks, ii) fail to personally meet their drivers, iii)  
14 have no training programs of any kind for their drivers, iv) have no supervision or oversight of  
15 their drivers, v) have no security measures in place to ensure that their drivers’ vehicle  
16 inspections are not falsified, and vi) do not verify that the photographs of their drivers’ cars are  
17 actually the applicant’s car.

18  
19           b.       Advertising that they conduct “industry-leading” background checks on  
20 their drivers, when the Defendants i) do not use the Live Scan biometric fingerprinting process,  
21 ii) fail to personally meet their drivers, iii) do not verify that the social security number used by  
22 the an applicant is actually his number, and iv) are told by their background company, Hirease,  
23 that the information in the reports is not necessarily reliable.

24  
25           c.       Advertising that their background checking process and standards are  
26 “often more rigorous than what is required to become a taxi driver,” when the taxicab  
27 application process used by the San Francisco Municipal Transportation Agency – the agency in  
28 the same city as Uber – is infinitely more rigorous than the Defendants’.

1           d.       Advertising that they have “best-in-class insurance coverage,” when their  
2 commercial insurance policy is issued by James River Insurance Company, a non-admitted  
3 carrier, unlicensed by the California Department of Insurance.

4  
5           e.       Informing their drivers that “most personal auto insurance will provide  
6 coverage” during the time that a driver is available and looking for a rider, when personal auto  
7 policies typically do not cover events that occur during any form of ridesharing activities.

8  
9           55.     The Defendants have engaged in business acts that are **unlawful** in the following  
10 particulars:

11  
12           a.     Failing to verify that their drivers’ vehicle inspection forms are not  
13 falsified, in violation of CUP Decision No. 13-09-045 and California Public Utilities Code  
14 §5411.

15  
16           b.     Failing to disclose on the Uber app and the Uber website the fact that  
17 they are required to provide \$1 million of coverage “while they are providing TNC services,” in  
18 violation of CUP Decision No. 13-09-045 and California Public Utilities Code §5411.

19  
20           c.     Failing to verify that their drivers carry evidence of commercial insurance  
21 with them, in violation of CUP Decision No. 13-09-045 and California Public Utilities Code  
22 §5411.

23  
24           d.     Failing to include on the Uber app information about Uber’s zero-  
25 tolerance policy, in violation of CUP Decision No. 13-09-045 and California Public Utilities  
26 Code §5411.

1 e. Failing to include on the Uber app methods for reporting a driver  
2 suspected of being under the influence, in violation of CUP Decision No. 13-09-045 and  
3 California Public Utilities Code §5411.

4  
5 f. Failing to include on the Uber website the California Public Utilities  
6 Commission's phone number and email address, in violation of CUP Decision No. 13-09-045  
7 and California Public Utilities Code §5411.

8  
9 g. Failing to provide their drivers with a driver training program, in  
10 violation of CUP Decision No. 13-09-045 and California Public Utilities Code §5411.

11  
12 h. Failing to have their drivers display on their vehicles consistent trade  
13 dress readable from 50 feet, and failing to have their drivers display on their vehicles consistent  
14 trade dress sufficient to allow a passenger, government official, or member of the public to  
15 associate a vehicle with Uber, in violation of CUP Decision No. 13-09-045 and California  
16 Public Utilities Code §5411.

17  
18 i. Failing to ensure that their drivers do not accept street hails from  
19 potential passengers, in violation of CUP Decision No. 13-09-045 and California Public  
20 Utilities Code §5411.

21  
22 j. Violating Cal. Civil Code §§ 1770(a)(5), 1770(a)(7), 1770(a)(9) and  
23 1770(a)(14) by advertising that their cars are "the safest on the road," when the Defendants i)  
24 use substandard background checks, ii) fail to personally meet their drivers, iii) have no training  
25 programs of any kind for their drivers, iv) have no supervision or oversight of their drivers, v)  
26 have no security measures in place to ensure that their drivers' vehicle inspections are not  
27 falsified, and vi) do not verify that the photographs of their drivers' cars are actually the  
28 applicant's car.

1 k. Violating Cal. Civil Code §§ 1770(a)(5), 1770(a)(7), 1770(a)(9) and  
2 1770(a)(14) by advertising that they conduct “industry-leading” background checks on their  
3 drivers, when the Defendants i) do not use the Live Scan biometric fingerprinting process, ii)  
4 fail to personally meet their drivers, iii) do not verify that the social security number used by the  
5 an applicant is actually his number, and iv) are told by their background company, Hirease, that  
6 the information in the reports is not necessarily reliable.

7  
8 l. Violating Cal. Civil Code §§ 1770(a)(5), 1770(a)(7), 1770(a)(9) and  
9 1770(a)(14) by advertising that their background checking process and standards are “often  
10 more rigorous than what is required to become a taxi driver,” when the taxicab application  
11 process used by the San Francisco Municipal Transportation Agency – the agency in the same  
12 city as Uber – is infinitely more rigorous than the Defendants’.

13  
14 m. Violating Cal. Civil Code §§ 1770(a)(5), 1770(a)(7), 1770(a)(9) and  
15 1770(a)(14) by advertising that they have “best-in-class insurance coverage,” when their  
16 commercial insurance policy is issued by James River Insurance Company, a non-admitted  
17 carrier, unlicensed by the California Department of Insurance.

18  
19 56. The utility of Defendants’ practices related to the advertising, marketing and  
20 promotion of their services is negligible, if there is any utility at all, when weighed against the  
21 harm caused by misrepresenting the facts to the general public and members of the Class.

22  
23 57. The adverse impact upon members of the general public and the Class who used  
24 Uber’s services outweighs any reasons or justifications by Defendants for the unfair business  
25 practices the Defendants employed.

26  
27 58. Defendants had an improper motive (profit before accurate marketing) in their  
28 practices related to the advertising, marketing and promotion of their services.

1           59. Using such unfair business acts and practices was and is under the sole control of  
2 Defendants, and was deceptively concealed from Plaintiff, other members of the Class, and the  
3 general public such that they could not reasonably determine this inaccuracy prior to utilizing  
4 Defendants' services.

5  
6           60. These deceptive acts and practices had a capacity, tendency, and likelihood to  
7 deceive and confuse reasonable consumers into believing Defendants' services had qualities  
8 they do not have.

9  
10           61. As a direct and proximate result of Defendants' unfair, fraudulent and unlawful  
11 business practices, Plaintiff and members of the Class have suffered damages in that they have  
12 expended money and risked their safety and wellbeing using Defendants' unsafe and  
13 unregulated rideshare service. Plaintiff and members of the Class are therefore entitled to i)  
14 injunctive relief, ii) restitution of all monies acquired by Defendants from the members of the  
15 Class, and iii) attorneys' fees and costs incurred in bring this claim.

16  
17                                   **SECOND CLAIM FOR RELIEF**

18                                   **Cal. Bus. & Prof. Code § 17500, *et seq.***

19                                   **(False Advertising)**

20  
21           62. Plaintiff repeats every allegation contained in the paragraphs above and  
22 incorporates such allegations by reference. Plaintiff brings this cause of action on behalf of  
23 himself and the Class.

24  
25           63. Plaintiff Jacob Sabatino brings this cause of action in a representative capacity,  
26 and on behalf of the members of the Class. Plaintiff is an Uber account-holder and user who  
27 has suffered a direct injury and lost money as a result of the Defendants' false advertising.

1           64. California Bus. and Prof. Code § 17500 et seq. makes it unlawful for any entity,  
2 with the direct or indirect intent to perform services, to disseminate before the public any  
3 statement that is untrue or misleading.

4  
5           65. The Defendants have disseminated to the public through their advertising,  
6 website and smartphone app the following statements that are untrue or misleading:

7  
8           a. Statements that their cars are “the safest on the road,” when the  
9 Defendants i) use substandard background checks, ii) fail to personally meet their drivers, iii)  
10 have no training programs of any kind for their drivers, iv) have no supervision or oversight of  
11 their drivers, v) have no security measures in place to ensure that their drivers’ vehicle  
12 inspections are not falsified, and vi) do not verify that the photographs of their drivers’ cars are  
13 actually the applicant’s car.

14  
15           b. Statements that they conduct “industry-leading” background checks on  
16 their drivers, when the Defendants i) do not use the Live Scan biometric fingerprinting process,  
17 ii) fail to personally meet their drivers, iii) do not verify that the social security number used by  
18 the an applicant is actually his number, and iv) are told by their background company, Hirease,  
19 that the information in the reports is not necessarily reliable.

20  
21           c. Statements that their background checking process and standards are  
22 “often more rigorous than what is required to become a taxi driver,” when the taxicab  
23 application process used by the San Francisco Municipal Transportation Agency – the agency in  
24 the same city as Uber – is infinitely more rigorous than the Defendants’.

25  
26           d. Statements that they have “best-in-class insurance coverage,” when their  
27 commercial insurance policy is issued by James River Insurance Company, a non-admitted  
28 carrier, unlicensed by the California Department of Insurance.



1 66. As a direct and proximate result of Defendants' untrue and misleading  
2 statements, Plaintiff and members of the Class have suffered damages in that they have  
3 expended money and risked their safety and wellbeing using Defendants' unsafe and  
4 unregulated rideshare service. Plaintiff and members of the Class are therefore entitled to i)  
5 injunctive relief, ii) restitution of all monies acquired by Defendants from the members of the  
6 Class, and iii) attorneys' fees and costs incurred in bring this claim.

7  
8 **THIRD CLAIM FOR RELIEF**

9 **Cal. Civil Code § 1770, *et seq.***

10 **(Consumer Legal Remedies Act)**

11  
12 67. Plaintiff repeats every allegation contained in the paragraphs above and  
13 incorporates such allegations by reference. Plaintiff brings this cause of action on behalf of  
14 himself and the Class.

15  
16 68. Plaintiff Jacob Sabatino brings this cause of action in a representative capacity,  
17 and on behalf of the members of the Class. Plaintiff is an Uber account-holder and user who  
18 has suffered a direct injury and lost money as a result of the Defendants' unlawful acts.

19  
20 69. Plaintiff Jacob Sabatino and members of the Class are "consumers," as defined by  
21 Cal. Civ. Code § 1761(d).

22  
23 70. Defendants are "persons," as defined by California Civil Code § 1761(c).

24  
25 71. Defendants have engaged in business acts that are unfair and deceptive in the  
26 following particulars, in violation of Cal. Civ. Code §§ 1770(a)(5), 1770(a)(7), 1170(a)(9) and  
27 1770(a)(14):  
28

1           a.       Advertising that their cars are “the safest on the road,” when the  
2 Defendants i) use substandard background checks, ii) fail to personally meet their drivers, iii)  
3 have no training programs of any kind for their drivers, iv) have no supervision or oversight of  
4 their drivers, v) have no security measures in place to ensure that their drivers’ vehicle  
5 inspections are not falsified, and vi) do not verify that the photographs of their drivers’ cars are  
6 actually the applicant’s car.

7  
8           b.       Advertising that they conduct “industry-leading” background checks on  
9 their drivers, when the Defendants i) do not use the Live Scan biometric fingerprinting process,  
10 ii) fail to personally meet their drivers, iii) do not verify that the social security number used by  
11 the an applicant is actually his number, and iv) are told by their background company, Hirease,  
12 that the information in the reports is not necessarily reliable.

13  
14           c.       Advertising that their background checking process and standards are  
15 “often more rigorous than what is required to become a taxi driver,” when the taxicab  
16 application process used by the San Francisco Municipal Transportation Agency – the agency in  
17 the same city as Uber – is infinitely more rigorous than the Defendants’.

18  
19           d.       Advertising that they have “best-in-class insurance coverage,” when their  
20 commercial insurance policy is issued by James River Insurance Company, a non-admitted  
21 carrier, unlicensed by the California Department of Insurance.

22  
23       72.       As a direct and proximate result of Defendants’ unfair and deceptive business  
24 practices, Plaintiff and members of the Class have suffered damages in that they have expended  
25 money and risked their safety and wellbeing using Defendants’ unsafe and unregulated  
26 rideshare service. Plaintiff and members of the Class are therefore entitled to i) injunctive  
27 relief, ii) restitution of all monies acquired by Defendants from the members of the Class, and  
28 iii) attorneys’ fees and costs incurred in bring this claim.

**PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff, for himself and all others similarly situated, prays for relief against Defendants, jointly and severally under each Claim for Relief in this Complaint as follows:

1. For an order certifying the Class and appointing Plaintiff's counsel as Class Counsel;

2. For an order enjoining Defendants as follows:

a. From engaging in business acts that are unfair, fraudulent or unlawful.

b. From making statements that are untrue or misleading.

c. From engaging in business acts that are unfair and deceptive.

3. For an order restoring all monies acquired by Defendants from the members of the Class.

4. For an order awarding attorneys' fees incurred in bring this claim, pursuant to Cal. Code Civ. Proc. § 1021.5 and Cal. Civil Code § 1780(e).

5. For an order awarding interest at the legal rate.

6. For an order awarding costs incurred in bring this claim.

7. For an order providing such further relief as may be found just and proper.

**MLG AUTOMOTIVE LAW, APLC**

Dated: January 26, 2015

By:           /s/ Jonathan A. Michaels  
Jonathan A. Michaels, Esq.  
Kathryn J. Harvey, Esq.  
Kianna C. Parviz, Esq.  
Attorneys for Plaintiff,  
Jacob Sabatino

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**JURY DEMAND**

Plaintiff hereby demands a trial by jury on all issues so triable.

**MLG AUTOMOTIVE LAW, APLC**

Dated: January 26, 2015

By:           /s/ Jonathan A. Michaels            
Jonathan A. Michaels, Esq.  
Kathryn J. Harvey, Esq.  
Kianna C. Parviz, Esq.  
Attorneys for Plaintiff,  
Jacob Sabatino

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JS 44 (Rev. 12/12) cand rev (1/15/13)

**CIVIL COVER SHEET**

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

**I. (a) PLAINTIFFS**

JACOB SABATINO, individually, and on behalf of all others similarly situated

(b) County of Residence of First Listed Plaintiff Orange County, CA  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

MLG Automotive Law, APLC  
Jonathan A. Michaels, SBN 180455  
2801 W. Coast Hwy., Suite 370, Newport Beach, CA 92663

**DEFENDANTS**

UBER TECHNOLOGIES, INC., a Delaware corporation; RASIER, LLC, a Delaware limited liability company; RASIER-CA, LLC, a Delaware limited liability company; RASIER-DC, LLC, a Delaware limited liability company; RASIER-PA, LLC, a Delaware limited liability company; and Does 1 to 25, inclusive,

County of Residence of First Listed Defendant San Francisco, CA  
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff
- 2 U.S. Government Defendant
- 3 Federal Question (U.S. Government Not a Party)
- 4 Diversity (Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)

	PTF	DEF		PTF	DEF
Citizen of This State	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input checked="" type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input checked="" type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS			
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

**V. ORIGIN** (Place an "X" in One Box Only)

- 1 Original Proceeding
- 2 Removed from State Court
- 3 Remanded from Appellate Court
- 4 Reinstated or Reopened
- 5 Transferred from Another District (specify)
- 6 Multidistrict Litigation

**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
28 U.S.C. § 1332(d)

Brief description of cause:  
Plaintiff is suing for unfair competition and violations of consumer legal remedies act

**VII. REQUESTED IN COMPLAINT:**

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ 5,000,000.00 CHECK YES only if demanded in complaint: JURY DEMAND:  Yes  No

**VIII. RELATED CASE(S) IF ANY**

(See instructions): JUDGE See Notice, Filed Herewith DOCKET NUMBER

DATE 01/26/2015 SIGNATURE OF ATTORNEY OF RECORD

**IX. DIVISIONAL ASSIGNMENT (Civil L.R. 3-2)**

(Place an "X" in One Box Only)  SAN FRANCISCO/OAKLAND  SAN JOSE  EUREKA

**INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44**

## Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.  
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.  
 United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.  
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.  
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.
- V. Origin.** Place an "X" in one of the six boxes.  
 Original Proceedings. (1) Cases which originate in the United States district courts.  
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.  
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.  
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.  
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.  
 Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.  
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.  
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

**Date and Attorney Signature.** Date and sign the civil cover sheet.

1 **MLG AUTOMOTIVE LAW, APLC**  
 A Professional Law Corporation  
 2 Jonathan A. Michaels, Esq. – State Bar No. 180455  
 Kathryn J. Harvey, Esq. – State Bar No. 241029  
 3 Kianna C. Parviz, Esq. – State Bar No. 293568  
 2801 W. Coast Highway, Suite 370  
 4 Newport Beach, CA 92663  
 Telephone: (949) 581-6900  
 5 Facsimile: (949) 581-6908  
 6 (jmichaels@mlgautomotivelaw.com)  
 (kharvey@mlgautomotivelaw.com)  
 7 (kparviz@mlgautomotivelaw.com)

8 Attorneys for Plaintiff,  
 9 Jacob Sabatino

10 **UNITED STATES DISTRICT COURT**  
 11 **NORTHERN DISTRICT OF CALIFORNIA**  
 12 **SAN FRANCISCO DIVISION**

13 JACOB SABATINO, individually, and on  
 14 behalf of all others similarly situated,

15 **Plaintiffs,**

16 vs.

17 UBER TECHNOLOGIES, INC., a Delaware  
 18 corporation; RASIER, LLC, a Delaware  
 limited liability company; RASIER-CA, LLC,  
 19 a Delaware limited liability company;  
 RASIER-DC, LLC, a Delaware limited  
 20 liability company; RASIER-PA, LLC, a  
 Delaware limited liability company; and  
 21 DOES 1 to 25, inclusive,

22 **Defendants.**

Case No.

**NOTICE OF RELATED CASES**  
**[Local Rule 89-1.3]**



1 **TO THE CLERK OF THE UNITED STATES DISTRICT COURT AND**  
2 **TO DEFENDANT AND ITS COUNSEL OF RECORD:**

3 In accordance with Local Rule 3-12, Plaintiff Jacob Sabatino files the instant  
4 Notice of Related Cases. This action, *Sabatino v. Uber Technologies, Inc. et al.*, which will be  
5 filed in this District, is related to the following actions currently pending before the Court:

6 1. *Philliben, et.al. v. Uber Technologies, Inc., et.al.*, United States District Court  
7 Case No.: 4:14-cv-05615-DMR;

8 2. *Pappey v. Uber Technologies, Inc., et.al.*, United States District Court Case No.:  
9 3:15-cv-00064-EDL;

10 3. *Ehret v. v. Uber Technologies, Inc., et.al.*, United States District Court Case No.:  
11 3:14-cv-00113-EMC;

12 Pursuant to Local Rule 3-12, Plaintiff *Sabatino* states that this matter and the  
13 above related cases arise from the same or a closely related transaction, happening or event, and  
14 therefore are likely to entail substantial duplication of labor for the judges assigned each  
15 respective case. Each Complaint was brought by a class of consumers alleging the liability of  
16 *Uber Technologies, Inc., et al.* for their acts of unlawful competition and false or misleading  
17 advertising. These claims are being made against many of the same Defendants, and challenge  
18 the same or similar course of conduct.

19 It appears likely there will be an unduly burdensome duplication of labor and  
20 expense of these cases are heard by different judges. Relating *Sabatino* with the above Related  
21 Cases will help eliminate duplicative discovery, prevent inconsistent rulings, and conserve the  
22 resources of the parties, their counsel, and the judiciary.

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Attorneys for Plaintiff,  
Jacob Sabatino

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION**

JACOB SABATINO, individually, and on  
behalf of all others similarly situated,

Plaintiffs,  
vs.

UBER TECHNOLOGIES, INC., a Delaware  
corporation; RASIER, LLC, a Delaware  
limited liability company; RASIER-CA, LLC,  
a Delaware limited liability company;  
RASIER-DC, LLC, a Delaware limited  
liability company; RASIER-PA, LLC, a  
Delaware limited liability company; and  
DOES 1 to 25, inclusive,

Defendants.

Case No.

**PLAINTIFF’S DISCLOSURE  
STATEMENT AND CERTIFICATE OF  
INTERESTED ENTITIES**

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1 Pursuant to Federal Rule of Civil Procedure 7.1 of and Civil L.R. 3-15, the undersigned  
2 certifies that as of this date, other than the named parties, there are no additional interested  
3 parties to report.

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5 **MLG AUTOMOTIVE LAW, APLC**

6 Dated: January 26, 2015

7 By:           /s/ Jonathan A. Michaels            
8 Jonathan A. Michaels, Esq.  
9 Kathryn J. Harvey, Esq.  
10 Kianna C. Parviz, Esq.  
11 Attorneys for Plaintiff,  
12 Jacob Sabatino  
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