

Docket No.: I.21-12-001
Commissioner Genevieve Shiroma
ALJ: Brian Stevens
Exhibit No.: _____
Date: May 18, 2022
Witness: Peter Sauerwein

**OPENING TESTIMONY OF PETER SAUERWEIN
ON BEHALF OF UBER TECHNOLOGIES, INC.**

(PUBLIC VERSION)

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1 **I. INTRODUCTION AND BACKGROUND.**

2 **1. Q. Please state your name and your business address.**

3 A: My name is Peter Sauerwein. My business address is 1191 2nd Ave,
4 Seattle, WA 98101.

5 **2. Q. What is your role at Uber?**

6 A: I am currently a Senior Manager of Business Operations at Uber
7 Technologies, Inc. (“Uber”). I joined Uber in 2016. From 2019 to late 2020, I headed Uber’s
8 Western Region Regulatory Operations (“RegOps”) Team. While leading the RegOps team, I
9 oversaw regulatory operations in Uber’s western region, including for Uber’s California-based
10 mobility business. My professional and educational background is provided in Exhibit A.

11 **3. Q. What does the Regulatory Operations team do at Uber?**

12 A: The RegOps team manages regulatory compliance for Uber. This includes,
13 confirming that products available on Uber’s platform, including products involving charter-party
14 carrier (“TCP”) operations, are reliable and comply with applicable regulations. The team creates
15 and implements Uber’s compliance policies and programs for onboarding TCPs (“fleet partners”)
16 operating on Uber’s platform. The team also reviews whether these fleet partners possess active
17 and valid TCP licenses after they gain access to the Uber platform. They also help Uber respond
18 to regulators’ inquiries or investigations, including the initial information requests in this
19 proceeding.

20 **4. Q. Have you previously testified before the California Public Utilities**
21 **Commission (“CPUC”)?**

22 A: No.

23 **5. Q. What instigated this investigation proceeding?**

24 A: A small fraction of fleet partners operating on the Uber platform
25 fraudulently deceived the public, the Commission, and Uber, and provided transportation to riders
26 when they did not have valid TCP licenses.

1 **6. Q. Why is this proceeding important to Uber?**

2 A: Uber is committed to working with the CPUC to eliminate this fraud as fully
3 as possible on the Uber platform and to support the CPUC’s broader efforts to eliminate fraudulent
4 TCP operations. This fraud is a problem not just for the public and the CPUC, but also for Uber’s
5 business, which depends on its reputation and customer goodwill. Uber has invested and will
6 continue to invest in enhancing its fraud protections. Uber has a robust regulatory compliance
7 operation that includes reporting tools, data collection processes and professional operations
8 personnel. The CPUC can support our efforts to eliminate fraud on the Uber platform by
9 publishing information we can use to intercept fraudulent misconduct. We hope that this
10 proceeding will provide us with the collective opportunity to focus on solving this problem.

11 **7. Q. What is the purpose of your testimony?**

12 A: *First*, I explain how the public, the CPUC, and Uber have been defrauded
13 by certain third-party operators who exploited blind spots in CPUC data available to Uber. *Second*,
14 I explain the efforts Uber has made to detect and prevent third-party operators masquerading as
15 authorized TCP operators, and how these efforts are limited by the data that the CPUC makes
16 available to Uber. *Third*, I describe the immediate actions Uber took in response to the perpetrated
17 fraud by expelling the bad actors, further enhancing its fraud protections, and cooperating with the
18 CPUC’s enforcement efforts. *Fourth*, I provide some background on Uber’s business operations
19 involving TCPs in California, the growth and development of those operations, and Uber’s
20 business interests in preserving the integrity of the legitimate operations of those fleet partners.
21 *Finally*, I explain how Uber’s fraud prevention efforts continue to evolve and how the CPUC can
22 help Uber prevent this fraud and misconduct from taking place, including by: (1) putting names of
23 authorized individuals on the TCP license to allow Uber to compare with the names of putative
24 operators requesting access to the Uber platform; and (2) publishing exact copies of the TCP
25 licenses the CPUC issues, so that Uber can compare submitted TCP licenses with the original.

1 **II. FRAUD WAS PERPETRATED AGAINST THE PUBLIC, THE CPUC, AND**
2 **UBER.**

3 **1. Q. Describe how bad actors have exploited limitations in CPUC data?**

4 A: In 2019, Uber learned that a small number of third-party operators were
5 exploiting blind spots in the CPUC data available to Uber. These operators deliberately
6 misrepresented their TCP authorization to Uber. They defrauded Uber to gain access to Uber’s
7 platform in order to provide transportation improperly to the public without CPUC authorization.

8 **2. Q. What blind spots in CPUC data did Uber learn of?**

9 A: Uber identified three types of issues. First, rogue individuals or entities
10 submitted a valid TCP license to Uber, but falsely represented their authorization to provide
11 services pursuant to that license. Since available CPUC data does not list each driver authorized
12 to operate under a TCP license, Uber had no means to verify the authorization for that particular
13 operator until the discrepancy was discovered by CPUC enforcement agents. Second, other bad
14 actors submitted valid TCP licenses they obtained by defrauding the CPUC—for example, by
15 submitting falsified vehicle registrations and insurance certificates to the CPUC along with their
16 TCP applications. Third, some bad actors submitted forgeries of CPUC-issued TCP licenses—
17 forgeries that included affixing what appear to be mimeographed signatures of CPUC officials and
18 counterfeit CPUC insignia.

19 **3. Q. Was the fraud targeting Uber widespread?**

20 A: Fortunately not. [BEGIN CONFIDENTIAL] [REDACTED]

21 [REDACTED]
22 [REDACTED]

23 [REDACTED] [END CONFIDENTIAL]

1 **III. UBER HAS ALWAYS TRIED TO DETECT AND PREVENT THIRD-PARTY**
2 **OPERATORS MASQUERADING AS AUTHORIZED TCP OPERATORS, BUT**
3 **UBER IS LIMITED BY AVAILABLE CPUC DATA.**

4 **1. Q. Describe the investments Uber has made in regulatory compliance,**
5 **specifically with respect to California TCP rules.**

6 A: Uber commits considerable resources to compliance efforts, including a
7 large staff who work on regulatory compliance issues in the California market, in addition to their
8 other responsibilities. Members of those teams include, among others, lawyers, analysts, and
9 operations specialists who spend considerable time on California-focused compliance issues,
10 including those specific to TCP operations on the Uber platform. These employees and agents
11 may also review documents submitted by fleet-owner partners, implement and refine Uber's
12 compliance processes, tools, and document review processes, conduct both independent audits and
13 those in response to regulatory requests, and implement improvements to our onboarding
14 processes.

15 **2. Q. What measures did Uber initially take to prevent TCP fraud?**

16 A: Uber collects a copy of the CPUC-issued TCP license to confirm
17 authorization to transport passengers. Uber also requires fleet partners to provide copies of other
18 documents, including commercial driver's licenses, vehicle registrations, insurance documents,
19 and proof of vehicle inspections. Any driver operating under a TCP license holder must also
20 complete a background check before they are given access to the platform. These processes have
21 been in place for years, well before Uber itself obtained a TCP license.

22 **3. Q. What fraud prevention processes did Uber put in place to confirm**
23 **whether a TCP license submitted by a fleet partner is valid?**

24 A: A fleet partner must submit an electronic copy of their official TCP license
25 to Uber through the Uber App. That document is reviewed by trained agents who compare the
26 submitted TCP license information with the TCP license information on the Commission's official
27 database (<https://tcpportal.cpuc.ca.gov/TCP/s/>). Relying on the information in that official
28 database, Uber's agents determine whether an applicant's TCP license is in active, suspended,

1 expired, or revoked status in the CPUC’s database, and whether the information on the copy
2 submitted by the applicant matches the information available from the CPUC’s database.

3 **4. Q. Why does Uber rely on the CPUC’s database?**

4 A: Since the CPUC reviews, approves, and confirms operators meet
5 requirements during the TCP license application, CPUC data is the best information Uber has to
6 determine if an entity possesses active and valid TCP authority. The CPUC would neither approve
7 a TCP license nor publicly validate a license without having determined that the carrier meets all
8 CPUC requirements.

9 **5. Q. What TCP license information does the CPUC database provide?**

10 A: For each TCP license, the CPUC database displays the license number, the
11 entity to which the license was issued, any other business names used by that entity, whether the
12 license is in active, suspended, expired, or revoked status, and the city where the licensee is located.

13 **6. Q. Does the CPUC database notify Uber when there is a status change**
14 **for a TCP license associated with the Uber platform?**

15 A: No.

16 **7. Q. Does the CPUC database provide a basis to determine if the status of**
17 **a TCP license has changed over time and the dates of those changes?**

18 A: No.

19 **8. Q. Are fleet partners required to hold and maintain a CPUC-issued**
20 **license?**

21 A: Yes. Fleet partners agree to comply with all applicable laws and regulatory
22 requirements, including the requirements set by the CPUC to obtain a valid TCP license, and to
23 hold and maintain that license. They must agree to these terms to operate on the Uber platform.
24 A fleet partner found to have violated these terms will have their access removed. The previous
25 version of this agreement - called the Technology Services Agreement - was in effect through
26 January 2020 and is attached as Exhibit B. It was previously produced to CPED in response to
27 Data Request 2, in prior CPED data requests, and filed with the Commission in the R.12-12-011

1 proceeding. The current version of this agreement, called the Platform Access Agreement, is
2 attached as Exhibit C and was provided in response to Data Request 2.

3 **9. Q. How does Uber determine whether there is a change to the license**
4 **status of TCP fleet partners utilizing the Uber platform?**

5 A: When Uber became aware that the CPUC would revoke or suspend TCP
6 licenses without notice to Uber, we proactively developed a process to address changing TCP
7 license statuses. Uber created a mechanism to regularly check for updates to the CPUC data to
8 determine if a fleet partner's TCP license is no longer active. Uber initially relied on a regularly
9 updated TCP "lookup" file available on the CPUC's previous TCP database. Relying on that
10 official CPUC-published information, Uber directed its agents to perform bi-weekly and later
11 weekly cross-checks to confirm the license status of current fleet partners. The CPUC transitioned
12 to a new database in August 2021. Uber now relies on an official, CPUC-issued Excel spreadsheet
13 that provides that same information to Uber on a weekly basis.

14 **10. Q. Are there any limitations to relying on the CPUC data to confirm a**
15 **fleet partner's TCP license status?**

16 A: Yes. Although the CPUC database and the weekly spreadsheet provided by
17 CPUC staff is the most complete and updated source to confirm TCP license status, the database
18 still suffers from several limitations that allow sophisticated bad actors to defraud the CPUC and
19 Uber.

20 **11. Q. What are those limitations?**

21 A: First, and most significantly, the CPUC database does not display the names
22 of every person who owns or is authorized to operate under a particular TCP license (such as an
23 officer or partner of the entity that holds the license, or an employed driver who meets necessary
24 requirements). As a result, a putative fleet partner may submit a TCP license that appears valid
25 under another business name, and Uber has no way to verify from CPUC data whether that
26 individual is in fact authorized to use or affiliated with that TCP license.

27 Second, the Commission's database does not publish equipment statements or
28 otherwise list the Vehicle Identification Numbers of vehicles associated with a given TCP

1 license, which Uber could otherwise cross-reference to determine if a given fleet partner (and
2 any vehicle they use) is authorized to operate under a given TCP license. Exhibit D is an
3 example of the TCP profile on the CPUC database for one of Uber’s fleet partners. As you can
4 see, the CPUC provides no record of which vehicles are associated with the partner’s license or
5 which drivers may operate using that license.

6 Third, the CPUC database does not include historical information about prior owners
7 or operators authorized under the TCP license, or prior lapses in license status. Uber could also
8 use this information as a cross-reference to determine whether a given fleet partner may operate
9 under a given TCP license.

10 Fourth, because the CPUC database does not include a digital copy of the TCP license,
11 Uber cannot always reliably determine whether photos or copies of licenses uploaded by fleet
12 partners are genuine or forgeries.

13 And fifth, the information the CPUC provides to Uber does not provide real-time
14 visibility into any TCP license status changes, which limits Uber’s ability to take timely action.

15 **IV. UBER RESPONDED TO THE FRAUD BY EXPELLING THE BAD ACTORS,**
16 **ENHANCING ITS PROTECTIONS, AND COOPERATING WITH THE CPUC.**

17 **1. Q. How has Uber responded after it discovered it was being fraudulently**
18 **exploited by these bad actors?**

19 A: We took immediate action. We investigated the scope of the fraud and
20 implemented a new process intended to reduce fraud and limit bad actors on the platform. And we
21 continue to cooperate with the CPUC by sharing our data and offering to work together to find
22 solutions to help reduce fraud going forward.

23 **2. Q. What new processes to detect and prevent a fleet-owner from falsely**
24 **submitting a valid TCP license have been implemented?**

25 A: In addition to checking the CPUC database for the TCP license numbers
26 submitted by each applicant and running weekly checks using CPUC-provided information on
27 license suspensions or expirations across fleet partners already on the Uber platform, Uber trained
28 its agents to cross-reference the TCP license information provided by each applicant against

1 documents on the California Secretary of State’s business registry to determine whether the
2 applicant was listed as a director or officer of the entity holding the TCP license in the application.

3 **3. Q. Why would that be helpful in detecting fraud?**

4 A: TCP licenses are typically issued to entities. Individual names rarely appear
5 on the licenses and the CPUC database does not directly link individuals to a TCP license. That
6 makes it difficult to independently verify that an individual is authorized to operate under a
7 particular TCP license. The Secretary of State publishes records for every entity that includes the
8 names of individual members, directors, shareholders, or similar roles. By reviewing the Secretary
9 of State records, we look for the names of individuals who had applied to operate as charter-party
10 carriers on Uber’s platform to see if they are associated with the entity that actually holds the TCP
11 license.

12 **4. Q. Did the CPUC or another regulator mandate these new procedures?**

13 A: No. Uber developed this process entirely on its own.

14 **5. Q. What if a putative fleet partner is not listed on the Secretary of State
15 business registry as an officer or director affiliated with the entity
16 holding the TCP license that the putative fleet partner submitted?**

17 A: Uber agents block the putative fleet partner pending further verification.

18 **6. Q. How did you block the bad actors identified in response to this
19 investigation?**

20 A: Once the identities of partners associated with the 33 fraudulent third-party
21 operators were confirmed, we rejected any unauthorized TCP licenses still being used by those
22 operators, which made them and their fleets ineligible to accept rides through the Uber platform.
23 Those third-party operators who were not using a valid license, and any other operators who have
24 been subsequently blocked, remain ineligible to accept rides unless and until they submit a valid
25 license and verified information which passes Uber’s ordinary document review processes, and
26 today must be approved by a member of the RegOps team. In other words, these operators are
27 blocked from accepting trip requests pending verification of the required documents.

1 7. **Q. Did Uber identify any subcarriers acting without authorization**
2 **beyond the 33 identified in the CPUC Report?**

3 A: Yes. We have provided CPED with an additional 67 third-party operators
4 that had completed trips and generated revenue using *potentially* unauthorized TCP licenses,
5 meaning that the operators' information did not match currently available Secretary of State records
6 affiliated with the entity that holds the license, and we have continued to review records to identify
7 any other third-party operators using potentially unauthorized TCP licenses. This will be an
8 ongoing process to detect and reject bad actors.

9 8. **Q. Why do you characterize these partners as “potentially”**
10 **unauthorized?**

11 A: Because we cannot be certain what share of these operators' rides were
12 unauthorized, we erred on including these operators in the list of potential bad actors. The CPUC
13 database only shows a charter-party carrier's current TCP license, not its past licenses, so we
14 cannot verify the date that a prior license expired or was revoked. So Uber cannot state definitively
15 that historic rides provided by such a partner were unauthorized.

16 Additionally, in many cases, the Secretary of State's website only contains the current
17 versions of corporate documents, such as statement of information documents, for a given entity.
18 Accordingly, Uber may be unable to view the previous statement of information or other
19 corporate documents in place when a given TCP license was validated by an Uber agent to
20 confirm that an operator's name was present on those documents at that time. For both of these
21 reasons, we simply assume, but cannot know for sure, that an operator whose name does not
22 match currently accessible Secretary of State documentation lacked authorization at all times.

23 9. **Q. What enforcement actions did Uber take against those 67 third-party**
24 **operators?**

25 A: Uber blocked all 67 third-party operators pending verification.

26 10. **Q. Has Uber communicated with the third-party operators named in this**
27 **proceeding?**

28 A: Uber served data requests on the eight respondent third-party operators and
29 is waiting for a response. Those Requests are attached as Exhibit E. Uber is participating in this

1 proceeding and has fully cooperated with the CPUC, but none of the third-party operators have
2 appeared.

3 **11. Q. How has Uber cooperated with CPUC staff?**

4 A: Uber has shared its data, internal investigation results, and information
5 about its current fraud prevention and compliance processes without objection. We self-reported
6 to CPED separate instances of potentially unauthorized third-party operators even though those
7 were outside the temporal scope of this OII and not identified by CPED. We have produced
8 detailed trip and financial records, partner identifying information, as well as Uber's methods and
9 processes that aim to ensure that fleet partners possess and retain active TCP licenses. We continue
10 to review records to identify gaps and promote compliance with CPUC regulations. Our interests
11 align with the CPUC when it comes to fraud, and we know that working with the CPUC and its
12 staff presents the most effective path forward.

13 **V. UBER'S OPERATIONS INVOLVING LEGITIMATE TCPS IN CALIFORNIA**
14 **ARE GROWING.**

15 **1. Q. When did Uber begin offering products that facilitate TCP rides in**
16 **California?**

17 A: Uber first began offering products that facilitated TCP rides in 2010. Uber
18 launched the Uber Black product in 2012.

19 **2. Q. Is Uber a TCP?**

20 A: Uber is not a TCP that directly provides any transportation. In 2018, the
21 CPUC directed Uber to obtain a TCP permit to continue to facilitate transportation through its
22 platform provided by its charter-party carrier fleet partners.

23 **3. Q. How are Uber's operations involving TCPS not like traditional TCPS?**

24 A: Unlike TCPS that own vehicles to provide transportation services through
25 affiliated drivers, Uber owns no vehicles and employs no drivers. Rather, Uber contracts with
26 thousands of fleet partners, who are themselves licensed TCPS with affiliated drivers, some of
27 whom have their own independent TCP licenses. Uber provides these fleet partners a software
28 platform that enables them to connect to prospective passengers. Through these partners, Uber

1 facilitates millions of TCP trips in California completed by thousands of vehicles and thousands
2 of drivers each year.

3 **4. Q. How do fleet partners operate on the Uber platform in California?**

4 A: The Uber platform is a technology service, offered through an application
5 accessible on smartphone devices, that allows users to arrange transportation with independent
6 drivers and carriers who offer services through the platform through several product offerings. For
7 example, the Uber Black and Uber Black SUV products offer riders the ability to match with
8 professional drivers working with a CPUC-authorized TCP operator and using luxury vehicles for
9 a premium experience. Many fleet partners or their affiliated drivers also provide services to
10 passengers through Uber's other products, such as UberX. Uber collects the fare from a rider,
11 keeps a portion as a service fee, and remits the rest to the fleet partner whose driver provided the
12 transportation.

13 **5. Q. Who are the fleet partners permitted to provide rides through the**
14 **Uber platform?**

15 A: Fleet partners are often small business owners, and Uber's platform
16 provides these small business owners with access to more customers and growth opportunities.

17 **6. Q. Are fleet partners able to provide services directly and/or through**
18 **other platforms, in addition to Uber's platform?**


19 A: Yes. Fleet partners may continue to operate off-platform using their TCP
20 license authority. They may also operate on any number of additional platforms of their choice.

21 **7. Q. How have Uber's operations involving TCPs grown over the years?**

22 A: Rider demand for services delivered by fleet partners has grown rapidly on
23 Uber's platform, and new fleet partners continue to sign up for access to the Uber platform.

24 **[BEGIN CONFIDENTIAL]** 

25 **REDACTED** 

26  **[END CONFIDENTIAL]** Uber anticipates that demand for TCPs will only
27 increase as the State reopens and personal and business-related travel increases.

1 **8. Q. How has that growth benefited California overall?**

2 A: The growth of Uber’s operations involving TCPs has resulted in significant
3 scale efficiencies and allowed Uber to provide more value to users and fleet partners as a result of
4 the platform’s size and popularity. Specifically, Uber offers riders lower ride costs, shorter wait
5 times, and greater availability of drivers who are able to accept their trip requests. And they enable
6 Uber to offer fleet partners a deeper pool of potential riders, which in turn offers these partners
7 greater earnings opportunities.

8 **VI. UBER IS COMMITTED TO THE INTEGRITY OF ITS TCP OPERATIONS AND**
9 **ITS EFFORTS TO PREVENT FRAUD CONTINUE TO EVOLVE, BUT IT**
10 **NEEDS THE CPUC’S HELP.**

11 **1. Q. What is the business rationale for Uber’s investment in TCP**
12 **compliance in California?**

13 A: Uber succeeds only when it can facilitate reliable transportation options.
14 Confirming that fleet partners who have access to the Uber platform are licensed by the CPUC
15 allows us to market the reliability of our products and expand our customer base. This is especially
16 true with premium products like Uber Black. The existence of fraud or other misconduct by third-
17 party operators who lie about their CPUC authority hurts Uber’s reputation and risks the loss of
18 customer goodwill. Uber works hard to develop that goodwill, which is difficult to reestablish.
19 For these reasons, Uber has made and continues to make investments to prevent bad actors from
20 defrauding riders, regulators, and Uber and to catch and remove those bad actors.

21 **2. Q. How do these business incentives position Uber with respect to the**
22 **CPUC’s regulation of TCPs?**

23 A: We are in total alignment. Uber shares the CPUC’s desire to eliminate
24 third-party TCP misconduct on Uber’s platform, while recognizing it is difficult to completely
25 eliminate fraud in any system.

26 **3. Q. Did Uber’s regulatory compliance and fraud prevention program**
27 **evolve as Uber obtained its TCP license?**

28 A: Yes. Leading up to Uber obtaining its TCP license, our RegOps team
29 designed and implemented a TCP regulatory compliance and fraud prevention program intended
30 to ensure that Uber met its obligations as TCP license holder. Because Uber had not been regulated

1 as a TCP before that time, Uber met with CPUC staff to discuss certain compliance requirements
2 and to obtain input into various compliance issues.

3 **4. Q. What else is Uber doing to improve its fraud prevention measures?**

4 A: Our fraud prevention measures evolve to match the conduct of bad actors.
5 Two recent updates stand out. First, in April 2022, we reassigned our TCP compliance document
6 review workflow to more specialized and highly trained analysts. Second, we instituted an
7 enhanced Quality Assurance protocol that applies a more rigorous second-level review to TCP
8 documents submitted by fleet partners.

9 **5. Q. Can you describe the current document review processes being**
10 **performed by these more specialized analysts?**

11 A: These Uber analysts are trained to confirm (i) that a TCP number is present
12 on the document, (ii) that the TCP license is active on the CPUC website, (iii) that the information
13 on the document matches the information on the CPUC website, (iv) that the document is not
14 expired and has a valid expiration date, (v) that the company name and address is displayed and
15 valid, (vi) that the document appears to be an authentic copy, (vii) and that the fleet partner's name
16 is displayed. If the fleet partner's name is not directly reflected on the TCP license and the CPUC
17 database, the Uber analyst will (viii) review the available information on the Secretary of State's
18 public database or to confirm that the partner is actually affiliated with the company reflected on
19 the TCP license. The analyst will search the Secretary of State website for the corporation or LLC
20 listed on the TCP license document. The analyst then matches the company name listed on the
21 SOS document to the TCP document and ensures that at least one of the manager(s), member(s),
22 officer(s) or director(s) listed on the Secretary of State document matches the name of the partner
23 in our system. The analysts' workflow chart is attached as Exhibit F.

24 **6. Q. And what is the enhanced Quality Assurance protocol Uber now**
25 **applies?**

26 A: Today, every TCP license and Secretary of State document provided by a
27 fleet partner that is needed to verify the partner's licensure that has been approved by Uber's
28 specially trained analysts is re-reviewed in a second-level quality assurance review. Previously,

1 the TCP and Secretary of State documents were included in a pool of all charter-party carrier
2 documents, and only up to 50% of those documents were selected for a second-level review.

3 **7. Q. Are there ways the CPUC and Uber could work together to prevent**
4 **this type of fraud?**

5 A: Yes. First, if the CPUC required TCP license holders to provide the names
6 of any individual authorized to operate under the licensee’s authority, Uber could better prevent
7 bad actors from falsely using another carrier’s valid TCP license to fraudulently gain access to the
8 Uber platform. The Secretary of State document check deters a substantial amount of that fraud,
9 but bad actors may still submit fraudulent information to the Secretary of State, or owners or
10 officers of entities may change over time without updating the Secretary of State records.
11 Publishing the names of authorized individuals directly tied to a given entity’s TCP permit would
12 provide a dependable and efficient method for Uber to determine whether a fleet partner has valid
13 TCP authority. Second, the CPUC could make copies of active TCP license certificates available
14 to Uber. Images of the actual CPUC-issued certificates would improve identification and removal
15 of forged documents. Third, the CPUC could make certain historical information available to
16 Uber, such as changes to the ownership or authorized individuals who are allowed to operate under
17 a given license over time, as well as a record of changes to licensing status over time. And fourth,
18 the CPUC could publish an equipment list of authorized vehicles for each issued TCP certificate,
19 including make and model, VIN, and license plates.

20 **8. Q. Has Uber tried to secure these improvements in place?**

21 A: Yes, Uber representatives met with the Transportation Licensing and
22 Analysis Branch (“TLAB”) on May 2, 2022, to discuss publishing the names of individuals
23 authorized to operate under a given TCP license, both online and on the license certificate itself.
24 TLAB is considering our suggestions. We also committed to continuing conversations.

25 **VII. CONCLUSION**

26 **1. Q. Was this material prepared by you or under your supervision?**

27 A: Yes, it was.

1 **2. Q. Insofar as this material is factual, do you believe it to be correct?**
2 A: Yes, I do.

3 **3. Q. Insofar as this material is opinion, does it represent your best**
4 **judgment?**
5 A: Yes, it does.

6 **4. Q. Do you represent that all exhibits are true and correct copies?**
7 A: Yes, I do.

8 **5. Q. Do you adopt this testimony as your sworn testimony?**
9 A: Yes, I do.

10 **6. Q. Does this conclude your testimony?**
11 A: Yes.

EXHIBIT INDEX

Confidential Exhibit A	Peter Sauerwein Resume
Exhibit B	Uber Technology Services Agreement
Exhibit C	Uber Platform Access Agreement
Exhibit D	Sample TCP License Profile from CPUC Database
Exhibit E	Uber Data Requests to Sub-Carriers
Confidential Exhibit F	Uber TCP Permit Approval Guidelines
Exhibit G	Declaration of Confidentiality Pursuant to General Order 66-D, Section 3.2 on Behalf of Uber Technologies, Inc.

CONFIDENTIAL EXHIBIT A
PETER SAUERWEIN RESUME

PETER SAUERWEIN

EXPERIENCE

Uber Technologies - Rideshare Provider & Technology Company

Corporate Business Operations (April 2022- present)

Seattle, WA

Angi — Internet Services Company

Senior Director (Jan 2022 - April 2022)

Denver, CO

- Lead 3 functional areas — projects, payments & compliance, and customer support (team of 20+)

SFR3 - Single Family Residence Renovation & Holding Fund

Renovation Director (Jan 2021-Jan 2022)

San Francisco, CA

- Manage STL + MKE markets (\$2.6M/month run rate), 12 direct reports in various functions
- Drove fund-wide initiatives — new purchasing structure, revised QC process, and estimates

Uber Technologies - Rideshare Provider & Technology Company

UberEats Territory Lead — SF Bay Area (Nov 2020- Jan 2021)

San Francisco, CA

- P&L owner of San Francisco Bay Area UberEats marketplace
- Built a team of 3 city managers — 11 total reports including sales & operations

Head of Regulatory Operations & Strategy — US West (Dec 2019-Nov 2020)

San Francisco, CA

- Owner of regulatory operations & relationships for 17 -state western region
- Built high-performing team of 4 from the ground up including technical process suite

Ops Manager (2016-2017) Sr Ops & Logistics Manager (Aug 2018 - Jan 2019)

Denver, CO

- Ownership (supply, demand, key business metrics, events) of UT market, airport contracts

Da V ita Healthcare Partners - Fortune 200 Healthcare Services Company

Denver, CO

Manager — Operations Innovation (2015-2016)

- Led cross-functional team to identify & execute on savings opportunities in a \$100M budget
- PM of \$13M initiative to develop and implement records retention policy across 39 internal groups

Danaher Corporation — Global science & technology manufacturing company

Loveland, CO

Sr. Global Product Manager (2013-2014) Marketing Intern (2012)

- Achieved 8%+ growth (300% of expectations) on \$30M+ product line as sole product manager

Environ International Corporation - Environmental Consultancy, \$250M+ in annual revenues

Associate Consultant (2007-2008), Consultant (2008-2010)

Arlington, VA

- Delivered environmental risk assessments for 50+ properties, including interviews & research

EDUCATION

Darden School of Business/UVa School of Engineering (MBA/MS - 2013)

Charlottesville, VA

University of Virginia School of Engineering and Applied Science (BS - 2007)

Charlottesville, VA

EXHIBIT B

UBER TECHNOLOGY SERVICES AGREEMENT

UBER USA, LLC

TECHNOLOGY SERVICES AGREEMENT

Last update: December 11, 2015

This Technology Services Agreement (“*Agreement*”) constitutes a legal agreement between an independent company in the business of providing transportation services (“*Customer*” or “*You*”) and Uber USA, LLC, a limited liability company (“*Uber*”).

Uber provides the Uber Services (as defined below) for the purpose of providing lead generation to transportation services providers. The Uber Services enable an authorized transportation provider to seek, receive and fulfill requests for transportation services from an authorized user of Uber’s mobile application.

Customer is authorized to provide transportation services in the state(s) and jurisdiction(s) in which it operates, and it desires to enter into this Agreement for the purpose of accessing and using the Uber Services to enhance its transportation business.

Customer acknowledges and agrees that Uber is a technology services provider that does not provide transportation services, function as a transportation carrier, nor operate as a broker for the transportation of passengers.

In order to use the Uber Services, Customer must agree to the terms and conditions that are set forth below. Upon Customer’s execution (electronic or otherwise) of this Agreement, Customer and Uber shall be bound by the terms and conditions set forth herein.

IMPORTANT: PLEASE NOTE THAT TO USE THE UBER SERVICES AND THE ASSOCIATED SOFTWARE, YOU MUST AGREE TO THE TERMS AND CONDITIONS SET FORTH BELOW. PLEASE REVIEW THE ARBITRATION PROVISION SET FORTH BELOW IN SECTION 15.3 CAREFULLY, AS IT WILL REQUIRE YOU TO RESOLVE DISPUTES WITH UBER ON AN INDIVIDUAL BASIS, EXCEPT AS PROVIDED IN SECTION 15.3, THROUGH FINAL AND BINDING ARBITRATION UNLESS YOU CHOOSE TO OPT OUT OF THE ARBITRATION PROVISION. BY VIRTUE OF YOUR ELECTRONIC EXECUTION OF THIS AGREEMENT, YOU WILL BE ACKNOWLEDGING THAT YOU HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT (INCLUDING SECTION 15.3) AND HAVE TAKEN TIME TO CONSIDER THE CONSEQUENCES OF THIS IMPORTANT BUSINESS DECISION. IF YOU DO NOT WISH TO BE SUBJECT TO ARBITRATION, YOU MAY OPT OUT OF THE ARBITRATION PROVISION BY FOLLOWING THE INSTRUCTIONS PROVIDED IN SECTION 15.3 BELOW.

1. Definitions

- 1.1. *"Affiliate"* means an entity that, directly or indirectly, controls, is under the control of, or is under common control with a party, where control means having more than fifty percent (50%) of the voting stock or other ownership interest or the majority of the voting rights of such entity.
- 1.2. *"City Addendum"* means an addendum to this Agreement or supplemental information setting forth additional Territory-specific terms, as made available and as updated by Uber from time to time.
- 1.3. *"Device"* means an Uber Device or Driver-Provided Device, as the case may be.
- 1.4. *"Driver"* means a principal, employee or contractor of Customer: (a) who meets the then-current Uber requirements to be an active driver using the Uber Services; (b) whom Uber authorizes to access the Uber Services to provide Transportation Services on behalf of Customer; and (c) who has entered into the Driver Addendum.
- 1.5. *"Driver Addendum"* means the terms and conditions that Customer is required to enter into with a Driver prior to such Driver providing Transportation Services on behalf of Customer (as may be updated by Uber from time to time).
- 1.6. *"Driver App"* means Uber's mobile application that enables transportation providers to access the Uber Services for the purpose of seeking, receiving and fulfilling on-demand requests for transportation services by Users, as may be updated or modified by Uber at its discretion from time to time.
- 1.7. *"Driver ID"* means the identification and password key assigned by Uber to a Driver that enables a Driver to use and access the Driver App.
- 1.8. *"Driver-Provided Device"* means a mobile device owned or controlled by Customer or a Driver: (a) that meets the then-current Uber specifications for mobile devices as set forth at www.uber.com/byod-devices; and (b) on which the Driver App has been installed as authorized by Uber solely for the purpose of providing Transportation Services.
- 1.9. *"Fare"* has the meaning set forth in Section 4.1.
- 1.10. *"Service Fee"* has the meaning set forth in Section 4.4.
- 1.11. *"Taxi Services"* has the meaning set forth in Section 3.1.
- 1.12. *"Territory"* means the city or metro areas in the United States in which Customer and its Drivers are enabled by the Driver App to receive requests for Transportation Services.
- 1.13. *"Tolls"* means any applicable road, bridge, ferry, tunnel and airport charges and fees, including inner-city congestion, environmental or similar charges as reasonably determined by the Uber Services based on available information.
- 1.14. *"Transportation Services"* means the provision of passenger transportation services to Users via the Uber Services in the Territory by Customer and its Drivers using the Vehicles.
- 1.15. *"Uber Data"* means all data related to the access and use of the Uber Services hereunder, including all data related to Users (including User Information), all data related to the provision of Transportation Services via the Uber Services and the Driver App, and the Driver ID.
- 1.16. *"Uber Device"* means a mobile device owned or controlled by Uber that is provided to Customer or a Driver for the sole purpose of such Driver using the Driver App to provide Transportation Services.

- 1.17. *“Uber Services”* mean Uber’s on-demand lead generation and related services that enable transportation providers to seek, receive and fulfill on-demand requests for transportation services by Users seeking transportation services; such Uber Services include access to the Driver App and Uber’s software, websites, payment services as described in Section 4 below, and related support services systems, as may be updated or modified by Uber at its discretion from time to time.
- 1.18. *“User”* means an end user authorized by Uber to use Uber’s mobile application for the purpose of obtaining Transportation Services offered by Uber’s transportation provider customers.
- 1.19. *“User Information”* means information about a User made available to Customer or a Driver in connection with such User’s request for and use of Transportation Services, which may include the User’s name, pick-up location, contact information and photo.
- 1.20. *“Vehicle”* means any vehicle of Customer that: (a) meets the then-current Uber requirements for a vehicle on the Uber Services; and (b) Uber authorizes for use by a Driver for the purpose of providing Transportation Services on behalf of Customer.

2. Use of the Uber Services

- 2.1. **Driver IDs.** Uber will issue Customer a Driver ID for each Driver providing Transportation Services to enable Customer and each Driver to access and use the Driver App on a Device in accordance with the Driver Addendum and this Agreement. Uber reserves the right to deactivate the Driver ID of those Drivers who have not fulfilled a request for Transportation Services using the Driver App at least once a month. **Customer agrees that it will, and that it will ensure that its Drivers will, maintain Driver IDs in confidence and not share Driver IDs with any third party other than the Driver associated with such Driver ID for the purpose of providing Transportation Services. Customer will immediately notify Uber of any actual or suspected breach or improper use or disclosure of a Driver ID or the Driver App.**
- 2.2. **Provision of Transportation Services.** When the Driver App is active, User requests for Transportation Services may appear to a Driver via the Driver App if the Driver is available and in the vicinity of the User. If a Driver accepts a User’s request for Transportation Services, the Uber Services will provide certain User Information to such Driver via the Driver App, including the User’s first name and pickup location. In order to enhance User satisfaction with the Uber mobile application and a Driver’s Transportation Services, it is recommended that Driver waits at least ten (10) minutes for a User to show up at the requested pick-up location. The Driver will obtain the destination from the User, either in person upon pickup or from the Driver App if the User elects to enter such destination via Uber’s mobile application. Customer acknowledges and agrees that once a Driver has accepted a User’s request for Transportation Services, Uber’s mobile application may provide certain information about the Driver to the User, including the Driver’s first name, contact information, Customer entity name, photo and location, and the Driver’s Vehicle’s make and license plate number. Customer shall not, and shall ensure that all Drivers do not, contact any Users or use any User’s personal data for any reason other than for the purposes of fulfilling Transportation Services. As between Uber and Customer, Customer acknowledges and agrees that: (a) Customer and its Drivers are solely responsible for determining the most effective, efficient and safe manner to perform each instance of Transportation Services; and (b) except for the Uber Services or any Uber Devices (if applicable), Customer shall provide all necessary equipment, tools and other materials, at Customer’s own expense, necessary to perform Transportation Services. Customer understands and agrees that Customer and each Driver have a legal obligation under the Americans with Disabilities Act and

similar state laws to transport Users with Service Animals (as defined by applicable state and federal law), including guide dogs for the blind and visually impaired Users, and there is no exception to this obligation for allergies or religious objections. Customer's or any Driver's knowing failure to transport a User with a Service Animal shall constitute a material breach of this Agreement. Customer agrees that a "knowing failure" to comply with this legal obligation shall constitute either: (1) a denial of a ride where the Customer/Driver states the denial was due to a Service Animal; or (2) there is more than one (1) instance in which a User or the companion of a User alleges that the Customer/Driver cancelled or refused a ride on the basis of a Service Animal.

2.3. **Customer's Relationship with Users.** Customer acknowledges and agrees that Customer's provision of Transportation Services to Users creates a direct business relationship between Customer and the User. Uber is not responsible or liable for the actions or inactions of a User in relation to Customer or any Driver, the activities of Customer, a Driver or any Vehicle. Customer shall have the sole responsibility for any obligations or liabilities to Users or third parties that arise from its provision of Transportation Services. Customer acknowledges and agrees that it and each Driver are solely responsible for taking such precautions as may be reasonable and proper (including maintaining adequate insurance that meets the requirements of all applicable laws including motor vehicle financial responsibility) regarding any acts or omissions of a User or third party. Customer acknowledges and agrees that Uber may release the contact and/or insurance information of Customer and/or a Driver to a User upon such User's reasonable request. Customer acknowledges and agrees that, unless specifically consented to by a User, neither Customer nor Driver may transport or allow inside any Vehicle individuals other than a User and any individuals authorized by such User during the performance of Transportation Services for such User. Customer acknowledges and agrees, and shall ensure that its Drivers agree, that all Users should be transported directly to their specified destination, as directed by the applicable User, without unauthorized interruption or unauthorized stops.

2.4. **Customer's Relationship with Uber.** Customer acknowledges and agrees that Uber's provision to Customer of the Driver App and the Uber Services creates a direct business relationship between Uber and Customer. Uber does not, and shall not be deemed to, direct or control Customer or its Drivers generally or in their performance under this Agreement specifically, including in connection with the operation of Customer's business, the provision of Transportation Services, the acts or omissions of Drivers, or the operation and maintenance of any Vehicles. Customer and its Drivers retain the sole right to determine when, where, and for how long each of them will utilize the Driver App or the Uber Services. Customer and its Drivers retain the option, via the Driver App, to attempt to accept or to decline or ignore a User's request for Transportation Services via the Uber Services, or to cancel an accepted request for Transportation Services via the Driver App, subject to Uber's then-current cancellation policies. With the exception of any signage required by local law or permit/license requirements, Uber shall have no right to require Customer or any Driver to: (a) display Uber's or any of its Affiliates' names, logos or colors on any Vehicle(s); or (b) wear a uniform or any other clothing displaying Uber's or any of its Affiliates' names, logos or colors. Customer acknowledges and agrees that it has complete discretion to operate its independent business and direct its Drivers at its own discretion, including the ability to provide services at any time to any third party separate and apart from Transportation Services. For the sake of clarity, Customer understands that Customer retains the complete right to provide transportation services to its existing customers and to use other software application services in addition to the Uber Services. Uber retains the right to deactivate or otherwise restrict Customer or any Driver from accessing or

using the Driver App or the Uber Services in the event of a violation or alleged violation of this Agreement, a violation or alleged violation of a Driver Addendum, Customer's or any Driver's disparagement of Uber or any of its Affiliates, Customer's or any Driver's act or omission that causes harm to Uber's or its Affiliates' brand, reputation or business as determined by Uber in its sole discretion.

- 2.5. **Customer's Relationship with Drivers.** Customer shall have the sole responsibility for any obligations or liabilities to Drivers that arise from its relationship with its Drivers (including provision of Transportation Services). Customer acknowledges and agrees that it exercises sole control over the Drivers and will comply with all applicable laws (including tax, social security and employment laws) governing or otherwise applicable to its relationship with its Drivers. Notwithstanding Customer's right, if applicable, to take recourse against a Driver, Customer acknowledges and agrees that it is at all times responsible and liable for the acts and omissions of its Drivers vis-à-vis Users and Uber, even where such vicarious liability may not be mandated under applicable law. Customer shall require each Driver to enter into a Driver Addendum (as may be updated from time to time) and shall provide a copy of each executed Driver Addendum to Uber. Customer acknowledges and agrees that Uber is a third party beneficiary of each Driver Addendum, and that, upon a Driver's acceptance of the terms and conditions of the Driver Addendum, Uber will have the right (and will be deemed to have accepted the right) to enforce the Driver Addendum against the Driver as a third party beneficiary thereof.

2.6. **Ratings.**

- 2.6.1. Customer acknowledges and agrees that: (a) after receiving Transportation Services, a User will be prompted by Uber's mobile application to provide a rating of such Transportation Services and Driver and, optionally, to provide comments or feedback about such Transportation Services and Driver; and (b) after providing Transportation Services, the Driver will be prompted by the Driver App to provide a rating of the User and, optionally, to provide comments or feedback about the User. Customer shall instruct all Drivers to provide ratings and feedback in good faith.
- 2.6.2. Customer acknowledges that Uber desires that Users have access to high-quality services via Uber's mobile application. In order to continue to receive access to the Driver App and the Uber Services, each Driver must maintain an average rating by Users that exceeds the minimum average acceptable rating established by Uber for the Territory, as may be updated from time to time by Uber in its sole discretion ("*Minimum Average Rating*"). A Driver's average rating is intended to reflect Users' satisfaction with the Driver's Transportation Services rather than any such Driver's compliance with any of Uber's policies or recommendations. In the event a Driver's average rating falls below the Minimum Average Rating, Uber will notify Customer and may provide the Driver in Uber's discretion, a limited period of time to raise his or her average rating above the Minimum Average Rating. If such Driver does not increase his or her average rating above the Minimum Average Rating within the time period allowed (if any), Uber reserves the right to deactivate such Driver's access to the Driver App and the Uber Services. Additionally, Customer acknowledges and agrees that repeated failure by a Driver to accept User requests for Transportation Services while such Driver is logged in to the Driver App creates a negative experience for Users of Uber's mobile application. Accordingly, Customer agrees and shall ensure that if a Driver does not wish to accept User requests for Transportation Services for a period of time, such Driver will log off of the Driver App.

2.6.3. Uber and its Affiliates reserve the right to use, share and display Driver and User ratings and comments in any manner in connection with the business of Uber and its Affiliates without attribution to or approval of Customer or the applicable Driver. Customer acknowledges that Uber and its Affiliates are distributors (without any obligation to verify) and not publishers of Driver and User ratings and comments, provided that Uber and its Affiliates reserve the right to edit or remove comments in the event that such comments include obscenities or other objectionable content, include an individual's name or other personal information, or violate any privacy laws, other applicable laws or Uber's or its Affiliates' content policies.

2.7. **Devices.**

2.7.1. Uber encourages Customer to use Driver-Provided Devices in providing Transportation Services. Otherwise, if Customer elects to use any Uber Devices, Uber will supply Uber Devices upon request to each authorized Driver and provide the necessary wireless data plan for such Devices, provided that Uber will require reimbursement from Customer for the costs associated with the wireless data plan of each Uber Device and/or request a deposit for each Uber Device. Customer acknowledges and agrees that: (a) Uber Devices may only be used for the purpose of enabling Driver access to the Uber Services; and (b) Uber Devices may not be transferred, loaned, sold or otherwise provided in any manner to any party other than the Driver assigned to use such Uber Device. Uber Devices shall at all times remain the property of Uber, and upon termination of this Agreement or the termination or deactivation of a Driver, Customer agrees to return to Uber the applicable Uber Devices within ten (10) days. Customer acknowledges and agrees that failure to timely return any Uber Devices, or damage to Uber Devices outside of "normal wear and tear," will result in the forfeiture of related deposits.

2.7.2. If Customer elects to use any Driver-Provided Devices: (i) Customer and/or its Drivers are responsible for the acquisition, cost and maintenance of such Driver-Provided Devices as well as any necessary wireless data plan; and (ii) Uber shall make available the Driver App for installation on such Driver-Provided Devices. Uber hereby grants the authorized user of any Driver-Provided Device a personal, non-exclusive, non-transferable license to install and use the Driver App on a Driver-Provided Device solely for the purpose of providing Transportation Services. Customer agrees to not, and shall cause each applicable Driver to not, provide, distribute or share, or enable the provision, distribution or sharing of, the Driver App (or any data associated therewith) with any third party. The foregoing license grant shall immediately terminate and Driver will delete and fully remove the Driver App from the Driver-Provided Device in the event that Customer and/or the applicable Driver ceases to provide Transportation Services using the Driver-Provided Device. Customer agrees, and shall inform each applicable Driver that: (i) use of the Driver App on a Driver-Provided Device requires an active data plan with a wireless carrier associated with the Driver-Provided Device, which data plan will be provided by either Customer or the applicable Driver at their own expense; and (ii) use of the Driver App on a Driver-Provided Device as an interface with the Uber Services may consume very large amounts of data through the data plan. **UBER ADVISES THAT DRIVER-PROVIDED DEVICES ONLY BE USED UNDER A DATA PLAN WITH UNLIMITED OR VERY HIGH DATA USAGE LIMITS, AND UBER SHALL NOT BE RESPONSIBLE**

OR LIABLE FOR ANY FEES, COSTS, OR OVERAGE CHARGES ASSOCIATED WITH ANY DATA PLAN.

- 2.8. **Location Based Services.** Customer acknowledges and agrees that each Driver's geo-location information must be provided to the Uber Services via a Device in order to provide Transportation Services. Customer acknowledges and agrees, and shall inform and obtain the consent of each Driver, that: (a) the Driver's geo-location information may be obtained by the Uber Services while the Driver App is running; and (b) the approximate location of the Driver's Vehicle will be displayed to the User before and during the provision of Transportation Services to such User. In addition, Company and its Affiliates may monitor, track and share with third parties Driver's geo-location information obtained by the Driver App and Device for safety and security purposes.

3. Drivers and Vehicles

- 3.1. **Driver Requirements.** Customer acknowledges and agrees that each Driver shall at all times: (a) hold and maintain (i) a valid driver's license with the appropriate level of certification to operate the Vehicle assigned to such Driver, and (ii) all licenses, permits, approvals and authority applicable to Customer and/or Driver that are necessary to provide passenger transportation services to third parties in the Territory; (b) possess the appropriate and current level of training, expertise and experience to provide Transportation Services in a professional manner with due skill, care and diligence; and (c) maintain high standards of professionalism, service and courtesy. Customer acknowledges and agrees that each Driver may be subject to certain background and driving record checks from time to time in order for such Driver to qualify to provide, and remain eligible to provide, Transportation Services. In addition if Customer and/or Driver are using the Uber App to provide Transportation Services in conjunction with operating a taxi ("*Taxi Services*"), such Customer and/or Driver shall comply with all applicable laws with respect thereto. Customer acknowledges and agrees that Uber reserves the right, at any time in Uber's sole discretion, to deactivate or otherwise restrict a Driver from accessing or using the Driver App or the Uber Services if Customer or such Driver fails to meet the requirements set forth in this Agreement or the Driver Addendum.
- 3.2. **Vehicle Requirements.** Customer acknowledges and agrees that each Vehicle shall at all times be: (a) properly registered and licensed to operate as a passenger transportation vehicle in the Territory; (b) owned or leased by Customer, or otherwise in Customer's lawful possession; (c) suitable for performing the passenger transportation services contemplated by this Agreement; and (d) maintained in good operating condition, consistent with industry safety and maintenance standards for a Vehicle of its kind and any additional standards or requirements in the applicable Territory, and in a clean and sanitary condition.
- 3.3. **Documentation.** To ensure Customer's and each of its Drivers' compliance with all requirements in Sections 3.1 and 3.2 above, Customer must provide Uber with written copies of all such licenses, permits, approvals, authority, registrations and certifications prior to Customer's and the applicable Drivers' provision of any Transportation Services. Thereafter, Customer must submit to Uber written evidence of all such licenses, permits, approvals, authority, registrations and certifications as they are renewed. Uber shall, upon request, be entitled to review such licenses, permits, approvals, authority, registrations and certifications from time to time, and Customer's failure to provide or maintain any of the foregoing shall constitute a material breach of this Agreement. Uber reserves the right to independently verify Customer's and any Driver's documentation from time to time in any way Uber deems appropriate in its reasonable discretion.

4. Financial Terms

- 4.1. **Fare Calculation and Customer Payment.** Customer is entitled to charge a fare for each instance of completed Transportation Services provided to a User that are obtained via the Uber Services (“Fare”), where such Fare is calculated based upon a base fare amount plus distance (as determined by Uber using location-based services enabled through the Device) and/or time amounts, as detailed at www.uber.com/cities for the applicable Territory (“Fare Calculation”). Customer acknowledges and agrees that the Fare provided under the Fare Calculation is the only payment Customer will receive in connection with the provision of Transportation Services, and that neither the Fare nor the Fare Calculation includes any gratuity. Customer is also entitled to charge User for any Tolls, taxes or fees incurred during the provision of Transportation Services, and, if applicable, Customer: (i) appoints Uber as Customer’s limited payment collection agent solely for the purpose of accepting the Fare, applicable Tolls and, depending on the region and/or if requested by Customer, applicable taxes and fees from the User on behalf of the Customer via the payment processing functionality facilitated by the Uber Services; and (ii) agrees that payment made by User to Uber (or to an Affiliate of Uber acting as an agent of Uber) shall be considered the same as payment made directly by User to Customer. In addition, the parties acknowledge and agree that as between Customer and Uber, the Fare is a recommended amount, and the primary purpose of the pre-arranged Fare is to act as the default amount in the event Customer does not negotiate a different amount. Customer shall always have the right to: (i) charge a fare that is less than the pre-arranged Fare; or (ii) negotiate, at Customer’s request, a Fare that is lower than the pre-arranged Fare (each of (i) and (ii) herein, a “*Negotiated Fare*”). Uber shall consider all such requests from Customer in good faith. Uber agrees to remit, or cause to be remitted, to Customer on at least a weekly basis: (a) the Fare less the applicable Service Fee; (b) the Tolls; and (c) depending on the region, certain taxes and ancillary fees. If Customer has separately agreed that other amounts may be deducted from the Fare prior to remittance to Customer (*e.g.*, vehicle financing payments, lease payments, mobile device usage charges, etc.), the order of any such deductions from the Fare shall be determined exclusively by Uber (as between Customer and Uber). Notwithstanding anything to the contrary in this Section 4.1, if Customer is providing Taxi Services, the following shall apply: (x) the Fare is calculated pursuant to local taxi regulations in the Territory; (y) Customer or Driver agrees to enter the exact Fare amount (as indicated by the official taxi meter in the Vehicle) into the Driver App upon completion of an instance of Transportation Services; and (z) in some jurisdictions, Users will pay such Customer or Driver directly rather than through Uber’s mobile application (Uber will notify Customer if (z) is applicable in its Territory).
- 4.2. **Changes to Fare Calculation.** Uber reserves the right to change the Fare Calculation at any time in Uber’s discretion based upon local market factors, and Uber will provide notice to Customer in the event of changes to the base fare, per mile, and/or per minute amounts that would result in a change in the recommended Fare for each instance of completed Transportation Services. Continued use of the Uber Services after any such change in the Fare Calculation shall constitute Customer’s consent to such change.
- 4.3. **Fare Adjustment.** Uber reserves the right to: (i) adjust the Fare for a particular instance of Transportation Services (*e.g.*, Driver took an inefficient route, Driver failed to properly end a particular instance of Transportation Services in the Driver App, technical error in the Uber Services, etc.); or (ii) cancel the Fare for a particular instance of Transportation Services (*e.g.*, a User is charged for Transportation Services that were not provided, in the event of a User

complaint, fraud, etc.). Uber's decision to reduce or cancel the Fare in any such manner shall be exercised in a reasonable manner.

- 4.4. **Service Fee.** In consideration of Uber's provision of the Driver App and the Uber Services for the use and benefit of Customer and its Drivers hereunder, Customer agrees to pay Uber a service fee on a per Transportation Services transaction basis calculated as a percentage of the Fare determined by the Fare Calculation (regardless of any Negotiated Fare), as provided to Customer and/or a Driver via email or otherwise made available electronically by Uber from time to time for the applicable Territory ("*Service Fee*"). In the event regulations applicable to Customer's Territory require taxes to be calculated on the Fare, Uber shall calculate the Service Fee based on the Fare net of such taxes. Uber reserves the right to change the Service Fee at any time in Uber's discretion based upon local market factors, and Uber will provide notice to Customer in the event of such change. Continued use of the Uber Services after any such change in the Service Fee calculation shall constitute Customer's consent to such change. In addition, with respect to Taxi Services in the applicable Territory, Customer agrees to pay Uber a booking fee in consideration of Uber's provision of the Driver App and the Uber Services.
- 4.5. **Cancellation Charges.** Customer acknowledges and agrees that Users may elect to cancel requests for Transportation Services that have been accepted by a Driver via the Driver App at any time prior to the Driver's arrival. In the event that a User cancels an accepted request for Transportation Services, Uber may charge the User a cancellation fee on behalf of the Customer. If charged, this cancellation fee shall be deemed the Fare for the cancelled Transportation Services for the purpose of remittance to Customer hereunder ("*Cancellation Fee*"). The parties acknowledge and agree that as between Customer and Uber, this Cancellation Fee is a recommended amount, and the primary purpose of such Cancellation Fee is to act as a default amount in the event Customer does not negotiate a different amount. Customer shall always have the right to: (i) charge a cancellation fee that is less than the Cancellation Fee; or (ii) negotiate, at your request, a cancellation fee that is lower than the Cancellation Fee (each of (i) and (ii) herein, a "*Negotiated Cancellation Fee*"). If charged, the Cancellation Fee (regardless of any Negotiated Cancellation Fee) shall be deemed the Fare for the cancelled Transportation Services for the purpose of remittance to Customer hereunder.
- 4.6. **Receipts.** As part of the Uber Services, Uber provides Customer a system for the delivery of receipts to Users for Transportation Services rendered. Upon the completion of Transportation Services for a User by a Driver, Uber prepares an applicable receipt and issues such receipt to the User via email on behalf of the Customer and applicable Driver. Such receipts are also provided via email or the online portal available to Customer through the Uber Services. Receipts include the breakdown of amounts charged to the User for Transportation Services and may include specific information about the Customer and applicable Driver, including the Customer's entity name and contact information and the Driver's name and photo, as well as a map of the route taken by the Driver. Customer shall inform Drivers that any corrections to a User's receipt for Transportation Services must be submitted to Uber in writing within three (3) business days after the completion of such Transportation Services. Absent such a notice, Uber shall not be liable for any mistakes in or corrections to the receipt or for recalculation or disbursement of the Fare.
- 4.7. **No Additional Amounts.** Customer acknowledges and agrees that, for the mutual benefit of the parties, through advertising and marketing, Uber and its Affiliates may seek to attract new Users to Uber and to increase existing Users' use of Uber's mobile application. Customer

acknowledges and agrees such advertising or marketing does not entitle Customer to any additional monetary amounts beyond the amounts expressly set forth in this Agreement.

- 4.8. **Taxes.** Customer acknowledges and agrees that it is required to: (a) complete all tax registration obligations and calculate and remit all tax liabilities related to its and its Drivers' provision of Transportation Services as required by applicable law; and (b) provide Uber with all relevant tax information. Customer further acknowledges and agrees that it is responsible for taxes on its own income (and that of its Drivers) arising from the performance of Transportation Services. Notwithstanding anything to the contrary in this Agreement, Uber may in its reasonable discretion based on applicable tax and regulatory considerations, collect and remit taxes resulting from its or its Drivers' provision of Transportation Services and/or provide any of the relevant tax information provided by Customer or any Driver pursuant to the foregoing requirements in this Section 4.8 directly to the applicable governmental tax authorities on your behalf or otherwise.

5. Proprietary Rights; License

- 5.1. **License Grant.** Subject to the terms and conditions of this Agreement, Uber hereby grants Customer a non-exclusive, non-transferable, non-sublicensable, non-assignable license, during the term of this Agreement, to use (and allows its Drivers to use) the Uber Services (including the Driver App on a Device) solely for the purpose of providing Transportation Services to Users and tracking resulting Fares and Fees. All rights not expressly granted to Customer are reserved by Uber, its Affiliates and their respective licensors.
- 5.2. **Restrictions.** Customer shall not, and shall not allow any other party to: (a) license, sublicense, sell, resell, transfer, assign, distribute or otherwise provide or make available to any other party the Uber Services, Driver App or any Uber Device in any way; (b) modify or make derivative works based upon the Uber Services or Driver App; (c) improperly use the Uber Services or Driver App, including creating Internet "links" to any part of the Uber Services or Driver App, "framing" or "mirroring" any part of the Uber Services or Driver App on any other websites or systems, or "scraping" or otherwise improperly obtaining data from the Uber Services or Driver App; (d) reverse engineer, decompile, modify, or disassemble the Uber Services or Driver App, except as allowed under applicable law; or (e) send spam or otherwise duplicative or unsolicited messages. In addition, Customer shall not, and shall not allow any other party to, access or use the Uber Services or Driver App to: (i) design or develop a competitive or substantially similar product or service; (ii) copy or extract any features, functionality, or content thereof; (iii) launch or cause to be launched on or in connection with the Uber Services an automated program or script, including web spiders, crawlers, robots, indexers, bots, viruses or worms, or any program which may make multiple server requests per second, or unduly burden or hinder the operation and/or performance of the Uber Services; or (iv) attempt to gain unauthorized access to the Uber Services or its related systems or networks.
- 5.3. **Ownership.** The Uber Services, Driver App and Uber Data, including all intellectual property rights therein, and the Uber Devices are and shall remain the property of Uber, its Affiliates or their respective licensors. Neither this Agreement nor Customer's use of the Uber Services, Driver App or Uber Data conveys or grants to Customer any rights in or related to the Uber Services, Driver App or Uber Data, except for the limited license granted above. Customer is not permitted to use or reference in any manner Uber's, its Affiliates', or their respective licensors' company names, logos, product and service names, trademarks, service marks or other indicia of ownership, alone or in combination with other letters, punctuation, words, symbols and/or designs (the "*UBER Marks and Names*"). Customer will not try to register or otherwise claim

ownership in any of the UBER Marks and Names, alone or in combination with other letters, punctuation, words, symbols and/or designs or in any confusingly similar mark or name.

6. Confidentiality

- 6.1. Each party acknowledges and agrees that in the performance of this Agreement it may have access to or may be exposed to, directly or indirectly, confidential information of the other party ("*Confidential Information*"). Confidential Information includes Uber Data, Driver IDs, User Information, and the transaction volume, marketing and business plans, business, financial, technical, operational and such other non-public information of each party (whether disclosed in writing or verbally) that such party designates as being proprietary or confidential or of which the other party should reasonably know that it should be treated as confidential.
- 6.2. Each party acknowledges and agrees that: (a) all Confidential Information shall remain the exclusive property of the disclosing party; (b) it shall not use Confidential Information of the other party for any purpose except in furtherance of this Agreement; (c) it shall not disclose Confidential Information of the other party to any third party, except to its employees, officers, contractors, agents and service providers ("*Permitted Persons*") as necessary to perform under this Agreement, provided Permitted Persons are bound in writing to obligations of confidentiality and non-use of Confidential Information no less protective than the terms hereof; and (d) it shall return or destroy all Confidential Information of the disclosing party, upon the termination of this Agreement or at the request of the other party (subject to applicable law and, with respect to Uber, its internal record-keeping requirements).
- 6.3. Notwithstanding the foregoing, Confidential Information shall not include any information to the extent it: (a) is or becomes part of the public domain through no act or omission on the part of the receiving party; (b) was possessed by the receiving party prior to the date of this Agreement without an obligation of confidentiality; (c) is disclosed to the receiving party by a third party having no obligation of confidentiality with respect thereto; or (d) is required to be disclosed pursuant to law, court order, subpoena or governmental authority, provided the receiving party notifies the disclosing party thereof and provides the disclosing party a reasonable opportunity to contest or limit such required disclosure.

7. Privacy

- 7.1. **Disclosure of Customer or Driver Information.** Subject to applicable law and regulation, Uber may, but shall not be required to, provide to Customer, a Driver, a User, an insurance company and/or relevant authorities and/or regulatory agencies any information (including personal information (*e.g.*, information obtained about a Driver through any background check) and any Uber Data) about Customer, a Driver, or any Transportation Services provided hereunder if: (a) there is a complaint, dispute or conflict, including an accident, between Customer or a Driver on the one hand and a User on the other hand; (b) it is necessary to enforce the terms of this Agreement; (c) it is required, in Uber's or any Affiliate's sole discretion, by applicable law or regulatory requirements (*e.g.*, Uber or its Affiliate receives a subpoena, warrant, or other legal process for information); (d) it is necessary, in Uber's or any Affiliate's sole discretion, to (1) protect the safety, rights, property or security of Uber or its Affiliates, the Uber Services or any third party; (2) protect the safety of the public for any reason including the facilitation of insurance claims related to the Uber Services; (3) detect, prevent or otherwise address fraud, security or technical issues; and/or (4) prevent or stop activity Uber or its Affiliates, in their sole discretion, may consider to be, or to pose a risk of being, an illegal, unethical, or legally actionable activity); or (e) it is required or necessary, in Uber's or any of its Affiliate's sole

discretion, for insurance or other purposes related to Customer's or any Driver's ability to qualify, or remain qualified, to use the Uber Services. Customer understands that Uber may retain and its Drivers' personal data for legal, regulatory, safety and other necessary purposes after this Agreement is terminated.

- 7.2. Uber and its Affiliates may collect personal data from Customer or a Driver during the course of Customer's or such Driver's application for, and use of, the Uber Services, or obtain information about Customer or any Drivers from third parties. Such information may be stored, processed, transferred, and accessed by Uber and its Affiliates, third parties and service providers, for business purposes, including for marketing, lead generation, service development and improvement, analytics, industry and market research, and such other purposes consistent with Uber's and its Affiliates' legitimate business needs. Customer (or Driver, through the Driver Addendum) expressly consents to such use of personal data.

8. Insurance

- 8.1. Customer agrees to maintain during the term of this Agreement on all Vehicles operated by Customer or its Drivers commercial automobile liability insurance that provides protection against bodily injury and property damage to third parties at levels of coverage that satisfy all applicable laws in the Territory. This coverage must also include any no-fault coverage required by law in the Territory that may not be waived by an insured. Customer agrees to provide Uber and its Affiliates a copy of the insurance policy, policy declarations, proof of insurance identification card and proof of premium payment for the insurance policy required in this Section 8.1 upon request. Furthermore, Customer must provide Uber with written notice of cancellation of any insurance policy required by Uber. Uber shall have no right to control Customer's selection or maintenance of Customer's policy.
- 8.2. Customer agrees to maintain during the term of this Agreement commercial general liability insurance that provides protection against personal injury, advertising injury and property damage to third parties at levels of coverage required by all applicable laws in the Territory.
- 8.3. **Customer agrees to maintain during the term of this Agreement workers' compensation insurance for itself and any of its subcontractors as required by all applicable laws in the Territory. If permitted by applicable law, Customer may choose to insure itself against industrial injuries by maintaining occupational accident insurance in place of workers' compensation insurance. Customer's subcontractors may also, to the extent permitted by applicable law, maintain occupational accident insurance in place of workers' compensation insurance. Furthermore, if permitted by applicable law, Customer may choose not to insure itself against industrial injuries at all, but does so at its own risk.**
- 8.4. Customer shall add Uber (or any Affiliate which may be designated by Uber from time to time) to Customer's insurance policies required in Sections 8.1 and 8.2 above as an additional insured, and shall, upon Uber's request, provide Uber with a copy of such insurance certificate(s) within seven (7) days of such request.

9. Representations and Warranties; Disclaimers

- 9.1. **By Customer.** Customer hereby represents and warrants that: (a) it has full power and authority to enter into this Agreement and perform its obligations hereunder; (b) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its origin; (c) it has not entered into, and during the term will not enter into, any agreement that would prevent it from complying with this Agreement; (d) it will comply with all applicable laws in its performance of

this Agreement, including holding and complying with all permits, licenses, registrations and other governmental authorizations necessary to provide (i) Transportation Services using the Drivers and Vehicles pursuant to this Agreement, and (ii) passenger transportation services to third parties in the Territory generally; and (e) it shall require all Drivers to comply with the Driver Addendum, the applicable terms and conditions set forth in this Agreement and all applicable laws.

- 9.2. **Disclaimer of Warranties.** UBER PROVIDES, AND CUSTOMER ACCEPTS, THE UBER SERVICES, DRIVER APP AND THE UBER DEVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS. UBER DOES NOT REPRESENT, WARRANT OR GUARANTEE THAT CUSTOMER'S OR ANY DRIVER'S ACCESS TO OR USE OF THE UBER SERVICES, DRIVER APP OR THE UBER DEVICES: (A) WILL BE UNINTERRUPTED OR ERROR FREE; OR (B) WILL RESULT IN ANY REQUESTS FOR TRANSPORTATION SERVICES. UBER FUNCTIONS AS AN ON-DEMAND LEAD GENERATION AND RELATED SERVICE ONLY AND MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES AS TO THE ACTIONS OR INACTIONS OF THE USERS WHO MAY REQUEST OR RECEIVE TRANSPORTATION SERVICES FROM CUSTOMER OR ANY DRIVER HEREUNDER, AND UBER DOES NOT SCREEN OR OTHERWISE EVALUATE USERS. BY USING THE UBER SERVICES AND DRIVER APP, CUSTOMER ACKNOWLEDGES AND AGREES THAT CUSTOMER OR A DRIVER MAY BE INTRODUCED TO A THIRD PARTY THAT MAY POSE HARM OR RISK TO CUSTOMER, A DRIVER OR OTHER THIRD PARTIES. CUSTOMER AND DRIVERS ARE ADVISED TO TAKE REASONABLE PRECAUTIONS WITH RESPECT TO INTERACTIONS WITH THIRD PARTIES ENCOUNTERED IN CONNECTION WITH THE USE OF THE UBER SERVICES OR DRIVER APP. NOTWITHSTANDING UBER'S APPOINTMENT AS THE LIMITED PAYMENT COLLECTION AGENT OF CUSTOMER FOR THE PURPOSE OF ACCEPTING PAYMENT FROM USERS ON BEHALF OF CUSTOMER AS SET FORTH IN SECTION 4 ABOVE, UBER EXPRESSLY DISCLAIMS ALL LIABILITY FOR ANY ACT OR OMISSION OF CUSTOMER, ANY USER OR OTHER THIRD PARTY.
- 9.3. **No Service Guarantee.** UBER DOES NOT GUARANTEE THE AVAILABILITY OR UPTIME OF THE UBER SERVICES OR DRIVER APP. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE UBER SERVICES OR DRIVER APP MAY BE UNAVAILABLE AT ANY TIME AND FOR ANY REASON (*e.g.*, DUE TO SCHEDULED MAINTENANCE OR NETWORK FAILURE). FURTHER, THE UBER SERVICES OR DRIVER APP MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS, AND UBER IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGES, LIABILITIES OR LOSSES RESULTING FROM SUCH PROBLEMS.

10. Indemnification

- 10.1. Customer shall indemnify, defend (at Uber's option) and hold harmless Uber and its Affiliates and their respective officers, directors, employees, agents, successors and assigns from and against any and all liabilities, expenses (including legal fees), damages, penalties, fines, social security contributions and taxes arising out of or related to: (a) Customer's breach of its representations, warranties or obligations under this Agreement; or (b) a claim by a third party (including Users, regulators and governmental authorities) directly or indirectly related to Customer's provision of Transportation Services or use of the Uber Services. This indemnification provision shall not apply to Customer's or any Drivers' breach of any representations regarding their status as independent contractors.
- 10.2. As between Customer and Uber, Customer is and shall be solely responsible for its Drivers' provision of Transportation Services. As such, Customer shall indemnify, defend (at Uber's option) and hold harmless Uber and its Affiliates and their respective officers, directors, employees, agents, successors and assigns from and against any and all liabilities, expenses

(including legal fees), damages, penalties, fines, social contributions and taxes directly or indirectly arising out of or related to its Drivers' provision of Transportation Services or use of the Uber Services.

11. **Limits of Liability.** UBER AND ITS AFFILIATES SHALL NOT BE LIABLE UNDER OR RELATED TO THIS AGREEMENT FOR ANY OF THE FOLLOWING, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES: (i) ANY INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES OF ANY TYPE OR KIND; OR (ii) CUSTOMER'S OR ANY THIRD PARTY'S PROPERTY DAMAGE, OR LOSS OR INACCURACY OF DATA, OR LOSS OF BUSINESS, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE. EXCEPT FOR UBER'S OBLIGATIONS TO PAY AMOUNTS DUE TO CUSTOMER PURSUANT TO SECTION 4 ABOVE, BUT SUBJECT TO ANY LIMITATIONS OR OTHER PROVISIONS CONTAINED IN THIS AGREEMENT WHICH ARE APPLICABLE THERETO, IN NO EVENT SHALL THE LIABILITY OF UBER OR ITS AFFILIATES UNDER THIS AGREEMENT EXCEED THE AMOUNT OF SERVICE FEES ACTUALLY PAID TO OR DUE TO UBER HEREUNDER IN THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM.

12. Term and Termination

- 12.1. **Term.** This Agreement shall commence on the date accepted by Customer and shall continue until terminated as set forth herein.
- 12.2. **Termination.** Either party may terminate this Agreement: (a) without cause at any time upon seven (7) days prior written notice to the other party; (b) immediately, without notice, for the other party's material breach of this Agreement; or (c) immediately, without notice, in the event of the insolvency or bankruptcy of the other party, or upon the other party's filing or submission of request for suspension of payment (or similar action or event) against the terminating party. In addition, Uber may terminate this Agreement or deactivate Customer or a particular Driver immediately, without notice, with respect to Customer and/or any Driver in the event Customer and/or any Driver, as applicable, no longer qualifies, under applicable law or the standards and policies of Uber, to provide Transportation Services or to operate the Vehicle, or as otherwise set forth in this Agreement.
- 12.3. **Effect of Termination.** Upon termination of the Agreement, Customer and all Drivers, as applicable, shall: (a) promptly return to Uber all Uber Devices; and (b) immediately delete and fully remove the Driver App from any applicable Driver-Provided Devices. Outstanding payment obligations and Sections 1, 2.3, 2.5, 2.6.3, 4.7, 4.8, 5.3, 6, 7, 9, 10, 11, 12.3, 13, 14 and 15 shall survive the termination of this Agreement.

13. Relationship of the Parties

- 13.1. **Except as otherwise expressly provided herein with respect to Uber acting as the limited payment collection agent solely for the purpose of collecting payment from Users on behalf of Customer, the relationship between the parties under this Agreement is solely that of independent contracting parties. The parties expressly agree that: (a) this Agreement is not an employment agreement, nor does it create an employment relationship, between Uber and Customer or Uber and any Driver; and (b) no joint venture, partnership, or agency relationship exists between Uber and Customer or Uber and any Driver.**
- 13.2. Customer has no authority to bind Uber and undertakes not to hold itself out, and to ensure that each Driver does not hold himself or herself out, as an employee, agent or authorized

representative of Uber or its Affiliates. Where, by implication of mandatory law or otherwise, Customer or any Driver may be deemed an agent or representative of Uber, Customer undertakes and agrees to indemnify, defend (at Uber's option) and hold Uber and its Affiliates harmless from and against any claims by any person or entity based on such implied agency or representative relationship.

14. Miscellaneous Terms

- 14.1. **Modification.** In the event Uber modifies the terms and conditions of this Agreement or Driver Addendum at any time, such modifications shall be binding on Customer only upon Customer's acceptance of the modified Agreement and/or Driver Addendum. Uber reserves the right to modify any information referenced at hyperlinks from this Agreement from time to time. Customer hereby acknowledges and agrees that, by using the Uber Services, or downloading, installing or using the Driver App, Customer is bound by any future amendments and additions to information referenced at hyperlinks herein, or documents incorporated herein, including with respect to Fare Calculations. Continued use of the Uber Services or Driver App after any such changes shall constitute Customer's consent to such changes. Unless changes are made to the arbitration provisions herein, Customer agrees that modification of this Agreement does not create a renewed opportunity to opt out of arbitration.
- 14.2. **Supplemental Terms.** Supplemental terms may apply to Customer's and Driver's use of the Uber Services, such as use policies or terms related to certain features and functionality, which may be modified from time to time ("*Supplemental Terms*"). Customer may be presented with certain Supplemental Terms from time to time. Supplemental Terms are in addition to, and shall be deemed a part of, this Agreement. Supplemental Terms shall prevail over this Agreement in the event of a conflict.
- 14.3. **Severability.** If any provision of this Agreement is or becomes invalid or non-binding, the parties shall remain bound by all other provisions hereof. In that event, the parties shall replace the invalid or non-binding provision with provisions that are valid and binding and that have, to the greatest extent possible, a similar effect as the invalid or non-binding provision, given the contents and purpose of this Agreement.
- 14.4. **Assignment.** Neither party shall assign or transfer this Agreement or any of its rights or obligations hereunder, in whole or in part, without the prior written consent of the other party; provided that Uber may assign or transfer this Agreement or any or all of its rights or obligations under this Agreement from time to time without consent: (a) to an Affiliate; or (b) to an acquirer of all or substantially all of Uber's business, equity or assets.
- 14.5. **Entire Agreement.** This Agreement, including all Supplemental Terms, constitutes the entire agreement and understanding of the parties with respect to its subject matter and replaces and supersedes all prior or contemporaneous agreements or undertakings regarding such subject matter. In this Agreement, the words "including" and "include" mean "including, but not limited to." The recitals form a part of this Agreement.
- 14.6. **No Third Party Beneficiaries.** There are no third party beneficiaries to this Agreement, except as expressly set forth in the Arbitration Provision in Section 15.3. Nothing contained in this Agreement is intended to or shall be interpreted to create any third party beneficiary claims.
- 14.7. **Notices.** Any notice delivered by Uber to Customer under this Agreement will be delivered by email to the email address associated with Customer's account or by posting on the Customer portal available on the Uber Services. Any notice delivered by Customer to Uber under this

Agreement will be delivered by contacting Uber at <http://partners.uber.com> in the “Contact Us” section. Additional Territory-specific notices may be required from time to time.

15. Governing Law; Arbitration

- 15.1 The choice of law provisions contained in this Section 15.1 do not apply to the arbitration clause contained in Section 15.3, such arbitration clause being governed by the Federal Arbitration Act. Accordingly, and except as otherwise stated in Section 15.3, the interpretation of this Agreement shall be governed by California law, without regard to the choice or conflicts of law provisions of any jurisdiction. Any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Uber Services that are not subject to the arbitration clause contained in this Section 15.3 shall be subject to the exclusive jurisdiction of the state and federal courts located in the City and County of San Francisco, California. However, neither the choice of law provision regarding the interpretation of this Agreement nor the forum selection provision is intended to create any other substantive right to non-Californians to assert claims under California law whether that be by statute, common law, or otherwise. These provisions, and except as otherwise provided in Section 15.3, are only intended to specify the use of California law to interpret this Agreement and the forum for disputes asserting a breach of this Agreement, and these provisions shall not be interpreted as generally extending California law to Customer if Customer does not otherwise operate its business in California. The foregoing choice of law and forum selection provisions do not apply to the arbitration clause in Section 15.3 or to any arbitrable disputes as defined therein. Instead, as described in Section 15.3, the Federal Arbitration Act shall apply to any such dispute. The failure of Uber to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Uber in writing.
- 15.2 Other than disputes regarding the intellectual property rights of the parties and other claims identified in Section 15.3.ii, any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Uber Services shall be subject to arbitration pursuant to Section 15.3.

15.3 **Arbitration.**

Important Note Regarding this Section 15.3:

- Except as provided below, arbitration does not limit or affect the legal claims you may bring against Uber. Agreeing to arbitration only affects where any such claims may be brought and how they will be resolved.
- Arbitration is a process of private dispute resolution that does not involve the civil courts, a civil judge, or a jury. Instead, the parties’ dispute is decided by a private arbitrator selected by the parties using the process set forth herein. Other arbitration rules and procedures are also set forth herein.
- Unless the law requires otherwise, as determined by the Arbitrator based upon the circumstances presented, you will be required to split the cost of any arbitration with Uber.

- **IMPORTANT:** This Arbitration Provision will require you to resolve any claim that you may have against Uber on an individual basis, except as provided below, pursuant to the terms of the Agreement unless you choose to opt out of the Arbitration Provision. Except as provided below, this provision will preclude you from bringing any class, collective, or representative action (other than actions under the Private Attorneys General Act of 2004 (“PAGA”), California Labor Code § 2698 *et seq.* (“PAGA”)) against Uber, and also precludes you from participating in or recovering relief under any current or future class, collective, or representative (non-PAGA) action brought against Uber by someone else.
 - **Cases have been filed against Uber and may be filed in the future involving claims by users of Uber Services and Software, including by drivers. You should assume that there are now, and may be in the future, lawsuits against Uber alleging class, collective, and/or representative (non-PAGA) claims on your behalf, including but not limited to claims for tips, reimbursement of expenses, and employment status. Such claims, if successful, could result in some monetary recovery to you. (THESE CASES NOW INCLUDE, FOR EXAMPLE, YUCESOY ET AL. V. UBER TECHNOLOGIES, INC., ET AL., CASE NO. 3:15-CV-00262 (NORTHERN DISTRICT OF CALIFORNIA); IN RE UBER FCRA LITIGATION, CASE NO. 14-CV-05200-EMC (NORTHERN DISTRICT OF CALIFORNIA); AND O’CONNOR V. UBER TECHNOLOGIES, INC., ET AL., CASE NO. CV 13-03826-EMC (NORTHERN DISTRICT OF CALIFORNIA). The contact information for counsel in the O’Connor matter is as follows: Shannon Liss-Riordan, Lichten & Liss-Riordan, P.C., 100 Cambridge Street, 20th Floor, Boston, MA 02114, Telephone: (617) 994-5800, Fax: (617) 994-5801, email: sliss@llrlaw.com.)**
 - The mere existence of such class, collective, and/or representative lawsuits, however, does not mean that such lawsuits will ultimately succeed. But if you do agree to arbitration with Uber, you are agreeing in advance, except as otherwise provided, that you will not participate in and,

therefore, will not seek to recover monetary or other relief under any such class, collective, and/or representative (non-PAGA) lawsuit.

- However, as discussed above and except as provided below, if you agree to arbitration, you will not be precluded from bringing your claims against Uber in an individual arbitration proceeding. If successful on such claims, you could be awarded money or other relief by an arbitrator (subject to splitting the cost of arbitration as mentioned above).**

WHETHER TO AGREE TO ARBITRATION IS AN IMPORTANT BUSINESS DECISION. IT IS YOUR DECISION TO MAKE, AND YOU SHOULD NOT RELY SOLELY UPON THE INFORMATION PROVIDED IN THIS AGREEMENT AS IT IS NOT INTENDED TO CONTAIN A COMPLETE EXPLANATION OF THE CONSEQUENCES OF ARBITRATION. YOU SHOULD TAKE REASONABLE STEPS TO CONDUCT FURTHER RESEARCH AND TO CONSULT WITH OTHERS — INCLUDING BUT NOT LIMITED TO AN ATTORNEY — REGARDING THE CONSEQUENCES OF YOUR DECISION, JUST AS YOU WOULD WHEN MAKING ANY OTHER IMPORTANT BUSINESS OR LIFE DECISION.

i. How This Arbitration Provision Applies.

This Arbitration Provision is governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq. (the “FAA”) and evidences a transaction involving interstate commerce. This Arbitration Provision applies to any dispute arising out of or related to this Agreement or termination of the Agreement and survives after the Agreement terminates. Nothing contained in this Arbitration Provision shall be construed to prevent or excuse You from utilizing any informal procedure for resolution of complaints established in this Agreement (if any), and this Arbitration Provision is not intended to be a substitute for the utilization of such procedures.

Except as it otherwise provides, this Arbitration Provision is intended to apply to the resolution of disputes that otherwise would be resolved in a court of law or before any forum other than arbitration, with the exception of proceedings that must be exhausted under applicable law before pursuing a claim in a court of law or in any forum other than arbitration. Except as it otherwise provides, this Arbitration Provision requires all such disputes to be resolved only by an arbitrator through final and binding arbitration on an individual basis only and not by way of court or jury trial, or by way of class, collective, or representative (non-PAGA) action.

Except as provided in Section 15.3(v), below, regarding the Class Action Waiver, such disputes include without limitation disputes arising out of or relating to interpretation or application of this Arbitration Provision, including the enforceability, revocability or validity of the Arbitration

Provision or any portion of the Arbitration Provision. All such matters shall be decided by an Arbitrator and not by a court or judge. However, as set forth below, the preceding sentences shall not apply to disputes relating to the interpretation or application of the Class Action Waiver or PAGA Waiver below, including their enforceability, revocability or validity.

Except as it otherwise provides, this Arbitration Provision also applies, without limitation, to all disputes between You and Uber, as well as all disputes between You and Uber's fiduciaries, administrators, affiliates, subsidiaries, parents, and all successors and assigns of any of them, including but not limited to any disputes arising out of or related to this Agreement and disputes arising out of or related to Your relationship with Uber, including termination of the relationship. This Arbitration Provision also applies, without limitation, to disputes regarding any city, county, state or federal wage-hour law, trade secrets, unfair competition, compensation, breaks and rest periods, expense reimbursement, termination, harassment and claims arising under the Uniform Trade Secrets Act, Civil Rights Act of 1964, Americans With Disabilities Act, Age Discrimination in Employment Act, Family Medical Leave Act, Fair Labor Standards Act, Employee Retirement Income Security Act (except for individual claims for employee benefits under any benefit plan sponsored by Uber and covered by the Employee Retirement Income Security Act of 1974 or funded by insurance), Genetic Information Non-Discrimination Act, and state statutes, if any, addressing the same or similar subject matters, and all other similar federal and state statutory and common law claims.

This Agreement is intended to require arbitration of every claim or dispute that lawfully can be arbitrated, except for those claims and disputes which by the terms of this Agreement are expressly excluded from the Arbitration Provision.

Uber Technologies, Inc. is an intended, third party beneficiary of this Agreement.

ii. Limitations On How This Agreement Applies.

The disputes and claims set forth below shall not be subject to arbitration and the requirement to arbitrate set forth in Section 15.3 of this Agreement shall not apply:

A representative action brought on behalf of others under the Private Attorneys General Act of 2004 ("PAGA"), California Labor Code § 2698 *et seq.*, to the extent waiver of such a claim is deemed unenforceable by a court of competent jurisdiction;

Claims for workers compensation, state disability insurance and unemployment insurance benefits;

Regardless of any other terms of this Agreement, nothing prevents you from making a report to or filing a claim or charge with the Equal Employment Opportunity Commission, U.S. Department of Labor, Securities Exchange Commission, National Labor Relations Board, or Office of Federal Contract Compliance Programs, and nothing in this Agreement or Arbitration Provision prevents the investigation by a government agency of any report, claim or charge otherwise covered by this Arbitration Provision. Nothing in this Arbitration Provision shall be deemed to preclude or excuse a party from bringing an administrative claim before any agency in order to fulfill the party's obligation to exhaust administrative remedies before making a claim in arbitration;

Disputes that may not be subject to a predispute arbitration agreement pursuant to applicable Federal law or Executive Order are excluded from the coverage of this Arbitration Provision;

Disputes regarding the Intellectual Property Rights of the parties;

This Arbitration Provision shall not be construed to require the arbitration of any claims against a contractor that may not be the subject of a mandatory arbitration agreement as provided by section 8116 of the Department of Defense ("DoD") Appropriations Act for Fiscal Year 2010 (Pub. L. 111-118), section 8102 of the Department of Defense ("DoD") Appropriations Act for Fiscal Year 2011 (Pub. L. 112-10, Division A), and their implementing regulations, or any successor DoD appropriations act addressing the arbitrability of claims.

iii. Selecting The Arbitrator and Location of the Arbitration.

The Arbitrator shall be selected by mutual agreement of Uber and You. Unless You and Uber mutually agree otherwise, the Arbitrator shall be an attorney licensed to practice in the location where the arbitration proceeding will be conducted or a retired federal or state judicial officer who presided in the jurisdiction where the arbitration will be conducted. If the Parties cannot agree on an Arbitrator, then an arbitrator will be selected using the alternate strike method from a list of five (5) neutral arbitrators provided by JAMS (Judicial Arbitration & Mediation Services). You will have the option of making the first strike. If a JAMS arbitrator is used, then the JAMS Streamlined Arbitration Rules & Procedures rules will apply; however, if there is a conflict between the JAMS Rules and this Agreement, this Agreement shall govern. Those rules are available here:

<http://www.jamsadr.com/rules-streamlined-arbitration/>

The location of the arbitration proceeding shall be no more than 45 miles from the place where You last provided transportation services under this Agreement, unless each party to the arbitration agrees in writing otherwise.

iv. Starting The Arbitration.

All claims in arbitration are subject to the same statutes of limitation that would apply in court. The party bringing the claim must demand arbitration in writing and deliver the written demand by hand or first class mail to the other party within the applicable statute of limitations period. The demand for arbitration shall include identification of the Parties, a statement of the legal and factual basis of the claim(s), and a specification of the remedy sought. Any demand for arbitration made to Uber shall be provided to General Counsel, Uber Technologies, Inc., 1455 Market St., Ste. 400, San Francisco CA 94103. The Arbitrator shall resolve all disputes regarding the timeliness or propriety of the demand for arbitration. A party may apply to a court of competent jurisdiction for temporary or preliminary injunctive relief in connection with an arbitrable controversy, but only upon the ground that the award to which that party may be entitled may be rendered ineffectual without such provisional relief.

v. How Arbitration Proceedings Are Conducted.

In arbitration, the Parties will have the right to conduct adequate civil discovery, bring dispositive motions, and present witnesses and evidence as needed to present their cases and defenses, and any disputes in this regard shall be resolved by the Arbitrator.

You and Uber agree to resolve any dispute that is in arbitration on an individual basis only, and not on a class or collective action basis (“Class Action Waiver”). The Arbitrator shall have no authority to consider or resolve any claim or issue any relief on any basis other than an individual basis. The Arbitrator shall have no authority to consider or resolve any claim or issue any relief on a class, collective, or representative basis. Notwithstanding any other provision of this Agreement, the Arbitration Provision or the JAMS Streamlined Arbitration Rules & Procedures, disputes regarding the enforceability, revocability or validity of the Class Action Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator. In any case in which (1) the dispute is filed as a class, collective, or representative action and (2) there is a final judicial determination that all or part of the Class Action Waiver is unenforceable, the class, collective, and/or representative action to that extent must be litigated in a civil court of competent jurisdiction, but the portion of the Class Action Waiver that is enforceable shall be enforced in arbitration.

While Uber will not take any retaliatory action in response to any exercise of rights You may have under Section 7 of the National Labor Relations Act, if any, Uber shall not be precluded from moving to enforce its rights under the FAA to compel arbitration on the terms and conditions set forth in this Agreement.

Private Attorneys General Act.

Notwithstanding any other provision of this Agreement or the Arbitration Provision, to the extent permitted by law, (1) **You and Uber agree not to bring a representative action on behalf of others under the Private Attorneys General Act of 2004 (“PAGA”), California Labor Code § 2698 et seq., in any court or in arbitration,** and (2) for any claim brought on a private attorney general basis—i.e., where you are seeking to pursue a claim on behalf of a government entity—both you and Uber agree that any such dispute shall be resolved in arbitration on an individual basis only (i.e., to resolve whether you have personally been aggrieved or subject to any violations of law), and that such an action may not be used to resolve the claims or rights of other individuals in a single or collective proceeding (i.e., to resolve whether other individuals have been aggrieved or subject to any violations of law) (“PAGA Waiver”). Notwithstanding any other provision of this Agreement or the Arbitration Provision, the validity of the PAGA Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator. If any provision of the PAGA Waiver is found to be unenforceable or unlawful for any reason, (1) the unenforceable provision shall be severed from this Agreement; (2) severance of the unenforceable provision shall have no impact whatsoever on the Arbitration Provision or the Parties’ attempt to arbitrate any remaining claims on an individual basis pursuant to the Arbitration Provision; and (3) any representative action brought under PAGA on behalf of others must be litigated in a civil court of competent jurisdiction and not in arbitration. To the extent that there are any claims to be litigated in a civil court of competent jurisdiction because a civil court of competent jurisdiction determines that the PAGA Waiver is unenforceable with respect

to those claims, the Parties agree that litigation of those claims shall be stayed pending the outcome of any individual claims in arbitration.

vi. Paying For The Arbitration.

Each party will pay the fees for his, her or its own attorneys, subject to any remedies to which that party may later be entitled under applicable law (i.e., a party prevails on a claim that provides for the award of reasonable attorney fees to the prevailing party). In all cases where required by law, Uber will pay the Arbitrator's and arbitration fees. If under applicable law Uber is not required to pay all of the Arbitrator's and/or arbitration fees, such fee(s) will be apportioned equally between the Parties or as otherwise required by applicable law. However, You will not be required to bear any type of fee or expense that You would not be required to bear if You had filed the action in a court of law. Any disputes in that regard will be resolved by the Arbitrator as soon as practicable after the Arbitrator is selected, and Uber shall bear all of the Arbitrator's and arbitration fees until such time as the Arbitrator resolves any such dispute.

vii. The Arbitration Hearing And Award.

The Parties will arbitrate their dispute before the Arbitrator, who shall confer with the Parties regarding the conduct of the hearing and resolve any disputes the Parties may have in that regard. Within 30 days of the close of the arbitration hearing, or within a longer period of time as agreed to by the Parties or as ordered by the Arbitrator, any party will have the right to prepare, serve on the other party and file with the Arbitrator a brief. The Arbitrator may award any party any remedy to which that party is entitled under applicable law, but such remedies shall be limited to those that would be available to a party in his or her individual capacity in a court of law for the claims presented to and decided by the Arbitrator, and no remedies that otherwise would be available to an individual in a court of law will be forfeited by virtue of this Arbitration Provision. The Arbitrator will issue a decision or award in writing, stating the essential findings of fact and conclusions of law. A court of competent jurisdiction shall have the authority to enter a judgment upon the award made pursuant to the arbitration. The Arbitrator shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected on appeal to a court of competent jurisdiction for any such error.

viii. Your Right To Opt Out Of Arbitration.

Arbitration is not a mandatory condition of your contractual relationship with Uber. If You do not want to be subject to this Arbitration Provision, You may opt out of this Arbitration Provision by notifying Uber in writing of Your desire to opt out of this Arbitration Provision, which writing must be dated, signed and delivered by electronic mail to optout@uber.com, by U.S. Mail, or by any nationally recognized delivery service (e.g, UPS, Federal Express, etc.), or by hand delivery to:

**General Counsel
Uber Technologies, Inc.
1455 Market St., Ste. 400
San Francisco CA 94103**

In order to be effective, the writing must clearly indicate Your intent to opt out of this Arbitration Provision and the envelope containing the signed writing must be received (if delivered by hand) or post-marked within 30 days of the date this Agreement is executed by You. Your writing opting out of this Arbitration Provision will be filed with a copy of this Agreement and maintained by Uber. Should You not opt out of this Arbitration Provision within the 30-day period, You and Uber shall be bound by the terms of this Arbitration Provision. You have the right to consult with counsel of Your choice concerning this Arbitration Provision. You understand that You will not be subject to retaliation if You exercise Your right to assert claims or opt-out of coverage under this Arbitration Provision.

ix. Full And Complete Agreement Related To Formal Resolution Of Disputes; Enforcement Of This Agreement.

This Arbitration Provision is the full and complete agreement relating to the formal resolution of disputes arising out of this Agreement. Except as stated in subsection v, above, in the event any portion of this Arbitration Provision is deemed unenforceable, the remainder of this Arbitration Provision will be enforceable.

By clicking “I accept”, Customer expressly acknowledge that Customer has read, understood, and taken steps to thoughtfully consider the consequences of this Agreement, that Customer agrees to be bound by the terms and conditions of the Agreement, and that Customer is legally competent to enter into this Agreement with Uber.

EXHIBIT C

UBER PLATFORM ACCESS AGREEMENT

Platform Access Agreement

Updated as of January 1, 2022

This Platform Access Agreement (this “PAA”) is by and among the following entity applicable, based on the region specified: Uber Technologies, Inc. in California; and Uber USA, LLC in all other U.S. states, territories and possessions (collectively, “Uber”) and, (a) if you are accepting this PAA on behalf of a company (the “Company”) in the business of providing for-hire transportation service (including by operating a taxi) (“For-hire Service”), such Company, and/or (b) if you are a principal, employee or contractor, or otherwise operating under the authority of, such Company that provides For-hire Service and is authorized to accept the relevant portions of this PAA, then you are accepting the relevant portions of this PAA as a driver (a “Driver”). For the sake of clarity and depending on the context, references to “we,” “our” and “us” may also refer to the appropriate Uber-affiliated contracting entity accordingly or Uber collectively and references to “you” or “your” mean the Company and/or, depending on the context, your Drivers. If you accept this Agreement as a Driver please read Section 12.2 which governs how this document applies to you.

This PAA governs your access to our Platform (defined below) which facilitates your provision of For-hire Service, to account holders seeking to access certain types of For-hire Service (“Riders”) for themselves and/or their guests.

Access to our technology platform includes access to our technology application (the “Driver App”) that, amongst other things, facilitates For-hire Service between you and Riders; as well as websites and all other associated services, including payment and support services, provided by Uber, its affiliates or third parties (collectively, our “Platform”).

Your access to our Platform is also governed by the applicable terms found on our website, including without limitation, the [Community Guidelines](#), [Referral Policies](#), other applicable Uber standards and policies (including, without limitation, Uber’s safety standards, the [accessibility policies](#) and [U.S. Service Animal Policy](#)) and, except as provided in Section 13.9 below, any other agreements you have with us (including those related to how you choose to interact with our Platform, the services you choose to provide and where you chose to provide them) (collectively with this PAA, this “Agreement”), which are incorporated by reference into this Agreement. By accepting this Agreement, you confirm that you have read, understand and accept the provisions of this Agreement and intend to be bound by this Agreement. This Agreement is effective as of the date and time you accept it.

1. Relationship

1.1. Company's Relationship with Uber.

(a) The relationship between you and Uber is solely as independent business enterprises, each of whom operates a separate and distinct business enterprise that provides a service outside the usual course of business of the other. This is not an employment agreement and you are not an employee of Uber. You confirm the existence and nature of that contractual relationship each time you access our Platform. We are not hiring or engaging you to provide any service; you are engaging us to provide you access to our Platform. Nothing in this Agreement creates, will create, or is intended to create, any employment, partnership, joint venture, franchise, or sales representative relationship between you and us. The parties do not share in any profits or losses. You have no authority to make or accept any offers or representations on our behalf. You are not our agent and you have no authority to act on behalf of Uber.

(b) We do not, and have no right to, direct or control you. Subject to Platform availability, you decide when, where and whether (a) you want to offer For-hire Service facilitated by our Platform and (b) you want to accept, decline, ignore or cancel a Ride (defined below) request; provided, in each case, that you agree not to discriminate against any potential Rider in violation of the Requirements (defined below). Subject to your compliance with this Agreement, you are not required to accept any minimum number of Rides in order to access our Platform and it is entirely your choice whether to provide For-hire Service to Riders directly, using our Platform, or using any other method to connect with Riders, including, but not limited to other platforms and applications in addition to, or instead of, ours. You understand, however, that your Riders' experiences with your Rides, as determined by Rider input, may affect your ability to access our Platform or provide Rides.

1.2. Your Relationship with Your Drivers. You will ensure that your Drivers understand and comply with the obligations set forth in this Agreement, including without limitation those set forth in Section 2. You have the sole responsibility for any obligations or liabilities to your Drivers that arise from your relationship with them (including any obligations or liabilities relating to the provision of For-hire Services). You acknowledge and agree that you exercise sole control over your Drivers and will comply with all applicable laws (including tax, social security and employment laws) governing or otherwise applicable to your relationship with your Drivers. You acknowledge and agree that you are at all times responsible and liable for the acts and omissions of your Drivers, including their interaction with us or any third party, even where such vicarious liability may not be mandated under applicable law.

2. Our Platform

2.1. General. While using our Driver App, you may receive lead generation and other technology-based services that enable those operating independent business

enterprises like you to provide For-hire Service requested by Riders (“Rides”). Subject to the terms and conditions of this Agreement, Uber hereby grants you a non-exclusive, non-transferable, non-sublicensable, non-assignable license, during the term of this Agreement, to use our Platform (including the Driver App) solely for the purpose of providing Rides and accessing services associated with providing Rides.

2.2. Compliance.

(a) You are responsible for identifying, understanding, and complying with (i) all laws (including, but not limited to, the Americans with Disabilities Act and applicable laws governing your collection, use, disclosure, security, processing and transfer of data), rules and regulations that apply to your provision of Rides (including whether you are permitted to provide For-hire Service at all) in the jurisdiction(s) in which you operate (your “Region”) and (ii) this Agreement (collectively, the “Requirements”). Subject to applicable law, you are responsible for identifying and obtaining any required license (including ensuring your Drivers have the appropriate driver’s license for their Region), permit, or registration required to provide any For-hire Service that you provide using our Platform. Notwithstanding anything to the contrary in this Agreement, for the avoidance of doubt, your ability to access and use our Platform is at all times subject to your compliance with the Requirements. You agree not to access or attempt to access our Platform if you are not in compliance with the Requirements.

(b) The Americans with Disabilities Act imposes obligations including the obligation to transport Riders with service animals and does not contain exceptions for allergies or religious objections. We have the right to and you consent to the permanent deactivation of your Driver App account and the permanent termination of your contractual relationship with us if, based on the evidence, we conclude that you knowingly refused a Ride request from a Rider with a service animal, or if we receive plausible reports from Riders of more than one cancellation or refusal by you alleged to be on the basis of the presence of a Rider’s service animal.

2.3. Your Provision of Transportation Services to Riders. You represent, warrant and covenant that (a) you have all the necessary expertise and experience to provide Rides in compliance with the Requirements and standards applicable to the For-hire Service, (b) your access and use of our Platform, and provision of For-hire Service, in your Region is permitted by the Requirements (including any age requirements), and (c) all such access and use of our Platform will be in compliance with the Requirements. You are responsible for, and bear all costs of, providing all equipment, tools and other materials that you deem necessary or advisable and are solely responsible for any obligations or liabilities arising from the Rides you provide.

2.4. Accessing our Platform.

(a) To provide Rides you must create and register an account for your Company and each Driver whom you decide may receive Ride requests through our Platform. All information you provide to us must be accurate, current and complete and you will maintain the accuracy and completeness of such information during the term of this Agreement. Unless otherwise permitted by us in writing, you agree to only possess one account for providing Rides. You are responsible for all activity conducted on your account. For account security and Rider safety purposes, you agree not to share or allow anyone to use your login credentials or other personal information used in connection with your account, including but not limited to photos of yourself, to access our Platform. If you think anyone has obtained improper access to your account, login credentials or personal information, you are required to notify us and to change your password immediately so that we may take appropriate steps to secure your account. You agree that Uber is not responsible for any losses arising from your sharing of account credentials with a third party, including without limitation phishing. You can visit help.uber.com for more information about securing your account. You agree that Uber is not responsible for any losses arising from your sharing of account credentials with a third party, including without limitation phishing.

(b) You represent, warrant, and covenant that you have all required authority to accept and be bound by this Agreement. If you are accepting this Agreement on behalf of your company, entity, or organization, you represent and warrant that you are an authorized representative of that company, entity, or organization with the authority to bind such party to this Agreement.

2.5. Background Checks and Licensing, Vehicle Standards.

(a) During your account creation and registration, we will collect, and may verify, certain information about you and the vehicle(s) you use to provide Rides ("*your vehicle*").

(b) You have passed any background, driving record and other checks required in connection with your provision of For-Hire Services under this Agreement (including those required or facilitated by third parties). You hereby agree to provide copies of such checks upon request and authorize and instruct us to provide copies of such checks to insurance companies, relevant regulators and/or other governmental authorities as needed for safety or other reasons, as described in our [Privacy Notice](#).

(c) You agree that your vehicle will be properly registered, licensed and suitable to provide Rides in your Region. You represent that at all times during the provision of any Rides your vehicle will be in your lawful possession with valid authority to use your vehicle to provide Rides in your Region. You agree that your vehicle will be in safe

operating condition, consistent with safety and maintenance standards for a vehicle of its type in the For-hire Service industry. You agree to monitor for and repair any parts that are recalled by your vehicle's manufacturer (as well as anything else the Requirements applicable to your particular Region may require).

2.6. Accepting Ride Requests.

(a) Ride requests may appear in the Driver App and you may attempt to accept, decline or ignore them. Accepting a Ride request creates a direct business relationship between you and your Rider in accordance with the terms of the transportation service the Rider has requested through our Platform. The mechanism for accepting or declining Rides may vary depending on your location and the type of Ride-request you accept. You acknowledge upon acceptance of a Ride request, your Company may incur Uber fees as described in an applicable fare addendum to this PAA.

(b) You will choose the most effective, efficient, and safe manner to reach the destinations associated with a Ride. Any navigational directions offered in the Driver App are offered for your convenience only; you have no obligation to follow such navigational directions. You agree to transport Riders, or their guests, directly to their specified destination, as directed by the applicable person, without unauthorized interruption or unauthorized stops.

(c) You may receive Rider information, including approximate pickup location, and you agree that your Rider may also be given identifying information about you, including your first name, photo, location, vehicle information, and certain other information you have voluntarily provided through the Driver App (collectively, "*User Information*"). Without a Rider's consent, you agree to not contact any Rider or otherwise use any of the Rider's User Information except solely in connection with the provision of Rides to that Rider. You agree to treat all Rider User Information as Confidential Information (defined below) received by you under this Agreement. You acknowledge that your violation of your confidentiality obligations may also violate certain laws and could result in civil or criminal penalties.

2.7. Use of Uber Branded Materials.

(a) Except to the extent necessary to comply with applicable law, you are not required to use, wear or display Uber's name or logo on your vehicle or clothing, or to use signaling lights, stickers, decals, or other such materials displaying Uber's name or logo (collectively "*Uber Branded Materials*").

(b) Your authorized display of Uber Branded Materials may signify to Riders that your For-hire Service is facilitated by our Platform. Uber grants you a limited

license to use, wear, or display Uber Branded Materials provided directly to you by Uber (“*Authorized Uber Branded Materials*”) when providing Rides solely for the purpose of identifying yourself and your vehicle to Riders as someone selling For-hire Service facilitated by our Platform. You agree not to (i) use, wear, or display Uber-Branded Materials that are not Authorized Uber Branded Materials, (ii) purchase, accept, offer to sell, sell or otherwise transfer Uber Branded Materials that are not Authorized Uber Branded Materials, (iii) offer to sell or sell, or otherwise transfer Authorized Uber Branded Materials, without Uber’s prior written permission, or (iv) display Uber Branded Materials when you are not accessing the Platform.

(c) The parties expressly agree that your access to, or use of, Uber Branded Materials, whether or not authorized, does not indicate an employment or other similar relationship between you and us. You further agree not to represent yourself as our employee, representative or agent for any purpose or otherwise misrepresent your relationship with us.

(d) You agree to destroy and discard any Uber Branded Materials if your account is deactivated and/or if you lose access to the Platform.

2.8. Ratings. Your Rider may be asked to comment on your services, and you may be asked to comment on your Rider. These comments can include star or other ratings and other feedback (collectively, “*Ratings*”), which we ask all parties to provide in good faith. Ratings are not confidential and you hereby authorize our use, distribution and display of your Ratings (and Ratings about you) as provided in our [Privacy Notice](#), without attribution or further approval. We have no obligation to verify Ratings or their accuracy, and may remove them from our Platform in accordance with the standards in our [Community Guidelines](#). You can find out more about Ratings and how they may affect your ability to access our Platform by visiting our [website](#).

2.9. Location Based Technology Services; Communication Consents.

(a) Your device geo-location information is required for the proper functioning of our Platform, and you agree to not take any action to manipulate or falsify your device geo-location. You grant us the irrevocable right to obtain your geo-location information and to share your location with third parties, including your Riders, who will see the approximate location of your vehicle in the Rider app before and during their Ride. We may not and will not use this information to attempt to supervise, direct, or control you or your provision of Rides.

(b) You agree that we may contact you by email, telephone or text message (including by an automatic telephone dialing system) at any of the phone numbers

provided by you, or on your behalf, in connection with your account. You also understand that you may opt out of receiving text messages from us at any time, either by replying “STOP” or texting the word “STOP” to 89203 using the mobile device that is receiving the messages, or by contacting us at help.uber.com. Notwithstanding the foregoing, we may also contact you by any of the above means, including by SMS, in case of suspected fraud or unlawful activity by your or on your account.

(c) You hereby represent and warrant that (a) you have provided all notices and obtained all rights, consents and permissions (collectively, “*Consents*”) necessary to provide us with personally identifiable information of any Driver provided by you to us hereunder or otherwise in connection with this Agreement; (b) you have obtained all Consents from each Driver necessary to enable us to send SMS messages or to otherwise contact each such Driver, and (c) you are in compliance, and will remain in compliance during the term of the Agreement, with all Requirements relating to data protection, privacy, identity theft, data breach, consumer protection, and data security.

3. Insurance

3.1. Your Auto Liability Insurance for For-hire Service. You agree to maintain on all vehicles operated by You or your Drivers commercial automobile liability insurance that provides protection against bodily injury and property damage to third parties at levels of coverage that satisfy all applicable laws in the Region. This coverage must also include any no-fault coverage required by law in the Region that may not be waived by an insured. You agree to provide Uber and its affiliates a copy of the insurance policy, policy declarations, proof of insurance identification card and proof of premium payment for the insurance policy required in this Section 3.1 upon request, and on each occasion that the insurance policy renews. You will notify us in writing immediately if any insurance policy required by Uber is cancelled. Uber shall have no right to control your selection or maintenance of your policy.

3.2. General Liability Insurance. You agree to maintain commercial general liability insurance that provides protection against personal injury, advertising injury and property damage to third parties at levels of coverage required by all applicable laws in the Region.

3.3. Your Other Insurance for For-hire Service. You will maintain workers’ compensation insurance for you and your Drivers as required by the Requirements. If allowed by applicable law, you can insure yourself against industrial injuries by maintaining occupational accident insurance for you and your Drivers in place of workers’ compensation insurance (and it is at your own risk if you decide not to). If allowed by applicable law, your subcontractors may also insure themselves against industrial injuries by maintaining occupational accident insurance for themselves in place of workers’ compensation insurance

(and it is at their own risk if they decide not to).

3.4. Additional Insured Status. You shall add Uber (or any Uber affiliate which may be designated by Uber from time to time) to your insurance policies required in Sections 3.1 and 3.2 above as an additional insured, and shall, upon Uber's request, provide Uber with a copy of such insurance certificate(s) within seven (7) days of such request. You will maintain the insurance policies required in Sections 3.1 and 3.2 at all times during the term of this Agreement.

4. Payments

4.1. Instant Pay.

(a) **Eligibility for Instant Pay.** You must have a valid and active debit card issued in your name to use Instant Pay. Your ability to use Instant Pay is dependent upon your debit card's acceptance of fast funds; not all debit cards are eligible to accept fast funds, and the card's issuing bank may choose at any time to disable the acceptance of fast funds or enable restrictions. Certain users may not be eligible for Instant Pay, including users that access our vehicle solutions programs and those who are subject to garnishments. Your use of Instant Pay may be subject to additional restrictions and fees; more information may be found on our [Instant Pay](#) website.

(b) **Availability of Instant Pay.** We are not able to ensure that all payments are deposited instantly. The speed at which you receive payments will depend on your bank and other factors. If your bank rejects a payment, or it fails in our system, the entire amount available for cashout in your account will be routed to your regular bank account at [vault.uber.com](#), and you will receive the payment typically 1-3 business days later. Any Instant Pay funds not cashed out by 4AM (Local time) on Mondays, or the time we identify, which may be subject to change, will be routed to your regular bank account at [vault.uber.com](#). If you do not have access to Instant Pay, you will continue to receive payments as described in this addendum via direct deposit, provided we have your correct banking information. We are not responsible for any fees from your bank in association with your use of Instant Pay. We reserve the right to block access to Instant Pay at any time for any reason, including for improper use of our Platform, account investigation, deactivation, or further review of Deliveries completed.

(c) **Third-Party Provider.** The Instant Pay functionality is facilitated by a third-party provider of payments services. By using Instant Pay, you are subject to any additional terms and conditions for payment imposed by the third-party provider, which we recommend you review.

4.2. Payment terms, fare calculations and payment methods are described in a separate fare addendum, which shall form part of this Agreement.

5. Term and Termination; Effect; Survival

5.1. Term. This Agreement is effective as of the date and time you accept it and will continue until terminated by you or us.

5.2. Termination by You. You may terminate this Agreement (a) without cause at any time upon seven (7) days' prior written notice to Uber; and (b) immediately, without notice for Uber's violation or alleged violation of a material provision of this Agreement.

5.3. Deactivation. You consent to and we may temporarily deactivate your account without notice to investigate whether you have engaged in, or your account has been used in, activity that is deceptive, fraudulent, unsafe, illegal, harmful to our brand, business or reputation, or that violates this Agreement (including the policies incorporated herein by reference)(any of the foregoing, a "*Material Breach or Violation*"). You also consent to and we may terminate this Agreement or permanently deactivate your account without notice if we determine in our discretion that a Material Breach or Violation has occurred.

5.4. Effect of Termination and Survival. Upon termination, each party will remain responsible for its respective liabilities or obligations that accrued before or as a result of such termination. You agree to use commercially reasonable efforts to return any Uber Branded Materials, but excluding promotional materials, to an Uber Greenlight Hub or destroy them. Sections 1, 2.7, 2.9(b), 4, 5.4, 6-9, 12, 13 and 14 shall survive any termination or expiration of this Agreement.

6. DISCLAIMERS

6.1. WE PROVIDE OUR PLATFORM AND ANY ADDITIONAL PRODUCTS OR SERVICES "AS IS" AND "AS AVAILABLE," WITHOUT GUARANTEE OR WARRANTY OF ANY KIND, AND YOUR ACCESS TO OUR PLATFORM IS NOT GUARANTEED TO RESULT IN ANY RIDE REQUESTS. WE DO NOT WARRANT THAT OUR PLATFORM WILL BE ACCURATE, COMPLETE, RELIABLE, CURRENT, SECURE, UNINTERRUPTED, ALWAYS AVAILABLE, OR ERROR- FREE, OR WILL MEET YOUR REQUIREMENTS, THAT ANY DEFECTS WILL BE CORRECTED, THAT OUR TECHNOLOGY IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE WILL NOT BE LIABLE FOR ANY SERVICE INTERRUPTIONS OR LOSSES RESULTING FROM SERVICE INTERRUPTIONS, INCLUDING BUT NOT LIMITED TO SYSTEM FAILURES OR OTHER INTERRUPTIONS THAT MAY AFFECT YOUR ACCESS TO OUR PLATFORM.

6.2. WE PROVIDE LEAD GENERATION AND RELATED SERVICES ONLY, AND MAKE NO REPRESENTATIONS, WARRANTIES OR GUARANTEES AS TO THE ACTIONS OR INACTIONS OF THE RIDERS WHO MAY REQUEST OR ACTUALLY RECEIVE RIDES FROM YOU. WE DO NOT SCREEN OR EVALUATE THESE RIDERS. SOME JURISDICTIONS PROVIDE FOR CERTAIN WARRANTIES, SUCH AS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AVAILABILITY, SAFETY, SECURITY, AND NON-INFRINGEMENT. WE EXCLUDE ALL WARRANTIES TO THE EXTENT THOSE REGULATIONS ALLOW.

6.3. IF A DISPUTE ARISES BETWEEN YOU AND YOUR RIDERS OR ANY OTHER THIRD PARTY, YOU RELEASE US FROM LOSSES OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES.

6.4. WE MAY USE ALGORITHMS IN AN ATTEMPT TO FACILITATE RIDES AND IMPROVE THE: EXPERIENCE OF USERS AND THE SECURITY AND SAFETY OF OUR PLATFORM; ANY SUCH USE DOES NOT CONSTITUTE A GUARANTEE OR WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED.

7. Information

We may collect and disclose information from or about you when you create an account, interact with our Platform or provide Rides and as otherwise described in our [Privacy Notice](#). Notwithstanding anything herein to the contrary (a) the collection, use, and disclosure of such information will be made in accordance with our [Privacy Notice](#) and (b) if you elect to provide or make available suggestions, comments, ideas, improvements, or other feedback or materials to us in connection with, or related to, us or our Platform, we will be free to use, disclose, reproduce, modify, license, transfer and otherwise distribute, and exploit any of the foregoing information or materials in any manner.

8. Confidentiality

8.1. Confidential Information. Each party acknowledges and agrees that in the performance of this Agreement it may have access to or may be exposed to, directly or indirectly, confidential information of the other party or third parties ("*Confidential Information*"). Confidential Information includes Rider User Information and the transportation volume, marketing and business plans, business, financial, technical, operational and such other, non-public information of each party (whether disclosed in writing or verbally) that such party designates as being proprietary or confidential or of which the other party should reasonably know that it should be treated as confidential. Confidential

Information does not include any information that: (a) was in the receiving party's lawful possession prior to the disclosure, as clearly and convincingly corroborated by written records, and had not been obtained by the receiving party either directly or indirectly from the disclosing party; (b) is lawfully disclosed to the receiving party by a third party without actual, implied or intended restriction on disclosure through the chain of possession, or (c) is independently developed by the receiving party without the use of or access to the Confidential Information, as clearly and convincingly corroborated by written records.

8.2. Obligations. Each party acknowledges and agrees that: (a) all Confidential Information shall remain the exclusive property of the disclosing party; (b) it shall not use Confidential Information of the other party for any purpose except in furtherance of this Agreement; (c) it shall not disclose Confidential Information of the other party to any third-party, except to its employees, officers, contractors, agents and service providers ("*Permitted Persons*") as necessary to perform their obligations under this Agreement, provided Permitted Persons are bound in writing to obligations of confidentiality and non-use of Confidential Information no less protective than the terms hereof; and (d) it shall return or destroy all Confidential Information of the disclosing party, upon the termination of this Agreement or at the request of the other party; subject to applicable law and our internal record-keeping requirements.

8.3. Remedies. The unauthorized use or disclosure of any Confidential Information would cause irreparable harm and significant damages, the degree of which may be difficult to ascertain. Accordingly, the parties have the right to obtain immediate equitable relief to enjoin any unauthorized use or disclosure of Confidential Information disclosed by the other party, in addition to any other rights or remedies described in Section 14, applicable law or otherwise.

9. Intellectual Property

We reserve all rights not expressly granted in this Agreement. The Driver App, our Platform, and all data gathered through our Platform, including all intellectual property rights therein (the "*Platform IP*"), are and remain our property and/or that of our licensors, as applicable. Neither this Agreement nor your use of Uber's or our licensors' company names, logos, products or service names, trademarks, service marks, trade dress, other indicia of ownership, or copyrights ("*Uber Names, Marks, or Works*") or the Platform IP conveys or grants to you any rights in or related to the Platform IP, or related intellectual property rights, including Uber's Names, Marks, or Works, except for the limited license granted above. You shall not, and shall not allow any other party to: (a) license, sublicense, copy, modify, distribute, create, sell, resell, transfer, or lease any part of the Platform IP or Authorized Uber-Branded Materials; (b) reverse engineer or attempt to extract the source code of our software, except as allowed under law; (c) use, display, or manipulate any of Uber Names,

Marks, or Works for any purpose other than to provide Rides; (d) create or register any (i) businesses, (ii) URLs, (iii) domain names, (iv) software application names or titles, or (v) social media handles or profiles that include Uber Names, Marks, or Works or any confusingly or substantially similar mark, name, title, or work; (e) use Uber Names, Marks, or Works as your social media profile picture or wallpaper; (f) purchase keywords (including, but not limited to Google AdWords) that contain any Uber Names, Marks, or Works; (g) apply to register, reference, use, copy, and/or claim ownership in Uber's Names, Marks, or Works, or in any confusingly or substantially similar name, mark, title, or work, in any manner for any purposes, alone or in combination with other letters, punctuation, words, symbols, designs, and/or any creative works, except as may be permitted in the limited license granted above; (h) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any part of our Platform or data; or (i) aggregate Uber's data with competitors.

10. Third-Party Services

From time to time we may permit third parties to offer their services to users of our Platform. Third-party services may be subject to additional terms (including pricing) that apply between you and the party(ies) providing such services. If you choose to access the third-party services you understand that the providers of the third-party services are solely responsible for liabilities arising in connection with the access and use of such third-party services. While we may allow users to access such services through our Platform and we may collect information about our users' use of such services, we may not investigate, monitor or check such third-party services for accuracy or completeness.

11. Termination of Prior Agreements

11.1. Prior TSA. This Section 11 only applies if you were a party to an effective technology services agreement (a "*Prior Agreement*") with Uber immediately prior to your acceptance of this Agreement. Except as provided in Sections 11.2 and 14 below, you and Uber hereby terminate your Prior Agreement (except as provided in the survival provision of such agreement) and the Depreciated Documents (defined below)(collectively, "*Prior Documents*"), effective as of your acceptance of this Agreement. The parties, respectively, hereby waive any applicable notice requirements with respect to their termination of the Prior Documents.

11.2. Other Agreements. Notwithstanding the termination of your Prior Agreements, you hereby (a) ratify, assume and confirm your obligations under any supplements or addenda, except those that are no longer required by the Requirements or applicable to your provision of P2P Service ("*Deprecated Documents*"), accepted in connection with your Prior Agreement that are not expressly superseded by this PAA or documents accepted in connection with the acceptance of this PAA,, with such changes as

may be required to effectuate the foregoing (“*Continuing Documents*”) and (b) acknowledge and agree that as of your acceptance of this Agreement such Continuing Documents are incorporated by reference and form a part of this Agreement. We hereby ratify, assume and confirm our obligations under such Continuing Documents.

12. Drivers

12.1. Enforcement. This Section 12.1 only applies if you accept this Agreement on behalf of a Company. By authorizing your Drivers to accept this Agreement, you expressly authorize Uber to enforce its rights under this Agreement, including under Section 5, against your Company or against any Driver individually. You agree to ratify any such action with respect to your Driver as if it was taken by you, provided that you will have the opportunity to rebut any such action on your Driver’s behalf in accordance with this Agreement.

12.2. Acceptance by Drivers. This Section 12.2 only applies if you accept this Agreement as a Driver. Except for Section 1.2 and 2.9(c), this Agreement applies to you, with such changes as may be required to effectuate the foregoing, to the same extent as such provisions apply to your Company. This Agreement does not entitle you to any payment by Uber, and only your Company can enforce the obligations in Section 5.2 and any provision regarding amounts payable under this Agreement will apply only to the Company. You acknowledge and agree that you maintain a contractual or employment arrangement with your Company to perform For-hire Services under that Company’s operating authority and as directed by that Company. In addition to the representations and warranties set forth in Section 2.4(b), you represent and warrant that you are the legal age to form a binding contract with us in your Region. If you have an agreement (a “*P2P Agreement*”) with Uber pursuant to which you provide peer-to-peer transportation services (a “*P2P Service*”), you acknowledge and agree that (x) this Agreement applies when you provide For-hire Services or access our Platform under the authority of your Company and (y) your P2P Agreement applies when you provide P2P Services.

13. Miscellaneous

13.1. Modification. You will only be bound by modifications or supplements to this PAA on your acceptance, but if you do not agree to them, you may not be allowed to access our Platform. Such modifications or supplements may be provided to you only via electronic means. From time to time we may modify information hyperlinked in this PAA (or the addresses where such information may be found) and such modifications shall be effective when posted.

13.2. Severability. Invalidity of any provision of this Agreement does not affect the rest of this Agreement. The parties shall replace the invalid or non-binding provision with provision(s) that are valid and binding and that have, to the greatest extent possible, a similar

effect as the invalid or non-binding provision, given the contents and purpose of this Agreement.

13.3. Assignment. We may freely assign or transfer this Agreement or any of our rights or obligations in them, in whole or in part, without your prior consent. You agree not to assign this Agreement, in whole or in part, without our prior written consent, and any attempted assignment without such consent is void.

13.4. Conflicts. Except with respect to the Arbitration Provision, if there is a conflict between this PAA and any supplemental terms between you and us, those supplemental terms will prevail with respect to the specific conflict if explicitly provided therein, and is in addition to, and a part of, this Agreement.

13.5. Interpretation. In this Agreement, “including” and “include” mean “including, but not limited to.”

13.6. Notice. Except as explicitly stated otherwise, any notices to us shall be given by certified mail, postage prepaid and return receipt requested to Uber Technologies, Inc., 1515 3rd Street, San Francisco, CA 94158, Attn: Legal Department. All notices to you may be provided electronically including through our Platform or by other means.

13.7. Governing Law. Except as specifically provided in this PAA, this PAA is governed by the applicable law of the state where you reside (or where your entity is domiciled) when you accepted this PAA (the “*Governing Law*”). The Governing Law shall apply without reference to the choice-of-law principles that would result in the application of the laws of a different jurisdiction.

13.8. Entire Agreement. Except as specifically set forth in Section 13.4 or the Arbitration Provision, this Agreement, constitutes the entire agreement and understanding with respect to the subject matter expressly contemplated herein and therein, and supersedes all prior or contemporaneous agreements or undertakings on this subject matter.

13.9. No Incorporation. Notwithstanding anything herein to the contrary, no agreement, term or other provision relating to your indemnification obligations to us will be considered incorporated by reference, or otherwise a part of, this Agreement.

13.10. Existing Documents. Defined terms in documents accepted in connection with your acceptance of this Agreement that reference a technology services agreement shall

be deemed amended to reference analogous terms defined in this Agreement, including by replacing the term “Technology Services Agreement” with “Platform Access Agreement”.

13.11. Questions. If you have questions about our Platform, you may contact us by logging on to drivers.uber.com and navigating to the “Contact Us” section.

14. Arbitration Provision

IMPORTANT: PLEASE REVIEW THIS ARBITRATION PROVISION CAREFULLY, AS IT WILL REQUIRE YOU TO RESOLVE DISPUTES WITH US ON AN INDIVIDUAL BASIS THROUGH FINAL AND BINDING ARBITRATION, EXCEPT AS PROVIDED BELOW. YOU MAY OPT OUT OF THIS ARBITRATION PROVISION BY FOLLOWING THE INSTRUCTIONS BELOW. THERE ARE AND/OR MAY BE LAWSUITS ALLEGING CLASS, COLLECTIVE, COORDINATED, CONSOLIDATED, AND/OR REPRESENTATIVE CLAIMS ON YOUR BEHALF AGAINST US. IF YOU DO NOT OPT OUT OF THIS ARBITRATION PROVISION AND THEREFORE AGREE TO ARBITRATION WITH US, YOU ARE AGREEING IN ADVANCE, EXCEPT AS OTHERWISE PROVIDED BELOW, THAT YOU WILL NOT PARTICIPATE IN AND, THEREFORE, WILL NOT SEEK OR BE ELIGIBLE TO RECOVER MONETARY OR OTHER RELIEF IN CONNECTION WITH, ANY SUCH CLASS, COLLECTIVE, COORDINATED, CONSOLIDATED, AND/OR REPRESENTATIVE LAWSUIT. THIS ARBITRATION PROVISION, HOWEVER, WILL ALLOW YOU TO BRING INDIVIDUAL CLAIMS IN ARBITRATION ON YOUR OWN BEHALF.

14.1. How This Arbitration Provision Applies.

(a) This Arbitration Provision is a contract governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq., and evidences a transaction involving commerce, and you agree that this is not a contract of employment involving any class of workers engaged in foreign or interstate commerce within the meaning of Section 1 of the Federal Arbitration Act. If notwithstanding the foregoing, the Federal Arbitration Act does not apply to this Arbitration Provision, the law pertaining to arbitration agreements of the state where you reside when you entered into this Agreement shall apply. Except as it otherwise provides, this Arbitration Provision applies to any legal dispute, past, present or future, arising out of or related to your relationship with us or relationship with any of our agents, employees, executives, officers, investors, shareholders, affiliates, successors, assigns, subsidiaries, or parent companies (each of which may enforce this Arbitration Provision as third party beneficiaries), and termination of that relationship, and survives after the relationship terminates.

(b) This Arbitration Provision applies to all claims whether brought by you or us, except as provided below. This Arbitration Provision requires all such claims to be resolved only by an arbitrator through final and binding individual arbitration and not by way of court or jury trial. Except as provided below regarding the Class Action Waiver and Representative Action Waiver, such disputes include without limitation disputes arising out of

or relating to the interpretation, application, formation, scope, enforceability, waiver, applicability, revocability or validity of this Arbitration Provision or any portion of this Arbitration Provision.

(c) Except as it otherwise provides, this Arbitration Provision also applies, without limitation, to disputes between you and us, or between you and any other entity or individual, arising out of or related to your application for and use of an account to use our Platform and Driver App as a driver, the For-hire Service that you provide, background checks, your privacy, your contractual relationship with us or the termination of that relationship (including post-relationship defamation or retaliation claims), the nature of your relationship with us (including, but not limited to, any claim that you are our employee), trade secrets, workplace safety and health, unfair competition, compensation, minimum wage, expense reimbursement, overtime, breaks and rest periods, retaliation, discrimination, or harassment, and claims arising under the Telephone Consumer Protection Act, Fair Credit Reporting Act, Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 1981, 8 U.S.C. § 1324b (unfair immigration related practices), Americans With Disabilities Act, Age Discrimination in Employment Act, Fair Labor Standards Act, Worker Adjustment and Retraining Notification Act, Older Workers Benefits Protection Act of 1990, Occupational Safety and Health Act, Consolidated Omnibus Budget Reconciliation Act of 1985, federal, state or local statutes or regulations addressing the same or similar subject matters, and all other federal, state or local statutory, common law and legal claims (including without limitation, torts) arising out of or relating to your relationship with us or the termination of that relationship. This Arbitration Provision also applies to all incidents or accidents resulting in personal injury to you or anyone else that you allege occurred in connection with your use of our Platform and Driver App, regardless whether the dispute, claim, or controversy occurred or accrued before or after the date you agreed to this Agreement, and regardless whether you allege that the personal injury was experienced by you or anyone.

14.2. Limitations On How This Arbitration Provision Applies.

(a) To the extent required by applicable law not preempted by the Federal Arbitration Act, nothing in this Arbitration Provision prevents you from making a report to or filing a claim or charge with the Equal Employment Opportunity Commission, U.S. Department of Labor, U.S. Securities and Exchange Commission, National Labor Relations Board, or Office of Federal Contract Compliance Programs. Likewise, to the extent required by applicable law not preempted by the Federal Arbitration Act, nothing in this Arbitration Provision prevents the investigation by a government agency of any report, claim or charge otherwise covered by this Arbitration Provision. To the extent required by applicable law not preempted by the Federal Arbitration Act, this Arbitration Provision also does not prevent federal administrative agencies from adjudicating claims and awarding remedies based on those claims, even if the claims would otherwise be covered by this

Arbitration Provision.

(b) Where you allege claims of sexual assault or sexual harassment, you may elect to bring those claims on an individual basis in a court of competent jurisdiction instead of arbitration. We agree to honor your election of forum with respect to your individual sexual harassment or sexual assault claim but in so doing do not waive the enforceability of this Arbitration Provision as to any other provision (including but not limited to Section 14.4—Class Action Waiver—which will continue to apply in court and arbitration), controversy, claim or dispute.

(c) To the extent an Act of Congress or applicable federal law not preempted by the Federal Arbitration Act provides that a particular claim or dispute may not be subject to arbitration, such claim or dispute is excluded from the coverage of this Arbitration Provision. Likewise, if the Federal Arbitration Act does not apply to a claim or dispute, any claims or disputes that may not be subject to arbitration under applicable state arbitration law will be excluded from the coverage of this Arbitration Provision.

(d) Impact on Pending Litigation: This Arbitration Provision shall not affect your standing with respect to any litigation against us brought by you or on your behalf that is pending in a state or federal court or arbitration as of the date of your receipt of this Arbitration Provision (“*pending litigation*”). Therefore:

- If you are or previously were a driver authorized to use our Platform and Driver App, and at the time of your receipt of this Agreement you were not bound by an existing arbitration agreement with us, you shall remain eligible to participate in any pending litigation to which you were a party or putative class, collective or representative action member regardless of whether you opt out of this Arbitration Provision.
- If, at the time of your receipt of this Agreement, you were bound by an existing arbitration agreement with us, that arbitration agreement will continue to apply to any pending litigation, even if you opt out of this Arbitration Provision.
- If, at the time of your receipt of this Agreement, you were not previously a driver authorized to use our Platform and Driver App, then this Arbitration Provision will apply to covered claims and any pending litigation unless you opt out of this Arbitration Provision as provided below.

(e) Either party may apply to a court of competent jurisdiction for temporary or preliminary injunctive relief on the ground that without such relief the arbitration provided in this Arbitration Provision may be rendered ineffectual.

14.3. Governing Rules, Starting The Arbitration, And Selecting The Arbitrator

(a) For claims involving use of the Platform and Driver App in California: The ADR Services, Inc. Arbitration Rules (“*ADR Rules*”) will apply to arbitration under this Arbitration Provision; however, if there is a conflict between the ADR Rules and this Arbitration Provision, including but not limited to whether any arbitration may proceed on an individual basis, this Arbitration Provision shall govern. The ADR Rules are available by, for example, searching Google.com to locate “ADR Services, Inc. Rules,” or by clicking here: <https://www.adrservices.com/services/arbitration-rules/>. If, for any reason, ADR Services, Inc. will not administer the arbitration and the parties cannot mutually agree on a neutral arbitration provider, either party may invoke 9 U.S.C. § 5 to request that a court of competent jurisdiction appoint an arbitration provider with operations in California. Any arbitration provider appointed by a court under 9 U.S.C. § 5 shall conduct arbitration solely on an individualized basis. Once an arbitration provider is appointed under 9 U.S.C. § 5, or the parties mutually agree upon a neutral arbitration provider, the ensuing arbitration shall commence pursuant to the rules of the designated arbitration provider; however, if there is a conflict between the rules of the designated arbitration provider and this Arbitration Provision, including but not limited to whether any arbitration may proceed on an individual basis, this Arbitration Provision shall govern.

(b) For claims involving use of the Platform and Driver App outside California: The parties shall be required to meet and confer to select a neutral arbitration provider. Such an arbitration provider shall have operations in the state in which the dispute arises. If the parties are unable to mutually agree upon an arbitration provider, then either party may invoke 9 U.S.C. § 5 to request that a court of competent jurisdiction appoint an arbitration provider with operations in the state in which the dispute arises. Any arbitration provider appointed by a court under 9 U.S.C. § 5 shall conduct arbitration solely on an individualized basis. Once the parties mutually agree upon a neutral arbitration provider, or an arbitration provider is appointed under 9 U.S.C. § 5, the ensuing arbitration shall commence pursuant to the rules of the designated arbitration provider; however, if there is a conflict between the rules of the designated arbitration provider and this Arbitration Provision, including but not limited to whether any arbitration may proceed on an individual basis, this Arbitration Provision shall govern.

(c) Prior to commencing arbitration with the applicable arbitration provider, the party bringing the claim in arbitration must first demand arbitration in writing

within the applicable statute of limitations period. The demand for arbitration shall include identification of the parties (including, if you are bringing the claim, the phone number and email address associated with your driver account, and the city in which you reside), a statement of the legal and factual basis of the claim(s), and a specification of the remedy sought and the amount in controversy. Any demand for arbitration made to us shall be sent to Uber Technologies, Inc., Attn: Legal Department, 1515 3rd Street, San Francisco, CA 94158, or served upon Uber's registered agent for service of process, c/o Uber Technologies, Inc. (the name and current contact information for the registered agent in each state are available online [here](#)). Any demand for arbitration made to you shall be sent via electronic email to the email address associated with your driver account.

(d) The parties agree that good-faith informal efforts to resolve disputes often can result in a prompt, low-cost, and mutually beneficial outcome. The parties therefore agree that, before the arbitration demand is submitted to the applicable arbitration provider, the party bringing the claim shall first attempt to informally negotiate with the other party, in good faith, a resolution of the dispute, claim or controversy between the parties for a period of 60 days ("*negotiation period*"), unless extended by mutual agreement of the parties. During the negotiation period, any otherwise applicable statute of limitations shall be tolled. In connection with informal negotiations during the negotiation period, the parties shall participate telephonically or in person in at least one informal dispute resolution conference. All informal dispute resolution conferences shall be individualized such that a separate conference must be held each time either party intends to commence individual arbitration; multiple individuals initiating claims cannot participate in the same informal dispute resolution conference. If either party is represented by counsel, that party's counsel may participate in the informal dispute resolution conference, but the party also must appear at and participate in the conference. Engaging in an informal dispute resolution conference is a condition precedent that must be fulfilled before commencing individual arbitration. If the parties cannot reach an agreement to resolve the dispute, claim or controversy within the negotiation period, the party bringing the claim shall submit the arbitration demand to the applicable arbitration provider.

(e) To commence arbitration following the conclusion of the informal dispute resolution process required by Section 14.3(d), the party bringing the claim must file the written demand for arbitration with the applicable arbitration provider and serve a copy of the demand for arbitration on Uber as set forth in Section 14.3(c) and by email to any counsel who represented Uber in the informal dispute resolution process. By filing the arbitration demand with the applicable arbitration provider, the party bringing the claim in arbitration certifies that the demand complies with Rule 11 of the Federal Rules of Civil Procedure and any applicable state law equivalent.

(f) If the parties reach agreement on an arbitrator not affiliated with the applicable arbitration provider or to use procedures either not specified in or in lieu of the applicable arbitration provider's rules (as modified by this Arbitration Provision), any such agreement shall be memorialized in writing before arbitration is commenced. If the parties are unable to agree upon an arbitrator after a good faith meet and confer effort, then the applicable arbitration provider will appoint the arbitrator in accordance with its rules. The arbitrator will be selected from the applicable arbitration provider's roster of arbitrators. Any arbitrator selected must be either (1) a retired judge or (2) an attorney licensed to practice law in the state where the arbitration is conducted with experience in the law underlying the dispute.

(g) Delivering a written arbitration demand to the other party will not relieve the party bringing the claim of the obligation to commence arbitration as described above. It shall always be the obligation of the party bringing the claim to commence arbitration.

(h) Mass arbitration dispute procedure: If 20 or more arbitration demands of a substantially similar nature are initiated against you or us within a 180-day period by the same law firm or collection of law firms that represents the other party ("*mass arbitration demands*"), the following procedure shall apply. At the request of either party, an arbitrator shall be selected pursuant to the applicable arbitration provider's rules for selection of an arbitrator to act as a special master ("*Special Master*") to resolve threshold disputes regarding the propriety of some or all the mass arbitration demands. These threshold disputes may include, but are not limited to:

- (1) any dispute regarding filing fees owed with respect to the mass arbitration demands, including whether claimants have submitted valid fee waivers;
- (2) any dispute regarding whether the applicable arbitration provider has complied with the Arbitration Provision with respect to processing and administering the mass arbitration demands;
- (3) any dispute regarding whether the mass arbitration demands meet the requirements set forth in Section 14.3(c) (or (e) above);
- (4) any dispute regarding whether the demands have complied with all conditions precedent to commencing arbitration, including compliance with the informal dispute resolution process described in Section 14.3(d) above;
- (5) any dispute regarding whether claimants have ever had a driver account;
- (6) any dispute regarding whether claimants are barred from

- proceeding with their claims based on a prior settlement agreement or expiration of the statute of limitations;
- (7) any dispute relating to representation of the same claimant by multiple law firms;
 - (8) any dispute regarding whether the mass arbitration demands were filed with the correct arbitration provider;
 - (9) any dispute regarding whether the mass arbitration demands violate Rule 11 of the Federal Rules of Civil Procedure and/or any applicable state law equivalent; and
 - (10) any other dispute or issue regarding the equitable and efficient initial case management of the mass arbitration demands, including, but not limited to, the timing and/or sequence of payment of any remaining filing or administrative fees or costs related to the mass arbitration demands.

Any request to appoint a Special Master pursuant to this procedure must be submitted in writing to the applicable arbitration provider, with a copy to the other party, within fifteen (15) days after filing and service (as described in Section 14.3(e)) of any arbitration demand that qualifies as part of the same group of mass arbitration demands within the meaning of this Section 14.3(h) (i.e., 20 or more arbitration demands of a substantially similar nature initiated within a 180 day period by the same law firm or collection of law firms. Mass arbitration demands initiated by a different law firm or collection of law firms shall be considered a separate group of mass arbitration demands and shall be administered separately). For the sake of clarity, the request to appoint a Special Master need not be submitted in response to the first arbitration demand that triggers the mass arbitration dispute procedure (i.e., the 20th demand), and the request is subject only to the limitations set forth in this Section 14.3(h).

Except as provided below, during the fifteen (15) day period following the filing and service of any arbitration demand that qualifies as part of the same group of mass arbitration demands, the arbitration provider shall refrain from further processing of any demands that are part of the same group of mass arbitration demands, and no further payment (i.e., other than amounts required to be paid by the party initiating arbitration at the time the arbitration demand is filed) for filing fees, administrative fees or costs, or Arbitrator fees shall be deemed due with respect to those demands. A party's decision not to invoke this procedure in response to a particular arbitration demand shall not constitute a waiver of any defense to any arbitration demand. Likewise, a party's decision not to invoke this procedure in response to a particular demand will not preclude the same party from later invoking this procedure in response to any other arbitration demand, including one that qualifies as part of the same group of mass arbitration demands as an earlier-filed demand.

The written request to appoint a Special Master must specify the arbitration demands and threshold disputes that will be submitted to the Special Master.

Upon the request of either party to appoint a Special Master to resolve the foregoing issues, the applicable arbitration provider shall refrain from further processing any of the mass arbitration demands as to which a dispute has been raised. Except for the filing fees, administrative fees or costs, or arbitrator fees that have already been assessed by the arbitration provider at the time the request to appoint a Special Master is made, no payment for filing fees, administrative fees or costs, or arbitrator fees shall be deemed due with respect to any of the mass arbitration demands as to which a dispute has been raised until after the dispute(s) has/have been resolved by the Special Master. Notwithstanding the foregoing, Uber shall be responsible for and agrees to pay the applicable arbitration provider's and Special Master's fees and costs related to the proceedings before the Special Master.

If timely requested by either party, any arbitration demand that is part of the same group of mass arbitration demands and to which a dispute has been raised shall be included as part of the same Special Master matter, even if a Special Master matter is already pending at the time that arbitration demand is filed, except that (i) a demand cannot be included if an arbitrator has already been selected for that individual demand as provided in Section 14.3(f); and (ii) a demand that might otherwise be considered part of the same group of mass arbitration demands that is filed after proceedings before a Special Master have concluded shall be considered part of a different group of mass arbitration demands.

A Special Master appointed pursuant to this procedure may award any party any appropriate remedy to which that party is entitled under applicable law (including, but not limited to, as set forth in Section 14.7) with respect to the issues presented to and decided by the Special Master, but shall have no authority to consolidate cases or decide issues related to the merits of the dispute or any other issue except as specified above. After proceedings before the Special Master have concluded, to the extent any of the mass arbitration demands are permitted to proceed, all such demands shall proceed on an individual basis only, and the applicable arbitration provider must administer them individually in accordance with the applicable arbitration provider's rules and this Arbitration Provision.

(i) All claims in arbitration are subject to the same statutes of limitation that would apply in court. The arbitrator (which includes the Special Master, as applicable) shall resolve all disputes regarding the timeliness or propriety of the demand for arbitration, except that the statute of limitations and any filing fee deadlines shall be tolled

while the parties engage in the informal dispute resolution process required by Section 14.3(d).

(j) Only an arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute arising out of or relating to the interpretation, applicability, enforceability, or formation of this Arbitration Provision, including without limitation any claim that all or part of this Arbitration Provision is void or voidable. An arbitrator shall also have exclusive authority to resolve all threshold arbitrability issues. However, only a court of competent jurisdiction, and not an arbitrator, shall have exclusive authority to resolve any and all disputes arising out of or relating to the Class Action Waiver and/or Representative Action Waiver—including, but not limited to, any claim that all or part of the Class Action Waiver and/or Representative Action Waiver is unenforceable, unconscionable, illegal, void, or voidable, or that a breach of either such Waiver has occurred.

14.4. Class Action Waiver.

(a) **This Arbitration Provision affects your ability to participate in class, collective, coordinated, or consolidated actions.** Both Uber and you agree that any and all disputes or claims between the parties shall be resolved only in individual arbitration, and not on a class, collective, coordinated, or consolidated basis on behalf of others. There will be no right or authority for any dispute (whether brought by you or us, or on your or our behalf) to be brought, heard, administered, resolved, or arbitrated as a class, collective, coordinated, or consolidated action, or for you or us to participate as a member in any such class, collective, coordinated, or consolidated proceeding. Neither an arbitrator nor an arbitration provider shall have authority to hear, arbitrate, or administer any class, collective, coordinated, or consolidated action, or to award relief to anyone but the individual in arbitration.

(b) Notwithstanding any other provision of this Arbitration Provision or the applicable arbitration provider's rules, this Class Action Waiver does not prevent you or us from participating in a classwide, collective, coordinated, or consolidated settlement of claims.

(c) This Class Action Waiver does not and shall not be construed to preclude the mass arbitration dispute procedure set forth in Section 14.3(h).

(d) The parties further agree that if for any reason a claim does not proceed in arbitration, this Class Action Waiver shall remain in effect, and a court may not preside over any action joining or consolidating the claims of multiple individuals against Uber in a single proceeding. If there is a final judicial determination that any portion of this Class

Action Waiver is unenforceable or unlawful for any reason, (1) any class, collective, coordinated, or consolidated action subject to the enforceable or unlawful portion(s) shall proceed in a court of competent jurisdiction; (2) the portion of the Class Action Waiver that is enforceable shall be enforced in arbitration; (3) the unenforceable or unlawful portion(s) shall be severed from this Arbitration Provision; and (4) the severance of the unenforceable or unlawful portion(s) shall have no impact whatsoever on the enforceability, applicability, or validity of the Arbitration Provision or the arbitrability of any remaining claims asserted by you or us.

14.5. Representative Action Waiver.

(a) **This Arbitration Provision affects your ability to participate in representative actions.** To the maximum extent provided by law, both Uber and you agree that any and all disputes or claims between the parties shall be resolved only in individual arbitration, and not on a representative basis. The parties expressly waive their right to have any dispute or claim brought, heard, administered, resolved, or arbitrated as a representative action, or to participate in any representative action, including but not limited to claims brought under any state's Private Attorneys General Act. The parties also expressly waive their right to seek, recover, or obtain any non-individual relief. There will be no right or authority for any dispute (whether brought by you or us, or on your or our behalf) to be brought, heard, administered, or arbitrated as a representative action, or for you or us to participate as a member in any such representative proceeding.

(b) Notwithstanding any other provision of this Arbitration Provision or the applicable arbitration provider's rules, this Representative Action Waiver does not prevent you or us from participating in a representative settlement of claims.

(c) This Representative Action Waiver does not and shall not be construed to preclude the mass arbitration dispute procedure set forth in Section 14.3(h).

(d) If there is a final judicial determination that any portion of this Representative Action Waiver is unenforceable or unlawful for any reason, (1) any representative claim subject to the enforceable or unlawful portion(s) shall proceed in a court of competent jurisdiction; (2) the portion of the Representative Action Waiver that is enforceable shall be enforced in arbitration; (3) the unenforceable or unlawful portion(s) shall be severed from this Arbitration Provision; and (4) the severance of the unenforceable or unlawful portion(s) shall have no impact whatsoever on the enforceability, applicability, or validity of the Arbitration Provision or the arbitrability of any remaining claims asserted by you or us.

(e) Disputes regarding the nature of your relationship with us

(including, but not limited to, any claim that you are an employee of us), as well as any claim you bring on your own behalf as an aggrieved worker for recovery of underpaid wages or other individualized relief (as opposed to a representative claim for civil penalties) are arbitrable and must be brought in arbitration on an individual basis only, as required by this Arbitration Provision. You agree that any representative claim that is permitted to proceed in a civil court of competent jurisdiction must be stayed pending the arbitration of your dispute regarding the nature of your relationship with us and any claim you bring on your own behalf for individualized relief.

14.6. Paying For The Arbitration.

(a) Except in the case of offers of judgment (such as under Federal Rule of Civil Procedure 68 or any applicable state law equivalents, which apply to arbitrations under this Arbitration Provision as set forth in Section 14.6(d) below), each party will pay the fees for its, his or her own attorneys and any costs that are common to both court and arbitration proceedings (such as court reporter costs and transcript fees), subject to any remedies to which that party may later be entitled under applicable law.

(b) Each party shall follow the applicable arbitration provider's rules applicable to initial arbitration filing fees, except that your portion of any initial arbitration filing fee shall not exceed the amount you would be required to pay to initiate a lawsuit in federal court in the jurisdiction where the arbitration will be conducted. To the extent a fee waiver is sought, it must include all information and be submitted in the appropriate form required by applicable law. Except as specified in the mass arbitration dispute procedure set forth in Section 14.3(h), after (and only after) you have paid your portion of any initial arbitration filing fee, we will make up the difference, if any, between the fee you have paid and the amount required by the applicable arbitration provider's rules.

(c) In all cases where required by applicable law not preempted by the FAA, we will pay the arbitrator's fees, as well as all fees and costs uniquely associated with arbitration (such as room rental). Otherwise, such fee(s) will be apportioned between the parties in accordance with said applicable law and this Arbitration Provision, and any disputes in that regard will be resolved by the arbitrator (which includes the Special Master, as applicable). You agree to not oppose any negotiations between the applicable arbitration provider and Uber relating only to our fees.

(d) At least 10 days before the date set for the arbitration hearing, any party may serve an offer in writing upon the other party to allow judgment on specified terms. If the offer is accepted, the offer with proof of acceptance shall be

submitted to the arbitrator, who shall enter judgment accordingly. If the offer is not accepted prior to the arbitration hearing or within 30 days after it is made, whichever occurs first, it shall be deemed withdrawn, and cannot be given in evidence upon the arbitration. If an offer made by Uber is not accepted by you, and you fail to obtain a more favorable award, you shall not recover your post-offer costs and shall pay Uber's costs from the time of the offer.

14.7. The Arbitration Hearing And Award.

(a) Within 30 days of the close of the arbitration hearing, any party will have the right to prepare, serve on the other party and file with the arbitrator a brief. The arbitrator may award any party any remedy to which that party is entitled under applicable law, but such remedies shall be limited to those that would be available to a party in his or her individual capacity in a court of law for the claims presented to and decided by the arbitrator.

(b) The arbitrator shall apply applicable controlling law and will issue a decision or award in writing, stating the essential findings of fact and conclusions of law.

(c) Under no circumstances is the arbitrator bound by decisions reached in separate arbitrations. The arbitrator's decision, including any decision by a Special Master (as applicable), shall be binding only upon the parties to the arbitration that are the subject of the decision.

(d) The arbitrator shall award reasonable costs incurred in the arbitration to the prevailing party in accordance with the law(s) that applies to the case.

(e) The arbitrator shall be authorized to afford any relief or impose any sanctions available under Federal Rule of Civil Procedure 11 or any applicable state law equivalent.

(f) A court of competent jurisdiction shall have the authority to enter a judgment upon the award made pursuant to the arbitration. The arbitrator's findings of fact and conclusions of law shall not be binding or have any preclusive effect on any other arbitration, except as specified in and limited by Section 14.3(h).

14.8. Your Right To Opt Out Of This Arbitration Provision.

(a) Agreeing to this Arbitration Provision is not a mandatory condition of your contractual relationship with us. If you do not want to be subject to this

Arbitration Provision, you may opt out of this Arbitration Provision (subject to the pending litigation provision in Section 14.2, and the limitations set forth in this Section 14.8). To do so, within 30 days of the date that this Agreement is electronically accepted by you, you must send an electronic email from the email address associated with your driver account to optout@uber.com, stating your intent to opt out of this Arbitration Provision, as well as your name, the phone number associated with your driver account, and the city in which you reside.

(b) An email sent by your agent or representative (including your counsel) shall not be effective. Your email may opt out yourself only, and any email that purports to opt out anyone other than yourself shall be void as to any others. Should you not opt out of this Arbitration Provision within the 30-day period, you and Uber shall be bound by the terms of this Arbitration Provision. You will not be subject to retaliation if you exercise your right to opt out of this Arbitration Provision.

(c) Any opt out of this Arbitration Provision does not affect the validity of any other arbitration agreement between you and us. If you opt out of this Arbitration Provision and at the time of your receipt of this Agreement you were bound by an existing agreement to arbitrate disputes arising out of or related to your use of our Platform and Driver App, that existing arbitration agreement will remain in full force and effect.

(d) Neither your acceptance of this Agreement nor your decision to opt out of this Arbitration Provision will affect any obligation you have to arbitrate disputes not specified in this Arbitration Provision pursuant to any other agreement you have with us or any of our subsidiaries or affiliate entities. Likewise, your acceptance of or decision to opt out of any other arbitration agreement you have with us or any of our subsidiaries or affiliate entities shall not affect any obligation you have to arbitrate claims pursuant to this Arbitration Provision.

14.9. Enforcement Of This Arbitration Provision. You have the right to consult with counsel of your choice concerning this Arbitration Provision and to be represented by counsel at any stage during the arbitration process. Except as provided in Sections 14.2 and 14.8 of this Arbitration Provision, and/or unless this Arbitration Provision is deemed invalid, unenforceable, or inapplicable, this Arbitration Provision replaces prior agreements regarding the arbitration of disputes and is the full and complete agreement relating to the formal resolution of disputes covered by this Arbitration Provision. In the event any portion of this Arbitration Provision is deemed unenforceable, the remainder of this Arbitration Provision will be enforceable. This Arbitration Provision will survive the termination of your relationship with us, and it will continue to apply if your relationship with us is ended but

later renewed.

By clicking “Yes, I agree,” (a) if accepting on behalf of the Company, the Company expressly acknowledges that it has read, understood, and considered the consequences of this Agreement, it agrees to be bound by the terms of this Agreement, and it is legally competent to enter into this Agreement with Uber and (b) if accepting as a Driver, I expressly acknowledge that I have read, understood, and considered the consequences of this Agreement, that I agree to be bound by the terms of this Agreement, that I have been directed by the Company to enter this Agreement with Uber and that I am legally competent to enter into this Agreement with Uber.

EXHIBIT D

SAMPLE TCP LICENSE PROFILE FROM CPUC DATABASE



[Back to Home](#)

Account Name VIP LANE LLC PSG / VCC # PSG0040842

Authority Status Active Authority Group TCP

Contracts (1) ⚙️ 🗑️

1 item • Sorted by Contract Start Date • Updated a few seconds ago

	Contract Number	Contract Name	Status	Contract Start D...	Contract End Date	
1	00031441	TCP P PERMIT	Active	1/13/2022	1/13/2025	▼

[View All](#)

Active Policies (1) 🗑️

Policy#	Policy Type	Policy Sub Type
0011268-01-CA	Stand Alone Policy	PL/PD Policy

[View All](#)



HOME

Q [Log In](#)

[Back To Home](#)

California Public Utilities Commission

Contract Name	TCP P PERMIT	Account Name	VIP LANE LLC
Status	Active	Contract Number	00031441

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[Privacy and Policy](#)

[Help and FAQs](#)

[Contact Us](#)

[Report a Problem](#)

EXHIBIT E

UBER DATA REQUESTS TO SUB-CARRIERS

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA**

Order Instituting Investigation on the
Commission's Own Motion into the
Operations, Policies and Practices of Uber
Technologies, Inc. (TCP 38150) and Uber
Black Sub-carriers Operating on the Uber
Black Platform.

Investigation 21-12-001

**UBER TECHNOLOGIES, INC.'S FIRST SET OF DATA REQUESTS
TO ARMINE MANVELYAN**

Robert Maguire
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Attorneys for Uber Technologies, Inc.

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA**

Order Instituting Investigation on the Commission's Own Motion into the Operations, Policies and Practices of Uber Technologies, Inc. (TCP 38150) and Uber Black Sub-carriers Operating on the Uber Black Platform.

Investigation 21-12-001

**UBER TECHNOLOGIES, INC.'S FIRST SET OF DATA REQUESTS
TO ARMINE MANVELYAN**

Uber Technologies, Inc. ("Uber") requests that Armine Manvelyan ("Manvelyan") provide the information and produce and serve upon Uber the documents requested below by May 26, 2022 to Robert Maguire (robmaguire@dwt.com), Adam S. Sieff (adamsieff@dwt.com), and Jean Fundakowski (jeanfundakowski@dwt.com).

INSTRUCTIONS AND DEFINITIONS

1. Each Request is intended to elicit discovery of all documents, tangible things, and knowledge or information of Manvelyan, their employees and agents, and a person acting on their behalf.
2. In responding to each Request, please state the text of the Request prior to providing the response, and provide the name of the person or persons answering, the title of such person(s), the person they work for, and the name of the witness or witnesses who will be prepared to testify concerning the matters contained in each response or document produced.
3. Each Request is continuing in nature. Thus, if Manvelyan acquires additional information after any Request has been answered initially, Manvelyan is required to supplement its response following the receipt of such additional information, giving the information to the same extent as originally requested. If Manvelyan is unwilling to supplement its responses, so

state in the form of an objection so that Uber may have the opportunity to seek updated information again at a later date.

4. In the event that Manvelyan asserts that any requested information is “public information” otherwise available to Uber, please identify the following: (a) the document or file in which the requested material is contained; (b) the title of the document or file; (c) the specific chapter, section, page and line number on which the requested material is contained; and (d) the office and location nearest San Francisco where such document or file with the requested material is maintained and available for public inspection.

5. In the event that Manvelyan asserts that any requested information is confidential or otherwise privileged and not subject to disclosure to Uber, please provide the following: (a) a general description of the document or information with respect to which such privilege is claimed; (b) the title of the document or file containing the information; (c) the date of the document or date on which the information was prepared; (d) the author and names of any recipients shown on the document and any other individuals known to have received copies; (e) the purpose for which the document or information was prepared; and (f) the privilege asserted with respect to the document. Please also state whether Manvelyan would agree to produce the information to Uber subject to a confidentiality agreement.

6. If any requested document no longer exists or is no longer in Manvelyan’s possession, custody or control, please: (a) describe the document, including its title and date; (b) identify the last known custodian and location of the document; and state with specificity; (c) the date upon which the document was lost, destroyed or otherwise became unavailable, and (d) the circumstances under which it was lost, destroyed or otherwise became unavailable, including the reason for its destruction or unavailability.

7. The term “identify” means to describe any document or tangible thing responsive to the request in clear and unambiguous terms, and with sufficient clarity so that Uber may correctly ascertain the identity of the document or thing.

8. The terms “document,” “documents,” or “documentary material” include, but are not limited to, the following items, whether printed, recorded, or written or reproduced by hand: reports, studies, statistics, projections, forecasts, decisions and orders, intra-office and interoffice communications, correspondence, e-mail, memoranda, financial data, summaries or records of conversations or interviews, statements, returns, diaries, calendars, work papers, graphs, notebooks, notes, charts, computations, plans, drawings, sketches, computer printouts, summaries or records of meetings or conferences, summaries or reports of investigations or negotiations, opinions or reports of consultants, photographs, brochures, bulletins, records or representation or publications of any kind (including microfilm, videotape, and records however produced or reproduced), electronic or mechanical or electrical records of any kind (including, without limitation, tapes, tape cassettes, discs, and records) other data compilations (including, without limitation, input/output files, source codes, object codes, program documentation, computer programs, computer printouts, cards, tapes, discs and recordings used in automated data processing, together with the programming instructions and other material necessary to translate, understand, or use the same), and other documents or tangible things of whatever description which constitute or contain information within the scope of a Request to Produce.

9. The terms “refer to,” “relate to,” or “regard” or any form of these words means to analyze, appraise, assess, characterize, comment on, concern, consider, constitute, contain, deliberate, delineate, describe, discuss, evaluate, evidence, explicate, pertain to, recommend, record, reflect, report on, set forth, show, summarize, or study.

10. The terms “include” or “including” means “including but not limited to.”
11. “CPUC” or “Commission” means the California Public Utilities Commission. “TEB” refers to the Transportation and Enforcement Branch of the Consumer Protection and Enforcement Division (“CPED”) of the CPUC.
12. “Uber” means Uber Technologies, Inc.
13. “You” or “you” means Armine Manvelyan, including any of their employees, principals, or agents.
14. The term “Report” means the confidential *Investigative Report Into the Operations, Practices, and Conduct of Uber Technologies, Inc. and Uber Black’s Subcarriers*, prepared by Sang Soble for the California Public Utilities Commission Consumer Protection and Enforcement Division, dated November 24, 2021.
15. The term “TCP” means Transportation Charter-Party Carrier, as that term is defined in Cal. Pub. Util. Code § 5371 and in the Report.

**UBER TECHNOLOGIES, INC.'S FIRST SET OF DATA REQUESTS
TO ARMINE MANVELYAN**

DOCKET NO.:	Investigation 21-12-001	REQUEST DATE:	May 16, 2022
REQUEST NO.:	UBER- MANVELYAN-001	RESPONSE DATE:	May 26, 2022
REQUESTER:	UBER	RESPONDER:	ARMINE MANVELYAN

DATA REQUESTS

Request 1:

Please provide copies of all documents or communications you submitted to the CPUC related to your authorization to provide charter-party carrier transportation services in California, including any documents or communications you submitted to the CPUC to obtain, retain, renew, or maintain a TCP license.

Request 2:

Please provide copies of all documents or communications you received from the CPUC related to your authorization to provide charter-party carrier transportation services in California, including any documents or communications you received from the CPUC related to granting, suspending, revoking, or reinstating a TCP license.

Request 3:

Please provide records of any communications between you and any of the other subcarriers, or their employees, principals, or agents, listed in Table 1 of the Report.

Request 4:

Please provide copies of all documents you submitted to Uber in relation to your authorization to provide charter-party carrier transportation services to passengers through the Uber platform, including each TCP permit you claimed to authorize your provision of those

services.

Request 5:

Please identify the names of every person associated with each TCP permit you have used to provide charter-party carrier transportation services to passengers through the Uber platform.

Request 6:

Admit that you entered into an agreement with Uber entitled “Uber USA Technology Services Agreement.”

Request 7:

Admit that at all times, the Uber USA Technology Services Agreement requires you to hold and maintain an active and valid TCP license compliant with all CPUC rules in order to provide charter-party carrier transportation service to passengers through the Uber platform.

Request 8:

Admit that despite your obligations under the Uber USA Technology Services Agreement, you falsely represented to Uber that you held an active and valid TCP license compliant with all CPUC rules at a time when you did not in fact hold an active and valid TCP license compliant with all CPUC rules.

Request 9:

Admit that despite your obligations under the Uber USA Technology Services Agreement, you failed to comply with all laws, licensing requirements, or CPUC rules and regulations that govern your provision of charter-party carrier transportation services to passengers using the Uber platform.

Request 10:

Admit that you provided charter-party carrier transportation services to passengers using

the Uber platform knowing you were not authorized to provide those services, and without informing Uber.

Request 11:

Has the CPUC ever contacted you or taken any enforcement action against you because you provided unauthorized transportation services or because you violated any law, CPUC rules, or regulations related to charter-party carrier transportation services? If so, please provide a description of any contacts or enforcement action from the CPUC, including the date, nature, and reason for the contact or enforcement action.

Request 12:

Please provide copies of any documents or communications you have received from the CPUC that discussed or referred to you providing any unauthorized transportation services or your violation of any CPUC rules or regulations related to charter-party carrier transportation services, including but not limited to any cease and desist letters, data requests, or other documents or communications.

Request 13:

Please provide copies of any documents or communications you provided to the CPUC in response to any of the documents and communications you identified in response to Request 12.

Request 14:

Admit that at no time did you inform Uber that you lacked CPUC authorization to provide transportation services. If you contend that you did inform Uber that you lacked CPUC authorization, provide copies of any documents or communications showing this/these representation(s). If you have no copies of any documents or communications, explain, to the best of your recollection, the dates and contents of the representation(s).

Request 15:

Please identify and list all rides which you completed as a charter-party carrier using the Uber platform without a valid and active TCP license, including their dates.

END OF REQUEST

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA**

Order Instituting Investigation on the
Commission's Own Motion into the
Operations, Policies and Practices of Uber
Technologies, Inc. (TCP 38150) and Uber
Black Sub-carriers Operating on the Uber
Black Platform.

Investigation 21-12-001

**UBER TECHNOLOGIES, INC.'S FIRST SET OF DATA REQUESTS
TO ART TOBEK INC**

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Attorneys for Uber Technologies, Inc.

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA**

Order Instituting Investigation on the Commission's Own Motion into the Operations, Policies and Practices of Uber Technologies, Inc. (TCP 38150) and Uber Black Sub-carriers Operating on the Uber Black Platform.

Investigation 21-12-001

**UBER TECHNOLOGIES, INC.'S FIRST SET OF DATA REQUESTS
TO ART TOBEK INC**

Uber Technologies, Inc. ("Uber") requests that Art Tobek Inc ("Art Tobek") provide the information and produce and serve upon Uber the documents requested below by May 26, 2022 to Robert Maguire (robmaguire@dwt.com), Adam S. Sieff (adamsieff@dwt.com), and Jean Fundakowski (jeanfundakowski@dwt.com).

INSTRUCTIONS AND DEFINITIONS

1. Each Request is intended to elicit discovery of all documents, tangible things, and knowledge or information of Art Tobek, its employees and agents, and a person acting on its behalf.
2. In responding to each Request, please state the text of the Request prior to providing the response, and provide the name of the person or persons answering, the title of such person(s), the person they work for, and the name of the witness or witnesses who will be prepared to testify concerning the matters contained in each response or document produced.
3. Each Request is continuing in nature. Thus, if Art Tobek acquires additional information after any Request has been answered initially, Art Tobek is required to supplement its response following the receipt of such additional information, giving the information to the same

extent as originally requested. If Art Tobek is unwilling to supplement its responses, so state in the form of an objection so that Uber may have the opportunity to seek updated information again at a later date.

4. In the event that Art Tobek asserts that any requested information is “public information” otherwise available to Uber, please identify the following: (a) the document or file in which the requested material is contained; (b) the title of the document or file; (c) the specific chapter, section, page and line number on which the requested material is contained; and (d) the office and location nearest San Francisco where such document or file with the requested material is maintained and available for public inspection.

5. In the event that Art Tobek asserts that any requested information is confidential or otherwise privileged and not subject to disclosure to Uber, please provide the following: (a) a general description of the document or information with respect to which such privilege is claimed; (b) the title of the document or file containing the information; (c) the date of the document or date on which the information was prepared; (d) the author and names of any recipients shown on the document and any other individuals known to have received copies; (e) the purpose for which the document or information was prepared; and (f) the privilege asserted with respect to the document. Please also state whether Art Tobek would agree to produce the information to Uber subject to a confidentiality agreement.

6. If any requested document no longer exists or is no longer in Art Tobek’s possession, custody or control, please: (a) describe the document, including its title and date; (b) identify the last known custodian and location of the document; and state with specificity; (c) the date upon which the document was lost, destroyed or otherwise became unavailable, and (d)

the circumstances under which it was lost, destroyed or otherwise became unavailable, including the reason for its destruction or unavailability.

7. The term “identify” means to describe any document or tangible thing responsive to the request in clear and unambiguous terms, and with sufficient clarity so that Uber may correctly ascertain the identity of the document or thing.

8. The terms “document,” “documents,” or “documentary material” include, but are not limited to, the following items, whether printed, recorded, or written or reproduced by hand: reports, studies, statistics, projections, forecasts, decisions and orders, intra-office and interoffice communications, correspondence, e-mail, memoranda, financial data, summaries or records of conversations or interviews, statements, returns, diaries, calendars, work papers, graphs, notebooks, notes, charts, computations, plans, drawings, sketches, computer printouts, summaries or records of meetings or conferences, summaries or reports of investigations or negotiations, opinions or reports of consultants, photographs, brochures, bulletins, records or representation or publications of any kind (including microfilm, videotape, and records however produced or reproduced), electronic or mechanical or electrical records of any kind (including, without limitation, tapes, tape cassettes, discs, and records) other data compilations (including, without limitation, input/output files, source codes, object codes, program documentation, computer programs, computer printouts, cards, tapes, discs and recordings used in automated data processing, together with the programming instructions and other material necessary to translate, understand, or use the same), and other documents or tangible things of whatever description which constitute or contain information within the scope of a Request to Produce.

9. The terms “refer to,” “relate to,” or “regard” or any form of these words means to analyze, appraise, assess, characterize, comment on, concern, consider, constitute, contain,

deliberate, delineate, describe, discuss, evaluate, evidence, explicate, pertain to, recommend, record, reflect, report on, set forth, show, summarize, or study.

10. The terms “include” or “including” means “including but not limited to.”

11. “CPUC” or “Commission” means the California Public Utilities Commission. “TEB” refers to the Transportation and Enforcement Branch of the Consumer Protection and Enforcement Division (“CPED”) of the CPUC.

12. “Uber” means Uber Technologies, Inc.

13. “You” or “you” means Art Tobek, including any of its employees, principals, or agents.

14. The term “Report” means the confidential *Investigative Report Into the Operations, Practices, and Conduct of Uber Technologies, Inc. and Uber Black’s Subcarriers*, prepared by Sang Soble for the California Public Utilities Commission Consumer Protection and Enforcement Division, dated November 24, 2021.

15. The term “TCP” means Transportation Charter-Party Carrier, as that term is defined in Cal. Pub. Util. Code § 5371 and in the Report.

**UBER TECHNOLOGIES, INC.'S FIRST SET OF DATA REQUESTS
TO ART TOBEK INC.**

DOCKET NO.:	Investigation 21-12-001	REQUEST DATE:	May 16, 2022
REQUEST NO.:	UBER- ART TOBEK - 001	RESPONSE DATE:	May 26, 2022
REQUESTER:	UBER	RESPONDER:	ART TOBEK INC

DATA REQUESTS

Request 1:

Please provide copies of all documents or communications you submitted to the CPUC related to your authorization to provide charter-party carrier transportation services in California, including any documents or communications you submitted to the CPUC to obtain, retain, renew, or maintain a TCP license.

Request 2:

Please provide copies of all documents or communications you received from the CPUC related to your authorization to provide charter-party carrier transportation services in California, including any documents or communications you received from the CPUC related to granting, suspending, revoking, or reinstating a TCP license.

Request 3:

Please provide records of any communications between you and any of the other subcarriers, or their employees, principals, or agents, listed in Table 1 of the Report.

Request 4:

Please provide copies of all documents you submitted to Uber in relation to your authorization to provide charter-party carrier transportation services to passengers through the Uber platform, including each TCP permit you claimed to authorize your provision of those services.

Request 5:

Please identify the names of every person associated with each TCP permit you have used to provide charter-party carrier transportation services to passengers through the Uber platform.

Request 6:

Admit that you entered into an agreement with Uber entitled “Uber USA Technology Services Agreement.”

Request 7:

Admit that at all times, the Uber USA Technology Services Agreement requires you to hold and maintain an active and valid TCP license compliant with all CPUC rules in order to provide charter-party carrier transportation service to passengers through the Uber platform.

Request 8:

Admit that despite your obligations under the Uber USA Technology Services Agreement, you falsely represented to Uber that you held an active and valid TCP license compliant with all CPUC rules at a time when you did not in fact hold an active and valid TCP license compliant with all CPUC rules.

Request 9:

Admit that despite your obligations under the Uber USA Technology Services Agreement, you failed to comply with all laws, licensing requirements, or CPUC rules and regulations that govern your provision of charter-party carrier transportation services to passengers using the Uber platform.

Request 10:

Admit that you provided charter-party carrier transportation services to passengers using the Uber platform knowing you were not authorized to provide those services, and without

informing Uber.

Request 11:

Has the CPUC ever contacted you or taken any enforcement action against you because You provided unauthorized transportation services or because you violated any law, CPUC rules, or regulations related to charter-party carrier transportation services? If so, please provide a description of any contacts or enforcement action from the CPUC, including the date, nature, and reason for the contact or enforcement action.

Request 12:

Please provide copies of any documents or communications you have received from the CPUC that discussed or referred to you providing any unauthorized transportation services or your violation of any CPUC rules or regulations related to charter-party carrier transportation services, including but not limited to any cease and desist letters, data requests, or other documents or communications.

Request 13:

Please provide copies of any documents or communications you provided to the CPUC in response to any of the documents and communications you identified in response to Request 12.

Request 14:

Admit that at no time did you inform Uber that you lacked CPUC authorization to provide transportation services. If you contend that you did inform Uber that you lacked CPUC authorization, provide copies of any documents or communications showing this/these representation(s). If you have no copies of any documents or communications, explain, to the best of your recollection, the dates and contents of the representation(s).

Request 15:

Please identify and list all rides which you completed as a charter-party carrier using the Uber platform without a valid and active TCP license, including their dates.

END OF REQUEST

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA**

Order Instituting Investigation on the
Commission's Own Motion into the
Operations, Policies and Practices of Uber
Technologies, Inc. (TCP 38150) and Uber
Black Sub-carriers Operating on the Uber
Black Platform.

Investigation 21-12-001

**UBER TECHNOLOGIES, INC.'S FIRST SET OF DATA REQUESTS TO ERIC'S
LUXURY LIMOUSINE LLC (TCP 3236-P)**

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Attorneys for Uber Technologies, Inc.

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA**

Order Instituting Investigation on the Commission's Own Motion into the Operations, Policies and Practices of Uber Technologies, Inc. (TCP 38150) and Uber Black Sub-carriers Operating on the Uber Black Platform.

Investigation 21-12-001

**UBER TECHNOLOGIES, INC.'S FIRST SET OF DATA REQUESTS TO ERIC'S
LUXURY LIMOUSINE LLC (TCP 3236-P)**

Uber Technologies, Inc. ("Uber") requests that Eric's Luxury Limousine LLC (TCP 3236-P) ("ELL") provide the information and produce and serve upon Uber the documents requested below by May 26, 2022 to Robert Maguire (robmaguire@dwt.com), Adam S. Sieff (adamsieff@dwt.com), and Jean Fundakowski (jeanfundakowski@dwt.com).

INSTRUCTIONS AND DEFINITIONS

1. Each Request is intended to elicit discovery of all documents, tangible things, and knowledge or information of ELL, its employees and agents, and a person acting on its behalf.
2. In responding to each Request, please state the text of the Request prior to providing the response, and provide the name of the person or persons answering, the title of such person(s), the person they work for, and the name of the witness or witnesses who will be prepared to testify concerning the matters contained in each response or document produced.
3. Each Request is continuing in nature. Thus, if ELL acquires additional information after any Request has been answered initially, ELL is required to supplement its response following the receipt of such additional information, giving the information to the same extent as

originally requested. If ELL is unwilling to supplement its responses, so state in the form of an objection so that Uber may have the opportunity to seek updated information again at a later date.

4. In the event that ELL asserts that any requested information is “public information” otherwise available to Uber, please identify the following: (a) the document or file in which the requested material is contained; (b) the title of the document or file; (c) the specific chapter, section, page and line number on which the requested material is contained; and (d) the office and location nearest San Francisco where such document or file with the requested material is maintained and available for public inspection.

5. In the event that ELL asserts that any requested information is confidential or otherwise privileged and not subject to disclosure to Uber, please provide the following: (a) a general description of the document or information with respect to which such privilege is claimed; (b) the title of the document or file containing the information; (c) the date of the document or date on which the information was prepared; (d) the author and names of any recipients shown on the document and any other individuals known to have received copies; (e) the purpose for which the document or information was prepared; and (f) the privilege asserted with respect to the document. Please also state whether ELL would agree to produce the information to Uber subject to a confidentiality agreement.

6. If any requested document no longer exists or is no longer in ELL’s possession, custody or control, please: (a) describe the document, including its title and date; (b) identify the last known custodian and location of the document; and state with specificity; (c) the date upon which the document was lost, destroyed or otherwise became unavailable, and (d) the circumstances under which it was lost, destroyed or otherwise became unavailable, including the reason for its destruction or unavailability.

7. The term “identify” means to describe any document or tangible thing responsive to the request in clear and unambiguous terms, and with sufficient clarity so that Uber may correctly ascertain the identity of the document or thing.

8. The terms “document,” “documents,” or “documentary material” include, but are not limited to, the following items, whether printed, recorded, or written or reproduced by hand: reports, studies, statistics, projections, forecasts, decisions and orders, intra-office and interoffice communications, correspondence, e-mail, memoranda, financial data, summaries or records of conversations or interviews, statements, returns, diaries, calendars, work papers, graphs, notebooks, notes, charts, computations, plans, drawings, sketches, computer printouts, summaries or records of meetings or conferences, summaries or reports of investigations or negotiations, opinions or reports of consultants, photographs, brochures, bulletins, records or representation or publications of any kind (including microfilm, videotape, and records however produced or reproduced), electronic or mechanical or electrical records of any kind (including, without limitation, tapes, tape cassettes, discs, and records) other data compilations (including, without limitation, input/output files, source codes, object codes, program documentation, computer programs, computer printouts, cards, tapes, discs and recordings used in automated data processing, together with the programming instructions and other material necessary to translate, understand, or use the same), and other documents or tangible things of whatever description which constitute or contain information within the scope of a Request to Produce.

9. The terms “refer to,” “relate to,” or “regard” or any form of these words means to analyze, appraise, assess, characterize, comment on, concern, consider, constitute, contain, deliberate, delineate, describe, discuss, evaluate, evidence, explicate, pertain to, recommend, record, reflect, report on, set forth, show, summarize, or study.

10. The terms “include” or “including” means “including but not limited to.”
11. “CPUC” or “Commission” means the California Public Utilities Commission. “TEB” refers to the Transportation and Enforcement Branch of the Consumer Protection and Enforcement Division (“CPED”) of the CPUC.
12. “Uber” means Uber Technologies, Inc.
13. “You” or “you” means Eric's Luxury Limousine LLC, including any of its employees, principals, or agents.
14. The term “Report” means the confidential *Investigative Report Into the Operations, Practices, and Conduct of Uber Technologies, Inc. and Uber Black's Subcarriers*, prepared by Sang Soble for the California Public Utilities Commission Consumer Protection and Enforcement Division, dated November 24, 2021.
15. The term “TCP” means Transportation Charter-Party Carrier, as that term is defined in Cal. Pub. Util. Code § 5371 and in the Report.

**UBER TECHNOLOGIES, INC.'S FIRST SET OF DATA REQUESTS TO ERIC'S
LUXURY LIMOUSINE LLC**

DOCKET NO.:	Investigation 21-12-001	REQUEST DATE:	May 16, 2022
REQUEST NO.:	UBER-ELL-001	RESPONSE DATE:	May 26, 2022
REQUESTER:	UBER	RESPONDER:	ERIC'S LUXURY LIMOUSINE LLC

DATA REQUESTS

Request 1:

Please provide copies of all documents or communications you submitted to the CPUC related to your authorization to provide charter-party carrier transportation services in California, including any documents or communications you submitted to the CPUC to obtain, retain, renew, or maintain a TCP license.

Request 2:

Please provide copies of all documents or communications you received from the CPUC related to your authorization to provide charter-party carrier transportation services in California, including any documents or communications you received from the CPUC related to granting, suspending, revoking, or reinstating a TCP license.

Request 3:

Please provide records of any communications between you and any of the other subcarriers, or their employees, principals, or agents, listed in Table 1 of the Report.

Request 4:

Please provide copies of all documents you submitted to Uber in relation to your authorization to provide charter-party carrier transportation services to passengers through the Uber platform, including each TCP permit you claimed to authorize your provision of those services.

Request 5:

Please identify the names of every person associated with each TCP permit you have used to provide charter-party carrier transportation services to passengers through the Uber platform.

Request 6:

Admit that you entered into an agreement with Uber entitled “Uber USA Technology Services Agreement.”

Request 7:

Admit that at all times, the Uber USA Technology Services Agreement requires you to hold and maintain an active and valid TCP license compliant with all CPUC rules in order to provide charter-party carrier transportation service to passengers through the Uber platform.

Request 8:

Admit that despite your obligations under the Uber USA Technology Services Agreement, you falsely represented to Uber that you held an active and valid TCP license compliant with all CPUC rules at a time when you did not in fact hold an active and valid TCP license compliant with all CPUC rules.

Request 9:

Admit that despite your obligations under the Uber USA Technology Services Agreement, you failed to comply with all laws, licensing requirements, or CPUC rules and regulations that govern your provision of charter-party carrier transportation services to passengers using the Uber platform.

Request 10:

Admit that you provided charter-party carrier transportation services to passengers using the Uber platform knowing you were not authorized to provide those services, and without

informing Uber.

Request 11:

Has the CPUC ever contacted you or taken any enforcement action against you because you provided unauthorized transportation services or because you violated any law, CPUC rules, or regulations related to charter-party carrier transportation services? If so, please provide a description of any contacts or enforcement action from the CPUC, including the date, nature, and reason for the contact or enforcement action.

Request 12:

Please provide copies of any documents or communications you have received from the CPUC that discussed or referred to you providing any unauthorized transportation services or your violation of any CPUC rules or regulations related to charter-party carrier transportation services, including but not limited to any cease and desist letters, data requests, or other documents or communications.

Request 13:

Please provide copies of any documents or communications you provided to the CPUC in response to any of the documents and communications you identified in response to Request 12.

Request 14:

Admit that at no time did inform Uber that you lacked CPUC authorization to provide transportation services. If you contend that you DID inform Uber that you lacked CPUC authorization, provide copies of any documents or communications showing this/these representation(s). If you have no copies of any documents or communications, explain, to the best of your recollection, the dates and contents of the representation(s).

Request 15:

Please identify and list all rides which you completed as a charter-party carrier using the Uber platform without a valid and active TCP license, including their dates.

END OF REQUEST

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA**

Order Instituting Investigation on the
Commission's Own Motion into the
Operations, Policies and Practices of Uber
Technologies, Inc. (TCP 38150) and Uber
Black Sub-carriers Operating on the Uber
Black Platform.

Investigation 21-12-001

**UBER TECHNOLOGIES, INC.'S FIRST SET OF DATA REQUESTS
TO JOLIE LIMO LLC (TCP 33256 – B)**

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Attorneys for Uber Technologies, Inc.

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA**

Order Instituting Investigation on the Commission's Own Motion into the Operations, Policies and Practices of Uber Technologies, Inc. (TCP 38150) and Uber Black Sub-carriers Operating on the Uber Black Platform.

Investigation 21-12-001

**UBER TECHNOLOGIES, INC.'S FIRST SET OF DATA REQUESTS
TO JOLIE LIMO LLC (TCP 33256 – B)**

Uber Technologies, Inc. ("Uber") requests that Jolie Limo LLC (TCP 33256 – B) ("Jolie Limo") provide the information and produce and serve upon Uber the documents requested below by May 26, 2022 to Robert Maguire (robmaguire@dwt.com), Adam S. Sieff (adamsieff@dwt.com), and Jean Fundakowski (jeanfundakowski@dwt.com).

INSTRUCTIONS AND DEFINITIONS

1. Each Request is intended to elicit discovery of all documents, tangible things, and knowledge or information of Jolie Limo, its employees and agents, and a person acting on its behalf.
2. In responding to each Request, please state the text of the Request prior to providing the response, and provide the name of the person or persons answering, the title of such person(s), the person they work for, and the name of the witness or witnesses who will be prepared to testify concerning the matters contained in each response or document produced.
3. Each Request is continuing in nature. Thus, if Jolie Limo acquires additional information after any Request has been answered initially, Jolie Limo is required to supplement its response following the receipt of such additional information, giving the information to the

same extent as originally requested. If Jolie Limo is unwilling to supplement its responses, so state in the form of an objection so that Uber may have the opportunity to seek updated information again at a later date.

4. In the event that Jolie Limo asserts that any requested information is “public information” otherwise available to Uber, please identify the following: (a) the document or file in which the requested material is contained; (b) the title of the document or file; (c) the specific chapter, section, page and line number on which the requested material is contained; and (d) the office and location nearest San Francisco where such document or file with the requested material is maintained and available for public inspection.

5. In the event that Jolie Limo asserts that any requested information is confidential or otherwise privileged and not subject to disclosure to Uber, please provide the following: (a) a general description of the document or information with respect to which such privilege is claimed; (b) the title of the document or file containing the information; (c) the date of the document or date on which the information was prepared; (d) the author and names of any recipients shown on the document and any other individuals known to have received copies; (e) the purpose for which the document or information was prepared; and (f) the privilege asserted with respect to the document. Please also state whether Jolie Limo would agree to produce the information to Uber subject to a confidentiality agreement.

6. If any requested document no longer exists or is no longer in Jolie Limo’s possession, custody or control, please: (a) describe the document, including its title and date; (b) identify the last known custodian and location of the document; and state with specificity; (c) the date upon which the document was lost, destroyed or otherwise became unavailable, and (d)

the circumstances under which it was lost, destroyed or otherwise became unavailable, including the reason for its destruction or unavailability.

7. The term “identify” means to describe any document or tangible thing responsive to the request in clear and unambiguous terms, and with sufficient clarity so that Uber may correctly ascertain the identity of the document or thing.

8. The terms “document,” “documents,” or “documentary material” include, but are not limited to, the following items, whether printed, recorded, or written or reproduced by hand: reports, studies, statistics, projections, forecasts, decisions and orders, intra-office and interoffice communications, correspondence, e-mail, memoranda, financial data, summaries or records of conversations or interviews, statements, returns, diaries, calendars, work papers, graphs, notebooks, notes, charts, computations, plans, drawings, sketches, computer printouts, summaries or records of meetings or conferences, summaries or reports of investigations or negotiations, opinions or reports of consultants, photographs, brochures, bulletins, records or representation or publications of any kind (including microfilm, videotape, and records however produced or reproduced), electronic or mechanical or electrical records of any kind (including, without limitation, tapes, tape cassettes, discs, and records) other data compilations (including, without limitation, input/output files, source codes, object codes, program documentation, computer programs, computer printouts, cards, tapes, discs and recordings used in automated data processing, together with the programming instructions and other material necessary to translate, understand, or use the same), and other documents or tangible things of whatever description which constitute or contain information within the scope of a Request to Produce.

9. The terms “refer to,” “relate to,” or “regard” or any form of these words means to analyze, appraise, assess, characterize, comment on, concern, consider, constitute, contain,

deliberate, delineate, describe, discuss, evaluate, evidence, explicate, pertain to, recommend, record, reflect, report on, set forth, show, summarize, or study.

10. The terms “include” or “including” means “including but not limited to.”

11. “CPUC” or “Commission” means the California Public Utilities Commission. “TEB” refers to the Transportation and Enforcement Branch of the Consumer Protection and Enforcement Division (“CPED”) of the CPUC.

12. “Uber” means Uber Technologies, Inc.

13. “You” or “you” means Jolie Limo, including any of its employees, principals, or agents.

14. The term “Report” means the confidential *Investigative Report Into the Operations, Practices, and Conduct of Uber Technologies, Inc. and Uber Black’s Subcarriers*, prepared by Sang Soble for the California Public Utilities Commission Consumer Protection and Enforcement Division, dated November 24, 2021.

15. The term “TCP” means Transportation Charter-Party Carrier, as that term is defined in Cal. Pub. Util. Code § 5371 and in the Report.

**UBER TECHNOLOGIES, INC.'S FIRST SET OF DATA REQUESTS
TO JOLIE LIMO LLC (TCP 33256 – B)]**

DOCKET NO.:	Investigation 21-12-001	REQUEST DATE:	May 16 , 2022
REQUEST NO.:	UBER- JOLIE LIMO 001	RESPONSE DATE:	May 26, 2022
REQUESTER:	UBER	RESPONDER:	JOLIE LIMO LLC

DATA REQUESTS

Request 1:

Please provide copies of all documents or communications you submitted to the CPUC related to your authorization to provide charter-party carrier transportation services in California, including any documents or communications you submitted to the CPUC to obtain, retain, renew, or maintain a TCP license.

Request 2:

Please provide copies of all documents or communications you received from the CPUC related to your authorization to provide charter-party carrier transportation services in California, including any documents or communications you received from the CPUC related to granting, suspending, revoking, or reinstating a TCP license.

Request 3:

Please provide records of any communications between you and any of the other subcarriers, or their employees, principals, or agents, listed in Table 1 of the Report.

Request 4:

Please provide copies of all documents you submitted to Uber in relation to your authorization to provide charter-party carrier transportation services to passengers through the Uber platform, including each TCP permit you claimed to authorize your provision of those

services.

Request 5:

Please identify the names of every person associated with each TCP permit you have used to provide charter-party carrier transportation services to passengers through the Uber platform.

Request 6:

Admit that you entered into an agreement with Uber entitled “Uber USA Technology Services Agreement.”

Request 7:

Admit that at all times, the Uber USA Technology Services Agreement requires you to hold and maintain an active and valid TCP license compliant with all CPUC rules in order to provide charter-party carrier transportation service to passengers through the Uber platform.

Request 8:

Admit that despite your obligations under the Uber USA Technology Services Agreement, you falsely represented to Uber that you held an active and valid TCP license compliant with all CPUC rules at a time when you did not in fact hold an active and valid TCP license compliant with all CPUC rules.

Request 9:

Admit that despite your obligations under the Uber USA Technology Services Agreement, you failed to comply with all laws, licensing requirements, or CPUC rules and regulations that govern your provision of charter-party carrier transportation services to passengers using the Uber platform.

Request 10:

Admit that you provided charter-party carrier transportation services to passengers using

the Uber platform knowing you were not authorized to provide those services, and without informing Uber.

Request 11:

Has the CPUC ever contacted you or taken any enforcement action against you because You provided unauthorized transportation services or because you violated any law, CPUC rules, or regulations related to charter-party carrier transportation services? If so, please provide a description of any contacts or enforcement action from the CPUC, including the date, nature, and reason for the contact or enforcement action.

Request 12:

Please provide copies of any documents or communications you have received from the CPUC that discussed or referred to you providing any unauthorized transportation services or your violation of any CPUC rules or regulations related to charter-party carrier transportation services, including but not limited to any cease and desist letters, data requests, or other documents or communications.

Request 13:

Please provide copies of any documents or communications you provided to the CPUC in response to any of the documents and communications you identified in response to Request 12.

Request 14:

Admit that at no time did you inform Uber that you lacked CPUC authorization to provide transportation services. If you contend that you did inform Uber that you lacked CPUC authorization, provide copies of any documents or communications showing this/these representation(s). If you have no copies of any documents or communications, explain, to the best of your recollection, the dates and contents of the representation(s).

Request 15:

Please identify and list all rides which you completed as a charter-party carrier using the Uber platform without a valid and active TCP license, including their dates.

END OF REQUEST

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA**

Order Instituting Investigation on the
Commission's Own Motion into the
Operations, Policies and Practices of Uber
Technologies, Inc. (TCP 38150) and Uber
Black Sub-carriers Operating on the Uber
Black Platform.

Investigation 21-12-001

**UBER TECHNOLOGIES, INC.'S FIRST SET OF DATA REQUESTS
TO SUREN SIMONYAN**

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Attorneys for Uber Technologies, Inc.

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA**

Order Instituting Investigation on the Commission's Own Motion into the Operations, Policies and Practices of Uber Technologies, Inc. (TCP 38150) and Uber Black Sub-carriers Operating on the Uber Black Platform.

Investigation 21-12-001

**UBER TECHNOLOGIES, INC.'S FIRST SET OF DATA REQUESTS
TO SUREN SIMONYAN**

Uber Technologies, Inc. ("Uber") requests that Suren Simonyan ("Simonyan") provide the information and produce and serve upon Uber the documents requested below by May 26, 2022 to Robert Maguire (robmaguire@dwt.com), Adam S. Sieff (adamsieff@dwt.com), and Jean Fundakowski (jeanfundakowski@dwt.com).

INSTRUCTIONS AND DEFINITIONS

1. Each Request is intended to elicit discovery of all documents, tangible things, and knowledge or information of Simonyan, their employees and agents, and a person acting on their behalf.
2. In responding to each Request, please state the text of the Request prior to providing the response, and provide the name of the person or persons answering, the title of such person(s), the person they work for, and the name of the witness or witnesses who will be prepared to testify concerning the matters contained in each response or document produced.
3. Each Request is continuing in nature. Thus, if Simonyan acquires additional information after any Request has been answered initially, Simonyan is required to supplement their response following the receipt of such additional information, giving the information to the

same extent as originally requested. If Simonyan is unwilling to supplement its responses, so state in the form of an objection so that Uber may have the opportunity to seek updated information again at a later date.

4. In the event that Simonyan asserts that any requested information is “public information” otherwise available to Uber, please identify the following: (a) the document or file in which the requested material is contained; (b) the title of the document or file; (c) the specific chapter, section, page and line number on which the requested material is contained; and (d) the office and location nearest San Francisco where such document or file with the requested material is maintained and available for public inspection.

5. In the event that Simonyan asserts that any requested information is confidential or otherwise privileged and not subject to disclosure to Uber, please provide the following: (a) a general description of the document or information with respect to which such privilege is claimed; (b) the title of the document or file containing the information; (c) the date of the document or date on which the information was prepared; (d) the author and names of any recipients shown on the document and any other individuals known to have received copies; (e) the purpose for which the document or information was prepared; and (f) the privilege asserted with respect to the document. Please also state whether Simonyan would agree to produce the information to Uber subject to a confidentiality agreement.

6. If any requested document no longer exists or is no longer in Simonyan’s possession, custody or control, please: (a) describe the document, including its title and date; (b) identify the last known custodian and location of the document; and state with specificity; (c) the date upon which the document was lost, destroyed or otherwise became unavailable, and (d)

the circumstances under which it was lost, destroyed or otherwise became unavailable, including the reason for its destruction or unavailability.

7. The term “identify” means to describe any document or tangible thing responsive to the request in clear and unambiguous terms, and with sufficient clarity so that Uber may correctly ascertain the identity of the document or thing.

8. The terms “document,” “documents,” or “documentary material” include, but are not limited to, the following items, whether printed, recorded, or written or reproduced by hand: reports, studies, statistics, projections, forecasts, decisions and orders, intra-office and interoffice communications, correspondence, e-mail, memoranda, financial data, summaries or records of conversations or interviews, statements, returns, diaries, calendars, work papers, graphs, notebooks, notes, charts, computations, plans, drawings, sketches, computer printouts, summaries or records of meetings or conferences, summaries or reports of investigations or negotiations, opinions or reports of consultants, photographs, brochures, bulletins, records or representation or publications of any kind (including microfilm, videotape, and records however produced or reproduced), electronic or mechanical or electrical records of any kind (including, without limitation, tapes, tape cassettes, discs, and records) other data compilations (including, without limitation, input/output files, source codes, object codes, program documentation, computer programs, computer printouts, cards, tapes, discs and recordings used in automated data processing, together with the programming instructions and other material necessary to translate, understand, or use the same), and other documents or tangible things of whatever description which constitute or contain information within the scope of a Request to Produce.

9. The terms “refer to,” “relate to,” or “regard” or any form of these words means to analyze, appraise, assess, characterize, comment on, concern, consider, constitute, contain,

deliberate, delineate, describe, discuss, evaluate, evidence, explicate, pertain to, recommend, record, reflect, report on, set forth, show, summarize, or study.

10. The terms “include” or “including” means “including but not limited to.”

11. “CPUC” or “Commission” means the California Public Utilities Commission. “TEB” refers to the Transportation and Enforcement Branch of the Consumer Protection and Enforcement Division (“CPED”) of the CPUC.

12. “Uber” means Uber Technologies, Inc.

13. “You” or “you” means Suren Simonyan, including any of their employees, principals, or agents.

14. The term “Report” means the confidential *Investigative Report Into the Operations, Practices, and Conduct of Uber Technologies, Inc. and Uber Black’s Subcarriers*, prepared by Sang Soble for the California Public Utilities Commission Consumer Protection and Enforcement Division, dated November 24, 2021.

15. The term “TCP” means Transportation Charter-Party Carrier, as that term is defined in Cal. Pub. Util. Code § 5371 and in the Report.

**UBER TECHNOLOGIES, INC.'S FIRST SET OF DATA REQUESTS
TO SUREN SIMONYAN**

DOCKET NO.:	Investigation 21-12-001	REQUEST DATE:	May 16, 2022
REQUEST NO.:	UBER-SIMONYAN-001	RESPONSE DATE:	May 26, 2022
REQUESTER:	UBER	RESPONDER:	SUREN SIMONYAN

DATA REQUESTS

Request 1:

Please provide copies of all documents or communications you submitted to the CPUC related to your authorization to provide charter-party carrier transportation services in California, including any documents or communications you submitted to the CPUC to obtain, retain, renew, or maintain a TCP license.

Request 2:

Please provide copies of all documents or communications you received from the CPUC related to your authorization to provide charter-party carrier transportation services in California, including any documents or communications you received from the CPUC related to granting, suspending, revoking, or reinstating a TCP license.

Request 3:

Please provide records of any communications between you and any of the other subcarriers, or their employees, principals, or agents, listed in Table 1 of the Report.

Request 4:

Please provide copies of all documents you submitted to Uber in relation to your authorization to provide charter-party carrier transportation services to passengers through the Uber platform, including each TCP permit you claimed to authorize your provision of those services.

Request 5:

Please identify the names of every person associated with each TCP permit you have used to provide charter-party carrier transportation services to passengers through the Uber platform.

Request 6:

Admit that you entered into an agreement with Uber entitled “Uber USA Technology Services Agreement.”

Request 7:

Admit that at all times, the Uber USA Technology Services Agreement requires you to hold and maintain an active and valid TCP license compliant with all CPUC rules in order to provide charter-party carrier transportation service to passengers through the Uber platform.

Request 8:

Admit that despite your obligations under the Uber USA Technology Services Agreement, you falsely represented to Uber that you held an active and valid TCP license compliant with all CPUC rules at a time when you did not in fact hold an active and valid TCP license compliant with all CPUC rules.

Request 9:

Admit that despite your obligations under the Uber USA Technology Services Agreement, you failed to comply with all laws, licensing requirements, or CPUC rules and regulations that govern your provision of charter-party carrier transportation services to passengers using the Uber platform.

Request 10:

Admit that you provided charter-party carrier transportation services to passengers using the Uber platform knowing you were not authorized to provide those services, and without

informing Uber.

Request 11:

Has the CPUC ever contacted you or taken any enforcement action against you because You provided unauthorized transportation services or because you violated any law, CPUC rules, or regulations related to charter-party carrier transportation services? If so, please provide a description of any contacts or enforcement action from the CPUC, including the date, nature, and reason for the contact or enforcement action.

Request 12:

Please provide copies of any documents or communications you have received from the CPUC that discussed or referred to you providing any unauthorized transportation services or your violation of any CPUC rules or regulations related to charter-party carrier transportation services, including but not limited to any cease and desist letters, data requests, or other documents or communications.

Request 13:

Please provide copies of any documents or communications you provided to the CPUC in response to any of the documents and communications you identified in response to Request 12.

Request 14:

Admit that at no time did you inform Uber that you lacked CPUC authorization to provide transportation services. If you contend that you did inform Uber that you lacked CPUC authorization, provide copies of any documents or communications showing this/these representation(s). If you have no copies of any documents or communications, explain, to the best of your recollection, the dates and contents of the representation(s).

Request 15:

Please identify and list all rides which you completed as a charter-party carrier using the Uber platform without a valid and active TCP license, including their dates.

END OF REQUEST

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA**

Order Instituting Investigation on the
Commission's Own Motion into the
Operations, Policies and Practices of Uber
Technologies, Inc. (TCP 38150) and Uber
Black Sub-carriers Operating on the Uber
Black Platform.

Investigation 21-12-001

**UBER TECHNOLOGIES, INC.'S FIRST SET OF DATA REQUESTS
TO FOX LIMO 2 INC. (TCP 33048 – B)**

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Attorneys for Uber Technologies, Inc.

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA**

Order Instituting Investigation on the Commission's Own Motion into the Operations, Policies and Practices of Uber Technologies, Inc. (TCP 38150) and Uber Black Sub-carriers Operating on the Uber Black Platform.

Investigation 21-12-001

**UBER TECHNOLOGIES, INC.'S FIRST SET OF DATA REQUESTS
TO FOX LIMO 2 INC. (TCP 33048 – B)**

Uber Technologies, Inc. ("Uber") requests that Fox Limo 2 Inc. (TCP 33048 – B) ("Fox Limo") provide the information and produce and serve upon Uber the documents requested below by May 26, 2022 to Robert Maguire (robmaguire@dwt.com), Adam S. Sieff (adamsieff@dwt.com), and Jean Fundakowski (jeanfundakowski@dwt.com).

INSTRUCTIONS AND DEFINITIONS

1. Each Request is intended to elicit discovery of all documents, tangible things, and knowledge or information of Fox Limo, its employees and agents, and a person acting on its behalf.
2. In responding to each Request, please state the text of the Request prior to providing the response, and provide the name of the person or persons answering, the title of such person(s), the person they work for, and the name of the witness or witnesses who will be prepared to testify concerning the matters contained in each response or document produced.
3. Each Request is continuing in nature. Thus, if Fox Limo acquires additional information after any Request has been answered initially, Fox Limo is required to supplement its response following the receipt of such additional information, giving the information to the same extent as originally requested. If Fox Limo is unwilling to supplement its responses, so state in

the form of an objection so that Uber may have the opportunity to seek updated information again at a later date.

4. In the event that Fox Limo asserts that any requested information is “public information” otherwise available to Uber, please identify the following: (a) the document or file in which the requested material is contained; (b) the title of the document or file; (c) the specific chapter, section, page and line number on which the requested material is contained; and (d) the office and location nearest San Francisco where such document or file with the requested material is maintained and available for public inspection.

5. In the event that Fox Limo asserts that any requested information is confidential or otherwise privileged and not subject to disclosure to Uber, please provide the following: (a) a general description of the document or information with respect to which such privilege is claimed; (b) the title of the document or file containing the information; (c) the date of the document or date on which the information was prepared; (d) the author and names of any recipients shown on the document and any other individuals known to have received copies; (e) the purpose for which the document or information was prepared; and (f) the privilege asserted with respect to the document. Please also state whether Fox Limo would agree to produce the information to Uber subject to a confidentiality agreement.

6. If any requested document no longer exists or is no longer in Fox Limo’s possession, custody or control, please: (a) describe the document, including its title and date; (b) identify the last known custodian and location of the document; and state with specificity; (c) the date upon which the document was lost, destroyed or otherwise became unavailable, and (d) the circumstances under which it was lost, destroyed or otherwise became unavailable, including the reason for its destruction or unavailability.

7. The term “identify” means to describe any document or tangible thing responsive to the request in clear and unambiguous terms, and with sufficient clarity so that Uber may correctly ascertain the identity of the document or thing.

8. The terms “document,” “documents,” or “documentary material” include, but are not limited to, the following items, whether printed, recorded, or written or reproduced by hand: reports, studies, statistics, projections, forecasts, decisions and orders, intra-office and interoffice communications, correspondence, e-mail, memoranda, financial data, summaries or records of conversations or interviews, statements, returns, diaries, calendars, work papers, graphs, notebooks, notes, charts, computations, plans, drawings, sketches, computer printouts, summaries or records of meetings or conferences, summaries or reports of investigations or negotiations, opinions or reports of consultants, photographs, brochures, bulletins, records or representation or publications of any kind (including microfilm, videotape, and records however produced or reproduced), electronic or mechanical or electrical records of any kind (including, without limitation, tapes, tape cassettes, discs, and records) other data compilations (including, without limitation, input/output files, source codes, object codes, program documentation, computer programs, computer printouts, cards, tapes, discs and recordings used in automated data processing, together with the programming instructions and other material necessary to translate, understand, or use the same), and other documents or tangible things of whatever description which constitute or contain information within the scope of a Request to Produce.

9. The terms “refer to,” “relate to,” or “regard” or any form of these words means to analyze, appraise, assess, characterize, comment on, concern, consider, constitute, contain, deliberate, delineate, describe, discuss, evaluate, evidence, explicate, pertain to, recommend, record, reflect, report on, set forth, show, summarize, or study.

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12. “Uber” means Uber Technologies, Inc.
13. “You” means Fox Limo, including any of its employees, principals, or agents.
14. The term “Report” means the confidential *Investigative Report Into the Operations, Practices, and Conduct of Uber Technologies, Inc. and Uber Black’s Subcarriers*, prepared by Sang Soble for the California Public Utilities Commission Consumer Protection and Enforcement Division, dated November 24, 2021.
15. The term “TCP” means Transportation Charter-Party Carrier, as that term is defined in Cal. Pub. Util. Code § 5371 and in the Report.

**UBER TECHNOLOGIES, INC.'S FIRST SET OF DATA REQUESTS
TO FOX LIMO 2 INC. (TCP 33048 – B)**

DOCKET NO.:	Investigation 21-12-001	REQUEST DATE:	May 16, 2022
REQUEST NO.:	UBER-Fox Limo-001	RESPONSE DATE:	May 26, 2022
REQUESTER:	UBER	RESPONDER:	FOX LIMO 2 INC.

DATA REQUESTS

Request 1:

Please provide copies of all documents or communications you submitted to the CPUC related to your authorization to provide charter-party carrier transportation services in California, including any documents or communications you submitted to the CPUC to obtain, retain, renew, or maintain a TCP license.

Request 2:

Please provide copies of all documents or communications you received from the CPUC related to your authorization to provide charter-party carrier transportation services in California, including any documents or communications you received from the CPUC related to granting, suspending, revoking, or reinstating a TCP license.

Request 3:

Please provide records of any communications between you and any of the other subcarriers, or their employees, principals, or agents, listed in Table 1 of the Report.

Request 4:

Please provide copies of all documents you submitted to Uber in relation to your authorization to provide charter-party carrier transportation services to passengers through the Uber platform, including each TCP permit you claimed to authorize your provision of those services.

Request 5:

Please identify the names of every person associated with each TCP permit you have used to provide charter-party carrier transportation services to passengers through the Uber platform.

Request 6:

Admit that you entered into an agreement with Uber entitled “Uber USA Technology Services Agreement.”

Request 7:

Admit that at all times, the Uber USA Technology Services Agreement requires you to hold and maintain an active and valid TCP license compliant with all CPUC rules in order to provide charter-party carrier transportation service to passengers through the Uber platform.

Request 8:

Admit that despite your obligations under the Uber USA Technology Services Agreement, you falsely represented to Uber that you held an active and valid TCP license compliant with all CPUC rules at a time when you did not in fact hold an active and valid TCP license compliant with all CPUC rules.

Request 9:

Admit that despite your obligations under the Uber USA Technology Services Agreement, you failed to comply with all laws, licensing requirements, or CPUC rules and regulations that govern your provision of charter-party carrier transportation services to passengers using the Uber platform.

Request 10:

Admit that you provided charter-party carrier transportation services to passengers using the Uber platform knowing you were not authorized to provide those services, and without

informing Uber.

Request 11:

Has the CPUC ever contacted you or taken any enforcement action against you because You provided unauthorized transportation services or because you violated any law, CPUC rules, or regulations related to charter-party carrier transportation services? If so, please provide a description of any contacts or enforcement action from the CPUC, including the date, nature, and reason for the contact or enforcement action.

Request 12:

Please provide copies of any documents or communications you have received from the CPUC that discussed or referred to you providing any unauthorized transportation services or your violation of any CPUC rules or regulations related to charter-party carrier transportation services, including but not limited to any cease and desist letters, data requests, or other documents or communications.

Request 13:

Please provide copies of any documents or communications you provided to the CPUC in response to any of the documents and communications you identified in response to Request 12.

Request 14:

Admit that at no time did you inform Uber that you lacked CPUC authorization to provide transportation services. If you contend that you did inform Uber that you lacked CPUC authorization, provide copies of any documents or communications showing this/these representation(s). If you have no copies of any documents or communications, explain, to the best of your recollection, the dates and contents of the representation(s).

Request 15:

Please identify and list all rides which you completed as a charter-party carrier using the Uber platform without a valid and active TCP license, including their dates.

END OF REQUEST

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA**

Order Instituting Investigation on the
Commission's Own Motion into the
Operations, Policies and Practices of Uber
Technologies, Inc. (TCP 38150) and Uber
Black Sub-carriers Operating on the Uber
Black Platform.

Investigation 21-12-001

**UBER TECHNOLOGIES, INC.'S FIRST SET OF DATA REQUESTS
TO 724 LUX LIMO (TCP 34031 – B)**

Robert Maguire
Adam S. Sieff
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Los Angeles, CA 90017-5450
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Attorneys for Uber Technologies, Inc.

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA**

Order Instituting Investigation on the Commission's Own Motion into the Operations, Policies and Practices of Uber Technologies, Inc. (TCP 38150) and Uber Black Sub-carriers Operating on the Uber Black Platform.

Investigation 21-12-001

**UBER TECHNOLOGIES, INC.'S FIRST SET OF DATA REQUESTS
TO 724 LUX LIMO (TCP 34031 – B)**

Uber Technologies, Inc. ("Uber") requests that 724 Lux Limo (TCP 34031 – B) ["724-Lux"] provide the information and produce and serve upon Uber the documents requested below by May 26, 2022 to Robert Maguire (robmaguire@dwt.com), Adam S. Sieff (adamsieff@dwt.com), and Jean Fundakowski (jeanfundakowski@dwt.com).

INSTRUCTIONS AND DEFINITIONS

1. Each Request is intended to elicit discovery of all documents, tangible things, and knowledge or information of 724-Lux, its employees and agents, and a person acting on its behalf.
2. In responding to each Request, please state the text of the Request prior to providing the response, and provide the name of the person or persons answering, the title of such person(s), the person they work for, and the name of the witness or witnesses who will be prepared to testify concerning the matters contained in each response or document produced.
3. Each Request is continuing in nature. Thus, if 724-Lux acquires additional information after any Request has been answered initially, 724-Lux is required to supplement its response following the receipt of such additional information, giving the information to the same extent as originally requested. If 724-Lux is unwilling to supplement its responses, so state in the

form of an objection so that Uber may have the opportunity to seek updated information again at a later date.

4. In the event that 724-Lux asserts that any requested information is “public information” otherwise available to Uber, please identify the following: (a) the document or file in which the requested material is contained; (b) the title of the document or file; (c) the specific chapter, section, page and line number on which the requested material is contained; and (d) the office and location nearest San Francisco where such document or file with the requested material is maintained and available for public inspection.

5. In the event that 724-Lux asserts that any requested information is confidential or otherwise privileged and not subject to disclosure to Uber, please provide the following: (a) a general description of the document or information with respect to which such privilege is claimed; (b) the title of the document or file containing the information; (c) the date of the document or date on which the information was prepared; (d) the author and names of any recipients shown on the document and any other individuals known to have received copies; (e) the purpose for which the document or information was prepared; and (f) the privilege asserted with respect to the document. Please also state whether 724-Lux would agree to produce the information to Uber subject to a confidentiality agreement.

6. If any requested document no longer exists or is no longer in 724-Lux’s possession, custody or control, please: (a) describe the document, including its title and date; (b) identify the last known custodian and location of the document; and state with specificity; (c) the date upon which the document was lost, destroyed or otherwise became unavailable, and (d) the circumstances under which it was lost, destroyed or otherwise became unavailable, including the reason for its destruction or unavailability.

7. The term “identify” means to describe any document or tangible thing responsive to the request in clear and unambiguous terms, and with sufficient clarity so that Uber may correctly ascertain the identity of the document or thing.

8. The terms “document,” “documents,” or “documentary material” include, but are not limited to, the following items, whether printed, recorded, or written or reproduced by hand: reports, studies, statistics, projections, forecasts, decisions and orders, intra-office and interoffice communications, correspondence, e-mail, memoranda, financial data, summaries or records of conversations or interviews, statements, returns, diaries, calendars, work papers, graphs, notebooks, notes, charts, computations, plans, drawings, sketches, computer printouts, summaries or records of meetings or conferences, summaries or reports of investigations or negotiations, opinions or reports of consultants, photographs, brochures, bulletins, records or representation or publications of any kind (including microfilm, videotape, and records however produced or reproduced), electronic or mechanical or electrical records of any kind (including, without limitation, tapes, tape cassettes, discs, and records) other data compilations (including, without limitation, input/output files, source codes, object codes, program documentation, computer programs, computer printouts, cards, tapes, discs and recordings used in automated data processing, together with the programming instructions and other material necessary to translate, understand, or use the same), and other documents or tangible things of whatever description which constitute or contain information within the scope of a Request to Produce.

9. The terms “refer to,” “relate to,” or “regard” or any form of these words means to analyze, appraise, assess, characterize, comment on, concern, consider, constitute, contain, deliberate, delineate, describe, discuss, evaluate, evidence, explicate, pertain to, recommend, record, reflect, report on, set forth, show, summarize, or study.

10. The terms “include” or “including” means “including but not limited to.”
11. “CPUC” or “Commission” means the California Public Utilities Commission. “TEB” refers to the Transportation and Enforcement Branch of the Consumer Protection and Enforcement Division (“CPED”) of the CPUC.
12. “Uber” means Uber Technologies, Inc.
13. “You” or “you” means 724-Lux, including any of its employees, principals, or agents.
14. The term “Report” means the confidential *Investigative Report Into the Operations, Practices, and Conduct of Uber Technologies, Inc. and Uber Black’s Subcarriers*, prepared by Sang Soble for the California Public Utilities Commission Consumer Protection and Enforcement Division, dated November 24, 2021.
15. The term “TCP” means Transportation Charter-Party Carrier, as that term is defined in Cal. Pub. Util. Code § 5371 and in the Report.

**UBER TECHNOLOGIES, INC.'S FIRST SET OF DATA REQUESTS
TO 724 LUX LIMO (TCP 34031 – B)**

DOCKET NO.:	Investigation 21-12-001	REQUEST DATE:	May 16, 2022
REQUEST NO.:	UBER-724 LUX-001	RESPONSE DATE:	May 26, 2022
REQUESTER:	UBER	RESPONDER:	724 LUX LIMO

DATA REQUESTS

Request 1:

Please provide copies of all documents or communications you submitted to the CPUC related to your authorization to provide charter-party carrier transportation services in California, including any documents or communications you submitted to the CPUC to obtain, retain, renew, or maintain a TCP license.

Request 2:

Please provide copies of all documents or communications you received from the CPUC related to your authorization to provide charter-party carrier transportation services in California, including any documents or communications you received from the CPUC related to granting, suspending, revoking, or reinstating a TCP license.

Request 3:

Please provide records of any communications between you and any of the other subcarriers, or their employees, principals, or agents, listed in Table 1 of the Report.

Request 4:

Please provide copies of all documents you submitted to Uber in relation to your authorization to provide charter-party carrier transportation services to passengers through the Uber platform, including each TCP permit you claimed to authorize your provision of those services.

Request 5:

Please identify the names of every person associated with each TCP permit you have used to provide charter-party carrier transportation services to passengers through the Uber platform.

Request 6:

Admit that you entered into an agreement with Uber entitled “Uber USA Technology Services Agreement.”

Request 7:

Admit that at all times, the Uber USA Technology Services Agreement requires you to hold and maintain an active and valid TCP license compliant with all CPUC rules in order to provide charter-party carrier transportation service to passengers through the Uber platform.

Request 8:

Admit that despite your obligations under the Uber USA Technology Services Agreement, you falsely represented to Uber that you held an active and valid TCP license compliant with all CPUC rules at a time when you did not in fact hold an active and valid TCP license compliant with all CPUC rules.

Request 9:

Admit that despite your obligations under the Uber USA Technology Services Agreement, you failed to comply with all laws, licensing requirements, or CPUC rules and regulations that govern your provision of charter-party carrier transportation services to passengers using the Uber platform.

Request 10:

Admit that you provided charter-party carrier transportation services to passengers using the Uber platform knowing you were not authorized to provide those services, and without

informing Uber.

Request 11:

Has the CPUC ever contacted you or taken any enforcement action against you because You provided unauthorized transportation services or because you violated any law, CPUC rules, or regulations related to charter-party carrier transportation services? If so, please provide a description of any contacts or enforcement action from the CPUC, including the date, nature, and reason for the contact or enforcement action.

Request 12:

Please provide copies of any documents or communications you have received from the CPUC that discussed or referred to you providing any unauthorized transportation services or your violation of any CPUC rules or regulations related to charter-party carrier transportation services, including but not limited to any cease and desist letters, data requests, or other documents or communications.

Request 13:

Please provide copies of any documents or communications you provided to the CPUC in response to any of the documents and communications you identified in response to Request 12.

Request 14:

Admit that at no time did you inform Uber that you lacked CPUC authorization to provide transportation services. If you contend that you did inform Uber that you lacked CPUC authorization, provide copies of any documents or communications showing this/these representation(s). If you have no copies of any documents or communications, explain, to the best of your recollection, the dates and contents of the representation(s).

Request 15:

Please identify and list all rides which you completed as a charter-party carrier using the Uber platform without a valid and active TCP license, including their dates.

END OF REQUEST

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA**

Order Instituting Investigation on the
Commission's Own Motion into the
Operations, Policies and Practices of Uber
Technologies, Inc. (TCP 38150) and Uber
Black Sub-carriers Operating on the Uber
Black Platform.

Investigation 21-12-001

**UBER TECHNOLOGIES, INC.'S FIRST SET OF DATA REQUESTS
TO WEST LIMO 7 (TCP 32757 – B)**

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Attorneys for Uber Technologies, Inc.

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA**

Order Instituting Investigation on the Commission's Own Motion into the Operations, Policies and Practices of Uber Technologies, Inc. (TCP 38150) and Uber Black Sub-carriers Operating on the Uber Black Platform.

Investigation 21-12-001

**UBER TECHNOLOGIES, INC.'S FIRST SET OF DATA REQUESTS
TO WEST LIMO 7 (TCP 32757 – B)**

Uber Technologies, Inc. (“Uber”) requests that West Limo 7 (TCP 32757 – B) (“West Limo”) provide the information and produce and serve upon Uber the documents requested below by May 26, 2022 to Robert Maguire (robmaguire@dwt.com), Adam S. Sieff (adamsieff@dwt.com), and Jean Fundakowski (jeanfundakowski@dwt.com).

INSTRUCTIONS AND DEFINITIONS

1. Each Request is intended to elicit discovery of all documents, tangible things, and knowledge or information of West Limo, its employees and agents, and a person acting on its behalf.
2. In responding to each Request, please state the text of the Request prior to providing the response, and provide the name of the person or persons answering, the title of such person(s), the person they work for, and the name of the witness or witnesses who will be prepared to testify concerning the matters contained in each response or document produced.
3. Each Request is continuing in nature. Thus, if West Limo acquires additional information after any Request has been answered initially, West Limo is required to supplement its response following the receipt of such additional information, giving the information to the same extent as originally requested. If West Limo is unwilling to supplement its responses, so

state in the form of an objection so that Uber may have the opportunity to seek updated information again at a later date.

4. In the event that West Limo asserts that any requested information is “public information” otherwise available to Uber, please identify the following: (a) the document or file in which the requested material is contained; (b) the title of the document or file; (c) the specific chapter, section, page and line number on which the requested material is contained; and (d) the office and location nearest San Francisco where such document or file with the requested material is maintained and available for public inspection.

5. In the event that West Limo asserts that any requested information is confidential or otherwise privileged and not subject to disclosure to Uber, please provide the following: (a) a general description of the document or information with respect to which such privilege is claimed; (b) the title of the document or file containing the information; (c) the date of the document or date on which the information was prepared; (d) the author and names of any recipients shown on the document and any other individuals known to have received copies; (e) the purpose for which the document or information was prepared; and (f) the privilege asserted with respect to the document. Please also state whether West Limo would agree to produce the information to Uber subject to a confidentiality agreement.

6. If any requested document no longer exists or is no longer in West Limo’s possession, custody or control, please: (a) describe the document, including its title and date; (b) identify the last known custodian and location of the document; and state with specificity; (c) the date upon which the document was lost, destroyed or otherwise became unavailable, and (d) the circumstances under which it was lost, destroyed or otherwise became unavailable, including the reason for its destruction or unavailability.

7. The term “identify” means to describe any document or tangible thing responsive to the request in clear and unambiguous terms, and with sufficient clarity so that Uber may correctly ascertain the identity of the document or thing.

8. The terms “document,” “documents,” or “documentary material” include, but are not limited to, the following items, whether printed, recorded, or written or reproduced by hand: reports, studies, statistics, projections, forecasts, decisions and orders, intra-office and interoffice communications, correspondence, e-mail, memoranda, financial data, summaries or records of conversations or interviews, statements, returns, diaries, calendars, work papers, graphs, notebooks, notes, charts, computations, plans, drawings, sketches, computer printouts, summaries or records of meetings or conferences, summaries or reports of investigations or negotiations, opinions or reports of consultants, photographs, brochures, bulletins, records or representation or publications of any kind (including microfilm, videotape, and records however produced or reproduced), electronic or mechanical or electrical records of any kind (including, without limitation, tapes, tape cassettes, discs, and records) other data compilations (including, without limitation, input/output files, source codes, object codes, program documentation, computer programs, computer printouts, cards, tapes, discs and recordings used in automated data processing, together with the programming instructions and other material necessary to translate, understand, or use the same), and other documents or tangible things of whatever description which constitute or contain information within the scope of a Request to Produce.

9. The terms “refer to,” “relate to,” or “regard” or any form of these words means to analyze, appraise, assess, characterize, comment on, concern, consider, constitute, contain, deliberate, delineate, describe, discuss, evaluate, evidence, explicate, pertain to, recommend, record, reflect, report on, set forth, show, summarize, or study.

10. The terms “include” or “including” means “including but not limited to.”
11. “CPUC” or “Commission” means the California Public Utilities Commission. “TEB” refers to the Transportation and Enforcement Branch of the Consumer Protection and Enforcement Division (“CPED”) of the CPUC.
12. “Uber” means Uber Technologies, Inc.
13. “You” or “you” means West Limo, including any of its employees, principals, or agents.
14. The term “Report” means the confidential *Investigative Report Into the Operations, Practices, and Conduct of Uber Technologies, Inc. and Uber Black’s Subcarriers*, prepared by Sang Soble for the California Public Utilities Commission Consumer Protection and Enforcement Division, dated November 24, 2021.
15. The term “TCP” means Transportation Charter-Party Carrier, as that term is defined in Cal. Pub. Util. Code § 5371 and in the Report.

**UBER TECHNOLOGIES, INC.'S FIRST SET OF DATA REQUESTS
TO WEST LIMO 7 (TCP 32757 – B)**

DOCKET NO.:	Investigation 21-12-001	REQUEST DATE:	May 16, 2022
REQUEST NO.:	UBER-WEST LIMO-001	RESPONSE DATE:	May 26, 2022
REQUESTER:	UBER	RESPONDER:	WEST LIMO 7

DATA REQUESTS

Request 1:

Please provide copies of all documents or communications you submitted to the CPUC related to your authorization to provide charter-party carrier transportation services in California, including any documents or communications you submitted to the CPUC to obtain, retain, renew, or maintain a TCP license.

Request 2:

Please provide copies of all documents or communications you received from the CPUC related to your authorization to provide charter-party carrier transportation services in California, including any documents or communications you received from the CPUC related to granting, suspending, revoking, or reinstating a TCP license.

Request 3:

Please provide records of any communications between you and any of the other subcarriers, or their employees, principals, or agents, listed in Table 1 of the Report.

Request 4:

Please provide copies of all documents you submitted to Uber in relation to your authorization to provide charter-party carrier transportation services to passengers through the Uber platform, including each TCP permit you claimed to authorize your provision of those services.

Request 5:

Please identify the names of every person associated with each TCP permit you have used to provide charter-party carrier transportation services to passengers through the Uber platform.

Request 6:

Admit that you entered into an agreement with Uber entitled “Uber USA Technology Services Agreement.”

Request 7:

Admit that at all times, the Uber USA Technology Services Agreement requires you to hold and maintain an active and valid TCP license compliant with all CPUC rules in order to provide charter-party carrier transportation service to passengers through the Uber platform.

Request 8:

Admit that despite your obligations under the Uber USA Technology Services Agreement, you falsely represented to Uber that you held an active and valid TCP license compliant with all CPUC rules at a time when you did not in fact hold an active and valid TCP license compliant with all CPUC rules.

Request 9:

Admit that despite your obligations under the Uber USA Technology Services Agreement, you failed to comply with all laws, licensing requirements, or CPUC rules and regulations that govern your provision of charter-party carrier transportation services to passengers using the Uber platform.

Request 10:

Admit that you provided charter-party carrier transportation services to passengers using the Uber platform knowing you were not authorized to provide those services, and without

informing Uber.

Request 11:

Has the CPUC ever contacted you or taken any enforcement action against you because You provided unauthorized transportation services or because you violated any law, CPUC rules, or regulations related to charter-party carrier transportation services? If so, please provide a description of any contacts or enforcement action from the CPUC, including the date, nature, and reason for the contact or enforcement action.

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Please provide copies of any documents or communications you provided to the CPUC in response to any of the documents and communications you identified in response to Request 12.

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Admit that at no time did you inform Uber that you lacked CPUC authorization to provide transportation services. If you contend that you did inform Uber that you lacked CPUC authorization, provide copies of any documents or communications showing this/these representation(s). If you have no copies of any documents or communications, explain, to the best of your recollection, the dates and contents of the representation(s).

Request 15:

Please identify and list all rides which you completed as a charter-party carrier using the Uber platform without a valid and active TCP license, including their dates.

END OF REQUEST

CONFIDENTIAL EXHIBIT F

UBER TCP PERMIT APPROVAL GUIDELINES

ENTIRE EXHIBIT IS CONFIDENTIAL

EXHIBIT G

**DECLARATION OF CONFIDENTIALITY PURSUANT TO GENERAL ORDER 66-D,
SECTION 3.2 ON BEHALF OF UBER TECHNOLOGIES, INC.**

EXHIBIT G

DECLARATION OF CONFIDENTIALITY PURSUANT TO GENERAL ORDER 66-D, SECTION 3.2 ON BEHALF OF UBER TECHNOLOGIES, INC.

1. I, Leslie Boley, have been designated by Nelson Chai, Chief Financial Officer of Uber Technologies, Inc., (“Uber”) to submit this declaration, in accordance with the requirements set forth in General Order (“G.O.”) 66-D, Section 3.2 to assert that Exhibit F in its entirety, certain information in Exhibit A, and certain information in the Prepared Opening Testimony of Peter Sauerwein on behalf of Uber Technologies, Inc. submitted to the California Public Utilities Commission (“CPUC” or “Commission”) on May 18, 2022, contains confidential information that is not subject to public disclosure. The below referenced information is confidential pursuant to the California Public Records Act (“CPRA”) under Gov’t. Code § 6254(k), which protects “[r]ecords, the disclosure of which is exempted or prohibited pursuant to federal or state law...” from public disclosure.
2. Designated information within the testimony identifying the number of fleet partners operating on the Uber platform in California 2019; the number of fleet partners and drivers operating on the Uber platform in California in 2021; and the number of completed trips and individual riders served in 2021 in California, are confidential and contain both trade secret and proprietary and commercially sensitive information that, if released by the Commission, could give Uber’s competitors an unfair business advantage. These data on Uber’s productivity and the size of Uber’s fleet partner force are confidential trade secrets pursuant to 18 U.S.C. § 1832 and Cal. Civil Code § 3426 *et seq.*, and thus prohibited from public disclosure in conformance with Cal. Gov. Code § 6254(k).
3. Designated information in Exhibit A, also labeled “Exhibit A_Sauerwein Resume,” identifies the address and contact information of the declarant, an Uber employee who is a

senior manager on the Business Operations Team and is familiar with Uber's regulatory policies and operations in California. While Mr. Sauerwein's name is necessarily public as a witness in this proceeding, he has a reasonable expectation of privacy as to the location of his residence, his telephone number, and his email address. No regulatory purpose is achieved by publicly disclosing such information. Doing so would unnecessarily invade employee privacy and expose the identified employee to potential harm, including the possibility of being targeted with inquiries, public scrutiny, and disclosure or any other kind of exposure or harm.

4. Public interest clearly weighs against the disclosure of Uber's fraud prevention policies in Exhibit F, also labeled "Confidential Exhibit F_Uber TCP Permit Approval Guidelines." Specifically, Exhibit F describes the processes by which Uber reviews the TCP permit documentation submitted to Uber by fleet owner partners or partner applicants, as well as the processes and techniques by which Uber ensures compliance with applicable permitting requirements. Disclosing these protocols will reduce the efficacy of Uber's fraud prevention efforts and enable bad actors to continue to defraud Uber and the CPUC, which could lead to more unauthorized drivers on California's roads and highways. It would also undermine the fraud prevention efforts of similarly situated prime carriers in this industry. Given these considerations, the "public interest served by not disclosing" Uber's fraud prevention policies in Exhibit F "clearly outweighs the public interest served by disclosure of" this information to the public. *See* Cal. Gov. Code § 6255(a).

Furthermore, the information in Exhibit F constitutes trade secrets, including proprietary information about Uber's document review policies, compliance processes, and business decisions regarding TCP subcarriers with access to its platform which should be considered confidential and not subject to public disclosure. Uber is part of a rapidly

developing industry and has been creating first-of-its-kind processes and other materials to suit the evolution of this industry. Uber has invested extensive time, effort, and resources into developing these processes and techniques, which provide economic and commercial value for Uber's business. If disclosed, a competitor or new entrant into the market could use this information to gain an unfair competitive advantage by copying Uber's proprietary processes that Uber has expended considerable resources to develop and improve. Uber has taken all reasonable efforts to maintain the secrecy of these processes and tools by restricting access to the information to only relevant personnel. As such, this information is entitled to protection under Gov't. Code § 6254(k) and Calif. Evid. Code §1060 ("the owner of a trade secret has a privilege to refuse to disclose the secret, and to prevent another from disclosing it").

5. As required under General Order 66-D, Section 3.2(d), persons to contact regarding the potential release of information by the Commission are as follows: (1) Lisa Tse (regulatory@uber.com and ltse@uber.com); (2) Alex Larro (alarro@uber.com); and (3) Jane Lee (jylee@uber.com).

/s/ Leslie Boley
Leslie Boley