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16 *Counsel for Plaintiff*

17 **IN THE UNITED STATES DISTRICT COURT**  
18 **NORTHERN DISTRICT OF CALIFORNIA**

19 MARTIN DULBERG, individually, and on  
20 behalf of all others similarly-situated,

21 Plaintiff,

22 v.

23 UBER TECHNOLOGIES, INC., and RASIER,  
24 LLC,

25 Defendants.

26 **CLASS ACTION COMPLAINT**

27 **Jury Trial Demanded**

28 Martin Dulberg (“Dulberg”), by and through his counsel, alleges the following on behalf of himself and those similarly situated.

**INTRODUCTION**

1. Uber Technologies, Inc. and Raiser, LLC (collectively, “Uber”) provide a mobile phone application that connects passengers seeking transportation services to Uber’s drivers providing transportation services. Dulberg drives for Uber, using both its Uber X and Uber Select platforms.

1 2. The December 11, 2015 Technology Services Agreement (the “Agreement”), attached as  
2 **Exhibit 1**, and accompanying Service Fee Addendum, attached as **Exhibit 2**, require Uber to deduct a  
3 percentage (20% on Dulberg’s Uber X rides and 28% on his Uber Select rides) of the Fare determined  
4 by the Fare Calculation in the Agreement as a Service Fee for Dulberg’s use of Uber’s electronic  
5 application and related services. The Fare Calculation includes a base amount plus distance and time  
6 amounts.

7 3. During times of increased demand, a passenger sometimes has a separate charge called “Surge,”  
8 which is when Uber applies a multiplier to the Fare determined by the Fare Calculation. “Surge” is in  
9 addition to the Fare determined by the Fare Calculation and appears as a completely separate entry on  
10 billing/payment statements from the Fare.  
11

12 4. Uber also sometimes forecasts increased demand and applies a “Boost” multiplier ahead of time  
13 to whatever the Fare determined by the Fare Calculation will be. Unlike “Surge,” which the passenger  
14 pays, Uber pays “Boost.” “Boost” is in addition to the Fare determined by the Fare Calculation and  
15 appears as a completely separate entry on billing/payment statements from the Fare.  
16

17 5. When there is “Surge” and/or “Boost,” instead of deducting its Service Fee from only the Fare  
18 determined by the Fare Calculation, as the Agreement requires, Uber also takes its Service Fee out of  
19 “Surge” and/or “Boost.” This practice breaches the Agreement, which, again, requires Uber to deduct  
20 its Service Fee from only the Fare determined by the Fare Calculation.

21 **PARTIES**

22 6. Dulberg is a resident of Raleigh, North Carolina.

23 7. Uber Technologies, Inc. is a Delaware corporation headquartered at 1455 Market Street, San  
24 Francisco, CA 94103.  
25  
26  
27  
28

1 8. Defendant Rasier, LLC, a subsidiary of Uber and the equivalent of Uber for purposes of this  
2 action, is a Delaware limited liability company headquartered at 1455 Market Street, San Francisco, CA  
3 94103.

#### 4 JURISDICTION AND VENUE

5 9. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1332(a)  
6 because the amount in controversy exceeds \$75,000 and the parties are diverse. Plaintiff is a citizen of  
7 North Carolina and Defendants are citizens of Delaware.

8 10. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1332(d)  
9 because the aggregate claims of the Class (as defined below) exceed the sum or value of \$5,000,000.00,  
10 there is minimal diversity of citizenship between Plaintiff and Defendants, and the class consists of  
11 more than 100 members.

12 11. This Court has personal jurisdiction over Uber because Section 15.1 of the Agreement states  
13 that Uber submits “to the exclusive jurisdiction of the state and federal courts located in the City and  
14 County of San Francisco, California.”

15 12. Venue is also proper in this District under Section 15.1 of the Agreement.

16 13. Plaintiff alleges on information and belief that each Defendant acted in all manners relevant to  
17 this action as the agent of the other Defendant and that they carried out joint business plans and  
18 operations. The acts and omissions of each Defendant are legally attributable to the other Defendant.  
19

#### 20 FACTUAL ALLEGATIONS

21 14. Dulberg signed up as a driver for Uber X in May 2014 and as a driver for Uber Select in  
22 February 2015.

23 15. Section 4.1 of the Agreement addresses the “Fare Calculation” and payment of drivers:

24 **Fare Calculation and Your Payment.** You are entitled to charge a fare for each instance of  
25 completed Transportation Services provided to a User that are obtained via the Uber Services  
26 (“Fare”), where such Fare is calculated based upon a base fare amount plus distance (as  
27 determined by Company using location-based services enabled through the Device) and/or time  
28

1 amounts, as detailed at [www.uber.com/cities](http://www.uber.com/cities) for the applicable Territory (“*Fare Calculation*”).  
2 You acknowledge and agree that the Fare provided under the Fare Calculation is the only  
3 payment you will receive in connection with the provision of Transportation Services, and that  
4 neither the Fare nor the Fare Calculation includes any gratuity. You are also entitled to charge  
5 User for any Tolls, taxes or fees incurred during the provision of Transportation Services, if  
6 applicable. You: (i) appoint Company as your limited payment collection agent solely for the  
7 purpose of accepting the Fare, applicable Tolls and, depending on the region and/or if requested  
8 by you, applicable taxes and fees from the User on your behalf via the payment processing  
9 functionality facilitated by the Uber Services; and (ii) agree that payment made by User to  
10 Company (or to an Affiliate of Company acting as an agent of Company) shall be considered the  
11 same as payment made directly by User to you. In addition, the parties acknowledge and agree  
12 that as between you and Company, the Fare is a recommended amount, and the primary purpose  
13 of the pre-arranged Fare is to act as the default amount in the event you do not negotiate a  
14 different amount. You shall always have the right to: (i) charge a fare that is less than the pre-  
15 arranged Fare; or (ii) negotiate, at your request, a Fare that is lower than the prearranged Fare  
16 (each of (i) and (ii) herein, a “*Negotiated Fare*”). Company shall consider all such requests from  
17 you in good faith. Company agrees to remit, or cause to be remitted, to you on at least a weekly  
18 basis: (a) the Fare less the applicable Service Fee; (b) the Tolls; and (c) depending on the region,  
19 certain taxes and ancillary fees. If you have separately agreed that other amounts may be  
20 deducted from the Fare prior to remittance to you (*e.g.*, vehicle financing payments, lease  
21 payments, mobile device usage charges, etc.), the order of any such deductions from the Fare  
22 shall be determined exclusively by Company (as between you and Company).

14 16. Section 4.4 of the Agreement governs the “Service Fee” that Uber charges drivers: “In  
15 consideration of Company’s provision of the Driver App and the Uber Services for your use and  
16 benefit hereunder, **you agree to pay Company a service fee on a per Transportation Services  
17 transaction basis calculated as a percentage of the Fare determined by the Fare Calculation[.]”**  
18 (emphasis added).

19 17. Nothing in the Agreement allows Uber to collect its Service Fee based on a multiple of the Fare  
20 determined by the Fare Calculation.

21 18. Nothing in the Agreement allows Uber to collect its Service Fee based on “Surge.”

22 19. Nothing in the Agreement allows Uber to collect its Service Fee based on “Boost.”

23 20. Section 15.1 of the Agreement provides that its “interpretation . . . shall be governed by  
24 California law, without regard to the choice or conflicts of law provisions of any jurisdiction.”  
25

1 21. Dulberg's Service Fee Addendum states that the Service Fee for Uber X drivers who started  
2 prior to November 23, 2015, is 20% of the Fare determined by the Fare Calculation. The Service Fee  
3 for Uber Select drivers is 28% of the Fare determined by the Fare Calculation.

4 22. Section 13.1 defines the "Relationship of the Parties": **"Except as otherwise expressly**  
5 **provided herein with respect to Company acting as the limited payment collection agent solely**  
6 **for the purpose of collecting payment from Users on your behalf, the relationship between the**  
7 **parties under this Agreement is solely that of independent contracting parties."** (emphasis in  
8 original).

9 23. The Agreement and Service Fee Addendum also apply to Uber XL.

10 24. On information and belief, earlier driver agreements and driver agreements for other Uber  
11 services like Uber Black and Uber SUV contain substantially similar provisions.

12 25. During times of increased demand, a passenger sometimes has a separate charge called "Surge,"  
13 which is when Uber applies a multiplier to the Fare determined by the Fare Calculation in the  
14 Agreement. "Surge" is in addition to the Fare determined by the Fare Calculation and appears as a  
15 completely separate entry on billing/payment statements from the Fare.  
16

17 26. Uber also sometimes forecasts increased demand and applies a "Boost" multiplier ahead of time  
18 to whatever the Fare determined by the Fare Calculation in the Agreement will be. Unlike "Surge,"  
19 which the passenger pays, Uber pays "Boost." "Boost" is in addition to the Fare determined by the  
20 Fare Calculation and appears as completely separate entry on billing/payment statements from the  
21 Fare.  
22

23 27. When there is "Surge" and/or "Boost," instead of deducting its Service Fee from only the Fare  
24 determined by the Fare Calculation, as the Agreement requires, Uber also takes its Service Fee out of  
25 "Surge" and/or "Boost." This practice breaches the Agreement, which, again, requires Uber to deduct  
26 its Service Fee from only the Fare determined by the Fare Calculation.  
27

28. For example, the following receipt shows the breakdown for a ride that Dulberg gave on February 14, 2016:

TOTAL PAYOUT

# \$23.60

Sun, February 14, 2:39 AM

---

**Trip Detail**

**Trip Earnings**

Fare	\$11.80 <small>▲</small>
• Base Fare	\$1.00
• 12.38 mi × \$0.70/mi	\$8.66
• 15.32 min × \$0.14/min	\$2.14
Surge	\$17.70
<small>*Surge applies to Base, Distance and Time.</small>	
Uber Fee	-\$5.90
<b>Total</b>	<b>\$23.60</b>

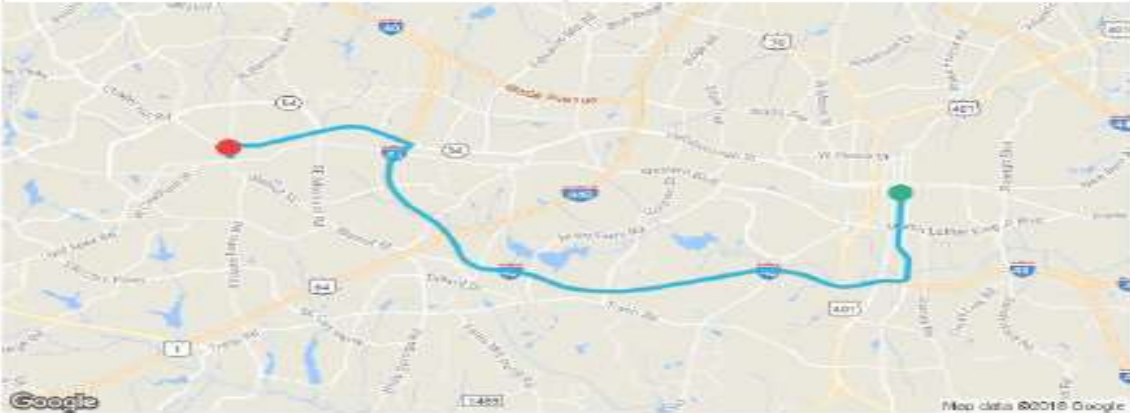
Sun, February 14, 2:39 AM



**15min 19sec**

DURATION

**12.38 mi**

DISTANCE



	<b>2:39:48 AM</b> 612 N Blount St
	<b>3:02:04 AM</b> 301 N Harrison Ave, Cary, NC 27513, United States

<b>Requested Vehicle</b>	uberX
<b>Trip ID</b>	0b9c4366-2e8d-4460-8a3b-2244496de61f
<b>License Plate</b>	CDW6292

29. The Fare determined by the Fare Calculation is \$11.80. “Surge” is \$17.70. According to the Agreement, Uber’s Service Fee should have been 20% of the Fare determined by the Fare Calculation or  $\$11.80 \times 0.2 = \$2.36$ . Instead, Uber also took 20% of the Surge or  $\$17.70 \times 0.2 = \$3.54$ , for a total Service Fee of  $\$2.36 + \$3.54 = \$5.90$ . But nothing in the Agreement allows Uber to take its Service Fee out of anything except the Fare determined by the Fare Calculation.

30. Similar breaches can be seen in the following excerpt from Dulberg’s “Payment Statement” for the period ending on May 9, 2016:

Date/Time	Trip ID	Type	Fare	Uber Fee	Fare Adjustment	Misc.	Surge	Cancellation	Total
			523.24	-160.17	16.19	90.93	138.10	10.00	527.36
May 2, 2016									59.12
04:53 PM	8af20552-8464-4ac0-9a9e-ddcc5208bd3c	uberX	3.63	-2.03			6.53		8.13
05:00 PM	6fbbc49d-666b-40ef-9196-20ec2972278b	uberX	8.21	-5.91			21.35		23.65
05:27 PM	69e27742-696e-4521-9490-ec4c162f1dc2	UberSELECT	15.89	-4.45					11.44
11:08 PM	a39f93ed-aa23-473c-879a-424fd7e3f014	UberSELECT	9.00	-2.52					6.48
11:22 PM	2d63bbe7-6f2c-4540-ad69-61be54ad2090	uberX	5.61	-2.36			6.17		9.42

31. As an example, for the ride at 4:53 p.m., Uber should have take a Service Fee of 20% of the Fare determined by the Fare Calculation or  $\$3.63 \times 0.2 = \$0.73$ . But Uber also took 20% of “Surge” as a Service Fee:  $\$6.53 \times 0.2 = \$1.30$ . Nothing in the Agreement allows Uber to take its Service Fee out of anything except the Fare determined by the Fare Calculation. Accordingly, Uber breached the Agreement because instead of taking \$0.73, Uber took  $\$0.73 + \$1.30 = \$2.03$ .

32. Uber does the same thing with “Boost.” For example, as shown below, Uber takes its 20% Service Fee (*i.e.*, \$2.54) from the Fare determined by the Fare Calculation (*i.e.*, \$6.36) and “Boost” (*i.e.*, \$6.36):

1/25/2018

Trip Detail

Partner Earnings

< Back to Weekly Earnings

TOTAL PAYOUT  
**\$10.18**  
Sat, October 29, 3:31 PM

Trip Detail

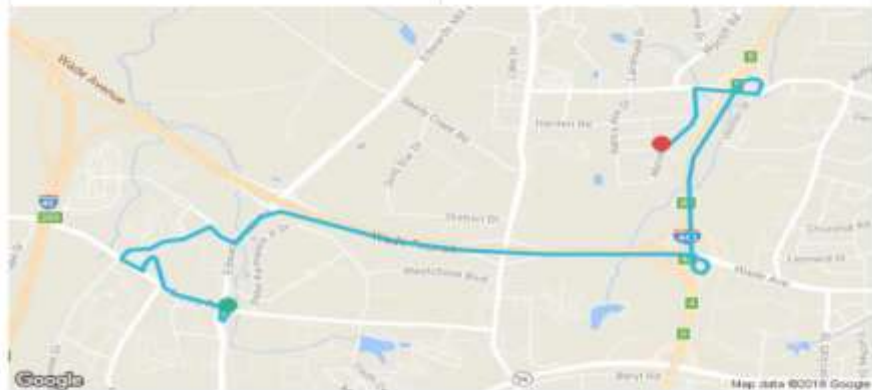
Sat, October 29, 3:31 PM

Trip Earnings

Fare	\$6.36
Boost <small>*Boost applies to Base, Distance and Time</small>	\$6.36
Uber Fee	\$2.54
<b>Total</b>	<b>\$10.18</b>

12min 25sec  
DURATION

5.17 mi  
DISTANCE



- 3:31:59 PM**  
1235 Hurricane Alley Way, Raleigh, NC 27607, USA
- 3:48:29 PM**  
2109 Myron Dr, Raleigh, NC 27607, USA

Requested Vehicle	uberX
Trip ID	798e376a-d7c6-4ee6-9946-6d265cee40db
License Plate	CDW6292



**CLASS ACTION ALLEGATIONS**

1  
2 33. Dulberg commences this action as a class action pursuant to Rule 23 of the Federal Rules of  
3 Civil Procedure, including Rule 23(b)(3), on behalf of the following class:

4 All natural persons nationwide who, during the four years prior to the date of this complaint,  
5 (1) drove for Uber X, Uber XL, Uber Select, Uber Black, and/or Uber SUV; (2) opted out of  
6 arbitration; (3) transported a passenger with “Surge” and/or “Boost” before May 22, 2017,  
7 when Uber issued its updated fee addendum; and (4) had Uber deduct a portion of the “Surge”  
8 or “Boost” as its Service Fee.

9 34. Subject to additional information obtained through further investigation and discovery, the  
10 foregoing definition of the Class may be expanded or narrowed by amendment. Excluded from the  
11 Class are Uber and its affiliates, parents, subsidiaries, employees, officers, agents, and directors;  
12 government entities or agencies, their affiliates, employees, officers, agents, and directors in their  
13 governmental capacities; any judicial officer presiding over this matter and the members of their  
14 immediate families and judicial staff; and Class counsel.

15 35. **Numerosity:** The proposed Class is so numerous that joinder of all members is impracticable,  
16 and the disposition of their claims as a Class will benefit the parties and the Court. The precise number  
17 of such persons is unknown because the data required to calculate that number is presently within the  
18 sole possession, custody, and control of Defendants. Upon information and belief, there are more than  
19 17,000 Uber drivers who are members of the Class.

20 36. **Commonality:** There are questions of law and fact common to the Class that predominate  
21 over any questions affecting only individual Class members, including, but not limited to, the following:

- 22 a. Whether, under California law, which applies to all Class members pursuant to the Agreement’s  
23 choice-of-law clause, Uber breached the Agreement and Addendum, the terms of which apply  
24 to all drivers;  
25 b. The proper measure of damages recoverable by Class members; and  
26  
27  
28

1 c. Additional common questions of law and fact as developed during the discovery phase of this  
2 litigation.

3 37. **Typicality:** Dulberg's claims are typical of the claims of the Class, as such claims could be  
4 alleged by any member of the Class, and the relief Dulberg seeks is typical of the relief that Class  
5 members seek. All of the Class members were subject to the same alleged practices of Uber. Uber's  
6 corporate-wide policies and practices affected all Class members similarly, and Uber benefited from the  
7 same type of unfair and/or wrongful acts as to each Class member. Dulberg and other Class members  
8 sustained similar losses, injuries, and damages arising from the same unlawful policies, practices, and  
9 procedures of Uber.  
10

11 38. **Adequacy of Representation:** Dulberg is able to fairly and adequately protect the interests of  
12 the Class and has no interests adverse to the Class. At all relevant times, Dulberg and Class members  
13 are and have been similarly situated under the Agreement. The Class representative and his chosen  
14 attorneys are familiar with the subject matter of the lawsuit and have full knowledge of the allegations  
15 contained in this complaint, so as to be able to assist in its prosecution. In addition, the representative's  
16 attorneys are competent in the relevant areas of the law and have sufficient experience to vigorously  
17 represent the Class. Furthermore, the resources available to Class counsel ensure that the litigation will  
18 not be hampered by a lack of financial capacity. Dulberg's attorneys have sufficient financial resources  
19 and are willing to absorb the costs of the litigation.  
20

21 39. **Superiority:** Prosecution of separate actions by individual members of the Class would create a  
22 risk of inconsistent and/or varying adjudications with respect to the individual members of the Class.  
23 The losses, injuries, and damages are small, such that without class treatment, individual action by each  
24 Class member would be cost-prohibitive.  
25  
26  
27  
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1 40. **Ascertainability.** The Class members are readily ascertainable. For notice and other purposes  
2 related to this action, the number and identity of the Class members are determinable from Uber’s  
3 business records.

4 **CAUSES OF ACTION**

5 **COUNT I**  
6 **BREACH OF CONTRACT**

7 41. Dulberg incorporates by reference all the foregoing paragraphs as though fully set forth herein.

8 42. The Agreement and Service Fee Addendum apply to UberX, UberXL, and Uber Select. On  
9 information and belief, driver agreements for other Uber services, such as Uber Black and Uber SUV,  
10 contain substantially similar provisions.

11 43. On information and belief, prior versions of the Agreement and Service Fee Addendum contain  
12 similar provisions.

13 44. Dulberg and Uber executed the Agreement and Service Fee Addendum. Through these  
14 agreements, Uber procured the driving services of Dulberg and the Class. These driving services  
15 constitute adequate consideration and Dulberg and the Class have performed the driving services  
16 outlined in these agreements.  
17

18 45. Section 4.1 of the Agreement addresses the “Fare Calculation” and payment of drivers:

19 **Fare Calculation and Your Payment.** You are entitled to charge a fare for each instance of  
20 completed Transportation Services provided to a User that are obtained via the Uber Services  
21 (“*Fare*”), where such Fare is calculated based upon a base fare amount plus distance (as  
22 determined by Company using location-based services enabled through the Device) and/or time  
23 amounts, as detailed at [www.uber.com/cities](http://www.uber.com/cities) for the applicable Territory (“*Fare Calculation*”).  
24 You acknowledge and agree that the Fare provided under the Fare Calculation is the only  
25 payment you will receive in connection with the provision of Transportation Services, and that  
26 neither the Fare nor the Fare Calculation includes any gratuity. You are also entitled to charge  
27 User for any Tolls, taxes or fees incurred during the provision of Transportation Services, if  
28 applicable. You: (i) appoint Company as your limited payment collection agent solely for the  
purpose of accepting the Fare, applicable Tolls and, depending on the region and/or if requested  
by you, applicable taxes and fees from the User on your behalf via the payment processing  
functionality facilitated by the Uber Services; and (ii) agree that payment made by User to  
Company (or to an Affiliate of Company acting as an agent of Company) shall be considered the  
same as payment made directly by User to you. In addition, the parties acknowledge and agree

1 that as between you and Company, the Fare is a recommended amount, and the primary purpose  
2 of the pre-arranged Fare is to act as the default amount in the event you do not negotiate a  
3 different amount. You shall always have the right to: (i) charge a fare that is less than the pre-  
4 arranged Fare; or (ii) negotiate, at your request, a Fare that is lower than the prearranged Fare  
5 (each of (i) and (ii) herein, a “*Negotiated Fare*”). Company shall consider all such requests from  
6 you in good faith. Company agrees to remit, or cause to be remitted, to you on at least a weekly  
7 basis: (a) the Fare less the applicable Service Fee; (b) the Tolls; and (c) depending on the region,  
8 certain taxes and ancillary fees. If you have separately agreed that other amounts may be  
9 deducted from the Fare prior to remittance to you (*e.g.*, vehicle financing payments, lease  
10 payments, mobile device usage charges, etc.), the order of any such deductions from the Fare  
11 shall be determined exclusively by Company (as between you and Company).

12 46. Section 4.4 of the Agreement governs the “Service Fee” that Uber charges drivers: “In  
13 consideration of Company’s provision of the Driver App and the Uber Services for your use and  
14 benefit hereunder, **you agree to pay Company a service fee on a per Transportation Services  
15 transaction basis calculated as a percentage of the Fare determined by the Fare Calculation[.]”  
16 (emphasis added).**

17 47. Nothing in the Agreement allows Uber to collect its Service Fee based on anything except the  
18 Fare determined by the Fare Calculation.

19 48. Nothing in the Agreement allows Uber to collect its Service Fee based on “Surge.”

20 49. Nothing in the Agreement allows Uber to collect its Service Fee based on “Boost.”

21 50. Dulberg’s Service Fee Addendum states that the Service Fee for Uber X drivers who started  
22 prior to November 23, 2015, is 20% of the Fare determined by the Fare Calculation. The Service Fee  
23 for Uber Select drivers is 28% of the Fare determined by the Fare Calculation.

24 51. During times of increased demand, a passenger sometimes has a separate charge called “Surge,”  
25 which is when Uber applies a multiplier to the Fare determined by the Fare Calculation in the  
26 Agreement. “Surge” is in addition to the Fare determined by the Fare Calculation and appears as a  
27 completely separate entry on billing/payment statements from the Fare.

28 52. Uber also sometimes forecasts increased demand and applies a “Boost” multiplier ahead of time  
to whatever the Fare determined by the Fare Calculation will be. Unlike “Surge,” which the passenger

1 pays, Uber pays “Boost.” “Boost” is in addition to the Fare determined by the Fare Calculation and  
2 appears as a completely separate entry on billing/payment statements from the Fare.

3 53. When there is “Surge” and/or “Boost,” as provided in the examples above, instead of  
4 deducting its Service Fee from only the Fare determined by the Fare Calculation, as the Agreement  
5 requires, Uber also takes its Service Fee out of “Surge” and/or “Boost.” This practice breaches the  
6 Agreement, which, again, requires Uber to deduct its Service Fee from only the Fare determined by the  
7 Fare Calculation.

8 54. On information and belief, Uber has done the exact same thing with regard to Uber X, Uber  
9 XL, Uber Select, Uber SUV, and Uber Black.

10 55. As a direct, proximate, and foreseeable result of Uber’s breaches of the Agreement and Service  
11 Fee Addendum, Dulberg and the Class have been damaged.

12  
13 **REQUEST FOR RELIEF**

14 **WHEREFORE**, Dulberg, individually and on behalf of the proposed Class, requests relief against  
15 Uber as follows:

- 16 a. An award of damages, in an amount to be determined at trial;  
17 b. Reasonable attorneys’ fees and costs of this action;  
18 c. Pre-judgment and post-judgment interest as provided by law; and  
19 d. Such other and further relief that the Court may deem just and proper.

20  
21 **JURY DEMAND**

22 Dulberg, on behalf of himself and the proposed Class, demands a trial by jury on all claims so  
23 triable.

Dated: March 14, 2018

Respectfully submitted,

NAPOLI SHKOLNIK PLLC

/s/ Jennifer Liakos

Jennifer Liakos

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Paul B. Maslo (*pro hac* forthcoming)

Andrew J. Dressel (*pro hac* forthcoming)

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*Counsel for Plaintiff*

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JS-CAND 44 (Rev. 06/17)

**CIVIL COVER SHEET**

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

**I. (a) PLAINTIFFS**  
 Martin Dulberg, individually,  
 and on behalf of all others similarly-situated

**(b) County of Residence of First Listed Plaintiff** Wake County, NC  
 (EXCEPT IN U.S. PLAINTIFF CASES)

**(c) Attorneys (Firm Name, Address, and Telephone Number)**  
 Napoli Shkolnik PLLC c/o Jennifer Liakos (SBN 207487)  
 525 South Douglas Street, Suite 260  
 Elsegindo, CA 90245 Tele: (310) 331-8224

**DEFENDANTS**  
 Uber Technologies, Inc., and Rasier, LLC

County of Residence of First Listed Defendant  
 (IN U.S. PLAINTIFF CASES ONLY)

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

Attorneys (If Known)

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

1 U.S. Government Plaintiff  3 Federal Question (U.S. Government Not a Party)

2 U.S. Government Defendant  4 Diversity (Indicate Citizenship of Parties in Item III)

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

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

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

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
110 Insurance	<b>PERSONAL INJURY</b> 310 Airplane 315 Airplane Product Liability 320 Assault, Libel & Slander 330 Federal Employers' Liability 340 Marine 345 Marine Product Liability 350 Motor Vehicle 355 Motor Vehicle Product Liability 360 Other Personal Injury 362 Personal Injury -Medical Malpractice	<b>PERSONAL INJURY</b> 365 Personal Injury - Product Liability 367 Health Care/ Pharmaceutical Personal Injury Product Liability 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> 370 Other Fraud 371 Truth in Lending 380 Other Personal Property Damage 385 Property Damage Product Liability	625 Drug Related Seizure of Property 21 USC § 881 690 Other <b>LABOR</b> 710 Fair Labor Standards Act 720 Labor/Management Relations 740 Railway Labor Act 751 Family and Medical Leave Act 790 Other Labor Litigation 791 Employee Retirement Income Security Act <b>IMMIGRATION</b> 462 Naturalization Application 465 Other Immigration Actions	422 Appeal 28 USC § 158 423 Withdrawal 28 USC § 157 <b>PROPERTY RIGHTS</b> 820 Copyrights 830 Patent 835 Patent-Abbreviated New Drug Application 840 Trademark <b>SOCIAL SECURITY</b> 861 HIA (1395ff) 862 Black Lung (923) 863 DIWC/DIWW (405(g)) 864 SSID Title XVI 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> 870 Taxes (U.S. Plaintiff or Defendant) 871 IRS-Third Party 26 USC § 7609	375 False Claims Act 376 Qui Tam (31 USC § 3729(a)) 400 State Reapportionment 410 Antitrust 430 Banks and Banking 450 Commerce 460 Deportation 470 Racketeer Influenced & Corrupt Organizations 480 Consumer Credit 490 Cable/Sat TV 850 Securities/Commodities/Exchange 890 Other Statutory Actions 891 Agricultural Acts 893 Environmental Matters 895 Freedom of Information Act 896 Arbitration 899 Administrative Procedure Act/Review or Appeal of Agency Decision 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> 210 Land Condemnation 220 Foreclosure 230 Rent Lease & Ejectment 240 Torts to Land 245 Tort Product Liability 290 All Other Real Property	<b>CIVIL RIGHTS</b> 440 Other Civil Rights 441 Voting 442 Employment 443 Housing/Accommodations 445 Amer. w/Disabilities-Employment 446 Amer. w/Disabilities-Other 448 Education	<b>PRISONER PETITIONS</b> <b>HABEAS CORPUS</b> 463 Alien Detainee 510 Motions to Vacate Sentence 530 General 535 Death Penalty <b>OTHER</b> 540 Mandamus & Other 550 Civil Rights 555 Prison Condition 560 Civil Detainee-Conditions of Confinement			

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

1 Original Proceeding  2 Removed from State Court  3 Remanded from Appellate Court  4 Reinstated or Reopened  5 Transferred from Another District (specify)  6 Multidistrict Litigation-Transfer  8 Multidistrict Litigation-Direct File

**VI. CAUSE OF ACTION** Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
 28 U.S.C. 1332 (a) and (d)  
 Brief description of cause:  
 Breach of Contract

**VII. REQUESTED IN COMPLAINT:**  CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, Fed. R. Civ. P. **DEMAND \$** **CHECK YES only if demanded in complaint:**  
**JURY DEMAND:**  Yes  No

**VIII. RELATED CASE(S), IF ANY** (See instructions): **JUDGE** William Alsup **DOCKET NUMBER** 3:17-cv-00850

**IX. DIVISIONAL ASSIGNMENT (Civil Local Rule 3-2)**  
 (Place an "X" in One Box Only)  SAN FRANCISCO/OAKLAND  SAN JOSE  EUREKA-MCKINLEYVILLE

**DATE** 3/14/18 **SIGNATURE OF ATTORNEY OF RECORD** Jennifer Liakos

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Northern District of California

MARTIN DULBERG, individually, and on behalf of all others similarly-situated,

Plaintiff(s)

v.

UBER TECHNOLOGIES, INC., and RASIER, LLC

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Rasier, LLC
1455 Market Street
San Francisco, CA 94103

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Napoli Shkolnik PLLC
Attn. Jennifer Liakos
525 South Douglas Street, Suite 260
Elsegundo, CA 90245

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk



Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
was received by me on *(date)* \_\_\_\_\_.

I personally served the summons on the individual at *(place)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_; or

I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
\_\_\_\_\_, a person of suitable age and discretion who resides there,  
on *(date)* \_\_\_\_\_, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* \_\_\_\_\_, who is  
designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_; or

I returned the summons unexecuted because \_\_\_\_\_; or

Other *(specify)*:

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0.00 \_\_\_\_\_.

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Northern District of California

MARTIN DULBERG, individually, and on behalf of all others similarly-situated,

Plaintiff(s)

v.

UBER TECHNOLOGIES, INC., and RASIER, LLC

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Uber Technologies, Inc. 1455 Market Street San Francisco, CA 94103

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are: Napoli Shkolnik PLLC Attn. Jennifer Liakos 525 South Douglas Street, Suite 260 Elsegundo, CA 90245

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: \_\_\_\_\_

Signature of Clerk or Deputy Clerk

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

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was received by me on *(date)* \_\_\_\_\_.

I personally served the summons on the individual at *(place)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
\_\_\_\_\_, a person of suitable age and discretion who resides there,  
on *(date)* \_\_\_\_\_, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* \_\_\_\_\_, who is  
designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I returned the summons unexecuted because \_\_\_\_\_ ; or

Other *(specify)*:

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0.00 \_\_\_\_\_.

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Class Action Alleges Uber Double Deducts Service Fee from Rider's Fare and 'Surge,' 'Boost' Charge](#)

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