

**UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF WISCONSIN**

THOMAS LEFFLER, Individually and on Behalf of All Others Similarly Situated,	)	Case No.: 18-cv-13
	)	
Plaintiff,	)	<b>CLASS ACTION COMPLAINT</b>
v.	)	
	)	
UBER TECHNOLOGIES, INC., UBER USA, LLC, and RAISER, LLC,	)	<b>Jury Trial Demanded</b>
	)	
Defendants.	)	
<hr style="border: 0.5px solid black;"/>		

**INTRODUCTION**

1. This class action seeks redress for negligence, intentional misrepresentation, breach of contract, breach of the implied covenant of good faith and fair dealing, and unjust enrichment.

**JURISDICTION AND VENUE**

2. The Court has jurisdiction over Plaintiff's claims under 28 U.S.C. § 1332(d)(2), because (a) there are 100 or more Class members, (b) at least one Class member is a citizen of a state that is diverse from Defendants' citizenship, and (c) the matter in controversy exceeds \$5,000,000, exclusive of interest and costs.

3. The Court has personal jurisdiction over Defendant because Plaintiff's claims arise out of Defendant's contacts with Wisconsin.

4. Venue is proper in this District under 28 U.S.C. §§ 1391(b)(2) because a substantial part of the events and omissions giving rise to the claims emanated from activities within this District.

**PARTIES**

5. Plaintiff Thomas Leffler is an individual who resides in the Western District of Wisconsin (Dane County).

6. Defendant Uber Technologies, Inc. (“Uber”) is a Delaware corporation headquartered in San Francisco, California.

7. Defendant Uber USA, LLC is an affiliate of Uber Technologies, Inc. and is a Delaware limited liability company with its principal place of business in San Francisco, California.

8. Defendant Rasier, LLC is an affiliate of Uber Technologies, Inc. and is a California limited liability company with its principal place of business in San Francisco, California.

**FACTS**

9. Defendant Uber Technologies, Inc. is a global ride share company operating in more than 600 cities worldwide.

10. Around October of 2016, hackers accessed Uber user data stored on a third-party cloud-based service (“Security Breach”). The Security Breach disclosed the personal information of approximately 600,000 drivers (including license information); and names, email addresses, and private cell phone numbers for 57 million customers (“Private Information”).

11. Upon information and belief, rather than comply with its obligations to disclose such breaches and inform the public and regulators of what occurred, Uber paid the hackers behind the breach \$100,000 in exchange for the criminals’ silence and assurance that they would delete the data. Uber covered up the payment by calling it a bug bounty, a legitimate payment to

third parties to stress test the security of their systems. Uber continued to fail to inform affected consumers of the Security Breach for more than one year.

12. Uber ultimately disclosed the Security Breach to the public on November 21, 2017. On November 22, 2017 Uber also filed a notice of the Security Breach with the Wisconsin Department of Agriculture, Trade & Consumer Protection.

13. The Security Breach was not the first evidence of Uber's disregard for customer privacy. On November 19, 2014, Uber founder Travis Kalanick received a letter from Senator Al Franken stating that Uber had a "troubling disregard for customer privacy" and that "it appears that on prior occasions [Uber] has condoned use of customers' data for questionable purposes."

14. On February 27, 2015, Uber announced that it suffered a data breach nine months previous, including the names and license plate numbers for approximately 50,000 drivers. Uber waited more than five months after discovering this breach to notify the people affected.

15. In August of 2017, Uber entered into a settlement with the Federal Trade Commission admitting to making false claims about the privacy of consumer data and to maintaining inadequate safeguards to protect consumer data.

16. Plaintiff has been a user of Uber's services since about September of 2014.

17. On information and belief, Plaintiff's cell phone number, name, and email address were compromised in the Security Breach.

18. Private Information is a valuable commodity to identity thieves. Once the information has been compromised, criminals often trade the information on the "cyber black-market" for a number of years. As a result of recent large-scale data breaches, identity thieves and cyber criminals have openly posted stolen private information directly on various Internet websites, making the information publicly available.

19. The value of Plaintiff's and Class members' Private Information on the black market is substantial. By way of the Security Breach, Uber has deprived Plaintiff and Class members of the substantial value of their Private Information and opened Uber users and their private phone numbers to nefarious elements of society and their disruptive tactics, including unwanted phone calls.

20. Uber's conduct demonstrates a willful and conscious disregard for consumer privacy. The Security Breach has exposed the private information of Plaintiff and approximately 57 million other users of Uber's service. Rather than take steps to inform the public of what occurred, Uber allegedly paid criminals in an effort to conceal the Security Breach.

#### **COUNT I - NEGLIGENCE**

21. Plaintiff incorporates by reference as if fully set forth herein the allegations contained in the preceding paragraphs of this Complaint.

22. Defendant owed to Plaintiff and the other Class members a duty to exercise reasonable care in handling and using personal information in its care and custody, including implementing industry-standard security procedures sufficient to reasonably protect the information from theft or unauthorized use and detect attempts at unauthorized access.

23. Additionally, under Wis. Stat. § 134.98, Defendant owed to Plaintiff and the other Class members a duty to notify them within a reasonable timeframe of any breach to the security of their personal information.

24. Defendant owed these duties to Plaintiff and the other Class members because Plaintiffs and the other Class members are a well-defined, foreseeable, and probable class of individuals whom Defendant should have been aware could be injured by Defendant's inadequate security protocols. Defendant actively solicited Plaintiff and the other Class

members' personal information. Plaintiff and the other Class members were required to provide their personal information to Defendant in order to obtain services, and Defendant retained the information throughout the Plaintiffs' and other Class members' use of Defendant's services.

25. The risk that unauthorized persons would attempt to gain access to the personal information was foreseeable. As an aggregator of vast amounts of consumer data, it was inevitable that unauthorized individuals would attempt to access Defendant's databases of personal information. Such information is valuable, and numerous instances of criminal attempts to access this kind of information have been publicized. In fact, Defendant has been targeted successfully in the past by such attempts. Defendant knew, or should have known, the risk in obtaining, using, handling, and storing the personal information of Plaintiff and the other Class members, and the importance of exercising reasonable care in handling it.

26. Defendant also owed a duty to timely and accurately disclose to Plaintiff and the other Class members the scope, nature, and occurrence of the Security Breach. This duty was required and necessary in order for Plaintiff and the other Class members to take appropriate measures to protect their information, to be vigilant in the face of an increased risk of harm, and to take other necessary steps in an effort to mitigate the harm caused by the Security Breach.

27. Defendant breached its duties by failing to exercise reasonable care in handling and securing the personal information of Plaintiff and the other Class members, which proximately caused the Security Breach and Plaintiff's and the other Class members' injuries.

28. Defendant breached its duties by failing to provide timely and accurate notice of the Security Breach to Plaintiff and the other Class members, which proximately caused and exacerbated the Security Breach, and Plaintiff's and the other Class members' injuries.

29. Defendant's failures and negligence proximately caused Plaintiff and other Class members to suffer the theft of their personal information by criminal actors and actual damages including the improper disclosure of their Private Information, lost benefit of their bargain, lost value of their Private Information, lost time and money incurred to mitigate and remediate the effects of the Security Breach and breach of common law duties to exercise reasonable care, including the increased risk of identity theft that resulted and continues to face them.

**COUNT II - INTENTIONAL MISREPRESENTATION**

30. Plaintiff incorporates by reference as if fully set forth herein the allegations contained in the preceding paragraphs of this Complaint.

31. Defendant knowingly made false and deceptive representations regarding its data security practices and policies, in its privacy statement and elsewhere, including enumerating specific uses and ways in which the information could be shared.

32. Defendant additionally knowingly made false and deceptive statements to cover up and conceal the Security Breach through knowing misrepresentations and omissions of material fact. Defendant knowingly misrepresented the ransom paid to the hackers, and falsely labeling it a bug bounty. Defendant omitted the material fact that the ransom was actually paid to hackers who had executed the Security Breach.

33. These knowing misrepresentations were intended to conceal and delay the notification of and the investigation into the Security Breach for more than a year in order to induce the public to enter into a contract for Defendant's services and/or increase consumption of Defendant's services.

34. As a result of Defendants false statements, Plaintiff and the other Class members continued to use Uber's services and have suffered additional pecuniary loss, including improper

disclosure of their Private Information, lost benefit of the bargain, lost value of their Private Information, lost time and money incurred to mitigate and remediate the effects of the Security Breach, including the increased risk of identity theft that resulted and continues to face them.

**COUNT III - BREACH OF CONTRACT**

35. Plaintiff incorporates by reference as if fully set forth herein the allegations contained in the preceding paragraphs of this Complaint.

36. Defendant entered into a contract with Plaintiff and the other Class members, which includes terms covering privacy and limiting the use and sharing of Plaintiff's and the other Class members' personal information.

37. Plaintiff and the other Class members bargained for an adequate level of security and reasonable care with respect to the use, storage, and sharing of their personal information.

38. Plaintiff and the other Class members performed their duties under the agreements.

39. Defendant violated the terms of the contract in the Security Breach by sharing Plaintiff's and the other Class members' personal information for unauthorized purposes, without first obtaining Plaintiff's or the other Class members' consent or anonymizing and/or aggregating the information in a form which cannot reasonably be used to identify them, and otherwise violating the terms of the contract.

40. Defendant violated the terms of the contract in the Security Breach by failing to take appropriate measures to protect Plaintiff's and the other Class members' personal information in accordance with its promises and representations. Defendant violated the agreement by failing to comply with applicable laws during the Security Breach regarding the access, correction, and/or deletion of personal data, and notification to affected persons.

41. Plaintiff and the other Class members have suffered actual damages including improper disclosure of their Private Information, lost benefit of the bargain, lost value of their Private Information, lost time and money incurred to mitigate and remediate the effects of the Security Breach, including the increased risk of identity theft that resulted and continues to face them.

**COUNT IV - BREACH OF IMPLIED COVENANT OF GOOD FAITH AND  
FAIR DEALING**

42. Plaintiff incorporates by reference as if fully set forth herein the allegations contained in the preceding paragraphs of this Complaint.

43. The law implies a covenant of good faith and fair dealing in every contract.

44. Defendant entered into a contract with Plaintiff and the other Class members, which includes terms covering privacy and limiting the use and sharing of Plaintiff's and the other Class members' personal information.

45. Plaintiff and the other Class members performed their duties under the agreements.

46. Defendant's unlawful and bad faith conduct, as described above, constitutes a breach of the implied covenant of good faith and fair dealing.

47. Plaintiff and the other Class members have suffered actual damages including improper disclosure of their Private Information, lost benefit of the bargain, lost value of their Private Information, lost time and money incurred to mitigate and remediate the effects of the Security Breach, including the increased risk of identity theft that resulted and continues to face them.



**COUNT V - UNJUST ENRICHMENT**

48. Plaintiff pleads this count in the alternative and incorporates by reference as if fully set forth herein the allegations contained in the preceding paragraphs of this Complaint.

49. Plaintiff and the other Class members conferred a monetary benefit on Defendant in the form of money paid for the purchase of services from Defendant.

50. Defendant appreciates or has knowledge of the benefits conferred directly upon them by Plaintiff and the other members of the Class.

51. Defendant knew about the Security Breach, its own deficiencies in security practices that caused it, and its own course of conduct in covering it up through false and misleading statements and omissions.

52. It would be inequitable for Defendant to retain these benefits.

53. There is no adequate remedy at law.

54. Plaintiff and the other Class members are therefore entitled to restitution, disgorgement, and imposition of a constructive trust.

**CLASS ALLEGATIONS**

55. Plaintiff brings this action on behalf of a Class, consisting of all natural persons in the United States whose private information was accessed by third parties in the October 2016 Uber data breach. Excluded from the Class are governmental entities, Defendants and their affiliates, parents, subsidiaries, employees, officers, agents, and directors. Also excluded is any judicial officer presiding over this matter and the members of their immediate families and judicial staff.

56. The Class is so numerous that joinder is impracticable. Upon information and belief, there are more than 50 members of the Class.

57. There are questions of law and fact common to the members of the class, which common questions predominate over any questions that affect only individual class members.

58. Plaintiff's claims are typical of the claims of the Class members. All are based on the same factual and legal theories.

59. Plaintiff will fairly and adequately represent the interests of the Class members. Plaintiff has retained counsel experienced in consumer credit and debt collection abuse cases.

60. A class action is superior to other alternative methods of adjudicating this dispute. Individual cases are not economically feasible.

#### **JURY DEMAND**

61. Plaintiff hereby demands a trial by jury.

#### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff requests that the Court enter judgment in favor of Plaintiff and the Class and against Defendants for:

- (a) actual damages;
- (b) statutory damages;
- (c) punitive damages;
- (d) injunctive relief;
- (e) attorneys' fees, litigation expenses and costs of suit; and
- (f) such other or further relief as the Court deems proper.

Dated: January 8, 2018

**ADEMI & O'REILLY, LLP**

By: /s/ Mark A. Eldridge  
Shpetim Ademi (SBN 1026973)  
John D. Blythin (SBN 1046105)  
Mark A. Eldridge (SBN 1089944)

3620 East Layton Avenue  
Cudahy, WI 53110  
(414) 482-8000  
(414) 482-8001 (fax)  
sademi@ademilaw.com  
jblythin@ademilaw.com  
meldridge@ademilaw.com

CIVIL COVER SHEET

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

I. (a) PLAINTIFFS

THOMAS LEFFLER

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

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

Ademi & O'Reilly, LLP, 3620 E. Layton Ave., Cudahy, WI 53110 (414) 482-8000-Telephone (414) 482-8001-Facsimile

DEFENDANTS

UBER TECHNOLOGIES, INC.; UBER USA, LLC; and RAISER, 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, 2 U.S. Government Defendant, 3 Federal Question (U.S. Government Not a Party), 4 Diversity (Indicate Citizenship of Parties in Item III)

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

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship and business location (Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation).

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

Large table with categories: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, TORTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

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. Brief description of cause: negligence, intentional misrepresentation, breach of contract, unjust enrichment

VII. REQUESTED IN COMPLAINT:

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

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE 01/08/2018 SIGNATURE OF ATTORNEY OF RECORD /s/ Mark A. Eldridge

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

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

### Authority For Civil Cover Sheet

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

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.  
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.  
 United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.  
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.  
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.  
 Original Proceedings. (1) Cases which originate in the United States district courts.  
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.  
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.  
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.  
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.  
 Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.  
 Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.  
**PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.  
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.  
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.
- Date and Attorney Signature.** Date and sign the civil cover sheet.

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

UNITED STATES DISTRICT COURT

for the

Western District of Wisconsin

THOMAS LEFFLER, Individually and on Behalf of
All Others Similarly Situated,

Plaintiff(s)

v.

UBER TECHNOLOGIES, INC., UBER USA, LLC,
and RAISER, LLC,

Defendant(s)

Civil Action No. 18-cv-13

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:

Mark A. Eldridge
Ademi & O'Reilly, LLP
3620 East Layton Avenue
Cudahy, WI 53110

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. 18-cv-13

**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:

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

UNITED STATES DISTRICT COURT

for the

Western District of Wisconsin

THOMAS LEFFLER, Individually and on Behalf of
All Others Similarly Situated,

Plaintiff(s)

v.

UBER TECHNOLOGIES, INC., UBER USA, LLC,
and RAISER, LLC,

Defendant(s)

Civil Action No. 18-cv-13

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) UBER USA, LLC
c/o C T CORPORATION SYSTEM
301 S. Bedford St. Suite 1
Madison , WI 53703

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:

Mark A. Eldridge
Ademi & O'Reilly, LLP
3620 East Layton Avenue
Cudahy, WI 53110

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. 18-cv-13

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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

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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:

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

UNITED STATES DISTRICT COURT

for the

Western District of Wisconsin

THOMAS LEFFLER, Individually and on Behalf of
All Others Similarly Situated,

Plaintiff(s)

v.

UBER TECHNOLOGIES, INC., UBER USA, LLC,
and RAISER, LLC,

Defendant(s)

Civil Action No. 18-cv-13

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) RAISER, LLC
1455 Market St, Suite 400
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:

Mark A. Eldridge
Ademi & O'Reilly, LLP
3620 East Layton Avenue
Cudahy, WI 53110

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. 18-cv-13

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\_\_\_\_\_ 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:

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# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Uber Facing Data Breach Class Action Lawsuit in Wisconsin](#)

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