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

IN RE UBER TECHNOLOGIES, INC.,
STOCKHOLDER DERIVATIVE
LITIGATION

CONSOLIDATED
Case No. 3:26-cv-06155-CRB

**VERIFIED CONSOLIDATED
STOCKHOLDER DERIVATIVE
COMPLAINT**

JURY TRIAL DEMANDED

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Co-Lead Plaintiffs Police and Fire Retirement System of the City of Detroit, Louisiana Sheriffs' Pension & Relief Fund, and Boynton Beach General Employees' Pension Plan and Additional Plaintiff Steamfitters Local 449 Pension Fund (collectively, "Plaintiffs"), by and through their undersigned counsel, bring this action derivatively on behalf of Nominal Defendant Uber Technologies, Inc. ("Uber" or the "Company"), against certain current and former members of Uber's Board of Directors (the "Board" or "Director Defendants") and executive officers ("Officer Defendants," and together with the Director Defendants, "Individual Defendants" or "Defendants"), seeking to remedy breaches of fiduciary duties, unjust enrichment, corporate waste, and violations of the federal securities laws. Plaintiffs make these allegations upon personal knowledge as to the facts of their ownership of Uber stock and upon information and belief as to all other matters, based upon an in-depth review by their counsel of: (i) documents obtained pursuant to 8 *Del. C.* § 220 ("Section 220") (the "220 Production"); (ii) public filings made by Uber and other related parties and non-parties with the U.S. Securities and Exchange Commission ("SEC"); (iii) press releases and other publications disseminated by the Company and other related non-parties; (iv) news articles, shareholder communications, and postings on Uber's website concerning the Company's public statements; (v) the proceedings in past and ongoing litigation and regulatory actions concerning the wrongdoing alleged herein; (vi) interviews with former Uber employees; and (vii) other publicly available information concerning Uber and the Defendants.

INTRODUCTION

1. For any corporate director of a business connecting millions of customers across the globe with drivers for their car service, ensuring that those drivers are not sexual predators is the very definition of a mission-critical obligation.

2. This stockholder derivative lawsuit seeks accountability from a board of directors that was consistently informed that many of their company's customers were being harassed, assaulted, or worse by the company's drivers. The magnitude of the problem cannot be overstated. On average, sexual assault or sexual misconduct was reported to the company every eight minutes.

3. The Board understands its obligation to implement reasonable driver vetting processes and related safety measures to protect its customers. The Board publicly and

1 misleadingly touted its “active oversight of safety” and assured the public that 99.9% of trips
2 “ended without any reported safety incident at all.” In truth, the Board refused to adopt reasonable
3 safety policies. The Board refused to correct known flaws in the limited policies it had previously
4 adopted. The Board acted disloyally and in bad faith by disregarding its fundamental obligations.

5 4. This case arises from the Board’s decade-long tolerance of a corporate culture that
6 placed growth above legal compliance and the safety of the Company’s own customers.

7 5. Nominal Defendant Uber became one of the most valuable transportation
8 companies in the world by treating growth as the only metric that mattered and legal compliance
9 as a cost to be avoided whenever possible. An internal presentation delivered at the Company’s
10 “Global Driver All Hands” in 2017 candidly memorialized this governing principle: “For years,
11 growth > everything else.”

12 6. Prioritizing growth over safety is not a relic of Uber’s early days that the
13 Company’s directors and officers have since abandoned. It is a pervasive operating logic that
14 Uber’s Board has tolerated for the past decade, and it has produced three distinct and avoidable
15 corporate traumas, each of which has caused the Company significant harm.

16 7. **First**, Uber drivers have engaged in widespread sexual assaults of the Company’s
17 riders, up to and including rape. No fewer than 4,588 actions are currently pending in multidistrict
18 litigation before this Court, and more than 500 additional cases are coordinated in California state
19 court. *See In re Uber Techs., Inc., Passenger Sexual Assault Litig.*, No. 3:23-md-03084-CRB
20 (N.D. Cal.) (the “MDL”).¹

21 8. These active cases represent only a small fraction of the reported incidents that
22 Uber’s directors and officers knew about in the ordinary course of business. Between 2017 and
23 2022, Uber received reports of sexual assault or sexual misconduct on 400,181 trips in the United
24 States—roughly one report every eight minutes. Yet Uber publicly disclosed only 12,522 of those
25 incidents in the U.S. Safety Reports (the “Safety Reports”) that it held out to the public as purported
26 proof of its transparency. [REDACTED]

27
28 ¹ Pending case statistics are as of September 1, 2026, according to the Judicial Panel on
Multidistrict Litigation.

1 [REDACTED] After August 2024, Uber stopped publishing
2 safety data altogether.

3 9. Uber knew where and when these assaults were concentrated—and it built a tool to
4 reduce them. By 2018, Uber’s own analysts had determined that assaults were concentrated in
5 late-night and weekend trips, near bars, involving intoxicated riders traveling alone. Uber built an
6 algorithm, known as “S-RAD,” that scored each driver-rider pairing for the risk of sexual assault
7 before the ride began, and its data scientists described the tool as potentially the Company’s most
8 effective intervention for preventing assaults.

9 10. Uber’s own data showed that using S-RAD to intervene on the top 10% of trips
10 would have captured roughly half of all reported serious sexual assaults. But Uber set the tool to
11 intervene on only the top 1.25% of trips to avoid what its own documentation called “hurting the
12 marketplace.” As a result, Uber’s internal safety analysis later concluded: “More high safety risk
13 plans got dispatched.”

14 11. Uber never told its riders that their trips were being scored for the risk of sexual
15 assault and never warned a rider when her trip was flagged. The first federal bellwether jury
16 awarded \$8.5 million to a woman who was raped during a trip that S-RAD had scored as elevated
17 risk; Uber neither reassigned the ride nor warned the passenger.

18 12. The same calculus governed every other safety measure that Uber’s senior
19 leadership considered. For example, Uber studied in-car cameras in 2017 and concluded that they
20 were feasible, cost-effective, and a deterrent to misconduct. But Uber declined to require cameras
21 because doing so would be costly and would suggest the kind of control over drivers that Uber
22 disclaims in order to preserve their independent-contractor status and avoid liability.

23 13. Despite billions of dollars in annual revenue, Uber declined to upgrade its contract
24 with its background-check vendor because the upgrades would cost \$16.8 million for existing
25 drivers and \$15.2 million per year thereafter.

26 14. The Company also refused to provide safety training to drivers, again to preserve
27 their independent-contractor status.
28

1 15. And Uber shelved for years a program allowing women riders to be matched with
2 women drivers, [REDACTED]

3 [REDACTED] Uber refused to implement this safety measure because senior leaders like Uber
4 Chief Executive Officer and director Defendant Dara Khosrowshahi prioritized “business health
5 [as] a serious concern” over safety and “didn’t have much of an appetite for risk” to the business.

6 16. When the Company received reports of sexual assault and sexual misconduct, Uber
7 concealed it. The Company’s Safety Reports omitted 16 of the 21 categories of sexual assault and
8 sexual misconduct based on Uber’s own taxonomies. Uber investigators were forbidden from
9 referring even confessed assaults to the police. Uber imposed draconian quotas on its investigators
10 that forced them to de-escalate and miscategorize safety incidents and to keep drivers on the app.
11 The Company’s head of safety communications boasted internally that he had “trashed rape
12 victims” to a national newspaper. And Uber’s Vice President responsible for safety captured the
13 Company’s posture in a single sentence: “Uber passengers, they ride Uber at their own risk.”

14 17. The Board knew. [REDACTED]
15 [REDACTED]
16 [REDACTED]
17 [REDACTED]

18 18. [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 [REDACTED]

22 19. [REDACTED]
23 [REDACTED]
24 [REDACTED]
25 [REDACTED] Multiple former employees
26
27
28

1 interviewed in Lead Counsel's² investigation confirmed this pressure to keep drivers on the
2 platform, even if they were repeat sexual offenders.

3 20. [REDACTED]
4 [REDACTED]
5 [REDACTED]
6 [REDACTED]

7 21. According to Uber's annual proxy statements, the Board held at least 69 meetings
8 between 2020 and 2025, yet Uber produced minutes or materials for just 29—and those records
9 reflect that [REDACTED]

10 [REDACTED] The Audit Committee
11 met 48 times, yet Uber produced only a single set of Audit Committee minutes, which were wholly
12 redacted.

13 22. [REDACTED]
14 [REDACTED]
15 [REDACTED]
16 [REDACTED]
17 [REDACTED]

18 23. **Second**, Uber has engaged in longstanding and unabated violations of the
19 Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 *et seq.* (the "ADA"), and its treatment
20 of disabled riders has followed the same course. In 2014, the National Federation of the Blind
21 ("NFB") filed a class action against Uber in this Court over its drivers' refusals to transport blind
22 riders with guide dogs, and the U.S. Department of Justice ("DOJ") filed a Statement of Interest
23 confirming that the ADA applies to Uber. To resolve that case, Uber agreed to require its drivers
24 to transport riders with service animals, to compensate the plaintiffs financially, and to accept a
25 court-appointed monitor for more than three years. From that point forward, Uber's directors and
26
27

28 ² "Lead Counsel" as used herein is defined as the firms of Scott+Scott Attorneys at Law LLP
and Bernstein Litowitz Berger & Grossman LLP.

1 officers were on notice that the ADA applied to Uber and that the Company was obligated to
2 comply with its requirements.

3 24. Uber's ADA violations nonetheless continued. Uber received more than 21,000
4 complaints of service-animal discrimination during the term of the NFB settlement alone—while
5 a court-appointed monitor was in place. Wheelchair-access suits followed in Chicago,
6 Washington, New York, the San Francisco Bay Area, Pittsburgh, and New Orleans.

7 25. In 2021, an arbitrator found Uber liable for 14 separate acts of discrimination
8 against a single blind rider, awarded roughly \$1.1 million, and rejected Uber's position that it bore
9 no responsibility for its drivers because they are independent contractors.

10 26. That same year, the DOJ sued Uber for charging disability-based wait-time fees,
11 and in 2022 Uber settled that action with multimillion-dollar payments and structural
12 commitments.

13 27. As Uber's own Annual Report concedes, the Company's "prior failure to prioritize
14 compliance has led to increased regulatory scrutiny globally."

15 28. None of this prompted a good faith response from the Board. A Plaintiffs' pre-
16 filing demand for Uber's books and records specifically sought Board- and committee-level
17 materials concerning ADA compliance. [REDACTED]

18 [REDACTED]

19 [REDACTED]

20 [REDACTED]

21 29. [REDACTED]

22 [REDACTED] The Director Defendants thus
23 failed to engage in the very forms of active corporate oversight that they had promised Uber's
24 stockholders in the Company's annual proxy statements when soliciting votes for their election to
25 the Board.

26 30. The consequences followed. On September 11, 2025, the DOJ filed a pattern-or-
27 practice enforcement action seeking \$125 million in damages, civil penalties, and court-ordered
28 training and monitoring. On March 5, 2026, this Court denied Uber's motion to dismiss in its

entirety, observing that every court to consider Uber’s argument that it is merely a technology company rather than a transportation company has “soundly rejected” it.

31. **Third**, Uber’s pattern of deceiving its own customers is not limited to safety issues. It has now culminated in the Company’s flagship subscription product, Uber One. Uber’s history of regulatory enforcement actions documents that pattern.

32. In 2017, Uber entered into its first consent order with the Federal Trade Commission (“FTC”) after misleading prospective drivers about how much they could earn.

33. In 2018, Uber entered into a second consent order with the FTC, this time for concealing a data breach affecting 57 million riders and drivers while the FTC was already investigating an earlier breach. That same concealment cost Uber a further \$148 million in a settlement with all 50 states. The 2018 order also required every Uber director to acknowledge in writing that the Company is bound not to deceive consumers.

34. Then, in December 2022, an Australian court penalized Uber A\$21 million for displaying a cancellation warning that Uber had known for years was false and had kept because correcting it might increase cancellations.

35. Thus, well before the FTC turned its attention to Uber One, Uber was a two-time FTC recidivist whose directors had personally acknowledged the Company’s obligation not to deceive consumers—and the Company had already been penalized abroad for the very type of deceptive cancellation practice at issue here.

36. Uber One continued the pattern. Launched in November 2021, Uber One is an automatically renewing subscription that, by September 2024, had enrolled 28.7 million members and generated roughly \$935 million in revenue.

37. By November 2023, Uber’s own internal documents conceded that disabling in-app cancellation in the 48 hours before each billing date “[r]esults in customer frustration due to lack of transparency.”³ Uber’s own research further showed that 85% of members who tried to cancel would not keep Uber One even at one dollar per month.

³ First Amended Complaint ¶76, *Fed. Trade Comm’n v. Uber Techs., Inc.*, 4:25-cv-03477-JST (N.D. Cal., Dec. 15, 2025), ECF No. 46 (quotations omitted).

1 38. In September 2024, the FTC—which had already sued Amazon over the Prime
2 cancellation flow—wrote to Uber directly about Uber One’s enrollment and cancellation practices.

3 39. [REDACTED]
4 [REDACTED]
5 [REDACTED]
6 [REDACTED]
7 [REDACTED]
8 [REDACTED]

9 40. On April 21, 2025, the FTC sued Uber in this District; 21 states and the District of
10 Columbia later joined. The complaint alleges that Uber enrolls consumers in Uber One without
11 their consent, bills them before the disclosed billing date, misrepresents the savings the program
12 delivers, and forces members who wish to cancel through a deliberately obstructive process that
13 removes the cancellation option in the 48 hours before billing.

14 41. On April 10, 2026, the Court sustained nearly every claim and held that the FTC
15 had adequately pleaded the knowledge required for civil penalties, citing Uber’s prior consent
16 orders. Uber’s answer was to promote Uber One more aggressively, announcing to investors four
17 weeks later that membership had passed 50 million.

18 42. Notably, the Board’s failures did not end in the boardroom. Each year, the Director
19 Defendants asked Uber’s stockholders to re-elect them and to approve the compensation of Uber’s
20 executives. And each year, they did so through proxy statements that described oversight functions
21 the Board was not performing and that contained material misstatements concerning each of these
22 pervasive compliance failures.

23 43. On safety, the 2024, 2025, and 2026 Proxy Statements (defined *infra*) represented
24 that the Board “is actively engaged in user safety,” and touted that this “is why safety is tied to our
25 Company values and is a performance metric included in our executive compensation program.”
26 The Board vehemently objected to a shareholder proposal calling for additional safety disclosures,
27 asserting in the 2024 Proxy Statement that the proposal was not “appropriate or necessary” due to
28 Uber’s “extensive reporting on our safety initiatives, goals and performance.” As purported

1 support for its position, the Board represented that “over 99.9%” of trips on Uber “are completed
2 without any reported safety incident at all,” a figure that relies on excluding most of Uber’s own
3 categories of sexual misconduct and a top-down directive to mis-categorize the severity of safety
4 incidents. Underscoring the materiality of safety oversight to investors, the 2026 Proxy Statement
5 went even further, adding a multi-page section touting the “Board of Directors’ Role in Safety
6 Oversight,” stating that “[t]he Board maintains active oversight of safety through regular reporting
7 to the full Board and its committees, embedding safety within the Company’s enterprise risk
8 management framework, aligning executive compensation with safety performance metrics, and
9 engaging with stockholders and independent advisors.”

10 44. On legal compliance generally, and ADA compliance in particular, the 2025 and
11 2026 Proxy Statements represented that the Board and its Audit Committee “oversee risk
12 management, including Uber’s compliance with applicable laws and regulations,” and that this
13 oversight “includes the review of any ongoing examinations by regulatory authorities and the
14 Company’s response.”

15 45. On consumer protection, the 2026 Proxy Statement represented that “management
16 escalates material matters to the Board as appropriate” and that “[a]t Uber, we do the right thing.
17 Period.”

18 46. Yet Uber’s own books and records show a Board that [REDACTED]
19 [REDACTED]
20 [REDACTED] Worse yet, there is no record of the Board reviewing [REDACTED]
21 [REDACTED]

22 47. The misstatements accomplished their purpose. Uber stockholders re-elected the
23 Director Defendants at each annual meeting and approved the compensation the proxies described,
24 and the directors collected their fees. Having secured their seats, the Director Defendants allowed
25 each of the problems described above to continue. Critical sexual assault rates rose. The DOJ
26 sued again over ADA violations. The FTC sued over Uber One.

27 48. Plaintiffs therefore bring five claims on Uber’s behalf. Count I alleges that the
28 Individual Defendants breached their fiduciary duties of care and loyalty by consciously

disregarding the red flags described herein and by causing or permitting Uber to violate the law in each of the three areas. Count II alleges that the Individual Defendants wasted corporate assets by causing Uber to pay safety-linked incentive compensation for improvements that did not occur. Count III alleges that the Individual Defendants were unjustly enriched by that compensation and by the director fees they secured through the Proxy Statements. Count IV alleges that the Director Defendants violated Section 14(a) of the Securities Exchange Act of 1934 (the “Exchange Act”) and SEC Rule 14a-9 by soliciting stockholder votes through the materially false and/or misleading 2024, 2025, and 2026 Proxy Statements. Count V seeks rescission under Section 29(b) of the Exchange Act of the compensation the Director Defendants obtained through those solicitations.

49. The Individual Defendants had the information, the authority, and the duty to respond in good faith to warnings of an impending corporate trauma. They chose growth instead, they made material misrepresentations to the Company’s stockholders, and Uber’s directors kept their Board seats. This action seeks to hold them accountable and to restore to Uber what their conduct has cost it.

PARTIES

I. PLAINTIFFS

50. Co-Lead Plaintiff Police and Fire Retirement System of the City of Detroit (“Detroit”) is a public pension system that provides retirement benefits to police officers and firefighters of the City of Detroit, Michigan. Detroit has been a stockholder of Uber since at least 2019 and has continuously held Uber shares since then. Detroit will continue to hold Uber shares throughout the pendency of this action. Detroit will fairly and adequately represent the interests of Uber and its shareholders in enforcing the rights of the Company.

51. Co-Lead Plaintiff Louisiana Sheriffs’ Pension & Relief Fund (“Louisiana Sheriffs”) is a public pension fund that provides pension and other benefits for sheriffs, deputy sheriffs, and tax collectors in the State of Louisiana. Louisiana Sheriffs manages assets for the benefit of these active and retired employees and their beneficiaries. Louisiana Sheriffs has been a stockholder of Uber since at least 2023 and has continuously held Uber shares since then. Louisiana Sheriffs will continue to hold Uber shares throughout the pendency of this action.

1 Louisiana Sheriffs will fairly and adequately represent the interests of Uber and its shareholders
2 in enforcing the rights of the Company.

3 52. Co-Lead Plaintiff Boynton Beach General Employees' Pension Plan ("Boynton
4 Beach") is a defined benefit pension fund covering all permanent, full-time general employees of
5 the City of Boynton Beach, Florida, other than police officers and firefighters. Boynton Beach has
6 been a stockholder of Uber since at least 2019 and has continuously held Uber shares since then.
7 Boynton Beach will continue to hold Uber shares throughout the pendency of this action. Boynton
8 Beach will fairly and adequately represent the interests of Uber and its shareholders in enforcing
9 the rights of the Company.

10 53. Additional Plaintiff Steamfitters Local 449 Pension Fund ("Steamfitters") is a
11 defined benefit pension fund providing benefits to steamfitters and skilled mechanical
12 professionals throughout Western Pennsylvania. Steamfitters has been a stockholder of Uber since
13 at least 2020 and has continuously held Uber shares since then. Steamfitters will continue to hold
14 Uber shares throughout the pendency of this action. Steamfitters will fairly and adequately
15 represent the interests of Uber and its shareholders in enforcing the rights of the Company.

16 **II. NOMINAL DEFENDANT**

17 54. Nominal Defendant Uber is a Delaware corporation with its principal executive
18 offices located at 1725 3rd Street, San Francisco, California 94158. The Company's common
19 stock trades on the New York Stock Exchange ("NYSE") under the ticker symbol "UBER."

20 **III. DIRECTOR DEFENDANTS**

21 55. Defendant Dara Khosrowshahi has been a director of Uber and its Chief Executive
22 Officer ("CEO") since September 2017.

23 56. Defendant Ronald Sugar has been a director of Uber and the Independent
24 Chairperson of the Board since July 2018.

25 57. Defendant Revathi Advaiti has been a director of Uber since July 2020. She serves
26 on the Audit Committee.

27 58. Defendant Turqi Alnowaiser has been a director of Uber since November 2023. He
28 serves on the Audit Committee.

59. Defendant Nikesh Arora has been a director of Uber since May 2025. He serves on the Nominating and Governance and Compensation Committees.

60. Defendant Ursula Burns has been a director of Uber since October 2017. She serves on the Audit and Nominating and Governance Committees.

61. Defendant Robert Eckert has been a director of Uber since March 2020. He serves as Chair of the Compensation Committee and serves on the Nominating and Governance Committee.

62. Defendant Amanda Ginsberg has been a director of Uber since February 2020. She serves on the Nominating and Governance and Compensation Committees.

63. Defendant John Thain has been a director of Uber since October 2017. He serves as Chair of the Audit Committee.

64. Defendant Alexander Wynaendts has been a director of Uber since March 2021. He serves on the Audit Committee.

65. Defendants Khosrowshahi, Sugar, Advaiti, Alnowaiser, Arora, Burns, Eckert, Ginsberg, Thain, and Wynaendts constitute all of the current members of Uber's Board and are collectively referred to herein as the "Director Defendants."

IV. OFFICER DEFENDANTS

66. Defendant Andrew Macdonald has served as Uber's President and Chief Operating Officer ("COO") since June 2025. Previously, he served as Senior Vice President, Head of Global Mobility from June 2019 to June 2025. Prior to that, he served in various management and regional roles from 2012 to 2019.

67. Defendant Balaji Krishnamurthy has served as Uber's Chief Financial Officer ("CFO") since February 2026. Previously, he served as Vice President, Strategic Finance from September 2023 to February 2026; as Senior Director, Strategic Finance from March 2023 to September 2023; and as Head of Investor Relations from December 2020 to March 2023.

68. Defendant Prashanth Mahendra-Rajah served as Uber's CFO from November 2023 until February 2026.

69. Defendants Khosrowshahi, Macdonald, Krishnamurthy, and Mahendra-Rajah are sometimes referred to collectively herein as “Officer Defendants.”

70. The Director Defendants and Officer Defendants are collectively referred to herein as the “Individual Defendants” or “Defendants.”

JURISDICTION

71. Jurisdiction lies pursuant to 28 U.S.C. § 1331. The claims asserted herein arise under §§ 14(a) and 29(b) of the Exchange Act, 15 U.S.C. §§ 78n(a), 78cc(b), and Rule 14a-9, 17 C.F.R. § 240.14a-9, promulgated thereunder. This Court has supplemental jurisdiction pursuant to 28 U.S.C. § 1367 as to the state law claims alleged, as they arise out of the same transactions and occurrences as the federal claims.

72. In connection with the wrongdoing complained of herein, Defendants used the means and instrumentalities of interstate commerce, the U.S. mail, and the facilities of the national securities markets.

73. This action is not a collusive one to confer jurisdiction on a court of the United States that it would not otherwise have.

74. This Court has personal jurisdiction over each of the Defendants named herein because each Defendant is either a corporation incorporated, maintaining its principal executive offices, and operating in this District, or is an individual who maintains a place of business in this District or has sufficient minimum contacts with this District so as to render the exercise of jurisdiction by this Court permissible under traditional notions of fair play and substantial justice. Further, the Individual Defendants conducted much of the wrongdoing complained of herein in this District.

75. Venue is proper in this District pursuant to Section 27 of the Exchange Act, 15 U.S.C. § 78aa, as well as 28 U.S.C. § 1391(b). Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b) because: (i) Uber is headquartered in, and therefore is a resident of, the State of California; (ii) one or more of the Individual Defendants either resides or maintains executive offices in this District; (iii) a substantial portion of the transactions and wrongs complained of herein, including the Individual Defendants’ primary participation in the wrongful acts detailed

1 herein in violation of fiduciary duties owed to Uber and its shareholders, occurred in this District;
2 and (iv) the Individual Defendants have received substantial compensation in this District by doing
3 business here and engaging in numerous activities that had an effect in this District.

4 76. This action seeks liability against the Individual Defendants under the Exchange
5 Act. Article VII of Uber's Amended and Restated Certificate of Incorporation, as adopted on May
6 6, 2024, designates the Delaware Court of Chancery as the forum for certain intracorporate
7 disputes, but provides: "This Article VII shall not apply to suits brought to enforce a duty or
8 liability created by the Securities Exchange Act of 1934, as amended, or any other claim for which
9 the federal courts have exclusive jurisdiction."

10 77. **Divisional Assignment:** This action should be assigned to the San Francisco
11 Division of this Court under Local Rule 3-2(d), as the Company is headquartered in San Francisco
12 County, California.

13 SUBSTANTIVE ALLEGATIONS

14 78. This action arises from the Board's bad faith failure to take any tangible action in
15 response to red flags to remediate significant and widespread instances of sexual assault and sexual
16 misconduct on Uber's platform, ADA violations, and deceptive pricing imposed by Uber One. For
17 years, the Individual Defendants knew that Uber received reports of sexual assault and sexual
18 misconduct at alarming rates yet utterly failed to ensure proper safety controls existed and
19 functioned. The Individual Defendants similarly ignored clear warnings concerning Uber's
20 violations of the ADA, and the Board never so much as discussed whether Uber should take any
21 remedial actions. The Individual Defendants further disregarded the warnings concerning Uber
22 One's deceptive pricing, enrollment, and cancellation practices, which have been the subject of
23 global litigation.

24 79. Each failure breached the Individual Defendants' fiduciary duty of oversight under
25 *Caremark*. Meanwhile, the Director Defendants solicited votes through proxy statements that
26 misleadingly portrayed the Board's oversight as robust, including representations concerning
27 actions that the Board and the Audit Committee never took, thereby violating Section 14(a) of the
28 Exchange Act.

I. UBER’S HISTORY OF PASSENGER SEXUAL ASSAULTS: A DECADE OF RED FLAGS CULMINATING IN THE MDL BELLWETHER VERDICTS

A. Uber’s Ride-Share and Delivery Business Classifies Drivers as “Independent Contractors”

80. Most of Uber’s revenue comes from two business segments. The first is “Mobility,” which encompasses Uber’s ridesharing service. The second is “Delivery,” consisting primarily of the Uber Eats app, which offers consumers delivery of groceries, alcohol, convenience items, and other retail goods.⁴

81. Mobility—the ridesharing business at the center of this action—has historically been Uber’s largest segment, accounting for 57% of the Company’s revenues in both 2024 and 2025.

82. Uber also offers a cross-platform membership program, Uber One, which gives members centralized access to both Mobility and Delivery services. As of December 31, 2025, Uber One counted 46 million members—a substantial engine of recurring revenue.

83. Uber’s ridesharing business operates through a smartphone application that connects passengers with drivers. When a rider requests a trip, Uber matches the rider with a nearby driver, sets the pick-up and drop-off locations, determines the driver’s compensation, and directs the route the driver should take. Uber processes all payments from customers. Any refunds come from Uber, not the driver.

84. The rider depends entirely on Uber for the transaction: when a car arrives, the rider knows only the driver’s first name, the vehicle’s license plate, and a star rating—there are no written reviews, no complaint history, and no warning of any kind about the stranger into whose car the rider is about to step.

85. As a result, the rider must rely almost entirely on Uber’s representations that the ride and driver being provided are safe. In its own marketing, Uber encourages exactly that reliance: it makes no attempt to describe its drivers as independent, instead presenting each ride as

⁴ A third segment, Freight, accounts for less than 10% of revenues.

1 a ride with Uber itself and trading on messages of safety, consistency, and reliability to attract and
2 retain customers.

3 86. Uber does not, however, treat the individuals who drive the cars as its employees.
4 It classifies them as independent contractors as part of a years-long lobbying campaign at every
5 level of government to preserve that classification.

6 87. Uber's motivation is financial: treating drivers as contractors rather than employees
7 saves Uber enormous sums. Specifically, drivers' independent contractor status allows Uber to
8 avoid paying minimum wage, overtime, employee benefits, and compensation for rest breaks.

9 88. Uber also routinely invokes the independent contractor classification of its drivers
10 as the basis for its position that it bears no legal responsibility when its drivers harm customers.

11 89. As part of its effort to avoid legal responsibility for its drivers' actions, Uber takes
12 deliberate steps to decline to assert control over its drivers. For example, Uber limits the extent to
13 which it disciplines drivers for misconduct, and it provides minimal, if any, training to its drivers.

14 90. However, Uber exercises pervasive control over the driver relationship from start
15 to finish. Uber determines what background checks are conducted, sets the criteria for admitting
16 and removing drivers from the platform, decides what information about each driver to share with
17 passengers, and even supplies drivers with decals and other insignia bearing the Uber brand.

18 91. Uber controls nearly every aspect of a driver's engagement with the platform while
19 disclaiming responsibility for what happens in the cars it provides.

20 **B. Multiple Public Scandals Undermine Uber's Prospects for Success**

21 92. Uber has a well-documented culture of lawbreaking and reckless disregard for
22 public safety. Under co-founder and former CEO Travis Kalanick ("Kalanick"), one executive
23 later described the Company's internal environment as a "cowboy culture, no governance,
24 improper compliance controls."

25 93. As another example of Uber's lawless culture, in 2014, Uber's head of global
26 communications admitted in writing, "sometimes we have problems because, well, we're just . . .
27
28

1 illegal.”⁵ Uber executives characterized their evasion of local taxi-licensing laws as “extremely
 2 strategic” to the Company’s “ability to scale the business,” referred to Uber employees as “pirates,”
 3 and spoke openly of the Company’s “other than legal status.”⁶ The Company instructed employees
 4 to “[e]mbrace the chaos,” because “[i]t means you’re doing something meaningful.”⁷

5 94. Uber treated the law as an obstacle to be maneuvered around rather than a rule to
 6 obey, and it built tools to do precisely that. As Uber’s unlicensed ride-hailing model—operated in
 7 Europe under the “UberPop” brand—drew intensifying scrutiny, police and regulators in at least
 8 six countries raided its offices to gather evidence that could be used to shut down the service,
 9 impound vehicles, or prosecute drivers. These authorities included France’s competition regulator
 10 (the DGCCRF) and its “Boers” anti-fraud police unit, Belgian police, and the Dutch transport
 11 inspectorate (the ILT).

12 95. Those authorities, in investigations in the 2010s, sought the very data that would
 13 prove Uber’s culpability—records identifying its drivers and documenting its operations. Uber
 14 deliberately held much of this data on servers in the United States, beyond the immediate reach of
 15 foreign authorities.

16 96. Rather than comply with its legal obligations, Uber engineered a system to keep
 17 that evidence out of investigators’ hands. It developed what employees called a “kill switch”⁸—a
 18 mechanism to instantly sever office computers’ access to Uber’s centralized files, so that regulators
 19 who seized devices during a raid would find them reset or blacked out.

22 ⁵ Johana Bhuiyan & Dan Milmo, *‘Embrace the chaos’: a history of Uber’s rapid expansion*
 23 *and fall from favour*, THE GUARDIAN (July 15, 2022),
 24 <https://www.theguardian.com/news/2022/jul/15/embrace-the-chaos-a-history-of-ubers-rapid-expansion-and-fall-from-favour>.

25 ⁶ Harry Davies, et al., *Uber broke laws, duped police and secretly lobbied governments, leak*
 26 *reveals*, THE GUARDIAN (July 11, 2022), <https://www.theguardian.com/news/2022/jul/10/uber-files-leak-reveals-global-lobbying-campaign>.

27 ⁷ *Embrace the chaos*, *supra* note 5.

28 ⁸ Rob Davies & Simon Goodley, *Uber bosses told staff to use ‘kill switch’ during raids to*
stop police seeing data, THE GUARDIAN (July 10, 2022),
<https://www.theguardian.com/news/2022/jul/10/uber-bosses-told-staff-use-kill-switch-raids-stop-police-seeing-data>.

1 97. Uber institutionalized the practice, distributing a detailed “Dawn Raid Manual”—
2 more than 2,600 words across 66 bullet points—that instructed staff to stall and misdirect
3 regulators. For example, Uber directed its staff to “[m]ove the Regulators into a meeting room
4 that does not contain any files” and to “[n]ever leave the Regulators alone.”⁹

5 98. Employees would also slow-walk the regulators, referred to internally as
6 “unexpected visitors,” long enough for headquarters in San Francisco to trigger the “kill switch”
7 before investigators could reach anything of substance.¹⁰

8 99. This obstruction reached the highest levels of the Company. During an April 2015
9 raid on Uber’s Amsterdam office—its European headquarters—by the Dutch transport authority,
10 Kalanick personally ordered, “Please hit the kill switch ASAP,” directing that “[a]ccess must be
11 shut down in [Amsterdam].”¹¹

12 100. The Company deployed its kill switch at least a dozen times across France, the
13 Netherlands, Belgium, India, Hungary, and Romania, with senior leaders repeatedly issuing the
14 order as raids were underway.

15 101. Deploying the switch after regulators had already presented legal process, such as
16 warrants, was potentially illegal and prompted prosecutors in several jurisdictions to examine
17 whether Uber had obstructed justice.

18 102. Uber also used “geofencing” technology and its “Greyball” program—known
19 internally as a “Fake View”—to identify suspected regulators and either display “ghost” cars that
20 did not exist or falsely indicate that no cars were available.

21 103. These were systematic, company-wide practices designed to conceal Uber’s actions
22 from regulators and avoid regulatory oversight.

26 ⁹ Faiz Siddiqui & Joseph Menn, *‘Hit the kill switch’: Uber used covert tech to thwart*
27 *government raids*, WASH. POST (July 11, 2022),
<https://www.washingtonpost.com/technology/2022/07/10/uber-europe-raids-kill-switch>.

28 ¹⁰ *Id.*

¹¹ *Id.*

104. That same culture infected Uber’s safety representations. For years, Uber marketed itself on safety—charging riders a \$1 “safe rides fee,” claiming to conduct “industry leading” and “gold standard” background checks, and representing that it was “the safest ride on the road.”

105. In 2016, two settlements called these representations into serious question. Uber settled one case with a class of customers, and another with the San Francisco and Los Angeles district attorneys. The district attorneys had uncovered multiple instances in which Uber’s background checks failed to screen out convicted criminals. Further, the customer class had shown that Uber neglected standard background-check practices in the taxi industry, including collecting and verifying fingerprints and using “Live Scan” technology to obtain current criminal record information.

106. Uber renamed its “safe rides fee” a “booking fee,” agreed to stop claiming that its background checks were “gold standard” or “industry leading,” agreed to stop calling itself the “safest,” and agreed to payments and penalties totaling between \$38.5 million and \$53.5 million.

C. Uber Changes CEOs and Pays Lip Service to Compliance

107. In the wake of these scandals, Uber brought in a new CEO to convince the public that Uber had turned the page on its compliance failures.

108. Defendant Khosrowshahi became Uber’s CEO in September 2017 with a clear mandate: rehabilitate Uber’s image before the Company’s 2019 initial public offering (“IPO”).

109. Under Defendant Khosrowshahi, Uber adopted a less brazen public posture toward regulators and announced cosmetic changes to its compliance practices and workplace culture.

110. But the Company’s underlying priorities did not change. Uber continued to skimp on compliance, suppress complaints, and prioritize cost-cutting and profits over legal compliance and rider safety.

111. With the IPO approaching and the public watching, Defendants launched a sustained campaign to persuade investors, regulators, and riders that Uber had turned the page. The centerpiece of that campaign was Uber’s mantra that it “[s]tand[s] for safety,” which the Company adopted as a stated core value. Uber proclaimed that its “relentless pursuit to make Uber safer for everyone using our platform will continue to make us the industry leader for safety.”

1 112. Uber further held itself out as “the first company in the rideshare industry to publish
 2 a comprehensive safety report,” and represented that it continued “to evolve our approach to safety
 3 responsibly and to lead our industry in safety reporting.” These were not isolated statements. They
 4 were Uber’s formal message to the stock and consumer markets, repeated in public filings and
 5 periodic Safety Reports.

6 113. Uber repeatedly pointed to the Safety Reports as evidence of its leadership in rider
 7 safety and corporate transparency. Those reports became a centerpiece of Uber’s public safety
 8 narrative and the primary mechanism through which the Company communicated information
 9 concerning sexual assaults and other serious safety incidents to riders, regulators, investors, and
 10 the public.

11 114. Internally, however, Uber evaluated the release of its Safety Reports in substantial
 12 part through the lens of public relations. On December 6, 2019, while monitoring coverage of
 13 Uber’s first Safety Report, senior safety executive Gus Fuldner wrote that “[n]eutral is a win here”
 14 and that “[t]he stories are getting more positive.”¹² Uber personnel discussed whether the news
 15 cycle would last “2-3 day[s]” or a full week, while Fuldner described supportive nonprofit
 16 commentary as “cover” for a review of the Safety Report’s accuracy. When a nonprofit
 17 subsequently requested \$1 million, another Uber employee remarked: “Love the quid pro quo from
 18 these nonprofits.”¹³

19 115. [REDACTED]
 20 [REDACTED]
 21 [REDACTED]
 22 [REDACTED]¹⁴

23 116. [REDACTED]
 24 [REDACTED]
 25 [REDACTED]
 26 [REDACTED]

27 ¹² See Slack Message between Gus Fuldner and Sarfraz Maredia (Dec. 6, 2019), Ex. MDL_P-00394, at 2.

28 ¹³ *Id.*, at 6–7.

¹⁴ UBER-LOUISIANA-0000598–99; UBER-LOUISIANA-0000792.

1 [REDACTED]¹⁵ Uber told stockholders that this structure
 2 “reinforces accountability at the most senior levels” and “aligns executive incentives with Uber’s
 3 long-term safety strategy.”¹⁶

4 117. Defendant Khosrowshahi and other senior executives were incentivized to report,
 5 and did report, progress on safety metrics that misleadingly concealed the true extent of the
 6 problem to hit key compensation metrics. That gave Uber’s most senior fiduciary and other senior
 7 executives a direct financial incentive to portray safety progress that the Company’s internal
 8 records did not support.

9 118. [REDACTED]
 10 [REDACTED]

11 [REDACTED]¹⁷ Uber used that reported reduction to justify executive
 12 payouts even though its own internal data showed 400,181 reports of sexual assault and sexual
 13 misconduct during 2017–2022 alone.¹⁸

14 119. [REDACTED]
 15 [REDACTED]
 16 [REDACTED]¹⁹

17 120. Later that year, the contrary trend became still more apparent to senior
 18 management. A December 6, 2023 “Safety in 2024” presentation attended by Defendant CEO
 19 Khosrowshahi and other senior executives stated that “[g]lobal safety incident rates continue to
 20 rise,” while accompanying charts showed critical sexual assaults increasing from 2022 to 2023.²⁰
 21
 22

23 ¹⁵ UBER-LOUISIANA-0000792; UBER-LOUISIANA-0001684 at ’1700.

24 ¹⁶ Uber Techs. Inc., Proxy Statement (Sched. 14A) (Mar. 23, 2026) (hereinafter “2026 Proxy
 25 Statement”).

26 ¹⁷ UBER-LOUISIANA-0000157 at ’217.

27 ¹⁸ Emily Steel, *Uber’s Festering Sexual Assault Problem*, N.Y. TIMES (Aug. 6, 2025),
<https://www.nytimes.com/2025/08/06/business/uber-sexual-assault.html>.

28 ¹⁹ UBER002_00014.

²⁰ See “Safety in 2024 w ELT” Presentation, presented by Roger Kaiser, Hannah Nilles, and
 Mike Akamine (Dec. 6, 2023) (in custody of Dara Khosrowshahi), Ex. MDL_P-00272, at 6–9.

121. Defendants collected performance bonuses for supposedly making Uber safer while presiding over a platform that received a report of sexual assault or misconduct, on average, every eight minutes.²¹

122. Those payouts were substantial. As of late 2022, Uber's PRSU awards were trending toward approximately [REDACTED] for 2020 awards, approximately [REDACTED] for 2021 awards, and approximately [REDACTED] for 2022 awards.²²

123. Thus, Defendants were collecting [REDACTED] for purported [REDACTED] while Uber remained a recurring site of sexual violence.²³

124. All told, Uber has granted millions of dollars in incentive compensation to fiduciaries who breached their duties to the Company, including millions in safety-linked PRSU awards tied in part to safety-improvement metrics during the 2021–2023 and 2022–2024 performance periods.

125. Defendants paired those compensation representations with assurances that the Board itself was actively overseeing safety. Uber told stockholders that the Board was “actively engaged in user safety”²⁴ and that “[t]he Board maintains active oversight of safety through regular reporting to the full Board and its committees, embedding safety within the Company’s enterprise risk management framework, aligning executive compensation with safety performance metrics, and engaging with stockholders and independent advisors.”²⁵

D. In Truth, Uber Prioritizes Profits over Riders’ Safety

126. Defendants’ safety narrative was false. Uber did not turn the page on its culture of compliance failures—it changed its slogans, not its conduct. Behind its public assurances that safety and compliance had become core corporate values, Uber continued to make the same choice

²¹ *Uber’s Festering Sexual Assault Problem*, *supra* note 18.

²² UBER-LOUISIANA-0000711 at ’712.

²³ *Id.*

²⁴ *See* Uber Techs. Inc., Proxy Statement (Sched. 14A) (Mar. 25, 2024) (hereinafter the “2024 Proxy Statement”); Uber Techs. Inc., Proxy Statement (Sched. 14A) (Mar. 24, 2025) (hereinafter the “2025 Proxy Statement”); 2026 Proxy Statement, *supra* note 16.

²⁵ 2026 Proxy Statement, *supra* note 16.

again and again: preserve growth, avoid costs, and protect its independent-contractor model, even when doing so exposed riders to known and preventable harm. The Company’s most senior fiduciaries either failed to oversee those risks or affirmatively caused Uber to violate the law.

127. Uber’s own internal governance reviews recognized that these failures were structural rather than isolated. In March 2020, Uber prepared a set of “Safety Governance Recommendations” memorializing what interviewees across the Company had “consistently heard”: “Uber gives lip service to safety’s primacy while making business decisions that show otherwise.”²⁶ The same review found that “[s]afety is a nice-to-have value that is handled by the safety team or regional safety manager, but it is not a vital consideration in the average employee’s daily duties.”²⁷ It further concluded that “safety is a worthwhile theoretical concept that often gets pushed aside by other business concerns.”²⁸

128. Uber’s review specifically identified the Company’s incentive structure as contributing to the problem. According to the review, when Company leaders faced competing safety and growth objectives, “growth often wins” because growth metrics were tied directly to performance evaluations and compensation.²⁹ Thus, Uber’s own governance assessment concluded that the Company’s incentives favored growth even when growth conflicted with safety.

129. Uber’s safety personnel likewise recognized that Safety itself lacked authority to stop the risks it identified. Cory Freivogel (“Freivogel”), Uber’s Head of Platform Safety Operations and later Head of Safety for the United States and Canada, explained internally: “Because safety is ultimately not a decision-maker. We assess risks and make recommendations.”³⁰ Freivogel warned that this problem became particularly acute when Uber emphasized supply and growth: “when the business starts to focus more on supply and growth it

²⁶ See Document, “Safety Governance Recommendations,” owned by Hannah Nilles (Mar. 2020), Ex. MDL_P-00870, at 11.

²⁷ *Id.*

²⁸ *Id.*

²⁹ *Id.*

³⁰ See Slack Message (June 10, 2024) (in custody of Cory Freivogel), Ex. MDL_P-00216, at 3–4.

1 becomes more critical that we try to put guardrails in place to avoid making catastrophic
2 decisions—even if the business ends up ignoring those risks.”³¹

3 130. Hannah Nilles (“Nilles”), Uber’s Head of Safety for the Americas, similarly
4 acknowledged that safety could identify risks and provide visibility into them, but that “ultimately
5 leadership will need to make a business decision based on those risks.”³² The contemporaneous
6 record confirms that safety lacked ultimate decision-making authority. Uber’s January 2020
7 “Safety Governance at Uber” deck identified as organizational challenges that “[d]ecisions
8 generally rest with [the] business owner” and that there was “[n]o independent authority for safety
9 within regions.”³³

10 131. Former Employee (“FE”) ¹³⁴ confirmed that Uber prioritized growth over concerns
11 about passenger safety and wellbeing by using half measures. FE 1 worked at Uber from March
12 2016 through April 2023, most recently as a Senior Manager, Public Safety for the United States
13 from August 2019 through his departure from the Company. FE 1’s main role was to act as a
14 liaison with law enforcement and help them understand the types of data that Uber has to help their
15 investigations. FE 1 also advised the Company from the law enforcement perspective on law
16 enforcement policy around the platform and ride share. Prior to his work at Uber, FE 1 investigated
17 sexual assault as a law enforcement officer.

18 132. FE 1 explained that the law enforcement team at Uber had dwindled down.
19 According to FE 1, people departed the law enforcement team but no backfill was provided, and
20 budgets were drying up. FE 1 explained that probably starting in approximately 2020, shortly after
21 COVID, he started to feel a shift in resources dwindling. FE 1 confirmed that he was instructed
22 to find scalable solutions, which meant do more with less, and that the Company wasn’t willing to
23

24 ³¹ *Id.*

25 ³² MDL Pls. Ct. Ex. 11A at 5 (Nilles Dep. 115:02–25).

26 ³³ See PowerPoint Presentation, “Safety Governance at Uber v2 Jan 2020” (Mar. 2020) (in
custody of Greg Brown, Gus Fuldner, Roger Kaiser, and Jenny Luu), Ex. MDL_P-01020, at 35.

27 ³⁴ The terms “Former Employees” and “FE” refer to the former employees of Uber whose
28 reports are discussed in this Complaint. To preserve the Former Employees’ anonymity while
maintaining readability, the Complaint uses the pronouns “he,” “his,” and “him” in connection
with all the Former Employees, regardless of their gender.

1 spend the money to address safety effectively, and that he based this on what they were having
 2 him spend his time doing and the money they were willing to spend. According to FE 1, they were
 3 told to find scalable solutions while the scalable solutions were being taken away because they
 4 cost money.

5 133. The record below further shows how these choices played out. Uber documented
 6 widespread sexual assault and sexual misconduct reports but concealed the true scale of the
 7 problem and refused or delayed safety measures that would have reduced incidents. It continued
 8 practices that discriminated against riders with disabilities, even after government enforcement
 9 made the legal risk plain. And it built Uber One into a recurring-revenue engine while allegedly
 10 deceiving consumers into subscriptions and trapping them in a deliberately obstructive
 11 cancellation process.

12 134. [REDACTED]
 13 [REDACTED]
 14 [REDACTED]
 15 [REDACTED]³⁵
 16 [REDACTED]³⁶

17 135. The disconnect between Uber's public messaging and its internal understanding
 18 thus extended throughout the organization. Internally, Uber concluded that safety "often gets
 19 pushed aside by other business concerns," that "growth often wins," and that Safety itself was not
 20 the ultimate "decision-maker." Externally, Uber continued to market safety as a core corporate
 21 value and represent to investors, regulators, and consumers that safety was central to the
 22 Company's operations.

23 **E. Uber's History of Non-Compliance**

24 136. Uber's leadership has a long history of devoting insufficient resources to customer
 25 safety and protection, and setting a tone of non-compliance for the organization. This has
 26 inevitably led to harm to customers and massive legal and regulatory exposure for Uber.

27
 28 ³⁵ 2024 Proxy Statement, *supra* note 24, at 3.

³⁶ *Id.*

137. In 2022, the public learned of some of this history when Uber’s former lobbying head in Europe sent a trove of internal documents to *The Guardian*, which, along with other newspapers, reported on Uber’s lawbreaking culture from 2013 to 2017. This marked a period of rapid growth for the Company when Kalanick, a co-founder of the Company, was CEO.

138. In August 2014, an executive in Uber’s Indian office messaged colleagues: “Embrace the chaos. It means you’re doing something meaningful.”³⁷ The executive noted that while Uber “will likely have both local and national issues in almost every city in India,” the employees should “get used to this as the status quo[.]” Before the end of that year, an Uber driver was accused of raping a customer, and following public outcry, Uber was temporarily banned in Delhi.

139. In another email in 2014, Uber’s head of global communications, Nairi Hourdajian, admitted, “sometimes we have problems because, well, we’re just fucking illegal.”³⁸ Uber executives even admitted internally that their evasion of local taxi licensing laws was “extremely strategic” to Uber’s “ability to scale the business[.]”³⁹ Another executive referred to Uber employees as “pirates.”⁴⁰ Other employees referred to Uber’s “other than legal status[.]”⁴¹

140. Kalanick sent Uber drivers to protests, where they could be exposed to violence, rationalizing that “[v]iolence guarantee[s] success.”⁴² Another executive described this as “weaponizing” drivers to “keep the controversy burning.”⁴³

141. Instead of complying with its legal obligations, Uber actively tried to obstruct the numerous regulatory investigations into its practices. It enacted what employees and executives

³⁷ *Embrace the chaos, supra* note 5.

³⁸ *Id.*

³⁹ *Id.*

⁴⁰ *Uber broke laws, supra* note 6.

⁴¹ *Id.*

⁴² *Id.* (brackets in original).

⁴³ Sophie Mellor, ‘Violence guarantees success’: Former Uber CEO Travis Kalanick appeared to suggest weaponizing taxi drivers in leaked text messages amid protests, *FORTUNE* (July 11, 2022), <https://fortune.com/2022/07/11/violence-guarantees-success-former-uber-ceo-travis-kalanick-weaponizing-taxi-drivers-leaked-text-messages-protests/>.

1 called a “kill switch” to shut off internal computers’ access to internal files stored in a centralized
2 location, so that government regulators who seized computers and devices would get computers
3 that were re-set or blacked out.⁴⁴ In response to a 2015 regulatory raid in Amsterdam, Kalanick
4 expressly ordered, “[p]lease hit the kill switch ASAP” and “[a]ccess must be shut down in
5 [Amsterdam].”

6 142. Furthermore, Uber distributed a detailed “Dawn Raid Manual” to employees with
7 more than 2,600 words and 66 bullet points, including specific instructions to employees on how
8 to respond to regulators, such as “[m]ove the Regulators into a meeting room that does not contain
9 any files” and “[n]ever leave the Regulators alone.” Employees would delay regulators, referred
10 to internally as “unexpected visitors,” to give headquarters in San Francisco time to hit the “kill
11 switch.”

12 143. Using the “kill switch” after regulators had already presented documentation, such
13 as warrants, entitling them to access documents was potentially illegal. As one other executive
14 said, reflecting back on those times, Uber had a “cowboy culture, no governance, improper
15 compliance controls.”

16 144. Similarly, Uber used “geofencing” technology to block use of the app near police
17 stations and other places where authorities likely would work. Geofencing enabled the “Greyball”
18 program, also called a “Fake View” by Uber employees. Greyball, in an effort to obfuscate or
19 mislead authorities, would show “ghost” cars where none were really available, or falsely state
20 that no cars were available.⁴⁵

21 **F. The Culture of Non-Compliance Continues**

22 145. Ultimately, Kalanick was forced to resign from Uber in June 2017. The then-CEO
23 of Expedia, Defendant Dara Khosrowshahi, took over as Uber’s CEO in September 2017.
24 Khosrowshahi made cosmetic changes to Uber’s compliance practices and workplace culture, and
25 he became less brazen in pushing regulatory limits.

26
27 ⁴⁴ *Hit the kill switch, supra* note 9.

28 ⁴⁵ Mike Isaac, *How Uber Deceives the Authorities Worldwide*, N.Y. TIMES (Mar. 3, 2017),
https://www.nytimes.com/2017/03/03/technology/uber-greyball-program-evade-authorities.html?eafs_enabled=false.

1 146. But Uber’s culture of prioritizing cost-cutting measures meant that it continued to
2 skimp on compliance or even seek to tamp down on complaints. In 2019, the *Washington Post*
3 reported that Uber’s unit ostensibly dedicated to investigating customer complaints was actually
4 structured to limit the Company’s liability exposure.⁴⁶ For instance, the unit’s investigators were
5 “forbidden by Uber from routing allegations to police or from advising victims to seek legal
6 counsel or make their own police reports, even when they get confessions of felonies[.]”

7 147. Managers were also able to override Uber’s three-strikes policy against drivers, and
8 often would when a driver was a high earner for Uber. When a driver was banned or otherwise
9 found to have engaged in misconduct, Uber would not inform the police, background check
10 companies, or prior to March 11, 2021, other ride-sharing platforms. In response to customer
11 complaints, Uber would often only issue a refund but take no further action. Investigators were
12 also coached, in their interactions with customers with complaints, to use statements that distanced
13 Uber from liability.

14 148. Uber’s efforts to avoid customer liability at all costs are reflected in its years-long
15 lobbying campaign at all levels of government to categorize its drivers as independent contractors.
16 Treating drivers as independent contractors saves Uber substantial amounts of money in pay and
17 benefits, and it is a cornerstone in Uber’s arguments against customer liability.

18 149. To that end, the Company has gone to great lengths to appear not to be exerting
19 direct control over the drivers. This includes taking limited actions against drivers, and providing
20 them with limited training.

21 150. In many ways, however, Uber exerts a great deal of control over its drivers. From
22 the beginning of the Uber-driver relationship, Uber controls what background checks are
23 conducted, the criteria for hiring or terminating drivers from the platform, and what information
24 about each driver to provide to passengers. Uber continues to control most details of a driver’s
25 engagement with the platform, including dictating what rides the driver is assigned, the pick-up
26

27 ⁴⁶ Greg Bensinger, *When rides go wrong: How Uber’s investigations unit works to limit the*
28 *company’s liability*, WASH. POST (Sep. 26, 2019),
<https://www.washingtonpost.com/technology/2019/09/25/ubers-investigations-unit-finds-what-went-wrong-rides-its-never-companys-fault/>.

1 and drop-off locations, how much money is paid to the driver, and what routes the driver should
2 take. Uber provides drivers with decals or other insignia reflecting the Uber brand. Uber also
3 processes all payments from customers, and any refunds come from Uber, not the driver.

4 151. Furthermore, in its own marketing and advertising, Uber makes no attempt to refer
5 to any independence of its drivers, but rather indicates a ride is with Uber itself, relying on
6 messages of safety, consistency, and reliability to potential or current customers.

7 152. In essence, Uber is trying to have its cake and eat it too—exerting control over its
8 drivers when it suits the Company’s bottom line, but pretending it has no such control when it
9 comes to implementing standards to protect its customers. Only when confronted by legal and
10 regulatory action has Uber changed its behavior to reflect the true employee and/or agency
11 relationship with its drivers and the responsibilities to its customers that flow from that
12 relationship.

13 **G. Uber’s Profit-First Compliance Failures Harmed Riders and Consumers**
14 **Across Its Platform**

15 153. Uber’s profit-first approach was not confined to one product, one geography, or
16 one category of misconduct. It appeared first and most starkly in Uber’s handling of sexual assault
17 and sexual misconduct on the platform. Yet the same pattern recurred in Uber’s treatment of riders
18 with disabilities and in its deceptive Uber One subscription practices.

19 **1. Sexual Misconduct**

20 154. Uber knew that sexual misconduct and sexual assault put its business at risk for
21 years before it began publishing the Safety Reports it used to misleadingly portray the platform as
22 safe. For example, in 2016, Uber was forced to begin to change its customer safety marketing
23 practices. Previously, Uber had claimed to charge a \$1 fee as a “safe rides fee” to improve its
24 safety practices. Uber also claimed to conduct “industry leading” and “gold standard” background
25 checks on its drivers, to reassure customers that they were safe getting into a car with a stranger.
26 Uber also emphasized how it was “the safest ride on the road” in its marketing materials.

27 155. In a pair of settlements—one with a class of customers and another with the San
28 Francisco and Los Angeles district attorneys—Uber was forced to change its public safety
messaging. Uber renamed its “safe rides fee” as a “booking fee” to reflect more accurately that

1 the fee went to support Uber’s general operations rather than specifically improve its safety
2 processes. Uber also agreed that it would no longer claim that its background checks were “gold
3 standard” or “industry leading,” after the district attorneys uncovered numerous instances where
4 its background check had failed to screen out convicts, and after the class discovered that Uber
5 neglected to adopt common background check practices in the taxi industry, such as taking and
6 checking fingerprints or using a “Live Scan” technology that provided up-to-date information
7 about criminal records. Uber agreed to also stop using language in marketing claiming that it was
8 the “safest.” Uber also agreed to payments and penalties totaling between \$38.5 million and \$53.5
9 million, depending on how it implemented the settlement with the district attorneys.

10 156. And in April 2018, a CNN investigation identified at least 103 Uber drivers in the
11 United States who had been accused of sexually assaulting or abusing passengers over the prior
12 four years.⁴⁷ At least five Uber drivers across various states told CNN they had never received
13 any sexual-harassment or assault training from Uber.⁴⁸

14 157. As later observed in the MDL, “[b]y 2014, less than a year after Uber started
15 onboarding non-professional drivers, it started receiving reports of sexual assault committed by
16 Uber drivers against riders” and “has continued receiving these reports from 2014 to the present.”⁴⁹
17 Consistent with that history, the MDL plaintiffs’ crime-prevention expert Thomas Tremblay
18 testified that his review of the evidence revealed a pattern of sexual-assault reports dating back to
19 at least 2014. Tremblay summarized the significance of that evidence simply: “So they knew they
20 had a problem.”⁵⁰

21 158. Uber also knew that the incidents reported to the Company understated the actual
22 prevalence of sexual misconduct on its platform. In a 2017 strategy memorandum entitled “Sexual
23 Misconduct Reduction–Long-Term Strategy Narrative,” Uber acknowledged a “high likelihood of
24

25 ⁴⁷ Sarah Ashley O’Brien, Nelli Black, Curt Devine & Drew Griffin, *CNN investigation: 103*
26 *Uber drivers accused of sexual assault or abuse*, CNN (Sep. 28, 2018),
<https://www.cnn.com/2018/09/28/tech/uber-driver-sexual-assault>.

27 ⁴⁸ *Id.*

28 ⁴⁹ *In re Uber Techs., Inc., Passenger Sexual Assault Litig.*, 745 F. Supp. 3d 869 (N.D. Cal.
2024) (J. Breyer Opinion from Aug. 15, 2024).

⁵⁰ Thomas R. Tremblay Trial Tr. (Day 8), at 1343:7–14.

1 underreporting of incidents and behaviors on our platform” resulting from reporting-design
2 problems, societal pressures, and “a prevalent belief that we will not act on the information.”⁵¹
3 Yet even while recognizing that victims frequently failed to report misconduct, Uber did not
4 provide riders with a dedicated reporting category for sexual misconduct by drivers.

5 159. Uber nevertheless recognized that its platform gave the Company the ability to
6 address the problem at scale. In 2017, Uber launched its “Driving Change” initiative, a
7 multimillion-dollar global commitment involving organizations working to prevent and respond
8 to gender-based violence, sexual assault, and domestic abuse.

9 160. That same year, senior Uber personnel prepared a presentation entitled “Turning
10 the Reputation Page on Sexual Assault.”⁵² The presentation’s speaker notes described the
11 initiative as a “Full cross-functional corporate reputation plan.”⁵³ Although Uber acknowledged
12 that its “Platform enables us to educate and execute prevention strategies at scale,” the presentation
13 focused overwhelmingly on changing the public conversation surrounding Uber.⁵⁴ Among the
14 limited proposed “In-App Improvements” were increasing the size of driver photographs and
15 vehicle details and “[e]xplor[ing] surfacing emergency call details more prominently in the app.”⁵⁵

16 161. By November 1, 2018, Uber’s own Safety Operations planning materials expressly
17 acknowledged that “[o]ur customers face devastating experiences every day on the Uber platform”
18 and that “[s]afety also has a significant tangible economic impact on the business.”⁵⁶ The same
19 materials reported that safety sentiment among riders and drivers “saw no improvement this year,
20 despite significant internal progress.”⁵⁷

21
22
23 ⁵¹ UBER_JCCP_MDL_000251111 at 5.

24 ⁵² See Document, “Turning the Reputation Page on SA” (July 26, 2017) (in custody of Brooke
Anderson, Tracey Breeden, et al.), Ex. MDL_P-00395.

25 ⁵³ *Id.*, at 4.

26 ⁵⁴ *Id.*, at 6.

27 ⁵⁵ *Id.*, at 23.

28 ⁵⁶ See PowerPoint Presentation, “2019 Planning, Roadmap Proposal, US&C Safety
Operations” (Nov. 1, 2018), Ex. MDL_P-00301, at 6–7.

⁵⁷ *Id.*, at 11.

1 162. Internal discussions that same month concerning Uber’s “Driving Change” grants
2 to sexual-violence-prevention organizations expressly described those organizations as “essential
3 to leverage for policy / comms efforts to secure public, on the record support.” Andrew Byrne,
4 then-Senior Director and current Vice President and Global Head of Public Policy at Uber
5 questioned why Uber was providing organizations more than \$100,000 while expecting proactive
6 public support for the Safety Report from only four of nine organizations, explaining: “I want to
7 be sure that the brand benefit these investments generate is commensurate with the investment.”⁵⁸

8 163. Tracey Breeden, Uber’s then-Head of Global Women’s Safety and Gender-Based
9 Violence Programs, ultimately recommended proceeding with the grants because of, among other
10 considerations, “the timing of the safety report, and the need for these partners to speak out on our
11 behalf.”⁵⁹

12 164. Thus, Uber evaluated its safety partnerships not based only on their ability to
13 prevent sexual violence, but primarily based on the reputational benefits they could generate for
14 the Company.

15 165. Uber also had early run-ins with regulatory authorities. The California Public
16 Utilities Commission (the “CPUC”) sought data from transportation network companies (“TNC”),
17 including Uber, beginning in 2011–2012, to determine whether services were being provided
18 safely and equitably.⁶⁰ As complaints against TNC drivers concerning sexual harassment,
19 misconduct, and assault were brought to the CPUC’s attention, the CPUC sought information to
20 determine how TNCs were investigating driver-related sexual assaults and sexual harassment.⁶¹

21 166. On December 19, 2019, two weeks after Uber published its 2017–2018 Safety
22 Report, Uber was ordered by an Administrative Law Judge (“ALJ”) to answer questions regarding
23

24 ⁵⁸ See Email Thread, Subject: “Re: [TIME SENSITIVE] Review Final Recommendations for
25 2020 US Driving Change Partners” (Nov. 1, 2019) (between Andrew Bryne, Rachel Haas, Tracey
Breeden, et al.), Ex. MDL_P-00397, at 5.

26 ⁵⁹ *Id.*, at 2.

27 ⁶⁰ See Cal. Pub. Utils. Comm’n, Proposed Decision Adopting the Settlement Agreement
Between the Consumer Protection and Enforcement Division, Uber Technologies, Inc., and the
Rape, Abuse & Incest National Network, Inc., Rulemaking 12-12-011 (Oct. 29, 2021), at 2–3,
28 <https://docs.cpuc.ca.gov/PublishedDocs/Efile/G000/M418/K731/418731873.PDF>.

⁶¹ *Id.*

sexual assault and sexual harassment claims relevant to Uber’s California transportation operations.⁶² Uber resisted providing the requested information. On January 27, 2020, after moving for reconsideration, Uber’s motion was denied, and the ALJ issued a second order substantially similar to the first with confidential safeguards.⁶³ Three days later, Uber provided a partial response to the above rulings but did not answer or provide information to seven questions.⁶⁴ On December 14, 2020, after subsequent motion practice and an evidentiary hearing, a presiding officer’s decision found that Uber’s refusal, “without any legitimate legal or factual grounds,” to provide answers or information relevant to the seven questions violated various laws and penalized Uber in excess of \$59 million.⁶⁵

167. Yet Uber’s internal analysis increasingly quantified the magnitude of the problem. A 2020 Personal Safety Opportunity Analysis estimated that approximately 60 serious safety incidents occurred every day in the United States and Canada and that approximately 88% of those incidents involved sexual assault or serious sexual misconduct.⁶⁶

168. Uber nonetheless then appealed that ALJ decision, and Uber, the CPUC, and RAINN participated in mediation from March 2021 through July 2021.⁶⁷ On July 15, 2021, the parties reached a proposed settlement to, among other things, provide information related to what Uber published in the Safety Reports and pay over \$9 million to the CPUC (the “Settlement”).⁶⁸

169. An Audit Committee presentation from its February 7, 2022 meeting shows [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]⁶⁹

⁶² *Id.* at 4–5.

⁶³ *Id.* at 7–8.

⁶⁴ *Id.* at 8–10.

⁶⁵ *Id.* at 10–12.

⁶⁶ See PowerPoint Presentation, “US&C Central Ops Personal Safety (PS) 2020 Opportunity Analysis” (Oct. 2019), Ex. MDL_P-00302, at 3.

⁶⁷ *Supra* note 51, at 12–13.

⁶⁸ *Id.*, at 13–16.

⁶⁹ UberB&R0002239 at ’2242.

2. Reported Incidents

170. The scale of the problem, known internally long before it was disclosed to shareholders and the public, was staggering. In August 2025—drawing on unsealed court documents, interviews with more than a dozen current and former employees, and internal Company records—the *New York Times* reported that “Uber received a report of sexual assault or sexual misconduct in the United States almost every eight minutes on average between 2017 and 2022,” a level “far more pervasive than what the company has disclosed.”⁷⁰ Uber’s own internal data confirmed it: between 2017 and 2022, 400,181 Uber trips in the United States resulted in reports of sexual assault or sexual misconduct.⁷¹

171. Uber was aware of the scale of the problem, but actively concealed it from the public and stockholders. [REDACTED]

172. The discrepancy appears to come from the taxonomies that Uber uses to categorize reported incidents. [REDACTED]

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74

75

[illegible]

⁷⁰ *Uber's Festering Sexual Assault Problem*, *supra* note 18.

71 *Id.*

⁷² UberB&R0002012 at '2030.

⁷³ UberB&R0001850 at '1932–1933; UberB&R0001934 at '2006–2007.

⁷⁴ UberB&R0002012 at '2030.

⁷⁵ UberRB&R0001850 at '1933; UberB&R0001934 at '2007.

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

173. Thus, approximately 387,659 reported incidents of sexual assault or sexual misconduct went undisclosed by Uber between 2017 and 2022 due to Uber's deceptive categorizations of reported incidents.

174. During the California bellwether trial in late 2025, an Uber data analyst, Thomas Gaddis, testified that 70% of the total 400,181 reports came from six taxonomies, as defined by Uber below:⁷⁶

Staring or leering	Someone gazes at a user in an unpleasant, uncomfortable, prolonged, or sexual manner. Staring or leering is constant and unwavering. This includes viewing both sexual and non-sexual body parts.
Comments or gestures > asking personal questions	Someone asks specific, probing, and personal questions of the user. This would include questions about the user's personal life, home address, contact information (e.g., phone, email, social media), romantic or sexual preferences.
Comments or gestures > comments about appearance	Someone makes uncomfortable comments on the user's appearance. This includes both disparaging and complimentary comments.
Comments or gestures > flirting	Someone makes verbally suggestive comments to the user about engaging in romantic or non-romantic activities. This also includes non-verbal, suggestive flirting, including becoming physically close to a person in a way the user felt was sexual or flirtatious.
Comments or gestures > explicit gestures	Someone made sexually suggestive gestures at the user.
Comments or gestures > explicit comments	Someone described or represented sexual activity or body parts in a graphic fashion.

175. Similar questioning from the Arizona bellwether trial in 2026 shows Uber's attorneys referring to these categories as "the lowest level of sexual misconduct" to reduce the vast

⁷⁶ Thomas Gaddis Trial Tr. at 170:12–17, *In re Uber Rideshare Cases*, No. CJC-21-05188, Vol. 1 (Cal. Super. Ct. San Francisco Cnty. Sep. 8, 2025).

disparity of reporting.⁷⁷ This framing attempt was refuted by plaintiff's expert, Thomas Tremblay,⁷⁸ who testified that these reported incidents are "how offenders test and groom somebody."⁷⁹ Specifically, Tremblay, providing context to reports in these taxonomies, stated that offenders "use these comments to see: How are they going to react when I make an explicit comment? How are they going to react when I make an explicit gesture, when I flirt? When I comment about their appearance and attempt to groom them, and, again, put them at ease, asking personal questions or staring or leering . . . these are what are commonly known to me, from an offender perspective, as testing and grooming. That makes them really concerning."⁸⁰

176. But even if one were to discount those reported incidents, more than 100,000 serious incidents remain that Uber did not disclose in its Safety Reports. Specifically, if 70% of the 400,181 reports between 2017 and 2022 fall into the six taxonomies above, that still leaves approximately 120,000 incidents. And Uber only disclosed 12,522 incidents in its Safety Reports.

177.

81

[REDACTED]	[REDACTED] [REDACTED]
[REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]
[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
[REDACTED]	[REDACTED] [REDACTED] [REDACTED]

⁷⁷ Thomas R. Tremblay Trial Tr. at 81 (Day 8 PM), at 1480:13–16.

⁷⁸ Thomas Tremblay is a former 30-year chief of police of Burlington, Vermont and, after retiring, has spent the last 15 years owning and operating a consulting business focused on prevention and response to domestic and sexual violence. Thomas R. Tremblay Trial Tr. at 10 (Day 8 AM), at 1304:18–24.

⁷⁹ Thomas R. Tremblay Trial Tr. at 82 (Day 8 PM), at 1481:12–18.

⁸⁰ Thomas R. Tremblay Trial Tr. at 82–83 (Day 8 PM), at 1481:19–1482:3.

⁸¹ UberB&R0001850 at '1932–33; UberB&R0001934 at '2006–07.

1	[REDACTED]	[REDACTED]
2	[REDACTED]	[REDACTED]
3	[REDACTED]	[REDACTED]
4	[REDACTED]	[REDACTED]
5	[REDACTED]	[REDACTED]
6	[REDACTED]	[REDACTED]
7	[REDACTED]	[REDACTED]
8	[REDACTED]	[REDACTED]
9	[REDACTED]	[REDACTED]
10	[REDACTED]	[REDACTED]

11 178. These categories represent very serious incidents of sexual assault. Uber’s attempt
12 to categorize these incidents as minor events represents an attempt to intentionally mislead the
13 public and stockholders about the true extent of the problem on Uber’s platform.

14 179. Moreover, based on various trial testimony, Uber confidentially produced detailed
15 charts that include twenty-seven categories of reported incidents, representative of the twenty-one
16 taxonomies and six additional categories,⁸² which showed categorization for “Insufficient
17 Information,”⁸³ “Parent Category Usage Tracking,”⁸⁴ and changes in taxonomies over the years
18 for sexual assault and sexual misconduct.⁸⁵ Although the underlying data of reported incidents in
19

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21 ⁸² Thomas Gaddis Trial Tr. at 124:3–125:2, *In re Uber Rideshare Cases*, No. CJC-21-05188, Vol. 1 (Cal. Super. Ct. San Francisco Cnty. Sep. 8, 2025); Thomas R. Tremblay Trial Tr. at 60 (Day 8 AM), at 1354:8–14.

22 ⁸³ Lacey Keller Trial Tr. at 16–17, 1262:14–2163:19 (Day 11 PM); *see also* Decl. of Walt Cubberly in Supp. of Pls.’ Mot. to Compel Uber to Produce a PMK on Previous Driver Incidents Unrelated to Sexual Violence, *In re Uber Rideshare Cases*, No. CJC-21-005188 at 21 (Cal. Super. Ct. Apr. 9, 2025).

23 ⁸⁴ *Id.* at 4; *see also* Cristopher Cox Trial Tr. at 27:1–30:9 (parent category usage tracking appears to be a de-duplication algorithm that consolidates multiple reports into a single event that are related to one another).

24 ⁸⁵ Decl. of Laura Vartain Horn in Supp. of Defs. Uber Technologies, Inc., Rasier, LLC, and Rasier-CA, LLC’s Resp. to Pl. WHBE 6 Supplemental Omnibus Mots. in Limine, *In re Uber Rideshare Cases*, No. CJC-21-005188 (Cal. Super. Ct. 2026 Aug. 6, 2025) at 28; *see also* Defs. Uber Technologies, Inc., Rasier, LLC, and Rasier-CA, LLC’s Notice of Motion and Omnibus Motions in Limine, *In re Uber Rideshare Cases*, No. CJC-21-005188 (Cal. Super. Ct. Aug. 6, 2025) at 61 (providing an example of a separation of the taxonomy titled “Masturbation/Indecent

these six additional categories is only partially publicly available,⁸⁶ the known numbers for “Parent Category Usage Tracking” are relatively small,⁸⁷ and trial testimony refers to the “Insufficient Information” categories as “rare cases.”⁸⁸ This suggests that the above ten taxonomies are representative of most of the more than 100,000 undisclosed incidents between 2017 and 2022.

180. Further, trial testimony from the Arizona bellwether trial reveals that there were 546,420 reports of sexual assault or sexual misconduct between 2017 and 2024, implying an additional 146,239 reported incidents occurred in 2023 and 2024.⁸⁹ As in the California bellwether trial, Uber’s counsel again attempted to minimize the discrepancy in total reported incidents versus Uber’s published data, stating that 70.2% of the total 546,420 reported incidents between 2017 and 2024 fell within the six categories of “the lowest level of sexual misconduct.”⁹⁰ However, that leaves approximately 162,833 undisclosed incidents falling in the other categories between 2017 and 2024. And when one subtracts the critical incidents published in Uber’s Safety Reports between 2017 and 2022, that represents more than 150,000 undisclosed incidents between 2017 and 2024, including what even Uber would categorize as undisclosed critical incidents for 2023 and 2024 in the Company’s “5 most serious categories.”

181. This lack of candor is by design: Uber built its “Safety Reports” to exclude entire categories of misconduct it simply declined to characterize as “most serious,” so that the reports

Exposure” to two separate taxonomies titled “Masturbation” and “Self Touching/Indecent Exposure.”) (hereinafter “Omnibus Mots. In Limine”).

⁸⁶ Defs. Uber Technologies, Inc., Rasier, LLC, and Rasier-CA, LLC’s Notice of Motion and Motion to Exclude Opinions of Plaintiffs’ Expert Dr. John Chandler; Memorandum, MDL at 14 (stating Uber’s data for “Sexual Assault – Parent Category Usage Tracking” in 2017 and 2022 was 633 incidents and 0 incidents, respectively); Defs. Uber Technologies, Inc., Rasier, LLC, and Rasier-CA, LLC’s Notice of Motion and Omnibus Motions in Limine, *In re Uber Rideshare Cases*, No. CJC-21-005188 (Cal. Super. Ct. Aug. 6, 2025) at 61 (stating “reports of ‘Parent Category Usage Tracking’ for both ‘Sexual Assault’ and ‘Sexual Misconduct’ drop to 0 by early 2021”).

⁸⁷ *Id.*, Defs.’ Omnibus Mots. in Limine at 57.

⁸⁸ Decl. of Laura Vartain Horn in Supp. of Defs. Uber Technologies, Inc., Rasier, LLC, and Rasier-CA, LLC’s Resp. to Pl. WHBE 6 Supplemental Omnibus Mots. in Limine, *In re Uber Rideshare Cases*, No. CJC-21-005188 (Cal. Super. Ct. 2026 Aug. 6, 2025) at 28–29.

⁸⁹ Thomas R. Tremblay Trial Tr. at 79–80 (Day 8 PM), at 1478:15–1479:21.

⁹⁰ Thomas R. Tremblay Trial Tr. at 81–82 (Day 8 PM), at 1480:8–1481:18 (Tremblay clarifying: “I’ll have to explain. So these–these categories [. . .] I don’t see them as–as minimal.”).

omitted sixteen of the twenty-one taxonomies, representing most of the 387,659 reported incidents of sexual assault or sexual misconduct between 2017 and 2022.

182. Rather than attempt to restore transparency, Uber went dark: it has not publicly reported any safety data since August 2024, when it released figures covering only 2021–2022, even though court records indicate that the frequency of these incidents has increased over time. The data produced in the Arizona bellwether trial confirms reported incidents for 2023 and 2024 are readily available to Uber.

183. Additionally, the timing seems to be partially related to the CPUC settlement. Specifically, in the CPUC settlement, Uber agreed that it would provide “comprehensive datasets” for its 2021–2022 Safety Report and future Safety Reports.⁹¹ After publishing its 2021–2022 Safety Report, Uber discontinued issuing Safety Reports and, inferably, did so at least in part to alleviate any future obligations to provide such “comprehensive datasets” to the CPUC.

184. Uber’s public posture also cannot be reconciled with what its own personnel were saying internally. As early as a December 2014 email, an Uber engineer warned that the Company “seem[s] to be investing heavily at growth, but [is] rather slow to move on our core value proposition of safety.”⁹²

185. Gus Fuldner, former head of safety, went so far as to state his belief that “Uber passengers, they ride Uber at their own risk.”⁹³ He was the primary decision maker for releasing only a select portion of the Company’s sexual-assault and misconduct data to the public. In an October 2017 set of talking points, Uber’s Director of Safety Communications sought to provide “context” for the specific purpose of minimizing the impact of reporting the total number of sexual assaults.⁹⁴ These were not the words of a company unaware of the danger. They were the words of a company that knew the danger, minimized it, and chose not to warn or protect its riders.

⁹¹ Joint Motion for Adoption of a Settlement Agreement, Rulemaking 12-12-011, Ex. A, § C.2–.3 (Cal. Pub. Utils. Comm’n Oct. 29, 2021), <https://docs.cpuc.ca.gov/PublishedDocs/Efile/G000/M418/K717/418717726.PDF>.

⁹² *In re: Uber Techs., Inc., Passenger Sexual Assault Litig.*, No. 3:23-md-03084-CRB (N.D. Cal.) (trial evidence).

⁹³ *Id.*

⁹⁴ *Id.*

186. The same approach appeared in Uber’s internal safety-communications practices. When discussing media inquiries concerning sexual-assault statistics, Uber employees expressed concern that reporters could calculate Uber’s internal contact rates if sufficient information were disclosed, describing those figures as “something we keep very close to our chest.” Internally, Uber acknowledged the prevalence of sexual violence and that its platform was not immune from it; externally, Uber emphasized the rarity of incidents on the platform.

187. A separate safety-communications playbook instructed Uber personnel to “[e]nsure handling recommendations from internal teams don’t have immediate PR implications,” to “[a]ssess the reputational impact,” and, when issuing public statements, to “keep details high-level.” The playbook further instructed: “Try to avoid raising more questions.”⁹⁵

188. This dereliction of duty ran to the highest levels of the Company. Uber’s co-founder and former CEO knew that the problem was vast and never bothered to respond to it in earnest. Indeed, Kalanick testified under oath in the MDL that he was aware of “thousands of reports” of “women being raped or sexually assaulted or subject to sexual misconduct” on the platform during his tenure from December 2010 to June 2017.⁹⁶

189. The same is true of Defendant Khosrowshahi, the CEO brought in to fix the issues after Kalanick. Khosrowshahi knew about the problem, but chose not to act in the face of red flags while simultaneously providing false reassurances to investors. For example, when shown an internal presentation documenting a 3% year-over-year increase at his deposition in the MDL, Khosrowshahi testified under oath that the rising rate was a matter of possible concern. When asked what he would do about it, Uber’s CEO said he “did not know.”⁹⁷

190. Uber also knew precisely when its riders were most at risk. For example, Uber’s internal S-RAD Performance Overview from November 2018 stated directly that the “sexual

⁹⁵ See Document, “Safety Comms Incident Management Process” (created July 2016, updated Oct. 2019, revised July 2019) (in custody of Brooke Anderson, Jodi Page, Andrew Hasbun, et al.), Ex. MDL_P-00061, at 7.

⁹⁶ MDL Pls. Ct. Ex. 2A (Kalanick Dep. July 3, 2025), at 118:12–19, 226:12–18, 227:04–05.

⁹⁷ MDL Pls. Ct. Ex. 13A (Khosrowshahi Dep. July 1, 2025) (discussing Ex. 1327), at 83:03–08, 84:11–15, 105:25–106:13, 108:12–25, 109:23–110:12; “Safety in 2024 w ELT” *supra* note 20, Ex. MDL_P-00272, at 6–9.

assault rate is greater than 5 times between 12 to 3 am.”⁹⁸ Sunny Wong (“Wong”), Uber’s Director of Applied Sciences, confirmed under oath in the MDL that the document contained that finding, and that he had no contrary information to dispute it.⁹⁹ An internal document titled “Intoxicated Riders Checkpoint Deck” likewise confirmed that serious incident rates were highly concentrated on late nights and weekends.¹⁰⁰

191. Uber’s internal data showed that these risks were neither random nor unpredictable. By 2018, Uber had determined that sexual assaults were “generally concentrated to late-night, weekend hours” and that nearly half of U.S. sexual assaults originated within 50 meters of a bar.¹⁰¹ Uber’s analysis further identified intoxicated riders as particularly vulnerable to opportunistic crime, with audit findings showing intoxication in 52% of incidents, riders traveling alone in 33%, and riders seated in the front seat in 16%.¹⁰²

192. By March 2019, Uber’s internal analysis likewise reflected that “[o]ver 80% of these trips happened during ‘dark hours’ (7 pm - 7 am)” and that “52% included a suspected intoxicated rider.”¹⁰³ Thus, Uber was not confronting an unknowable or random safety problem: its own data had identified recurring circumstances in which sexual-assault risk was concentrated.

193. By July 2024, Uber’s Safety Planning materials stated that intoxicated riders were “increasingly represented in serious sexual assaults” and that alcohol could both increase inappropriate or aggressive behavior and make riders more vulnerable to assault.¹⁰⁴ The same

⁹⁸ MDL Pls. Ct. Ex. 8A at 14 (Wong Dep. June 25, 2025), at 32:09–16, 166:3–6, 168:19–22, 169:12–15 (Ex. 1239).

⁹⁹ *Id.* at 14–15, at 169:12–177:12.

¹⁰⁰ See PowerPoint Presentation, “Intoxicated Riders Checkpoint Deck” (April 2, 2024) (presentation by Srishti Bajaj), Ex. MDL_P-00312 at 6; MDL Pls. Ct. Ex. 13A (Khosrowshahi Dep. July 1, 2025), at 135:24–137:04, Ex. 3900 (MDL_P-00312); *see also* MDL Pls. Ct. Ex. 5A at 31–33 (Ross Dep. June 11, 2025) at 318:1–6, 330:13–22, Ex. 1060.

¹⁰¹ See PowerPoint Presentation, “Personal Safety Deep Dive” (June 20, 2018) (in custody of Cory Freivogel, Valerie Shuping, et al.), Ex. MDL_P-00260, at 16, 18.

¹⁰² *Id.* at 22–24.

¹⁰³ See Document, “[Central Ops-Safety] Point in Time Messaging (Kick Off)” (Mar. 6, 2019) (in custody of Tracey Breeden, Greg Brown, et al.), Ex. MDL_P-00724, at 2.

¹⁰⁴ See Document, “Safety Planning 2025” (Oct. 2024) (collaborators include Diana Escoffery, Christian Gutierrez, et al.), Ex. MDL_P-01316, at 90.

1 analysis found that serious sexual-assault incidents in the United States and Canada were “333%
2 higher overall and 938% higher on xShare trips,” driven largely by night trips and guest rides. *Id.*

3 194. Nilles later confirmed under oath that Uber knew sexual assaults were concentrated
4 during late-night and weekend hours. Nilles likewise acknowledged that Uber did not publicly
5 disclose that intoxication, late-night travel, weekend travel, riding alone, and riding in the front
6 seat were factors associated with elevated sexual-assault risks.¹⁰⁵

7 195. The same misconduct Uber minimized in its Safety Reports is now the subject of
8 litigation and regulatory action. As detailed below, Uber passengers have filed thousands of
9 lawsuits in federal and state courts alleging that Uber drivers sexually assaulted or harassed them.
10 In November 2023, the Judicial Panel on Multidistrict Litigation transferred more than 3,000 such
11 lawsuits to the Northern District of California, where they were consolidated before this Court in
12 the MDL.

13 196. A separate proceeding in the Superior Court of California, San Francisco County,
14 has coordinated more than 500 additional cases as *In re Uber Rideshare Cases*, JCCP No. 5188
15 (the “JCCP”).

16 197. To manage this volume, this Court ordered a series of bellwether trials drawn from
17 the consolidated cases, and the JCCP court did the same.

18 198. Uber has already quietly paid undisclosed sums to settle more than 100 lawsuits in
19 state and federal court, and, as these cases continue to proceed, it faces aggregate exposure running
20 into the hundreds of millions, if not billions, of dollars.

21 199. The sheer volume is itself an indictment: this is not a story of isolated bad actors,
22 but of a platform on which sexual misconduct became a foreseeable, recurring, and meticulously
23 documented feature of the ride.

24 200. Those consolidated passenger cases confirm Uber’s long-running knowledge of the
25 severity and frequency of sexual misconduct by its drivers. The Master Complaint in the MDL
26 alleges that Uber has known since at least 2014—based on passenger complaints, police
27

28

¹⁰⁵ *Id.*; see also MDL Pls. Ct. Ex. 11A at 5–7 (Nilles Dep. 190:19–248:16).

1 investigations, civil suits, and arbitrations—that too many of its drivers were sexually assaulting
2 and harassing women and other vulnerable passengers, and that Uber and its leadership made a
3 conscious decision not to warn customers of the risk.¹⁰⁶

4 201. The lawsuits and the *Times* reporting describe a consistent pattern of Uber drivers
5 sexually assaulting women—including, disturbingly, drivers whom Uber already had reason to
6 know were dangerous.

7 202. For example, in December 2023, a woman reported that her Uber driver raped her
8 in Houston; Uber’s own internal investigation revealed that the same driver had already received
9 two prior accusations of sexual misconduct for inappropriate comments, and an internal Uber
10 report accessed by the *Times* asked: “Are our actions (or lack of actions) defensible?”¹⁰⁷

11 203. In May 2024, a passenger fell asleep during her ride and woke to her Uber driver
12 sexually assaulting her; that driver, too, had a prior report to Uber for sexual misconduct.

13 204. And in July 2024, an Uber driver sexually assaulted a passenger and then continued
14 to pick up other riders—Uber left him free to move on to his next unsuspecting passenger.

15 205. These facts have begun to yield verdicts, and the trials to date have confirmed the
16 very knowledge and control that Uber spent years denying. In the first California state-court
17 bellwether trial in the JCCP, the plaintiff—identified as Jessica C.—testified that her Uber driver
18 attempted to rape her during a December 2016 ride to the airport and stopped only when she
19 received a phone call from her parents; the jury found that Uber had been negligent with respect
20 to its safety-prevention procedures.

21 206. In the first MDL bellwether trial, *Dean v. Uber*, which proceeded before this Court
22 in January and February 2026, a federal jury awarded plaintiff Jaylynn Dean \$8.5 million in
23 compensatory damages, finding Uber liable through its agency relationship with the driver who
24 assaulted her.¹⁰⁸

25
26 ¹⁰⁶ Master Long-Form Compl. ¶¶28–29, 258, MDL, ECF No. 269.

27 ¹⁰⁷ *Uber’s Festering Sexual Assault Problem*, *supra* note 18.

28 ¹⁰⁸ Diana Novak Jones & Abhirup Roy, *Uber Ordered to Pay \$8.5 Million in Trial over Driver Sex Assault Claims*, REUTERS (Feb. 5, 2026), <https://www.reuters.com/legal/government/uber-ordered-pay-85-million-key-trial-over-driver-sex-assault-claims-2026-02-05/>.

207. Dean’s driver, Hassan Turay, had raped her during a November 2023 ride that Uber’s own systems had flagged as a higher risk for a serious safety incident. Uber nevertheless allowed the ride to proceed anyway and provided no warning. Before being matched with Dean, Turay had triggered 119 “long stop” anomalies flagged by Uber’s RideCheck program. Uber knew these anomalies could signal a sexual assault, yet it did not investigate.

208. When the assault occurred, RideCheck detected the anomaly but merely sent Dean a notification asking whether she needed help—a notification she could not answer because she was being raped. The jury in that matter had flatly rejected Uber’s defense that it should not bear liability for the acts of its “independent contractor” drivers.

209. The second MDL bellwether trial, held in North Carolina, confirmed the pattern. On April 20, 2026, the jury found that the Uber driver had committed battery against the passenger. Before trial, the court had already ruled that Uber is a common carrier under North Carolina law, bearing a “non-delegable duty” to ensure passenger safety, and it refused to dismiss the plaintiffs’ demand for punitive damages, holding that the “pleadings . . . are replete with allegations that Uber knew of the risk of sexual assault and intentionally did not take action to prevent it.”¹⁰⁹

210. In denying Uber’s motion to dismiss the California respondeat-superior claims, the Court concluded that plaintiffs had plausibly alleged that sexual assault was a foreseeable consequence of Uber’s business model. The Court observed that Uber drivers are tasked with “picking up strangers, often alone, sometimes intoxicated, sometimes late at night, in vehicles under the drivers’ sole control,” and explained: “No imaginative leaps are required to grasp why this is so.”¹¹⁰ The Court further observed, when summarizing plaintiffs’ allegations, that Uber not only emphasized safety in its marketing, but marketed rides to populations particularly vulnerable to risks Uber internally tracked, including intoxicated individuals seeking rides home and women traveling alone. *Id.*

¹⁰⁹ *Id.*, ECF No. 1044.

¹¹⁰ *In re Uber Techs., Inc., Passenger Sexual Assault Litig.*, 745 F. Supp. 3d 869 (N.D. Cal. 2024) (J. Breyer Opinion from Aug. 15, 2024).

211. Uber has repeatedly lost motions to dismiss in the MDL on negligence and common-carrier theories—precisely because of the pervasive control it exercises over its platform, its misleading safety marketing, and the duty it owes, as a common carrier, to transport its passengers safely.

212. Moreover, by the time these lawsuits were filed, Uber also did not merely know that sexual assaults occurred on its platform. It possessed years of internal data identifying when, where, and under what circumstances sexual assaults and sexual misconduct were most likely to occur, and developed increasingly sophisticated tools to identify those risks. Yet Uber failed to provide meaningful warnings concerning many of the very risk factors it had identified internally.

213. None of this was inevitable. It was the foreseeable result of a company that marketed safety, knew the risks, and refused to pay for and implement the measures that would have reduced them.

H. Reactive Not Proactive Safety Measures in the Face of Public Scrutiny

214. When Uber does act, it is always driven by reactive necessity as opposed to proactive safety concerns.

215. Perhaps the most emblematic example of necessity-driven change is London, where Uber’s license was suspended in 2017, revoked in 2019, and restored on appeal in 2020, but always subject to a multitude of conditions because Transport for London (the “TFL”) felt Uber needed “[c]lose monitoring.”¹¹¹ TFL has refused to renew or stripped Uber of its private hire operator license twice, first in September 2017, and second in November 2019.

216. In a September 2017 report, the *New York Times* stated: “Uber’s history of scandals and disregard for local rules finally caught up with it on Friday, when London declined to renew the ride-hailing company’s license to operate in the city, its largest European market.”¹¹² The decision by the TFL came on the heels of “charges of insufficient background checks on drivers,

¹¹¹ See Transport for London, Decision Note: Application for London Private Hire Vehicle Operator’s Licence by Uber London Limited (REF # 7979) (Sep. 20, 2024), <https://content.tfl.gov.uk/tfl-to-uber-2024-licence-decision-note.pdf>.

¹¹² Prashant S. Rao & Mike Isaac, *Uber Loses License to Operate in London*, N.Y. TIMES (Sep. 22, 2017), <https://www.nytimes.com/2017/09/22/business/uber-london.html>.

1 the use of software to evade the gaze of the authorities, and complaints of an aggressive,
 2 unrestrained workplace culture.”¹¹³ The only thing Khosrowshahi could acknowledge at the time
 3 was that “the truth is that there is a high cost to a bad reputation.”¹¹⁴

4 217. But it was not just Uber’s reputation at stake; as the TFL found, “Uber’s approach
 5 and conduct demonstrate a lack of corporate responsibility in relation to a number of issues which
 6 have potential public safety and security implications.”¹¹⁵ Although the TFL had suspended Uber’s
 7 license, “Uber was twice granted a temporary license to continue operating in the city.”¹¹⁶

8 218. Then in November 2019, “Uber was stripped of its license to operate in London . .
 9 . by the city’s transport regulator which cited a ‘pattern of failures’ that put passengers at risk.”¹¹⁷
 10 “Despite addressing some of these issues, [the TFL] does not have confidence that similar issues
 11 will not reoccur in the future, which has led it to conclude that the company is not fit and proper
 12 at this time.”¹¹⁸ This marked the second time in two years that Uber faced a total license revocation
 13 by TFL.

14 219. True to its aggressive, litigious approach, Uber did not accept the ruling. Less than
 15 a year later and after appealing the decision, Uber was granted a new London license “[d]espite
 16 their historical failings.”¹¹⁹ The 18-month license came with several conditions jointly agreed to
 17 by Uber and the TFL.¹²⁰

18 220. During this multi-year ordeal, Uber’s produced materials never reflected any
 19 discussion of the circumstances in London. [REDACTED]

22 ¹¹³ *Id.*

23 ¹¹⁴ *Id.*

24 ¹¹⁵ *Id.*

25 ¹¹⁶ Ryan Browne, *Uber stripped of its London license as regulator says it put passengers at risk*, CNBC (Nov. 25, 2019), <https://www.cnbc.com/2019/11/25/uber-stripped-of-its-london-license-in-huge-blow-dealt-by-tfl.html>.

26 ¹¹⁷ *Id.*

27 ¹¹⁸ *Id.*

28 ¹¹⁹ *Id.*

¹²⁰ *Id.*

1 [REDACTED]
 2 [REDACTED]¹²¹ [REDACTED]
 3 [REDACTED]
 4 [REDACTED]¹²² Indeed, Uber was granted a new 30-
 5 month license on March 28, 2022, but the license came with “21 conditions.”¹²³

6 221. [REDACTED]

7 [REDACTED]¹²⁴ [REDACTED]
 8 [REDACTED]

9 [REDACTED]¹²⁵ [REDACTED]

10 [REDACTED]¹²⁶

11 222. [REDACTED]
 12 [REDACTED]

13 [REDACTED]¹²⁷

14 223. [REDACTED]
 15 [REDACTED]
 16 [REDACTED]

17 [REDACTED]¹²⁸
 18
 19
 20

21 ¹²¹ UberB&R0002203 at '2208.

22 ¹²² UberB&R0002239 at '2252.

23 ¹²³ Letter from Stuart Lee, Head of Operator Licensing, Licensing & Regulation, to Helen
 24 Champman, Director of Licensing & Regulation (Sep. 20, 2024), available at
 25 <https://content.tfl.gov.uk/tfl-to-uber-2024-licence-decision-note.pdf>.

26 ¹²⁴ UberB&R0002239 at '2252 (Feb. 7, 2022); UberB&R0002272 at '2275 (May 9, 2022);
 27 UberB&R0002254 at '2259 (July 18, 2022); UberB&R0002268 at '2269 (Nov. 7, 2022);
 28 UberB&R0002283 at '2287 (Feb. 6, 2023); UberB&R0002294 at '2300 (May 8, 2023);
 UberB&R0002301 at '2303–04 (July 17, 2023); UberB&R0002305 at '2311 (Oct. 30, 2023).

¹²⁵ UberB&R0002305 at '2311.

¹²⁶ UberB&R0002301 at '2304.

¹²⁷ *Id.*

¹²⁸ UberB&R0002305 at '2310.

1 224. Although Uber renewed its license in September 2024, it was only granted another
2 30-month license, as opposed to a maximum five-year license, because “given the scale and root
3 causes of certain breaches during the [2022-2024] Period” Uber required “[c]lose monitoring.”¹²⁹

4 225. Lead Counsel’s investigation confirmed that the Uber Board was reactive, not
5 proactive. For example, FE 1 confirmed that based on his own personal observations and those of
6 his teammates, the Board was reactive rather than proactive. FE 1 explained that this meant that
7 the Board did not really take an interest in the safety team’s work or solicit information from the
8 safety team, and the Board would pretend to take action or would take action only in the face of
9 public relations incidents.

10 226. As an example, FE 1 described how when Uber launched the law enforcement
11 portal, it came out with very little input from the law enforcement liaison team. The beta testing
12 was conducted haphazardly. FE 1 remembered building out several presentations with colleagues
13 on what would be a better intake model for the law enforcement response team, including scaling
14 a process that would make the job faster and easier, get data more quickly, and get the information
15 out to law enforcement more quickly. FE 1 reiterated that his team developed and presented
16 several improvements that would have painted them in a better light with law enforcement as well
17 as helped survivors more quickly close their cases.

18 227. By the time FE 1 left Uber, nothing had really changed. Uber rolled out the new
19 law enforcement portal, and there were improvements on the face of it, but the functionality was
20 not there on the back end. As FE 1 put it, they made the website prettier, but it did not make it
21 more functional. FE 1 confirmed that the effort was more about public-facing perception than
22 making the platform safer, as it was more aesthetically pleasing than functional.

23 228. FE 1 confirmed that if there was a safety trend and it is public-facing, then it would
24 be escalated to the Board. FE 1 never saw any safety trend escalated to the Board where the
25 catalyst was not public-facing.

26
27
28 ¹²⁹ Transport London, Application for London Private Hire Vehicle Operator’s Licence by
UBER LONDON LIMITED (REF # 7979), at 36 (Sep. 20, 2024), available at
<https://content.tfl.gov.uk/tfl-to-uber-2024-licence-decision-note.pdf>.

1 229. FE 1 described how the sexual assault issue would ebb and flow. According to FE
2 1, Uber's response depended on whether the complaint came through the media. That would
3 determine the response. With respect to another recommendation from FE 1's safety team to create
4 a reference number to provide to law enforcement in sexual assault cases, FE 1 confirmed that
5 Uber halfway implemented it. FE 1 explained that Uber was paying lip service to this; they wanted
6 to point to something they did even though they knew it was not effective.

7 230. As another example, FE 2 was a Senior Investigator I at Uber from October 2020
8 through April 2025. FE 2 handled driver and passenger complaints for North America and Canada
9 that pertained to sexual assault, physical assault, and verbal assault. Prior to working at Uber, FE
10 2 had experience in the field as a police dispatcher for the Colorado State highway and also as a
11 deputy probation officer. In his prior roles, FE 2 had some experience working with survivors of
12 sexual assault.

13 231. FE 2 felt that passenger safety was a secondary or tertiary concern for the Company.
14 FE 2 explained that Uber was reactive to incidents rather than being proactive.

15 232. FE 2 further explained that the Board did not seem to care about safety and made
16 no effort to get feedback on decisions to push out products. Specifically, FE 2 explained that
17 generally speaking, the Board was not interested in getting insight from Uber's safety team.
18 According to FE 2, the safety team was notified about policies that impacted safety late; they never
19 provided feedback on safety policies, nor was it wanted.

20 233. FE 2 felt that his safety team was on the backburner and user safety was not a
21 priority. According to FE 2, the primary goal at Uber was to get more users on the platform. As
22 an example, FE 2 described an Uber Teens case where it was alleged that the driver had drawn a
23 Nazi symbol on the dashboard. FE 2 investigated and determined that the driver had drawn a
24 Hindu symbol. FE 2 spent more days on this case getting statements than on active sexual assault
25 cases that were backlogged. FE 2 was told to put everything on the backburner, and it was
26 troubling to him that they prioritized this over sexual assault cases.

27 234. FE 2 felt that it was misleading for the Board to tell the public that it actively
28 oversaw safety. Rather, FE 2 explained the Board did not have much oversight or involvement

1 with safety at all. FE 2 reiterated as an example that they would not take any safety feedback on
2 Uber Teens, and this was consistent with any time they rolled out new products on the platform.
3 FE 2 confirmed that the Board knew the high frequency of sexual assaults and knowingly turned
4 a blind eye by not actively soliciting feedback and taking an active role over safety issues.

5 **I. Uber Rejects or Delays Implementation of Multiple Tools That Would Have**
6 **Made Uber Safer**

7 235. Uber knew how to make its platform safer. It studied the solutions in detail. And
8 its own employees identified measures that would reduce sexual violence, and its own analyses
9 showed those measures could work.

10 236. But when those measures required Uber to spend money, exercise more control
11 over drivers, weaken its independent-contractor defense, or risk losing riders or drivers, Uber
12 rejected, delayed, or watered down potential remedial measures.

13 237. The pattern exposes the hypocrisy at the core of Uber's business: the Company
14 exerts extensive control over its drivers when control generates profit, but it disclaims that control
15 the moment accountability would require spending money to protect a customer.

16 238. Crucially, Uber's internal data demonstrated that sexual-assault risks were not
17 evenly distributed across the platform. Uber knew that intoxication, late-night and weekend rides,
18 bar-adjacent pickups, and vulnerable passengers traveling alone were associated with heightened
19 risks of sexual assault and sexual misconduct. Yet Uber did not disclose those risk factors to riders
20 even as it increasingly refined its understanding of when, where, and under what circumstances
21 sexual assaults were most likely to occur.

22 239. Instead, Uber continued marketing its service for many of the circumstances it
23 internally associated with elevated risk. Uber promoted itself as an alternative to driving after
24 drinking and encouraged use of the platform in designated-driver scenarios, even while internally
25 recognizing that intoxication was a recurring feature of sexual-assault incidents and that rides
26 originating near bars presented heightened risks.

27 240. Independent experts reached the same conclusion. Dr. Veronique Valliere, a
28 clinical and forensic psychologist who served as a plaintiffs' expert in the MDL, concluded that
the rideshare environment is fundamentally conducive to sexual assault and mistreatment of

women passengers, and that Uber contributed to that risk by marketing to women on the promise of safety and trust without addressing the underlying danger.¹³⁰

241. Dr. Valliere specifically identified the contradiction between Uber’s marketing and its internal knowledge. In her opinion, Uber “built a brand and reputation of safety and trustworthiness, highlighting specifically the very situations for women that made them more at risk without telling them that they were more at risk.”¹³¹

242. Dr. Valliere opined that Uber controls all three elements of the “crime triangle”—ability, desire, and opportunity—and is therefore best situated to prevent sexual assault, yet chose to portray itself as safe, particularly to women and to intoxicated passengers traveling late at night, rather than deploy the measures its own research showed would reduce assaults.¹³²

243. Dr. Valliere further concluded that “at times of victim vulnerability, Uber did not educate victims nor put in things in advance to inform people of what makes them more vulnerable with the risk factors they knew.”¹³³ Thus, according to Valliere, Uber’s failure was not simply an inability to prevent every assault, but its failure to warn riders about risk factors the Company had already identified through its own data.

244. The California Superior Court admitted Dr. Valliere’s opinions on risk and failure to warn in the JCCP bellwether proceedings.¹³⁴

245. The foreseeability of those risks was likewise central to the MDL analysis. As the Court explained, Uber drivers are tasked with “picking up strangers, often alone, sometimes intoxicated, sometimes late at night, in vehicles under the drivers’ sole control.” The Court concluded: “No imaginative leaps are required to grasp why this is so.”¹³⁵

¹³⁰ MDL at 34–35, ECF No. 4836-2 (N.D. Cal. Dec. 30, 2025) (quoting Valliere Rep. at 23).

¹³¹ Dr. Veronique Valliere, Trial Tr. (Day 4) 614:22–615:01.

¹³² MDL at 17–19, 56–57, ECF No. 4617 (N.D. Cal. Dec. 10, 2025) (summarizing Valliere Rpt.).

¹³³ Dr. Veronique Valliere Trial Tr. (Day 4), at 614:18–21.

¹³⁴ *In re Uber Rideshare Cases*, JCCP No. 5188, Order on Parties’ Motions in Limine at 34–36 (Sup. Ct. S.F. Cnty. Aug. 29, 2025).

¹³⁵ *In re Uber Techs., Inc., Passenger Sexual Assault Litig.*, 745 F. Supp. 3d 869 (N.D. Cal. 2024) (J. Breyer Opinion from Aug. 15, 2024).

1 246. To that end, Uber did more than merely identify recurring risk factors in the
2 abstract. It incorporated those factors—including the time and location of rides, prior driver
3 conduct, geographic characteristics, and particular driver-rider pairings—into technology designed
4 to predict which trips were most likely to result in serious interpersonal conflicts and sexual
5 assaults.

6 247. In other words, Uber’s own technology confirmed that sexual assaults were
7 predictable and preventable. Yet, rather than deploying this predictive technology to protect
8 passengers, Uber structured its business model and public communications to actively conceal the
9 true scope of sexual misconduct on its platform.

10 248. Former product manager Katherine Parker admitted that “Uber’s business model
11 provides a unique challenge” to implementing safety measures, because the Company limited
12 “mandated training and interventions that can be imposed” to preserve drivers’ independent status.

13 249. When misconduct did occur, Uber suppressed the data; its public reporting metrics
14 intentionally excluded purportedly “less serious” categories of sexual misconduct—such as
15 masturbation, verbal threats of sexual assault, and sexual leering.

16 250. To manage the fallout, in October 2017, Uber’s Director of Safety
17 Communications, Andrew Hasbun (“Hasbun”), distributed talking points designed to provide
18 “context” to minimize the impact of reporting the total number of sexual assaults. By Uber’s own
19 account, it acted to protect its safety narrative rather than the passengers that narrative was
20 supposed to describe.

21 251. Uber nevertheless continued to emphasize the superficial safety features it had
22 developed, without ever establishing that several of those features actually reduced sexual assaults.
23 Chief Product Officer Sachin Kansal testified that Uber had not conducted a scientific study
24 measuring the safety impact of Share My Trip, PIN Verification, and Trusted Contacts, explaining
25 that Uber had not used a holdout group over a sufficient period to determine whether the features
26
27
28

1 produced a “differential safety impact.” When the Court asked directly, “Did you do a study?”
 2 Kansal responded: “We did not do a safety impact study.”¹³⁶

3 ***

4 252. The same pattern repeated across many of Uber’s concrete safety measures,
 5 including: S-RAD, ride check, cameras, driver training, comprehensive background checks, a
 6 driver removal system, and a women-driver-matching program. Each measure would have made
 7 Uber demonstrably safer. And each safety measure was rejected, delayed, or watered down to
 8 protect the Company’s costs and its independent-contractor model.

9 253. Indeed, as discussed below, FE 1 described how he and his safety team made
 10 several recommendations to leadership that were turned down, including (i) live tracking; (ii)
 11 implementing a predictive tool that would have prevented drivers with sexual assault records from
 12 being matched with women passengers; (iii) providing sexual assault training to drivers; and (iv)
 13 requiring cameras in cars.

14 **1. S-RAD**

15 254. By 2017, Uber possessed a tool that could identify the most dangerous rides on its
 16 platform before they happened. That year, Uber’s data scientists built Safety Risk Assessed
 17 Dispatch (“S-RAD”), a machine-learning model that scored every prospective driver-rider pairing
 18 for the risk of sexual assault and sexual misconduct before the ride was dispatched. The model
 19 drew on 43 predictors across four categories: trip attributes (such as time, location, and proximity
 20 to bars); rider attributes (such as age, gender, and history); driver attributes (such as prior incidents,
 21 driving patterns, and ratings); and environmental factors. Each pairing received a relative risk
 22 score between zero and one, with one representing the highest risk of a serious safety or
 23 interpersonal-conflict incident.¹³⁷

24 255. The tool worked. When Uber tested S-RAD in Los Angeles in 2018, internal
 25 materials described it as potentially “Uber’s most effective intervention for preventing sexual
 26

27 ¹³⁶ Sachin Kansal Trial Tr. (Day 14 PM), at 3010:13–16, 3081:17.

28 ¹³⁷ See MDL Pls. Ct. Ex. 12A at 20–21 (Wong Dep. Jan. 7, 2026), at 106:12–25, 107:4–20, 108:21–109:01.

assaults” and estimated its recall rate at approximately 15–18%.¹³⁸ The same materials identified an opportunity to reduce serious sexual assault and sexual misconduct incidents by as much as 18%.¹³⁹ Sunny Wong confirmed that assessment under oath in the MDL, testifying that S-RAD may be the most effective tool Uber has for preventing sexual assaults.

256. Uber therefore faced a choice about what to do with that capability. It could have configured S-RAD to block every pairing the model identified as high risk, so that the most dangerous rides on its platform were never dispatched at all. Instead, at every decision point, Uber delayed, narrowed, and diluted the tool to protect its commercial interests.

257. Foremost, Uber delayed. Notwithstanding the 2018 Los Angeles results, Uber declined to deploy S-RAD at scale for years and did not roll the tool out across the United States until 2022.¹⁴⁰ Throughout that period, Uber continued dispatching riders without the intervention its own scientists had identified as the Company’s most effective means of preventing sexual assault.

258. When Uber did deploy S-RAD, it chose to “downrank” high-risk pairings rather than block them. As deployed, S-RAD did not prevent a flagged pairing from being dispatched. It merely pushed that pairing lower in the matching queue so that a different pairing might be selected first. If no alternative was available, or if Uber’s matching logic otherwise selected the flagged pairing, the high-risk ride proceeded. Internal materials conceded that S-RAD was designed to minimize “marketplace impact.”¹⁴¹ The level at which S-RAD intervened was thus set not by what the technology could detect, but by the volume of high-risk rides and resulting sexual assaults that Uber was willing to tolerate.

259. Uber set the intervention threshold so narrowly that the tool touched almost none of its trips. An internal S-RAD FAQ dated April 7, 2022, explained that Uber had set its “trip

¹³⁸ Ex. 268 (2018 internal presentation), identified in Dkt. 3695 (comparison chart); *see also* MDL Pls. Ct. Ex. 12A at 8–9 (Wong Dep. June 25, 2025), at 61:07–62:01.

¹³⁹ *See* Document titled “FAQ for MTR,” MDL_DX_03867 at 4 (collaborators include Andrew Hasbun et al.)

¹⁴⁰ *Uber’s Festering Sexual Assault Problem*, *supra* note 18.

¹⁴¹ Document titled “FAQ for MTR,” MDL_DX_03867 at 7 (collaborators include Andrew Hasbun et al.).

trigger rate” at 1.25%, meaning that S-RAD intervened on only the top 1.25% of trips by risk score.¹⁴² The remaining 98.75% of trips proceeded through Uber’s normal dispatch process with no S-RAD intervention whatsoever, regardless of how elevated the risk score.

260. Uber set that rate, in its own words, “based on the results of our prior experiments and input from marketplace ops in a way to limit the potential negative marketplace impact.”¹⁴³ A December 11, 2023 S-RAD overview stated the governing principle without qualification: Uber “seek[s] to avoid hurting the marketplace.”¹⁴⁴

261. Uber knew exactly what that choice cost. Its own analysis showed that if S-RAD flagged the top 10% of trips rather than the top 1.25%, the tool would have captured roughly half of all reported serious sexual assaults and sexual misconduct on the platform. Uber chose 1.25%.¹⁴⁵

262. Uber also varied the threshold from market to market to suit its supply needs rather than its riders’ safety. In August 2023, Uber set the S-RAD threshold as low as 0.77 in the San Francisco Bay Area while applying a threshold of 0.936 to late-night trips in Phoenix, meaning that a late-night Phoenix rider had to be paired with a far riskier driver before S-RAD would act at all. And when available drivers are scarce, Uber lowers the threshold further so that higher-risk rides can be dispatched to maintain supply.¹⁴⁶ The threshold was an intentional business decision, not a technical constraint.¹⁴⁷

¹⁴² MDL Pls. Ct. Ex. 12A at 27 (Wong Dep. Jan. 7, 2026), at 139:08–139:11 (“For 2023, Mr. Wong, the overall trigger rate that Uber used for the entire United States was 1.25%, right?”—“A. Right.”).

¹⁴³ MDL Pls. Ct. Ex. 12A at 30 (Wong Dep. Jan. 7, 2026), at 155:14–16, 157:17–25.

¹⁴⁴ MDL Pls. Ct. Ex. 12A at 29–30 (Wong Dep. Jan. 7, 2026), at 148:07–17, 151:7–152:25, 157:13–25 (discussing December 11, 2023 document on S-RAD).

¹⁴⁵ MDL Pls. Ct. Ex. 12A at 29–30 (Wong Jan. 7, 2026 Dep.) 151:7–152:25, 156:12–17, 157:13–25, 163:18–174:12, ECF No. 5103-10; MDL Pls. Ct. Ex. 8A at 32, 33 (Wong Oct. 14, 2025 Dep.) 388:21–392:21.

¹⁴⁶ Clare Duffy, *Terms of Service: Could Sexual Assault Lawsuits Change Rideshare Apps?*, CNN Podcasts (May 5, 2026), available at <https://www.cnn.com/audio/podcasts/terms-of-service-with-clare-duffy/episodes/3fe0fa0e-af5d-11f0-b539-d3a22c12dca7>.

¹⁴⁷ MDL Pls. Ct. Ex. 12A at 15 (Wong Dep. Jan. 7, 2026), at 78:09–79:10 (Wong agreed “that threshold is set by Uber, correct? A. Correct.”, and that it is “not something that’s dictated by law or regulation, correct? A. Not that I know of.”).

263. When Uber briefly did use S-RAD to block dangerous rides, its business teams reversed course. In March 2023, S-RAD began operating as a hard filter that categorically prevented the dispatch of high-scoring pairings. Within a year, Uber’s Matching team, the team responsible for Uber’s driver-rider dispatch algorithm, asked the Safety team to “switch from soft to hard filtering” in order to reduce riders’ wait times starting in May 2023.¹⁴⁸ Uber thus weighed a rider waiting a few additional minutes against a rider being placed in a car with a driver its own model had flagged as dangerous, and resolved that question in favor of shorter wait times.

264. The consequences were measurable, and Uber recorded them. After Uber changed its Matching Framework Service in 2023, S-RAD’s “slip-through” rate, meaning the frequency with which a pairing was dispatched after the system had flagged it as risky, rose from approximately 30% to approximately 55%. A majority of the pairings Uber’s own tool identified as the riskiest were being dispatched notwithstanding the flag, and internal documents recorded hundreds of serious sexual assault and sexual misconduct incidents on those trips.¹⁴⁹ Other internal S-RAD materials acknowledged the result in plain terms: “More high safety risk plans got dispatched” and “Some of them can result in serious SA/SM incidents later.”¹⁵⁰

265. A 2024 internal document confirmed that Uber continued to dispatch trips it had identified as high risk “without any intervention.”¹⁵¹

266. Uber’s own retained expert, Victoria Stodden, conceded that Uber still dispatched rides exceeding its own risk threshold, internally referred to as “slip-throughs,”¹⁵² and

¹⁴⁸ See PowerPoint Presentation, “Leadership Update” (Mar. 6, 2022), Ex. MDL_P-01366, at 48, 94; see also PowerPoint Presentation, “[ACP] Women Preferences (ELT discussion)” (June 20, 2024) (in custody of Dara Khosrowshahi, Andrew Hasbun, et al.), Ex. MDL_P-01486, at 19 (Women Preferences deck similarly recommends “piloting Hard filter for drivers and Hard+Soft+Reserve for rider” and flags marketplace considerations such as ETA and cancellation rate).

¹⁴⁹ *In re Uber Techs., Inc. Passenger Sexual Assault Litig.*, No. 3:23-md-03084 (N.D. Cal. Feb. 17, 2026), ECF No. 5255, Trial Ex. P-03134 at P-03134.00028.

¹⁵⁰ See PowerPoint Presentation, “Leadership Update” (Mar. 6, 2022), Ex. MDL_P-01366, at 96.

¹⁵¹ *Uber’s Festering Sexual Assault Problem*, *supra* note 18.

¹⁵² Stodden Trial Tr. 2949:14–20; 2951:9–21; 2952:3–6.

acknowledged an internal Uber document stating that “there are still dispatched trips identified as high risk by S-RAD that we are not doing any intervention.”¹⁵³

267. Despite this internal knowledge, Uber publicly told its riders nothing. Uber built S-RAD as an internal dispatch tool and never as a rider-facing warning. As Uber’s own materials put it, “[d]river and rider are not aware.” Wong confirmed that the practice was categorical: Uber does not tell riders their S-RAD scores before dispatching a driver to pick them up.¹⁵⁴ Uber thus possessed a tool that could identify a dangerous ride before it began, chose to let the great majority of those rides proceed, and then sent the rider into the car without a word.

268. Uber understood how these choices would look if they became public, and it planned accordingly. A slide note in an August 2, 2021 S-RAD leadership presentation warned that if Uber ever had to “disclose information” about its practice of dispatching trips it knew were high risk, it would be “hard to explain” to “the public, government officials, et cetera” “how we explain or justify we had the information that it was a high-risk trip but we still match it . . . and a very bad incident happened.”¹⁵⁵

269. By December 2023, an “S-RAD Leadership Update” recommended “No Proactive PR” and proposed instead a “‘breadcrumb’ strategy” to “[w]eave in more bold language alluding to SRAD in blogs, speeches, etc.,” reasoning: “If a leak happens, we can’t be accused of hiding the basic principles of SRAD.”¹⁵⁶

270. The same presentation identified a specific reason to withhold S-RAD’s testing results: “Sharing testing results would mean we admit groups were not part of SRAD and could have been exposed to increased risk.”¹⁵⁷ If S-RAD leaked, Uber’s planned response was to “lean

¹⁵³ *Id.*

¹⁵⁴ MDL Pls. Ct. Ex. 12A at 6, 12–14, 20 (Wong Dep. Jan. 7, 2026), 38:24–39:1, 70:7–21, 72:9–73:14, 104:2–7 (Q: “Uber doesn’t tell anyone about what their S-RAD scores are before they send the driver to go pick them up, do they?” A: “No, they do not.”).

¹⁵⁵ See PowerPoint Presentation, “Leadership Update” (Mar. 6, 2022), Ex. MDL_P-01366, at 519.

¹⁵⁶ *Id.* at 301.

¹⁵⁷ *Id.*

1 into better matches versus safer matches,” in part to avoid “‘Uber’s rape prevention tool’-type
2 stories.”¹⁵⁸

3 271. Uber’s public statements followed that script. Its newsroom told riders only that
4 the Company had “used data to inform our trip matching algorithm” to make better matches
5 between drivers and riders, that S-RAD “does not flag high-risk drivers,” and that it cannot reliably
6 predict whether an individual pairing or trip will result in an incident. Internally, Uber called the
7 same tool a “data-driven intervention for preventing sexual assaults” and used it to identify exactly
8 the high-risk trips it publicly disclaimed the ability to predict.¹⁵⁹

9 272. Jaylynn Dean bore the consequences of these choices. On the night of November
10 15, 2023, S-RAD scored her pairing with Hassan Turay at approximately 0.81, a score reflecting
11 an elevated risk of a serious incident. Because Uber had set its threshold for late-night Phoenix
12 trips at 0.936, the system took no action and the ride proceeded.¹⁶⁰ Uber never told Dean that her
13 pairing had been scored, never told her where it had set the threshold, and never told her that S-
14 RAD existed at all. Turay raped her during the ride.

15 273. Nor can Uber claim that its diluted version of S-RAD achieved its purpose. Uber’s
16 own expert admitted that “there hasn’t been a statistically significant decrease” in reported rapes
17 between 2017 and 2024 and agreed that “the rape rate has not gone down.”¹⁶¹ That outcome was
18 not a failure of the technology. It was the foreseeable result of building a tool capable of removing
19 the most dangerous rides from its platform and then choosing, again and again, to leave those rides
20 on the road.

21 274. As another example of the Company prioritizing profits over safety, FE 1 explained
22 that Uber had started using a predictive behavior tool to determine if a driver was more likely to
23 sexually assault someone or not based on historical reports made about the driver such as a
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25 ¹⁵⁸ *Id.*

26 ¹⁵⁹ See Document, Uber Newsroom, Uber’s Safety Record; S-RAD Model Overview (July
27 2018) (in custody of Sunny Wong), Ex. MDL_P-01711 at 1.

28 ¹⁶⁰ MDL Pls. Ct. Ex. 12A at 27 (Wong Jan. 7, 2026 Dep.) 38:24–39:1, 70:7–21, 72:9–73:14,
104:2–7.7.

¹⁶¹ Stodden Trial Tr. at 27, 2923:19–22.

1 previous sexual assault incident. FE 1 explained that the next step would have been not to pair
2 them with a woman passenger. FE 1 confirmed that the Company determined not to take this next
3 step even though it would have made the platform safer for women passengers.

4 275. Instead, the Company prioritized profits. According to FE 1, there was concern
5 within Uber that patrons might not want to use Uber's platform if they started asking for their
6 gender identification and this would impact the Company's profits. According to FE 1, the
7 decision to use a predictive tool to determine whether a driver was likely to sexually assault
8 someone was not implemented out of a concern regarding liability for discrimination. FE 1
9 confirmed that the decisions involving this predictive tool involved senior managers, directors, the
10 communications team, the legal team, Vice Presidents such as Gus Fuldner, former SVP of Core
11 Services at Uber, and the C-suite.

12 276. Notably, FE 1 further explained that the solution was not to remove the driver from
13 the platform. Drivers with previous sexual assault incidents are known to Uber and allowed to
14 drive. According to FE 1, the competition has always been for the drivers. FE 1 explained that if
15 they had fewer drivers, that increases the price and Uber ends up being less profitable. FE 1
16 confirmed it was apparent that the priority was keeping drivers on the platform.

17 277. Several people on FE 1's team and other teams brought up the fact that Uber's
18 positions on not removing drivers were duplicitous. FE 1 confirmed that the safest thing would be
19 just to sever ties with the driver.

20 278. FE 1 further explained that due to the competitive environment of ride share, the
21 issue from the Company's perspective was maintaining the supply of drivers. According to FE 1,
22 the more drivers you kick off the platform, the harder it is for the Company to turn a profit. FE 1
23 confirmed that Uber's goal is to increase the number of trips in order to increase marginal revenue.

24 **2. Ride Check and In-App Emergency Button**

25 279. RideCheck is another example of a purported safety measure that Uber knew did
26 not work and failed to correct. Uber developed RideCheck as a real-time monitoring system that
27 used GPS and other smartphone sensor data to identify anomalies during active rides, including
28 unexpected route deviations, unusually long stops, midway drop-offs, and possible crashes.

280. Uber announced RideCheck in September 2018 and began piloting the feature later that year. The Company separately launched an in-app Emergency Button in 2018 that allowed riders and drivers to connect to a local emergency number. Uber’s 2017–2018 and 2019–2020 U.S. Safety Reports identified RideCheck and the In-App Emergency Button as principal mechanisms through which Uber could reach users in response to potential safety events.

281. Yet Uber’s own research showed a gap between what users expected from such products and what the products actually provided. Concept research concerning the Emergency Button recorded an “Expectation that police or third party security service will pull over car within a few minutes,” while separately observing that users had “[n]o expectation for real time action from company, but expectation that Uber will be alerted and follow up within a few hours.”¹⁶²

282. Uber also knew that users were frequently unaware of its existing safety features. A presentation on 2018 priorities reported that riders and drivers were “not aware of existing safety features,” and that only 55% of riders and 62% of drivers agreed, either strongly or somewhat, that Uber was “committed to safety.”¹⁶³

283. On August 24, 2018, Andrew Hasbun criticized the Company’s failure to explain even its existing Emergency Button: “we have a 911 button and make no mention of it online anywhere except on blogs that WE wrote. You want to own it, then own it and build it. That button has been out since May and there is no online resource about how it works except the comms blog.”¹⁶⁴

284. Hasbun also objected to proposed public messaging suggesting that Uber’s safety products deterred misconduct. As Uber prepared to roll out new safety features, Hasbun wrote: “No I don’t. We have a sexual assault problem. Let’s stop pretending like we are trying to battle pick pockets and petty crime.”¹⁶⁵

¹⁶² See Document, “Concept Feedback Master Table” (Nov. 3, 2021) (in custody of Kate Parker), Ex. MDL_P-00022, at 3.

¹⁶³ See PowerPoint Presentation, “[FINAL] Stand for Safety - 2018 Strategy and Plan” (Dec. 13, 2017) (in custody of Roger Kaiser, Jodi Page, and Kate Parker), Ex. MDL_P-01572, at 55.

¹⁶⁴ See Slack Message (Aug. 24, 2018) (in custody of Brooke Anderson and Andrew Hasbun), Ex. MDL_P-00092, at 5.

¹⁶⁵ *Id.* at 4.

285. Responding to proposed language describing Uber’s “sensing” technology, Hasbun wrote: “Sounds like a lot of babble and no meat. People are going to want to know what it does and how it’ll work.”¹⁶⁶ Brooke Anderson agreed: “we can’t introduce it without more meat, completely agree.” At the same time, Uber was preparing advertising built around the claim that it was “putting safety at the heart of everything we do.”¹⁶⁷

286. Hasbun raised the same problem with language suggesting that RideCheck would provide riders with “assistance.” He objected: “The truth is we aren’t helping. You help yourself with the tools we give you . . . Assistance is misleading.”¹⁶⁸ Thus, before RideCheck was nationally deployed, Uber’s own Director of Global Safety Communications recognized the distinction between providing riders tools they could use themselves and representing that Uber would affirmatively assist a rider during an unfolding emergency.

287. Uber launched RideCheck nationally on September 17, 2019. When triggered, RideCheck could send an in-app notification asking whether the rider was okay and provide access to safety resources, including emergency services and other in-app tools.

288. But RideCheck depended on the person experiencing the dangerous situation being able to receive, recognize, and respond to the notification. Dr. Valliere in the MDL bellwether proceedings testified that RideCheck was “[n]ot particularly” a deterrent to sexual assault because, among other limitations, a guest rider might not receive the notification and the product imposed “multiple levels of decision-making for a victim that may be in a high-stress situation.”¹⁶⁹

289. Those limitations mattered because Uber itself associated the circumstances detected by RideCheck—including prolonged stops and route deviations—with potentially serious safety events. Uber likewise knew that intoxicated or otherwise vulnerable riders might be particularly unable to respond effectively during an assault.

¹⁶⁶ *Id.*

¹⁶⁷ *Id.*

¹⁶⁸ *Id.*

¹⁶⁹ Dr. Veronique Valliere Trial Tr. (Day 5), at 738:9–23.

1 290. The Dean assault ultimately illustrated that limitation. Before Dean was matched
2 with Hassan Turay, Turay had triggered “119 long stop” anomalies detected by RideCheck.¹⁷⁰ Yet
3 Uber had not removed him from the platform. When RideCheck detected an anomaly during
4 Dean’s ride, the system sent Dean a notification asking whether she needed help. Dean could not
5 respond because she was being raped.

6 291. RideCheck therefore did not cure the more fundamental problem identified
7 throughout Uber’s internal safety records: the Company could detect circumstances associated
8 with elevated danger, but many of its products still depended on a rider already experiencing that
9 danger to take affirmative steps to protect herself.

10 292. FE 1 explained that based on recommendations through his safety team’s work with
11 law enforcement agencies, live tracking could have helped prevent sexual assaults and rapes and
12 also assist with AMBER Alert cases where children are abducted, human trafficking cases and
13 fugitive cases. According to FE 1, live tracking would enable law enforcement to locate
14 individuals in real time and enact an arrest or recovery.

15 293. FE 1’s safety team was in favor of implementing live tracking, and they wrote
16 several papers and recommendations about how this should be implemented and why it was
17 helpful. The recommendation went to FE 1’s boss, Michael Sullivan, Uber’s Senior Director of
18 Trust & Security, Global Safety, as well as one of two Chief Ethics, Compliance & Security
19 Officers at Uber.

20 294. FE 1 confirmed that they had a lot of issues and pushback from Uber’s legal team
21 on his safety team’s recommendation to use live tracking for safety reasons because they did not
22 want Uber to look like a surveillance platform. FE 1 explained that this recommendation could
23 give that appearance, which would dissuade riders from using the platform and cost the Company
24 money. FE 1 understood that the determination was made that it was not worth spending money
25 on this.

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¹⁷⁰ Thomas R. Tremblay Trial Tr. (Day 8), at 1395:20–23.

1 295. According to FE 1, the conversation about live tracking died and it was apparent
2 that no one at a higher level wanted to have that conversation because they had already made up
3 their minds based on the cost and the perception. Ultimately, FE 1 explained that his safety team's
4 recommendation to develop a live tracking app was denied and no official reason was provided.

5 296. FE 1 further confirmed that leadership knew that without building the live tracking
6 app that his safety team recommended, there was no practical way to get information regarding
7 crimes in progress, including sexual assault and rape, to law enforcement. FE 1 explained as an
8 example that the notification to Uber about a rider being off-track that Uber did provide would not
9 help a rider who is incapacitated and a driver parks and assaults them. In this situation, FE 1's
10 safety team recommended that instead, law enforcement be notified so that they could conduct a
11 welfare check. FE 1's safety team concluded that this could not work without live tracking, which
12 the Company refused to implement.

13 **3. Cameras**

14 297. Uber's own analyses recognized that recording rides could reduce safety incidents
15 and provide a deterrent to misconduct. The Company repeatedly evaluated camera-based safety
16 initiatives and internally acknowledged their potential to improve rider and driver safety.

17 298. A 2017 presentation confirmed that recording rides by default was feasible, cost-
18 effective, and would reduce the likelihood of misconduct—an idea Defendant Khosrowshahi
19 himself raised shortly after becoming CEO in 2017. Uber nonetheless refused to mandate cameras.

20 299. Uber studied cameras in detail and understood exactly what they would accomplish.
21 On October 30, 2017, Uber created a 53-page presentation deck titled "Uber Safety Device." In a
22 slide called "Dara's request," the presentation described a networked camera in Uber cars that was
23 inexpensive, easy to install, and would record each trip by default and erase afterward. The
24 executive summary concluded that the technology existed and was cost-effective, and identified
25 two safety use cases: interpersonal conflict and driver assistance. The deck identified employment
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1 law and privacy concerns as challenges. It identified no technological or cost barrier to
2 deployment.¹⁷¹

3 300. The presentation also spelled out the safety benefits. For riders and drivers,
4 cameras would provide peace of mind, evidence to corroborate a complaint, and deterrence:
5 “[b]eing recorded will reduce likelihood of potential misconduct.”¹⁷² For Uber, they promised
6 brand enhancement, increased retention, differentiation, and growth by attracting riders and drivers
7 who might otherwise be wary of safety risks.¹⁷³

8 301. Nor did Uber identify a cost as an impediment. Specifically, the deck evaluated
9 three hardware options: a driver phone mount at \$0–\$6, which would produce “unreliable video”;
10 a networked camera at approximately \$100 plus \$5 per month; and a safety device at
11 approximately \$250 plus \$5 per month. The accompanying insurance analysis called cameras “a
12 strong deterrent to interpersonal conflict” and “[v]ery valuable for ‘he said/she said’ nature of
13 interpersonal incidents.”¹⁷⁴

14 302. Uber nonetheless decided not to mandate cameras. Internal documents indicate that
15 the decision had little to do with whether cameras worked and everything to do with avoiding
16 liability and perpetuating the false perception that Uber was safe.

17 303. Mandating cameras would have required Uber to exercise greater control over
18 drivers’ activities, carrying employment-law implications for its independent-contractor drivers—
19 including obligations to pay minimum wage, overtime, employee benefits, and rest breaks—that
20 the Company wanted to avoid.

21 304. Indeed, a member of Uber’s operations team, Andrew Macdonald, strongly
22 cautioned against placing cameras in cars, writing: “We need to be very careful in testing this
23

24 ¹⁷¹ Notice of Motion and Motion for Enforcement of the Protective Order, *In re Uber*
25 *Technologies, Inc., Passenger Sexual Assault Litig.*, No. 3:23-md-03084-CRB (LJC) (N.D. Cal.
Aug. 13, 2025) at 9 (describing “Ex. 236”).

26 ¹⁷² Compendium of Evidence in Support of Plaintiffs’ Opposition to Defendants’ Motion for
27 Summary Judgement or, In the Alternative, Summary Adjudication (Volume 8) [Redacted
Version], *In Re: Uber Rideshare Cases*, No. CJC-21-005188 at 68 (Super. Ct. of Cal., San Fran.
Cnty., Dec. 9, 2025) (Ex. 236).

28 ¹⁷³ *Id.*

¹⁷⁴ *Id.*

anywhere. We do not want this to find its way into regulation. It would be majorly expensive. . . . Plus, it begs the question of what we are solving, since we argue everywhere that we are the safest ride on the road without cameras.”

305. This internal calculation—shielding the Company’s financial interests and its public position that it was “the safest ride on the road without cameras”—consistently overrode safety tech integration. This aversion to necessary safety modifications was an established corporate pattern; as early as December 2014, an internal email from an engineer noted, “We seem to be investing heavily at growth, but are rather slow to move on our core value proposition of safety[.]”¹⁷⁵

306. By then, Uber had nonetheless terminated its dashcam pilot, the “Nauto dashcam pilot”—which was launched in July 2019 with approximately “5K devices” in Florida, Texas, and Tennessee, and instructed drivers to uninstall their dashcams.¹⁷⁶ Internal documents cited “[e]mployment legal issues” and the risk that cameras “[c]ould prompt regulatory requirements” as reasons for not scaling the program.¹⁷⁷ “The biggest deal breaker as we see it is related to employment law.”¹⁷⁸

307. Meanwhile, Uber’s later analyses reinforced the safety benefits of cameras. In a November 10, 2020 safety-budgeting document, Uber reported that “[d]rivers who installed dashcam have reduced incident rate across all categories and reduction in dangerous driving is stat

¹⁷⁵ Bonnie Eslinger, *Uber Balanced Safety With Need For Growth, Jurors Told*, Law360 (Sep. 10, 2025), <https://www.law360.com/articles/2386656/uber-balanced-safety-with-need-for-growth-jurors-told> (quotations omitted); *see also Dean v. Uber Techns., Inc.*, 2:25-cv-04276-CRB at 65 (D. Ariz. Jan. 14, 2026) (“My overall conclusions were that growth was still prioritized over safety”).

¹⁷⁶ *See* Email, Subject: “Re: S&I Data Analytics / Ops DS Newsletter–Feb 2021” (March 5, 2021) (in custody of Roger Kaiser), Ex. MDL_P-01465, at 16; *see also* PowerPoint Presentation, Recording Update (Jan. 2023), Ex. MDL_P-01321 at 49.

¹⁷⁷ *See* PowerPoint Presentation with speaker notes, “Safety Two-Year Vision,” (Oct. 12, 2018) Ex. MDL-P-01339 at 19 (outlining “Safety Tech Shareout Day- Initial Thoughts”); *see also* PowerPoint Presentation and speaker notes, “Project–T Business Decisions” (Aug. 12, 2019) (in custody of Gus Fuldner, et al.), Ex. MDL_P-01177 at 27.

¹⁷⁸ Notice of Motion and Motion for Enforcement of the Protective Order, *In re Uber Technologies, Inc., Passenger Sexual Assault Litig.*, No. 3:23-md-03084-CRB (LJC) (N.D. Cal. Aug. 13, 2025) at 9 (describing “Ex. 102”).

1 sig.”¹⁷⁹ Uber also recognized that reducing those incidents presented a financial benefit,
 2 explaining: “With the opportunity here to drive down incidents and insurance/litigation costs too,
 3 we want to run a pilot” concerning dashcam models and scalable distribution.¹⁸⁰

4 308. Uber’s later data further confirmed that cameras worked. Uber’s October 2024
 5 “Safety Planning 2025” internal presentation reported a material reduction of 7% in interpersonal-
 6 conflict incidents across its dashcam pilot programs.¹⁸¹

7 309. [REDACTED]

8 [REDACTED]
 9 [REDACTED]¹⁸² The CEO was also aware of the safety benefits of
 10 cameras since 2017.¹⁸³ Indeed, just weeks after starting at Uber, Defendant Khosrowshahi
 11 “outlined a vision for a system of networked cameras in Uber cars.”¹⁸⁴

12 310. Thus, the Board was not merely aware of worsening safety metrics; it was also
 13 discussing a safety measure that Uber’s own analyses had identified as effective, but that Uber
 14 failed to implement.

15 311. With respect to the decision not to require cameras in cars, FE 1 explained that a
 16 primary consideration was the cost of the cameras and how Uber would recover the cameras if the
 17 driver left the platform. FE 1 further recalled discussions about concern about decreasing ridership
 18 if rides were recorded. FE 1 confirmed that this decision would be presented to a senior Vice
 19 President or the C-suite. According to FE 1, no product can launch at Uber without approval from
 20 the legal, communications, and safety departments.

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 23 ¹⁷⁹ See Email from Nick Murphy to Recipient, subject: Safety Planning ’21 (Budget) (Nov. 10, 2020) (custodian: Cory Freivogel), Ex. MDL_P-00226 at 3.

24 ¹⁸⁰ *Id.*

25 ¹⁸¹ See PowerPoint Presentation from Diana Escoffery et al., subject: Safety Planning 2025 (Oct. 2024), Ex. MDL_PX-1316_slip at slide 98.

26 ¹⁸² UberB&R-0003273 at ’3274.

27 ¹⁸³ Notice of Motion and Motion for Enforcement of the Protective Order, *In re Uber Technologies, Inc., Passenger Sexual Assault Litig.*, No. 3:23-md-03084-CRB (LJC) (N.D. Cal. Aug. 13, 2025) at 9 (describing “Ex. 236” and “Ex. 102”).

28 ¹⁸⁴ *Id.* at 9 (describing “Ex. 236”).

4. Training for Drivers

312. Uber also deliberately limited the training and interventions it provided to drivers to preserve the legal fiction of independent contracting and Uber's own profits. Effectively training and supervising drivers, including teaching them how to keep passengers safe and intervening when they did not, would have resembled the control an employer exercises over an employee, and would have threatened the lucrative independent-contractor classification.

313. Yet Uber chose profits over training. Its former product manager Katherine Parker acknowledged that Uber's business model posed a unique challenge to implementing safety measures, because protecting drivers' contractor status required Uber to limit the mandated training and interventions it could impose.

314. The DOJ has alleged the same: Uber takes a hands-off approach to its drivers and purposely does not train them in the law, so that it can keep insisting that its drivers are contractors over whom it has little or no control. Uber even considered outsourcing driver training to one or more third parties—a step that would place still greater distance between the Company and the people it puts behind the wheel.

315. Indeed, Uber did not interview or even meet prospective drivers, require prior experience or references, conduct drug or alcohol testing, or require applicants to pass tests. Instead, Uber principally relied on third-party background screening before allowing drivers to begin transporting passengers.¹⁸⁵

316. The training gap was not simply theoretical. In the same April 2018 CNN investigation discussed above, at least five drivers across various states reported that they had never received any sexual-harassment or assault training from Uber.¹⁸⁶

317. The result was a company that entrusted strangers with the safety of its passengers and then deliberately declined to teach those strangers how to keep passengers safe—all to preserve a legal argument about control and the profits that argument protected.

¹⁸⁵ *In re Uber Techs., Inc., Passenger Sexual Assault Litig.*, 745 F. Supp. 3d 869 (N.D. Cal. Aug. 15, 2024).

¹⁸⁶ *103 Uber Drivers Accused of Sexual Assault or Abuse*, *supra* note 47.

1 318. Lead Counsel's investigation confirmed that, out of a desire to preserve drivers'
2 independent contractor status and limit its own liability, Uber did not train drivers. For example,
3 based on FE 1's team's data analysis of trends regarding the frequency of sexual assaults by
4 drivers, his team recommended that the Company conduct increased driver sexual assault training.
5 For example, FE 1's team concluded that drivers needed to receive training to understand that if a
6 rider is unconscious and does not say no, this does not mean that the rider is consenting to sex. FE
7 1's team wanted this to be known so that the behavior, meaning the sexual assaults of unconscious
8 people in cars, stops or it sets consequences for the action.

9 319. In response, FE 1's safety team received pushback. FE 1 confirmed that the
10 Company's stance was that they provided training to employees and not contractors. By providing
11 training, FE 1 explained, it would be implied that the drivers are employees which would, in turn,
12 increase Uber's liability. FE 1 described how this was counterintuitive to what was happening.
13 FE 1 confirmed that senior VPs and C-suite of Uber made decisions regarding whether to take
14 increased safety actions, including not to implement this training.

15 320. As another example, FE 1 explained that drivers needed to be trained on what they
16 should do when they have a person inebriated to the point of unconsciousness in the back of their
17 vehicle. Uber did not have a simple answer for this, and it did not have an answer for how the
18 driver was supposed to navigate it. According to FE 1, Uber wanted to be pretty nebulous about
19 these issues.

20 321. FE 1 confirmed that there was no training on things like the fact that if a woman is
21 drunk she cannot consent and a driver cannot have sex with her, nor was there even basic training
22 on what to do if there is someone who is inebriated in the car. FE 1 further confirmed that there
23 was no training even in the face of known patterns of sexual assault, and no training on how to
24 handle certain at-risk scenarios. There were camps within Uber that just did not want to provide
25 any training at all. FE 1 reiterated that the senior VPs and C-suite of Uber made decisions
26 regarding whether to take increased safety actions.

27 322. FE 2 similarly confirmed that it was a big conversation that they should not call
28 drivers Uber employees but rather 1099 contractors because if they were classified as employees,

1 they would be a liability for the Company. Investigators such as FE 2 were concerned that it was
2 not always clear to passengers how they could report an incident or take ownership over the
3 drivers.

4 323. FE 2 further confirmed that the Company did not roll out training to drivers very
5 well, which caused delays in passengers receiving the appropriate resources. FE 2 explained that
6 the Company was very persistent in reminding them that drivers were not Uber employees.
7 According to FE 2, they could not use the term “Uber driver” when speaking to a rider or to the
8 driver. FE 2 explained that they did not want them to use any terms where the Company takes
9 ownership of drivers during the calls.

10 5. Comprehensive Background Checks

11 324. Uber touts its background-check system as the guarantor of passenger safety,
12 claiming that all U.S. drivers undergo a rigorous, multi-layer background check. The reality is far
13 different from the Company’s marketing.

14 325. While Uber’s checks screen out many drivers convicted of certain crimes, the *New*
15 *York Times* found that in 22 states Uber does not screen out drivers convicted of violent felonies—
16 including child abuse, assault, and stalking—so long as those convictions are at least seven years
17 old. Uber also limited its checks to the places a person had lived within the prior seven years, so
18 that a crime committed elsewhere might never be detected at all.¹⁸⁷

19 326. The system was riddled with blind spots that Uber understood and chose to leave
20 open.

21 327. Regulators had caught Uber clearing dangerous drivers long before the Company
22 acknowledged any problem. For example, in 2017, the Colorado Public Utilities Commission
23 fined Uber \$8.9 million after investigators found that Uber had allowed 57 individuals with past
24 criminal or motor-vehicle offenses to drive on the platform over the preceding eighteen months.¹⁸⁸

25
26 ¹⁸⁷ Emily Steel, *Uber Cleared Violent Felons to Drive. Passengers Accused Them of Rape*,
N.Y. TIMES (Dec. 22, 2025), <https://www.nytimes.com/2025/12/22/business/uber-background-checks-sexual-assault.html>.

27 ¹⁸⁸ Tamara Chuang, *Uber fined \$8.9 million by Colorado for allowing drivers with felony*
28 *convictions, other driver’s license issues*, DENVER POST (Nov. 20, 2017),
<https://www.denverpost.com/2017/11/20/uber-colorado-fine/>.

1 328. [REDACTED]

2 [REDACTED]

3 [REDACTED]

4 [REDACTED]¹⁸⁹

5 329. Uber’s senior management knew the limitations of its background-check system
6 and considered fixing them, but it rejected the necessary improvements as too expensive—again
7 choosing profits over safety. Specifically, Uber considered expanding the categories of
8 disqualifying felonies and adding in-person interviews and fingerprint checks, but rejected those
9 measures.

10 330. A 2017 document maintained in the custodial files of senior safety personnel stated
11 under “Enforcement” that Uber needed clear processes for deactivating drivers and riders who
12 violated its Community Guidelines and determining whether they could return to the platform.
13 The document acknowledged: “We struggle with consistent enforcement on ratings and it seems
14 that different standards may be granted to power drivers—many drivers who’ve fallen well below
15 stated rating thresholds are still driving with 2k+ trips.”¹⁹⁰

16 331. In 2018, Uber’s head of safety communications admitted that the Company’s
17 background checks fell short, stating in an email that “[w]e are def[initely] not doing everything
18 we can to find out” about drivers. When that executive recommended upgrading Uber’s contract
19 with its background-check provider, management deemed the cost—\$16.8 million for existing
20 drivers and \$15.2 million per year thereafter—too high, and Uber did not adopt the changes.

21 332. In 2019, Jill Hazelbaker (“Hazelbaker”)—Uber’s then-Senior Vice President,
22 Marketing and Policy, and now President & Chief Corporate Affairs Officer—characterized
23 Uber’s onboarding process as “fundamentally broken” in a discussion concerning more than one
24 thousand alleged fraudsters who had nevertheless passed Uber’s onboarding and background-
25

26

27 ¹⁸⁹ UBER-LOUISIANA-0000020.

28 ¹⁹⁰ See Document, “Internal Safety P/C Needs H1 2017” (May 9, 2017) (in custody of Gus Fuldner, Tracey Breeden, Andrew Hasbun, et al.), Ex. MDL_P-00759, at 3.

check processes using fake photographs or fraudulent documents.¹⁹¹ Brooke Anderson responded that driver onboarding and compliance functions were housed within Uber’s driver-product organization and ultimately accountable to Growth rather than Safety, describing the organizational separation as a “Big gap.”¹⁹²

333. Bellwether testimony further demonstrated the limitations of Uber’s screening system. When asked what Uber used beyond criminal-background checks to screen potential sexual predators from the platform, Nilles identified motor-vehicle-record checks and testified that criminal and motor-vehicle-record reviews were the “two main components” of Uber’s screening process.¹⁹³ When asked how vehicle registration constituted “a safety screening by Uber,” Nilles responded: “It’s one of the compliance requirements. It’s part of screening, but I don’t—I don’t know if you can directly tie it to safety, so to speak, but it’s one of our onboarding requirements.”¹⁹⁴

334. The MDL plaintiffs’ crime-prevention expert Thomas Tremblay likewise challenged Uber’s characterization of its screening as “rigorous.” Tremblay testified that Uber did not ask applicants where they had previously lived and did not require a résumé or employment history. Tremblay further testified that he reviewed Uber documents from 2017 and 2018 identifying deficiencies that could “allow bad actors onto the platform,” notwithstanding Uber’s public descriptions of its background checks as rigorous.¹⁹⁵

335. Also concerning, Uber’s safety division documented what happened when the Company relaxed onboarding requirements to facilitate growth. Freivogel explained that Uber had “basically decided to stop requiring onboarding docs and profile photos” in the Uber Eats business, which led to “all sorts of massive problems.” According to Freivogel, “a few thousand[] fraudsters” signed up using the same Social Security number and generated more than \$1 million

¹⁹¹ See Slack Message between Brooke Anderson and Jill Hazelbaker (May 29, 2019), Ex. MDL_P-01054, at 2.

¹⁹² *Id.*

¹⁹³ MDL Pls. Ct. Ex. 7A at 4 (Nilles Dep. 144:16).

¹⁹⁴ MDL Pls. Ct. Ex. 7A at 9 (Nilles Dep. 90:11–91:04).

¹⁹⁵ Thomas R. Tremblay Trial Tr. (Day 8), at 1372:2–4; *id.* (Day 9), at 1648:17–23.

1 in fraud-related losses in less than 30 days, while “[s]omeone with a fake ID onboarded and got in
2 an L4 crash.”¹⁹⁶

3 336. Uber nevertheless resisted fingerprint-based screening and other heightened
4 qualification requirements. [REDACTED]

5 [REDACTED]
6 [REDACTED]¹⁹⁷

7 337. [REDACTED]
8 [REDACTED]
9 [REDACTED]
10 [REDACTED]
11 [REDACTED]¹⁹⁸

12 338. This was not a minor technical lapse; the one safeguard Uber marketed to the public
13 was not even being performed as promised.

14 339. [REDACTED]
15 [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 [REDACTED]¹⁹⁹

19 340. This was a documented, deliberate decision to keep unvetted drivers on the road
20 rather than lose the revenue they generated.

21 341. The human cost was as predictable as it was severe. Uber’s failure to strengthen
22 its background checks allowed drivers onto the platform whom passengers later accused of rape—
23 including one driver with multiple felony convictions for assault with a deadly weapon who had
24

25
26 ¹⁹⁶ See Slack Message (June 10, 2024) (in custody of Cory Freivogel), Ex. MDL_P-00216, at 9.

27 ¹⁹⁷ UberB&R0001490 at ’492.

28 ¹⁹⁸ UBER-LOUISIANA-0000735.

¹⁹⁹ UBER-LOUISIANA-0000756.

1 been arrested but not yet charged following a rape allegation, and another with eight violent-felony
2 convictions that fell beyond the seven-year cutoff.

3 342. The scale of the problem first came into focus in Massachusetts. In 2017, when the
4 state began running its own background checks on Uber and Lyft drivers, it rejected 20,000 of
5 170,000 applications the companies had already approved—including 3,471 rejected for violent
6 crimes and 109 for sex offenses.²⁰⁰

7 343. After enacting stricter requirements, Massachusetts audited all rideshare drivers in
8 the commonwealth and banned more than 8,000 drivers Uber had previously approved, roughly
9 11% of all drivers in the state.²⁰¹

10 344. By contrast, Uber relied on third-party background-check companies that promised
11 to vet prospective drivers within approximately 36 hours, and that Uber sometimes permitted
12 drivers onto the platform before even that process was complete. The checks were name-based
13 rather than fingerprint-based and covered comparatively limited lookback periods.²⁰²

14 345. The distinction mattered. The MDL plaintiffs alleged that name-based screening
15 could fail to identify applicants who supplied false or incomplete identifying information, while
16 fingerprint-based checks compared applicants against biometric criminal-history databases.
17 Approximately 12% to 15% of applicants who passed Uber's name-based screening subsequently
18 failed fingerprint-based screening required for taxi or other transportation work.²⁰³

19 346. Only in February 2026, after years of litigation losses, did Uber finally announce
20 that it would enact stricter checks and bar the kinds of drivers it had previously cleared despite
21 convictions for violent felonies, child abuse, assault, and stalking.

22
23
24 ²⁰⁰ Curt Devine et al., *Thousands of criminals were cleared to be Uber drivers. Here's how*
25 *rideshare companies fought stronger checks*, CNN (June 1, 2018),
<https://www.cnn.com/2018/06/01/us/felons-driving-for-uber-invs>.

26 ²⁰¹ Jordan Graham, *More than 8,000 ride share drivers flunked Mass. Background checks*,
27 BOS. HERALD (April 5, 2017), <https://www.bostonherald.com/2017/04/05/more-than-8000-ride-share-drivers-flunked-mass-background-checks/>.

28 ²⁰² *In re Uber Techs., Inc., Passenger Sexual Assault Litig.*, 745 F. Supp. 3d 869 (N.D. Cal. 2024).

²⁰³ *Id.*

1 347. Thus, Uber’s own Board materials identified the tradeoff directly: more stringent
2 driver qualification and background-check requirements could increase safety screening, but they
3 could also increase Uber’s costs and reduce the supply of drivers available to the platform.

4 **6. Driver-Removal System and Three-Strike Policy**

5 348. Uber’s deficiencies did not end once a driver passed its initial screening. Uber
6 tracked sexual-assault and sexual-misconduct complaints against existing drivers and maintained
7 systems for determining when a driver had accumulated sufficient “strikes” or other qualifying
8 incidents to warrant deactivation. Uber therefore accumulated information concerning drivers’
9 prior complaints, ratings, and behavioral indicators.

10 349. A 2021 internal memorandum described the purpose of Uber’s enforcement regime
11 in stark terms: “Our purpose/goal is not to be the police. Our bar is much lower, and our goal is
12 to protect the company and set the tolerable risk level.”²⁰⁴ The system permitted a driver to
13 accumulate qualifying complaints before mandatory deactivation.

14 350. The risk inherent in that approach was magnified by Uber’s own recognition that
15 sexual misconduct was substantially underreported. If only a fraction of misconduct resulted in a
16 report, a system permitting multiple qualifying complaints before deactivation necessarily allowed
17 some drivers to remain active after Uber had already received warning signs concerning their
18 conduct.

19 351. By March 22, 2022, a “Monthly Global Safety Review” described as a “Cross
20 functional moment to align” reported that sexual assault had been “slowly increasing during
21 summer months in 2021 as society opened up” following the COVID-19 pandemic.²⁰⁵ The same
22 review reported that Uber had deactivated 1,589 drivers for sexual assault between November 15,
23 2021 and March 28, 2022, and that 54.5% (or 866 drivers) had prior incidents involving sexual
24 assault, sexual misconduct, or a verbal altercation with users on the Uber platform.²⁰⁶

25
26 ²⁰⁴ See Document, “Safety Standards Refresh” (June 10, 2021) (“Signed off” by Roger
Kaiser), Ex. MDL_P-01024, at 3.

27 ²⁰⁵ See PowerPoint Presentation, “Monthly Global Safety Review” (Mar. 22, 2022) (in
28 custody of Roger Kaiser, Andrew Hasbun, et al.), Ex. MDL_P-00800, at 1, 27.

²⁰⁶ *Id.* at 13.

352. Thus, more than half of the drivers Uber deactivated for sexual assault during that period had already generated at least one prior incident involving sexual assault, sexual misconduct, or a verbal altercation before the incident that resulted in deactivation.²⁰⁷

353. Uber's deactivation process was also more complicated than a simple rule requiring removal after a fixed number of complaints. Whether a particular report counted toward deactivation depended, among other things, on how Uber classified the conduct under its internal sexual-misconduct taxonomy.

354. Nilles acknowledged that Uber did not deactivate a driver following every report of sexual misconduct. When questioned about that practice, Nilles initially explained that the issue involved "splitting hairs of how we define the taxonomy" and other "nuanced details," but ultimately conceded: "yes, that's true."²⁰⁸

355. Uber's own communications show that it understood repeat complaints could accumulate while a driver remained active. In October 2018, Hasbun wrote: "If the guy has multiple complaints about sexual assaults we don't say a word." Hasbun contrasted those circumstances with cases involving no known prior reports: "If he has none, we say 'wow this was such a surprise we didn't have any previous feedback like this.'" He summarized Uber's approach: "We are not a conduit for information. We are a filter."²⁰⁹

356. Former members of Uber's Special Investigations Unit similarly described a "three-strikes" deactivation system that could permit drivers accused of inappropriate conduct to continue operating after multiple complaints. One former investigator described a driver who allegedly made sexual advances toward multiple riders but remained active until a later rider accused him of rape.²¹⁰

²⁰⁷ *Id.*

²⁰⁸ Deposition of Hannah Nilles at 271:19–272:04, Plaintiff's Court Exhibit 7A, *In re Uber Techs., Inc., Passenger Sexual Assault Litig.*, No. 3:23-md-03084-CRB (N.D. Cal. Jan. 25, 2026).

²⁰⁹ See Slack Message between Jodi Page and Andrew Hasbun (Oct. 1, 2018), Ex. MDL_P-00074, at 33.

²¹⁰ Greg Bensinger, *When rides go wrong: How Uber's investigations unit works to limit the company's liability*, WASHINGTON POST (Sep. 26, 2019), <https://www.washingtonpost.com/technology/2019/09/25/ubers-investigations-unit-finds-what-went-wrong-rides-its-never-companys-fault/>.

1 357. Uber’s handling of the driver who later assaulted Jaylynn Dean illustrates the
2 consequences. An internal November 15, 2023 incident report concerning Dean’s driver reflects
3 that the incident constituted the driver’s fourth notation and that he had finally crossed Uber’s
4 threshold for deactivation.²¹¹

5 358. Thus, before the incident that finally caused the driver to cross Uber’s deactivation
6 threshold, Uber’s own systems reflected multiple prior warning events concerning him.²¹²

7 359. Lead Counsel’s investigation confirmed that drivers would not be deactivated until
8 they had three notations or more on their record and often, not even then. For instance, FE 2
9 described how Uber tracked reported complaints. For example, if he received a report of a sexual
10 assault, FE 2 would go into Uber’s system and check for any other complaints against the driver
11 and the outcome. FE 2 might find similar history or a pattern of behavior.

12 360. FE 2 further explained how a driver would not be permanently deactivated from the
13 platform for sexual assault until the driver had three notations or more on their record. FE 2
14 confirmed that there were times when the decision to remove the driver would be overturned, but
15 the reason was not provided to him.

16 361. With regard to reports of sexual assault, FE 2 explained that they had different
17 levels marked for incidents. A level 3 would be that the driver touched a non-sexual body part,
18 and a level 4 would be touching a sexual body part or rape. Under Uber’s policy, FE 2 explained
19 that level 4 would require an immediate deactivation on their platform. However, if a driver had
20 a level 3 report, they could accumulate three separate incidents before getting deactivated.

21 362. FE 2 was aware of instances where the level was lessened from a 4 to a 3, which
22 meant that even a driver accused of rape would not be immediately deactivated from the platform.
23 FE 2 confirmed that it was “common” for level 4 incidents which included rape and would have
24 resulted in the driver being removed from the app to be downgraded to level 3 so that the driver
25

26 ²¹¹ See Document, “[SAFE-4071034] 15-Nov-2023 - Phoenix / 26 / United States / West / US
27 West / US & Canada-L4-Non-Consensual Sexual Penetration,” No. SAFE-4071034 (Nov. 15,
28 2023; updated Dec. 12, 2023) (hereinafter *Jaylynn Dean Incident Report*), Ex. MDL_DX_03949,
at 2.

²¹² *Id.*, *Jaylynn Dean Incident Report* at 2

1 could remain on the platform. According to FE 2, this was done so that the Company could report
2 positive safety metrics to the public.

3 363. FE 3 provided similar information. FE 3 was a Critical Safety Triage Investigator
4 at Uber from December 2020 through June 2023. FE 3 was the first point of contact for a complaint
5 that could either be from the customer, driver, or a random person who witnessed it. FE 3
6 explained that he covered complaints from all of the United States and Northern Canada. FE 3
7 confirmed that it was common to receive sexual assault complaints and he estimated that
8 approximately 90% of the time, he was taking sexual assault reports.

9 364. FE 3 confirmed that he received a lot of complaints on sexual assault and
10 misconduct. FE 3 noticed patterns of behavior with drivers when he pulled up past reports, which
11 acted as strikes on their records. However, FE 3 explained that some drivers had many reports of
12 sexual assault and remained on the Uber platform. FE 3 further described how drivers who did
13 get removed from the platform would simply create a new account using a different name. FE 3
14 explained that this was possible using rules that were intended to protect members of the LGBTQ+
15 community. According to FE 3, Uber gave drivers a choice not to use their legal names.

16 365. FE 3 further explained that background checks for drivers did not use social security
17 numbers and it is a very lax process that asks for basic information. According to FE 3, Uber used
18 a third-party verification system to approve profiles which needed basic information such as name
19 and date of birth. FE 3 came across profiles using the same photo with a different name.

20 366. FE 3 was able to determine whether a driver had a history of sexual assault because
21 his system would show the pairing of a driver and customer with trip history time and destination.
22 At times, FE 3 would see up to 6–7 open or closed reports of sexual assault in the Company's
23 JIRA system.

24 367. FE 3 explained that if triage investigators noticed a repeat history pattern of 5–6
25 sexual assaults or misconduct cases, they could take a screenshot and refer it to investigations.
26 According to FE 3, triage investigators could not send anything less than 5–6 incidents. FE 3 never
27 had any follow-up or follow-through on any of the reports he created.
28

1 368. According to FE 3, Uber was always giving drivers the benefit of the doubt and
2 erred on extenuating circumstances leading to the incident. FE 3 confirmed that the Company did
3 not do anything to report the conduct to law enforcement. FE 3 felt that it should have legally
4 fallen on the Company to report because they were letting criminals stay active on the platform.

5 369. FE 3 parted ways with the Company in part because he believes in the truth and did
6 not agree with these policies. Based on his experience and what he was seeing about the frequency
7 of sexual assault incidents and drivers with 6 to 7 assaults or misconducts, this was inconsistent
8 with Uber's safety claim and part of the reason that FE 3 left the Company.

9 370. FE 3 further described how even confirmed incidents of sexual assault were not
10 reported by Uber to law enforcement. For example, FE 3 described an instance where a sexual
11 assault occurred in New York. The passenger's account was consistent, and the driver confirmed
12 the act. FE 3 asked if this was going to be turned over to the police because the driver admitted to
13 the crime. The senior investigator told FE 3 that it was the passenger's responsibility, not the
14 Company's.

15 371. FE 3 reiterated that there was no policy to report these incidents to law enforcement.
16 Under the terms of his employment agreement, FE 3 could not report an incident of sexual assault
17 to law enforcement.

18 **7. Woman Drivers Program**

19 372. Uber had long understood that the gender composition of a driver-rider pairing
20 could affect perceived and actual safety. Yet the Company delayed implementing in the United
21 States a feature allowing women riders to express a preference for women drivers, even as
22 competitors in other markets adopted similar products.

23 373. Uber also tested a program to match women drivers with women passengers
24 through its Women Rider Preference ("WRP") initiative. Uber's own analysis showed that the
25 feature could improve safety outcomes, make both drivers and riders feel safer, and induce more
26 women to drive for the Company.

27 374. The concept had reached Uber's most senior leadership years earlier. At an October
28 2019 "Safety Product Jam" attended by Defendant CEO Khosrowshahi, Jill Hazelbaker, Gus

Fuldner, and Sachin Kansal, Uber discussed Women Driving Women and acknowledged potential marketplace effects such as higher prices and longer estimated arrival times.²¹³ The conclusion nevertheless stated: “Yes this could affect marketplace (more expensive trips, longer ETAs) but in the end, we should let women/customers make the call and the decision.”²¹⁴

375. The same 2019 Safety Product Jam identified a broader resource problem within Uber’s safety organization: “We should consider adding more resources to Safety Product. Given it’s a priority, Safety should make up 9% - 11% of Product team. Currently at 3%.”²¹⁵

376. Here too, Uber knew from its own data that female riders with female drivers could reduce sexual-assault incidents by as much as 78.9%, a figure one employee described as “eye-popping.”²¹⁶ Uber’s internal surveys likewise showed that women limited their use of the platform at a higher rate than men because of safety concerns, and that women drivers were roughly twice as likely as men to fear being sexually assaulted or harassed.

377. Uber’s international experience reinforced those findings. Rebecca Payne, Uber’s Director of Product Management, confirmed that data from markets using Women Rider Preference showed lower sexual-assault, sexual-misconduct, and interpersonal-conflict rates among participants. In a contemporaneous email, Payne reported: “Wherever we have launched, we have not seen any negative marketplace impacts, women drivers using the preference get the same amount of trips as drivers not using the preference . . . and the WRP trips have a lower safety incident rate than non-WRP trips.”²¹⁷

378. Uber’s safety team supported the program in 2020 and 2021, and by 2022 Uber was already implementing it in Australia.

²¹³ See Document, “Safety Product Jam with Chris Cox” (Oct. 17, 2019), Ex. MDL_P-01462 at 2.

²¹⁴ *Id.*

²¹⁵ *Id.*

²¹⁶ *In re Uber Rideshare Cases*, JCCP No. 5188, Compendium of Evidence ISO Pls. ‘Opp’n to Defs.’ Mot. for Summ. J., (Exs. 272–273 / Ex. 2580) (UBER_JCCP_MDL_005354493); see also Email Thread, Subject: “Re: S&I Data Analytics / Ops DS Newsletter - Feb 2021” (March 5, 2021) (in custody of Roger Kaiser), Ex. MDL_P-01465, at 4.

²¹⁷ See Email Thread, Subject: “Re: Women Rider Preference–US Context” (Oct. 11, 2022) (in custody of Andrew Hasbun), Ex. MDL_P-01475, at 7.

379. By April 2021, the decision whether to introduce Women Rider Preference in the United States had expressly reached the Executive Leadership Team. Sachin Kansal informed CEO Khosrowshahi: “We need to discuss Women Rider Preferred in the US. It is a controversial topic and ultimately an ELT-level decision. Gus, Sachin, and team are ready. . . .” Khosrowshahi responded: “Gus mentioned it to me. all good.”²¹⁸

380. Internal communications show that business considerations remained a central obstacle. In September 2022, Andrew Hasbun wrote that “business health was a serious concern” and that “[w]hen it came down to it, the business (Dara, Mac, Tony, etc.) didn’t have much of an appetite for risk at the time.”²¹⁹

381. Other internal communications captured the tension still more directly. Discussing the proposal, one employee asked: “Yes and when do we EVER have a product that improves safety, potentially helps supply and is good for the biz?” Hasbun responded: “Never.” Another employee replied: “Usually those things are at odds[.]”²²⁰

382. Despite these known benefits, Uber declined for years to roll the program out in the United States, out of concern that doing so would expose the Company to political backlash. A 2024 internal memorandum acknowledged the problem with striking candor, questioning whether the product was even needed “because **Uber is not safe** for women . . . especially given media coverage of Uber and sexual assault, safety reports, lawsuits, etc.”²²¹

383. By June 2024, the evidence supporting the feature was substantial. Materials prepared for Executive Leadership Team discussion reported that 87% of identified use cases involved late-night trips, 74% involved travel after dark, and 72% involved travel in unfamiliar

²¹⁸ See Email, Subject: “Re: [For DK] ELT Meeting Agenda 4/6” (Apr. 2, 2021) (in custody of Dara Khosrowshahi and Andi Pimentel), Ex. MDL_P-01467, at 2.

²¹⁹ See “Women Rider Preference–US Context” Email Thread, *supra* note 217, Ex. MDL_P-01475, at 6.

²²⁰ See Slack Message (Mar. 1, 2021) (in custody of Brooke Anderson, Andrew Hasbun, and Jodi Kawada Page), Ex. MDL_P-01469, at 6 (emphasis in original).

²²¹ Ex. P, pt. 2 to Ex. 19 to [Main Document] at 245, *In re Uber Technologies, Inc., Passenger Sexual Assault Litig.*, No. 3:23-md-03084-CRB (N.D. Cal. Jan. 13, 2026), ECF No. 4992-19 (emphasis in original).

1 areas. The research further found that 72% of respondents were willing to wait longer for a woman
2 driver and 52% were willing to pay more.²²²

3 384. The same research found overwhelming demand for the product: 90% of women
4 riders and drivers surveyed wanted the ability to select or prefer a woman match, and 85% agreed
5 that such a feature could make them feel safer.²²³

6 385. Critically, Uber’s own analysis established that the issue extended beyond riders’
7 subjective perceptions of safety. The presentation expressly stated: “Safety incident rates are
8 higher on trips where women are paired with men. Women are more likely to be the victim.”²²⁴

9 386. Uber also knew that competitors had already acted. The presentation
10 acknowledged: “Since Uber entered this problem space back in 2018, all the biggest competitors
11 in each mega-region have made a move into this space”²²⁵—DiDi, Bolt, and Lyft all have women
12 preferences.

13 387. Concerned more with public perception than with whether women were actually
14 safe, Uber did not announce the nationwide availability of its “Women Preferences” program until
15 March 2026. Even then, it did so only due to the pressure of mounting litigation losses in the
16 passenger-safety cases.

17 388. As of the date of this filing, the program remains unavailable to women riders and
18 drivers across most of the rest of the world. This is “ultimately an ELT-level decision.”²²⁶

19 **8. Uber Attempts to Cover Up Its Sexual Assault Epidemic**

20 389. Having refused to adopt measures that would reduce assaults, Uber then worked to
21 conceal the scope of the problem. As the passengers’ MDL complaint alleges, Uber’s strategy for
22 handling controversies—especially those involving sexual misconduct—was to protect its
23

24
25 ²²² See PowerPoint Presentation, “[ACP] Women Preferences (ELT discussion)” (June 20,
2024) (in custody of Dara Khosrowshahi, Andrew Hasbun, et al.), Ex. MDL_P-01486, at 19.

26 ²²³ *Id.* at 36.

27 ²²⁴ *Id.* at 38.

28 ²²⁵ *Id.* at 41.

²²⁶ See Email, Subject: “Re: [For DK] ELT Meeting Agenda 4/6” (Apr. 2, 2021) (in custody
of Dara Khosrowshahi and Andi Pimentel), Ex. MDL_P-01467, at 2.

1 reputation by offering limited and inadequate transparency and hiding behind the reputation of
2 third parties. A complaint filed in California state court put it more bluntly, alleging that Uber is
3 more interested in growth than in protecting its passengers and is actively working to cover up its
4 sexual-assault epidemic. Uber’s cover-up took three principal forms: silencing survivors, deleting
5 documents, and safetywashing.

6 **a. Silencing Survivors**

7 390. Uber did not merely fail to keep survivors of driver misconduct safe; it retaliated
8 against them. Employees interviewed by the *Times* reported that Uber campaigned against
9 survivors, which is confirmed by the Company’s own internal communications described in the
10 Safetywashing subsection below.

11 391. Uber applied the same suppression instinct to the handling of complaints. As the
12 *Washington Post* reported in 2019, Uber structured its complaint-investigation unit to limit the
13 Company’s own liability rather than to protect its customers.

14 392. Uber forbade its investigators from routing allegations to police or from advising
15 victims to seek legal counsel or file their own police reports, even when investigators obtained
16 confessions of felonies.

17 393. Managers retained the ability to override Uber’s three-strikes policy against drivers,
18 and they often did so when a driver was a high earner.

19 394. Further, when Uber found that a driver had engaged in misconduct, it routinely
20 declined to inform the police or background-check companies, so the driver could continue driving
21 and assaulting passengers.

22 **b. Deleting Documents**

23 395. Uber also destroyed evidence of what it knew. The MDL complaint details how
24 Uber intentionally mass-deletes emails and other internal communications, alleging that
25 executives wanted to cover Uber’s tracks in anticipation of a subpoena in some future case. This
26 is consistent with the “kill switch” and “Dawn Raid Manual” tactics Uber had already honed
27 against regulators—the reflex of a company built to make inconvenient facts disappear rather than
28 confront them.

1 396. The depth of Uber’s document-destruction apparatus was exposed by
2 whistleblower Richard Jacobs, a former senior intelligence analyst in Uber’s Threat Operations
3 (“ThreatOps”) division. In a May 2017 letter to Uber’s Associate General Counsel, later filed in
4 the Waymo litigation, Jacobs detailed a systematic program of evidence concealment that went far
5 beyond ordinary document-retention failures.²²⁷

6 397. First, Uber required its ThreatOps personnel to communicate almost exclusively by
7 phone, video teleconference, or the ephemeral-messaging app Wickr—whose messages
8 automatically delete—precisely because those media created the least durable record and audit
9 trail.²²⁸ When Jacobs proposed a secure, centralized database to preserve intelligence for internal
10 use, his managers rejected the idea because they did not want to create a paper trail that could later
11 be discoverable; Uber’s Legal Director for ThreatOps, Craig Clark, described preserving records
12 as exactly what the Company did not want to do.²²⁹

13 398. Second, Uber acquired “non-attributable” hardware and software—laptops not
14 purchased by Uber and operating on MiFi devices, so that internet traffic would not appear to
15 originate from an Uber network—and used virtual private networks and contracted Amazon Web
16 Services server space to conduct operations it intended to shield from any future litigation hold or
17 preservation order.²³⁰

18 399. Uber believed that storing data on these devices would let it avoid detection and
19 escape legal discovery, because preservation orders typically focused on Uber work laptops,
20 networks, and mobile devices. When the devices were no longer needed, Uber disposed of the
21 evidence they held.²³¹

22 400. Third, Clark trained ThreatOps employees to abuse attorney-client privilege
23 designations as a concealment tool, instructing personnel to mark all communications as privileged
24

25 ²²⁷ Letter from R. Jacobs to A. Padilla, May 5, 2017 (“Jacobs Letter”) at 1–2, *Waymo LLC v.*
26 *Uber Techs., Inc.*, No. 3:17-cv-00939-WHA (N.D. Cal. Dec. 15, 2017), ECF No. 2399.

27 ²²⁸ *Id.* at 7.

28 ²²⁹ *Id.* at 5.

²³⁰ *Id.* at 6–7.

²³¹ *Id.* at 7.

1 and confidential, to label every work product a “DRAFT” regardless of its actual status, and to
2 include a pro forma request for legal advice even where none was needed or warranted.²³²

3 401. Jacobs summarized the scheme as a deliberate effort to obstruct government
4 investigations through the use of ephemeral communications, non-attributable hardware and
5 software, and the wholesale abuse of privilege designations.²³³

6 402. When Jacobs objected to these practices and proposed lawful alternatives, Uber
7 retaliated. In February 2017, Jacobs’ manager gave him a below-expectations review that had
8 never been previewed, then demoted him and announced the demotion at an all-hands meeting—
9 making clear to those present the consequences of resisting ThreatOps’ culture of concealment.²³⁴

10 **c. Safetywashing**

11 403. Uber systematically underreported safety incidents while publicly touting its
12 commitment to safety. In a series of expert reports filed in the MDL, Dr. Minette Drumwright, a
13 professor of marketing at the University of Texas at Austin, concluded that Uber’s Safety Reports
14 were the product of “safetywashing”—the strategic practice of promoting and branding safety
15 practices without full disclosure of negative information, in order to improve the image of the
16 organization. Dr. Drumwright opined that Uber’s safety-related marketing and communications
17 were unreasonable, reckless, and irresponsible, and fell short of the standards Uber set for itself.

18 404. A centerpiece of that strategy was the U.S. Safety Report. Uber has released three:
19 the first in December 2019, covering 2017–2018; the second in June 2022, covering 2019–2020;
20 and the third in 2024, covering 2021–2022. The reports were built to assuage concerns rather than
21 be candid with riders and the public at large. At the first MDL bellwether trial, Dr. Drumwright
22 testified that Uber’s Safety Reports functioned as “anti-warnings,” leaving riders more confident
23 of their safety than the underlying data justified. Uber reported incidents in only five of the twenty-
24 one categories of sexual assault and misconduct in its own taxonomy, and it released its second
25

26
27 ²³² *Id.* at 7–8.

28 ²³³ *Id.* at 8.

²³⁴ *Id.* at 31–34.

1 and third reports on the eve of the Fourth of July and Labor Day weekends, when press attention
2 would be at its thinnest.

3 405. Uber also knew that even its internal numbers understated the problem. A February
4 2017 strategy memorandum acknowledged “a high likelihood of underreporting of incidents and
5 behaviors on our platform,” owing in part to “a prevalent belief that we will not act on the
6 information.”²³⁵ The reports did not measure the danger. They managed how much of it the public
7 would see.

8 406. That was by design. When the Company released its first report, Jill Hazelbaker
9 wrote internally: “I want to ensure that we are all aligned that this launch should not be a consumer
10 moment.”²³⁶ She continued: “my strong view is that we want to manage consumer attention, not
11 invite it.”²³⁷ On “the PR side,” she wrote, “our goal will be to shut down the press cycle in 24-48
12 hours.”²³⁸ The measure of success was the press coverage. As the stories came in on December
13 6, 2019, Gus Fuldner, Uber’s then-Vice President of Core Services and the executive responsible
14 for safety, wrote: “Neutral is a win here.”²³⁹ Uber’s 2018 communications playbook was to the
15 same effect, instructing personnel to “keep details high-level” in public statements and to “[t]ry to
16 avoid raising more questions.”²⁴⁰

17 407. Uber’s senior leadership also decided what the Safety Reports would omit and why.
18 An internal “Project T” presentation analyzed whether to include time-of-day sexual assault trend
19
20
21

22 ²³⁵ See Document, “Sexual Assault / Misconduct Reduction Strategy” (Feb. 17, 2017)
(questions answered by Kate Parker, Tracey Breeden, and Johnathon Purcell), Ex.
23 UBER_JCCP_MDL_00025111, at 5.

24 ²³⁶ See Email, Subject: Re: transparency report/safety campaign (April 13, 2019) (sent by Jill
Hazelbaker), MDL_P-00300 at 3.

25 ²³⁷ *Id.*

26 ²³⁸ *Id.*; see also MDL Pls. Ct. Ex. 3A at 9 (Hazelbaker Dep. June 17, 2025) at 465:06–466:23
(discussing document marked as Exhibit 4416).

27 ²³⁹ See, *supra* note 12, at 2.

28 ²⁴⁰ See Document, “Safety Comms Incident Management Process” (created July 2016,
updated Oct. 2019, revised July 2019) (in custody of Brooke Anderson, Jodi Page, Andrew
Hasbun, et al.), Ex. MDL_P-00061, at 7.

1 data in the Safety Report.²⁴¹ The “Cons” column listed “Serious business implications—may prompt
 2 less users in high peak times” and “[c]ould undermine Uber as a safer alternative to driving under
 3 [the] influence.”²⁴² Fuldner was the decision-maker. The recommendation was “No.”²⁴³

4 408. The omission was deliberate and revenue-driven. As the *New York Times* later
 5 reported, Uber refuses to make the patterns that could lead to sexual assault public because
 6 disclosure could carry serious business implications, including fewer users during high-demand
 7 periods. Internal communications reflect that some employees tried to blow the whistle on the
 8 Company’s lack of transparent reporting.

9 409. Having curated the reports, Uber recruited others to vouch for them. Dr.
 10 Drumwright opined that the Company’s relationships with the nonprofit organizations it held out
 11 as proof of its transparency were transactional, with Uber’s funding coming in exchange for
 12 favorable support. In one instance, Uber’s own manager of global women’s safety policy
 13 ghostwrote an op-ed that was published under the byline of the executive director of a sexual-
 14 assault-prevention organization, in a version nearly identical to Uber’s draft. Uber thus
 15 manufactured and paid for the third-party endorsements it then cited to the public as evidence of
 16 its candor.

17 410. Uber’s own records confirm the exchange. In November 2019, while weighing
 18 grants to organizations working on sexual violence, Uber personnel described those partners as
 19 “essential to leverage for policy / comms efforts to secure public, on the record support.” Andrew
 20 Byrne, Uber’s Vice President and Global Head of Public Policy, asked whether “the brand benefit
 21 these investments generate is commensurate with the investment.”²⁴⁴ Tracey Breeden
 22

23 ²⁴¹ See PowerPoint Presentation with speaker notes, “Project-T Business Decisions Round 1,”
 24 (Aug. 12, 2019) (in custody of Gus Fuldner, et al.), Ex. MDL_P-01177.

25 ²⁴² *Id.* at 16.

26 ²⁴³ *Id.* at 15, 16. See also Emilie Boman Trial Tr. (Day 12 PM), at 2531:23–2532:03;
 27 Drumwright Trial Tr. (Day 2 PM), at 383:15–25 (Asked “who—who made the decision weighing
 these pros and cons based on your review of the evidence?”, Drumwright answered: Gus Fuldner,
 as we noted already, he was the Global Head of Safety and Insurance).

28 ²⁴⁴ See Email Thread, Subject: “Re: [TIME SENSITIVE] Review Final Recommendations for
 2020 US Driving Change Partners” (Nov. 1, 2019) (between Andrew Byrne, Rachel Haas, Tracey
 Breeden, et al.), Ex. MDL_P-00397, at 5.

recommended proceeding because of “the timing of the safety report, and the need for these partners to speak out on our behalf.”²⁴⁵ On December 6, 2019, as coverage of the first Safety Report came in, Gus Fuldner, the executive responsible for safety, described a nonprofit’s favorable commentary as “cover” for scrutiny of the Report’s accuracy. When a nonprofit then asked Uber for \$1 million, another employee wrote: “Love the quid pro quo from these nonprofits.”²⁴⁶

411. None of this was improvised. Uber has long measured its safety work by reputation rather than results. A 2017 presentation on the Company’s response to sexual assault was entitled “Turning the Reputation Page on Sexual Assault,” and its speaker notes described a “Full cross-functional corporate reputation plan.”²⁴⁷ That year, Uber set a goal of launching products that would “move the needle in safety reputation,” and its executives chose “I feel safe using/driving with Uber” as the Company’s key safety indicator, calling it “the right metric for the business and ultimately what we care about.”²⁴⁸ Uber never tested whether the features it promoted actually worked. Asked at trial about Share My Trip, PIN Verification, and Trusted Contacts, Chief Product Officer Sachin Kansal testified: “We did not do a safety impact study.” As to RideCheck, Kansal confirmed there is “not specific data about incident reduction.”²⁴⁹

412. Uber took the same approach to its most consequential safety technology. As alleged above, S-RAD scores driver-rider pairings for the risk of a serious incident before a trip begins. A December 2023 “S-RAD Leadership Update” recommended “No Proactive PR” and proposed instead a “‘breadcrumb’ strategy” of alluding to the tool in blogs and speeches, reasoning: “If a leak happens, we can’t be accused of hiding the basic principles of SRAD.” The presentation warned that “[s]haring testing results would mean we admit groups were not part of

²⁴⁵ *Id.* at 2.

²⁴⁶ *See, supra* note 12, at 2–7.

²⁴⁷ *See* Document, “Turning the Reputation Page on SA” (July 26, 2017) (in custody of Brooke Anderson, Tracey Breeden, et al.), Ex. MDL_P-00395 at 4.

²⁴⁸ Sachin Kansal Trial Tr. (Day 14 PM), at 3097:10–3102:20 (discussing Trial Exs. 4557, 4558).

²⁴⁹ Sachin Kansal Trial Tr. (Day 14 AM), at 3010:13–16, 3081:17.

SRAD and could have been exposed to increased risk,” and proposed that any leak response “lean into better matches versus safer matches” to avoid “‘Uber’s rape prevention tool’-type stories.”²⁵⁰

413. The gap between what Uber knew and what it said reached the very top of the Company. While Chief Product Officer Kansal conceded that the Company had “not done enough” to prevent sexual assaults, Defendant CEO Khosrowshahi publicly insisted that Uber had “done everything we can to the best of our abilities” to reduce them—a claim contradicted by the Company’s internal records and by its later, litigation-forced adoption of the very measures it had spent years refusing.

414. The Company’s internal records bear this out. In February 2023, the Compensation Committee was told that Uber had achieved only a 7% reduction in U.S. critical sexual assaults against a 15% target, and a November 2023 “Safety in 2024” presentation attended by Khosrowshahi reported that “[g]lobal safety rates continue to rise,” with critical sexual assaults increasing from 2022 to 2023.²⁵¹ When questioned under oath, Khosrowshahi conceded that such an increase was “certainly something that could be of concern,” but testified that he did not remember the presentation, did not recall being told that the rate was rising, and did not know whether the increase had been disclosed publicly.²⁵² Nor did he know whether the rate rose again in 2024, or whether he had asked anyone. Khosrowshahi testified that he had “full faith” that the safety team would tell him what mattered.²⁵³ The executive who assured the public that Uber had done everything it could therefore testified that he did not know whether the problem was getting worse.

415. Lead Counsel’s investigation confirmed that Uber underreported safety metrics to the public and pressured its investigators to mis-categorize and de-escalate incidents for this purpose. For example, when asked if Uber prioritized growth over concerns about passenger safety and wellbeing, FE 2 indicated this was absolutely the case. For instance, FE 2 explained

²⁵⁰ See PowerPoint Presentation, “Leadership Update” (Mar. 6, 2022), Ex. MDL_P-01366, at 301.

²⁵¹ UBER002_00014; *supra* note 20, at 6–9.

²⁵² MDL Pls. Ct. Ex. 13A at 9 (Khosrowshahi Dep. 108:14–25).

²⁵³ MDL Pls. Ct. Ex. 13A at 15 (Khosrowshahi Dep. 180:15–20).

1 that he made multiple recommendations to remove drivers, but there was pushback against it. FE
2 2 described how the pushback seemed to come from a non-safety stakeholder above him or from
3 someone in safety who did not have experience conducting investigations.

4 416. FE 2 felt that it was true across the board that the safety team was pressured to keep
5 drivers on the platform. In FE 2's experience as an investigator, it was common that he received
6 level 4 rape complaints and after investigating and recommending the driver be removed, the driver
7 was reactivated. FE 2 explained that sometimes legal made that decision or the manager of the
8 team lead.

9 417. FE 2 further confirmed that he had level 4 cases of rape, and he would call the
10 passenger three times; if they didn't talk to him, he had to reactivate the driver unless there was a
11 previous report. FE 2 described how this rule applied even if there was GPS data showing the
12 driver was at the passenger's house for 10 minutes, which supported the report.

13 418. FE 2 further explained that there was a fear that they would lose drivers or the
14 drivers would sue them if they were deactivated in cases where they had not spoken to the victim.
15 According to FE 2, there was a presumption on the part of Uber management that if a passenger
16 who experienced assault including rape did not pick up the phone to provide a report, then the
17 assault did not happen, and the driver was allowed to continue on the platform.

18 419. This was a bad policy. FE 2 further explained that he has worked with victims of
19 sexual assault and knew that they might not want to speak with him as a young man where the
20 victim may have been assaulted by a similarly aged man. FE 2 elaborated that the victim was
21 getting a call from a number they did not know from Uber and not knowing how their phone
22 number was obtained. According to FE 2, the process could be intimidating and traumatic. FE 2
23 explained that there is a myriad of reasons survivors might not speak to investigators. FE 2
24 described that there was a disconnect with the Company's belief that if survivors did not want to
25 speak to you, they were engaged in fraud, and you should just move on.

26 420. With respect to policies for handling incidents of sexual assault, FE 2 described
27 how Uber had internal SOP documents with general guidance for physical altercations, fraud,
28 sexual assaults, and other incidents, which included steps for level 3 and level 4 cases. It was

1 similar to a worksheet with yes and no questions that directed you to the next step. There were
2 links at the bottom for other related SOPs. If it was a level 4 case, there was a link to check
3 deactivation standards.

4 421. FE 2 further explained that the SOPs took a complex investigation and tried to
5 knock them down into yes or no questions, which should not be used for sexual assault cases. For
6 example, FE 2 described a fraud SOP with indicators of fraud that included victims not responding
7 to multiple phone calls. FE 2 confirmed that the SOP wording was ambiguous, and the Company's
8 globalization scaling made it more confusing. According to FE 2, Uber changed the SOPs to make
9 the SOP process more convoluted to avoid liability.

10 422. FE 2 further described how there was a big push with numbers which started in
11 approximately 2022 when Uber imposed quotas on the investigators. FE 2 explained that it was
12 not about the quality of the investigations. According to FE 2, the Company had insane metrics
13 and wanted investigators to solve or close out 20 to 25 cases a week. FE 2 explained that if the
14 investigator did not close the cases out fast enough, they would be fired.

15 423. With the amount of pressure for speed, FE 2 and other fellow investigators did
16 reactivations of drivers that he and they did not support to meet the metrics. FE 2 confirmed that
17 it was faster to close a case that was not a level 4 by recommending a reactivation. According to
18 FE 2, investigators would deescalate cases based on the SOP and the metrics push rather than
19 spend time actually investigating.

20 424. FE 2 confirmed that the quotas ramped up and worsened in 2023 and 2024.
21 According to FE 2, the pressure was from management and the Board, who could only see the
22 numbers of backlogged cases. FE 2 explained that there was, in turn, pressure on the investigators
23 to cut corners due to fear of losing their jobs.

24 425. According to FE 2, the pressure was coming down from management to report
25 safety numbers that looked good notwithstanding the reality on the ground. FE 2 explained that it
26 related to internal policies and taxonomy. As an example, FE 2 described how Uber was getting
27 too many masturbation cases where riders said the driver was touching themselves or rubbing
28 themselves. According to FE 2, Uber's policy was that the rider had to use the term "masturbating"

1 for the incident to be categorized as “masturbation,” and the investigators had to ask questions
2 such as whether the rider could see a driver’s genitalia or not. FE 2 explained that Uber had a
3 different incident type of a level 2 touching of your own genitals over clothing. FE 2 further
4 described how some survivors of sexual assaults might not say the word “masturbating.” On the
5 calls with the survivors, investigators had to force survivors to agree with the taxonomy to have it
6 stick. If FE 2 called the person three times and had no further clarification on a driver touching
7 themselves, FE 2 would have to lower the case a level down.

8 426. FE 2 confirmed that there was pressure from management for them to water down
9 the classifications. FE 2 further explained that there was pressure to close as many cases as
10 possible and to lower the classification levels to the least problematic so that Uber could report
11 better numbers to the public.

12 427. FE 2 further confirmed that Uber’s complicated taxonomy system would only
13 report a small subset of categories being collected for the public. According to FE 2, there was
14 pressure to mischaracterize the conduct in order to close incidents and bring it to lower levels so
15 that they could have it removed from the categories Uber disclosed to the public.

16 428. Triage investigators were also subject to quotas. FE 3 explained how Uber imposed
17 metrics on triage investigators starting approximately in 2022. FE 3 described how triage
18 investigators had to create 20 to 25 reports per day and get through 40 to 50 calls a day minimum.

19 429. Uber also imposed time limits on sexual assault calls. According to FE 3, Uber’s
20 metrics required triage investigators to keep calls to a 14–15 minute maximum. FE 3 explained
21 how when you are dealing with sexual assault or misconduct, you might be on the call for an hour
22 and it would be rude to interrupt. In those situations, FE 3 would get a message from his supervisor
23 after 25 minutes asking what he could do to move on to the next call. FE 3 felt that there should
24 be no metric on sexual assault calls due to their sensitive nature.

25 430. If you did not hit the Company’s quotas, FE 3 explained that you would get a write
26 up for your performance and after three write ups, you would be terminated from the Company.
27
28

1 431. FE 3 further confirmed that the Company projected a commitment to safety or
2 caring for survivors of sexual assault when they prioritized profits over safety. According to FE
3 3, Uber cared more about their numbers than their employees or the people using the platform.

4 432. FE 2 likewise confirmed that the Company did not want to lose riders and drivers
5 and prioritized growth. According to FE 2, the Company boasted about its safety record and
6 consistently drilled into their heads that of the millions of trips a day, they had less than 1%
7 resulting in incidents. FE 2 explained that the Company never made it clear if that 1% was always
8 true. FE 2 described how it was all about marketing, how Uber wanted to be publicly perceived,
9 and how Uber made those numbers happen. The 99.9% of trips that do not end up in incidents
10 seemed false to FE 2. FE 2 added that it did not always have to be a big incident; it could be
11 someone making inappropriate comments or the masturbation issue FE 2 described. FE 2 further
12 confirmed that the idea was that you water something this aggressive down to report numbers that
13 are good for safety.

14 433. FE 1 explained that Uber had a transparency report that they issued every few years,
15 but that there were gaps. FE 1 recalled that someone from the communications team remarked
16 that if people were not looking for the transparency report, they were not going to rush to push the
17 information out. FE 1 confirmed that Uber wanted the least amount of disclosure possible while
18 still looking transparent.

19 434. FE 1 described how Uber came out with a taxonomy, which was a big deal.
20 According to FE 1, the taxonomy was a large list breaking down allegations such as non-
21 consensual touch with non-sexual intent. FE 1 was familiar with these categories because he had
22 used something similar when he had previously investigated sexual assault when he was a law
23 enforcement officer. FE 1 explained that a lot of the categorization of incidents is subjective. FE
24 1 confirmed that Uber was bucketing different types of assault and even though they had this
25 process, they did not want to release it all because some of it sounded worse than others.

26 435. Uber did not merely conceal the danger; it criticized the women who reported it. In
27 November 2019, after USA Today published an account of sexual assault on the platform, Andrew
28 Hasbun reported internally that he had “trashed rape victims to USA Today”—two of the three

women in the article—and that he had undermined their credibility. Hasbun separately remarked, “I used to look after my soul, but don’t know where it is anymore[.]”²⁵⁴ When a colleague questioned whether Hasbun was comfortable with this outcome, Hasbun replied that he was and placed it “in [Gus Fuldner’s] basement along with the heads of various missing women.” Thus, the senior executive whom Uber had charged with speaking publicly about safety understood precisely what the role required.²⁵⁵

436. Uber’s treatment of the women who came forward is also stark when measured against the published positions of the Rape, Abuse & Incest National Network (“RAINN”), which Uber holds out as a validator of its safety practices. Uber’s 2020 proxy statement invoked RAINN by name, and RAINN is among the nonprofits Uber funds. Yet RAINN’s own public standards for the treatment of survivors, including as to their privacy, would condemn how Uber responded to the women who reported assaults on its platform.

437. RAINN’s core privacy position is that survivors have the right to determine “when, how, and with whom they share their personal information.”²⁵⁶ RAINN announced that position on January 11, 2021, when it appealed the CPUC penalty decision on Uber’s side, adding that a survivor’s information should be used only for the purpose for which she shared it and never disclosed without her informed consent.²⁵⁷ Uber publicly embraced that position as its own. When announcing its appeal two days later, Uber claimed to be defending survivors’ “privacy, right to informed consent, and personal safety.”²⁵⁸

²⁵⁴ See Slack Thread between Andrew Hasbun and Jodi Page (Nov. 23, 2029), Ex. MDL_P-00740, at 25.

²⁵⁵ Defs.’ Supp. Tr. Brief on Media Related Evidence at 5, *In re Uber Technologies, Inc., Passenger Sexual Assault Litigation*, No. 3:23-md-03084-CRB (N.D. Cal. Jan. 8, 2026), ECF No. 4952 at 5 (citing PX-740 (UBER_JCCP_MDL_002096570); see also MDL Pls. Ex. 15A, Hasbun Dep. at 278:18–19, 279:19–23 (Apr. 10, 2025)).

²⁵⁶ Press Release, RAINN, *RAINN Files Appeal to Protect Survivors’ Rights in California Public Utilities Commission Action Against Uber* (Jan. 11, 2021), <https://rainn.org/news/rainn-files-appeal-protect-survivors%E2%80%99-rights-california-public-utilities-commission-action>.

²⁵⁷ *Id.*

²⁵⁸ *Uber Appeals California Public Utilities Commission Ruling to Protect Privacy of Sexual Assault Survivors*, Uber Newsroom (Jan. 13, 2021), <https://www.uber.com/newsroom/protecting-survivor-privacy>.

438. RAINN’s guidance on responding to survivors is equally explicit. RAINN instructs that the listener’s role is to believe the survivor, not to investigate her; that only the perpetrator is to blame; and that certain questions must never be asked, including “What were you wearing?” RAINN likewise warns against asking whether the survivor had been drinking, because such questions can make her feel blamed for what was done to her.²⁵⁹ RAINN’s stated policy agenda is that every victim be able to report safely and that victim witnesses be “treated with respect and able to testify without intimidation.”²⁶⁰ Uber professes the same creed.

439. Uber abandoned these values when survivors sought redress for what they had endured. As alleged above, its chief safety spokesman boasted of having “trashed rape victims” to a national newspaper. As the *New York Times* reported on August 4, 2026 in an article entitled “Uber’s Strategy for Fighting Sexual Assault Suits: What Were You Wearing?,” deposition transcripts and court filings in sexual assault lawsuits against Uber reveal that the Company’s lawyers ask women who sue what they wore, how much they drank, whether they were abused as children, and whether they ever exchanged sex for money.²⁶¹ Uber does so even though its own driver-education video represents that “sexual violence is never the survivor’s fault.”²⁶²

440. One plaintiff’s driver had already pleaded guilty to raping her and was serving a ten-year prison sentence. Uber’s counsel, nonetheless, asked her to describe her dress and whether she wore “heels or boots or flats,” and probed her sexual history. In another case, Uber’s counsel asked a plaintiff whether she had been wearing underwear.²⁶³

441. The *New York Times* further reported that Uber’s lawyers comb plaintiffs’ private communications, medical records, and therapy notes for prior assaults, childhood abuse, and domestic violence. Uber petitioned a court to force one woman to disclose details of sexual abuse

²⁵⁹ *How To TALK With Survivors of Sexual Violence*, RAINN, <https://rainn.org/show-up-speak-out-step-in/how-to-talk-with-survivors-of-sexual-violence/> (last updated May 31, 2026).

²⁶⁰ *Policy & Justice*, RAINN, <https://rainn.org/policy> (last visited Sep. 18, 2026).

²⁶¹ Emily Steel, *Uber’s Strategy for Fighting Sexual Assault Suits: What Were You Wearing?*, N.Y. Times (Aug. 4, 2026), <https://www.nytimes.com/2026/08/04/business/uber-sexual-assault-lawsuits.html>.

²⁶² *Id.*

²⁶³ *Id.*

1 she suffered as a child and sought to compel another to submit to a psychiatric examination
 2 concerning prior assaults. Uber’s lawyers revealed to one plaintiff’s father that his daughter had
 3 been abused as a child.²⁶⁴ Women who confided in therapists and physicians did not do so for
 4 Uber’s benefit. Under the rule RAINN announced and Uber embraced, that information was to be
 5 used only for the purpose for which it was shared.

6 442. Whatever latitude civil discovery affords a defendant, Uber chose to exercise it in
 7 a manner its own purported safety partner publicly condemns. Thus, the RAINN partnership did
 8 not constrain Uber’s conduct; it helped supply cover for it.

9 **J. Uber Penalizes Passengers Who Report Harm and Profits from Its Own**
 10 **Misconduct**

11 443. Uber does not merely fail to protect its passengers. It has built internal systems that
 12 identify danger in real time and deliberately withholds that information from the people at risk.
 13 As noted above, Uber maintains an internal algorithm, S-RAD, that calculates a per-ride risk score
 14 for sexual assault and other serious safety incidents. In one case, S-RAD rated a passenger’s trip
 15 0.81 out of 1.0, indicating an elevated risk of sexual assault.²⁶⁵ Despite this score, Uber never
 16 warned the passenger, never reassigned her to a different driver, and never disclosed that her ride
 17 had been flagged as high-risk. The passenger was raped. When there are not enough drivers
 18 available, Uber lowers the S-RAD risk threshold, allowing higher-risk rides to be dispatched to
 19 maintain supply.²⁶⁶ Uber has never disclosed the existence of S-RAD to its riders.

20 444. Uber then destroyed the evidence of what it could have done instead. For every
 21 ride request, Uber’s matching algorithm generates a “supply plan”—the complete record of every
 22 driver-rider pairing it evaluated, including the safer ones it passed over. Uber retains that data for
 23 only 30 days and then deletes it. Asked at his deposition in the MDL whether Uber had data

24 ²⁶⁴ *Id.*

25 ²⁶⁵ Press Release, Peiffer Wolf Carr Kane Conway & Wise LLP, *Jury Finds Uber Liable in*
 26 *Sexual Assault Case Involving 19-Year-Old Passenger; Awards \$8.5 Million in Damages* (Feb. 6,
 27 2026), <https://www.prnewswire.com/news-releases/jury-finds-uber-liable-in-sexual-assault-case-involving-19yearold-passenger-awards-8-5-million-in-damages-302680927.html>.

28 ²⁶⁶ Clare Duffy, *Terms of Service: Could Sexual Assault Lawsuits Change Rideshare Apps?*,
 CNN Podcasts (May 5, 2026), <https://www.cnn.com/audio/podcasts/terms-of-service-with-clare-duffy/episodes/3fe0fa0e-af5d-11f0-b539-d3a22c12dca7>.

1 showing potential alternative pairings for Dean on the night she was assaulted, Wong confirmed
 2 it was gone: “I don’t have access to those supply plan data because they don’t exist anymore.” The
 3 data had been “deleted” under “Uber’s data retention policies.”²⁶⁷

4 445. Uber also designed its internal classification system for sexual misconduct to
 5 minimize its disclosure obligations. Uber classifies incidents into numerous internal categories,
 6 structured so that many fall outside the scope of what Uber characterizes as the “most serious” and
 7 therefore outside its public Safety Reports.

8 446. At the same time, Uber marketed itself to the passengers most at risk. Through its
 9 “Designated Driver” advertising campaign, Uber targeted intoxicated passengers, particularly
 10 women, as a safe alternative to drunk driving,²⁶⁸ even though its own internal data showed that
 11 intoxicated passengers riding alone late at night faced a significantly elevated risk of assault.²⁶⁹

12 447. The same pattern holds in the disability context. After learning of the DOJ’s
 13 investigation into widespread disability discrimination, Uber created a voluntary self-identification
 14 feature allowing riders to notify a driver in advance that they would be traveling with a service
 15 animal.²⁷⁰

16 448. Discrimination continued unabated. A blind passenger and his wife experienced
 17 four consecutive ride denials in a 17-minute span—all after sending advance notifications about
 18 his guide dog.²⁷¹ Another blind passenger who used the feature was rematched with the same driver
 19
 20

21
 22 ²⁶⁷ MDL Pls. Ct. Ex. 12A at 16–18 (Wong Dep. Jan. 7, 2026), 81:14–84:5; *see also* ECF No. 5100 (Pl.’s Mot. for ESI Spoliation Sanctions).

23 ²⁶⁸ Clare Duffy, *Terms of Service: Could Sexual Assault Lawsuits Change Rideshare Apps?*,
 24 CNN Podcasts (May 5, 2026), <https://www.cnn.com/audio/podcasts/terms-of-service-with-clare-duffy/episodes/3fe0fa0e-af5d-11f0-b539-d3a22c12dca7> (“They set the prices and the fares and they match the rider with the passenger and they market themselves, including to people like Jaylynn Dean, go have another drink, ride with us, safe ride home. You know, you’re safe with Uber. So that marketing instills a sense of trust and belief to, particularly to women. To make them feel safe that they can get a safe ride home, especially after having a few drinks at night.”).

25 ²⁶⁹ *Jury Finds Uber Liable*, *supra* note 265.

26 ²⁷⁰ Complaint ¶10, *United States v. Uber Techs., Inc.*, No. 3:25-cv-07731 (N.D. Cal. Sep. 11, 2025), ECF No. 1.

27 ²⁷¹ *Id.* ¶¶237–38.

1 who had just canceled on her; the driver refused service again, calling the service animal
2 “filthy.”²⁷² All of the discriminating drivers continued to drive for Uber.²⁷³

3 449. When passengers do report misconduct, Uber’s response is not merely inadequate;
4 it is punitive. Uber caps the number of account credits a passenger can receive, regardless of the
5 reason. When disabled passengers hit that cap—often because they have filed repeated complaints
6 about driver discrimination—Uber flags their accounts and refuses further credits or refunds, even
7 for unrelated overcharges. A blind passenger who was overcharged because a driver took a wrong
8 route was denied a fare adjustment because Uber determined he had received “too many credits”—
9 credits that were themselves compensation for prior ride denials.²⁷⁴

10 450. When Uber does respond to complaints, it offers remedies so disproportionate to
11 the harm that they function as a deterrent to future reporting. A U.S. veteran with a service dog
12 was denied a ride, missed his flight, spent over \$1,000 on a rental car, and was bedridden for five
13 days from chronic pain aggravated by a 16-hour drive home; Uber offered him a \$15 credit.²⁷⁵ A
14 seven-year-old bilateral amputee was denied a ride because of his wheelchair, and his mother
15 watched the same driver pick up a non-disabled group and load their large wagon minutes later;
16 Uber offered a \$15 credit, which she described as a “slap on the face.”²⁷⁶ In another case, Uber
17 charged a disabled rider a \$150 cleaning fee after a trip with his service animal.²⁷⁷ Many riders
18 with disabilities have stopped filing complaints altogether.²⁷⁸

19 451. The cumulative effect of Uber’s discrimination is that passengers are forced to
20 compromise their own safety. Multiple blind passengers report leaving their guide dogs at home
21 when using Uber to avoid the near-certainty of ride denials, relying instead on a cane, which is
22
23

24 ²⁷² *Id.* ¶¶136–40.

25 ²⁷³ *Id.* ¶109.

26 ²⁷⁴ *Id.* ¶¶240–41, 270–73.

27 ²⁷⁵ *Id.* ¶¶148–59.

28 ²⁷⁶ *Id.* ¶¶198–208.

²⁷⁷ *Id.* ¶193.

²⁷⁸ *Id.* ¶281.

more difficult and less safe.²⁷⁹ One passenger has even questioned whether she should stop using a guide dog altogether.²⁸⁰ Another—who experienced no ride denials during a two-year period without a service animal—was denied service at least 12 times within weeks of getting a new guide dog.²⁸¹

452. Other passengers pay a premium for “Uber Pet”—a higher-cost service designed for pets, not service animals—to avoid ride denials. Uber’s own drivers direct disabled passengers to use Uber Pet rather than accommodating their service animals as the law requires.²⁸²

453. Uber thus profits from its own discrimination: passengers who should receive equal service under the law are funneled into a higher-priced product. Whether the context is sexual assault or disability discrimination, the calculus is the same: Uber tolerates harm to its passengers because preventing harm would impose costs that conflict with its business model.

K. Uber’s Directors and Officers Fail to Take Tangible Action to Remediate in Response to Red Flags

454. Before Plaintiffs initiated this action, they each availed themselves of the tools available under Delaware law to serve books-and-records demands on Uber (the “Demands”) seeking nonpublic documents concerning the Uber Board’s oversight of the Company’s practices with respect to safety and the pervasive sexual assault and sexual misconduct on Uber’s platform.

[REDACTED]

[REDACTED]

[REDACTED]

455. Those documents, together with learnings from the MDL record, reveal a stark failure on the part of the Uber Board to diligently oversee the Company’s safety practices with a mind to maximizing safety. Despite being on notice of clear red flags of sexual assault and sexual misconduct, the Board failed to cause Uber to adopt practices that would prevent or deter sexual

²⁷⁹ *Id.* ¶¶88–90, 184, 242, 264.

²⁸⁰ *Id.* ¶89.

²⁸¹ *Id.* ¶¶130–31.

²⁸² *Id.* ¶¶59, 105, 166, 189, 196, 243, 264.

1 assault and sexual misconduct on Uber's platform and instead allowed management to prioritize
2 profits over safety.

3 456. The foregoing safety failures were not confined to lower-level employees or hidden
4 from Uber's directors. [REDACTED]

5 [REDACTED]
6 [REDACTED]
7 [REDACTED]
8 457. [REDACTED]
9 [REDACTED] According to Uber's proxies, from
10 2020 through 2025, there were 69 meetings of the Board. [REDACTED]

11 [REDACTED]
12 [REDACTED]²⁸³ [REDACTED]
13 [REDACTED]
14 [REDACTED]
15 [REDACTED]
16 [REDACTED]²⁸⁴ [REDACTED]
17 [REDACTED]²⁸⁵ [REDACTED]
18 [REDACTED]
19 [REDACTED]²⁸⁶

20 458. The one substantive discussion on sexual assault and sexual misconduct, from the
21 Board's July 19, 2021 meeting, exemplifies the Board's unacceptable approach to safety. At this
22

23 ²⁸³ [REDACTED]
24 [REDACTED] See UberB&R0001694.

25 ²⁸⁴ UberB&R0002046; UberB&R0002045; UberB&R0001680; UberB&R0001681 at '1683;
26 UberB&R0001686 at '1687; UberB&R0001688 at '1689; UberB&R0001712 at '1712–14;
27 UberB&R0001718; UberB&R0001715 at '1716–17; UberB&R0001720 at '1721;
28 UberB&R0002110; UberB&R-0003324 at '3325; UberB&R-0003293 at '3294; UberB&R-
0003360 at '3361; UBER-STEAMFITTERS-0003631.

²⁸⁵ UberB&R0001691 at '1692–93.

²⁸⁶ UberB&R0002046; UberB&R0001684 at '1685; UberB&R0002111 at '2112; UberB&R-
0003220 at '3221–22.

meeting, Gus Fuldner, Uber’s Vice President, Core Services, “previewed the 2021 safety report with respect to scope of the report, US critical incidents per million trips for Rides, and the anticipated publication date of the report. Mr. Fuldner also discussed industry-level trends on [redacted], sexual assaults on the platform, noting the Company-specific trends.”²⁸⁷

459. Although it appears the Board was informed of the total reported incidents for the 2021–2022 Safety Report, including its unreported incidents, when discussing the “scope of the report,” nothing in these minutes identifies any specific measure the Company intended to implement to reduce the number of sexual assaults on the platform. Instead, at the end of the discussion, “Messrs. Fuldner and Khosrowshahi discussed the pressure being put on the Safety team in connection with the efforts to get drivers on the platform.”²⁸⁸

460. In other words, management appears to have informed the Board that it was pressuring the Company’s Safety team not to implement measures that would better protect the platform from sexual assault but would make it harder for the Company to continue increasing its driver base.

461. Based on the minutes, the Board did not do anything in response to this troubling revelation. Instead, it acquiesced in, and permitted, management’s efforts to prioritize profits over safety.

462. This is consistent with other produced documents.

463. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]²⁸⁹ [REDACTED]²⁹⁰

²⁸⁷ *Supra* note 285.

²⁸⁸ *Id.*

²⁸⁹ UberB&R0001499 at ’1507.

²⁹⁰ UberB&R0001523 at ’1528.

1 464. [REDACTED]

2 [REDACTED]²⁹¹ [REDACTED]

3 [REDACTED]

4 [REDACTED]²⁹²

5 465. Still, Uber prioritized growth over “everything else,” including safety. That priority
 6 appeared in its internal documents and governed its decision-making. An internal Uber document
 7 presented at the Global Driver All Hands on December 13, 2017 stated that “[f]or years, growth >
 8 everything else” at the Company, and Chad Dobbs, Uber’s Director and Head of U.S. City
 9 Operations, acknowledged the statement when it was put to him. An internal presentation
 10 described Uber’s “Framework for Making Safety-Related Decisions” as comparing annualized
 11 insurance savings against expected supply replacement costs, and Dobbs confirmed that whether
 12 a choice was a net benefit to Uber was among the considerations that went into safety decisions.²⁹³

13 466. The Board delegated safety to the officer who applied that framework. Gus Fuldner
 14 confirmed that he was the member of Uber’s Executive Leadership Team (“ELT”) responsible for
 15 safety and customer support, and that he made the decisions on safety subjects.²⁹⁴ The Board thus
 16 entrusted passenger safety to an officer whose responsibilities centered on Uber’s safety and
 17 customer-support functions—while he presided over a regime in which riders were not warned of
 18 known risks, critical safety data was withheld from the public, and the Company’s own anti-assault
 19 tools were deprioritized in favor of marketplace metrics.²⁹⁵

20
 21
 22 ²⁹¹ *Id.* at ’1531.

23 ²⁹² *Id.* at ’1544–45.

24 ²⁹³ See PowerPoint Presentation, “US&C Safety & Insurance” (Oct. 20, 2021) (in custody of
 Valerie Shuping, et al.), Ex. MDL P-00195 at 35; MDL Pls. Ct. Ex. 1A, at 8–9, 24 (Dobbs Dep.
 Aug. 21, 2025), 66:05–13, 69:18–70:14, 302:23–305:22.

25 ²⁹⁴ ECF No. 2687 at 3–4 (Joint Letter Regarding Gus Fuldner Deposition and Apex Order);
 26 *see also* MDL Pls. Ex. 15A, at 34 (Hasbun Dep. Apr. 10–11, 2025), at 282:06–284:12 (confirming
 27 that Fuldner’s department was “Safety & Insurance,” that his job “includes looking out for
 women’s safety,” that “he’s making decisions that affect women’s safety,” and that “[h]e’s on ELT
 today.”).

28 ²⁹⁵ See, e.g., Emilie Boman Trial Tr. (Day 12 PM), at 2553:08–25 (discussing Fuldner’s May
 7, 2024 presentation to the Board: “We plan to make this our last independent safety report.”);
 MDL Pls. Ct. Ex. 11A at 8 (Nilles Dep. July 23, 2025) at 231:18–251:08 (Nilles answered “No,

467. [REDACTED]

468. [REDACTED]

469. [REDACTED]

not to my knowledge” when asked whether the late-night/weekend elevated-risk data was shared with the public, and “No” as to intoxication, evening, riding alone, and front-seat risk factors.).

²⁹⁶ UberB&R0001484.

²⁹⁷ *Id.*

²⁹⁸ UberB&R0001688 at ’1689.

²⁹⁹ *Id.*

³⁰⁰ UberB&R0002159 at ’2164.

³⁰¹ UberB&R0002161 at ’2167.

1 470. [REDACTED]

4 [REDACTED]³⁰² [REDACTED]

8 471. [REDACTED]

13 [REDACTED]³⁰³

14 472. [REDACTED]

17 [REDACTED]³⁰⁴ [REDACTED]

20 473. [REDACTED]

22 [REDACTED]³⁰⁵

26 ³⁰² UberB&R0002239 at '2242.

27 ³⁰³ UberB&R0002283 at '2289.

28 ³⁰⁴ *Id.* at '2290.

³⁰⁵ UberB&R0001720 at '1721.

1 [REDACTED]³⁰⁶ This is no excuse.
 2 Regardless of the cause of increased safety-related incidents, the Board should have directed
 3 management to implement stringent measures to minimize such incidents. The Board did not do
 4 so.

5 474. At the same meeting, management also reported, with respect to “deactivation
 6 fairness and transparency . . . that the Company has prioritized earner-facing products and
 7 enhancing internal processes,” including a safe dispatch model and women rider preferences.³⁰⁷ In
 8 other words, Uber was prioritizing efforts to keep drivers on the platform so they could generate
 9 revenue for the Company instead of blocking drivers that posed safety risks. Again, the Board
 10 should have directed management to reverse its priorities. It did not do so.

11 475. Moreover, at the end of the safety update, management reported that the Company
 12 was rolling out a new feature called “Uber Teens, an account that allows minors (ages 13 to 17) to
 13 take trips.”³⁰⁸ This is alarming given the context of the Company’s history of failure to protect its
 14 passengers, as solo teenage riders certainly face a higher safety risk than adults.

15 476. By late 2023, Uber’s internal safety reporting showed that the problem extended
 16 specifically to sexual assault. A “Safety in 2024” presentation reported that “Global safety rates
 17 continue to rise, driven largely by mix shift changes and environmental factors,” while the
 18 underlying data reflected an increase in critical sexual-assault rates from 2022 to 2023.³⁰⁹

19 477. [REDACTED]
 20 [REDACTED]
 21 [REDACTED]³¹⁰ [REDACTED]
 22 [REDACTED]
 23 [REDACTED]

24
 25 ³⁰⁶ *Id.*

26 ³⁰⁷ *Id.*

27 ³⁰⁸ *Id.*

28 ³⁰⁹ *See, supra* note 20, at 6–9.

³¹⁰ UberB&R0001668 at ’1671.

1 [REDACTED]³¹¹ [REDACTED]

2 [REDACTED]

3 [REDACTED]³¹²

4 478. [REDACTED]

5 [REDACTED]

6 [REDACTED]

7 [REDACTED]³¹³ [REDACTED]

8 [REDACTED]³¹⁴

9 479. [REDACTED]

10 [REDACTED]³¹⁵ [REDACTED]

11 [REDACTED]

12 [REDACTED]

13 [REDACTED]³¹⁶

14 480. Management told the Board that “[f]or Critical Sexual Assaults—the overall
15 incident rate did increase on the top line.”³¹⁷ The underlying data showed that from 2022 to 2023,
16 critical sexual-assault rates increased approximately 6% in U.S. Mobility, Uber’s core rideshare
17 business, while fatal-crash rates increased approximately 13%.³¹⁸

18 481. The same presentation showed that U.S. results were worse than global results
19 across the reported safety metrics. Fatal-assault rates increased approximately 22% in U.S.
20 Mobility and approximately 32% across Uber’s U.S. lines of business, and management identified
21

22
23 ³¹¹ *Id.* at ’1675.

24 ³¹² *Id.* at ’1679.

25 ³¹³ UberB&R0002566 at ’2574.

26 ³¹⁴ UberB&R0002110.

27 ³¹⁵ UberB&R0002578 at ’2593.

28 ³¹⁶ *Id.*

³¹⁷ See Document, “Talking Points 1 5/7 Safety at Uber Q2 2024 BOD,” presented by Gus Fuldner, Roger Kaiser, and Sachin Kansal, Ex. MDL_P-00205, at 4.

³¹⁸ *Id.* at 9.

1 physical-assault fatalities as “the area that is most concerning.” Management further explained
2 that this particular trend was “specific to Uber.”³¹⁹

3 482. Management also told the Board that Uber’s changing business model itself was
4 generating new safety risks. A “Key Challenges” slide identified the “Changing Risk Profile of
5 the Business” and explained: “In our mission to Go Anywhere and Get Anything, we continue to
6 introduce new segments like Moto, Alcohol Deliveries, Uber Connect, Autonomous.” The
7 presentation specifically identified an “increased risk of Sexual Assault with Moto.”³²⁰

8 483. Those disclosures were particularly significant because management attributed the
9 increase in critical sexual assaults in part to Uber’s own growth decisions. As management
10 explained to the Board: “For Critical Sexual Assaults—the overall incident rate did increase on the
11 top line. The key drivers were growth differentials in three areas.”³²¹

12 484. The May 2024 materials also exposed continuing gaps in Uber’s identity controls.
13 Management warned that generative-AI image tools were “bypassing some of our identity
14 controls” and that the industry had “not found a reliable way to detect Gen AI-modded images
15 yet.” At the same time, Uber’s Rider ID coverage extended to only approximately 61% of trips,
16 leaving approximately 39% without that coverage.³²²

17 485. These were not immaterial technical shortcomings. Reliable identification was
18 necessary for Uber to associate misconduct with particular users and prevent repeat offenders from
19 returning to the platform. Thus, while the Board was being told that serious safety rates were
20 increasing, it was simultaneously informed that material gaps remained in the controls used to
21 identify persons accessing the platform.

22 486. Yet management was also proposing to reduce Uber’s standalone public reporting
23 of safety information. The May 2024 materials advised the Board: “We plan to make this our last
24
25

26 ³¹⁹ *Id.* at 7.

27 ³²⁰ *Id.* at 5.

28 ³²¹ *Id.* at 4.

³²² *Id.* at 8.

1 independent Safety Report. Going forward, rely on GAO report and ESG report.”³²³ Boman
 2 subsequently confirmed that Uber intended “to move away from standalone safety reports.”³²⁴

3 487. Management expressly referenced competitors’ more limited disclosures when
 4 discussing that decision: “The last time we issued a Safety Report was June of 2022. Lyft while
 5 releasing one report in 2020, has not continued to report.”³²⁵

6 488. The presentation itself framed safety as both a reputational and shareholder issue.
 7 Fuldner opened by observing that “Safety is a hot topic, especially after the Achmea vote
 8 yesterday,” while the “Key Challenges” materials identified continuing scrutiny concerning the
 9 safety of earners from “labor groups and shareholder interest groups.”³²⁶ [REDACTED]

10 [REDACTED]
 11 [REDACTED]
 12 [REDACTED]³²⁷ [REDACTED]

13 [REDACTED]
 14 [REDACTED]
 15 489. [REDACTED]

16 [REDACTED]³²⁸ [REDACTED]
 17 [REDACTED]

18 [REDACTED]³²⁹

19 490. [REDACTED]
 20 [REDACTED]
 21 [REDACTED]

22
 23 _____
³²³ *Id.* at 6.

24 ³²⁴ Emilie Boman Trial Tr. (Day 12 PM), at 2553:17–21.

25 ³²⁵ See “Talking Points 1 5/7 Safety at Uber Q2 2024 BOD,” *supra* note 317, Ex. MDL_P-
 26 00205 at 6.

27 ³²⁶ *Id.* at 6.

28 ³²⁷ UberB&R0003272 at ’3274.

³²⁸ UberB&R0003275 at ’3286.

³²⁹ UberB&R0001523 at ’1531.

1 [REDACTED]
 2 [REDACTED]
 3 [REDACTED]
 4 [REDACTED]
 5 [REDACTED]³³⁰

6 491. [REDACTED]

7 [REDACTED]
 8 [REDACTED]³³¹

9 492. This decreasing commitment to safety is reflected in the Company's evolving
 10 approach to its U.S. Safety Report, often touted as evidence of Uber's commitment to safety, which

11 [REDACTED]
 12 [REDACTED]
 13 [REDACTED]
 14 [REDACTED]³³²

15 493. [REDACTED]

16 [REDACTED]³³³ [REDACTED]
 17 [REDACTED]
 18 [REDACTED]³³⁴

19 494. Indeed, none of the reports even sought to inform the public of the changing
 20 taxonomies,³³⁵ especially the 2019–2020 and 2021–2022 reports which should have reflected the

24 ³³⁰ UberB&R0003326 at '3342.

25 ³³¹ *Id.* at '3342, '3354.

26 ³³² UberB&R0001850.

27 ³³³ UberB&R0001934.

28 ³³⁴ UberB&R0002012.

³³⁵ Thomas Gaddis Trial Tr. at 124:3–125:2, *In re Uber Rideshare Cases*, No. CJC-21-05188, Vol. 1, at 28 (Cal. Super. Ct. S.F. Cnty. Sep. 8, 2025); Defs.' Omnibus Mots. in Limine at 61.

1 “Taxonomy update . . . made within Uber in early 2020 to separate and distinguish reports of
2 ‘Masturbation’ from ‘Self Touching / Indecent Exposure.’”³³⁶

3 495. And none of the reports informed the public of Uber’s deliberate efforts to have
4 investigators not classify incidents that clearly were masturbation as “masturbation” in their
5 reports in order to report more positive metrics to investors, as FE 2’s account discussed above
6 makes clear.

7 496. [REDACTED]
8 [REDACTED]
9 [REDACTED]
10 [REDACTED]
11 [REDACTED]³³⁷

12 497. These warnings were neither isolated nor ambiguous. Over several years, [REDACTED]
13 [REDACTED]
14 [REDACTED]
15 [REDACTED]
16 [REDACTED]
17 [REDACTED]

18 498. [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 [REDACTED]
22 [REDACTED]³³⁸
23
24
25

³³⁶ Defs.’ Omnibus Mots. in Limine at 61.

³³⁷ UberB&R0002106 at ’2107.

³³⁸ UberB&R0002130; UberB&R0002144; UberB&R0002159; UberB&R0002177;
UberB&R0002239; UberB&R0002254; UberB&R0002283; UberB&R0002294;
UberB&R0002614; UberB&R0002625; UberB&R0003228; UberB&R0003238;
UberB&R0003246; UberB&R0003258.

1 499. [REDACTED]

3 [REDACTED]³³⁹ [REDACTED]

4 [REDACTED]³⁴⁰

5 500. [REDACTED]

8 [REDACTED]³⁴¹ [REDACTED]

9 [REDACTED]³⁴²

10 501. [REDACTED]

13 [REDACTED]³⁴³

14 502. Similarly, [REDACTED]

17 503. Moreover, as discussed herein, Uber considered and rejected implementing certain
18 basic safety measures that would have surely reduced the number of sexual assaults on the
19 platform. [REDACTED]

21 504. Nor can the Board rely on the work performed by the Audit Committee. Two of
22 the four “principal functions” of the Audit Committee are to “provide risk management and
23 governance oversight [and to] ensure the Company’s compliance with legal and regulatory
24

25 ³³⁹ UberB&R0003313 at ’3323.

26 ³⁴⁰ UberB&R0003326 at ’3359.

27 ³⁴¹ UberB&R0003519.

28 ³⁴² UberB&R0000326 at ’339.

³⁴³ UberB&R0001270 at ’1281, ’1344.

requirements.”³⁴⁴ To fulfill these functions, the Audit Committee is tasked with the responsibility to, among other things:

- “Oversee the Company’s (i) compliance with applicable laws and regulations, (ii) compliance framework and (iii) compliance program.”
- “Oversee the investigation and follow-up (including disciplinary action) of any instances of material or significant noncompliance, including reports that involve actual or alleged violations of the Company’s Code of Business Conduct.”
- “Review ongoing investigations, findings of any examinations by regulatory authorities, and the Company’s responses to such investigations, findings and examinations.”
- “Review and discuss quarterly updates from the Company’s management and legal counsel regarding compliance matters.”
- “Investigate any matter brought to the attention of the Committee within the scope of its duties if, in the judgment of the Committee, such investigation is necessary or appropriate.”
- “Oversee the Company’s systems and controls for ethical behavior and the prevention of bribery and receive and respond to reports on non-compliance.”
- “Periodically review the status of any legal matters and/or regulatory changes that could have a significant impact on the Company’s financial statements.”³⁴⁵

505. [REDACTED]

[REDACTED]³⁴⁶ [REDACTED]

506. [REDACTED]

³⁴⁴ Uber Techs., Inc., Audit Committee Charter (adopted Oct. 30, 2023), https://s23.q4cdn.com/407969754/files/doc_downloads/2023/audit-committee-charter-approved-10-30-2023.pdf.

³⁴⁵ *Id.*

³⁴⁶ UBER-STEAMFITTERS-0003700.

1 [REDACTED]³⁴⁷ [REDACTED]
2 [REDACTED]
3 [REDACTED]³⁴⁸ [REDACTED]³⁴⁹ [REDACTED]
4 [REDACTED]³⁵⁰
5 507. [REDACTED]
6 [REDACTED]
7 [REDACTED]
8 [REDACTED]³⁵¹
9 508. [REDACTED]
10 [REDACTED]
11 [REDACTED]³⁵² [REDACTED]
12 [REDACTED]³⁵³ [REDACTED]
13 [REDACTED]³⁵⁴
14 509. [REDACTED]
15 [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 [REDACTED]
19 510. [REDACTED]
20 [REDACTED]
21
22 ³⁴⁷ UBER-STEAMFITTERS-0003617 at '3624.
23 ³⁴⁸ UBER-STEAMFITTERS-0003617.
24 ³⁴⁹ UBER-STEAMFITTERS-0003598 at '3599.
25 ³⁵⁰ UBER-STEAMFITTERS-0003631.
26 ³⁵¹ UBER-STEAMFITTERS-0003663 at '3669.
27 ³⁵² UberB&R0002203 at '2225; UberB&R0002227 at '2236; UberB&R0002239 at '2253.
28 ³⁵³ UberB&R0002239 at '2252 (Feb. 7, 2022); UberB&R0002272 at '2275 (May 9, 2022);
UberB&R0002254 at '2259 (July 18, 2022); UberB&R0002268 at '2269 (Nov. 7, 2022);
UberB&R0002283 at '2287 (Feb. 6, 2023); UberB&R0002294 at '2300 (May 8, 2023);
UberB&R0002301 at '2303-04 (July 17, 2023); UberB&R0002305 at '2311 (Oct. 30, 2023).
³⁵⁴ UberB&R0002305 at '2310.

1 [REDACTED]
2 [REDACTED]
3 [REDACTED]
4 [REDACTED]
5 511. In sum, [REDACTED]
6 [REDACTED]
7 [REDACTED]
8 [REDACTED]

9 512. But warning signs have also been a matter of public concern for years. As detailed
10 above, Uber's involvement in highly publicized legal and regulatory proceedings for nearly a
11 decade—and particularly in the last three years, as highlighted by the 2025 *New York Times*
12 article—makes it highly unlikely that Board members could be unaware of the circumstances
13 involving the pervasive problems of sexual assault and sexual misconduct in its business. [REDACTED]
14 [REDACTED]

15 [REDACTED]³⁵⁵ And such reports have found their way into Uber's Board materials on
16 multiple occasions. [REDACTED]
17 [REDACTED]
18 [REDACTED]

19 **L. Uber Has Suffered and Continues to Suffer Serious Harm, Including**
20 **Lawsuits, Regulatory Action, and Public Scrutiny, as a Result of Defendants'**
21 **Failure to Oversee Safety Practices and Address Widespread Sexual Assault**
22 **and Misconduct**

23 513. As a direct and foreseeable result of the Board's failure to adequately oversee the
24 Company's safety practices with respect to sexual assault and sexual misconduct, Uber now faces
25 thousands of lawsuits, multiple adverse trial verdicts, and mounting litigation costs that have
26 inflicted substantial and quantifiable harm on the Company. That harm is compounding.
27

28 ³⁵⁵ UberB&R0001688 at '1689; UberB&R0001680; UberB&R0001681 at '1683;
UberB&R0001684 at '1685; UberB&R0001712 at '1713–14; UberB&R0001715 at '1716–17;
UberB&R0000001 at '2046–47.

1 514. The Company has incurred and continues to incur significant legal fees and
2 expenses. Uber is defending thousands of individual sexual assault and sexual misconduct claims
3 in the MDL, as well as in the coordinated JCCP proceedings in the California Superior Court. The
4 Company has already been taken to trial, briefed and lost substantive motions, and is now engaged
5 in ongoing bellwether proceedings. The defense costs of litigation of this scope—spanning federal
6 and state courts, requiring the collection, review, and production of years of internal safety data,
7 driver records, and corporate communications—will run to many millions of dollars. Those costs
8 are borne by Uber, not by the Individual Defendants whose failures of oversight made the litigation
9 necessary.

10 515. As detailed above, in the JCCP’s first bellwether trial, the jury unanimously agreed
11 that Uber was negligent in the safety measures it implemented to protect passengers, and the
12 evidence presented at trial revealed and highlighted Uber’s continuing failure to implement
13 sufficient safeguards to protect its customers from sexual assault and other misconduct, including
14 Uber’s continuous refusal to implement safety measures despite its knowledge of the concerning
15 number of instances of sexual assault and misconduct, and Uber’s intentional underreporting of
16 those instances of sexual assault and misconduct.

17 516. In the first MDL bellwether trial, a federal jury also found Uber negligent and
18 awarded the plaintiff \$8.5 million in compensatory damages, finding Uber liable through its
19 agency relationship with the driver who assaulted her.

20 517. These verdicts establish a pattern of liability that will be difficult and expensive for
21 the Company to overcome in future proceedings, and each additional adverse outcome further
22 strengthens the hand of remaining claimants and increases the Company’s aggregate settlement
23 exposure.

24 518. These numerous and significant allegations regarding Uber’s failure to implement
25 sufficient safeguards to protect its customers from sexual assault and misconduct have led to
26 mounting scrutiny from state and federal lawmakers. For example:

- 27 (1) As discussed above, on December 14, 2020, an ALJ ordered Uber to pay \$59
28 million after it found Uber had no legitimate legal or factual grounds to refuse to
provide the CPUC certain information concerning its safety practices and, on July

15, 2021, Uber agreed to pay over \$9 million to the CPUC in a settlement related to what Uber published in the Safety Reports.

- (2) On September 24, 2025, Uber received a letter from the United States House Committee on Oversight and Government Reform requesting a briefing on Uber's "policies and safety protocols for preventing, reporting, and addressing sexual assault and sexual misconduct."³⁵⁶
- (3) On January 6, 2026, United States Congresswoman Debbie Dingell sent a letter requesting a follow-up meeting with Uber, stating that "[i]t is extremely disturbing that Uber's failure to make appropriate updates to policy and take meaningful action at several critical points to protect the company's image and bottom line has led to assaults that could have been prevented."³⁵⁷
- (4) On January 22, 2026, the New York State Comptroller filed a shareholder proposal on behalf of the New York State Common Retirement Fund demanding that Uber release a "transparency report" on how it addresses sexual harassment and assault of its riders.³⁵⁸
- (5) On June 10, 2026, 128 members of the United States Congress signed onto a letter to U.S. House Speaker Mike Johnson urging Congress to strike an amendment to the BUILD America 250 Act that "sets the stage for corporations to be shielded from liability from passengers who allege sexual assault," and "puts users of rideshare apps, in particular women, in danger." The letter calls out "[f]ailures by rideshare companies to adequately adopt policies to protect passengers and drivers from sexual misconduct are well-documented and chilling," and points to the reports that "Uber received a report of sexual assault or sexual misconduct in the United States almost every eight minutes on average between 2017 and 2022."³⁵⁹
- (6) On June 15, 2026, more than 275 state lawmakers sent a similar letter to U.S. House Speaker Mike Johnson, urging Congress to strike the same amendment to the BUILD America 250 Act, stating that "[t]he scale of the harm is not speculative," that "Uber trips in the United States generated reports of sexual assault or sexual misconduct, an average of roughly one report every eight minutes," and "that the company developed safety tools its own experts believed could reduce assaults, and declined to fully deploy them."³⁶⁰

³⁵⁶ Letter to Dara Khosrowshahi, House Committee on Oversight and Government Reform (Sep. 24, 2025), <https://oversight.house.gov/wp-content/uploads/2025/09/Uber-Sexual-Assault-letter-092425.pdf>.

³⁵⁷ Letter to Dara Khosrowshahi, Office of Representative Debbie Dingell (Jan. 6, 2026), https://debbiedingell.house.gov/uploadedfiles/dingell_jan2026_letter_to_uber.pdf.

³⁵⁸ N.Y. State Common Ret. Fund, Shareholder Proposal to Uber Technologies, Inc. (Jan. 22, 2026), <https://www.osc.ny.gov/files/about/pdf/uber-technologies-safety-shp.pdf>.

³⁵⁹ Letter from the Democratic Women's Caucus & House Democratic Caucus to Speaker Mike Johnson, U.S. House of Representatives, Re: Amendment to the BUILD America 250 Act (June 10, 2026), https://democraticwomenscaucus.house.gov/uploadedfiles/6.10.2026_letter_opposing_rideshare_immunity_amendment_that_endangers_women_and_survivors.pdf.

³⁶⁰ Letter from 298 State Legislators to Speaker Mike Johnson, U.S. House of Representatives, Re: Strike Amendment 041 (the Fong Amendment) from H.R. 8870, the BUILD America 250 Act

519. In addition, the Company has suffered significant reputational harm. As detailed above, the August 2025 New York Times investigation, subsequent national media coverage, and regulatory scrutiny have collectively damaged the Company's brand, its relationships with regulators and legislators, and investor confidence in the integrity of its safety representations.

520. The harm the Company faces going forward may dwarf what has already been incurred. Thousands of claims remain pending in the MDL and JCCP, with additional bellwether trials expected, including a trial scheduled for January 2027. The Company's own internal data confirms that over 400,000 Uber trips resulted in reports of sexual assault or sexual misconduct between 2017 and 2022, of which approximately 387,659 went undisclosed due to the Company's deceptive categorization practices. Each represents potential additional litigation exposure. Uber's own 10-K for fiscal year 2025 acknowledges that such claims, "whether meritorious or not, could be time consuming, costly, and harmful to our reputation, and could require significant amounts of management time and corporate resources."

521. Each of these harms, realized and prospective, flows from the same source. As with discrimination against riders with disabilities and deceptive practices concerning Uber One, the Board and senior management failed to respond to a decade of red flags with anything more than litigation defense and cosmetic product features. The Individual Defendants had the information, the authority, and the obligation to act. They did not. The mounting litigation, the adverse verdicts, and the damage to the Company's reputation are the direct and foreseeable consequence of that failure.

II. UBER'S RECIDIVIST ADA VIOLATIONS CULMINATE IN THE 2025 DOJ ACTION

522. Uber's disregard for the rights of riders with disabilities is neither recent nor the product of isolated driver misconduct. It is the predictable result of a decade-long pattern. Private plaintiffs, disability rights organizations, arbitrators, federal courts, and the DOJ all warned Uber, in unmistakable terms, that its platform was systematically excluding people with disabilities in

(June 15, 2026), https://49f53f7a-69a6-4331-8af9-b4d6a26f5574.usrfiles.com/ugd/49f53f_68460a919fe1442db8a02eebfa01591c.pdf.

violation of the ADA. Each warning was a red flag that the Board and senior management ignored. None produced meaningful change in how Uber oversees, trains, or monitors its drivers, or remedies discrimination. The result was the DOJ's sweeping pattern-or-practice enforcement action filed on September 11, 2025, which now exposes the Company to nine-figure damages, civil penalties, court-ordered structural relief, and years of costly litigation. As described herein, the Individual Defendants' bad-faith oversight is a root cause of this harm.

A. The ADA Imposed Clear, Long-Standing Obligations on Uber

523. Uber's obligations are mandatory. Title III of the ADA provides that "[n]o individual shall be discriminated against on the basis of disability in the full and equal enjoyment of specified public transportation services provided by a private entity that is primarily engaged in the business of transporting people and whose operations affect commerce."³⁶¹ The U.S. Department of Transportation's implementing regulations require private transportation providers to, among other things, permit service animals to accompany riders with disabilities, refrain from imposing disability-related surcharges, and train personnel to treat riders with disabilities respectfully.³⁶² The statute itself requires covered entities to make reasonable modifications to policies, practices, and procedures where necessary to avoid discrimination.³⁶³

524. Uber has known since at least 2014 that regulators consider it a covered transportation provider under these provisions. As described below, the DOJ filed a Statement of Interest to that effect in the first major ADA class action against the Company. Every court to consider the question since has rejected Uber's contention that it is merely a technology company exempt from the ADA's transportation provisions.

³⁶¹ 42 U.S.C. § 12184(a).

³⁶² 49 C.F.R. §§ 37.5, 37.167(d), 37.173.

³⁶³ 42 U.S.C. §§ 12184(b)(2)(A), 12182(b)(2)(A)(ii).

525. Uber’s own Business Conduct Guide commits the Company to “help everyone move freely, safely, and without fear.” It also commits the Company to build “a marketplace where our products and services address the needs of diverse communities.”³⁶⁴

526. The Board’s Corporate Governance Guidelines assign the Board responsibility for overseeing “the Company’s compliance with applicable laws and regulations.” The ADA is one such law. The red flags described below were the kind of information that any Uber director or officer discharging that responsibility in good faith could not have ignored.

B. Service Animal Denials and the National Federation of the Blind Litigation

527. The first major warning came on September 9, 2014, when the National Federation of the Blind of California (“NFBC”) and individual blind riders filed a class action against Uber in this Court. The plaintiffs in that case alleged that UberX drivers refused to transport blind riders who traveled with guide dogs.³⁶⁵ The plaintiffs further alleged that drivers refused service to members because of their service animals. In fact, one rider alleged that an Uber driver even forced her guide dog into the trunk of the vehicle and refused to pull over despite concerns over the animal’s safety.³⁶⁶

528. The DOJ filed a Statement of Interest in the case supporting the plaintiffs’ position that Uber’s demand-responsive transportation service falls within the ADA’s coverage.³⁶⁷ From that point forward, Uber and its fiduciaries were on notice. The federal government viewed Uber as subject to the ADA’s transportation mandates and was prepared to support that conclusion.

529. On April 17, 2015, the Court denied Uber’s motion to dismiss. It held that discrimination by some drivers was a sufficient injury for the plaintiffs to sue. It further held that

³⁶⁴ 2024 Uber Business Conduct Guide, at 8, https://s23.q4cdn.com/407969754/files/doc_governance/2025/Jun/18/BCG-2024_ENG-a12cc8.pdf.

³⁶⁵ Compl., *Nat’l Fed’n of the Blind of Cal. v. Uber Techs., Inc.*, No. 3:14-cv-04086 (N.D. Cal. Sep. 9, 2014); First Am. Compl. (Nov. 12, 2014); Civil Rights Litigation Clearinghouse, Case No. 15318, <https://clearinghouse.net/case/15318/>.

³⁶⁶ *Uber Faces Lawsuit Over Drivers Allegedly Discriminating Against Blind Passengers*, NBC News (Sep. 2014), <https://www.nbcnews.com/id/wbna56030156>.

³⁶⁷ Statement of Interest of the United States, *Nat’l Fed’n of the Blind of Cal. v. Uber Techs., Inc.*, No. 3:14-cv-04086 (N.D. Cal.), https://archive.ada.gov/briefs/uber_soi.pdf.

1 the organizational plaintiff could proceed even though some of its members had signed arbitration
2 agreements.³⁶⁸

3 530. In April 2016, the parties announced a class settlement, and on December 6, 2016,
4 the Court granted final approval. Under the settlement, Uber agreed to: (i) require its drivers to
5 transport blind riders with service animals; (ii) modify its cleaning fee policy as applied to service
6 animal messes; (iii) submit to oversight by a neutral monitor for a default term of three and a half
7 years; and (iv) make payments to the National Federation of the Blind and the named plaintiffs.³⁶⁹

8 531. The settlement did not remediate the violations. In June 2020, nearly four years
9 after the agreement took effect, the plaintiffs returned to the Court seeking an extension and
10 modification of the settlement. The plaintiffs in that action asserted that discrimination by drivers
11 against riders with guide dogs remained pervasive. In their filing, plaintiffs reported that, since
12 the settlement term began in January 2017, Uber had received more than 21,000 complaints of
13 service animal-related discrimination.³⁷⁰ The Court denied the request to modify the settlement
14 while recognizing that it retained jurisdiction over the agreement.

15 532. The significance of this episode for the Board is not the outcome of the motion; it
16 is the number of discrimination complaints Uber received. By 2020, Uber possessed internal data
17 documenting tens of thousands of complaints that its drivers were refusing service to blind riders.
18 That conduct directly violated federal law and the Company's own court-approved settlement
19 obligations. That information was in Uber's possession, and the Board needed to take tangible
20 action to remediate the violations.

21
22
23 ³⁶⁸ *Nat'l Fed'n of the Blind of Cal. v. Uber Techs., Inc.*, 103 F. Supp. 3d 1073 (N.D. Cal.
24 2015).

25 ³⁶⁹ Press Release, Nat'l Fed'n of the Blind, *Groundbreaking Settlement to End Discrimination*
26 *Against Blind Uber Riders Who Use Guide Dogs* (Apr. 30, 2016), <https://nfb.org/about-us/press-room/groundbreaking-settlement-end-discrimination-against-blind-uber-riders-who-use>; Civil Rights Litigation Clearinghouse, Case No. 15318.

27 ³⁷⁰ *Uber Ordered to Pay \$1.1 Million On Account of Drivers' Treatment of Blind Rider*, NBC
28 BAY AREA (Apr. 4, 2021), <https://www.nbcbayarea.com/news/local/arbitrator-orders-uber-to-pay-1-1-million-on-account-of-drivers-treatment-of-blind-rider/2510011/> (describing the June court filing).

533. Throughout the pendency of the NFBC litigation, press coverage documented additional individual incidents and broader criticism of Uber’s accessibility record. For example, in July 2015, NBC News reported allegations that an Uber driver had turned away a blind Wisconsin man and his service dog.³⁷¹ In August 2015, Wired published a critique arguing that Uber’s business model was not built to serve riders with disabilities.³⁷² In August 2016, a Florida newspaper reported complaints that Uber drivers were ignoring the ADA, and the article was syndicated to other outlets.³⁷³

534. These were not obscure sources. They were the kind of mainstream coverage that a company with a functioning compliance and reputational risk program would have tracked and reported to its directors.

535. In June 2016, a lawsuit by a single blind rider showed the real-world harm that Uber’s conduct was causing. Tiffany Jolliff (“Jolliff”), a blind Arlington, Virginia resident, worked as a federal disability employment policy specialist. She sued Uber in the Eastern District of Virginia under the ADA and the Virginians with Disabilities Act. Her complaint arose from a June 14, 2015 incident where an Uber driver refused to transport her guide dog and drove off while she was still holding the door handle, dragging her several feet, and injuring her. She alleged refusals of service on numerous occasions.³⁷⁴ The parties reached a private settlement resolving the claims, and the case was dismissed by joint stipulation. Uber paid to make the case go away. Again, neither Jolliff’s case nor the resulting press coverage fixed the underlying conduct.

³⁷¹ Kathryn Robinson, *Uber Driver Turns Away Blind Man and His Service Dog*, NBC NEWS (July 27, 2015), <https://www.nbcnews.com/news/us-news/uber-driver-turns-away-blind-man-his-service-dog-n399041>.

³⁷² Issie Lapowsky, *Uber’s Business Isn’t Built to Help Disabled People*, WIRED (Aug. 14, 2015), <https://www.wired.com/2015/08/uber-disability/>.

³⁷³ Melanie Payne, *Tell Mel: Some Uber drivers ignore ADA, break law*, NEWS-PRESS (Aug. 12, 2016), <https://www.news-press.com/story/news/2016/08/12/tell-mel-some-uber-drivers-ignore-ada-break-law/88430480/>.

³⁷⁴ *Blind woman sues Uber, says she and her guide dog were refused service*, WASH. POST (June 3, 2016), https://www.washingtonpost.com/local/trafficandcommuting/blind-woman-sues-uber-says-she-and-her-guide-dog-were-refused-service/2016/06/02/7391156e-28f8-11e6-ae4a-3cdd5fe74204_story.html; *Blind Woman Sues Uber for Allegedly Refusing Her Service*, NBC4 WASH. (June 1, 2016), <https://www.nbcwashington.com/news/local/blind-woman-sues-uber-after-allegedly-refusing-her-service/1996598/>.

C. Wheelchair Accessibility Litigation Across the Country

536. While the service animal litigation proceeded, a second wave of ADA litigation targeted a different but related failure: Uber’s exclusion of riders who use wheelchairs. These cases were filed in Chicago, Washington, D.C., New York City, the San Francisco Bay Area, Pittsburgh, and New Orleans. Their geographic breadth alone should have warned the Board that the problem was structural rather than local.

537. In October 2016, Access Living of Metropolitan Chicago, a disability rights nonprofit, and three individuals who use motorized wheelchairs sued Uber in the Northern District of Illinois. The plaintiffs in that case alleged that Uber discriminated by failing to ensure equal access to wheelchair accessible vehicles (“WAVs”). The result was longer wait times and higher prices for wheelchair users.³⁷⁵ In December 2018, the district court allowed the individual claims to proceed while dismissing the organizational plaintiff. Two individual plaintiffs later settled with Uber. On May 5, 2020, the Seventh Circuit affirmed the dismissal of the organizational plaintiff on standing grounds.³⁷⁶ Uber prevailed on a procedural ground, but it did not prevail on the merits, and the individual claims that survived served as a warning of a systemic compliance problem.

538. On June 28, 2017, the Equal Rights Center, a Washington, D.C. civil rights nonprofit, sued Uber under Title III of the ADA and the D.C. Human Rights Act. It alleged that Uber designed its D.C. service to effectively exclude users of non-foldable wheelchairs from UberX. None of the roughly 30,000 vehicles operated by Uber drivers in the District could transport them. The Equal Rights Center’s civil rights testing investigation found that wheelchair users waited an average of eight times longer for an accessible vehicle. They also paid up to twice as much in fares.³⁷⁷

³⁷⁵ Michael Tarm, *Disability rights group sues Uber over wheelchair access*, AP NEWS (Oct. 13, 2016), <https://apnews.com/general-news-2438c5372377477997587bbf3c57f9e1>.

³⁷⁶ *Access Living of Metro. Chi. v. Uber Techs., Inc.*, 958 F.3d 604, 607-08 (7th Cir. 2020) (describing procedural history).

³⁷⁷ Press Release, Equal Rights Ctr., *Equal Rights Center Files Lawsuit Against Uber for Providing Services Inaccessible to Wheelchair Riders* (June 28, 2017),

539. On March 15, 2021, then-District Judge Ketanji Brown Jackson denied Uber's motion to dismiss, ruling that Uber's ride-sharing application is covered by Title III and the D.C. Human Rights Act and that the plaintiff had associational standing.³⁷⁸ In July 2024, the parties announced an agreement in an effort to resolve the litigation. Under it, Uber would fund financial incentives for D.C. drivers who complete wheelchair accessible trips and would require mandatory passenger securement training.³⁷⁹ That resolution came seven years after the case was filed, and only after Uber had lost its motion to dismiss.

540. On October 24, 2018, a coalition of disability organizations and individual riders filed a class action in the Northern District of California. The coalition included the Independent Living Resource Center of San Francisco and Community Resources for Independent Living. The suit challenged the absence of wheelchair accessible vehicles in Uber's on-demand service in the Bay Area, Uber's home market.³⁸⁰

541. On July 30, 2019, Judge Richard Seeborg granted Uber's motion to compel arbitration. He ruled that testers used by the advocacy organizations acted as their agents and were bound by the arbitration clause in Uber's Terms of Use. The outcome of the arbitration has not been publicly disclosed.

542. Once again, Uber avoided a public merits determination through a procedural mechanism, but the Company did not remediate the violations or demonstrate compliance with the law.

543. On June 11, 2019, the Thomas Merton Center and four Pittsburgh residents with mobility disabilities filed a class action in the Western District of Pennsylvania. The plaintiffs in that case alleged that Uber provided no WAVs through its on-demand service in the Pittsburgh

<https://equalrightscenter.org/press-releases/equal-rights-center-files-lawsuit-uber-providing-services-inaccessible-wheelchair-riders/>.

³⁷⁸ *Equal Rights Ctr. v. Uber Techs., Inc.*, 525 F. Supp. 3d 62, 73-75, 81-82 (D.D.C. 2021).

³⁷⁹ Press Release, Equal Rights Ctr., *Equal Rights Center and Uber Reach Agreement on Availability and Safety of Wheelchair Accessible Vehicles in D.C.* (July 17, 2024), <https://www.prnewswire.com/news-releases/equal-rights-center-and-uber-reach-agreement-on-availability-and-safety-of-wheelchair-accessible-vehicles-in-dc-302199449.html>.

³⁸⁰ DISABILITY RIGHTS ADVOCES., *Indep. Living Res. Ctr. of San Francisco v. Uber Techs., Inc.*, Disability Rights Advoc., <https://dralegal.org/case/ilrc-v-uber/> (last visited Oct. 7, 2026).

area, in violation of the ADA.³⁸¹ Uber again attempted to force the claims into arbitration. On November 12, 2019, the district court denied Uber's motion to compel arbitration. On March 17, 2021, the Third Circuit affirmed. It rejected Uber's argument that plaintiffs who had never registered for an Uber account or accepted its Terms of Use were nonetheless bound by the arbitration clause.³⁸² The Ninth Circuit reached a similar conclusion on August 24, 2020, in *Namisanak v. Uber Technologies, Inc.*, holding that plaintiffs who had not downloaded the Uber app had standing to sue over the absence of UberWAV in New Orleans.³⁸³ The Ninth Circuit distinguished the Seventh Circuit's *Access Living* decision.³⁸⁴ After settlement talks in *O'Hanlon* broke down, the plaintiffs dropped their class allegations and the case was voluntarily dismissed without prejudice for undisclosed reasons.³⁸⁵

544. Taken together, these cases established a pattern that any attentive fiduciary would have recognized. In city after city, riders with disabilities encountered Uber's same failures to comply with its legal duties to disabled riders. In case after case, Uber's response was to litigate procedural defenses, to compel arbitration where it could, and to settle quietly where it could not. At no point did Uber treat the accumulating litigation as a signal that systemic discrimination against disabled passengers must be remediated.

D. An Arbitrator Finds Uber Liable and Rejects Its Independent Contractor Defense

545. In 2018, Lisa Irving, a legally blind San Francisco Bay Area resident, filed an arbitration claim. She alleged that Uber drivers had denied her rides or harassed her because of her guide dog. On March 18, 2021, the arbitrator, a retired judge, found Uber liable for fourteen separate incidents of discrimination. He awarded approximately \$324,000 in damages and

³⁸¹ Compl., *O'Hanlon v. Uber Techs., Inc.*, No. 2:19-cv-00675 (W.D. Pa. June 11, 2019), ECF No. 1; Press Release, Disability Rights Advocates, *Uber Sued for Discriminating Against Wheelchair-Users* (June 11, 2019), <https://dralegal.org/press/uber-sued-for-discriminating-against-wheelchair-users/>.

³⁸² *O'Hanlon v. Uber Techs., Inc.*, 990 F.3d 757, 765-66 (3d Cir. 2021).

³⁸³ *Namisanak v. Uber Techs., Inc.*, 971 F.3d 1088, 1092 (9th Cir. 2020).

³⁸⁴ *Id.* at 1093.

³⁸⁵ Stipulation of Dismissal without Prejudice, *O'Hanlon v. Uber Techs., Inc.*, No. 2:19-cv-00675 (W.D. Pa. Nov. 3, 2021), ECF No. 78.

approximately \$805,000 in attorneys' fees and costs, for a total of roughly \$1.1 million.³⁸⁶ The arbitrator rejected Uber's argument that it bore no responsibility for its drivers because they are independent contractors. He found that Uber had allowed drivers who discriminated against disabled riders to continue driving without discipline. He also concluded that the NFBC class settlement did not release her monetary claims.³⁸⁷ A petition to confirm the award was filed in San Francisco Superior Court on April 1, 2021.³⁸⁸

546. The Irving award was a red flag of a different character. A neutral adjudicator, applying the law to a developed factual record, found more than discrimination by individual drivers. He found that Uber had knowingly tolerated it by declining to discipline drivers who denied service to a blind rider. That is precisely the failure the DOJ would allege four years later. And it was a finding that the Company's central legal defense, that drivers are independent contractors for whose conduct Uber is not responsible, would not protect the Company from ADA liability. The Individual Defendants were therefore on notice that the Company's exposure to precisely this kind of liability was growing.

E. The First Federal Enforcement Action and the 2022 Settlement

547. On November 10, 2021, the DOJ filed its first ADA enforcement action against Uber in this Court.³⁸⁹ The action challenged the Company's practice of charging "wait time" fees to passengers who, because of disability, need more than two minutes to board a vehicle. *U.S. v.*

³⁸⁶ Maria Dinzeo, *Uber Ordered To Pay \$1.1 Million for Discriminating Against Passenger with Guide Dog*, Courthouse News Serv. (Apr. 1, 2021), <https://www.courthousenews.com/uber-ordered-to-pay-1-1-million-for-discriminating-against-passenger-with-guide-dog/>; Rachel Sandler, *Uber Ordered To Pay \$1.1 Million After Blind Rider Claims Drivers Refused To Pick Her Up*, Forbes (Apr. 1, 2021), <https://www.forbes.com/sites/rachelsandler/2021/04/01/uber-ordered-to-pay-1-1-million-after-blind-rider-claims-drivers-refused-to-pick-her-up/>.

³⁸⁷ *Blind Woman Snubbed on Rideshares with Her Guide Dog Petitions To Confirm \$1.1 Million Award Against Uber*, LAW & CRIME (Apr. 1, 2021), <https://lawandcrime.com/civil-rights/blind-woman-snubbed-on-rideshares-with-her-guide-dog-petitions-to-confirm-1-1-million-award-against-uber/>; *Uber Ordered to Pay \$1.1 Million On Account of Drivers' Treatment of Blind Rider*, *supra* note 370.

³⁸⁸ Press Release, Peiffer Wolf and The Law Office of Jana Eisinger, *Uber to Pay \$1.1 Million in Record Award to Blind Rideshare Passenger*, BUS. WIRE (Apr. 1, 2021), <https://www.businesswire.com/news/home/20210401005552/en/>.

³⁸⁹ *U.S. v. Uber Techs., Inc.*, No. 3:21-cv-08735 (N.D. Cal.) (the "2021 DOJ Action").

1 *Uber Techs., Inc.*, No. 3:21-cv-08735 (N.D. Cal.) (the “2021 DOJ Action”).³⁹⁰ The complaint
 2 alleged that “[i]n April 2016, Uber launched a new policy of charging passengers wait time fees
 3 in limited locations throughout the United States,” that “Uber later expanded its policy to apply to
 4 all cities in the United States where Uber operates,” and that “Uber drivers do not have discretion
 5 to waive a wait time fee.”³⁹¹ The DOJ brought the action “based on a determination that Uber has
 6 engaged in a pattern or practice of discrimination and a determination that a person or group of
 7 persons has been discriminated against, and that such discrimination raises an issue of general
 8 public importance.”³⁹²

9 548. In addition to systemic issues, the complaint in the 2021 DOJ Action emphasized
 10 the experiences of two riders. “Passenger A,” a woman with quadriplegia, relied on Uber roughly
 11 ten times per week to travel to a rehabilitation program. She discovered that she “had been charged
 12 a wait time fee for every ride she had taken with Uber since she relocated to Louisville in May
 13 2020.” When she sought a refund, “[a]n Uber employee eventually responded to Passenger A and
 14 told her that the wait time fees were automatic and therefore Uber could not do anything to prevent
 15 them from being charged if Passenger A exceeded the two-minute time limit for any reason.”
 16 According to the complaint, “Uber’s refusal to refund her money or to change its wait time fee
 17 policy makes Passenger A feel like a second-class citizen.”³⁹³

18 549. “Passenger B,” a man with cerebral palsy, was initially refunded some fees, but
 19 “after he received a certain amount of refunds, a customer service associate informed him that he
 20 had reached the maximum amount of refunds and Uber would no longer issue him any additional
 21 refunds.”³⁹⁴ The complaint alleged that Uber “has also denied wait time fee refunds to some
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 23
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25 ³⁹⁰ Compl., *U.S. v. Uber Techs., Inc.*, No. 3:21-cv-08735 (N.D. Cal. Nov. 10, 2021), ECF No.
 26 1 (the “2021 DOJ Complaint”).

27 ³⁹¹ 2021 DOJ Complaint ¶¶19, 21, 25.

28 ³⁹² *Id.* ¶3.

³⁹³ *Id.* ¶¶38, 42, 45, 47.

³⁹⁴ *Id.* ¶54.

passengers with disabilities even after being informed that the fees were charged because of their disabilities.”³⁹⁵

550. Uber moved to dismiss, arguing among other things that it is not a covered transportation company. The Court denied the motion at an April 13, 2022 hearing.³⁹⁶

551. On July 18, 2022, the DOJ announced a settlement resolving the 2021 DOJ Action. Under the two-year agreement, Uber committed to the following: (i) waiving wait time fees for riders who certify that they, or someone they frequently travel with, need more time to board because of a disability; (ii) ensuring that refunds are readily available for those charged; (iii) crediting the accounts of more than 65,000 eligible riders who signed up for the waiver program for double the wait time fees they had ever been charged; (iv) paying \$1,738,500 to more than one thousand riders who had complained to Uber about disability-based wait time fees; and (v) paying \$500,000 to other harmed individuals identified by the DOJ.³⁹⁷

552. Kristen Clarke, Assistant Attorney General for the DOJ’s Civil Rights Division, did not mince words in announcing the resolution. She stated: “People with disabilities should not be made to feel like second-class citizens or punished because of their disability, which is exactly what Uber’s wait time fee policy did. This agreement sends a strong message that Uber and other ridesharing companies will be held accountable if their services discriminate against people with disabilities.”³⁹⁸

553. The 2021 DOJ Action and the 2022 DOJ settlement were, for purposes of the Board’s oversight obligations, the clearest possible red flag. The DOJ investigated the Company and sued it for a pattern or practice of disability discrimination, defeated Uber’s motion to dismiss,

³⁹⁵ *Id.* ¶29.

³⁹⁶ Minute Entry, *U.S. v. Uber Techs., Inc.*, No. 3:21-cv-08735 (N.D. Cal. Apr. 13, 2022), ECF No. 34; *see* U.S. DEP’T OF JUSTICE, CIVIL RIGHTS DIV., *United States v. Uber Techs., Inc.* (case page), <https://www.justice.gov/crt/case/united-states-v-uber-technologies-inc>.

³⁹⁷ Settlement Agreement, *U.S. v. Uber Techs., Inc.*, No. 3:21-cv-08735 (N.D. Cal. July 18, 2022), ECF No. 43 (the “2022 DOJ Settlement”); Press Release, U.S. Dep’t of Justice, *Uber Commits to Changes and Pays Millions To Resolve Justice Department Lawsuit for Overcharging People with Disabilities* (July 18, 2022), <https://www.justice.gov/archives/opa/pr/uber-commits-changes-and-pays-millions-resolve-justice-department-lawsuit-overcharging-people>.

³⁹⁸ *Id.*

1 and extracted a multimillion-dollar settlement with structural undertakings. The United States had
2 put Uber on notice that it was watching. It rejected Uber's position that it was not a transportation
3 company, and it would hold Uber accountable for discrimination on its platform. Fiduciaries
4 acting in good faith would have taken tangible action to remediate these violations going forward,
5 such as demanding a comprehensive review of ADA compliance across every dimension of the
6 platform and mandating necessary reforms. [REDACTED]

7 [REDACTED]
8 **F. The Board and Management Fail to Take Tangible Action to Remediate in**
9 **Response to Red Flags**

10 554. Each of the events described above was known to Uber. Each generated litigation
11 that the Company's legal department defended and settlements that the Company funded. Each
12 produced adverse rulings and awards that the Company would be obligated to disclose to its
13 auditors and evaluate for reserve purposes. The 2021 DOJ Action and its settlement were the
14 subject of a DOJ press release and nationwide press coverage. [REDACTED]

15 [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 555. [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 [REDACTED]
22 [REDACTED]
23 [REDACTED]
24 [REDACTED]
25 [REDACTED]
26 [REDACTED]
27 [REDACTED]
28 [REDACTED]

³⁹⁹ UberB&R0003519; UberB&R000326 at '339; UberB&R0001270 at '1281, '1344.

556. This silence is especially striking given what the Board was telling stockholders at the same time. The 2025 and 2026 Proxy Statements each represented that the Board and the Audit Committee “oversee risk management, including Uber’s compliance with applicable laws and regulations.”⁴⁰⁰ They represented that the Audit Committee “oversees a variety of ethics and compliance matters and receives regular reports” including “updates on our compliance with applicable laws and regulations.”⁴⁰¹ And they represented that this oversight “includes the review of any ongoing examinations by regulatory authorities and the Company’s response.”⁴⁰²

Thus, given the Company’s representations regarding the completeness of its production, the Board simply did not engage with any remedial efforts whatsoever and chose instead to accept the fallout from continued violations.

557. The Proxy Statements were not the only source of the Board’s promised oversight. The Audit Committee Charter charges the Committee to “ensure the Company’s compliance with legal and regulatory requirements,” to “[a]nnually review the Company’s risk profile,” and to “[p]eriodically review the status of any legal matters and/or regulatory changes that could have a significant impact on the Company’s financial statements.”⁴⁰³ The ADA is an applicable law. The DOJ’s investigations were “examinations by regulatory authorities” whose “findings” and the “Company’s responses” the Committee was obligated to review.⁴⁰⁴

⁴⁰⁰ 2026 Proxy Statement, *supra* note 16, at 12; 2025 Proxy Statement, *supra* note 24, at 10.

⁴⁰¹ *Id.*

⁴⁰² *Id.*

⁴⁰³ Charter of the Audit Committee of the Board of Directors of Uber Technologies, Inc. §§ I, III.F, III.G (the “Audit Committee Charter”), https://s23.q4cdn.com/407969754/files/doc_governance/Audit-Committee-Charter-Uber.pdf.

⁴⁰⁴ Audit Committee Charter § III.E.

558. The Annual Reports, which the Audit Committee reviews and each Director Defendant signs, confirm the point. The Annual Report on Form 10-K for fiscal year 2025 (the “2025 10-K”) acknowledges that state regulations “often require TNCs [Transportation Network Company] to comply with rules regarding, among other things, . . . accessible vehicles.”⁴⁰⁵ It discloses that the Company faces “Americans with Disabilities Act, (‘ADA’) claims.”⁴⁰⁶ And it admits that “[o]ur prior failure to prioritize compliance has led to increased regulatory scrutiny globally.”⁴⁰⁷

559. The 2026 Proxy Statement goes further. Its “Board Oversight” chart assigns “Ethics & Compliance” and “Regulatory Environment” oversight to the Audit Committee and the full Board.⁴⁰⁸ It represents that “[t]he Board receives regular updates from our Chief Legal Officer,” that “management escalates material matters to the Board as appropriate,” and that in 2025, the year the DOJ sued, the Chief Legal Officer briefed directors on “[r]egulatory and legal developments.”⁴⁰⁹ If these representations were true, the 2021 DOJ Action, the 2022 DOJ Settlement, and the 2025 DOJ Action would each have been reviewed by the Audit Committee and escalated to the full Board.

560. Stockholders also specifically alerted the Board to the Company’s treatment of riders with disabilities. A 2022 stockholder proposal for a civil rights audit cited the unreliable service Uber provides to riders who need wheelchair accessible vehicles.⁴¹⁰ In response, the Company commissioned a Civil Rights Assessment led by former Attorney General Eric Holder,

⁴⁰⁵ Uber Techs., Inc., Annual Report (Form 10-K) (Feb. 13, 2026) (the “2025 10-K”), at 6, https://www.sec.gov/ix?doc=/Archives/edgar/data/0001543151/000154315126000015/uber-20251231.htm#ibaf6f49d29284275967a0ba81f2a21ee_19.

⁴⁰⁶ 2025 10-K, Part I, at 38–39.

⁴⁰⁷ *Id.* at 17.

⁴⁰⁸ 2026 Proxy Statement, *supra* note 16, at 11.

⁴⁰⁹ *Id.* at 12, 14.

⁴¹⁰ Friends Fiduciary Corp., *Friends Fiduciary Co-Files Civil Rights Equity Audit Proposal at Uber* (May 12, 2022), <https://friendsfiduciary.org/friends-fiduciary-co-files-civil-rights-equity-audit-proposal-at-uber/>.

released in August 2023.⁴¹¹ The Company reported stockholders' views on the assessment to the Board.⁴¹² [REDACTED]

G. Corporate Trauma Manifests with the 2025 DOJ Action

561. On September 11, 2025, the DOJ filed a second and even more pointed ADA enforcement action against Uber in this Court.⁴¹³ The 2021 DOJ Action had addressed a single discriminatory fee policy. The 2025 DOJ Action alleges that discrimination against riders with disabilities pervades Uber's platform, that Uber knows it, and that Uber has failed to prevent or remedy it.⁴¹⁴ The 2025 DOJ Action is the culmination of a decade of ignored warnings. It converted a series of discrete and more manageable legal matters into a single existential compliance failure. That failure now threatens the Company with nine-figure liability, structural injunctive relief, and even more reputational damage.

562. The complaint in the 2025 DOJ Action (the "2025 DOJ Complaint") catalogues Uber's scale and the dependence of riders with disabilities on its service. It alleges that "Uber is the largest provider of demand-responsive transportation in the United States," that "Uber has also partnered with approximately two dozen local governments to provide publicly funded paratransit services for passengers with disabilities," and that "many individuals with disabilities increasingly rely on Uber's services to meet their transportation needs—including to travel to work, medical appointments, religious services, and other important places."⁴¹⁵

563. The 2025 DOJ Complaint then sets out the core allegations:

⁴¹¹ Uber Techs., Inc., No-Action Request (Mar. 21, 2024), at 3–4, <https://www.sec.gov/files/achmeauber032124-14a8.pdf>.

⁴¹² Uber Techs., Inc., Additional Definitive Proxy Soliciting Materials (Schedule 14A) (Apr. 12, 2024), at 7, https://www.sec.gov/Archives/edgar/data/1543151/000155278124000232/e24180_uber-defa14a.htm (listing "Product fairness" and "Our new Civil Rights Assessment" among 2024 engagement topics); 2026 Proxy Statement, *supra* note 16, at 18.

⁴¹³ *U.S. v. Uber Techs., Inc.*, No. 3:25-cv-07731-SK (N.D. Cal.) (the "2025 DOJ Action").

⁴¹⁴ Compl., *U.S. v. Uber Techs., Inc.*, No. 3:25-cv-07731-SK (N.D. Cal. Sep. 11, 2025), ECF No. 1 (the "2025 DOJ Complaint").

⁴¹⁵ 2025 DOJ Complaint ¶¶2–3.

- (1) Uber and its drivers *routinely refuse to serve individuals with disabilities*, including individuals who travel with service animals or who use stowable wheelchairs.
- (2) Uber and its drivers also *impose impermissible surcharges* by charging cleaning fees related to service animals and cancellation fees to riders they have unlawfully denied service. And Uber's drivers insult and demean people with disabilities or ask them inappropriate questions.
- (3) Uber also *refuses to reasonably modify its policies, practices, or procedures where necessary to avoid discriminating against riders with disabilities*. Its drivers refuse reasonable requests such as letting passengers with mobility impairments sit in the front seat when necessary. And its customer service representatives refuse to modify generally applicable policies—such as removing Uber's cap on the number of credits that can be put in rider accounts—so that they can reimburse riders with disabilities for fees they have been improperly charged.
- (4) Uber has *the ability and obligation* to ensure that its drivers do not discriminate against riders with disabilities.
- (5) *Uber is aware of, but fails to prevent and remedy, disability-based discrimination* throughout its transportation services. Uber does not adequately train its drivers and customer service representatives about their ADA obligations; monitor its drivers to prevent discrimination; or provide meaningful relief to people it has discriminated against.⁴¹⁶

564. Critically for purposes of the Individual Defendants' culpability in this action, the 2025 DOJ Complaint explains that Uber was specifically notified of the DOJ's investigation before suit was filed. Specifically, the DOJ alleges that Uber's response was cosmetic: "After the Department notified Uber of its investigation into complaints of widespread disability-based discrimination, Uber instituted a voluntary self-identification feature that allows riders to disclose to a driver that they will be traveling with a service animal. Notwithstanding this measure, *Uber has continued to discriminate against riders who use service animals.*"⁴¹⁷

565. The 2025 DOJ Complaint further alleges that "Uber denies service to hundreds, and potentially even thousands, of individuals with disabilities who travel with service animals, who use wheelchairs or other mobility devices, or whose appearance or involuntary behavior because

⁴¹⁶ *Id.* ¶¶5–9 (emphasis added).

⁴¹⁷ *Id.* ¶10 (emphasis added).

of their disabilities may offend, annoy, or inconvenience drivers.” It alleges that “Uber receives thousands of complaints each year alleging disability-based discrimination by Uber.”⁴¹⁸

566. The 2025 DOJ Complaint describes the experiences of seventeen named individuals with disabilities, drawn from Nevada, California, Virginia, Texas, Iowa, Massachusetts, Washington, D.C., New York, Connecticut, New Jersey, and Georgia. Their accounts are consistent with one another and with the allegations that private plaintiffs had been making against Uber for a decade. Among them:

- a. A blind rider in San Francisco who “typically adds an additional 30 minutes to his expected travel time to account for the likelihood of being denied rides by Uber because of his guide dog,” and who “finds it upsetting that Uber refuses to tell him the results of its investigation when he files a complaint about a service animal denial.”⁴¹⁹
- b. A blind rider in San Jose who, in November 2023, was refused by three consecutive drivers, one of whom “told Ms. MacLeod to use Uber Pet,” and who, “[e]ven though Ms. MacLeod filed a complaint with Uber, all three drivers continued to drive for Uber.” In March 2025, the same rider was refused service while attending a conference of which Uber was a sponsor, and “was charged a \$5 cancellation fee” because the driver who refused her did not cancel the ride.⁴²⁰
- c. A blind rider in Texas whose driver “drove away while Ms. Tamez and her guide dog still were partially in the car, putting them both in physical danger,” who has been denied rides “when the temperature was over 110 degrees,” and who, after obtaining a new guide dog in April 2025, “has had at least 12 Uber drivers deny her a ride because of her service animal.”⁴²¹
- d. A Gulf War veteran with a service dog who was refused a ride to the Norfolk airport in May 2023, missed his flight, was forced to rent a car and drive sixteen hours home to Massachusetts, and “spent most of the following five days in bed and was unable to work.” After he complained, Uber “ultimately offered a \$15 credit on his account.”⁴²²
- e. A seven-year-old bilateral amputee in the Bronx whose family was refused service by an UberXL driver who “could not fit the wheelchair in his vehicle,” was charged a cancellation fee, and waited forty-five minutes in the cold and dark while “J.E.’s mother saw the UberXL driver who had refused to transport them earlier pick up a different group from the park and store that group’s large double wagon without issue.”⁴²³

⁴¹⁸ *Id.* ¶¶47–48.

⁴¹⁹ *Id.* ¶¶67, 73.

⁴²⁰ 2025 DOJ Complaint ¶¶105, 109, 111–18.

⁴²¹ *Id.* ¶¶124, 128, 131.

⁴²² *Id.* ¶¶149–58.

⁴²³ *Id.* ¶¶201–06.

- 1 f. A paraplegic medical physicist in Connecticut to whom “Uber’s drivers routinely
2 deny rides . . . because he uses a wheelchair, including at least as recently as August
3 2025.”⁴²⁴
- 4 g. A rider with cerebral palsy who was charged a \$150 cleaning fee after a ride with
5 his service dog, which “Uber refunded . . . only after Mr. Honick disputed the
6 fee.”⁴²⁵
- 7 h. A blind rider in New Jersey who was denied by four consecutive drivers over a
8 seventeen-minute period in May 2025, and who was later refused a fare adjustment
9 because Uber “had flagged his account for receiving too many credits, some of
10 which were related to ride denials due to Mr. Clark’s service dog.”⁴²⁶

11 567. The 2025 DOJ Complaint locates the source of this conduct in Uber’s institutional
12 failures rather than in individual drivers. It alleges that all of the discriminatory conduct described
13 “flows directly from and is exacerbated by Uber’s broader failures to prevent discrimination
14 against individuals with disabilities or provide meaningful relief to those it harms.”⁴²⁷ Uber had
15 “notice of the widespread disability-based discrimination in its transportation services, yet has
16 failed to prevent it.”⁴²⁸

17 568. According to the DOJ, Uber “does not adequately train its drivers or customer
18 service representatives about their ADA obligations” and “does not adequately monitor its drivers
19 to prevent disability-based discrimination.”⁴²⁹ Nor does Uber “independently review and verify”
20 that drivers have not charged riders disability-related fees or surcharges.⁴³⁰

21 569. When riders complain, Uber does not “adequately address and remedy” the
22 complaints “by, for example, removing drivers who discriminate from its platform” or effectively
23 penalizing or retraining them.⁴³¹ The result is that many riders with disabilities no longer bother
24

25 ⁴²⁴ *Id.* ¶216.

26 ⁴²⁵ 2025 DOJ Complaint ¶¶193–94.

27 ⁴²⁶ *Id.* ¶¶237–40.

28 ⁴²⁷ *Id.* ¶274.

⁴²⁸ *Id.* ¶275.

⁴²⁹ *Id.* ¶¶276–77.

⁴³⁰ 2025 DOJ Complaint ¶278.

⁴³¹ *Id.* ¶279.

1 to complain, “because they so rarely get a meaningful response and have not experienced an
2 improvement in service.”⁴³²

3 570. In announcing the 2025 DOJ Action, Assistant Attorney General Harmeet K.
4 Dhillon of the Civil Rights Division stated: “For too long, blind riders have suffered repeated ride
5 denials by Uber because they are traveling with a service dog. This lawsuit seeks to end this
6 persistent discrimination and allow riders with disabilities to use Uber. We will enforce the ADA’s
7 guarantee that people with disabilities have equal opportunity and full participation in all aspects
8 of American society, including transportation.” Craig H. Missakian, United States Attorney for
9 the Northern District of California, added: “Rideshare companies like Uber are prohibited from
10 denying riders with disabilities the same access to transportation that riders without disabilities
11 enjoy.”⁴³³ According to the DOJ, the lawsuit “seeks \$125 million for individuals who have been
12 subject to discrimination and previously submitted complaints to Uber or the Department.” It also
13 seeks injunctive relief, court-ordered policy modifications and ADA training, and a civil penalty
14 “to vindicate the public’s interest in eliminating disability discrimination.”⁴³⁴

15 571. The 2025 DOJ Action therefore concerns a failure of corporate oversight, not
16 merely a failure of individual drivers. Training, monitoring, verification of fees, and complaint
17 resolution are functions that Uber controls, that Uber’s senior leadership is responsible for
18 designing and funding, and that Uber’s Board is responsible for overseeing.

19 572. They are, moreover, the same functions whose inadequacy underlies the sexual
20 assault litigation described above. In both contexts, Uber has chosen to limit its supervision of
21 drivers in order to preserve their independent contractor status. In both contexts, that choice has
22 produced systemic harm to riders and systemic liability for the Company.

23
24
25 ⁴³² *Id.* ¶281.

26 ⁴³³ Press Release, U.S. Dep’t of Justice, *Justice Department Sues Uber for Denying Rides to*
27 *Passengers with Service Dogs, Wheelchairs* (Sep. 12, 2025),
28 [https://www.justice.gov/opa/pr/justice-department-sues-uber-denying-rides-passengers-service-](https://www.justice.gov/opa/pr/justice-department-sues-uber-denying-rides-passengers-service-dogs-wheelchairs)
[dogs-wheelchairs](https://www.justice.gov/opa/pr/justice-department-sues-uber-denying-rides-passengers-service-dogs-wheelchairs) (the “Sept. 2025 DOJ Release”).

⁴³⁴ *Id.*

H. The Court Rejects Uber’s Excuses

573. Uber moved to dismiss the 2025 DOJ Complaint on three grounds. First, Uber argued that it is not “primarily engaged in the business of transporting people” and therefore is not covered by Title III’s transportation provisions. Second, Uber argued that the United States had not adequately alleged a pattern or practice of discrimination. Third, Uber argued that the United States had not adequately pleaded its alternative “general public importance” theory, including because Uber could not be held vicariously liable for the conduct of its drivers. On March 5, 2026, Magistrate Judge Sallie Kim denied the motion in its entirety. Order on Motion to Dismiss, *U.S. v. Uber Techs., Inc.*, No. 3:25-cv-07731-SK (N.D. Cal. Mar. 5, 2026), ECF No. 27 (the “DOJ MTD Order”).⁴³⁵

574. On the threshold coverage question, the Court observed that Uber had argued “that it does not primarily engage in the business of transporting people because it is merely ‘a technology company that develops and operates smartphone apps that connect users with other users offering different services: food, delivery, freight shipping, and rides.’” The Court’s response was blunt: “All courts that have considered this issue have soundly rejected this argument.”⁴³⁶ The Court collected authority from the California Court of Appeal, the District of Columbia, and multiple decisions of the Northern District of California.⁴³⁷ One of those decisions held that “Uber’s claim that it is ‘not a transportation company’ strains credulity, given the company advertises itself as a ‘transportation system.’”⁴³⁸ The Court found that the cases Uber relied upon concerned “different statutes,” “different companies,” and “different services.” It concluded: “In other words, Uber cites to inapplicable authority.”⁴³⁹

575. On the pattern-or-practice question, the Court held that “[w]hether Uber does, in fact, discriminate, is a factual question, not appropriate to resolve on a motion to dismiss,” and that

⁴³⁵ Order on Motion to Dismiss, *United States v. Uber Techs., Inc.*, No. 25-cv-07731-SK (N.D. Cal. Mar. 5, 2026), ECF No. 27 (hereinafter “DOJ MTD Order”).

⁴³⁶ *Id.* at 3.

⁴³⁷ *Id.* at 3–4.

⁴³⁸ *Id.* at 4.

⁴³⁹ *Id.*

the allegations concerning seventeen individuals and “their problems with Uber’s treatment of that discrimination” sufficiently raised an inference of a pattern or practice.⁴⁴⁰ On the question of Uber’s responsibility for its drivers, the Court found that the United States “both alleges sufficient instances of Uber’s practices and participation in the discrimination and alleges sufficient facts that, if true, show that Uber maintains sufficient control over its drivers to support holding Uber vicariously liable for the drivers’ conduct.”⁴⁴¹

576. The DOJ MTD Order thus foreclosed, at least at the pleading stage, every defense on which Uber’s ADA strategy had relied for a decade. Uber is a transportation company. The allegations describe a pattern or practice, not isolated incidents. And Uber cannot hide behind the independent contractor status of its drivers. The case is now in discovery. Following the initial case management conference on March 23, 2026, the Court set a schedule. Fact discovery closes on March 9, 2027, and jury selection and trial are set to begin on February 15, 2028. The Court also referred the matter to Magistrate Judge Laurel Beeler for a settlement conference to be held by September 30, 2026.⁴⁴²

I. Realized and Forthcoming Harm to Uber

577. The 2025 DOJ Action has already inflicted substantial and quantifiable harm on the Company, and that harm is compounding.

578. At the outset, the Company has incurred and continues to incur significant legal fees and expenses. Uber has defended the 2025 DOJ Action, briefed and lost a motion to dismiss, and is now engaged in fact discovery in a pattern-or-practice case. That discovery will require the collection, review, and production of years of internal complaint data, driver deactivation records, training materials, and communications concerning ADA compliance across the entire United States. The defense costs of a case of this scope through a February 2028 jury trial will run to

⁴⁴⁰ DOJ MTD Order at 6.

⁴⁴¹ *Id.* at 6–7.

⁴⁴² Minute Entry, *U.S. v. Uber Techs., Inc.*, No. 3:25-cv-07731-SK (N.D. Cal. Mar. 23, 2026), ECF No. 31.

many millions of dollars. Those costs are borne by Uber, not by the Individual Defendants whose failures of oversight made the litigation necessary.

579. In addition, the Company has suffered reputational harm that is both immediate and difficult to reverse. The filing of the 2025 DOJ Action was national news, reported by CNBC, CBS News, TechCrunch, and other national outlets. The headlines described Uber as denying rides to blind riders and children in wheelchairs.⁴⁴³ The allegations in the 2025 DOJ Complaint are vivid, specific, and attributed to the United States government rather than to private plaintiffs whom Uber might attempt to dismiss as litigious. Uber’s own Annual Report on Form 10-K for fiscal year 2025 acknowledges that the Company is party to “Americans with Disabilities Act, (‘ADA’) claims,” among other litigation.⁴⁴⁴ It further acknowledges that “[a]ny claims against us, whether meritorious or not, could be time consuming, costly, and harmful to our reputation, and could require significant amounts of management time and corporate resources.”⁴⁴⁵ That is a description of harm the Company has already sustained.

580. The harm that the Company faces going forward may dwarf what has already been incurred. The United States is seeking, and the DOJ MTD Order permits it to pursue, at least the following forms of relief.

581. **Compensatory damages.** The DOJ has stated publicly that the 2025 DOJ Action “seeks \$125 million for individuals who have been subject to discrimination and previously submitted complaints to Uber or the Department.”⁴⁴⁶ The 2025 DOJ Complaint seeks “monetary damages, including compensatory damages for emotional distress, pain and suffering, and other injuries, to persons aggrieved by Uber’s actions or failures to act.” It expressly extends its allegations beyond the seventeen named individuals to “all other similarly situated individuals

⁴⁴³ Lora Kolodny, *Uber sued by DOJ for alleged discrimination against disabled riders*, CNBC (Sep. 11, 2025), <https://www.cnbc.com/2025/09/11/uber-doj-lawsuit-disabilities-discrimination.html>; Kerry Breen, *Uber denies rides to passengers with disabilities, Justice Department claims in lawsuit*, CBS NEWS (Sep. 13, 2025), <https://www.cbsnews.com/news/uber-passengers-with-disabilities-justice-department-ada-lawsuit/>.

⁴⁴⁴ 2025 10-K, at 38–39.

⁴⁴⁵ *Id.* at 39.

⁴⁴⁶ Sep. 2025 DOJ Release.

1 against whom Uber has discriminated based on disability.” Those individuals “are aggrieved
 2 persons within the meaning of 42 U.S.C. § 12188(b)(2)(B) and 28 C.F.R. § 36.503” and “have or
 3 may have suffered injuries” as a result of Uber’s conduct.⁴⁴⁷ The complaint alleges that Uber
 4 “receives thousands of complaints each year alleging disability-based discrimination.” The
 5 universe of aggrieved persons is therefore potentially vast, and the \$125 million figure is a floor,
 6 not a ceiling.

7 582. **Civil penalties.** The 2025 DOJ Complaint asks the Court to “[a]ssess a civil penalty
 8 against Uber pursuant to 42 U.S.C. § 12188(b)(2)(C), to vindicate the public interest.”⁴⁴⁸ Title III
 9 authorizes civil penalties of up to \$50,000 for a first violation and up to \$100,000 for any
 10 subsequent violation. 42 U.S.C. § 12188(b)(2)(C). Those amounts are adjusted upward for
 11 inflation under 28 C.F.R. § 85.5. Uber has already been the subject of a prior ADA enforcement
 12 action and settlement. The 2025 DOJ Action is, for penalty purposes, a subsequent violation, and
 13 the penalty exposure is correspondingly higher.

14 583. **Structural injunctive relief.** The 2025 DOJ Complaint seeks an order enjoining
 15 Uber “from discriminating against individuals with disabilities.” It seeks an order requiring Uber
 16 “to modify its policies, practices, and procedures to comply with Title III of the ADA.” And it
 17 seeks an order requiring Uber “to provide ADA training to its officers, agents, employees, drivers,
 18 and all others in concert or in participation with it to a proficient level to meet ADA
 19 requirements.”⁴⁴⁹ Relief of this kind, if granted, would require Uber to do what it has spent a
 20 decade refusing to do. It would have to exercise meaningful, documented, and enforceable control
 21 over how its drivers treat riders with disabilities. The costs of designing, implementing, and
 22 maintaining such a program across Uber’s U.S. driver base would be substantial and ongoing. So
 23 would the costs of the court supervision and monitoring that would accompany it.

24 584. More fundamentally, court-ordered driver training and monitoring requirements
 25 would supply powerful evidence that Uber controls its drivers in exactly the way it has denied.
 26

27 ⁴⁴⁷ 2025 DOJ Complaint ¶46, § VII.E.

28 ⁴⁴⁸ *Id.*, § VII.F.

⁴⁴⁹ *Id.*, § VII. B.–D.

1 That evidence would be available in the thousands of pending misclassification and passenger
 2 safety cases. The 2025 DOJ Action thus threatens not only ADA liability but the legal foundation
 3 of Uber's independent contractor model.

4 585. Each of these harms, realized and prospective, flows from the same source. As
 5 with sexual assault and sexual misconduct reports and deceptive practices concerning Uber One,
 6 the Board and senior management failed to respond to a decade of red flags with anything more
 7 than litigation defense and cosmetic product features. The Individual Defendants had the
 8 information, the authority, and the obligation to act. They did not. The 2025 DOJ Action, and the
 9 damage it has caused and will cause to Uber, is the direct and foreseeable consequence of that
 10 failure.

11 **J. Uber's Recidivist Consumer Deception Culminates in the FTC Action**

12 586. Uber's deception of Uber One subscribers is not an aberration. Instead, as set forth
 13 herein, it is the latest chapter in a decade of consumer protection enforcement against the
 14 Company. The FTC has twice placed Uber under consent orders for deceptive practices. All fifty
 15 states extracted a nine-figure settlement for Uber's concealment of a data breach. An Australian
 16 court penalized Uber for a misleading cancellation warning that employees knew was false. Each
 17 was a red flag that the Board and senior management failed to take any tangible action to remediate.
 18 The result was the FTC's April 21, 2025 enforcement action, since joined by twenty-one states
 19 and the District of Columbia. That action has survived a motion to dismiss and exposes the
 20 Company to billions in civil penalties, restitution to tens of millions of subscribers, and a consent
 21 decree governing a program central to Uber's strategy. The Individual Defendants' bad-faith
 22 oversight is a root cause of this harm to the Company.

23 **K. The Consumer Protection Laws Governing Uber One**

24 587. The legal framework governing Uber One is neither new nor obscure. Section 5(a)
 25 of the FTC Act prohibits "unfair or deceptive acts or practices in or affecting commerce."⁴⁵⁰ The
 26 Restore Online Shoppers' Confidence Act ("ROSCA"), enacted in 2010, governs any online sale
 27

28 ⁴⁵⁰ 15 U.S.C. § 45(a).

made through a “negative option feature.”⁴⁵¹ A negative option is an arrangement in which the seller treats a consumer’s silence, or failure to cancel, as consent to be charged.⁴⁵² ROSCA prohibits charging a consumer through a negative option unless the seller does three things: (1) clearly and conspicuously disclose all material terms before obtaining the consumer’s billing information; (2) obtain the consumer’s express informed consent before charging; and (3) provide a simple mechanism to stop recurring charges.⁴⁵³ A violation of ROSCA is treated as a violation of an FTC rule. The violator is therefore exposed to civil penalties for each violation committed with actual or constructive knowledge.⁴⁵⁴

588. Every one of the twenty-two jurisdictions that later joined the FTC Action has a consumer protection statute prohibiting deceptive and unfair practices. Many authorize civil penalties per violation, restitution, and disgorgement. Uber’s Business Conduct Guide acknowledges these obligations. It commits the Company to “[t]ell the truth about our products and services,” to “act in accordance with the laws and company policies that strictly prohibit deceptive or unfair advertising and practices,” and to “[n]ever omit key facts or conditions when promoting Uber.”⁴⁵⁵ Thus, the conduct alleged by the FTC and the states is not only a violation of positive law, but also a direct violation of each of those commitments that the Company’s senior leadership has publicly touted.

L. The First FTC Consent Order: Deceptive Driver Recruitment

589. Uber’s first encounter with federal consumer protection enforcement came on January 19, 2017, when the FTC announced that Uber had agreed to pay \$20 million to resolve charges of deceptive driver recruitment. The FTC alleged that Uber had used exaggerated earnings claims and misleading representations about its “Vehicle Solutions” financing program.⁴⁵⁶ The

⁴⁵¹ 15 U.S.C. § 8403.

⁴⁵² 16 C.F.R. § 310.2(w).

⁴⁵³ 15 U.S.C. § 8403.

⁴⁵⁴ 15 U.S.C. §§ 8404, 45(m)(1)(A).

⁴⁵⁵ Uber Business Conduct Guide, *supra* note 364, at 25.

⁴⁵⁶ Press Release, Fed. Trade Comm’n, *Uber Agrees to Pay \$20 Million to Settle FTC Charges That It Recruited Prospective Drivers with Exaggerated Earnings Claims* (Jan. 19, 2017),

1 FTC alleged that Uber’s website claimed that “uberX” drivers’ annual median income was more
 2 than \$90,000 in New York and more than \$74,000 in San Francisco. The actual median figures
 3 were far different, just \$61,000 and \$53,000, respectively. The FTC further alleged that fewer
 4 than 10% of drivers in several major cities, including Boston, Minneapolis, and Philadelphia,
 5 earned the hourly rates Uber had publicly advertised.⁴⁵⁷ As to vehicle financing, the FTC alleged
 6 that Uber promised the “best financing options available” and payments “as low as \$17 per day,”
 7 when in fact drivers “received worse rates on average than consumers with similar credit scores
 8 typically would obtain.”⁴⁵⁸

9 590. The Director of the FTC’s Bureau of Consumer Protection summarized the case in
 10 terms that Uber’s fiduciaries could not have missed: “Many consumers sign up to drive for Uber,
 11 but they shouldn’t be taken for a ride about their earnings potential or the cost of financing a car
 12 through Uber.”⁴⁵⁹ Uber entered a stipulated order that enjoined it from misrepresenting driver
 13 income or financing terms and imposed compliance reporting and recordkeeping obligations.⁴⁶⁰
 14 That order remains in effect. The FTC would later invoke it as the first of two prior consent orders
 15 establishing Uber’s institutional familiarity with federal consumer protection requirements.

16 **M. The Second FTC Consent Order: Deceptive Privacy Promises and a**
 17 **Concealed Consumer Data Breach**

18 591. Seven months later, on August 15, 2017, the FTC announced a second settlement
 19 with Uber. This action resolved allegations that Uber had deceived consumers by failing to honor
 20 its obligations concerning consumer privacy and data security. The FTC alleged that Uber had
 21 publicly promised to closely monitor employee access to rider and driver data but had failed to do
 22

23
 24 <https://www.ftc.gov/news-events/news/press-releases/2017/01/uber-agrees-pay-20-million-settle-ftc-charges-it-recruited-prospective-drivers-exaggerated-earnings> (the “Jan. 2017 FTC Release”).

25 ⁴⁵⁷ *Id.*; Erik Sherman, *FTC Says Uber Misled Drivers, Company To Pay \$20M Settlement*,
 26 *Forbes* (Jan. 19, 2017), <https://www.forbes.com/sites/eriksherman/2017/01/19/ftc-says-uber-misled-drivers-company-to-pay-20m-settlement/>.

27 ⁴⁵⁸ Jan. 2017 FTC Release.

28 ⁴⁵⁹ *Id.*

⁴⁶⁰ Stipulated Order, *FTC v. Uber Techs., Inc.*, 3:17-cv-00261-JST (N.D. Cal. Feb. 2, 2017), ECF No. 15.

so. It further alleged that Uber had failed to provide reasonable security for personal information stored in the cloud, which permitted a 2014 breach affecting more than 100,000 drivers.⁴⁶¹

592. What happened next exemplifies the attitude and approach of Uber's directors and officers to corporate compliance and relationships with regulators. While the proposed 2017 settlement was under review, the FTC learned that Uber had concealed a second, far larger data breach. That breach occurred in 2016, in the middle of the FTC's investigation, and affected approximately 57 million riders and drivers worldwide. The FTC withdrew the original settlement and, in April 2018, issued an expanded and tougher consent order. As the FTC explained, "[d]ue to Uber's misconduct related to the 2016 breach, Uber will be subject to additional requirements," including potential civil penalties for any future failure to notify the FTC of unauthorized access to consumer data.⁴⁶²

593. The final order, approved in October 2018, prohibits Uber from misrepresenting how it protects consumer data. It further requires Uber to maintain a comprehensive privacy program and to obtain independent third-party assessments every two years for twenty years, each of which must be submitted to the FTC.⁴⁶³ The order also requires Uber to deliver a copy of the order to, and obtain signed acknowledgments from, its officers, directors, and managers.⁴⁶⁴ Every director is therefore required to acknowledge in writing that Uber is bound by an FTC order prohibiting deception of consumers.

594. The concealed 2016 data breach also produced a nationwide state enforcement action. In September 2018, Uber agreed to pay \$148 million to the attorneys general of all fifty

⁴⁶¹ Press Release, Fed. Trade Comm'n, *Uber Settles FTC Allegations that It Made Deceptive Privacy and Data Security Claims* (Aug. 15, 2017), <https://www.ftc.gov/news-events/news/press-releases/2017/08/uber-settles-ftc-allegations-it-made-deceptive-privacy-data-security-claims>.

⁴⁶² Press Release, Fed. Trade Comm'n, *Uber Agrees to Expanded Settlement with FTC Related to Privacy, Security Claims* (Apr. 12, 2018), <https://www.ftc.gov/news-events/news/press-releases/2018/04/uber-agrees-expanded-settlement-ftc-related-privacy-security-claims>.

⁴⁶³ Press Release, Fed. Trade Comm'n, *Federal Trade Commission Gives Final Approval to Settlement with Uber* (Oct. 2018), <https://www.ftc.gov/news-events/news/press-releases/2018/10/federal-trade-commission-gives-final-approval-settlement-uber>.

⁴⁶⁴ Analysis of Proposed Consent Order to Aid Public Comment, *In the Matter of Uber Techs., Inc.*, FTC Matter No. 152-3054 (Aug. 15, 2017), https://www.ftc.gov/system/files/documents/cases/1523054_uber_technologies_revised_analysis.pdf.

states and the District of Columbia. That payment resolved their investigations into Uber’s failure to disclose the breach.⁴⁶⁵

595. Uber’s Annual Reports on Form 10-K, which are signed by the members of the Board, confirm the import of these violations and the risks of future harm that would come from continued recidivism. For example, the Annual Report for fiscal year 2025 states: “In April 2018, we entered into an FTC consent decree pursuant to which we agreed, among other things, to implement a comprehensive privacy program, undergo biennial third-party assessments, and not misrepresent how we protect consumer information through 2038. In October 2018, the FTC approved the final settlement, which exposes us to penalties for, amongst other activities, future failure to report security incidents.”⁴⁶⁶

596. Therefore, by 2018, Uber was a two-time FTC recidivist operating under consent orders that will bind it for two decades. No Uber director or officer could plausibly claim ignorance that the FTC was watching the Company’s treatment of consumers.

N. An Australian Court Finds That Uber Knowingly Maintained a Misleading Cancellation Warning

597. The next warning came from abroad and concerned the precise practice at the heart of the Uber One case: misleading consumers about cancellation. On April 26, 2022, the Australian Competition and Consumer Commission (“ACCC”) instituted proceedings against Uber in the Federal Court of Australia. Uber admitted that it had engaged in misleading or deceptive conduct in two respects.⁴⁶⁷ First, from at least December 2017 to September 2021, the Uber app warned consumers who tried to cancel a ride: “You may be charged a small fee since your driver is already on their way.” Uber displayed that warning even when consumers were cancelling within Uber’s five-minute free cancellation window. This reached more than two million consumers. Second,

⁴⁶⁵ Press Release, Utah Att’y Gen., *Uber Agrees to Pay \$148 Million in Multi-State Settlement* (Sep. 26, 2018), <https://attorneygeneral.utah.gov/uber-settlement/>.

⁴⁶⁶ 2025 10-K, at 37.

⁴⁶⁷ Press Release, Austl. Competition & Consumer Comm’n, *Uber to Pay \$21m for Misleading Representations About Uber Taxi Fares and Cancellation Fees* (Dec. 7, 2022), <https://www.accc.gov.au/media-release/uber-to-pay-21m-for-misleading-representations-about-uber-taxi-fares-and-cancellation-fees> (the “ACCC Release”).

Uber's fare estimates for its Sydney-only Uber Taxi option were inflated, exceeding the actual fare roughly 89% of the time.⁴⁶⁸

598. On December 7, 2022, the Federal Court ordered Uber to pay a penalty of A\$21 million. It also ordered Uber to implement a compliance program, to refrain from similar cancellation representations for three years, and to publish a corrective notice.⁴⁶⁹ The court's reasoning for the penalty presented a clear red flag for Uber's directors and officers. According to contemporaneous analysis of the judgment, Uber knew internally by 2019 that the cancellation warning was inaccurate, yet Uber did not change it, in part because doing so might lead to more cancellations. That knowledge was a significant factor in the court's penalty.⁴⁷⁰

599. The Australian judgment was public, was reported worldwide, and was entered less than thirteen months after Uber One launched. Thus, the Individual Defendants had every reason to ask whether the Company's new subscription product suffered from the same defect and to cure any deceptive practices.

O. Uber One Launches and the Complaints Begin

600. On November 17, 2021, Uber announced Uber One, including through the issuance of a press release that the Company posted to its investor relations website. Uber's public disclosures priced the program at \$9.99 per month or \$99.99 per year, with a half-price annual launch promotion. It promised "[m]ember pricing guaranteed with 5% off all eligible rides," unlimited \$0 delivery fees on qualifying orders, priority service, elevated member support, and exclusive perks.⁴⁷¹ Uber One renews automatically and charges subscribers on a recurring basis

⁴⁶⁸ *Id.*

⁴⁶⁹ *Id.*

⁴⁷⁰ Anthony J. Cordato, *Uber Misled Riders to Maximise Profits, Must Pay a Fine of \$21 Million*, Lexology (Dec. 13, 2022), <https://www.lexology.com/library/detail.aspx?g=dc09072d-9fb2-44e7-9dc6-909ecd8cf4bc>.

⁴⁷¹ Press Release, Uber Techs., Inc., *Uber Introduces Uber One: A New Membership Program Bringing Together the Best of Uber* (Nov. 17, 2021), <https://investor.uber.com/news-events/news/press-release-details/2021/Uber-Introduces-Uber-One-A-New-Membership-Program-Bringing-Together-the-Best-of-Uber/default.aspx>.

1 unless they cancel. It is, in the words of the court that would later sustain the FTC’s claims, a
 2 “textbook example” of a negative option feature subject to ROSCA.⁴⁷²

3 601. The program grew rapidly. As of September 2024, according to the FTC, Uber had
 4 enrolled more than 28.7 million consumers in Uber One. Those subscriptions accounted for about
 5 \$935 million of Uber’s gross revenues over a two-year period.⁴⁷³ The complaints grew with it.
 6 Consumer advocacy columns and press reports documented a sustained pattern of Uber One billing
 7 problems in the years before the FTC sued. A February 2024 consumer advocacy column was
 8 titled “I Never Ordered Uber One. Please Help Me Get My Money Back!”⁴⁷⁴ A December 2024
 9 travel column was syndicated through several other news outlets, such as the Mercury News and
 10 the Boston Globe, and described a reader whose attempt to cancel Uber One produced a \$99 annual
 11 overcharge.⁴⁷⁵ The FTC would later allege that Uber persisted in its practices despite “a public
 12 outpouring of complaints about unauthorized charges and difficulty cancelling,” and that the
 13 cancellation process “has spawned online tutorials attempting to explain how consumers can
 14 cancel Uber One, which have been viewed tens of thousands of times.”⁴⁷⁶

15 602. The complaints were not confined to the public. The FTC alleges that Uber’s own
 16 employees and internal documents flagged the problem. In August 2023, an Uber employee wrote
 17 of the in-app cancellation screen: “My concern about this is regarding the message shown in the
 18 screen that says ‘contact support to cancel’ and we might not be able to do so if the payment is
 19 pending.”⁴⁷⁷ A November 2023 internal document acknowledged that Uber’s policy of blocking
 20

21 ⁴⁷² Order on Motion to Dismiss at 11, *FTC v. Uber Techs., Inc.*, No. 4:25-cv-03477-JST (N.D.
 22 Cal. Apr. 10, 2026), ECF No. 178 (the “FTC MTD Order”), (quoting *United States v. Adobe, Inc.*,
 791 F. Supp. 3d 966, 982–83 (N.D. Cal. 2025)).

23 ⁴⁷³ Second Am. Compl. ¶18, *FTC v. Uber Techs., Inc.*, No. 4:25-cv-03477-JST (N.D. Cal.
 May 1, 2026), ECF No. 196 (the “FTC Complaint”).

24 ⁴⁷⁴ Christopher Elliot, *I Never Ordered Uber One. Please Help Me Get My Money Back!*,
 25 Elliott Report (Feb. 23, 2024), <https://www.elliott.org/problem-solved/i-never-ordered-uber-one-please-help-me-get-my-money-back/>.

26 ⁴⁷⁵ Christopher Elliot, *Travel Troubleshooter: Cancelling an Uber One Membership Leads to*
 27 *a \$99 Overcharge*, Mercury News (Dec. 16, 2024),
<https://www.mercurynews.com/2024/12/16/travel-troubleshooter-cancelling-an-uber-one-membership-leads-to-a-99-overcharge/>.

28 ⁴⁷⁶ FTC Complaint ¶¶79, 92.

⁴⁷⁷ *Id.* ¶63.

in-app cancellation within 48 hours of the billing date “[r]esults in customer frustration due to lack of transparency and high contact rate,” and that “Users are confused and reach out to Support.”⁴⁷⁸

603. According to the FTC, Uber’s internal testing in January 2023 examined the actual lifetime savings of users who tried to cancel, and “[m]any consumers do not actually save \$25 a month by using Uber One.”⁴⁷⁹ Uber’s research showed that 85% of consumers who wanted to cancel Uber One would not keep it even at a price of one dollar.⁴⁸⁰ Uber insiders knew that a large share of its subscribers did not want the product and could not easily escape it.

P. The FTC’s Enforcement Wave and the September 2024 Letter to Uber

604. Uber also had ample external notice that the FTC was targeting exactly the practices Uber One employed. Beginning in 2023, the FTC brought a series of high-profile actions under the FTC Act and ROSCA. The targets were companies alleged to have enrolled consumers in subscriptions without consent or made cancellation unreasonably difficult. The FTC sued Amazon in June 2023 over its Prime enrollment and cancellation flows. The DOJ sued Adobe on the FTC’s behalf in June 2024. The FTC Complaint alleges that Uber “began or continued charging for its subscription programs after the FTC brought more than a dozen actions against other companies under the FTC Act and ROSCA, including for failing to have simple cancellation mechanisms and charging consumers without authorization.”⁴⁸¹ The Amazon case ended in September 2025 with a \$2.5 billion settlement, announced two days into trial, which the FTC described as historic.⁴⁸²

605. Then the FTC came to Uber directly. The FTC Complaint alleges that Uber received “a letter from the FTC in September 2024 probing about Uber’s subscription programs, including enrollment and cancellation mechanisms and compliance with ROSCA.”⁴⁸³ That letter was an explicit notice from the Company’s primary consumer protection regulator that Uber One

⁴⁷⁸ *Id.* ¶76.

⁴⁷⁹ *Id.* ¶22.

⁴⁸⁰ *Id.* ¶¶4, 89.

⁴⁸¹ FTC Complaint ¶91.

⁴⁸² Press Release, Fed. Trade Comm’n, *FTC Secures Historic \$2.5 Billion Settlement Against Amazon* (Sep. 25, 2025), <https://www.ftc.gov/news-events/news/press-releases/2025/09/ftc-secures-historic-25-billion-settlement-against-amazon>.

⁴⁸³ FTC Complaint ¶92.

was under investigation for the same conduct that had produced billion-dollar exposure at Amazon. The FTC further alleges that Uber “did not provide any contact information for ‘support’ or give any guidance on where to navigate within the app to find ‘support’ for the vast majority of the relevant time period, and only offered the information after receiving notice of the FTC’s investigation.”⁴⁸⁴

606. In other words, Uber’s response to the September 2024 letter was a cosmetic fix to one screen of the cancellation flow. It did not stop charging consumers before their billing date. It did not stop removing the cancellation button in the final 48 hours. It did not stop enrolling consumers without consent.

Q. The Board and Management Failed to Take Any Tangible Action to Remediate in Response to Red Flags

607. Each event described above was known to Uber. The two FTC consent orders bind the Company, and the 2018 order requires written acknowledgment by its directors. The \$148 million state settlement and the Australian penalty were disclosed and reported worldwide. The September 2024 FTC letter was addressed to the Company. The consumer complaints, the online cancellation tutorials, and the internal employee warnings were all in Uber’s possession and available to the Company’s fiduciaries. [REDACTED]

608. [REDACTED]

[REDACTED]⁴⁸⁵ [REDACTED]
[REDACTED]
[REDACTED]⁴⁸⁶ [REDACTED]
[REDACTED]

⁴⁸⁴ *Id.* ¶63.

⁴⁸⁵ 220 Demand at 7.

⁴⁸⁶ *Id.* at 8.

1 [REDACTED] 487 [REDACTED]

2 [REDACTED]

3 [REDACTED] 488

4 609. [REDACTED]

5 [REDACTED]

6 [REDACTED]

7 [REDACTED]

8 [REDACTED]

9 [REDACTED]

10 [REDACTED]

11 [REDACTED]

12 [REDACTED]

13 [REDACTED]

14 [REDACTED]

15 [REDACTED]

16 [REDACTED]

17 610. This silence is inexplicable given what the Board was simultaneously telling Uber
18 stockholders. As detailed herein, the Proxy Statements represent that the Audit Committee reviews
19 “any ongoing examinations by regulatory authorities and the Company’s response,” and that
20 management “escalates material matters to the Board.” A federal investigation of a program with
21 28.7 million subscribers and nearly \$1 billion in two-year revenue is a material matter. The Board
22 either was not told, or was told and did not engage. Under either scenario, the Board’s oversight
23 of consumer protection compliance was absent.

24 611. The utter void of documented attention from the Individual Defendants is
25 inconsistent with the stated duties of the Board’s Audit Committee. The Audit Committee Charter
26 requires the Committee to “ensure the Company’s compliance with legal and regulatory

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28 ⁴⁸⁷ *Id.* at 8 n.24.

⁴⁸⁸ *Id.* at 8.

requirements,” to “[o]versee the Company’s (i) compliance with applicable laws and regulations, (ii) compliance framework and (iii) compliance program,” to “[r]eview ongoing investigations, findings of any examinations by regulatory authorities, and the Company’s responses to such investigations, findings and examinations,” and to “[r]eview and discuss quarterly updates from the Company’s management and legal counsel regarding compliance matters.”⁴⁸⁹ The FTC Act and ROSCA are applicable laws. The September 2024 FTC letter was an examination by a regulatory authority. The Uber One enrollment and cancellation practices were a compliance matter on which quarterly updates were required.

612. The Board’s obligations with respect to FTC compliance are not merely a matter of charter language. The 2018 FTC consent order required Uber to deliver the order to its directors and to obtain their signed acknowledgments. The order thus places every director on personal notice of three facts. Uber operates under an FTC order prohibiting consumer deception. The FTC expanded that order after Uber concealed a breach. And the order exposes the Company to penalties through 2038. A director who has signed such an acknowledgment cannot credibly claim that FTC compliance was beneath the Board’s attention.

613. The Business Conduct Guide, which the Corporate Governance Guidelines require directors to be “familiar with, and adhere to,” contains a section titled “Tell the truth about our products and services.” It states: “The marketplace expects transparency and trustworthiness from Uber. We create marketing, advertising, and sales materials that accurately represent our company and our products. We act in accordance with the laws and company policies that strictly prohibit deceptive or unfair advertising and practices.”⁴⁹⁰ It instructs employees to “[b]e straightforward in how we present ourselves and our platform” and to “[n]ever omit key facts or conditions when promoting Uber.”⁴⁹¹ The 2025 and 2026 Proxy Statements each represent that “the Audit Committee is informed of and oversees the investigation and follow-up (including disciplinary action) of any instances of material non-compliance, including violations of Uber’s Business

⁴⁸⁹ Audit Committee Charter §§ I, III.E.

⁴⁹⁰ Uber Business Conduct Guide, *supra* note 364, at 25.

⁴⁹¹ *Id.*

Conduct Guide.”⁴⁹² The conduct alleged in the FTC Action, which a federal court has found plausibly “actively deceptive,” is a violation of the Business Conduct Guide that the Audit Committee represented it would oversee.

614. Thus, the Individual Defendants not only failed to adhere to their duties to oversee such a key compliance function and to remediate longstanding misconduct, they made false assurances to Uber stockholders that they were providing that necessary oversight.

R. The Corporate Trauma Crystallizes: The FTC Action

615. On April 21, 2025, the FTC filed suit against Uber Technologies, Inc. and Uber USA, LLC in the Northern District of California. *FTC v. Uber Techs., Inc.*, No. 4:25-cv-03477-JST (N.D. Cal.) (the “FTC Action”).⁴⁹³ The FTC alleged violations of Section 5(a) of the FTC Act and Section 4 of ROSCA. In announcing the suit, the Chairman of the FTC stated: “Americans are tired of getting signed up for unwanted subscriptions that seem impossible to cancel. The Trump-Vance FTC is fighting back on behalf of the American people. Today, we’re alleging that Uber not only deceived consumers about their subscriptions, but also made it unreasonably difficult for customers to cancel.”⁴⁹⁴

616. The FTC Action is the crystallization of the corporate trauma, effectively converting a decade of discrete enforcement episodes into a single, sustained attack on the integrity of the product that management has made the centerpiece of Uber’s platform strategy. On December 15, 2025, the FTC filed a First Amended Complaint. It was joined by the Attorneys General of eighteen states and the District of Columbia, and by the People of California, Illinois, and Michigan.⁴⁹⁵ The amended pleading added claims under twenty-two jurisdictions’ consumer protection statutes and demands for civil penalties under ROSCA and state law.

⁴⁹² 2025 Proxy Statement, *supra* note 24; 2026 Proxy Statement, *supra* note 16.

⁴⁹³ Compl., *FTC v. Uber Techs., Inc.*, No. 4:25-cv-03477-JST (N.D. Cal. Apr. 21, 2025), ECF No. 1.

⁴⁹⁴ Press Release, Fed. Trade Comm’n, *FTC Takes Action Against Uber for Deceptive Billing and Cancellation Practices* (Apr. 21, 2025), <https://www.ftc.gov/news-events/news/press-releases/2025/04/ftc-takes-action-against-uber-deceptive-billing-cancellation-practices> (the “Apr. 2025 FTC Release”).

⁴⁹⁵ First Am. Compl., *FTC v. Uber Techs., Inc.*, No. 4:25-cv-03477-JST (N.D. Cal. Dec. 15, 2025), ECF No. 46; Press Release, Fed. Trade Comm’n, *FTC and States File Amended Complaint*

617. On May 1, 2026, following the court’s April 2026 ruling, the FTC and the co-plaintiffs filed the operative Second Amended Complaint in that action (the “FTC Complaint”).⁴⁹⁶ The FTC Complaint alleges that Uber’s core marketing claims are false. Uber tells consumers during enrollment that they will “[s]ave \$25 every month” and can “cancel anytime” with no additional fees. Its customer service talking points instruct representatives to tell consumers, “You can cancel your membership in the app at any time.”⁴⁹⁷ According to the FTC, “these claims are false.” Many consumers do not save \$25 a month, and the savings figure “assumes that the subscription is free; the purported savings does not subtract any costs.”⁴⁹⁸ Consumers cannot in fact cancel anytime without paying additional fees.⁴⁹⁹

618. The FTC Complaint further alleges that the deception was deliberate. Uber tells consumers they will be charged on a specific billing date. In fact, according to the FTC, “Uber actually bills consumers before the stated billing date, during the free trial period.”⁵⁰⁰ In 2022, Uber instituted a policy of terminating benefits immediately when a consumer cancels during a free trial. Uber’s internal documents state that the purpose was to “minimize the number of early quitters” and “reduce such likelihoods of users going through with early cancellations in the trial period.” As the FTC explains, “[c]onsumers are therefore incentivized to wait until the last day of their trial before initiating cancellation, by which point Uber has already billed them.”⁵⁰¹ And for consumers who reach the final screen of the in-app cancellation flow within 48 hours of billing, the FTC alleges: “In fact, Uber always charged consumers before the supposed billing date and

Against Uber for Deceptive Billing and Cancellation Practices (Dec. 15, 2025), <https://www.ftc.gov/news-events/news/press-releases/2025/12/ftc-states-file-amended-complaint-against-uber-deceptive-billing-cancellation-practices>.

⁴⁹⁶ FTC Complaint.

⁴⁹⁷ *Id.* ¶¶19–21.

⁴⁹⁸ *Id.* ¶22.

⁴⁹⁹ *Id.* ¶24.

⁵⁰⁰ *Id.* ¶41.

⁵⁰¹ *Id.* ¶42.

never processed cancellations concluded via the in-app cancellation flow in the final 48-hour window, and consumers have had to pay in perpetuity.”⁵⁰²

619. The FTC Complaint describes the experience of consumers caught in this system. One consumer wrote: “Uber is making it impossible to cancel your Uber One subscription without contacting support outside an app, but there’s no mechanism to find out how to contact support. When I go to cancel my membership, it consistently says I am within 48 hours of renewal and will not let me cancel even for the following month. They’re making it deliberately hard to cancel.”⁵⁰³ Another consumer, who identified himself as a technology worker, wrote: “There’s no button to end the subscription! There’s no phone number to contact Uber directly! There’s no email service! . . . This is clearly a means to deceive customers or intentionally make it difficult to stop monthly payments.”⁵⁰⁴ A third described cancelling his bank card to stop the charges, only to have Uber charge his wife’s card, which she had used once for a purchase.⁵⁰⁵

620. Finally, the FTC Complaint pleads the facts establishing that Uber acted with the knowledge required for civil penalties. It alleges that Uber persisted in its practices despite the public outpouring of complaints, the online tutorials, “internal testing reflecting significant customer confusion,” “employee discussions of the problems with Uber’s disclosures,” and the September 2024 FTC letter.⁵⁰⁶ The FTC Complaint expressly alleges:

Uber also has experience with the FTC and is currently subject to two prior consent orders related to its advertising and data security practices. The data security consent order was expanded to include additional requirements after the company failed to disclose a significant data breach. As one of the world’s largest technology companies, Uber has extensive legal resources, including in-house and outside counsel who are responsible for ensuring Uber complies with all applicable consumer protection laws and regulations.⁵⁰⁷

⁵⁰² *Id.* ¶61.

⁵⁰³ *Id.* ¶63.

⁵⁰⁴ *Id.* ¶79.

⁵⁰⁵ *Id.* ¶87.

⁵⁰⁶ *Id.* ¶92.

⁵⁰⁷ *Id.* ¶93 (emphasis added).

621. Accordingly, the Board’s failure to respond to those earlier episodes is not merely a historical lapse. It is the reason the Company now faces civil penalties rather than injunctive relief alone.

S. The Court Largely Denies Uber’s Motion to Dismiss

622. Uber moved to dismiss the FTC Action. On April 10, 2026, Judge Jon S. Tigar granted the motion only as to two discrete matters and denied it in all other respects.⁵⁰⁸ The court dismissed with prejudice the FTC’s subclaim that Uber’s “\$0 delivery fee” representation was deceptive, reasoning that the qualifier “eligible” would not lead a reasonable consumer to believe that all orders qualified. It also required the states to replead their state-law counts separately. Every other claim survived.

623. The court rejected Uber’s argument that ROSCA does not apply to Uber One. It held that Uber’s free trial and automatic renewal structure is a negative option feature, and observed that a free-to-pay conversion like Uber’s “is explicitly identified in ROSCA as employing a negative option feature.”⁵⁰⁹ In a footnote, the court found that Uber had omitted from its brief the statutory language “or to cancel the agreement,” and stated: “The omission of this language, which is central to the application of the statute, is damaging to Uber’s credibility.”⁵¹⁰

624. The court sustained the FTC Act claim that Uber’s representation “that consumers may cancel their subscription services at any time with no additional fees” is false. It reasoned that “Uber forces consumers who wish to cancel their subscription to resubscribe for a billing period that has not yet begun and whose benefits they have not yet begun to enjoy.”⁵¹¹ It sustained the ROSCA disclosure claim. The court found that Uber’s disclosures appeared in fine print, in contexts where consumers had no reason to expect a subscription offer, and after Uber had already obtained consumers’ billing information. On the timing of charges, the court was direct: “[G]iven the FAC’s unambiguous allegations that Uber charges customers prior to the billing date, Uber’s

⁵⁰⁸ FTC MTD Order at 27.

⁵⁰⁹ *Id.* at 12.

⁵¹⁰ *Id.* at 11 n.2.

⁵¹¹ *Id.* at 7.

disclosure of such dates is not only unhelpful but actively deceptive.”⁵¹² On the cancellation method, the court found that “users within the 48-hour window actually cannot cancel within the app, but must instead contact customer service,” so that “Uber’s only purported attempt to disclose the cancellation method does not in fact tell users how to cancel.”⁵¹³

625. Perhaps most significantly for the Individual Defendants, the court held that the FTC and its co-plaintiffs had adequately pleaded the knowledge required for civil penalties. It identified the FTC’s prior actions against other subscription sellers, the public complaints, Uber’s internal testing, its employee discussions, and the September 2024 FTC letter, and concluded that “[t]he FAC’s allegations exceed this standard.”⁵¹⁴ The court rejected Uber’s contention that ROSCA was too ambiguous to support knowledge: “At the motion to dismiss stage, Uber’s cursory argument is insufficient to establish as a matter of law that any ambiguity in ROSCA prevented Uber from possessing the requisite knowledge or led it to make a mistake of law.”⁵¹⁵ Finally, the court held that the states have standing to sue “because fraudulent conduct harms their sovereign interest in the integrity of their marketplaces.”⁵¹⁶

T. Uber Doubled Down After the FTC Action

626. The Individual Defendants’ response to the FTC Action was not to reform Uber One. It was to promote it more aggressively. In October 2025, six months after the FTC sued, Uber’s U.S. blog announced new Uber One benefits and promised members “everyday savings that truly add up.”⁵¹⁷ In November 2025, Uber’s newsroom promoted Family Sharing and described Uber One as the “go-to membership for everyday savings.”⁵¹⁸ The 2026 Proxy Statement, filed while the FTC Action was pending, touted that Uber One had “[r]eached 46

⁵¹² *Id.* at 16.

⁵¹³ *Id.* at 16–17.

⁵¹⁴ *Id.* at 20–21.

⁵¹⁵ *Id.* at 21.

⁵¹⁶ *Id.* at 26.

⁵¹⁷ *New U.S. Uber One Benefits—Plus Tips To Manage Your Membership*, Uber Blog (Oct. 7, 2025), <https://www.uber.com/us/en/blog/new-benefits-for-uber-one-members-2025/>.

⁵¹⁸ *The Season of Sharing (and Saving) with Uber One*, Uber Newsroom (Nov. 24, 2025), <https://www.uber.com/us/en/newsroom/membership-updates/>.

million members, growing +55% year-over-year,” and that the Company had “[l]aunched several new features including Family Sharing, vehicle upgrades, and exclusive member promotions.”⁵¹⁹

627. Management’s statements to investors confirm how central Uber One is to the Company. On May 6, 2026, four weeks after the court sustained the FTC’s claims, Uber announced that Uber One had crossed 50 million members. Defendant Khosrowshahi stated: “Reaching 50 million Uber One members is an exciting milestone as we execute against our platform strategy, with members now driving half of our Gross Bookings across Mobility and Delivery.”⁵²⁰ The 2026 Proxy Statement discloses that “the expansion of our membership program” was among the 2025 performance goals in the Company’s executive compensation program.⁵²¹

628. Therefore, the Individual Defendants had a financial incentive to grow Uber One’s subscriber count. The FTC alleges that a substantial portion of that count consists of consumers who never consented to enroll, or who tried to cancel and could not. A membership program that drives half of the Company’s Gross Bookings, and that a federal court has found plausibly built on deception, is not a footnote to Uber’s business. In many ways, it is the business.

U. Realized and Forthcoming Harm to Uber

629. The FTC Action has already inflicted substantial harm on the Company.

630. At the outset, Uber has incurred and continues to incur significant legal expense. It has briefed and largely lost a motion to dismiss, litigated repeated discovery disputes, and been referred for a settlement conference. In April 2026, a magistrate judge ordered it to produce contact information for roughly 30 million Uber One subscribers. The Company must now collect and produce years of internal documents on enrollment, cancellation design, internal testing, and consumer complaints.

⁵¹⁹ 2026 Proxy Statement, *supra* note 16, at 8.

⁵²⁰ Uber Techs., Inc., Current Report (Form 8-K, Ex. 99.1) (May 6, 2026), <https://www.sec.gov/Archives/edgar/data/1543151/000154315126000019/uberq126earningspresrelea.htm>.

⁵²¹ 2026 Proxy Statement, *supra* note 16, at 16.

631. In addition, the Company has suffered reputational harm. The FTC Chairman announced the action with a statement accusing Uber of deceiving consumers. The joinder of twenty-one states and the District of Columbia generated a second wave of coverage. The April 2026 ruling, including a finding that Uber’s brief was “damaging to Uber’s credibility,” generated a third.⁵²² Uber’s own 10-K acknowledges that such litigation is “harmful to our reputation.”⁵²³

632. The FTC Action also strikes at the product on which management has staked the Company’s future. Uber has told investors that Uber One members drive half of Gross Bookings. Every allegation that the subscriber base is inflated by non-consenting or trapped members undermines the integrity of that metric.

633. Uber’s exposure going forward is far larger. The FTC and the states are pursuing at least the following forms of relief.

634. ***Civil penalties under ROSCA.*** Each knowing violation of ROSCA carries a civil penalty exceeding \$53,000.⁵²⁴ The court has held that the FTC and its co-plaintiffs adequately pleaded knowledge. With 50 million subscribers, the number of potential violations is vast. Commentators have projected exposure in the billions of dollars, and FTC counsel has indicated that at least nine figures are in dispute before the states’ claims.

635. ***Civil penalties under state law.*** Each of the 22 plaintiff jurisdictions seeks penalties under its own statute, including \$2,500 per violation under California law, \$10,000 per violation under Arizona and Maryland law, \$25,000 per persistent and knowing violation under Michigan law, and \$50,000 per deceptive act under Illinois law, with an additional \$50,000 for each act committed with intent to defraud. These penalties are cumulative.

636. ***Restitution and disgorgement.*** The FTC seeks monetary relief under Sections 13(b) and 19 of the FTC Act, and the states seek restitution, rescission, and disgorgement. Uber One generated approximately \$935 million in gross revenue over the two years ending September 2024 and has grown substantially since.

⁵²² FTC MTD Order at 11 n.2.

⁵²³ 2025 10-K, at 39.

⁵²⁴ 15 U.S.C. §§ 8404, 45(m)(1)(A); 16 C.F.R. § 1.98(d).

637. *Structural injunctive relief.* Any judgment or settlement will require Uber to redesign Uber One's enrollment and cancellation flows and submit to years of FTC and state supervision. The Amazon precedent, a \$2.5 billion settlement with injunctive relief governing Prime, is instructive. Any new order will be Uber's third FTC consent order.

638. *Loss of subscription revenue.* The FTC alleges that 85% of subscribers who try to cancel would not keep Uber One even at one dollar per month. A court-ordered simple cancellation mechanism will let those subscribers leave, with severe consequences for a program that drives half of Gross Bookings.

639. *Collateral litigation.* The discovery record documenting Uber's internal knowledge will be available to private plaintiffs under state automatic renewal and consumer protection laws. The court's holding that Uber's billing date disclosures are "actively deceptive" will be cited in every such case.

640. Each of these harms flows from the same source. [REDACTED]

EXCHANGE ACT VIOLATIONS

I. THE DIRECTOR DEFENDANTS VIOLATED SECTION 14(A) OF THE EXCHANGE ACT AND RULE 14A-9 BY CAUSING THE COMPANY TO FILE MATERIALLY FALSE AND MISLEADING PROXY STATEMENTS

641. Rule 14a-9, promulgated pursuant to § 14(a) of the Exchange Act, provides that no proxy solicitation shall contain "any statement which, at the time and in the light of the circumstances under which it is made, is false or misleading with respect to any material fact, or which omits to state any material fact necessary in order to make the statements therein not false or misleading."⁵²⁵

642. The Director Defendants violated Section 14(a) of the Exchange Act and Rule 14a-9 by causing Uber to issue proxy statements in connection with Uber's annual meeting of

⁵²⁵ 17 C.F.R. § 240.14a-9.

1 stockholders containing materially false, misleading and/or omissive statements regarding Uber's
2 efforts to address, accommodate and/or comply with rules and regulations regarding (i) passenger
3 safety, (ii) passengers with disabilities, and (iii) Uber One users. The Director Defendants made
4 these false, misleading and omissive statements to procure stockholder approval of their continued
5 directorships and executive positions, and their highly-lucrative compensation for serving in those
6 roles.

7 643. The materially false and misleading statements at issue were in the Company's
8 March 23, 2026 Definitive Proxy Statement⁵²⁶ (the 2026 Proxy Statement), March 24, 2025
9 Definitive Proxy Statement⁵²⁷ (the 2025 Proxy Statement), and March 25, 2024 Definitive Proxy
10 Statement⁵²⁸ (the 2024 Proxy Statement, and together with the 2026 Proxy Statement and 2025
11 Proxy Statement, the "Proxy Statements").

12 644. Each of the Proxy Statements—including the materially false, misleading and
13 omissive statements complained of therein—solicited shareholder votes to (1) elect or re-elect
14 certain directors, including the Director Defendants; and (2) approve executive compensation for
15 certain Uber executives, including the Officer Defendants.

16 645. The Director Defendants prepared, reviewed, and/or disseminated each of these
17 Proxy Statements. By virtue of their positions as directors and/or officers of the Company, the
18 Director Defendants were aware of the information discussed herein and their duty to disclose this
19 information accurately and truthfully in the Proxy Statements.

20 646. As a result, the Director Defendants issued, caused to be issued, and participated in
21 the issuance of the materially false and misleading Proxy Statements which induced shareholders
22 to vote in accord with the Board's recommendations with respect to the election of directors to the
23 Board and executive compensation to the Officer Defendants.

24
25
26
27 ⁵²⁶ 2026 Proxy Statement, *supra* note 16.

28 ⁵²⁷ 2025 Proxy Statement, *supra* note 24.

⁵²⁸ 2024 Proxy Statement, *supra* note 24.

II. THE PROXY STATEMENTS' FALSE AND MISLEADING STATEMENTS REGARDING SEXUAL ASSAULT AND MISCONDUCT

647. All of the Proxy Statements represent that the:

Audit Committee oversees a variety of ethics and compliance matters and receives regular reports from the Chief Ethics, Compliance & Security Officer. These reports include *updates on our compliance with applicable laws and regulations and our compliance framework and program development*, including oversight of our systems and controls for ethical behavior and the prevention of bribery. Additionally, *the Audit Committee is informed of and oversees the investigation and follow-up (including disciplinary action) of any instances of material non-compliance, including violations of Uber's Business Conduct Guide. This oversight includes the review of any ongoing examinations by regulatory authorities and the Company's response. The Audit Committee regularly briefs the entire Board on these matters.*

648. The statements set forth in ¶647 above were materially false and misleading and omitted material facts. **First**, the Proxy Statements represent that the Audit Committee carried out extensive oversight of the Company's "compliance with applicable laws and regulations," and was "informed of and overs[aw] the investigation and follow-up (including disciplinary action) of any instances of material non-compliance, including violations of Uber's Business Conduct Guide."⁵²⁹ This statement was and continues to be materially misleading. In reality, the Audit Committee consistently failed to maintain adequate oversight over the Company's compliance with applicable laws and regulations related to the widespread instances of sexual assault and misconduct.

649. As discussed above, the members of the Audit Committee were continually made aware of the sexual assault and misconduct issues facing the Company through a number of different means. [REDACTED]

[REDACTED]⁵³⁰ [REDACTED]

⁵²⁹ *Id.*

⁵³⁰ *Supra* note 300, at '2164.

531 [REDACTED] 532 [REDACTED]
 533 [REDACTED]
 534 [REDACTED]
 535 [REDACTED]
 536 [REDACTED]

650. Uber’s internal data showed that, from 2017 to 2022, 400,181 Uber trips in the United States generated reports of sexual assault or misconduct.⁵³⁷ And trial testimony from the Arizona MDL trial reveals that there were 546,420 reports of sexual assault or sexual misconduct between 2017 and 2024, implying an additional 146,239 reported incidents occurred in 2023 and 2024.⁵³⁸

651. [REDACTED] 539 [REDACTED]

652. Yet, despite this knowledge, and the Proxy Statements’ representation, the Audit Committee failed to take tangible action to remediate the Company’s lack of “compliance with

⁵³¹ UberB&R0002203 at ’2225 [REDACTED]
 [REDACTED]
 [REDACTED] UberB&R0002227 at
 ’2238 [REDACTED]
 [REDACTED]
 [REDACTED] UberB&R0002239 at ’2253 [REDACTED]
 [REDACTED]
 [REDACTED]

⁵³² UberB&R0002272 at ’2277 [REDACTED]
 [REDACTED]
 [REDACTED]; *see also* UberB&R0002227 at ’2233 [REDACTED]
 [REDACTED]

⁵³³ UberB&R0002283 at ’2290 [REDACTED]
 [REDACTED]

⁵³⁴ UberB&R0002239 at ’2242.

⁵³⁵ UBER-STEAMFITTERS-0003617 at ’3624.

⁵³⁶ *Id.*

⁵³⁷ *Uber’s Festering Sexual Assault Problem, supra* note 18.

⁵³⁸ Thomas R. Tremblay Trial Tr. at 79–80 (Day 8 PM), at 1478:15–1479:21.

⁵³⁹ *See* ¶¶297–347 [REDACTED]
 [REDACTED]
 [REDACTED]

applicable laws and regulations,”⁵⁴⁰ related to the pervasive issues of sexual assault and misconduct.

653. [REDACTED]

[REDACTED] Thus, it is reasonable to infer that the Audit Committee failed to meaningfully discuss safety and sexual assault and sexual misconduct issues at this meeting or any other Audit Committee meeting despite its knowledge of the issues and the representations contained in the Proxy Statements.

654. *Second*, regarding the Audit Committee’s oversight responsibilities, the Proxy Statements assert that “[t]he Audit Committee *regularly* briefs the entire Board on these matters.” This is materially false and misleading [REDACTED]

655. [REDACTED]

[REDACTED]⁵⁴¹ [REDACTED]

[REDACTED]⁵⁴² [REDACTED]

[REDACTED]⁵⁴³ [REDACTED]

⁵⁴⁰ 2024 Proxy Statement, *supra* note 24, at 11 (emphasis added); 2025 Proxy Statement, *supra* note 24, at 10 (emphasis added); 2026 Proxy Statement, *supra* note 16, at 12 (emphasis added).

⁵⁴¹ *Supra* note 285.

⁵⁴² UberB&R0002046 at ’2047; UberB&R0001684 at ’1685; UberB&R0002111 at ’2112; UberB&R-0003220 at ’3221.

⁵⁴³ *Id.*

1 [REDACTED]
2 [REDACTED]⁵⁴⁴
3 656. Thus, not only did the Audit Committee fail to “regularly brief[] the entire Board”
4 as the Proxy Statements represent, [REDACTED]
5 [REDACTED]

6 657. In addition to the foregoing representation, which appeared in each of the Proxy
7 Statements, the Proxy Statements contained further materially false and misleading statements
8 concerning the safety of Uber’s platform, the Board’s oversight of safety, and the prevalence of
9 sexual assault and sexual misconduct on the platform. Each of these statements was materially
10 false and/or misleading when made, and omitted material facts necessary in order to make the
11 statements made, in light of the circumstances under which they were made, not false or
12 misleading. The statements are set forth below in chronological order, beginning with the 2024
13 Proxy Statement.

14 **A. The 2024 Proxy Statement**

15 658. The 2024 Proxy Statement, filed on March 25, 2024, solicited stockholder votes in
16 advance of the Company’s annual meeting of stockholders held on May 6, 2024. On its opening
17 pages, under the heading “Our Values,” the 2024 Proxy Statement represented:

18 Stand for safety. Safety never stops. *We embed safety into everything we do. Our*
19 *relentless pursuit to make Uber safer for everyone using our platform will continue*
20 *to make us the industry leader for safety.* We know the work of safety never stops,
yet we can and will challenge ourselves to always be better for the communities we
serve.⁵⁴⁵

21 659. The statement set forth in ¶658 above was materially misleading and omitted
22 material facts because in truth [REDACTED]
23 [REDACTED]
24 [REDACTED]
25 [REDACTED]
26 [REDACTED]

27
28 ⁵⁴⁴ *Supra* note 285.

⁵⁴⁵ 2024 Proxy Statement, *supra* note 24, at 1 (emphasis added).

1 [REDACTED]
2 [REDACTED] (iv) the 2024 Proxy Statement's misrepresentations
3 regarding safety were grounded in the Safety Reports that Uber published to investors which were
4 themselves materially misleading because they miscategorized the severity of safety incidents due
5 to a top down directive to the Company's investigators to de-escalate safety incidents and keep
6 drivers on the platform and because the Safety Reports omitted key categories of safety incidents
7 under the Company's taxonomy policy.

8 660. In the Proxy Statement Summary, under the heading "User Safety," the 2024 Proxy
9 Statement represented:

10 The Board receives updates at least annually and *is actively engaged in user safety*.
11 The Board and management deeply understand the importance of safety, which is
12 why safety is tied to our Company values and is a performance metric for each of
13 our most senior executives. Our Senior Vice President of Core Services and our
14 Head of Safety reports to the Board on Uber's Safety Management System, which
can include updates on Uber's safety policies, safety risk management and controls,
and safety assurance, *including reporting on* critical safety incidents like motor
vehicle fatalities, physical assault fatalities, and *critical sexual assaults*.⁵⁴⁶

15 661. The statements set forth in ¶660 above were materially misleading and omitted
16 material facts because in truth, [REDACTED]
17 [REDACTED]
18 [REDACTED]

19 [REDACTED]⁵⁴⁷ [REDACTED]
20 [REDACTED]
21 [REDACTED]

22 662. [REDACTED]
23 [REDACTED]
24 [REDACTED]

25 663. [REDACTED]
26 [REDACTED]
27 [REDACTED]

28 ⁵⁴⁶ *Id.* at 12 (emphasis added).

⁵⁴⁷ *Supra* note 534.

1 [REDACTED]
2 [REDACTED]
3 [REDACTED]⁵⁴⁸ [REDACTED]
4 [REDACTED]
5 [REDACTED]
6 [REDACTED]⁵⁴⁹
7 664. Thus, the 2024 Proxy Statements’ assertion that the Board was “actively engaged
8 in user safety” [REDACTED]
9 [REDACTED]

10 665. The statement that the Board was “actively engaged in user safety” was also
11 materially misleading and omitted material facts because in truth (i) the Board prioritized profits
12 not safety; (ii) Uber repeatedly rejected or delayed measures that would have made the platform
13 safer including, among others, Ride Check and the in-app emergency button, cameras, training for
14 drivers, comprehensive background checks, revisions to the driver removal and three-strikes
15 policy, and the woman drivers program; and (iii) the 2024 Proxy Statement’s misrepresentations
16 regarding safety were grounded in the Safety Reports that Uber published to investors which were
17 themselves materially misleading because they miscategorized the severity of safety incidents due
18 to a top down directive to the Company’s investigators to de-escalate safety incidents and keep
19 drivers on the platform and because the Safety Reports omitted key categories of safety incidents
20 under the Company’s taxonomy policy.

21 666. The statement that the Board was “actively engaged in user safety” was also
22 materially misleading and omitted material facts because it gave investors the misleading
23 impression that the Board was both actively monitoring and actively addressing user safety issues
24 when in truth, it was not.

25 667. In the Compensation Discussion and Analysis, in describing the “Safety
26 Improvement Goals” incorporated into the performance-based restricted stock units (“PRSUs”)
27

28 ⁵⁴⁸ *Supra* note 285.

⁵⁴⁹ *Id.* at 1693.

1 granted to the Company's named executive officers ("NEOs") in 2023, the 2024 Proxy Statement
2 represented:

3 Standing for safety has been a critical component of our executive compensation
4 program since 2018. *The consistent inclusion of safety improvement goals in our*
5 *PRSU program has ensured our NEOs [Named Executive Officers] are prioritizing*
6 *the safety of users and consumers on our platform.* While we have historically
7 evaluated our safety improvement goals by analyzing our safety performance
8 results as it relates to our U.S. Mobility business, in 2021, we expanded our
measurement of our safety improvement goals to review safety incident rates
globally, in both our Mobility and Delivery businesses. This shift has continued
through our 2023 PRSU program and *marks our continued investment and*
prioritization of safety and transparency on a global level and goes beyond industry
*practice.*⁵⁵⁰

9 668. The statements set forth in ¶667 above were materially misleading and omitted
10 material facts because in truth, (i) Uber's Named Executive Officers including but not limited to
11 Defendant CEO Khosrowshahi prioritized profits not safety; (ii) Uber repeatedly rejected or
12 delayed measures that would have made the platform safer including, among others, Ride Check
13 and the in-app emergency button, cameras, training for drivers, comprehensive background
14 checks, revisions to the driver removal and three-strikes policy, and the woman drivers program;
15 and (iii) the 2024 Proxy Statement's misrepresentations regarding safety were grounded in the
16 Safety Reports that Uber published to investors which were themselves materially misleading
17 because they miscategorized the severity of safety incidents due to a top down directive to the
18 Company's investigators to de-escalate safety incidents and keep drivers on the platform and
19 because the Safety Reports omitted key categories of safety incidents under the Company's
20 taxonomy policy.

21 669. It was further materially misleading to state that NEOs, which included Defendant
22 CEO Khosrowshahi, were "prioritizing the safety of users and consumers on our platform" when
23 in truth, Defendant Khosrowshahi knew the true extent of Uber's safety problems, but chose not
24 to act in the face of red flags while simultaneously providing false assurances to investors.

25 670. It was further materially misleading to state that the "inclusion of safety
26 improvement goals in our PRSU program has ensured our NEOs are prioritizing the safety of users
27

28 ⁵⁵⁰ 2024 Proxy Statement, *supra* note 24, at 57 (emphasis added).

1 and consumers on our platform” when in truth, those goals incentivized Uber’s NEOs, including
2 Defendant Khosrowshahi and other senior executives, to report progress on safety metrics that
3 misleadingly concealed the true extent of the problem to hit key compensation metrics.

4 671. The 2024 Proxy Statement also presented for a stockholder vote a stockholder
5 proposal, designated Proposal 5, submitted by Achmea Investment Management on behalf of
6 Stichting Bewaarder Achmea Beleggingspools (the “Safety Audit Proposal”). The Safety Audit
7 Proposal requested that the Board “commission an independent third-party audit on driver health
8 and safety, evaluating the effects of Uber’s performance metrics, policies, and procedures on driver
9 health and safety across markets.” The proposal called for the audit to be “conducted with input
10 from drivers, workplace safety experts, and relevant stakeholders from the regions where Uber
11 operates,” to “consider legislative/regulatory developments and adverse media coverage,” and to
12 culminate in a report “publicly disclosed on Uber’s website.”⁵⁵¹

13 672. In its supporting statement, the proponent asserted that, notwithstanding the
14 Company’s public statements regarding safety, the proponent was concerned that Uber’s policies
15 and performance metrics discouraged drivers from reporting safety incidents. Before the 2024
16 Proxy Statement was filed, Uber asked the staff of the SEC’s Division of Corporation Finance to
17 concur that the Safety Audit Proposal could be excluded from the proxy materials under Rules
18 14a-8(i)(3), 14a-8(i)(7), and 14a-8(i)(10), the last of which permits exclusion of a proposal the
19 company contends it has already substantially implemented. On March 21, 2024, the SEC staff
20 declined to concur in Uber’s request, and the Safety Audit Proposal was included in the 2024 Proxy
21 Statement.⁵⁵²

22 673. The Board recommended that stockholders vote against the Safety Audit Proposal.
23 In its Statement of Opposition, the Board justified that recommendation on the ground that the
24 Company’s existing safety reporting, safety oversight, and safety performance rendered an
25 independent third-party audit unnecessary. The Board represented:

26
27 ⁵⁵¹ *Id.* at 79.

28 ⁵⁵² See Letter from SEC Division of Corporation Finance to Uber Technologies, Inc. regarding
stockholder proposal submitted by Achmea Investment Management (Mar. 21, 2024).

We do not believe this proposal is appropriate or necessary because (1) *Uber already provides extensive reporting on our safety initiatives, goals, and performance*, (2) *we have consistently demonstrated a strong and continued commitment to the safety of our platform*, and (3) *an independent third-party safety audit and report as required by the stockholder proposal would be duplicative of Uber's reporting on safety*, which provides input from independent third-party experts, and would be a poor use of the Company's resources.⁵⁵³

674. The statements set forth in ¶673 above were materially misleading and omitted material facts because in truth (i) Uber's Safety Reports were not "extensively" or accurately "reporting on our safety initiatives, goals, and performance" but rather they were themselves materially misleading because they miscategorized the severity of safety incidents due to a top down directive to the Company's investigators to de-escalate safety incidents and keep drivers on the platform and because the Safety Reports omitted key categories of safety incidents under the Company's taxonomy policy; (ii) the Board prioritized profits not safety; and (iii) Uber repeatedly rejected or delayed measures that would have made the platform safer including, among others, Ride Check and the in-app emergency button, cameras, training for drivers, comprehensive background checks, revisions to the driver removal and three-strikes policy, and the woman drivers program.

675. The Statement of Opposition further represented that the Company's safety reporting, including its reporting of sexual assault data, was comprehensive, methodologically rigorous, and audited:

In December 2019, Uber became the first company to proactively release a U.S. Safety Report detailing our safety features, as well as *data on the most serious health and safety related incidents reported on our platform, including motor vehicle fatalities, physical assault fatalities, and sexual assault. This data include incidents reported from both our Drivers and Riders. The report provides stockholders with extensive information on our safety taxonomy, which is the basis for measuring and reporting safety data in connection with our platform, and provides significant insight into the methodology and audit process used to generate the underlying data.* Uber's safety reporting goes far beyond what other companies in the travel and transportation space (e.g., hotels, airlines, cruise lines, taxis, public transit) report publicly and to their stockholders.⁵⁵⁴

676. The statements set forth in ¶675 above were materially misleading and omitted material facts because in truth Uber's Safety Reports miscategorized the severity of safety

⁵⁵³ 2024 Proxy Statement, *supra* note 24, at 81 (emphasis added).

⁵⁵⁴ *Id.*

incidents due to a top down directive to the Company’s investigators to de-escalate safety incidents and keep drivers on the platform and because the Safety Reports omitted key categories of safety incidents under the Company’s taxonomy policy.

677. [REDACTED]

[REDACTED]⁵⁵⁵ [REDACTED]

678. The statement that the Safety Reports “provide[] stockholders with extensive information on [Uber’s] safety taxonomy,” was materially misleading and omitted material facts because none of the Safety Reports detail the changes in taxonomies over the years.⁵⁵⁶ For example, “a Taxonomy update was made within Uber in early 2020 to separate and distinguish reports of ‘Masturbation’ from ‘Self Touching/Indecent Exposure.’ Prior to this, reports of both behaviors were grouped into a single category–‘Masturbation / Indecent Exposure.’”⁵⁵⁷ Uber never disclosed this taxonomy separating into two separate categories or any other changes to its categorization over the years.

679. The Statement of Opposition likewise represented that the Company subjected its safety performance to rigorous internal tracking and auditing:

*Beyond rigorous internal performance tracking and auditing, Uber also prioritizes safety reporting and compliance requirements globally. With operations in approximately 70 countries, we adapt to meet specific local reporting and transparency requirements relevant to our business.*⁵⁵⁸

⁵⁵⁵ UberB&R0002012 at ’2030.

⁵⁵⁶ See Decl. of Laura Vartain Horn in Supp. of Defs. Uber Technologies, Inc., Rasier, LLC, and Rasier-CA, LLC’s Resp. to Pl. WHBE 6 Supplemental Omnibus Mots. in Limine, *In re Uber Rideshare Cases*, No. CJC-21-005188 (Cal. Super. Ct. 2026 Aug. 6, 2025) at 28.

⁵⁵⁷ *Id.*

⁵⁵⁸ 2024 Proxy Statement, *supra* note 24, at 81 (emphasis added).

680. The statement set forth in ¶679 above was materially misleading and omitted material facts because in truth (i) the Board prioritized profits not safety; (ii) Uber repeatedly rejected or delayed measures that would have made the platform safer including, among others, Ride Check and the in-app emergency button, cameras, training for drivers, comprehensive background checks, revisions to the driver removal and three-strikes policy, and the woman drivers program; and (iii) the 2024 Proxy Statement’s misrepresentations regarding safety were grounded in the Safety Reports that Uber published to investors which were themselves materially misleading because they miscategorized the severity of safety incidents due to a top down directive to the Company’s investigators to de-escalate safety incidents and keep drivers on the platform and because the Safety Reports omitted key categories of safety incidents under the Company’s taxonomy policy.

681. The Statement of Opposition also characterized the safety of trips on the platform in quantitative terms, representing:

Uber is incredibly proud of the work we have done to improve and enhance the Driver experience, including safety. As outlined in our safety reports and broader disclosure, *our data continues to show that the vast majority of trips on Uber (over 99.9%) are completed without any reported safety incident at all*, and we believe these underlying facts are reflected in our reported record growth.⁵⁵⁹

682. The statement set forth in ¶681 above was materially misleading and omitted material facts because Uber manipulated its safety data. The Safety Reports that Uber published to investors miscategorized the severity of safety incidents due to a top down directive to the Company’s investigators to de-escalate safety incidents and keep drivers on the platform and because the Safety Reports omitted key categories of safety incidents under the Company’s taxonomy policy.

683. The statement that “over 99.9%” of trips “are completed without any reported safety incident at all” was further materially misleading and omitted material facts because it created the misleading impression that riding in Ubers was safer than it actually was based on Uber’s own data. Indeed, FE 2 specifically confirmed that the Company boasted about its safety

⁵⁵⁹ *Id.* at 83 (emphasis added).

record and consistently drilled into their heads that of the millions of trips a day, they had less than 1% resulting in incidents. FE 2 explained that the Company never made it clear if that 1% was always true. FE 2 described how it was all about marketing, how Uber wanted to be publicly perceived, and how Uber made those numbers happen. The 99.9% of trips that do not end up in incidents seemed false to FE 2. FE 2 added that it did not always have to be a big incident; it could be someone making inappropriate comments or the masturbation issue FE 2 described in ¶425 above. FE 2 further confirmed that the idea was that you water something this aggressive down to report numbers that are good for safety.

684. The Statement of Opposition concluded by assuring stockholders that the Board's existing governance and oversight of safety were sufficient:

At Uber, we know our work on safety is never done, and *we are dedicated to continuously investing in, and evolving, a rigorous safety approach*. As the above highlights show, we are committed to making safety enhancements that will have a practical and positive impact in the communities we serve. We would not be where we are today without the guidance and support of experts and advocacy groups, and we remain thankful for the opportunity to listen, learn, and partner with people from around the globe who help guide our safety journey. *The Board is confident that proper governance and oversight is in place to ensure that Uber's approach to safety remains aligned with the Company and our stockholders' long-term interests and that its existing reporting provides appropriate transparency and accountability with input from independent third-party experts.*⁵⁶⁰

685. The statements set forth in ¶684 above were materially misleading and omitted material facts because in truth (i) the Board prioritized profits not safety; (ii) Uber repeatedly rejected or delayed measures that would have made the platform safer including, among others, Ride Check and the in-app emergency button, cameras, training for drivers, comprehensive background checks, revisions to the driver removal and three-strikes policy, and the woman drivers program; and (iii) the 2024 Proxy Statement's misrepresentations regarding safety were grounded in the Safety Reports that Uber published to investors which were themselves materially misleading because they miscategorized the severity of safety incidents due to a top down directive to the Company's investigators to de-escalate safety incidents and keep drivers on the platform

⁵⁶⁰ *Id.* at 84 (emphasis added).

1 and because the Safety Reports omitted key categories of safety incidents under the Company's
2 taxonomy policy.

3 686. The statement that the Board had "proper governance and oversight" regarding
4 safety "in place" was also materially misleading and omitted material facts because it gave
5 investors the misleading impression that the Board was both actively monitoring and actively
6 addressing user safety issues when in truth, it was not.

7 687. The materiality of these disclosures is heightened because the Company's own
8 stockholders were demanding action on safety, and the Director Defendants made these
9 representations in response to those demands. As such, a reasonable stockholder would have
10 considered them important in deciding how to vote on the proposed nominees to the Board. If the
11 Company truthfully disclosed how the Board failed to adequately address safety issues,
12 stockholders may have elected directors who would have taken safety more seriously and
13 prevented some of the harm that has befallen the Company (and its passengers).

14 688. Thus, the Director Defendants' representations on passenger safety were not
15 generalized statements of corporate aspiration. Having undertaken to tell stockholders how the
16 Board was responding to safety concerns, the Director Defendants were obligated to do so
17 completely and accurately. They did not. Instead, the Director Defendants falsely touted rigorous
18 Board oversight and transparent reporting while withholding incident data and omitting both rising
19 sexual assault rates and the Board's own inaction.

20 689. Stockholders followed the Board's recommendation. At the May 6, 2024 annual
21 meeting, approximately 128.2 million shares were voted in favor of the Safety Audit Proposal and
22 approximately 1.44 billion shares were voted against it, and the proposal was not approved.⁵⁶¹

23 **B. The 2025 Proxy Statement**

24 690. The 2025 Proxy Statement, filed on March 24, 2025, solicited stockholder votes in
25 advance of the Company's 2025 annual meeting of stockholders. In the Proxy Statement
26 Summary, under the heading "User Safety," the 2025 Proxy Statement represented:
27
28

⁵⁶¹ Uber Technologies, Inc., Current Report (Form 8-K), Item 5.07 (May 6, 2024).

The Board receives updates at least annually and *is actively engaged in user safety. The Board and Audit Committee oversee risk management, including user safety.* The Board and management deeply understand the importance of safety, which is why safety is tied to our Company values and is a performance metric included in our executive compensation program. Our Senior Vice President of Core Services and our Head of Safety report to the Board on Uber’s Safety Management System, *including updates on Uber’s safety policies*, safety risk management, controls, and safety assurance, *including reporting on critical safety incidents* like motor vehicle fatalities, physical assault fatalities, and *critical sexual assaults*.⁵⁶²

691. The 2025 Proxy Statement thus repeated the representations made in the 2024 Proxy Statement regarding the Board’s engagement in user safety, with two notable changes. First, it added the affirmative representation that “[t]he Board and Audit Committee oversee risk management, including user safety.” Second, whereas the 2024 Proxy Statement had represented that management’s reports to the Board on the Safety Management System “can include” updates on safety policies, risk management, controls, and assurance, the 2025 Proxy Statement removed that qualifier and represented, without limitation, that those reports “includ[e]” such updates, as well as “reporting on critical safety incidents like motor vehicle fatalities, physical assault fatalities, and critical sexual assaults.”

692. The statements set forth in ¶690 above were materially misleading and omitted material facts because in truth, [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]⁵⁶³ [REDACTED]

[REDACTED]

[REDACTED]

693. [REDACTED]

[REDACTED]

[REDACTED]

694. [REDACTED]

[REDACTED]

⁵⁶² 2025 Proxy Statement, *supra* note 24, at 10 (emphasis added).

⁵⁶³ *Supra* note 347.

1 [REDACTED]
2 [REDACTED]
3 [REDACTED]⁵⁶⁴ [REDACTED]
4 [REDACTED]
5 [REDACTED]
6 [REDACTED]⁵⁶⁵

7 695. Thus, the 2025 Proxy Statements’ assertion that the Board was “actively engaged
8 in user safety” [REDACTED]

9 [REDACTED]
10 696. The statement that the Board was “actively engaged in user safety” was also
11 materially misleading and omitted material facts because in truth [REDACTED]

12 [REDACTED]
13 [REDACTED]
14 [REDACTED]
15 [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 [REDACTED]
19 [REDACTED]
20 [REDACTED]

21 697. The statement that the Board was “actively engaged in user safety” was also
22 materially misleading and omitted material facts because it gave investors the misleading
23 impression that the Board was both actively monitoring and actively addressing user safety issues
24 when in truth, it was not.

25 698. The statement that the “Audit Committee oversee[s] risk management, including
26 user safety” [REDACTED]

27
28 ⁵⁶⁴ *Supra* note 285.

⁵⁶⁵ *Id.*

██████████ and the representations contained in the Proxy Statements.

C. The 2026 Proxy Statement

699. The 2026 Proxy Statement, filed on March 23, 2026, solicited stockholder votes in advance of the Company’s 2026 annual meeting of stockholders. The 2026 Proxy Statement substantially expanded the Company’s representations regarding safety, including by adding a multi-page section entitled “Board of Directors’ Role in Safety Oversight.” In the Proxy Statement Summary, under the heading “User Safety,” the 2026 Proxy Statement represented:

*The Board receives regular updates and is actively engaged in user safety. The Board and Audit Committee oversee risk management, including user safety. The Board and management deeply understand the importance of safety, which is why safety is tied to our Company values and is a performance metric included in our executive compensation program. Our Head of Safety reports to the Board on Uber’s Safety Management System, including updates on Uber’s safety policies, safety risk management, controls, and safety assurance, including reporting on critical safety incidents like motor vehicle fatalities, physical assault fatalities, and critical sexual assaults.*⁵⁶⁶

700. The statement set forth in ¶699 above closely tracks the statement included in the 2025 Proxy Statement set forth in ¶690 above and is materially misleading for similar reasons. In truth, ██████████

██████████⁵⁶⁷ ██████████
 ██████████ falling well short of the 2026 Proxy Statements’ assurance that the Board was “actively engaged in user safety.”

⁵⁶⁶ 2026 Proxy Statement, *supra* note 16, at 12 (emphasis added).

⁵⁶⁷ *Supra* note 347.

1 701. Indeed, [REDACTED]

2 [REDACTED]

3 [REDACTED]

4 702. [REDACTED]

5 [REDACTED]

6 [REDACTED]

7 [REDACTED]

8 [REDACTED]⁵⁶⁸ [REDACTED]

9 [REDACTED]

10 [REDACTED]

11 [REDACTED]⁵⁶⁹

12 703. Thus, the 2026 Proxy Statements’ assertion that the Board was “actively engaged

13 in user safety” [REDACTED]

14 [REDACTED]

15 704. The statement that the Board was “actively engaged in user safety” was also

16 materially misleading and omitted material facts because in [REDACTED]

17 [REDACTED]

18 [REDACTED]

19 [REDACTED]

20 [REDACTED]

21 [REDACTED]

22 [REDACTED]

23 [REDACTED]

24 [REDACTED]

25 [REDACTED]

26

27

28 ⁵⁶⁸ *Supra* note 285.

⁵⁶⁹ *Id.*

1 705. The statement that the Board was “actively engaged in user safety” was also
 2 materially misleading and omitted material facts because it gave investors the misleading
 3 impression that the Board was both actively monitoring and actively addressing user safety issues
 4 when in truth, it was not.

5 706. The statement that the “Audit Committee oversee[s] risk management, including
 6 user safety” [REDACTED]

7 [REDACTED]
 8 [REDACTED] Thus, it is reasonable to infer
 9 that the Audit Committee failed to meaningfully discuss safety and sexual assault and sexual
 10 misconduct issues at this meeting or any other Audit Committee meeting despite its knowledge of
 11 the issues and the representations contained in the Proxy Statements.

12 707. In the section entitled “Board of Directors’ Role in Safety Oversight,” under the
 13 subheading “Uber’s governance evolution,” the 2026 Proxy Statement represented:

14 One indicator of these efforts is that, *of the billions of trips completed on the Uber*
 15 *platform each year, 99.9% have ended without any reported safety incident at all.*⁵⁷⁰

16 708. The statement set forth in ¶707 above was materially misleading and omitted
 17 material facts [REDACTED]

18 [REDACTED]
 19 [REDACTED]
 20 [REDACTED]
 21 [REDACTED]
 22 709. The statement that “99.9%” of trips “have ended without any reported safety
 23 incident at all” was further materially misleading and omitted material facts because it created the
 24 misleading impression that riding in Ubers was safer than it actually was based on Uber’s own
 25 data. Indeed, FE 2 specifically confirmed that the Company boasted about its safety record and
 26 consistently drilled into their heads that of the millions of trips a day, they had less than 1%
 27 resulting in incidents. FE 2 explained that the Company never made it clear if that 1% was always

28
⁵⁷⁰ 2026 Proxy Statement, *supra* note 16, at 13 (emphasis added).

1 true. FE 2 described how it was all about marketing, how Uber wanted to be publicly perceived,
 2 and how Uber made those numbers happen. The 99.9% of trips that do not end up in incidents
 3 seemed false to FE 2. FE 2 added that it did not always have to be a big incident; it could be
 4 someone making inappropriate comments or the masturbation issue FE 2 described in ¶425 above.
 5 FE 2 further confirmed that the idea was that you water something this aggressive down to report
 6 numbers that are good for safety.

7 710. Under the subheading “Board of Directors’ oversight of safety,” the 2026 Proxy
 8 Statement represented:

9 Uber’s directors bring broad experience that *directly informs the Board’s rigorous*
 10 *oversight of safety strategy, controls, and performance*. This includes expertise in
 11 global operations, cybersecurity, government, policy and regulatory, innovation
 and high growth, enterprise risk management, and technology innovation.⁵⁷¹

12 711. The statement set forth in ¶710 above was materially misleading and omitted
 13 material facts because the Board did not perform rigorous oversight over safety. [REDACTED]

14 [REDACTED]
 15 [REDACTED]
 16 [REDACTED]⁵⁷² [REDACTED]
 17 [REDACTED]
 18 [REDACTED]
 19 [REDACTED]
 20 [REDACTED]

21 712. [REDACTED]

22 [REDACTED]
 23 [REDACTED]
 24 [REDACTED]
 25 [REDACTED]⁵⁷³ [REDACTED]

27 ⁵⁷¹ *Id.* at 13 (emphasis added).

28 ⁵⁷² *Supra* note 327.

⁵⁷³ *Supra* note 285.

713. Under the subheading “Safety reporting to the Board,” the 2026 Proxy Statement represented:

*Safety is also regularly discussed as part of Board-level strategy and risk reviews. Through this structure, safety oversight is embedded within the Board’s broader responsibilities for leadership, strategy, and enterprise risk management.*⁵⁷⁴

714. The same subsection also represented:

*[T]he Board and relevant committees receive prompt reporting on significant safety incidents, trends, and regulatory developments, and management escalates material matters to the Board as appropriate. This supports timely oversight and informed Board engagement on emerging risks.*⁵⁷⁵

715. The statements set forth in ¶¶713–14 above were materially misleading and omitted material facts

716. Under the subheading “Ongoing Board oversight of safety,” the 2026 Proxy Statement represented:

Uber’s Board of Directors recognizes that safety is fundamental to Uber’s long-term success and to the trust that Riders, Drivers, Merchants, and communities worldwide place in us. *Through regular reporting and escalation protocols, integration of safety in our enterprise risk management framework, alignment with executive compensation, and engagement with independent advisors and stockholders, the Board maintains active, structured, and informed oversight of safety matters.*⁵⁷⁶

⁵⁷⁴

Id.

⁵⁷⁵

2026 Proxy Statement, *supra* note 16, at 14 (emphasis added).

⁵⁷⁶

Id. (emphasis added).

⁵⁷⁷

Id.

⁵⁷⁸

2026 Proxy Statement, *supra* note 16, at 15 (emphasis added).

1 717. The statements set forth in ¶716 above were materially misleading and omitted
2 material facts because according to [REDACTED]

3 [REDACTED]
4 [REDACTED]
5 [REDACTED]⁵⁷⁹ [REDACTED]
6 [REDACTED]
7 [REDACTED]

8 718. Indeed, [REDACTED]
9 [REDACTED]
10 [REDACTED]

11 719. [REDACTED]
12 [REDACTED]
13 [REDACTED]
14 [REDACTED]
15 [REDACTED]⁵⁸⁰ [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 [REDACTED]⁵⁸¹

19 **D. The Misrepresentations Were an Essential Link to the Individual**
20 **Defendants' Re-Election to the Board and Causal Harm to Uber**

21 720. The essential link between the Proxy Statements' safety misstatements and the
22 harm to Uber is direct. Each Proxy Statement solicited votes to re-elect the Director Defendants
23 and to approve executive compensation tied to safety metrics. Each told stockholders that the
24 Board "maintains active oversight of safety through regular reporting" and that safety oversight is
25 "ingrained at the highest levels." The Director Defendants made these representations, among
26

27 ⁵⁷⁹ *Supra* note 347.

28 ⁵⁸⁰ *Supra* note 285.

⁵⁸¹ *Id.*

1 numerous others, after stockholders had pressed the Board on Uber's safety practices. In reliance
 2 on these representations, stockholders re-elected the Director Defendants at the 2024, 2025, and
 3 2026 annual meetings and approved the compensation described.

4 721. Once the Director Defendants were re-elected, corporate oversight and safety
 5 failures continued, with Uber's reports of sexual assaults and misconduct climbing to 546,420
 6 through 2024. In July 2025, the Compensation Committee approved PRSU payouts with "safety
 7 performance assumed at target," never verified against actual outcomes. Uber paid millions in
 8 safety-linked compensation on that basis. Meanwhile, the MDL and JCCP bellwether trials
 9 produced adverse verdicts, including the \$8.5 million Dean award. Uber has settled many more
 10 assault cases, and the claims of thousands of survivors remain pending. The costs of those
 11 settlements and the related defense expenses grow by the week. Uber has also suffered reputational
 12 damage among riders and the public. Each of these harms accrued during Board terms procured
 13 by the misleading Proxy Statements.

14 722. Had the Proxy Statements disclosed the truth, stockholders could have withheld
 15 their votes, replaced the directors, and rejected compensation premised on illusory safety progress.
 16 Instead, the misstatements preserved the Director Defendants' seats and compensation. Uber must
 17 now bear the damages awards and settlements paid to survivors, the defense costs of the remaining
 18 claims, and lasting reputational harm.

19 **III. THE PROXY STATEMENTS' FALSE AND MISLEADING STATEMENTS** 20 **CONCERNING DISCRIMINATION AGAINST DISABLED CUSTOMERS**

21 **A. The 2024, 2025, and 2026 Proxy Statements**

22 723. Again, all of the Proxy Statements represent that the Audit Committee carries out
 23 oversight responsibilities which include:

24 *[O]versees a variety of ethics and compliance matters and receives regular reports*
 25 *from the Chief Ethics, Compliance & Security Officer. These reports include*
 26 *updates on our compliance with applicable laws and regulations and our*
 27 *compliance framework and program development, including oversight of our*
 28 *systems and controls for ethical behavior and the prevention of bribery.*
Additionally, the Audit Committee is informed of and oversees the investigation and
follow-up (including disciplinary action) of any instances of material non-
compliance, including violations of Uber's Business Conduct Guide. This
oversight includes the review of any ongoing examinations by regulatory

1 *authorities and the Company’s response. The Audit Committee regularly briefs the*
 2 *entire Board on these matters.*⁵⁸²

3 724. A number of the statements in the foregoing were materially false and misleading.

4 725. *First*, the Proxy Statements represent that the Audit Committee receives reports on
 5 the Company’s “compliance with applicable laws and regulations,” and “oversees the investigation
 6 and follow-up (including disciplinary action) of any instances of material non-compliance . . .
 7 includ[ing] the review of any ongoing examinations by regulatory authorities and the Company’s
 8 response.”⁵⁸³ This is materially false and misleading.

9 726. As discussed *supra* at ¶¶547–53, the compliance obligations created by the
 10 Company’s 2022 DOJ Settlement were still in effect at the time of the Proxy Statements. Thus, it
 11 would be reasonable to expect the Audit Committee to be carrying out the oversight promised in
 12 the Proxy Statements.

13 727. Yet, [REDACTED]
 14 [REDACTED]
 15 [REDACTED]
 16 [REDACTED]⁵⁸⁴ (ii) proxy
 17 statements representing a purported and hollow commitment to “champion” equity, fairness, and
 18 accessibility; and [REDACTED]

19 [REDACTED]
 20 [REDACTED]⁵⁸⁵

21 728. Thus, it is reasonable to infer that the Audit Committee failed entirely to
 22 meaningfully address ADA compliance despite its knowledge of the issues and the Proxy
 23 Statements’ promise that the Audit Committee would “oversee[] the investigation and follow-up
 24

25 ⁵⁸² 2024 Proxy Statement, *supra* note 24, at 11 (emphasis added); 2025 Proxy Statement,
 26 *supra* note 24, at 10 (emphasis added); 2026 Proxy Statement, *supra* note 16, at 12 (emphasis
 added).

27 ⁵⁸³ *Id.*

28 ⁵⁸⁴ *See* UberB&R0003519.

⁵⁸⁵ UberB&R0003525 at ’3527; UberB&R0003537.

(including disciplinary action) of any instances of material non-compliance . . . includ[ing] the review of any ongoing examinations by regulatory authorities and the Company’s response.”⁵⁸⁶

729. As such, these assurances in the Proxy Statements are materially false and misleading.

730. *Second*, the Proxy Statements’ assertion that “[t]he Audit Committee *regularly* briefs the entire Board on these matters” ⁵⁸⁷ is materially false and misleading.

731. [REDACTED]

[REDACTED] Thus, it is reasonable to infer that the Audit Committee not only failed to “*regularly* brief[] the entire Board” as the Proxy Statements promised, [REDACTED]

[REDACTED] rendering the Proxy Statements materially false and misleading.

B. The Misrepresentations Resulted in the Individual Defendants’ Re-Election to the Board and Causal Harm to Uber

732. The essential link between the Proxy Statements’ ADA misstatements and the harm to Uber is direct. Each Proxy Statement solicited the re-election of the Director Defendants and approval of executive compensation. Each assured stockholders that the Audit Committee reviews “ongoing examinations by regulatory authorities” and “regularly briefs the entire Board.” When the 2024 and 2025 Proxy Statements were issued, Uber remained bound by its 2022 DOJ Settlement and received thousands of disability complaints annually. [REDACTED]

733. Once the Director Defendants were re-elected, Uber’s systemic ADA violations continued unabated. No Director Defendant demanded data on service-animal refusals or wheelchair-accessible vehicle availability, and none demanded remedial action of any kind. On

⁵⁸⁶ 2024 Proxy Statement, *supra* note 24, at 11 (emphasis added); 2025 Proxy Statement, *supra* note 24, at 10 (emphasis added); 2026 Proxy Statement, *supra* note 16, at 12 (emphasis added).

⁵⁸⁷ *Id.*

September 11, 2025, the DOJ filed the 2025 DOJ Action. That action seeks \$125 million in damages for aggrieved riders, civil penalties, and court-ordered training and monitoring. On March 5, 2026, this Court denied Uber’s motion to dismiss in its entirety. The 2026 Proxy Statement repeated the same assurances while the action was pending, and stockholders re-elected the Director Defendants again. Each of these events occurred during Board terms procured by the misleading Proxy Statements.

734. Had the Proxy Statements disclosed the truth, stockholders could have withheld their votes, replaced the directors, and rejected the compensation requested. Instead, the misstatements preserved the Director Defendants’ seats and compensation. Uber must now bear nine-figure damages and penalty exposure, mounting defense costs, and reputational harm.

IV. THE PROXY STATEMENTS’ FALSE AND MISLEADING STATEMENTS CONCERNING THE COMPANY’S DECEPTIVE PRACTICES ASSOCIATED WITH ITS UBER ONE SUBSCRIPTION SERVICE

A. The 2024, 2025, and 2026 Proxy Statements

735. Again, all of the Proxy Statements represent that the Audit Committee carries out oversight responsibilities which include:

*[O]versees a variety of ethics and compliance matters and receives regular reports from the Chief Ethics, Compliance & Security Officer. These reports include updates on our compliance with applicable laws and regulations and our compliance framework and program development, including oversight of our systems and controls for ethical behavior and the prevention of bribery. Additionally, the Audit Committee is informed of and oversees the investigation and follow-up (including disciplinary action) of any instances of material non-compliance, including violations of Uber’s Business Conduct Guide. This oversight includes the review of any ongoing examinations by regulatory authorities and the Company’s response. The Audit Committee regularly briefs the entire Board on these matters.*⁵⁸⁸

736. A number of the statements in the foregoing were materially false and misleading.

737. First, the Proxy Statements represent that the Audit Committee receives reports on the Company’s “compliance with applicable laws and regulations,” and “oversees the investigation and follow-up (including disciplinary action) of any instances of material non-compliance . . .

⁵⁸⁸ *Id.*

1 includ[ing] the review of any ongoing examinations by regulatory authorities and the Company's
2 response.”⁵⁸⁹ This is materially false and misleading.

3 738. As discussed *supra* at ¶¶589–99, for years the Company faced regulatory and legal
4 challenges to its business practices resulting in harm to the Company, including (i) agreeing to pay
5 \$20 million in 2017 to resolve charges by the FTC of deceptive driver recruitment,⁵⁹⁰ (ii) a 2017
6 settlement with the FTC following allegations that Uber had deceived consumers by failing to
7 honor its obligations concerning consumer privacy and data security,⁵⁹¹ and (iii) agreeing to pay
8 A\$21 million in 2022 to resolve charges by the ACCC of misleading consumers about
9 cancellation.⁵⁹²

10 739. Despite numerous previous run-ins with regulatory authorities, Uber continued its
11 deceptive consumer practices through its Uber One subscription service.

12 740. Beginning as early as 2024, the issues with the Company's practices with regard to
13 Uber One garnered publicity. Consumer advocacy columns and press reports documented a
14 sustained pattern of Uber One billing problems and a February 2024 consumer advocacy column
15 was titled “I Never Ordered Uber One. Please Help Me Get My Money Back!”⁵⁹³ A December
16 2024 travel column described a reader whose attempt to cancel Uber One produced a \$99 annual
17 overcharge.⁵⁹⁴

18 741. Moreover, Uber was aware and had knowledge of the ongoing issues as its own
19 internal documents raised them. In August 2023, an Uber employee wrote of the in-app
20

21 ⁵⁸⁹ *Id.*

22 ⁵⁹⁰ *See supra* ¶¶589–90.

23 ⁵⁹¹ *See supra* ¶¶591–94.

24 ⁵⁹² *See supra* ¶¶597–99.

25 ⁵⁹³ *I Never Ordered Uber One. Please Help Me Get My Money Back!*, Elliott Report (Feb. 2024), <https://www.elliott.org/problem-solved/i-never-ordered-uber-one-please-help-me-get-my-money-back/>.

26 ⁵⁹⁴ *Travel Troubleshooter: Cancelling an Uber One Membership Leads to a \$99 Overcharge*, Mercury News (Dec. 16, 2024), <https://www.mercurynews.com/2024/12/16/travel-troubleshooter-cancelling-an-uber-one-membership-leads-to-a-99-overcharge/>; *Cancelling an Uber One Membership Leads to a \$99 Overcharge*, BOS. GLOB. (Dec. 12, 2024), <https://www.bostonglobe.com/2024/12/12/lifestyle/travel-troubleshooter-uber-one-membership-overcharge/>.

1 cancellation screen: “My concern about this is regarding the message shown in the screen that says
 2 ‘contact support to cancel’ and we might not be able to do so if the payment is pending.”⁵⁹⁵ A
 3 November 2023 internal document acknowledged that Uber’s policy of blocking in-app
 4 cancellation within 48 hours of the billing date “[r]esults in customer frustration due to lack of
 5 transparency and high contact rate,” and that “Users are confused and reach out to Support.”⁵⁹⁶
 6 Uber’s internal testing in January 2023 examined the actual lifetime savings of users who tried to
 7 cancel, and “[m]any consumers do not actually save \$25 a month by using Uber One.” Uber’s
 8 research showed that 85% of consumers who wanted to cancel Uber One would not keep it even
 9 at a price of one dollar.⁵⁹⁷

10 742. Thus, well before the FTC action commenced, Uber knew of the issues.

11 743. Then, Uber received the FTC Letter in September 2024, indicating it was under
 12 investigation for its deceptive practices with Uber One.

13 744. Yet, despite all of the above, the Audit Committee sat on its hands, taking no action
 14 to address the issues with Uber One, in direct contradiction of the Proxy Statements’ reassurance
 15 that the Audit Committee “oversees the investigation and follow-up (including disciplinary action)
 16 of any instances of material non-compliance . . . includ[ing] the review of any ongoing
 17 examinations by regulatory authorities and the Company’s response.”⁵⁹⁸

18 745. [REDACTED]
 19 [REDACTED]
 20 [REDACTED]
 21 [REDACTED]
 22 [REDACTED]

25 ⁵⁹⁵ FTC Complaint ¶62.

26 ⁵⁹⁶ *Id.* at ¶76.

27 ⁵⁹⁷ *Id.*

28 ⁵⁹⁸ 2024 Proxy Statement, *supra* note 24, at 11 (emphasis added); 2025 Proxy Statement, *supra* note 24, at 10 (emphasis added); 2026 Proxy Statement, *supra* note 16, at 12 (emphasis added).

746. Thus, it is reasonable to infer that the Audit Committee failed entirely to meaningfully address the issues, rendering the Proxy Statements’ assurance that the Audit Committee would “oversee[] the investigation and follow-up (including disciplinary action) of any instances of material non-compliance . . . includ[ing] the review of any ongoing examinations by regulatory authorities and the Company’s response”⁵⁹⁹ false and misleading.

747. *Second*, the Proxy Statements’ assertion that “[t]he Audit Committee *regularly* briefs the entire Board on these matters”⁶⁰⁰ is materially false and misleading.

748. [REDACTED]

749. Thus, not only did the Audit Committee fail to “*regularly* brief[] the entire Board” as the Proxy Statements promised, [REDACTED]

[REDACTED] This renders the Proxy Statements materially false and misleading.

750. Moreover, the 2025 Proxy Statement and the 2026 Proxy Statement contain materially false and misleading statements boasting of Uber One’s success with user growth and customer retention.

751. The 2025 Proxy Statement contains a letter to stockholders from the Company’s Compensation Committee which touts Uber One’s success, stating:

*[O]ur Uber One member base reached 30 million, up approximately 60% year-over-year, through improved retention and increased value for our users.*⁶⁰¹

⁵⁹⁹ *Id.*

⁶⁰⁰ *Id.*

⁶⁰¹ 2025 Proxy Statement, *supra* note 24, at 32 (emphasis added).

1 752. And the 2026 Proxy Statement similarly touts Uber One’s success, boasting that
 2 Uber One:

3 *Reached 46 million members, growing +55% year-over-year, with Uber One now*
 4 *live in 47 countries.*⁶⁰²

5 753. These statements regarding Uber One’s user growth and ability to retain those users
 6 are materially false and misleading.

7 754. As detailed *supra* at ¶¶600–28, Uber knew that it utilized deceptive practices to
 8 sign up its customers for Uber One and prevent them from cancelling the subscription, and knew
 9 that these deceptive practices were the source of its positive user growth and retention.

10 755. Indeed, these statements were made following the Company’s receipt of the FTC
 11 Letter and shortly prior to or in the midst of the FTC Action. Per the FTC, Uber One’s user
 12 retention was due to Uber’s practice of deceptively enrolling and charging users for Uber One
 13 without their consent and then failing “to provide a simple method to cancel Uber One, employing
 14 a series of obstacles that compound to deter and prevent consumers from stopping recurring
 15 charges.”⁶⁰³

16 756. Uber knew that year-over-year increase in Uber One customers and positive
 17 customer retention numbers were not due to any increase in value to its users, as “Uber[’s] internal
 18 testing revealed that only 15% of cancelling consumers were willing to retain their Uber One
 19 membership even when their price was dropped to \$1, indicating that 85% of cancelling consumers
 20 wouldn’t even be willing to pay \$1 to keep their Uber One membership benefits.”⁶⁰⁴

21 757. Yet, despite its knowledge that its deceptive practices were the source of its positive
 22 user growth and retention, the Company touted these successes in the 2025 and 2026 Proxy
 23 Statements, materially misleading stockholders.

26 ⁶⁰² 2026 Proxy Statement, *supra* note 16, at 8 (emphasis added).

27 ⁶⁰³ Second Amended Complaint, *FTC v. Uber Techs. Inc.*, No. 4:25-cv-03477-JST (N.D. Cal.,
 28 May 4, 2026), ECF No. 199 ¶5.

⁶⁰⁴ *Id.* ¶89.

B. The Misrepresentations Resulted in the Individual Defendants' Re-Election to the Board and Causal Harm to Uber

758. The essential link between the Proxy Statements' Uber One misstatements and the harm to Uber is direct. Each Proxy Statement sought the re-election of the Director Defendants and approval of executive compensation. Each represented that the Audit Committee oversees "material non-compliance" and reviews "ongoing examinations by regulatory authorities." The 2025 and 2026 Proxy Statements also touted Uber One's growth and "improved retention" as proof of management's performance. Those Proxy Statements concealed, however, that Uber One relied on deceptive enrollment and cancellation practices. Those practices had already drawn prior regulatory action and the September 2024 FTC Letter. That concealment rendered the statements about Uber One's growth materially misleading. The Director Defendants also concealed that they had engaged in no compliance or risk oversight of Uber One despite that regulatory scrutiny. In reliance on these representations, stockholders re-elected the Director Defendants and approved compensation that rewarded Uber One's growth. Those votes were the essential link to the harm Uber sustained.

759. Once the Director Defendants were re-elected, Uber's deceptive consumer practices continued. In fact, the Company continued those practices, and promoted Uber One more aggressively, even after the FTC filed the FTC Action on April 21, 2025. On December 15, 2025, twenty-one states and the District of Columbia joined the FTC's amended complaint and added civil penalty claims. On April 10, 2026, the court sustained nearly every claim, including the knowledge allegations supporting civil penalties. Each of these events occurred during Board terms procured by the misleading Proxy Statements.

760. Had the Proxy Statements disclosed the truth, stockholders could have withheld their votes, replaced the directors, and rejected compensation premised on illusory Uber One growth. Instead, the misstatements preserved the Director Defendants' seats and compensation. Uber must now bear defense costs and reputational harm. It also faces billions in potential penalties, restitution to tens of millions of subscribers, and a third FTC consent order.

1 **V. THE MATERIALLY FALSE AND MISLEADING STATEMENTS DEPRIVED**
2 **UBER STOCKHOLDERS OF MATERIAL INFORMATION IN ELECTING**
3 **DIRECTORS AND APPROVING COMPENSATION**

4 761. Each of the respective Proxy Statements was issued in anticipation of the annual
5 meeting of shareholders to be held that year. Each of the Proxy Statements and their respective
6 annual shareholder meetings asked the Company's stockholders, among other things, to elect
7 directors to the Board and to participate in an advisory vote on executive compensation.

8 762. The materially false and misleading Proxy Statements induced shareholders to vote
9 in accord with the Board's recommendations with respect to the election of directors to the Board
10 and executive compensation.

11 **DERIVATIVE ALLEGATIONS**

12 763. Plaintiffs bring this action derivatively in the right of, and for the benefit of, Uber
13 to redress the breaches of fiduciary duty and other violations of law committed by the Individual
14 Defendants, as alleged herein.

15 764. Plaintiffs will adequately and fairly represent the interests of Uber and its
16 shareholders in enforcing and prosecuting the Company's rights, and Plaintiffs have retained
17 counsel experienced in prosecuting this type of derivative action. Plaintiffs have continuously
18 held Uber stock at all relevant times and will continue to hold Uber stock through the resolution
19 of this action.

20 765. Plaintiffs have not made a pre-suit demand on the Board to assert the claims set
21 forth herein against the Individual Defendants because such a demand would have been futile, and
22 is thereby excused, since the allegations herein, at minimum, permit the inference that the Board
23 lacks the requisite disinterest to determine fairly whether these claims should be pursued.

24 766. In preparing to file this action, Plaintiffs conducted a thorough investigation,
25 including by inspecting internal books and records under Section 220 of the Delaware General
26 Corporation Law. As a result, Plaintiffs have adequately informed themselves as to the merits and
27 as to whether making a demand on the Board would be futile.
28

1 767. Plaintiffs made their Section 220 demands on October 16, 2025, March 17, 2026,
2 April 10, 2026, and June 9, 2026, respectively. [REDACTED]

3 [REDACTED]
4 768. As explained herein, demand is futile because a majority of the Board faces a
5 substantial likelihood of liability due to their failure to provide adequate oversight and respond to
6 red flags to prevent and remedy: (1) consumer protection violations in general, and pervasive
7 safety failures in particular; and (2) false and misleading statements in violation of federal and
8 state securities laws.

9 **DEMAND FUTILITY ALLEGATIONS**

10 769. A demand on the Board to bring the claims asserted herein would be a futile and
11 useless act because there is a reasonable doubt that a majority of the current 10-member Board is
12 capable of making an independent and disinterested decision about whether to institute and
13 vigorously prosecute this action.

14 770. All 10 members of the Board received reports concerning Uber's: (1) consumer
15 protection violations in general, and pervasive safety failures in particular; and (2) false and
16 misleading statements in violation of federal and state securities laws. However, the Director
17 Defendants failed to take any meaningful remedial action in response to red flags and did not
18 exercise effective oversight or take steps to remedy or try to prevent this wrongdoing. Instead, the
19 Director Defendants affirmatively prioritized keeping drivers on Uber's platform over passenger
20 safety.

21 771. As a result, the Director Defendants have condoned illegal conduct by Uber, and
22 that "ostrich-like" behavior constitutes a bad-faith breach of their fiduciary duties to the Company.
23 By breaching their fiduciary duties, these Director Defendants face a substantial likelihood of
24 liability. That substantial likelihood of liability makes at least half of these Director Defendants
25 interested and not independent for purposes of assessing a demand for litigation against them or
26 the Officer Defendants, who are alleged to have engaged in the same misconduct. As a result,
27 making a demand on these Director Defendants is futile.
28

772. [REDACTED]

⁶⁰⁵ [REDACTED]

⁶⁰⁶ [REDACTED]

773. [REDACTED]

⁶⁰⁷ [REDACTED]

⁶⁰⁸ [REDACTED]

⁶⁰⁹ [REDACTED]

⁶¹⁰ [REDACTED]

⁶¹¹ [REDACTED]

⁶⁰⁵ *Supra* note 285.

⁶⁰⁶ *Id.*

⁶⁰⁷ *Supra* note 300, at '2164.

⁶⁰⁸ UberB&R0002203 at '2225 [REDACTED]

[REDACTED] UberB&R0002227 at '2238

UberB&R0002239 at '2253 [REDACTED]

⁶⁰⁹ UberB&R0002272 at '2277 [REDACTED]

[REDACTED] *see also* UberB&R0002227 at '2233 [REDACTED]

⁶¹⁰ UberB&R0002283 at '2290 [REDACTED]

⁶¹¹ UberB&R0002239 at '2242.

1 [REDACTED] 612 [REDACTED]
2 [REDACTED] 613 [REDACTED]
3 [REDACTED] 614 [REDACTED] 615
4 [REDACTED]
5 774. [REDACTED]
6 [REDACTED]
7 [REDACTED]
8 [REDACTED]
9 [REDACTED] 616 [REDACTED]
10 [REDACTED]
11 [REDACTED]
12 [REDACTED]
13 [REDACTED]
14 [REDACTED] 617
15 775. [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 [REDACTED]
19 [REDACTED] 618
20
21 612 UberB&R0002239 at '2252 (Feb. 7, 2022); UberB&R0002272 at '2275 (May 9, 2022);
22 UberB&R0002254 at '2259 (July 18, 2022); UberB&R0002268 at '2269 (Nov. 7, 2022);
23 UberB&R0002283 at '2287 (Feb. 6, 2023); UberB&R0002294 at '2300 (May 8, 2023);
24 UberB&R0002301 at '2303-04 (July 17, 2023); UberB&R0002305 at '2311 (Oct. 30, 2023).
25 613 UberB&R0002305 at '2310.
26 614 UBER-STEAMFITTERS-0003617 at '3624.
27 615 UBER-STEAMFITTERS-0003617 at '3624.
28 616 UberB&R0002364 at '2383 [REDACTED]
617 UberB&R0003224 at '3225-27 [REDACTED]
618 *See, e.g.,* UberB&R0001560, at '1569-78 [REDACTED]
UberB&R0001636 [REDACTED]

1 776. [REDACTED]

2 [REDACTED]

3 [REDACTED]⁶¹⁹ and made numerous public
 4 statements about Uber’s commitment to safety that were contradicted by the Company’s own
 5 internal records.⁶²⁰ Khosrowshahi also testified on July 1, 2025 that he had attended safety
 6 advisory board meetings, consisting of “experts on issues involving sexual assault and other safety
 7 matters.”⁶²¹ During that testimony, he was also shown and questioned about presentations from
 8 2022–2023 showing that the number of reported incidents of sexual assault and sexual misconduct
 9 increased between the two years.⁶²² Neither this testimony nor its subject matter appears in the
 10 Board materials produced thereafter.

11 777. All 10 Director Defendants also face a substantial likelihood of liability for causing
 12 Uber to disseminate materially false and misleading proxy statements in violation of Section 14(a)
 13 of the Exchange Act and SEC Rule 14a-9. The internal books and records and revelations from
 14 other lawsuits reveal the magnitude of the gap between Uber’s public safety representations and
 15 the reality of the Board’s oversight: while the proxy statements told shareholders that “[s]afety
 16 oversight is ingrained at the highest levels of our organization” and that the Board “maintains
 17 active oversight of safety through regular reporting,”⁶²³ [REDACTED]

18 [REDACTED]

19 [REDACTED]⁶²⁴

20

21

22 ⁶¹⁹ See UberB&R0003224 at ’3225–27.

23 ⁶²⁰ Joe Duhownik, *CEO tight-lipped in Uber sexual assault deposition*, COURTHOUSE NEWS
 24 SERVICE (Jan. 23, 2026), [https://www.courthousenews.com/ceo-tight-lipped-in-uber-sexual-](https://www.courthousenews.com/ceo-tight-lipped-in-uber-sexual-assault-deposition/)
 25 [assault-deposition/](https://www.courthousenews.com/ceo-tight-lipped-in-uber-sexual-assault-deposition/); Drumwright Trial Tr. 347:01–350:21.

26 ⁶²¹ MDL Pls. Ct. Ex. 13A at 5 (Khosrowshahi Dep. 58:03–08).

27 ⁶²² *Id.* at 6–7.

28 ⁶²³ 2026 Proxy Statement, *supra* note 16, at 13–14.

⁶²⁴ UberB&R0003326 at ’3359 [REDACTED] UberB&R-
 0003246 at ’3252 [REDACTED]

778. Additionally, the Director Defendants received fees and compensation for their Board service—compensation secured through re-election votes obtained through the materially false and misleading proxy statements alleged herein. Making a demand on these Director Defendants is therefore futile and excused.

COUNT I
Breach of Fiduciary Duty
Against the Individual Defendants

779. Plaintiffs repeat and reallege each and every allegation above as if set forth in full herein.

780. As directors and officers of Uber, the Individual Defendants owed the Company the utmost fiduciary duties of care and loyalty. The Individual Defendants were required to: (i) use their ability to control and manage Uber in a fair, just, and equitable manner, and (ii) act in furtherance of the best interests of the Company.

781. As detailed above, the Individual Defendants breached their fiduciary duties by permitting Uber, its directors, and officers to violate federal and state consumer protection and securities laws, as well as Uber's own policies and guidelines.

782. By reason of the foregoing acts, practices, and courses of conduct, the Individual Defendants have failed to lawfully discharge their fiduciary obligations toward the Company.

783. As a direct and proximate result of the Individual Defendants' breaches of fiduciary duty, the Company has been harmed. The Company is therefore entitled to damages and any other appropriate relief for the Individual Defendants' breaches of fiduciary duty.

COUNT II
Corporate Waste
Against the Individual Defendants

784. Plaintiffs repeat and reallege each and every allegation above as if set forth in full herein.

785. While causing Uber to violate the law, the Individual Defendants paid themselves substantial compensation through employment agreements, incentive plans, and stock grants, resulting in the waste of valuable Company assets.

786. As a direct and proximate result of the Individual Defendants' waste of corporate assets, the Company has been harmed. The Company is therefore entitled to damages and any other appropriate relief arising from that waste.

COUNT III
Unjust Enrichment
Against The Individual Defendants

787. Plaintiffs repeat and reallege each and every allegation above as if set forth in full herein.

788. As alleged in detail above, by reason of the Individual Defendants' wrongful conduct, the Individual Defendants received improper and valuable benefits, at the Company's expense. The Individual Defendants have benefited from the receipt of compensation plans, payments, and stock grants approved and/or received by the Individual Defendants. The Individual Defendants were—and continue to be—the direct recipients of the improper and valuable benefits resulting from their wrongful conduct. The Company was inadequately compensated for these payments and stock sale proceeds.

789. As a direct and proximate result of the Individual Defendants' unjust enrichment, the Company has been harmed. The Company is therefore entitled to damages and any other appropriate relief.

790. Under these circumstances, it would be unconscionable to permit the Individual Defendants to retain the improper benefits resulting from their wrongful conduct.

COUNT IV
Violation of Section 14(a) of the Exchange Act
Against The Director Defendants

791. Plaintiffs repeat and reallege each and every allegation above as if set forth in full herein.

792. SEC Rule 14a-9, 17 C.F.R. § 240.14a-9, promulgated pursuant to Section 14(a) of the Exchange Act, provides:

793. No solicitation subject to this regulation shall be made by means of any proxy statement, form of proxy, notice of meeting or other communication, written or oral, containing any statement which, at the time and in the light of the circumstances under which it is made, is

1 false or misleading with respect to any material fact, or which omits to state any material fact
2 necessary in order to make the statements therein not false or misleading or necessary to correct
3 any statement in any earlier communication with respect to the solicitation of a proxy for the same
4 meeting or subject matter which has become false or misleading.

5 794. The Director Defendants caused Uber to disseminate the false and misleading
6 Proxy Statements. Each of the Proxy Statements solicited stockholder votes to elect or re-elect the
7 Director Defendants and to approve the compensation of the Company's executive officers,
8 including the Officer Defendants. As alleged above, the Proxy Statements were materially false
9 and misleading with respect to representations concerning safety, the Company's compliance with
10 the ADA and its treatment of disabled passengers, Uber One and its growth, and the Board's
11 oversight of these issues.

12 795. The Director Defendants disseminated the false and misleading Proxy Statements,
13 which contained statements that, in light of the circumstances under which they were made, were
14 false and misleading with respect to material facts, and which omitted to state material facts
15 necessary to make the statements therein not materially misleading, in violation of Section 14(a)
16 of the Exchange Act and Rule 14a-9.

17 796. The Proxy Statements were prepared, reviewed, and/or disseminated by the
18 Director Defendants. By virtue of their positions within the Company, including the reports and
19 presentations they received as members of the Board and its committees, the Director Defendants
20 were aware of the true facts concerning safety, the Company's compliance with the ADA and its
21 treatment of disabled passengers, Uber One and its growth, and the Board's oversight of these
22 issues, as well as their duty to disclose accurate information in the Proxy Statements.

23 797. The Director Defendants were at least negligent in filing the Proxy Statements with
24 these materially false and misleading statements.

25 798. The omissions and false and misleading statements in the Proxy Statements are
26 material in that a reasonable stockholder would consider them important in deciding whether to
27 elect or re-elect the Company's directors and whether to approve the compensation of the
28 Company's executive officers. In addition, a reasonable investor will view a full and accurate

disclosure as significantly altering the total mix of information made available in the Proxy Statements and in other information reasonably available to stockholders.

799. By reason of the foregoing, the Director Defendants violated Section 14(a) of the Exchange Act and Rule 14a-9 promulgated thereunder.

800. The Proxy Statements were an essential link in the re-election of the Director Defendants, the stockholders' approval of the executive compensation described above, and harm to Uber. As a direct and proximate result of the Director Defendants' violations of Section 14(a), the Company was damaged.

COUNT V
Violation of Section 29(b) of the Exchange Act
Against The Director Defendants

801. Plaintiffs repeat and reallege each and every allegation above as if set forth in full herein.

802. Each Director Defendants received compensation through compensation plans, payments, and stock grants approved and/or received by the Director Defendants while engaging in conduct that violates Section 14(a) of the Exchange Act. The foregoing benefits received by the Director Defendants should be rescinded under Section 29(b) of the Exchange Act because these Defendants violated Section 14(a) by issuing false and misleading reports to the Company's shareholders regarding the nature of, and responsibility for, violations of federal and state law and regulations and the Company's own policies and procedures.

803. All of the benefits and/or payments the Director Defendants received are therefore voidable by Uber under Section 29(b) of the Exchange Act.

PRAYER FOR RELIEF

804. WHEREFORE, Plaintiffs demand judgment as follows:

805. Declaring that Plaintiffs may maintain this derivative action on behalf of Uber and that Plaintiffs are proper and adequate representatives of the Company;

806. Declaring that the Individual Defendants have breached their fiduciary duties of care and loyalty to Uber;

807. Determining and awarding to Uber the damages sustained by it as a result of the breaches of fiduciary duty and other claims set forth above from each of the Individual Defendants, jointly and severally;

808. Awarding to Uber restitution from the Individual Defendants and ordering disgorgement of all profits, benefits, and other compensation obtained by them, including all profits, special benefits, and unjust enrichment they have obtained as a result of their unlawful conduct, payment of incentive compensation (whether in the form of cash bonuses, stock awards, or stock option grants), and common stock sale proceeds;

809. Directing Uber to take all necessary actions to reform and improve its corporate governance and internal procedures, to enable the Company to comply with the Company's existing governance obligations and all applicable laws, and to protect the Company and its stockholders from a recurrence of the damaging events described herein, including, but not limited to, the following specific relief:

810. improving measures to prevent and remedy practices in violation of federal and state consumer protection and securities laws as well as Uber's own internal policies and guidelines; and

811. requiring the Company to implement additional audit, compliance, and internal control procedures;

812. Awarding to Plaintiffs the costs and disbursements of the action, including reasonable attorneys' fees, accountants' and experts' fees, costs, and expenses;

813. Awarding pre- and post-judgment interest; and

814. Granting such other and further relief as the Court deems just and equitable.

JURY DEMAND

815. Plaintiffs demand a trial by jury.

Dated: October 13, 2026

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VERIFICATION

I, Ronald King, Esq., do hereby declare:

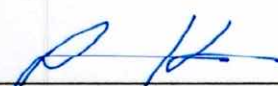
1. I am the General Counsel for the Police and Fire Retirement System of the City of Detroit ("Detroit"), located in Detroit, Michigan, and am duly authorized to act on behalf of Detroit.

2. Detroit is a derivative plaintiff in the above-titled action. I verify that I have reviewed the Verified Consolidated Stockholder Derivative Complaint (the "Complaint"), to be filed in this action and that the facts stated in the Complaint, as they concern Detroit, are true to my personal knowledge. I believe the facts pleaded in the Complaint on information and belief or investigation of counsel are true.

3. Detroit has not received, been promised or offered, and will not accept any form of compensation, directly or indirectly, for prosecuting this action or serving as a representative party in this action except: (i) such fees, costs, or other payments as the Court expressly approves to be paid to Detroit; or (ii) reimbursement, by its attorneys, of actual and reasonable out-of-pocket expenditures incurred directly in connection with the prosecution of this action.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on the 8th day of October, 2026.



RONALD KING, ESQ., GENERAL COUNSEL
POLICE AND FIRE RETIREMENT
SYSTEM OF THE CITY OF DETROIT
Detroit, Michigan

VERIFICATION

I, Steven B. Grant, do hereby declare:

1. I am the Secretary of the Board of the Boynton Beach General Employees' Pension Plan ("Boynton Beach"), located in Boynton Beach, Florida, and am duly authorized to act on behalf of Boynton Beach.
2. Boynton Beach is a derivative plaintiff in the above-titled action. I verify that I have reviewed the Verified Consolidated Stockholder Derivative Complaint (the "Consolidated Complaint"), to be filed in this action and that the facts stated in the Consolidated Complaint, as they concern Boynton Beach, are true to my personal knowledge. I believe the facts pleaded in the Consolidated Complaint on information and belief or investigation of counsel are true.
3. Boynton Beach has not received, been promised or offered, and will not accept any form of compensation, directly or indirectly, for prosecuting this action or serving as a representative party in this action except: (i) such fees, costs, or other payments as the Court expressly approves to be paid to Boynton Beach; or (ii) reimbursement, by its attorneys, of actual and reasonable out-of-pocket expenditures incurred directly in connection with the prosecution of this action.

4. I declare under penalty of perjury that the foregoing is true and correct.

Executed on the 13 day of October, 2026.



Steven B. Grant
City of Boynton Beach
General Employees' Pension Plan

VERIFICATION

I, Osey “Skip” McGee Jr., do hereby declare:

1. I am the Executive Director of the Board of Trustees, Louisiana Sheriffs’ Pension & Relief Fund (“LA Sheriffs”), located in Baton Rouge, Louisiana, and am duly authorized to act on behalf of LA Sheriffs.

2. LA Sheriffs is a derivative plaintiff in the above-titled action. I verify that I have reviewed the Verified Consolidated Stockholder Derivative Complaint (the “Consolidated Complaint”), to be filed in this action, together with my general counsel, and that the facts stated in the Consolidated Complaint and related to me by my securities counsel, Bernstein Litowitz Berger & Grossmann LLP, et al., as they concern LA Sheriffs, are true and correct to my personal knowledge and belief. I believe the facts pleaded in the Consolidated Complaint on information and belief or investigation of my securities counsel as related to me are true and correct to the best of my knowledge and belief.

3. LA Sheriffs has not received, been promised or offered, and will not accept any form of compensation, directly or indirectly, for prosecuting this action or serving as a representative party in this action except: (i) such fees, costs, or other payments as the Court expressly approves to be paid to LA Sheriffs; or (ii) reimbursement, by its attorneys, of actual and reasonable out-of-pocket expenditures incurred directly in connection with the prosecution of this action.

Executed on the 13th day of Oct., 2026.



Osey "Skip" McGee Jr.
Louisiana Sheriffs' Pension
& Relief Fund

VERIFICATION

I, James Harding, do hereby declare:

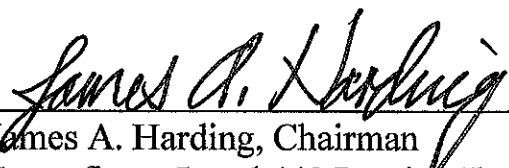
1. I am the Chairman of the Steamfitters Local 449 Pension Fund (“Steamfitters”), located in Harmony, Pennsylvania, and am duly authorized to act on behalf of Steamfitters.

2. Steamfitters is a derivative plaintiff in the above-titled action. I verify that I have reviewed the Verified Consolidated Stockholder Derivative Complaint (the “Consolidated Complaint”), to be filed in this action and that the facts stated in the Consolidated Complaint, as they concern Steamfitters, are true to my personal knowledge. I believe the facts pleaded in the Consolidated Complaint on information and belief or investigation of counsel are true.

3. Steamfitters has not received, been promised or offered, and will not accept any form of compensation, directly or indirectly, for prosecuting this action or serving as a representative party in this action except: (i) such fees, costs, or other payments as the Court expressly approves to be paid to Steamfitters; or (ii) reimbursement, by its attorneys, of actual and reasonable out-of-pocket expenditures incurred directly in connection with the prosecution of this action.

4. I declare under penalty of perjury that the foregoing is true and correct.

Executed on the 8th day of October, 2026.


James A. Harding, Chairman
Steamfitters Local 449 Pension Fund