

**IN THE COURT OF COMMON PLEAS  
FRANKLIN COUNTY, OHIO**

STATE OF OHIO, ex rel.	)	
ATTORNEY GENERAL	)	
MICHAEL DeWINE	)	Case No:
30 E. Broad Street, Floor 14	)	
Columbus, Ohio 43215	)	
	)	
Plaintiff,	)	Judge:
	)	
vs.	)	
	)	
UBER TECHNOLOGIES, INC.	)	
1455 Market Street	)	
San Francisco, CA 94103	)	
	)	
Defendant.	)	

**COMPLAINT FOR INJUNCTIVE AND OTHER RELIEF**

Plaintiff, State of Ohio, by and through Ohio Attorney General Michael DeWine, brings this action complaining of Defendant, UBER TECHNOLOGIES, INC. (“UBER” or “Defendant”) for violations of the Ohio Consumer Sales Practices Act (“CSPA”), R.C. 1345.01 *et seq.* and R.C. 1349.19 *et seq.*, hereinafter referred to as the Ohio Data Breach Notification Act (“DBNA”), and states as follows:

**JURISDICTION AND VENUE**

1. This action is brought for and on behalf of State of Ohio, by Michael DeWine, Attorney General of the State of Ohio, pursuant to provisions of R.C. 1345.01 *et seq.* and R.C. 1349.19 *et seq.*
2. This Court has jurisdiction over UBER pursuant to R.C. 1345.04 because Defendant has transacted business within the State of Ohio at all times relevant to this Complaint.
3. Venue for this action properly lies in Franklin County Court of Common Pleas, pursuant

to Ohio Civ. R. 3(B)(3), in that some of Defendant's actions complained of herein, and out of which this action arose, occurred in Franklin County, Ohio.

### **THE PARTIES**

4. Plaintiff, State of Ohio, by Michael DeWine, Attorney General of the State of Ohio, is charged, inter alia, with the enforcement of R.C. 1345.01 *et seq.* and R.C. 1349.19 *et seq.*
5. Defendant UBER is a Delaware corporation with its principal place of business at 1455 Market Street, San Francisco, California 94103.
6. As used herein, any reference to "UBER" or "Defendant" shall mean UBER TECHNOLOGIES, INC., including all of its officers, directors, affiliates, subsidiaries and divisions, predecessors, successors and assigns doing business in the United States.
7. UBER was, at all times relevant hereto, a "supplier" as that term is defined in R.C. 1345.01(C), as UBER was engaged in the business of effecting consumer transactions in the State of Ohio, in that UBER is a technology company that provides a ride hailing mobile application that connects drivers with riders, including in Ohio. Riders hail and pay drivers using the UBER platform.
8. UBER was at all times relevant hereto, a "person" as defined by R.C. 1349.19(A)(6), as UBER, at all times relative hereto, conducted business in Ohio and owns or licenses computerized data that includes personal information.

### **BACKGROUND**

9. Through use of its mobile platform, UBER collects certain information on riders who have downloaded the app and drivers who, at some point, drove or applied to drive using the UBER platform. This information contains, among other information, the full names and driver's license numbers for individual drivers.
10. Uber's Privacy Policy recognizes that users trust and rely on it to safeguard their personal

information: “When you use Uber, you trust us with your information. We are committed to keeping that trust.” In this regard, the frequently asked questions on Uber’s Privacy Policy webpage states, “We take the security of your data seriously. Uber uses technical safeguards like encryption, authentication, fraud detection, and secure software development to protect your information. We also have an extensive team of data security and privacy experts working around the clock to prevent theft, fraud, or abuse of your information.”

11. On or about November 14, 2016, hackers, not employed by or affiliated with UBER, contacted UBER to inform them that they had accessed and acquired UBER data (hereinafter referred to as the “2016 Breach”) and demanded payment in exchange for deleting the data.
12. UBER was able to determine the security vulnerability that the hackers had exploited and eliminate the vulnerability.
13. Among the data the hackers acquired was personal information pursuant to R.C. 1349.19(A)(7)(a), specifically, individuals’ names in combination with unencrypted drivers’ license numbers for UBER drivers in Ohio.
14. UBER paid the hackers their demanded sum of money of \$100,000 and required the hackers to not publicly disclose the breach.
15. UBER did not disclose the data breach to affected UBER drivers in 2016 when the breach was discovered, nor did UBER disclose the breach within the next 45 days.
16. In August 2017, UBER named a new CEO, Dara Khosrowshahi.
17. In September 2017, Khosrowshahi was informed that UBER had suffered the 2016 Breach and ordered an investigation into the data breach, hiring a third party cyber security provider to conduct the investigation.

18. The cyber security provider verified the 2016 data breach – confirming that the hackers accessed and acquired names, email addresses, and phone numbers for nearly 25 million UBER users in the United States, including some in the state of Ohio.
19. The cyber security provider verified the 2016 data breach – confirming that the hackers accessed and acquired names and drivers’ license numbers of approximately 600,000 drivers in the United States, including some in the state of Ohio.
20. On or about November 21, 2017, over one year after discovery of the breach, UBER notified regulators and consumers of the 2016 breach.

**PLAINTIFF’S CAUSES OF ACTION**  
**COUNT I - VIOLATIONS OF THE DBNA – FAILURE TO TIMELY NOTIFY**

21. Plaintiff re-alleges and incorporates by reference the allegations in Paragraphs 1 through 20.
22. UBER violated R.C. 1349.19(B)(1) and (2), in that UBER suffered a breach of the security of its system and failed to notify affected Ohio residents in the most expedient time possible and no later than 45 days of the discovery of the breach of the security of the system.

**COUNT II- VIOLATIONS OF THE CSPA – UNFAIR AND DECEPTIVE ACTS AND PRACTICES**

23. Plaintiff re-alleges and incorporates by reference the allegations in Paragraphs 1 through 20.
24. Uber committed unfair or deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A) by failing to disclose a breach of the security of the system to affected users pursuant to R.C. 1349(B)(1) and (2).

**PRAYER FOR RELIEF**

**WHEREFORE**, the Plaintiff prays that this Honorable Court enter an Order:

- A. Finding that UBER has violated R.C. 1345.02 and R.C. 1349.19(B), by engaging in the unlawful acts and practices alleged herein;
- B. Preliminarily and permanently enjoining UBER from engaging in the violations alleged herein;
- C. Ordering UBER to pay civil penalties of up to \$25,000 for each violation of the CSPA, R.C. 1345.01 *et seq.*, as provided by R.C. 1345.07(D);
- D. Ordering UBER to pay civil penalties in accordance with the damages schedule as outlined in R.C. 1349.192(A)(1)(a)-(c).
- E. Ordering UBER to pay all costs for the prosecution and investigation of this action;
- F. Declaring a violation of R.C. 1349.19(B) to be a violation of R.C. 1345.02.
- G. Providing any such other and further relief as the Court deems just, proper, and equitable under the circumstances.

Dated: September 26, 2018.

Respectfully submitted,

/s/ Melissa Szozda Smith

/s/ Michael S. Ziegler

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