

ORIGINAL



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08/14/2015

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15 *and all others similarly situated*

16 SUPERIOR COURT OF THE STATE OF CALIFORNIA
17 COUNTY OF LOS ANGELES – STANLEY MOSK COURTHOUSE

18 OMAR ZINE, on behalf of himself and)
19 all others similarly situated,)

20 Plaintiff,)

21 vs.)

22 UBER TECHNOLOGIES, INC., a)
23 Delaware Corporation; RASIER, LLC, a)
24 Delaware Corporation; Rasier-CA, LLC,)
25 a Delaware Corporation; LAJU)
26 CHOUDHURY, an individual; DOE)
27 ASSAILANT, an individual; and DOES)
28 1 through 50, inclusive)

Defendants.)

CA
CCW
D-307
Amy
D.
HOGUE

FILED
Superior Court of California
County of Los Angeles

AUG 14 2015

Sherri R. Carter, Executive Officer/Clerk
By: M. Soto, Deputy
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Case No.: **BC591351**

UNLIMITED

CLASS ACTION

COMPLAINT FOR DAMAGES & INJUNCTIVE RELIEF

- (1) **Unfair and Unlawful Competition in Violation of Cal. Bus. & Prof. Code §§ 17200 et seq.;**
- (2) **Assault (Individual Claim)**
- (3) **Battery (Individual Claim)**

DEMAND FOR JURY TRIAL

RECEIPT #: CCH524880062
DATE PAID: 08/14/15 10:52 PM
PAYMENT: \$1,435.00
RECEIVED:
CHECK: \$1,435.00
CASH: \$0.00
CHANGE: \$0.00
CARD: \$0.00

I. INTRODUCTION

1. COMES NOW plaintiff OMAR ZINE and alleges causes of action against defendants UBER TECHNOLOGIES, INC., RASIER, LLC, RASIER-CA, LLC, LAJU

**CLASS ACTION COMPLAINT FOR DAMAGES & INJUNCTIVE RELIEF
DEMAND FOR JURY TRIAL**

CIT/CASE: BC591351
LEA/DEE#:

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1 CHOU DHURY, DOE ASSAILANT, and DOES 1 through 50, inclusive (referred to
2 collectively within parts of this Complaint as “Defendants”) for damages.

3 2. These causes of action arise from Defendants’ actions while Plaintiff was
4 employed by Defendants, including, but not limited to, the assault and battery Plaintiff suffered
5 on December 14, 2014, while within the course and scope of his employment.

6 **II. PARTIES**

7 3. Plaintiff OMAR ZINE (hereinafter “Zine” or “Plaintiff”) was, and at all relevant
8 times, is a resident of Los Angeles County, California.

9 4. At all times mentioned herein, defendant UBER TECHNOLOGIES, INC.
10 (hereinafter “Uber” or “Defendant”) is, and was, a corporation, duly organized and existing
11 under the laws of the State of Delaware, conducting business in the State of California through
12 itself, its agents, and its alter egos and at all relevant times hereto was, and now is, doing
13 business and employing individuals in the County of Los Angeles, State of California. Uber
14 has its principal place at 1455 Market Street, 4th Floor, San Francisco, California 94103. Uber
15 can be served through its registered agent for service of process, National Registered Agents,
16 Inc., located at 818 West Seventh St., Los Angeles, California 90017.

17 5. At all times mentioned herein, defendant RASIER, LLC (hereinafter “Rasier” or
18 “Defendant”) is, and was, a corporation, duly organized and existing under the laws of the state
19 of Delaware, conducting business in the State of California through itself, its agents, and its
20 alter egos and at all relevant times hereto was, and now is, doing business and employing
21 individuals in the County of Los Angeles, State of California. Rasier has its principal place of
22 business at 182 Howard Street, #8, San Francisco, California 94105. Rasier can be served
23 through its registered agent for service of process, National Registered Agents, Inc., located at
24 818 West Seventh St., Los Angeles, California 90017.

25 6. At all times mentioned herein, defendant RASIER-CA, LLC (hereinafter
26 “Rasier-CA” or “Defendant”) is, and was, a corporation, duly organized and existing under the
27 laws of the state of Delaware, conducting business in the State of California through itself, its
28 agents, and its alter egos and at all relevant times hereto was, and now is, doing business and

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1 employing individuals in the County of Los Angeles, State of California. Rasier-CA has its
2 principal place of business at 182 Howard Street, #8, San Francisco, California 94105. Rasier-
3 CA can be served through its registered agent for service of process, National Registered
4 Agents, Inc., located at 818 West Seventh St., Los Angeles, California 90017.

5 7. Uber, Raiser and Raiser-CA are collectively referred to herein as Uber.

6 8. Plaintiff is informed and believes, and on such information and belief alleges
7 that LAJU CHOUDHURY (hereinafter "Choudhury" or "Defendant"), whom Plaintiff made
8 contact with and contracted to transport through the Uber application, is and was at all times,
9 an adult individual residing Los Angeles County

10 9. Plaintiff is informed and believes, and on such information and belief alleges
11 that DOE ASSAILANT, a friend of Choudhury, and passenger whom Plaintiff was required to
12 drive in addition to Choudhury, is and was at all times, an adult individual residing Los
13 Angeles County.

14 10. The true names, capacities or involvement, whether individual, corporate,
15 governmental or associate, of the defendants named herein as DOE 1 through 50, inclusive are
16 unknown to Plaintiff who therefore sue said defendants by such fictitious names. Plaintiff prays
17 for leave to amend this Complaint to show their true names and capacities when the same have
18 been finally determined. Plaintiff is informed and believes, and upon such information and
19 belief alleges thereon, that each of the defendants designated herein as DOE is negligently,
20 intentionally, strictly liable or otherwise legally responsible in some manner for the events and
21 happenings herein referred to, and negligently, strictly liable intentionally or otherwise caused
22 injury and damages proximately thereby to Plaintiff, as is hereinafter alleged.

23 11. Plaintiff is informed and believes that, at all relevant times herein, Defendants
24 engaged in the acts alleged herein and/or condoned, permitted, authorized, and/or ratified the
25 conduct of its employees and agents, and other defendants and are vicariously or strictly liable
26 for the wrongful conduct of its employees and agents as alleged herein.

27 12. Plaintiff is informed and believes, and on that basis alleges that each of the
28 Defendants acted, in all respects pertinent to this action, as the agent or employee of each other,

**CLASS ACTION COMPLAINT FOR DAMAGES & INJUNCTIVE RELIEF;
DEMAND FOR JURY TRIAL**

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1 and carried out a joint scheme, business plan, or policy in all respect thereto and, therefore, the
2 acts of each of these Defendants are legally attributable to the other Defendants, and that these
3 Defendants, in all respects, acted as employer and/or joint employers of Plaintiff in that each of
4 them exercised control over her wages, hours, and/or working conditions.

5 13. Plaintiff is informed and believes, and on that basis alleges that at all relevant
6 times, each and every defendant has been the agent, employee, representative, servant, master,
7 employer, owner, agent, joint venture, and alter ego of each of the other and each was acting
8 within the course and scope of his or her ownership, agency, service, joint venture and
9 employment.

10 14. At all times mentioned herein, each and every defendant was the successor of the
11 other and each assumes the responsibility for the acts and omissions of all other defendants.

12 **III. VENUE AND JURISDICTION**

13 15. Jurisdiction and venue are proper in the Stanley Mosk Courthouse, Central
14 District of the Los Angeles County Superior Court, in the State of California. The acts and
15 omissions of Defendants giving rise to Plaintiff's causes of action occurred in Los Angeles
16 County, California. Defendants Choudhury and DOE ASSAILANT are residents of Los
17 Angeles County. Furthermore, this venue is convenient to the parties and is an appropriate
18 venue for a civil action for damages and injunctive relief.

19 16. Diversity jurisdiction, as is required in federal district court for a case of this
20 nature, does not exist here. Diversity jurisdiction requires "complete diversity," which does
21 not exist if any plaintiff is from the same state as any defendant. 28 U.S.C. § 1332. Here,
22 Plaintiff and all Defendants are citizens of California for jurisdictional purposes. Furthermore,
23 none of the causes of action involve "substantial" questions of federal law. 28 U.S.C. § 1331.
24 Therefore, there is neither complete diversity nor federal question jurisdiction and this matter is
25 properly venued in this Court.

26 17. Uber employed Plaintiff and numerous other class members in this district, and
27 Defendants' Cal. Lab. Code violations were committed in this district. The unlawful acts
28 alleged have a direct effect on Plaintiff and those similarly situated in State of California, and

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1 in this district. The Class members are citizens and residents of California, all defendants are
2 located in California, and each of them has its principal place of business in and is
3 headquartered in California; thus, this case is not subject to removal under the Class Action
4 Fairness Act of 2005 under both the “home state exception” and the “local controversy
5 exception.” 28 U.S.C. § 1332(d)(4)(A) (home state exception); 28 U.S.C. § 1332 (d)(4)(B)
6 (local controversy exception).

7 18. Further, there is no federal question at issue, as the claims herein are brought
8 solely under California statutes and law.

9 **IV. ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

10 **(AGAINST ALL DEFENDANTS)**

11 19. Uber operates a ride sharing service that transports customers via its fleet of
12 crowd-sourced drivers for a fee. Uber passengers summon Uber vehicles using a smartphone
13 application, are paired with a driver through said application, and then await their Uber driver to
14 arrive, pick them up, and drive them to their final destination. Uber receives a credit card
15 payment from the passenger at the end of the trip, and forwards a percentage of the payment to
16 the driver. Based on this system, the California Public Utilities Commission categorizes Uber
17 as a “transportation network company.”

18 20. Uber offers several services, including, but not limited to, “UberBlack,”
19 “UberX,” and “UberXL.” UberX and UberXL, which Uber operates through its subsidiaries,
20 Rasier and Rasier-CA, connects passengers with drivers of sedans (UberX) and SUVs
21 (UberXL) whose drivers do not hold commercial licenses.

22 21. In 2014, Plaintiff began working as an Uber driver. Before becoming an Uber
23 driver, Plaintiff (and all other Uber drivers) had to complete an online application process. An
24 applicant then reports to Uber’s offices for a job interview, a driving and criminal background
25 check, confirmation of their driver’s license, vehicle registration, and insurance, as well as a
26 vehicle inspection. Based on this process, Uber evaluates the drivers, and only hires those it
27 finds suitable to its standards. If an applicant meets all the criteria set forth, and is hired, the
28 applicant then receives an Uber phone, which contains the application used to connect with

1 Uber's customers. The applicant also receives training on how to use the phone and
2 application, and is instructed about Uber's employment rules, policies, and general procedures.

3 22. Despite nominally classifying its drivers as independent contractors, a number of
4 facts demonstrate that Plaintiff, and all the drivers like him, are properly classified as
5 employees. These facts include, but are not limited to:

- 6 a. Drivers are an integrated part of Uber's transportation and logistics
7 business, engaged in the core activity of Uber's usual business: transporting
8 customers;
- 9 b. Drivers do not have their own customers. They cannot book future rides
10 with current customers, or book rides outside of Uber's application, or
11 otherwise generate business for themselves. While driving for Uber, drivers
12 cannot drive for Uber's competitors, themselves, or anyone else;
- 13 c. Drivers have no real opportunity for profit or loss other than working more
14 hours;
- 15 d. Drivers are employed by Uber for extended and indefinite periods of time;
- 16 e. Drivers cannot set the rates charged to the customers they transport, but
17 rather these rates are set solely by Uber;
- 18 f. Uber can discharge drivers, without cause, at any time;
- 19 g. Drivers are unskilled workers and do not have substantial control over
20 operational details. Drivers take all necessary instructions from Uber, given
21 the nature of the taxi and transportation business. In particular, drivers are
22 instructed to accept all potential customers, and those who decline too many
23 customers can be suspended or discharged;
- 24 h. Drivers' performance is monitored continuously by passenger ratings and
25 reviews; those drivers who rating falls below a certain level, or who do not
26 follow Ubers' customer service directions, can be suspended or forced to
27 pay for remedial classes on safe driving and customer service techniques,
28 and tips on receiving higher ratings, like providing passengers with water

1 and maintaining good hygiene before being allowed to resume driving.

2 i. Uber provides drivers with a phone and its application, both of which are
3 necessary tools for the job of an Uber driver.

4 23. Likewise, Uber markets itself to potential passengers and non-driver employees
5 as a transportation company, and is heavily involved in selecting drivers, monitoring their
6 performance, disciplining, and terminating drivers who do not meet standards, and providing
7 trainings to drivers to improve their performance. Thus, in broad terms, drivers, including
8 Plaintiff, are providing service to Uber as part of its transportation business.

9 24. Furthermore, arbitration agreements of Uber have been determined that to be
10 unenforceable. *See Mohamed v. Uber Technologies, et al.* (N.D. Cal. 2015) ___ F.Supp.3d ___,
11 2015 WL 3729716. In fact, Plaintiff opted out of the arbitration agreement.

12 25. Furthermore, the California Labor Commission has determined that Uber drivers
13 are employees, rather than independent contractors. The Commission stated that, despite
14 Defendants' contentions that they were a neutral technological platform, they are actually
15 involved in every aspect of the operation, from vetting drivers, to controlling the tools those
16 drivers use and this, among other reasons, led to the ruling that Plaintiff Uber driver was an
17 employee of Uber. *Berwick v. Uber Technologies, Inc., et al.* (June 3, 2015) Case No. 11-
18 46739 EK.

19 26. Uber does not maintain workers' compensation insurance on Plaintiff, or any
20 other driver's behalf, nor has it obtained a certificate of consent to self-insure on behalf of
21 Plaintiff or any other driver.

22 27. On or about December 14, 2014, while in the course scope of his employment
23 for Defendants, Plaintiff was driving two (2) individuals, Choudhury and DOE ASSAILANT.
24 A verbal dispute occurred and DOE ASSAILANT escalated this situation by repeatedly, and
25 viciously, punching and hitting Plaintiff in the face and head. This heinous attack was intended
26 to, and did, cause severe injury to Plaintiff, including, but not limited to, knocking teeth out of
27 Plaintiff's head and breaking his jaw. Plaintiff required medical attention and surgeries to treat
28 the injuries inflicted by DOE Assailant.

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S E C U R I T Y

1 **V. CLASS ALLEGATIONS (AGAINST UBER ONLY)**

2 28. **Class Definition.** Plaintiff brings this action on his own behalf and as a member
3 of and representative for the following Class and Subclass.

4 a. **The Class:** All California residents who are current or former drivers for
5 Uber’s “UberX” and “UberXL” services in California in the four years prior
6 to the filing of this Complaint.

7 29. **Numerosity.** The members of the class are sufficiently numerous that joinder of
8 all members is impracticable. Plaintiff is informed and believes that the class exceeds 1,000
9 formers and current drivers for Uber in California.

10 30. **Common questions predominate.** There are questions of law and fact common
11 to the Class and these questions predominate over individual questions. Such questions
12 include, among others:

- 13 a. Whether California drivers for Uber are, and were, misclassified as
14 independent contractors;
- 15 b. Whether California drivers for Uber are, and were, entitled to workers’
16 compensation insurance coverage by way of their driving for Uber;
- 17 c. Whether Uber’s failure to secure workers’ compensation insurance on
18 behalf of its California drivers is, and was, an unfair or illegal business
19 practice;
- 20 d. Whether Uber’s classification of California drivers as independent
21 contractors is, and was, an unfair or illegal business practice;
- 22 e. Whether Uber willfully misclassified California drivers as independent
23 contractors.

24 31. **Typicality.** Plaintiff’s claims are typical of the claims of the entirety of the class
25 he seeks to represent in that his job titles, duties, and activities are the same as those of the other
26 Class Members, he was subjected to the same classification policies and practices as the rest of
27 the Class, and was otherwise denied the benefits and protections of the laws and regulations at
28 issue in this case in the same manner as the other Class Members.

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1 32. **Adequacy.** Plaintiff is able to fairly and adequately protect the interests of the
2 Class, because his interests are aligned with those of the rest of the Class in that his claims are
3 those of a typical Class Member, the Class as a whole shares many common questions of law
4 and fact, and there is no evidence of any antagonism between him and the rest of the Class.
5 Plaintiff will fairly and adequately represent and protect the interests of the classes in that his
6 Counsel is competent and experienced in the prosecution of class litigation and employment
7 law.

8 33. **Ascertainability.** Plaintiff is informed and believes, and upon such information
9 and belief alleges that Uber has computerized payroll and personnel data that will make
10 identification and calculation of restitution and PAGA penalties for specific members of the
11 Class relatively simple.

12 34. Class certification is appropriate pursuant to Cal. *Code of Civ. Proc.* § 382
13 because Uber acted and/or refused to act on grounds generally applicable to the Class and the
14 Injunctive Subclass, making appropriate declaratory and injunctive relief with respect to
15 Plaintiff, the Class, and the Injunctive Subclass as a whole. The members of the Class are
16 entitled to injunctive relief to end Uber’s common, uniform, and illegal policies and practices.

17 35. Class certification is also appropriate pursuant to Cal. *Code of Civ. Proc.* § 382
18 because common questions of fact and law predominate over any questions affecting only
19 individual members of the Class, making a class action superior to other available methods for
20 the fair and efficient adjudication of this litigation. The Class Members have been damaged as
21 a result of Uber’s common, uniform, and illegal policies and practices, and are therefore entitled
22 to a recovery.

23 **VI. CAUSES OF ACTION**

24 **FIRST CAUSE OF ACTION**

25 **UNFAIR COMPETITION IN VIOLATION OF CAL. *BUS. & PROF. CODE* §§ 17200, *ET SEQ.***

26 **(BY PLAINTIFF AND THE CLASS AGAINST UBER DEFENDANTS)**

27 36. Plaintiff hereby incorporates by reference and re-alleges each and every
28 allegation set forth in each and every preceding paragraph of this Complaint, as though fully set

1 forth herein.

2 37. All private California employers are required to secure the payment of workers'
3 compensation for their employees, or obtain a certificate of consent to self-insure from the
4 Director of Industrial Relations. An employer's failure to secure the payment of workers'
5 compensation is a misdemeanor.

6 38. As described above, Plaintiff and all Class members are employees of Uber for
7 purposes of coverage by California's Workers' Compensation Act.

8 39. Uber failed, and continues to fail, to secure payment of compensation by not
9 carrying workers' compensation insurance as required by law, or by securing a certificate of
10 consent to self-insure on behalf of Plaintiff and all Class members.

11 40. The foregoing conduct, as alleged herein, violates the UCL, articulated at Cal.
12 *Bus. & Prof. Code* § 17200, *et seq.* The UCL prohibits unlawful, unfair, and fraudulent
13 competition by prohibiting any unlawful or unfair business acts or practices.

14 41. **Unfair Acts.** Defendants were engaged in, and continue to engage in, acts or
15 practices that constitute unfair competition, as that term is defined in § 17200 *et seq.* by 1)
16 misclassifying its drivers, including Plaintiff and the Classes, as independent contractors, and
17 based on that, 2) failing to purchase workers' compensation insurance on their behalf. This
18 failure has resulted in Plaintiff and the Class not receiving the protections mandated by the
19 California workers' compensation system, and allowing Defendants to unfairly operate their
20 business at a lower cost than if they had properly classified their workers and purchased
21 workers' compensation insurance for their drivers.

22 42. **Unlawful Acts.** The unlawful acts and practices of Defendants, as alleged
23 above, constitute unlawful business acts and/or practices within the meaning of the UCL.
24 Defendants' unlawful business acts and/or practices, as alleged herein, violate numerous state,
25 statutory, and/or common laws. These predicate acts are therefore *per se* violations of the UCL.
26 These predicate unlawful business acts and/or practices include, but are not limited to,
27 violations of *Lab. Code* §§ 226.8, 3700, 3700.5, 3712, & 3715.

28 43. Defendants' misconduct, as alleged herein, gave Defendants an unfair

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1 competitive advantage over their competitors who did not engage in such practices, and who
2 properly provided workers' compensation to their employees and did not misclassify employees
3 as independent contractors. The misconduct, as alleged herein, also violated established law
4 and/or public policies which seek to regular the employer-employee relationship in California
5 and set certain basic standards for the use of labor. Failing to provide the minimum
6 requirements of workers' compensation to employees was, and is, directly contrary to
7 established legislative goals and policies of the Sate of California, deprived employees of
8 benefits and protections to which they are entitled under California law, harmed Uber's drivers,
9 and harmed the general public. Therefore, Defendants' acts and/or practices were, and are,
10 unfair within the meaning of the UCL.

11 44. Plaintiff seeks, on behalf of himself and the Class, restitution in the amount of
12 money Uber acquired from the Class, and/or retained by illegally failing to purchase workers'
13 compensation insurance on behalf of its drivers during said period.

14 45. Plaintiff also seeks, on behalf of himself and the Class, declaratory relief that 1)
15 he and all members of the Class are entitled to be classified as employees for purposes of the
16 protections of California workers' compensation laws, and that 2) Defendants failed to secure
17 workers' compensation or a certificate on consent to self-insure on their behalf.

18 46. Plaintiff also seeks, on behalf of himself and the Class, an injunction obligating
19 Uber to secure workers' compensation insurance on behalf of its current drivers, as well as
20 retroactive coverage for the statutory period during which Class Members would have been
21 covered under Uber's workers' compensation policy but for its failure to secure that policy.

22 47. Plaintiff seeks recovery of attorney's fees and costs of this action as provided by
23 the Cal. *Lab. Code* Cal. *Code Civ. Proc.* § 1021.5.

24 **SECOND CAUSE OF ACTION – INDIVIDUAL CLAIM**

25 **ASSAULT**

26 **(BY PLAINTIFF AGAINST DEFENDANT LAJU CHOUDHURY, DOE ASSAILANT, AND DOES 1**
27 **THROUGH 50)**

28 48. Plaintiff hereby incorporates by reference and re-alleges each and every

**CLASS ACTION COMPLAINT FOR DAMAGES & INJUNCTIVE RELIEF;
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1 allegation set forth in each and every preceding paragraph of this Complaint, as though fully set
2 forth herein.

3 49. On or about December 14, 2012, while transporting two (2) passengers during
4 the course and scope of his employment for Defendants, defendant Laju Choudhury, DOE
5 ASSAILANT, and DOES 1 through 50, who were employees, agents, co-conspirators and/or
6 aiders and abettors of the other Defendants, and each of them, punched and hit Plaintiff multiple
7 times in the face, head and body, knocking teeth from his head and breaking his jaw.

8 50. In doing the aforementioned acts, Defendants intended to cause and did cause
9 Plaintiff to be placed in apprehension of harmful and offensive contact with his body.

10 51. As a direct and proximate result of the aforementioned acts, Plaintiff was in fact
11 placed in great apprehension of harmful and offensive conduct with his body.

12 52. As a direct and proximate result of the aforementioned acts, Plaintiff was caused
13 to and did suffer great and extreme emotional distress including shock, anxiety, worry,
14 depression, sleeplessness, mortification, humiliation, and indignity. Said emotional distress
15 continues from day to day and is of such a substantial and enduring quality that no reasonable
16 person in a civilized society should be expected to endure such distress.

17 53. Defendants carried out the aforementioned acts knowing that great bodily injury
18 and emotional distress were substantially certain to be caused to Plaintiff; yet Defendants
19 proceeded to engage in said despicable acts maliciously and with a conscious disregard of the
20 rights and safety of Plaintiff.

21 54. As a direct and proximate result of the aforementioned actions of the
22 Defendants, Plaintiff has been caused to expend money and incur financial obligations for
23 medical services and treatment in an effort to recover from his injuries. Said injuries are
24 believed to be permanent in nature and will require Plaintiff to expend money and incur
25 additional financial obligations in the future for further medical treatment and services.

26 55. As a further direct and proximate result of the aforementioned acts of the
27 Defendants, Plaintiff was prevented from attending to his usual occupation and was thereby
28 caused to lose earnings while recovering from the aforementioned injuries. Further, Plaintiff

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1 has been permanently disabled and/or impaired as a result of the aforementioned acts of the
2 Defendants and will be caused to miss additional time from his usual occupation in the future,
3 causing him to be further diminished in his earning capacity.

4 56. As a further direct and proximate result of the brutal and malicious beating
5 described herein, Plaintiff was caused to suffer severe and extreme physical, emotional, and
6 mental injuries which are believed to be permanent in nature. Said injuries have caused him to
7 lose time from his usual employment and to incur costs for medical treatment required to help
8 him recover from his injuries. Plaintiff believes said costs and damages will continue to accrue
9 in the future.

10 57. Further, in light of the heinous beating which plaintiff suffered as a result of
11 Defendants' malicious, intentional, grossly negligent, conscious disregard, reckless, careless,
12 negligent and/or tortuous conduct, Plaintiff is entitled to an award of exemplary and punitive
13 damages in an amount which a jury determines will adequately punish such vicious and
14 despicable acts and deter defendants from engaging in such acts in the future.

15 **THIRD CAUSE OF ACTION – INDIVIDUAL CLAIM**

16 **BATTERY**

17 **(BY PLAINTIFF AGAINST DEFENDANT LAJU CHOUDHURY, DOE ASSAILANT, AND DOES 1**
18 **THROUGH 50)**

19 58. Plaintiff hereby incorporates by reference and re-alleges each and every
20 allegation set forth in each and every preceding paragraph of this Complaint, as though fully set
21 forth herein.

22 59. On or about December 14, 2012, while transporting two (2) passengers during
23 the course and scope of his employment for Defendants, defendant Laju Choudhury, DOE
24 Assailant, and DOES 1 through 50, who were employees, agents, co-conspirators and/or aiders
25 and abettors of the other Defendants, and each of them, punched and hit Plaintiff multiple times
26 in the face, head and body, knocking teeth from his head and breaking his jaw.

27 60. In doing the aforementioned acts Defendants, and each of them, intended to
28 cause and did cause a harmful and offensive contact with Plaintiff's face and body.

1 61. At no time did Plaintiff consent to any of the above acts.

2 62. As a direct and proximate result of the aforementioned acts of the Defendants,
3 Plaintiff suffered the loss of teeth, a fractured jaw, physical pain and suffering, humiliation and
4 emotional distress, without being limited thereto.

5 63. As a direct and proximate result of the aforementioned actions of the
6 Defendants, Plaintiff has been caused to expend money and incur financial obligations for
7 medical services and treatment in an effort to recover from his injuries. Said injuries are
8 believed to be permanent in nature and will require Plaintiff to expend money and incur
9 additional financial obligations in the future for further medical treatment and services.

10 64. As a further direct and proximate result of the aforementioned acts, Plaintiff was
11 caused to and did suffer great and extreme emotional distress including shock, anxiety, worry,
12 depression, sleeplessness, mortification, humiliation, and indignity. Said emotional distress
13 continues from day to day and is of such a substantial and enduring quality that no reasonable
14 person in a civilized society should be expected to endure it.

15 65. As a further direct and proximate result of the aforementioned acts of the
16 Defendants, Plaintiff was prevented from attending to his usual occupation and was thereby
17 caused to lose earnings while recovering from the aforementioned injuries. Further, Plaintiff
18 has been permanently disabled and/or impaired as a result of the aforementioned acts of the
19 Defendants and will be caused to miss additional time from his usual occupation in the future,
20 causing him to be further diminished in his earning capacity.

21 66. As a direct and proximate result of the brutal and malicious beating described
22 herein, Plaintiff was caused to suffer severe and extreme physical, emotional, and mental
23 injuries which are believed to be permanent in nature. Said injuries have caused him to lose
24 time from his usual employment and to incur costs for medical treatment required to help him
25 recover from his injuries. Plaintiff believes said costs and damages will continue to accrue in
26 the future.

27 67. Further, in light of the heinous beating which Plaintiff suffered as a result of
28 Defendants' malicious, intentional, grossly negligent, conscious disregard, reckless, careless,

1 negligent and/or tortuous conduct, Plaintiff is entitled to an award of exemplary and punitive
2 damages in an amount which a jury determines will adequately punish such vicious and
3 despicable acts and deter Defendants from engaging in such acts in the future.

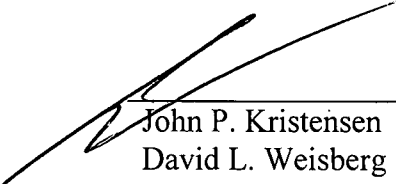
4 **PRAYER FOR RELIEF**

5 WHEREFORE, Plaintiff requests of this Court the following relief:

- 6 1. Certifying the Class as requested herein;
- 7 2. Appointing Plaintiff as Class Representative, and his counsel to represent
8 the Class;
- 9 3. For general damages in an amount to be proven at trial;
- 10 4. For compensatory damages according to proof at trial;
- 11 5. For special damages according to proof at trial;
- 12 6. For exemplary and punitive damages according to proof at trial;
- 13 7. For restitution of unpaid monies;
- 14 8. For attorneys' fees;
- 15 9. For costs of suit incurred herein;
- 16 10. For statutory penalties;
- 17 11. For civil penalties;
- 18 12. For pre-judgment interest;
- 19 13. For post-judgement interest; and
- 20 14. For such other and further relief as the Court may deem just and proper.

21
22 Dated: August 14, 2015

KRISTENSEN WEISBERG, LLP

23
24 
25 _____
26 John P. Kristensen
27 David L. Weisberg
28 Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury on all issues which may be tried by a jury.

Dated: August 14, 2015

KRISTENSEN WEISBERG, LLP

John P. Kristensen
David L. Weisberg
Attorneys for Plaintiff

Kristensen Weisberg, LLP
12304 Santa Monica Blvd., Suite 100
Los Angeles, California 90025

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ORIGINAL

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
 John P. Kristensen (SBN 224132)
 Kristensen Weisberg, LLP
 12304 Santa Monica Boulevard, Suite 100
 Los Angeles, California 90025
 TELEPHONE NO.: (310) 507-7924 FAX NO.: (310) 507-7906
 ATTORNEY FOR (Name): Plaintiff Omar Zine, et al.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles
 STREET ADDRESS: 111 North Hill Street
 MAILING ADDRESS:
 CITY AND ZIP CODE: Los Angeles, California 90012
 BRANCH NAME: Stanley Mosk Courthouse

FOR COURT USE ONLY

FILED
 Superior Court of California
 County of Los Angeles

AUG 14 2015

Sherril R. Carter, Executive Officer/Clerk
 By Moscos Soto Deputy

CASE NAME:
 Omar Zine, et al. v. Uber Technologies, Inc., et al.

CIVIL CASE COVER SHEET

Unlimited (Amount demanded exceeds \$25,000) **Limited** (Amount demanded is \$25,000 or less)

Complex Case Designation

Counter **Joinder**

Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER:
BC 5 9 1 3 5 1

JUDGE:
 DEPT:

Items 1-6 below must be completed (see instructions on page 2).

1. Check **one** box below for the case type that best describes this case:

<p>Auto Tort</p> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <p>Other PIP/D/W (Personal Injury/Property Damage/Wrongful Death) Tort</p> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PIP/D/W (23) <p>Non-PI/PD/W (Other) Tort</p> <input checked="" type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/W tort (35) <p>Employment</p> <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<p>Contract</p> <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) <p>Real Property</p> <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <p>Unlawful Detainer</p> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <p>Judicial Review</p> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	<p>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)</p> <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <p>Enforcement of Judgment</p> <input type="checkbox"/> Enforcement of judgment (20) <p>Miscellaneous Civil Complaint</p> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <p>Miscellaneous Civil Petition</p> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- a. Large number of separately represented parties d. Large number of witnesses
 b. Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve e. Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
 c. Substantial amount of documentary evidence f. Substantial postjudgment judicial supervision
3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive
4. Number of causes of action (specify): Three (3)
5. This case is is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: August 14, 2015
 John P. Kristensen
 (TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

- Auto (22)—Personal Injury/Property Damage/Wrongful Death
- Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

- Asbestos (04)
 - Asbestos Property Damage
 - Asbestos Personal Injury/Wrongful Death
- Product Liability (*not asbestos or toxic/environmental*) (24)
- Medical Malpractice (45)
 - Medical Malpractice—Physicians & Surgeons
 - Other Professional Health Care Malpractice
- Other PI/PD/WD (23)
 - Premises Liability (e.g., slip and fall)
 - Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
 - Intentional Infliction of Emotional Distress
 - Negligent Infliction of Emotional Distress
 - Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

- Business Tort/Unfair Business Practice (07)
- Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
- Defamation (e.g., slander, libel) (13)
- Fraud (16)
- Intellectual Property (19)
- Professional Negligence (25)
 - Legal Malpractice
 - Other Professional Malpractice (*not medical or legal*)
- Other Non-PI/PD/WD Tort (35)

Employment

- Wrongful Termination (36)
- Other Employment (15)

Contract

- Breach of Contract/Warranty (06)
 - Breach of Rental/Lease Contract (*not unlawful detainer or wrongful eviction*)
- Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)
- Negligent Breach of Contract/Warranty
- Other Breach of Contract/Warranty
- Collections (e.g., money owed, open book accounts) (09)
 - Collection Case—Seller Plaintiff
 - Other Promissory Note/Collections Case
- Insurance Coverage (*not provisionally complex*) (18)
 - Auto Subrogation
 - Other Coverage
- Other Contract (37)
 - Contractual Fraud
 - Other Contract Dispute

Real Property

- Eminent Domain/Inverse Condemnation (14)
- Wrongful Eviction (33)
- Other Real Property (e.g., quiet title) (26)
 - Writ of Possession of Real Property
 - Mortgage Foreclosure
 - Quiet Title
 - Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

- Commercial (31)
- Residential (32)
- Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

- Asset Forfeiture (05)
- Petition Re: Arbitration Award (11)
- Writ of Mandate (02)
 - Writ—Administrative Mandamus
 - Writ—Mandamus on Limited Court Case Matter
 - Writ—Other Limited Court Case Review
- Other Judicial Review (39)
 - Review of Health Officer Order
 - Notice of Appeal—Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

- Antitrust/Trade Regulation (03)
- Construction Defect (10)
- Claims Involving Mass Tort (40)
- Securities Litigation (28)
- Environmental/Toxic Tort (30)
- Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

- Enforcement of Judgment (20)
 - Abstract of Judgment (Out of County)
 - Confession of Judgment (*non-domestic relations*)
 - Sister State Judgment
 - Administrative Agency Award (*not unpaid taxes*)
 - Petition/Certification of Entry of Judgment on Unpaid Taxes
 - Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

- RICO (27)
- Other Complaint (*not specified above*) (42)
 - Declaratory Relief Only
 - Injunctive Relief Only (*non-harassment*)
 - Mechanics Lien
 - Other Commercial Complaint Case (*non-tort/non-complex*)
 - Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

- Partnership and Corporate Governance (21)
- Other Petition (*not specified above*) (43)
 - Civil Harassment
 - Workplace Violence
 - Elder/Dependent Adult Abuse
 - Election Contest
 - Petition for Name Change
 - Petition for Relief From Late Claim
- Other Civil Petition

SHORT TITLE:

Omar Zine, et al. v. Uber Technologies, Inc., et al.

CASE NUMBER

ORIGINAL

**CIVIL CASE COVER SHEET ADDENDUM AND
STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to Local Rule 2.0 in all new civil case filings in the Los Angeles Superior Court.

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL? YES CLASS ACTION? YES LIMITED CASE? YES TIME ESTIMATED FOR TRIAL 5-7 HOURS/ DAYS

Item II. Indicate the correct district and courthouse location (4 steps – If you checked “Limited Case”, skip to Item III, Pg. 4):

Step 1: After first completing the Civil Case Cover Sheet form, find the main Civil Case Cover Sheet heading for your case in the left margin below, and, to the right in Column **A**, the Civil Case Cover Sheet case type you selected.

Step 2: Check one Superior Court type of action in Column **B** below which best describes the nature of this case.

Step 3: In Column **C**, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Local Rule 2.0.

Applicable Reasons for Choosing Courthouse Location (see Column C below)

1. Class actions must be filed in the Stanley Mosk Courthouse, central district.
2. May be filed in central (other county, or no bodily injury/property damage).
3. Location where cause of action arose.
4. Location where bodily injury, death or damage occurred.
5. Location where performance required or defendant resides.
6. Location of property or permanently garaged vehicle.
7. Location where petitioner resides.
8. Location wherein defendant/respondent functions wholly.
9. Location where one or more of the parties reside.
10. Location of Labor Commissioner Office

Step 4: Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
Other Personal Injury/Property Damage/Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2. 2.
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 4. 1., 4.
	Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1., 4.
		<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1., 4.
<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress		1., 3.	
<input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death		1., 4.	

Non-Personal Injury/ Property
 Damage/ Wrongful Death Tort

Employment

Contract

Real Property

Unlawful Detainer

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Business Tort (07)	<input checked="" type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 3.
Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.
Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3.
Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2.,3.
Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1., 2., 3. 10.
Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.
Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5., 6. 2., 5.
Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.
Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2.
Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6. 2., 6. 2., 6.
Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2., 6.
Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
	Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.
	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited-Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2., 8. 2. 2.
	Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2., 8.
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.
	Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1., 2., 3.
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.
	Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment	2., 9.
		<input type="checkbox"/> A6160 Abstract of Judgment	2., 6.
		<input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations)	2., 9.
		<input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes)	2., 8.
		<input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax	2., 8.
<input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 8., 9.		
Miscellaneous Civil Complaints	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only	1., 2., 8.
		<input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment)	2., 8.
		<input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex)	1., 2., 8.
<input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8.		
Miscellaneous Civil Petitions	Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment	2., 3., 9.
		<input type="checkbox"/> A6123 Workplace Harassment	2., 3., 9.
		<input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case	2., 3., 9.
		<input type="checkbox"/> A6190 Election Contest	2.
		<input type="checkbox"/> A6110 Petition for Change of Name	2., 7.
<input type="checkbox"/> A6170 Petition for Relief from Late Claim Law	2., 3., 4., 8.		
<input type="checkbox"/> A6100 Other Civil Petition	2., 9.		

SHORT TITLE:

Omar Zine, et al. v. Uber Technologies, Inc., et al.

CASE NUMBER

Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., **Step 3** on Page 1, as the proper reason for filing in the court location you selected.

REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case. <input checked="" type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.			ADDRESS: This is a class action lawsuit, therefore Stanley Mosk Courthouse, central district, is the proper venue.
CITY: Los Angeles	STATE: CA	ZIP CODE: 90012	

Item IV. Declaration of Assignment: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Stanley Mosk courthouse in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., § 392 et seq., and Local Rule 2.0, subs. (b), (c) and (d)].

Dated: August 14, 2015



(SIGNATURE OF ATTORNEY/FILING PARTY)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 03/11).
5. Payment in full of the filing fee, unless fees have been waived.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

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