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ENDORSED
FILED
Superior Court of California
County of San Francisco

APR 07 2016

CLERK OF THE COURT

BY: S. K. Kim
Deputy Clerk

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15 *Attorneys for Plaintiff,*
16 The People of the State of California

17 SUPERIOR COURT OF THE STATE OF CALIFORNIA
18 CITY AND COUNTY OF SAN FRANCISCO
19 UNLIMITED JURISDICTION

20 THE PEOPLE OF THE STATE OF
CALIFORNIA,

21 Plaintiff,

22 vs.

23 UBER TECHNOLOGIES, INC., a Delaware
24 Corporation; RASIER, LLC, a Delaware
25 Limited Liability Company; RASIER-CA,
LLC, a Delaware Limited Liability Company,

26 Defendants.
27

Case No. CGC-14-543120

**STIPULATED JUDGMENT AND
PERMANENT INJUNCTION**

1 Plaintiff, the People of the State of California, by and through George Gascón, District
2 Attorney for the City and County of San Francisco and Jackie Lacey, District Attorney for the
3 County of Los Angeles, and Defendants Uber Technologies, Inc., Rasier, LLC, and Rasier-CA,
4 LLC (hereinafter “Defendants”), having stipulated to entry of this Stipulated Final Judgment and
5 Permanent Injunction (hereinafter “Stipulated Judgment”) without the taking of proof and without
6 this judgment constituting evidence of or an admission by any party regarding any issue of law or
7 fact alleged in the First Amended Complaint, all parties having waived the right to appeal, and
8 good cause appearing,

9 IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

10 1. The Court has jurisdiction of the parties hereto and the subject matter hereof.

11 2. The District Attorneys for the City and County of San Francisco and the County of
12 Los Angeles have the authority, and have exercised the authority, under the laws of the State of
13 California to maintain this action in the name of the People of the State of California concerning
14 the conduct alleged in the First Amended Complaint.

15 3. This Stipulated Judgment entered into by the parties has been reviewed by the
16 Court, and the Court finds that it has been entered into in good faith and is in all respects just,
17 reasonable, equitable, and adequate.

18 PERMANENT INJUNCTION

19 4. The injunctive provisions of this Stipulated Judgment shall be applicable to
20 Defendants as well as their subsidiaries, their successors and the assigns of all or substantially all
21 the assets of their businesses; their directors, officers, employees, and agents; and to all persons,
22 corporations, and other entities acting in concert or in participation with any of them with actual or
23 constructive knowledge of this Stipulated Judgment.

24 5. Pursuant to Business and Professions Code sections 17203 and 17535, Defendants
25 are hereby subject to the following mandatory and prohibitory injunctive provisions related to
26 their technology:

27 ///

1 A. Defendants shall comply with Business and Professions Code section
2 12500.5 by not selling or using for commercial purposes any weight or measure, or any weighing,
3 measuring, or counting instrument or device, as those terms are used in Business & Professions
4 Code sections 12500 and 12500.5, of a type or design that has not first been permitted, temporarily
5 permitted, or otherwise approved by the California Department of Food and Agriculture's
6 Division of Measurement Standards ("DMS").

7 B. The technology that Defendants have submitted to DMS and for which
8 Defendants have obtained a Temporary Use Permit from DMS (the "Current Technology") is
9 subject to Business and Professions Code section 12500.5. Any updates or revisions to the
10 Current Technology shall also be subject to Business and Professions Code section 12500.5
11 provided that the updated technology continues to use for commercial purposes any weight or
12 measure, or any weighing, measuring, or counting instrument or device ("Updated Current
13 Technology"). Any future technology used by Defendants shall be subject to Business and
14 Professions Code section 12500.5 provided that the future technology uses for commercial
15 purposes any weight or measure, or any weighing, measuring, or counting instrument or device
16 ("Future Technology").

17 C. Defendants have submitted the Current Technology to DMS for type
18 evaluation and approval under Business & Professions Code 12500 *et seq.*, and have obtained a
19 Temporary Use Permit. Defendants shall continue to cooperate in good faith with DMS during
20 the type evaluation and approval process of the Current Technology and the type evaluation and
21 approval process for any Updated Current Technology and any Future Technology.

22 D. In the event DMS informs Defendants that Defendants' Updated Current
23 Technology or Future Technology must be submitted for evaluation, it shall be a violation of this
24 Stipulated Judgment for Defendants to refuse to submit the technology to DMS for evaluation.

25 E. Once DMS issues a final decision (including deeming an application
26 abandoned) on the application for type evaluation of Defendants' Current Technology, or any
27 application concerning Updated Current Technology or Future Technology, Defendants'

1 subsequent use of that technology in any manner inconsistent with that decision shall constitute a
2 violation of this Stipulated Judgment beginning 60 calendar days after Defendants' receipt of the
3 DMS decision, unless Defendants obtain relief from DMS or a court of appropriate jurisdiction
4 over DMS's final decision.

5 F. Notwithstanding paragraphs 5(A-E), other than in a proceeding brought by
6 Plaintiff pursuant to Business and Professions Code sections 17200 or 17207 or in further
7 proceedings brought by Plaintiff before this Court to enforce this Stipulated Judgment, Defendants
8 retain any and all rights to dispute the applicability of Business and Professions Code section
9 12500.5 in any proceeding, including any proceeding appealing, reviewing, or seeking relief from
10 a final decision by DMS regarding Defendants' Current or Future Technology.

11 G. Nothing in this Stipulated Judgment purports to limit, alter, or modify any
12 of the California Department of Food and Agriculture's enforcement capabilities or rights.

13 6. Pursuant to Business and Professions Code sections 17203 and 17535, Defendants are
14 hereby subject to the following mandatory and prohibitory injunctive provisions related to their
15 representations to the public about the safety of the transportation arranged through the use of their
16 services and the measures Defendants take to ensure customer safety:

17 A. Defendants shall not make any false or misleading representation or
18 material omission, whether in the form of a comparison or otherwise, regarding the safety of the
19 transportation arranged through the use of their services, or the measures Defendants take to
20 ensure customer safety.

21 B. In addition to the prohibitions stated in Paragraph 6(A), in any
22 representation regarding the characteristics of Defendants' criminal history and motor vehicle
23 record background checks for California drivers, made by Defendants to the public, including but
24 not limited to representations on Defendants' website, blogs, smartphone application, emails, text
25 messages, or advertising regardless of any form:

26 (i) Defendants shall not list any offense type that does not result in
27 automatic disqualification of a person as a driver during the initial screening process in California

1 without explaining the disqualification criteria, unless the exception to the disqualification is based
2 upon the ability of the potential driver to produce a Certificate of Rehabilitation (California Penal
3 Code sections 4852.01 through 4852.22) or Pardon (California Penal Code sections 4800 through
4 4813), or equivalent documents issued by another state or the federal government;

5 (ii) Defendants shall not represent that they screen against arrests for
6 any instances where Defendants actually screen only against convictions; and

7 (iii) Defendants shall identify the time period covered by the criminal
8 history and motor vehicle record background check report Defendants use to screen potential
9 drivers. For all offense types that are disqualifying, Defendants shall identify any time period
10 used for disqualification purposes.

11 C. In addition to the prohibitions stated in Paragraph 6(A), Defendants shall
12 not use the following terms in connection with their criminal history and motor vehicle record
13 background checks in California: “best available;” “industry leading;” “leads the industry;” “gold
14 standard;” “safest;” “best-in-class;” “safest ride on the road;” “strictest safety standards possible;”
15 “safest experience on the road;” “best in class safety and accountability;” “safest transportation
16 option;” “background checks that exceed any local or national standard;” “as far back as the law
17 allows;” “the maximum allowable by California law;” or “safest possible platform.”

18 D. In addition to the prohibitions stated in Paragraph 6(A), Defendants shall
19 not represent that their criminal history background check process obtains information from the
20 National Sex Offender Registry.

21 E. In addition to the prohibitions stated in Paragraph 6(A), Defendants shall
22 not represent that they check sex-offender registries in connection with their criminal history
23 background check process for California drivers unless they provide a clear and conspicuous
24 disclaimer in close proximity to the representation stating that the sex-offender information
25 available to Defendants does not include all registered sex offenders in California, and may not
26 include all out-of-state sex offenders, depending on variations in state law.

27 F. Paragraphs 6(A) through 6(E) notwithstanding, nothing in this Stipulated

1 Judgment purports to alter, modify, or restrict Defendants' rights under the First Amendment of
2 the United States Constitution.

3 7. Pursuant to Business and Professions Code sections 17203 and 17535, Defendants
4 are hereby subject to the following mandatory and prohibitory injunctive provisions related to
5 services at airports in California:

6 A. Defendants shall not encourage, assist or take any affirmative steps to
7 enable Participating Drivers, as defined in Public Utilities Code section 5431(b), to pick-up or
8 drop-off riders on the property of or at any California Airport unless expressly authorized to do so
9 by the airport authority responsible for managing the California Airport. "California Airport"
10 means any airport in California that is either: (1) classified as a Primary Airport by the Federal
11 Aviation Administration, or (2) has notified any of the Defendants that they may not conduct
12 operations without express written permission.

13 B. Defendants shall take the following actions to prevent Participating Drivers
14 from conducting operations on the property of or into any California Airport unless at least one
15 Defendant is expressly authorized to conduct operations at the California Airport:

16 (i) Within 60 days of entry of this stipulated judgment, Defendants shall
17 inform all Participating Drivers by means of an in-app pop-up screen that will display when a
18 Participating Driver opens the partner application, via email, and on a conspicuous portion of any
19 webpage through which they communicate with Defendants' drivers in California that:

20 (a) All drivers must obey all conditions, rules, or regulations set
21 by any authority at any airport in California, and must obey all conditions, rules, or regulations of
22 the California Public Utilities Commission;

23 (b) Defendants will not pay for or reimburse any driver for fines
24 assessed for any citation received at any airport in California, or directly or indirectly pay for, or
25 reimburse, any driver for any costs or fees of any nature, including but not limited to legal fees,
26 civil compromise fees or impound fees incurred by or assessed against any driver in connection
27 with citations at any airport in California; and

1 (c) Participating Drivers are not allowed to operate at any
2 California Airport unless at least one Defendant has express authority to enable Participating
3 Drivers to operate. Defendants shall list in the communication all California Airports where
4 Participating Drivers do not have express authority to operate.

5 The headline of the in-app pop-up communication, and the subject line of the email
6 communication shall both state, "IMPORTANT AIRPORT RULES – MUST READ."

7 (ii) Defendants shall not pay for or reimburse any driver for fines assessed
8 for any citation received at any airport in California, or directly or indirectly pay for, or reimburse,
9 any driver for any costs or fees of any nature, including but not limited to legal fees, civil
10 compromise fees or impound fees incurred by or assessed against any driver in connection with
11 citations at any airport in California.

12 (iii) Notwithstanding Paragraph 7(B)(ii), it shall not be a violation of this
13 Stipulated Judgment if Defendants pay for a citation received at any airport in California if the
14 citation is issued to Defendants for a violation other than a driver violation. It shall also not be a
15 violation of this Stipulated Judgment if the citation is issued to Defendants for a driver violation
16 and either of the following: (1) Defendants cannot identify the driver; (2) Defendants do not have
17 the ability to withhold the citation amount from a driver's earnings because the drivers' account is
18 not active. Nothing in this paragraph requires Defendants to seek reimbursement other than by
19 withholding funds from drivers' earnings.

20 (iv) Defendants shall, within 90 days of entry of this Stipulated Judgment,
21 implement geo-fence technology to prevent riders from requesting a ride from a Participating
22 Driver from any California Airport unless at least one Defendant is expressly authorized to enable
23 Participating Drivers' operations. However, if any California Airport issues or has issued a cease-
24 and-desist letter regarding unauthorized drop-offs or pick-ups where no Defendant is expressly
25 authorized to enable Participating Drivers' operations, Defendants shall implement the geo-fence
26 technology 14 days after receipt of the cease-and-desist letter or 14 days after entry of this order,
27 whichever is later.

1 C. At the end of each Review Period, as defined in Paragraph 8, Defendants
2 shall remit to the City and County of San Francisco and the County of Los Angeles, in equal parts,
3 all net revenue (funds retained by Defendants and not delivered to Participating Drivers) generated
4 as a result of pick-ups or drop-offs at each California Airport where at least one Defendant has not
5 obtained written permission to enable Participating Drivers' operations at that particular airport.
6 Payment shall be made in the same manner as set forth in Paragraph 8(A) and Paragraph 11.

7 D. Defendants shall not collect from any passenger on any ride to or ride from an
8 airport in California a fee designated as a "toll," or other term that implies the fee is a pass-through
9 of a fee mandated by the airport, unless any Defendant or the Participating Driver actually pays an
10 airport authority the entire fee charged to the passenger for that particular ride. Nothing in this
11 Stipulated Judgment prohibits Defendants from assessing a surcharge or other added fee for trips
12 to or from airports in California, provided that the surcharge or fee is not described as a "toll" or
13 described in any other terms that imply that the charge is mandated by the airport.

14 E. Other than in a proceeding brought by Plaintiff pursuant to Business and
15 Professions Code sections 17200 or 17207 or in further proceedings brought by Plaintiff before
16 this Court to enforce this Stipulated Judgment, Defendants retain any and all legal rights and
17 defenses with respect to issues related to California airport operations.

18 F. Nothing in this Stipulated Judgment purports to alter or modify enforcement
19 capabilities or rights of the California Public Utilities Commission or any governing authority of a
20 California airport.

21 CIVIL PENALTIES

22 8. Defendants shall pay, pursuant to Business and Professions Code sections 17206 and
23 17536, a civil penalty in the sum of Twenty-Five Million Dollars (\$25,000,000.00), which sum
24 shall be paid as follows:

25 A. Ten Million Dollars (\$10,000,000.00) shall be paid sixty (60) days after the
26 date of entry of this Stipulated Judgment (hereinafter "First Payment"). Pursuant to Government
27

1 Code section 26506, the First Payment shall be made as follows: A check in the sum of Five
2 Million Dollars (\$5,000,000.00) made payable to the City and County of San Francisco; and a
3 check in the sum of Five Million Dollars (\$5,000,000.00) made payable to the County of Los
4 Angeles.

5 B. An additional Fifteen Million Dollars (\$15,000,000.00) shall be paid no
6 later than eight hundred fifty (850) days after the date of entry of this Stipulated Judgment
7 (hereinafter "Second Payment"). If the 850th day falls on a weekend or holiday, the Second
8 Payment shall be made on the first business day after the 850th day. Pursuant to Government
9 Code section 26506, the Second Payment shall be made as follows: A check in the sum of Seven
10 Million, Five Hundred Thousand Dollars (\$7,500,000.00) made payable to the City and County of
11 San Francisco; and a check in the sum of Seven Million, Five Hundred Thousand Dollars
12 (\$7,500,000.00) made payable to the County of Los Angeles.

13 C. Defendants shall make the Second Payment on the date specified in
14 Paragraph 8(B) above, unless notified by Plaintiff in writing that the Second Payment has been
15 permanently stayed pursuant to Paragraph 8(F). Upon Defendants' request, Plaintiff shall provide
16 written notification of the basis for the determination made under Paragraph 8(F).

17 D. Defendants shall be subject to two review periods (hereinafter "Review
18 Period") during the pendency of the Second Payment in order to determine whether the Second
19 Payment shall be permanently stayed. The first Review Period shall commence one year after
20 entry of this Stipulated Judgment, or the first business day thereafter if the one-year anniversary
21 falls on a weekend or holiday. The second Review Period shall commence two years after the
22 entry of this Stipulated Judgment, or the first business day thereafter if the second anniversary
23 falls on a weekend or holiday. Defendants shall provide the following information on the day that
24 each Review Period begins:

25 (i) A certification under penalty of perjury by an Officer of Uber
26 Technologies, Inc. and by an Officer or Director of each Limited Liability Company defendant,
27 that – to the best of his or her knowledge – the Defendant has fully complied with each of the

1 terms and conditions of this Stipulated Judgment;

2 (ii) A copy of every representation in a corporate publication – whether
3 on a web-site, blog, written communication, or electronic communication – regarding the safety of
4 the transportation arranged through the use of Defendants’ services, and the measures Defendants
5 take to ensure customer safety, since entry of this Stipulated Judgment. Defendants shall endeavor
6 in good faith to provide a copy of every statement made by a spokesperson or representative of
7 Defendants to California residents regarding the safety of the transportation arranged through the
8 use of Defendants’ services, and the measures Defendants take to ensure customer safety, since
9 entry of this Stipulated Judgment. Defendants shall also include sufficient information to
10 demonstrate their efforts to cure any statement described in Paragraph 8(G)(c), below;

11 (iii) A copy of every representation in a corporate publication – whether
12 on a web-site, blog, written communication, or electronic communication – concerning or relating
13 to Defendants’ ability to operate at California Airports since entry of this Stipulated Judgment.
14 Defendants shall endeavor in good faith to provide a copy of every statement made by a
15 spokesperson or representative of Defendants to California residents regarding Defendants’ ability
16 to operate at California Airports made by Defendants since entry of this Stipulated Judgment;

17 (iv) A list of all California Airports where Defendants have operated at
18 any time since entry of this Stipulated Judgment and evidence sufficient to show the express
19 authorization provided to Defendants to operate at those airports;

20 (v) A copy of all cease-and-desist letters received by Defendants from a
21 California Airport and, for each such cease-and-desist letter received, a statement describing the
22 measures taken by Defendants to comply with the terms of Paragraph 7 of this Stipulated
23 Judgment for that airport, and a statement of the number of trips to that airport made by
24 Participating Drivers after Defendants received the cease-and-desist letter, or after the date of
25 entry of this Stipulated Judgment, whichever is later; and

26 (vi) A list of additional fees charged to consumers for travel to or from
27 an airport in California. For each airport, the list shall specify the name of the fee, the amount of

1 each fee, and the total fees collected for travel to or from that airport; whether said fees are
2 retained by Defendants, paid to a driver, or paid to an agency; the amount of each fee and the total
3 fees paid to an agency; and the name of the agency receiving the fee. Defendants shall also
4 provide a copy of every representation in a corporate publication – whether on a web-site, blog,
5 written communication, or electronic communication – related to said fees. Defendants shall
6 endeavor in good faith to provide a copy of every statement made by a spokesperson or
7 representative of Defendants to California residents concerning or relating to said fees.

8 E. Within 45 days after receiving the information in specified in subparagraph
9 8(D), above, Plaintiff will notify Defendants if it requests any additional information that is
10 reasonably necessary to determine compliance with this Stipulated Judgment. If any such
11 information is requested by Plaintiff, Defendants will provide such information to Plaintiff within
12 45 days of the request.

13 F. The Second Payment shall be permanently stayed if Plaintiff determines, in
14 good faith, that Defendants have complied with this Stipulated Judgment after the date of the entry
15 of the Stipulated Judgment. Notwithstanding Paragraph 8(C), if Plaintiff determines that
16 Defendants have violated the Stipulated Judgment after the first Review Period specified in
17 Paragraph 8(D) above, the Second Payment shall become due sixty (60) days after Plaintiff gives
18 written notice of its determination.

19 G. The foregoing notwithstanding, none of the following shall be a basis for
20 Plaintiff to make a good faith determination that the Second Payment is due: (a) any statement
21 made by a spokesperson of any Defendant to a legislative body regarding an issue of public safety;
22 (b) any statement made by a spokesperson of any Defendant in response to an inquiry from the
23 press regarding an issue of public safety; (c) any statement that Defendants cured within 45 days
24 of publication, except that if the statement was brought to the attention of Defendants by the
25 District Attorneys of Los Angeles County or San Francisco County, the cure period shall be 21
26 days; and (d) any unauthorized airport trip by a Participating Driver for which Defendants have
27 made a full payment pursuant to the terms of Paragraph 7(C). For purposes of this subparagraph,

1 a cure must include taking down the statement from any websites or blogs, and in the case of an
2 in-app communication or mass electronic communication such as an email, MMS, or SMS, a
3 retraction made in like-form.

4 9. In the event that Defendants dispute whether Plaintiff's determination in Paragraph
5 8 was reasonable, Defendants may seek review from this Court of Plaintiff's determination by
6 paying the Second Payment into escrow with this Court and making a motion with this Court for
7 review of Plaintiff's determination. In any such review, Defendants shall have the burden of
8 proving by preponderance of the evidence that Plaintiff's determination was unreasonable for any
9 reason including, but not limited to, whether there was a violation of the Stipulated Judgment.

10 10. The Second Payment shall not affect Plaintiff's right to seek enforcement of this
11 Stipulated Judgment by the Court, penalties for violations of this Stipulated Judgment, and any
12 other remedy at law or in equity, including but not limited to the right to file a new action under
13 Business and Professions Code sections 17200, 17207, 17500 or 17537 for violations occurring
14 after the date of entry of this Stipulated Judgment.

15 11. All payments required to be paid pursuant this Stipulated Judgment shall be sent to
16 the San Francisco District Attorney's Office, Attention June D. Cravett, 732 Brannan Street, San
17 Francisco, California 94103.

18 REQUESTS FOR INFORMATION TO VERIFY COMPLIANCE

19 12. Within four (4) years after entry of this Stipulated Judgment, Plaintiff's counsel
20 may make request to Defendants for information and documents showing their compliance with
21 any provision(s) of the injunctive terms of this Stipulated Judgment. Defendants shall furnish such
22 information and documents within 45 days after the request is made.

23 RETENTION OF JURISDICTION, ATTORNEYS' FEES, FILING FEES

24 13. Jurisdiction is retained by the Court for the purpose of enabling Plaintiff or
25 Defendants to apply to the Court at any time for such further orders and directions as are necessary
26 or appropriate for the carrying out of this Stipulated Judgment, the enforcement of compliance
27 with this Stipulated Judgment, the punishment of violations of this Stipulated Judgment, or for

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such other and further orders as may be required to modify or to carry out any of the terms of this Stipulated Judgment.

14. Reasonable attorneys' fees incurred by Plaintiff as a result of any violation of this Stipulated Judgment, if such violation is proven in a court of law, shall be recoverable as costs pursuant to California Code of Civil Procedure sections 685.040 and 1033.5(a)(10)(A).

EFFECTIVE DATE

15. This Stipulated Judgment shall take effect immediately upon entry thereof, without further notice to Defendants.

16. The clerk is ordered to enter this Stipulated Judgment forthwith.

DATED: APR 07 2016

MARY E. WISS
THE HON. MARY E. WISS
JUDGE OF THE SUPERIOR COURT