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14 **UNITED STATES DISTRICT COURT**
15 **NORTHERN DISTRICT OF CALIFORNIA**
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18 NATIONAL FEDERATION OF THE BLIND
19 OF CALIFORNIA, NATIONAL
FEDERATION OF THE BLIND, MICHAEL
20 KELLY, MICHAEL HINGSON, and
MICHAEL PEDERSEN,

21 Plaintiffs,

22 v.

23 UBER TECHNOLOGIES, INC.,

24 Defendant.
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Case No. 3:14-cv-4086 NC

**SECOND AMENDED COMPLAINT FOR
VIOLATIONS OF THE AMERICANS
WITH DISABILITIES ACT, 42 U.S.C. §§
12101, et seq., THE CALIFORNIA UNRUH
CIVIL RIGHTS ACT, CAL. CIV. CODE
§§ 51 & 52, AND THE CALIFORNIA
DISABLED PERSONS ACT, CAL. CIV.
CODE §§ 54-54.3**

INTRODUCTION

1
2 1. This class action seeks to put an end to violations of the ADA committed by Uber
3 Technologies, Inc., as well as its subsidiary and affiliate entities nationwide (collectively “Uber”
4 or “Defendant”) against blind individuals who use guide dogs. Plaintiffs National Federation of
5 the Blind (“NFB”) and National Federation of the Blind of California (“NFB-CA”) sue on behalf
6 of their members, including Plaintiff Kelly, who has been and will continue to be denied access
7 to transportation services arranged through the Uber mobile software application (“Uber
8 transportation services”) and Plaintiff Hingson, who has been and continues to be deterred from
9 using Uber transportation services, all because Uber has failed to ensure that blind riders with
10 service animals, including many other members of Plaintiffs NFB and NFB-CA, can access Uber
11 transportation services. Likewise, Michael Pedersen, a blind resident of San Francisco who uses
12 a guide dog, also sues alongside Plaintiffs NFB and NFB-CA because Pedersen has been and
13 will continue to be denied access to Uber transportation services on the basis of his using a
14 service animal.

15 2. Uber offers access to transportation services for sighted individuals throughout
16 the United States. Transportation arranged through the Uber mobile software application (“app”)
17 is highly cost-effective and widely available. Uber uses the app to arrange rides between
18 passengers and its fleet of drivers in much the same way that a taxi dispatch arranges rides for
19 customers.

20 3. Drivers who use the Uber app (“drivers”) are refusing to transport many blind
21 individuals who use service animals, including members of NFB and NFB-CA. One driver
22 denied rides to one blind woman on twelve separate occasions, while other drivers have refused
23 service to a blind parent on her way to a pharmacy to get a prescription for her feverish toddler,
24 abandoned blind travelers in extreme weather, and cancelled rides for discriminatory purposes
25 and then charged the riders cancellation fees, all because these individuals were using guide
26 dogs. Drivers have refused to transport Jamey Gump, Manveen Chahal, Cody Austin Meyer,
27 Brooklyn Rodden, Michael Kelly, Jessie Lorenz, Jonathan Lyens, and Juanita Herrera (all blind
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1 members of NFB-CA and NFB) because they use guide dogs. In total, Plaintiffs are aware of
2 more than 150 instances where drivers on the Uber platform refused to transport blind
3 individuals with service animals. Drivers who refused to transport these blind individuals did so
4 after they initially agreed to transport the riders. The Drivers denied the requested transportation
5 service after the drivers had arrived and discovered that the riders used service animals.

6 4. In addition, some drivers mishandle guide dogs, harass blind customers with
7 guide dogs, or give low feedback scores to passengers with service animals even when drivers do
8 not outright deny the provision of transportation service. Blind customers with guide dogs have
9 been yelled at by drivers who are hostile toward their guide dogs. In addition, upon information
10 and belief, passengers with service animals receive lower average ratings from drivers. A lower
11 rating reduces the probability that a driver will agree to provide transportation to a passenger in
12 the future.

13 5. Many of these blind individuals submitted written complaints to Uber concerning
14 the discriminatory treatment that they experienced. However, Uber has failed to notify most of
15 these individuals regarding whether Uber has thoroughly investigated their complaints,
16 disciplined the relevant drivers, or taken any other meaningful steps to ensure that these drivers
17 do not continue to unlawfully discriminate against them or other individuals with service
18 animals. Instead, Uber representatives often responded to these complaints by denying
19 responsibility for the discrimination. Meanwhile, many of these blind individuals experience
20 ongoing denials from multiple drivers.

21 6. Plaintiff Kelly is blind, uses a guide dog, and is a member of NFB and NFB-CA.
22 Mr. Kelly travels in vehicles on the UberX platform with companions who use the Uber app. Mr.
23 Kelly and his companions have been denied access to UberX transportation services because of
24 the presence of Mr. Kelly's service animal.

25 7. Plaintiff Hingson is blind, uses a guide dog, and is a member of NFB and NFB-
26 CA. Mr. Hingson, a public speaker and best-selling author, travels extensively throughout
27 California and has traveled with a guide dog for decades. Mr. Hingson is aware of drivers'
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1 widespread discrimination against blind individuals with service animals, and Mr. Hingson has
2 refrained and continues to refrain from creating an Uber user account or otherwise using Uber
3 transportation services because he fears experiencing similar discrimination. Mr. Hingson has
4 been deterred from using Uber on many specific occasions when it would have been convenient
5 for him to use Uber's app to arrange transportation.

6 8. Plaintiff Pedersen is blind, uses a guide dog, and is a resident of San Francisco,
7 California. Mr. Pedersen has been denied access to Uber transportation services multiple times.
8 Mr. Pedersen would like to continue using Uber transportation services without fear that drivers
9 will refuse to drive him.

10 9. When drivers deny rides to blind riders with service animals, blind individuals
11 experience several harms. They face unexpected delays, they must arrange alternate
12 transportation that is sometimes more costly, and they face the degrading experience of being
13 denied a basic service that is available to all other paying customers.

14 10. In addition, Uber charges many blind riders with guide dogs cancellation fees
15 after drivers have unlawfully denied them service. These blind riders are also often placed in the
16 uncomfortable position of explaining to uninformed drivers that service animals are protected by
17 law and that blind people have the right to bring service animals into vehicles providing
18 transportation services to the public.

19 11. Uber is violating basic equal access requirements under the ADA by failing to
20 implement policies and procedures that would prevent or reduce discrimination against blind
21 riders committed by drivers. Uber can implement policies and procedures, including policies and
22 procedures that leverage its mobile smart phone software applications, that would prevent or
23 reduce discrimination committed by drivers against blind riders with service dogs.

24 12. Uber and other similar services are a critical transportation option for many blind
25 individuals. Due to distances between destinations and the limitations of public transportation
26 and paratransit, many blind persons must use transportation network company services to travel
27 from one place to another. The fact that vehicles on the Uber platform have frequently refused to
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1 transport Plaintiffs Kelly and Pedersen and other blind riders with service animals, and that this
2 discrimination deters Plaintiff Hingson and other members of Plaintiffs NFB and NFB-CA with
3 service animals from using Uber, means that members of Plaintiff NFB and NFB-CA are denied
4 full and equal access to this critical mode of transportation.

5 13. Due to the public's widespread adoption of smart phones, Uber and other
6 transportation network companies are quickly supplanting traditional taxi companies and
7 becoming the public's primary option for on-demand transportation services. Uber offers its app
8 to the public in many cities throughout the United States and is quickly expanding its scope of
9 service to more communities.

10 14. Congress provided a clear and national mandate for the elimination of
11 discrimination against individuals with disabilities when it enacted the Americans with
12 Disabilities Act. Such prohibited discrimination includes discrimination in the provision of taxi
13 services and other transportation services.

14 15. Plaintiffs NFB-CA and Hingson proposed to Uber that the parties avoid litigation
15 and instead attempt to resolve this matter through structured negotiations, but Defendant Uber
16 refused. Plaintiffs were ultimately unable to obtain a commitment by Defendant Uber to remedy
17 these barriers to full and equal access, prior to filing a lawsuit.

18 JURISDICTION

19 16. This Court has subject matter jurisdiction of this action pursuant to 28 U.S.C. §
20 1331 and 42 U.S.C. § 12188, for Plaintiffs' claims arising under the Americans with Disabilities
21 Act, 42 U.S.C. §§ 12101, *et seq.*

22 17. This Court has supplemental jurisdiction pursuant to 28 U.S.C. § 1367, over the
23 Named Plaintiffs' pendent claims under the California Unruh Civil Rights Act (California Civil
24 Code §§ 51, *et seq.*), and the Disabled Persons Act (California Civil Code §§ 54-54.3).

25 VENUE

26 18. Venue is proper in the Northern District pursuant to 28 U.S.C. §§ 1391(b)-(c).
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1 19. Defendant is headquartered in the Northern District of California and is registered
2 to do business in California. Defendant does business in the Northern District of California.
3 Defendant offers access to on-demand transportation services in cities throughout California,
4 including in the Northern District of California.

5 20. Defendant is subject to personal jurisdiction in the Northern District of California.
6 Defendant has been and is committing the acts alleged herein in the Northern District of
7 California, has been and is violating the rights of consumers with disabilities in the Northern
8 District of California, and has been and is causing injury to consumers with disabilities in the
9 Northern District of California.

10 21. Plaintiffs NFB and NFB-CA have many members who reside in the Northern
11 District of California. In addition, Plaintiffs Hingson and Pedersen have experienced injury in the
12 Northern District of California.

13 **PARTIES**

14 22. NFB-CA is a duly organized nonprofit association of blind Californians. It is the
15 California State affiliate of the National Federation of the Blind. NFB-CA's mission is to
16 promote the vocational, cultural, and social advancement of the blind; to achieve the integration
17 of the blind into society on a basis of equality with the sighted; and to take any other action
18 which will improve the overall condition and standard of living of the blind. Reliable access to
19 modern, publicly available transportation services such as those available through the Uber app
20 is critical to NFB-CA and its members. Securing access to the Uber transportation services
21 advances NFB-CA's goal to promote integration of the blind into society on a basis of equality
22 by enabling blind individuals to travel in the same way that many sighted individuals travel.
23 Drivers have refused to transport members of NFB-CA because they have service animals. NFB-
24 CA sues on behalf of its members who have been denied access to or deterred from using the
25 Uber app due to unlawful discrimination against blind individuals with service animals. NFB-CA
26 also sues in furtherance of its extensive efforts and expenditure of resources in advancing its
27 mission to improve independence of the blind. Securing access to the Uber service advances this
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1 mission because access to the Uber service enables blind individuals to travel more
2 independently. Thus, discrimination against members of NFB-CA and other blind individuals
3 who use service animals frustrates this mission of NFB-CA and results in the diversion of its
4 resources to address Defendant's and drivers' discriminatory practices.

5 23. Plaintiff NFB, a national membership organization of blind persons, is a nonprofit
6 corporation duly organized under the laws of the District of Columbia, with its principal place of
7 business in Baltimore, Maryland. It has affiliates in all 50 states. The vast majority of its
8 approximately 50,000 members are individuals who are blind and disabled within the meaning of
9 the ADA. The purpose of the NFB is to promote the general welfare of blind Americans by
10 assisting blind individuals in their efforts to integrate themselves into society on terms of
11 equality and by removing barriers and changing social attitudes, stereotypes, and mistaken
12 beliefs about the limitations created by blindness. The NFB and many of its members have been
13 actively involved in promoting accessible technology and transportation for the blind, so that
14 blind persons can live and work independently in today's world. NFB members have
15 encountered and will continue to encounter discriminatory treatment and denials of service by
16 drivers because of their use of service animals. NFB sues on behalf of its members who have
17 been denied access to or deterred from using the Uber app due to unlawful discrimination against
18 blind individuals with service animals. Additionally, NFB sues in furtherance of its mission to
19 improve independence of the blind, since securing access to Uber service for its members and all
20 blind Americans promotes NFB's goal of enabling blind individuals to live independent lives
21 and integrate into society on an equal basis. Discrimination against NFB members and other
22 blind individuals who use service animals frustrates NFB's mission and results in the diversion
23 of resources to address Defendant's and drivers' discriminatory practices.

24 24. Plaintiff Michael Kelly is blind, uses a guide dog, is a member of NFB and NFB-
25 CA, and currently resides in Sacramento, California. Mr. Kelly is a musician and virtuoso
26 electric bassist. Mr. Kelly often travels with his girlfriend, who has an Uber account. Mr. Kelly
27 and his girlfriend prefer to travel together when going out to eat or running errands in the
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1 Sacramento area. The Uber app potentially offers a convenient and affordable way for Mr. Kelly
2 and his girlfriend to travel, though this convenience is undermined by the discriminatory
3 practices of Uber. Mr. Kelly will continue to attempt to travel using the Uber app with his
4 girlfriend and other companions who use the Uber mobile application. Mr. Kelly and his
5 girlfriend have been and will continue to be denied access to Uber transportation services
6 because of the presence of Mr. Kelly's service animal.

7 25. Plaintiff Michael Hingson is blind, uses a guide dog, is a member of NFB and
8 NFB-CA, and currently resides in Victorville, California. Mr. Hingson is a public speaker and a
9 best-selling author who has traveled with a guide dog for decades. Mr. Hingson regularly travels
10 and regularly uses taxis within California for work and leisure. Mr. Hingson often travels to Los
11 Angeles and Sacramento in connection with his advocacy work for NFB-CA. He also regularly
12 travels to San Francisco for personal and professional business. Though Mr. Hingson would like
13 to use the Uber transportation service, he is deterred from signing up for and attempting to use
14 the Uber app because of the discrimination that other blind guide dog users have experienced
15 when attempting to arrange Uber transportation services. Mr. Hingson owns and regularly uses
16 an iPhone capable of running the Uber iPhone application, and Mr. Hingson has a credit card that
17 he could use to pay for Uber transportation services.

18 26. Plaintiff Michael Pedersen is blind, uses a guide dog, and currently resides in San
19 Francisco, California. Mr. Pedersen is employed as a software developer and regularly commutes
20 from his home in San Francisco to his place of work. Mr. Pedersen's wife has used her Uber
21 account to request rides for Mr. Pedersen as he is preparing to leave for work in the morning. Mr.
22 Pedersen has been denied access to Uber transportation services multiple times because of his
23 service animal. Mr. Pedersen will continue to attempt to travel using the Uber app. Mr. Pedersen
24 will continue to be denied access to Uber transportation services because of the presence of his
25 service animal.

26 27. The term "Named Plaintiffs" used in this complaint means NFB-CA and NFB, on
27 behalf of themselves and their members with service animals who have been denied access to or
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1 deterred from using the Uber app because of discrimination against blind persons with service
2 animals, Mr. Kelly, Mr. Hingson, and Mr. Pedersen, unless otherwise indicated. The term
3 “Individual Plaintiffs” used in this complaint means Mr. Kelly, Mr. Hingson, and Mr. Pedersen,
4 unless otherwise indicated.

5 28. Defendant Uber Technologies, Inc., a for-profit technology company based in
6 California engineers a smart phone software application to arrange rides between passengers and
7 drivers in much the same way that a taxi dispatch arranges rides for customers. Uber’s customers
8 request rides through Uber; the Uber app identifies an available driver to transport each
9 customer; the Uber app bills customers for their rides in Uber vehicles; Uber provides customers
10 with receipts; and Uber handles inquiries and complaints from customers concerning drivers and
11 transportation services.

12 CLASS ACTION ALLEGATIONS

13 29. Plaintiffs seek certification of the following nationwide class pursuant to
14 Fed.R.Civ.P. 23(a) and 23(b)(2): “all blind or visually disabled individuals nationwide who
15 travel with the assistance of service animals and who have used, attempted to use, or been
16 deterred from attempting to use transportation arranged through the Uber rider app.”

17 30. The persons in the Class are so numerous that joinder of all such persons is
18 impractical and the disposition of their claims in a class action is a benefit to the parties and to
19 the Court.

20 31. The action involves common questions of law and fact affecting the parties to be
21 represented in that they all have been and/or are being denied their civil rights to full and equal
22 access to, and use and enjoyment of, the Uber app.

23 32. The case arises out of Defendant’s policies and practices of permitting ongoing
24 discrimination against guide dog users by individual drivers, of failing to implement protections
25 to ensure that drivers understand and comply with anti-discrimination law, and of failing to
26 provide adequate support and recourse to riders who are discriminated against.

27 33. The claims of the Named Plaintiffs are typical of those of the Class.
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1 34. Plaintiffs will fairly and adequately represent and protect the interests of the
2 members of the Class. Plaintiffs have retained and are represented by counsel competent and
3 experienced in complex class action litigation, including class actions brought under the
4 Americans with Disabilities Act.

5 35. Class certification of the claims is appropriate pursuant to Fed. R. Civ P. 23(b)(2)
6 because Uber has acted or refused to act on grounds generally applicable to the Class, making
7 appropriate both declaratory and injunctive relief with respect to Named Plaintiffs and the Class
8 as a whole.

9 36. References to “Plaintiffs” shall be deemed to include Named Plaintiffs, and each
10 member of the Class, unless otherwise indicated.

11 **FACTUAL ALLEGATIONS**

12 37. Uber provides access to several different transportation products to members of
13 the general public in a rapidly expanding number of metropolitan areas across the United States.
14 Uber transportation products vary based on the type of vehicle providing the transportation. Uber
15 offers UberX, a cost-effective taxi-like option, UberPOOL, a carpooling product, UberXL and
16 UberSUV, a taxi-like option limited to large vehicles, UberBLACK, a black-car product,
17 UberTAXi, which connects riders to drivers who drive taxis, and UberSELECT, a luxury-car
18 product. All of these transportation options operate in a similar way: Uber uses mobile
19 applications to connect riders to available drivers and facilitate payments. To use the Uber app,
20 an individual must either (1) create a user account, and provide Uber with her phone number,
21 credit card information, and email address, or (2) travel as the guest of an individual with an
22 Uber customer account. Uber has developed mobile software applications for iPhones, Android
23 phones, and Windows phones that customers use to request transportation from Uber for
24 themselves and/or guests. A vehicle on the Uber platform is able to transport a single passenger
25 or group of passengers traveling together up to the safe capacity of the requested vehicle, which
26 is usually no more than four passengers.

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1 38. To use one of the Uber transportation services, a customer submits a request on
2 behalf of himself or other passengers through one of Uber’s platforms available on the app. Once
3 Uber identifies the closest available vehicle, Uber notifies the requester either by text message or
4 through its smart phone application. The notification includes the driver’s name, customer rating,
5 phone number, vehicle license plate number, make and model of the vehicle, and the driver’s
6 estimated time of arrival. Uber’s mobile application allows the requesting customer to track the
7 vehicle’s location as the driver navigates to the requesting customer’s identified pick-up address.
8 Requesting customers may also submit the desired trip destination through Uber’s mobile
9 application.

10 39. The Uber app notifies the requesting customer once his or her vehicle has arrived.
11 The requester or any other associated passengers may then board the vehicle. If the requesting
12 customer submitted the destination address, the app will supply the driver with turn-by-turn
13 directions to the desired destination. If the requesting customer did not enter the destination into
14 Uber’s application, the passenger(s) provides the driver with the desired destination. The driver
15 then begins the trip in the Uber software application and proceeds to the desired destination.
16 When the vehicle arrives at the desired destination, the driver ends the trip in the Uber smart
17 phone application.

18 40. Uber decides who may access the app. Individuals who wish to use the driver app
19 must undergo a criminal background check, undergo a driving record check, present their
20 driver’s license, vehicle registration, and driver’s insurance, and complete various forms. Once
21 an individual becomes a driver, the app controls which trip requests are transmitted to each
22 driver. Uber also exercises control over termination of drivers’ relationships with Uber, and Uber
23 terminates drivers’ contracts for several reasons, including for poor ratings from customers.

24 41. Uber also controls who may use the rider application. Uber makes the Uber
25 application available only to passengers when at least one requesting customer has a credit card
26 and a smart phone that can run one of its mobile applications, creates an Uber account, and
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1 requests a ride through Uber’s mobile application. Customers cannot access the Uber platform by
2 physically hailing an Uber vehicle on the street.

3 42. Uber has requirements for the type and age of the vehicle that drivers may use to
4 operate on the Uber app. In addition, in some jurisdictions, the vehicle a driver uses while on the
5 Uber platform must pass an inspection.

6 43. Uber records many details about the demand-responsive transportation services
7 that drivers provide, including for each trip: (1) the pickup location, (2) the time of pickup, (3)
8 the drop off location, (4) the time of drop off, (5) the distance traveled, (6) the trip duration, and
9 (7) the customer’s identity. Uber periodically reviews the driving records of drivers. Uber also
10 asks customers for written feedback after every ride that a driver provides, and Uber routinely
11 follows up with customers who express dissatisfaction. Customers who wish to lodge complaints
12 concerning drivers do so by contacting Uber.

13 44. In addition, in some circumstances, Uber provides drivers with the option to use
14 iPhones loaded with Uber’s smart phone application. When providing transportation services,
15 drivers use these phones to receive and respond to trip requests, receive GPS-based navigational
16 guidance, record the beginning and end of each trip, communicate with customers, and cancel
17 trips. In addition, Uber maintains general commercial liability insurance to cover claims
18 concerning incidents that occur while drivers are providing transportation services on the Uber
19 app.

20 45. Customers do not pay drivers of Uber vehicles in cash. Instead, Uber
21 automatically charges a customer’s credit card after the vehicle arrives at the desired destination.
22 Fares for Uber transportation services are based on the duration and distance of each trip and
23 other factors such as demand at the time and place of the ride, as determined by Uber’s
24 algorithms. Uber keeps a percentage of each fare. Thus, Uber remits fares to drivers based on the
25 duration and distance of the trips that they provide to passengers. Payments are not transferred
26 directly from customers to drivers; rather, Uber collects and holds customer payments, deducts
27 fees, and then later transfers money to drivers.
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1 46. On September 19, 2013, the California Public Utilities Commission ruled that
2 Uber is a transportation network company with respect to the UberX service. The Commission
3 requires that Uber possess a Class P Charter Party Carrier permit issued by the Commission to
4 operate the UberX service in California. The Commission stated that Uber may not discriminate
5 against people with disabilities in the operation of the UberX transportation service and required
6 that Uber’s website and mobile applications comply with Level AA of version 2.0 of the Web
7 Content Accessibility Guidelines.

8 47. Members of Plaintiffs NFB and NFB-CA and many other blind individuals use
9 the Uber application. Many of these individuals operate Uber’s smart phone software
10 application using text-to-speech technology that is built into iPhones. Text-to-speech software,
11 commonly used by persons who are blind or visually impaired, enables blind persons to operate
12 smart phones by translating visual information and text displayed on a touchscreen device into
13 audible synthesized speech or into Braille on a portable electronic braille display.

14 48. Drivers have refused on the basis of disability to transport many blind individuals
15 with service animals, including members of Plaintiffs NFB and NFB-CA.

16 49. For example, Jamey Gump is blind, uses a guide dog, and is a member of NFB
17 and NFB-CA. On or about March 23, 2014, a driver refused to transport Mr. Gump in San
18 Leandro, California from a work-related event to his home. On that occasion, Mr. Gump used the
19 Uber mobile app to summon a vehicle. The driver pulled the vehicle up to where Mr. Gump was
20 standing on the curb and, after noticing that Mr. Gump had a dog, said “no pets allowed.” Mr.
21 Gump tried to explain that his guide dog was a service animal and that the driver had a legal
22 obligation to allow the service animal into the vehicle. Mr. Gump attempted to show the driver
23 an official guide dog identification card issued by his guide dog’s training program. The driver
24 adamantly refused to let Mr. Gump into the vehicle and drove away.

25 50. On or about May 21, 2014, another driver refused to transport Mr. Gump and a
26 friend who also uses a service animal because of their service animals. On that occasion, Mr.
27 Gump and Manveen Chahal, a friend and fellow member of NFB-CA who also uses a service
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1 animal, were enjoying an evening at the Dutch Goose, a local pub in downtown Menlo Park,
2 California. Mr. Gump had planned to leave on a trip early the next morning and requested an
3 UberX ride to get to his home in Menlo Park because of the late hour. After the requested vehicle
4 had pulled up to the curb, Mr. Gump and Mr. Chahal attempted to enter the vehicle and opened a
5 passenger door. The driver began shouting “no dogs!” Mr. Gump tried to explain that their dogs
6 were service animals for their disabilities and were legally allowed in the vehicle. The driver
7 began shouting and cursing at Mr. Gump and Mr. Chahal in a language that Mr. Gump did not
8 understand. Mr. Chahal speaks the language and was offended by the profanity and insults. As
9 Mr. Gump attempted to enter the vehicle, the driver quickly accelerated the vehicle forward,
10 nearly injuring Mr. Gump’s guide dog and causing an open passenger door to strike Mr. Chahal.
11 The driver then sped away and cancelled the ride request. Mr. Gump and Mr. Chahal
12 immediately called the police to file a report and used alternative transportation to travel home
13 approximately forty-five minutes later.

14 51. On August 20, 2014, Mr. Gump requested an UberX ride to pick him up at 214
15 Van Ness Ave., San Francisco, California. Mr. Gump determined from the map in the Uber
16 iPhone application that his requested vehicle was about to turn onto his street. Mr. Gump then
17 went out to the curb with his guide dog in direct sight of the oncoming vehicle to intercept the
18 driver. Mr. Gump noticed a vehicle slow its speed to a near stop in front of him and then
19 accelerate again as it passed him on the curb. A few seconds later, Mr. Gump received a
20 notification on his phone that the driver had cancelled the ride. Mr. Gump then requested a
21 second UberX ride, but the exact same driver accepted the request to pick up Mr. Gump for a
22 second time. Again, a few seconds after Mr. Gump received confirmation that this same driver
23 was on the way, the driver cancelled on him for a second time.

24 52. Mr. Gump wants to use the Uber application because it is available near his home,
25 an area with limited public transportation, and it would be convenient if it was reliably accessible
26 and non-discriminatory. However, after these experiences, he has been hesitant to use Uber so
27 frequently because he concluded that it is not a reliable transportation option for him.
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1 Notwithstanding Mr. Gump’s repeated complaints to Uber about his negative experiences since
2 the initial discriminatory ride denial, his access to Uber services did not improve. Mr. Gump
3 hopes that Uber will change its policies and practices to better prevent discrimination against
4 passengers with service animals so that he can enjoy Uber with the same convenience and
5 reliability enjoyed by others.

6 53. Cody Austin Meyer is blind, uses a guide dog, and is a member of NFB and NFB-
7 CA. A driver refused to transport Mr. Meyer on September 30, 2014. On that occasion, Mr.
8 Meyer was shopping at a grocery store in the Mission Valley Shopping Center in Fremont,
9 California and needed a way to transport his groceries back to his apartment. Mr. Meyer used the
10 Uber iPhone app to request a vehicle. A driver was assigned to pick Mr. Meyer up at the
11 shopping center. Mr. Meyer was standing on the curb in the shopping center waiting for the
12 driver when Mr. Meyer noticed a vehicle pull up near where he was standing and remain inactive
13 for an extended period of time. The driver then called Mr. Meyer’s cell phone. When the driver
14 observed Mr. Meyers answering his cell phone, the nearby vehicle rolled a window down and
15 told Mr. Meyer “no dogs!” Mr. Meyer explained that it was a certified service animal and it was
16 illegal for the driver to refuse to take him. The driver then began to drive away. Mr. Meyer
17 warned that he would report this incident to Uber. The driver said “go ahead” and left.

18 54. Mr. Meyer was then charged a cancellation fee. Because Mr. Meyer did not want
19 to risk being denied by yet another driver, Mr. Meyer went to the bus stop with his groceries to
20 catch the next bus. After a prolonged wait for the bus, Mr. Meyer called a friend to talk about the
21 incident and that friend eventually came to pick up Mr. Meyer using the friend’s personal
22 vehicle. Using a computer equipped with screen reader software, software that enables blind
23 individuals to read and interact with text and controls on properly coded websites, Mr. Meyer
24 visited Uber’s website the next day to submit a complaint. However, he had difficulty submitting
25 a complaint on Uber’s website because of its inaccessible design. Mr. Meyer called the telephone
26 number listed on Uber’s website and encountered a busy signal. Mr. Meyer was required to
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1 spend an extended period of time composing and submitting a written complaint to Uber in order
2 to get the cancellation fee refunded.

3 55. Brooklyn Rodden is blind, uses a guide dog, and is a member of NFB and NFB-
4 CA. A driver arranged using the Uber app refused to transport her and her boyfriend, Plaintiff
5 Michael Kelly, who also uses a service animal, on or about September 13, 2014. On that
6 occasion, Ms. Rodden used her Uber app to request a vehicle so that she and Plaintiff Kelly
7 could go out to dinner at Chicago Fire Pizza, a local pizza parlor in Sacramento, California.
8 When the requested driver arrived, Ms. Rodden and Plaintiff Kelly attempted to enter the vehicle
9 with their service animals and were refused access by the driver. Though Ms. Rodden and
10 Plaintiff Kelly explained that the driver's conduct was illegal, the driver maintained his refusal to
11 transport them because of their service animals and then drove away.

12 56. Jessie Lorenz is blind, uses a guide dog, and is a member of NFB and NFB-CA. A
13 driver refused to transport Ms. Lorenz on or about November 30, 2012. On that occasion, Ms.
14 Lorenz was leaving a fundraising event at Chevys Fresh Mex restaurant located at 201 3rd Street
15 in San Francisco. Ms. Lorenz and a friend both felt tired and decided to use Uber to request a
16 vehicle to BART. Ms. Lorenz's blind friend uses a white cane instead of a service animal. When
17 the vehicle arrived, the driver said "I don't take dogs." Ms. Lorenz did not want to have an
18 argument with the driver, so she did not protest. The driver was willing to transport Ms. Lorenz's
19 blind friend, so he took the vehicle arranged using Uber. Ms. Lorenz then walked to BART
20 alone. After that experience, Ms. Lorenz decided not to continue using Uber because she has
21 other transportation options and does not want to deal with the potential hassle and humiliation
22 that accompanies being denied a ride by a driver.

23 57. Jonathan Lyens is blind, uses a guide dog, and is a member of NFB and NFB-CA.
24 A driver refused to transport him from his home to a job interview in San Francisco, California
25 on or about February 20, 2014. On or about 8:30 a.m. on that date, Mr. Lyens requested UberX
26 transportation from his home in San Francisco. Uber notified Mr. Lyens that it had identified a
27 vehicle to transport him, and the app notified Mr. Lyens when the vehicle arrived at his home.
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1 Mr. Lyens then went with his guide dog to the street in front of his home to find his vehicle. Mr.
2 Lyens observed that a vehicle arrived at his home briefly after the app notified him that his
3 transportation had arrived. The app then notified Mr. Lyens that the driver had cancelled his ride,
4 and Mr. Lyens observed the vehicle in front of his home leave. As a result of this cancellation,
5 Mr. Lyens had to pay a higher fare for transportation to his interview. He was also late to his
6 interview because of the delay.

7 58. Juanita Herrera is a blind college student, uses a guide dog, is a member of NFB
8 and NFB-CA, and resides in Southern California. Ms. Herrera is interested in using the UberX
9 service because it is more convenient and affordable than other taxi options. She attempted to use
10 the UberX service for the first time on August 7, 2014. She requested a ride from the Macy's
11 store located at 6200 Slauson Avenue in Culver City, California. She was standing in front of the
12 store waiting for her requested ride when a driver approached her and asked if she was waiting
13 for an Uber. She answered yes, and the driver asked if her dog was coming with her. She told
14 him that her dog would accompany her and that her dog is not a pet. She explained that her dog
15 is a service animal and that he was legally required to take both her and her service animal. The
16 driver ignored her plea and refused to let her service animal enter the vehicle. The driver told her
17 that he was leaving for his next passenger. He then left Ms. Herrera standing dejected on the curb
18 with her service animal. As a result, Ms. Herrera waited thirty minutes for a bus and then rode
19 the bus for 25 minutes to get to her destination. The trip takes ten minutes in a vehicle arranged
20 using Uber.

21 59. Robert Schulenburg is blind, uses a guide dog, and resides in California. Drivers
22 have refused to transport Mr. Schulenburg on at least five separate occasions in several
23 California cities, including Santa Clara, San Jose, Campbell, and Sacramento, because of his
24 guide dog. When these drivers were willing to speak with him, Mr. Schulenburg explained to the
25 drivers that he had the legal right to bring his service animal with him, but the drivers ignored his
26 explanations, and many of the drivers informed him that they had not received training
27 concerning service animals. In addition, Uber has charged him cancellation fees after some
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1 drivers refused to transport him, and Mr. Schulenburg has been forced to submit written
2 complaints to Uber to get these fees refunded. When drivers have refused to transport Mr.
3 Schulenburg, he has faced delays of up to thirty minutes as he awaits alternative transportation.
4 Mr. Schulenburg has submitted written complaints about these instances of discrimination to
5 Uber. However, Uber has failed to inform Mr. Schulenburg whether Uber took any steps to
6 ensure that these drivers would not unlawfully discriminate against him again or other
7 individuals with service animals. Instead, Uber responded to some of Mr. Schulenburg's
8 complaints by stating that Uber cannot control its drivers' conduct because the drivers are
9 independent contractors and by advising Mr. Schulenburg that he should inform drivers of their
10 legal obligation to allow his service animal to accompany him.

11 60. Richard Rueda is blind, uses a guide dog, and resides in California. Mr. Rueda
12 attended the annual convention for NFB-CA, which was held in Southern California on October
13 9-12, 2014. In connection with Mr. Rueda's travels to and from that convention, at least two
14 different drivers refused to transport him because of his service animal. On October 10, 2014,
15 Mr. Rueda requested an UberX trip from his parents' home in Whittier, California to the NFB-
16 CA convention at the Embassy Suites in El Segundo. When the driver arrived, he stepped out of
17 his vehicle and informed Mr. Rueda that he would not transport dogs because he has had issues
18 with dogs in the past. In response, Mr. Rueda explained to the driver that his dog was a service
19 animal, not a pet. The driver repeated his objection, reentered his vehicle, and left the scene.

20 61. Again, on October 12, 2014, Mr. Rueda requested a vehicle using Uber back to
21 his parents' home in Whittier. A driver accepted the trip request. Mr. Rueda called the driver to
22 inform her of his location and to inform her that he had a service animal. In response, the driver
23 stated that she could not transport him because of the dog and then canceled his ride request. Mr.
24 Rueda then requested a second Uber ride. Again, after Mr. Rueda spoke with this driver on the
25 phone, the driver canceled the trip. Mr. Rueda made a third attempt and requested a third Uber
26 ride. A driver named Jesus accepted his trip request and transported him without incident. When
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1 Mr. Rueda told Jesus about drivers denying him rides, Jesus stated that he knew of other drivers
2 who refused to transport dogs because the drivers did not want dog hair in their cars.

3 62. Thomas Foley is blind, uses a guide dog, and resides in California. A driver
4 refused to transport Mr. Foley on or about September 5, 2014. On that occasion, Mr. Foley used
5 the Uber app to request an UberX ride from his place of work in Berkeley, California on his way
6 to an appointment. He waited for his ride in front of the building. The Uber app notified Mr.
7 Foley that his vehicle, a Toyota Corolla, was arriving, and a few seconds later a car pulled up
8 about ten feet from him. Mr. Foley proceeded to the car, reached for the door, and shouted
9 “Uber?” The car then drove away. Approximately 30 seconds later, the Uber app informed Mr.
10 Foley that the driver had cancelled his ride. Mr. Foley then conferred with a sighted individual at
11 a nearby bus stop who confirmed that the car that just drove away was a Toyota Corolla and that
12 the driver looked at Mr. Foley and his guide dog shortly before leaving the scene. Mr. Foley was
13 late to his appointment because of this incident.

14 63. Sarah Outwater is blind and uses a guide dog. Drivers refused to transport her in
15 Boston on at least twelve separate occasions between 2013 and 2014. Uber charged her
16 cancellation fees in some instances where the drivers refused to transport her. In addition, the
17 same driver refused to transport her on three of these occasions, despite an Uber representative’s
18 prior assurances that Uber would address the driver’s discriminatory practices.

19 64. Mark Cadigan is blind and uses a guide dog. During the month of August 2014,
20 Mr. Cadigan was denied service by two drivers in the Boston area because of his service animal.
21 On both occasions, Uber charged Mr. Cadigan cancellation fees after the drivers cancelled the
22 trip. Mr. Cadigan was forced to submit written complaints to Uber and to wait one to three
23 business days to get these cancellation fees refunded. His written complaints also described the
24 discrimination that he experienced. Mr. Cadigan is unsatisfied with Uber’s responses to his
25 complaints. He received no formal response on one occasion and was verbally told on the other
26 occasion that the driver had merely been reprimanded. Mr. Cadigan believes Uber does not
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1 adequately or consistently discipline drivers when complaints are made to Uber customer service
2 representatives.

3 65. Kristin Fleschner is blind and uses a guide dog. Drivers refused to transport her in
4 the Boston area because of her service animal on at least five separate occasions over the
5 previous year. On one of those occasions she was left stranded in the rain while trying to secure
6 replacement transportation. Ms. Fleschner was unable to submit a complaint on Uber's website
7 because of accessibility barriers in the design of that website that prevent a blind person from
8 using it with standard screen access software.

9 66. Melissa Riccobono is blind and uses a guide dog. A driver refused to transport
10 Ms. Riccobono in the Baltimore, Maryland, area on October 8, 2014. On that occasion, Ms.
11 Riccobono needed to travel to a local pharmacy to pick up a prescription for her sick child, who
12 had a high fever. The driver that she had requested using Uber's app refused to take her because
13 of her service animal. The driver maintained his refusal even after Ms. Riccobono had explained
14 her rights and tried to change the driver's mind. Ms. Riccobono is a mother of three young
15 children and depends on reliable and timely transportation services to take care of her family.

16 67. Mariea Harris is blind and uses a guide dog. A driver refused to transport Ms.
17 Harris in the Charlotte, North Carolina, area on October 25, 2014 because she uses a service
18 animal. Ms. Harris planned to use Uber to travel from her home to a local grocery store with a
19 friend who also uses a service animal. When the requested vehicle arrived, Ms. Harris received a
20 notification in the Uber app. Ms. Harris's friend who uses a service animal went outside to
21 intercept the vehicle. The driver refused to let Ms. Harris's friend into the vehicle because of her
22 guide dog. Ms. Harris then came out of the house with her guide dog and approached the vehicle
23 to talk to the driver through the open driver-side window. The driver told Ms. Harris that he did
24 not have to take the dogs because the vehicle was his own personal car. Ms. Harris explained that
25 the ADA required the driver to transport the dogs and that the driver could lose his job if he did
26 not comply. The driver disagreed, drove away, and canceled the trip request. Ms. Harris
27 attempted to go to Uber's website to file a complaint while she waited for alternative
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1 transportation. Ms. Harris then experienced difficulty using Uber’s website because of
2 accessibility barriers in its design that inhibited her from using her screen reader technology to
3 access the content on Uber’s website.

4 68. Dimitrios Kouniaris is blind and uses a guide dog. During August 2014, drivers
5 refused to transport Mr. Kouniaris on two occasions in Austin, Texas because of his service
6 animal. On both occasions, Mr. Kouniaris was stranded in temperatures of over 100 °F as he
7 waited for alternative transportation. Uber also charged Mr. Kouniaris a cancellation fee and
8 only refunded it after he complained. Mr. Kouniaris has since stopped using the UberX service
9 because he does not want to face the risk that additional drivers will refuse to transport him or
10 mistreat him because of his service animal. However, Mr. Kouniaris wants safe reliable access to
11 the UberX service.

12 69. Plaintiffs are aware of other blind persons throughout the United States whom
13 drivers refused to transport because those individuals had service animals.

14 70. Uber also employs a rating system of its customers that, on information and
15 belief, tends to disparately affect blind passengers with service animals and reduce their access to
16 the service. After every completed ride, Uber allows its drivers to rate each passenger on a scale
17 from one to five similar to the scale passengers are given to rate every driver after a ride
18 concludes. Upon information and belief, Uber will not match a driver to the passenger a second
19 time if the driver gives that passenger a low rating. Drivers can also review an assigned
20 passenger’s average rating by other drivers before deciding whether to travel to pick up that
21 assigned passenger. When drivers do begrudgingly accept a passenger with a service animal who
22 has successfully persuaded a driver not to violate the law, the driver has an incentive to rate that
23 passenger lower on the rating scale, which will make it less likely that the app will assign that
24 same driver to that passenger again in the future. This creates a system in which blind passengers
25 with service animals have fewer options to connect with drivers.

26 71. Many of the preceding blind individuals submitted written complaints to Uber
27 concerning the discriminatory treatment that they had experienced. However, Uber has failed to
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1 inform most of these individuals whether Uber has fully investigated their complaints,
2 disciplined the relevant drivers, or taken any other meaningful steps to ensure that these drivers
3 do not unlawfully discriminate against other individuals with service animals. Uber
4 representatives instead informed many blind guide dog users that “the drivers are independent
5 contractors” and Uber “cannot control their actions” and advised blind guide dog users to “let
6 your driver know when he or she is on the way to your pickup location that you have a guide
7 dog[.]”

8 72. Plaintiff Kelly is blind, uses a guide dog, and is a member of NFB and NFB-CA.
9 Plaintiff Kelly lives in the Sacramento, California area and regularly depends on transportation
10 services to travel for work and leisure. Mr. Kelly regularly travels with his girlfriend, Brooklyn
11 Rodden, who also is blind and uses a guide dog. Mr. Kelly’s girlfriend has an Uber account that
12 she often uses to request UberX transportation services for her and Mr. Kelly to use. A driver
13 recently refused to transport Mr. Kelly and Ms. Rodden on September 13, 2014 because of their
14 guide dogs. Mr. Kelly and Ms. Rodden intend to keep using UberX transportation services. Mr.
15 Kelly wants Uber to change its policies and practices so that the denials of service that he and
16 Ms. Rodden experienced do not recur.

17 73. Plaintiff Hingson is blind, uses a guide dog, and is a member of NFB and NFB-
18 CA. Mr. Hingson previously downloaded the Uber app onto his iPhone but ultimately decided
19 against creating an account and trying to use the service. Mr. Hingson learned that drivers often
20 refuse to transport blind individuals with service animals. Because of Mr. Hingson’s position as
21 Vice President of the National Association of Guide Dog Users and his longstanding
22 involvement with membership activities within NFB-CA, he has specific and general knowledge
23 of the experiences of multiple Uber passengers with service animals who have been denied
24 access. Through his regular contact with members of NFB-CA and other members of the blind
25 community, Mr. Hingson has known of specific refusals by drivers to transport individuals with
26 guide dogs over the past year. Additionally, through his activities with NFB-CA, Mr. Hingson
27 regularly attends events where fellow blind attendees with service animals are having trouble
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1 using the Uber service. For example, Mr. Hingson attended the annual state convention for NFB-
2 CA, which was held at the Embassy Suites South, El Segundo, CA, on October 9-12, 2014. Mr.
3 Hingson met convention attendees with service animals who were experiencing denials when
4 attempting to use UberX to travel to and from the convention hotel. Mr. Hingson has refrained
5 and continues to refrain from creating an Uber user account or otherwise using Uber
6 transportation services because he fears experiencing similar discrimination.

7 74. Mr. Hingson was deterred from using Uber on many specific occasions. For
8 example, on or about December 5, 2013, Mr. Hingson was planning to travel to a job interview
9 at an executive recruiting firm in San Francisco. At that time, Mr. Hingson was aware that Uber
10 was available in San Francisco. However, because of a tight schedule, Mr. Hingson decided not
11 to attempt to use the UberX service because he could not afford to be delayed by a driver
12 refusing to take his guide dog. Instead, Mr. Hingson arranged for a taxicab well in advance of his
13 transit and extended his trip so that he could use nondiscriminatory transportation services to
14 travel to his appointment on time.

15 75. Plaintiff Hingson was further deterred from using Uber on January 20, 2014. On
16 that occasion, Mr. Hingson needed to quickly travel from the Ferry Building in San Francisco to
17 a speaking engagement at Wells Fargo. Mr. Hingson could not risk arriving late for this
18 important professional engagement. Mr. Hingson wanted to use UberX because of its general
19 convenience and the quality of the vehicles. However, he was deterred from doing so because he
20 did not want to wait for the vehicle to arrive and then discover that the driver would refuse to
21 take his service animal.

22 76. Plaintiff Hingson was similarly deterred from using Uber on or about May 15,
23 2014. Mr. Hingson needed to travel within San Francisco to a meeting with a press contact. Mr.
24 Hingson wanted to use UberX to attend this meeting. However, Mr. Hingson wanted to be
25 focused for this meeting and believed the stress of encountering a driver that refused to transport
26 his service animal would cause him stress and negatively affect his performance at the meeting.
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1 77. Likewise, on or about September 28, 2014, Mr. Hingson traveled from Los
2 Angeles to San Francisco to attend meetings with marketing consultants for the purpose of
3 filming video footage. Mr. Hingson needed to coordinate his travel schedule with airline flights
4 and maximize his time with these consultants during the trip. He wanted to use the UberX
5 service, but could not afford to waste unnecessary time in transit caused by a driver refusing to
6 take his service animal.

7 78. Plaintiff Hingson would like to use Uber for future travel. Mr. Hingson travels
8 extensively and would like to use Uber transportation services on upcoming trips. However,
9 Uber is currently not a reliable source of transportation for Mr. Hingson because of the risk that a
10 driver will refuse to transport him and his service animal. Mr. Hingson hopes that Uber will take
11 responsibility for the conduct of drivers and prevent and minimize discrimination. Mr. Hingson
12 would use Uber if Uber properly informed drivers of their legal obligations, adopted and
13 enforced effective antidiscrimination policies, and provided blind passengers a convenient way
14 to immediately report discrimination so that he has some assurance that Uber will be as reliable
15 and convenient for him and his guide dog as it is for others.

16 79. Plaintiff Pedersen is blind, uses a guide dog, and resides in San Francisco,
17 California. Mr. Pedersen regularly uses transportation services, such as UberX, to commute to
18 work. Over the previous year, drivers refused to transport Mr. Pedersen multiple times because
19 of his guide dog.

20 80. For example, on or about September 12, 2014, Mr. Pedersen's wife used her Uber
21 account to request a vehicle for Mr. Pedersen as he was preparing to leave for work in the
22 morning. Mr. Pedersen heard that the driver had pulled up in front of his home and went outside
23 to enter the vehicle. Mr. Pedersen knocked on the window of the vehicle and asked, "Uber?" The
24 driver said, "yes, but I don't take dogs." Mr. Pedersen explained that his dog was a service
25 animal and the driver was legally required to transport him. The driver replied, "I don't care. It's
26 not my problem." The driver then drove away and canceled the trip request. Mr. Pedersen's wife
27 was charged a \$5 cancellation fee. Mr. Pedersen then used Flywheel, a competing service, to
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1 obtain alternative taxi service. Because of the delay caused by the driver, Mr. Pedersen missed
2 his connection to a commuter shuttle and was late for work. Mr. Pedersen would like to keep
3 using Uber without fear that he will be denied service and made late for work or other
4 appointments. Mr. Pedersen wants Uber to change its policies and practices so that he can enjoy
5 the same reliability and convenience that other riders without service animals enjoy.

6 81. Uber is violating basic equal access requirements under both the ADA and state
7 law by failing to implement policies and procedures that would prevent or reduce discrimination
8 against blind riders committed by drivers. Uber can adopt and enforce policies and procedures
9 that would prevent or reduce discrimination against blind individuals with service animals,
10 including Plaintiffs. These policies would include, but are not limited to, the following:

- 11 1. Provide an accessible method for blind individuals with service dogs to
12 immediately and efficiently report instances where drivers refuse to transport
13 them on the basis of disability;
- 14 2. Establish a procedure for quickly investigating complaints and informing
15 such blind persons of the outcome of their complaints;
- 16 3. Provide mandatory acknowledgment by drivers concerning legal access
17 requirements applicable to service animals and explain to drivers the
18 consequences for failing to comply with these legal obligations;
- 19 4. Meaningfully discipline drivers who deny access to blind riders with
20 service animals and permanently terminate drivers who violate service animal
21 policies; and
- 22 5. Randomly deploy blind testers who use guide dogs to proactively
23 identify—for retraining or termination—drivers who refuse to transport individuals
24 with disabilities because of the presence of their service animals.

25 82. On June 3, 2014, Plaintiff NFB-CA and Plaintiff Hingson wrote to Defendant
26 Uber Technologies, Inc. to notify it about the unlawful discrimination in the provision of UberX
27 services to blind individuals with service animals. On July 16, 2014, Plaintiff NFB-CA and
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1 Plaintiff Hingson proposed to Defendant that the parties attempt structured negotiations to
2 resolve the issue without a lawsuit. On August 8, 2014, Defendant rejected Plaintiffs' proposal
3 for structured negotiations. Defendant has since then failed to take adequate measures to remedy
4 the discrimination, and drivers continue to discriminate against blind customers with service
5 animals.

6 **FIRST CAUSE OF ACTION**

7 **Violation of Title III of the Americans with Disabilities Act**

8 **(42 U.S.C. § 12101, et seq.)**

9 (Injunctive Relief on Behalf of Plaintiffs)

10 83. Plaintiffs incorporate by reference the foregoing allegations as though fully set
11 forth herein.

12 84. Members of Plaintiff NFB and NFB-CA including Plaintiffs Kelly and Hingson
13 are qualified individuals with disabilities within the meaning of Title III of the ADA. Plaintiff
14 Pedersen is also a qualified individual with a disability within the meaning of Title III of the
15 ADA. Members of the proposed Class are qualified individuals with disabilities within the
16 meaning of Title III of the ADA.

17 85. Title III of the ADA prohibits discrimination on the basis of disability in the full
18 and equal enjoyment of specified public transportation services provided by a private entity that
19 is primarily engaged in the business of transporting people and whose operations affect
20 commerce. 42 U.S.C. § 12184(a); 49 C.F.R. § 37.5(a), (f).

21 86. Defendant is primarily engaged in the business of transporting people within the
22 meaning of Title III of the ADA and its regulations. 42 U.S.C. § 12184(a). Defendant operates
23 specified public transportation within the meaning of Title III of the ADA and its regulations. 49
24 C.F.R. §§ 37.3, 37.29, App. D § 37.29. The operations of Defendant affect commerce.

25 87. Title III prohibits private entities providing specified public transportation from
26 imposing eligibility criteria that screen out or tend to screen out individuals with disabilities from
27 fully enjoying the specified transportation services provided by the entity, unless such criteria
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1 can be shown to be necessary for the provision of the services being offered. 42 U.S.C. §
2 12184(b)(1); 49 C.F.R. § 37.5(f); 28 C.F.R. § 36.301(a).

3 88. By operating a service that dispatches drivers who unlawfully discriminate and
4 refuse to transport blind individuals with service animals and by operating a customer rating
5 system that, on information and belief, reduces the number of drivers available to Plaintiffs and
6 other blind customers with service animals, Defendant violates Title III of the ADA because
7 Defendant screens out or tends to screen out Plaintiffs and other blind individuals with guide
8 dogs from fully enjoying the Uber platform. 42 U.S.C. § 12184(b)(1); 28 C.F.R. § 36.302(a).

9 89. It is a violation of Title III for private entities providing specified public
10 transportation to fail to make reasonable modifications in policies, practices, or procedures when
11 such modifications are necessary to afford the entity's goods, services, facilities, privileges,
12 advantages, or accommodations to individuals with disabilities, unless the entity can demonstrate
13 that making such modifications would fundamentally alter the nature of such goods, services,
14 facilities, privileges, advantages, or accommodations. 42 U.S.C. §§ 12184(b)(2)(a),
15 12182(b)(2)(a)(ii); 49 C.F.R. § 37.5(f); 28 C.F.R. § 36.302(a).

16 90. By failing to modify practices, policies, and procedures to ensure that drivers on
17 the Uber platform do not refuse to transport Plaintiffs and other blind individuals with service
18 animals, Defendant is denying Plaintiffs full and equal access to the specified public
19 transportation offered through Defendant's app.

20 91. Title III regulations prohibit private entities providing taxi services and other
21 transportation services from discriminating by refusing to provide transportation services to
22 people with disabilities who can physically access vehicles. 49 C.F.R. §§ 37.5(a)-(b), (f),
23 37.29(c).

24 92. Title III regulations also specifically require that private entities providing
25 transportation services permit service animals to accompany people with disabilities in vehicles
26 and facilities. 49 C.F.R. §§ 37.5(f), 37.37(f), 37.167(a), (d); 28 C.F.R. § 36.302(c)(1).

1 93. Defendant violates Title III of the ADA by refusing to provide transportation
2 services to blind individuals with service animals, including Plaintiffs, who can physically access
3 vehicles on the Uber platform. Defendant therefore violates Title III of the ADA by denying
4 Plaintiffs full and equal access to the services, facilities, privileges, advantages, and
5 accommodations of Defendant's service.

6 94. In addition to operating specified public transportation within the meaning of
7 Section 304 of the ADA, Defendant's service is also a demand responsive system within the
8 meaning of Section 302 of the ADA. 42 U.S.C. § 12182(b)(2)(c). By operating a demand
9 responsive system that dispatches drivers who unlawfully discriminate and refuse to transport
10 Plaintiffs and other blind customers with service animals on the basis of disability, Defendant
11 violates Title III and regulations applicable to demand responsive systems within the meaning of
12 Section 302 of the ADA. 49 C.F.R. §§ 37.3, 37.21(a)(3), 37.167(a), (d); 28 C.F.R. §
13 36.302(c)(1).

14 95. The regulations implementing Title III of the ADA require that private entities
15 operating demand responsive transportation systems, including demand responsive systems that
16 are also specified public transportation, must train personnel to proficiency so that they operate
17 vehicles safely and properly assist and treat individuals with disabilities. 49 C.F.R. § 37.173.

18 96. On information and belief, Defendant also violates Title III of the ADA by failing
19 to train Defendant's personnel to proficiency so that they properly assist and treat Plaintiffs and
20 other blind customers with service animals.

21 97. Title III of the Americans with Disabilities Act also prohibits discrimination on
22 the basis of disability by owners, operators, lessees, and lessors of places of public
23 accommodation. 42 U.S.C. § 12182(a).

24 98. Defendant Uber, either directly or through its subsidiary or affiliate entities and/or
25 through the Uber application, provides a transportation service and specified public
26 transportation within the meaning of Title III of the ADA and its regulations. 49 C.F.R. §§ 37.3,
27 37.29, App. D § 37.29. Uber and the vehicles providing transportation services owned, operated,
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1 or leased by drivers are places of public accommodation within the meaning of Title III of the
2 ADA. 42 U.S.C. §§ 12181(10), 12184(a); 28 C.F.R. § 36.104. Except for modifications to
3 vehicles providing transportation services for the purpose of wheelchair accessibility, all of the
4 antidiscrimination provisions of Title III of the ADA apply to the goods, services, facilities,
5 privileges, advantages, and accommodations of vehicles providing transportation services.

6 99. Title III prohibits entities that own, operate, lease, or lease to places of public
7 accommodation from excluding, on the basis of disability, individuals with disabilities from
8 participating in or benefiting from the goods, services, facilities, privileges, advantages, or
9 accommodations of public accommodations or otherwise discriminating against a person on the
10 basis of disability. 42 U.S.C. § 12182(b)(1)(A)(i); 28 C.F.R. § 36.202(a).

11 100. By failing to adopt policies and practices that will prevent or reduce
12 discrimination against blind individuals with service animals by drivers in the provision of the
13 Uber transportation services, Defendant violates Title III of the ADA by excluding Plaintiffs on
14 the basis of disability from enjoying the services, privileges, advantages, or accommodations of
15 vehicles on the Uber platform.

16 101. Under Title III, it is also unlawful for entities that own, operate, lease, or lease to
17 places of public accommodation to afford, on the basis of disability, an individual or class of
18 individuals with disabilities with an opportunity to participate in or benefit from a good, service,
19 facility, privilege, advantage, or accommodation that is not equal to that afforded other
20 individuals. 42 U.S.C. § 12182(b)(1)(A)(ii); 28 C.F.R. § 36.202(b).

21 102. Defendant violates Title III of the ADA by providing Plaintiffs and other blind
22 individuals who use service animals an opportunity to participate in or benefit from the services,
23 privileges, advantages, or accommodations of vehicles on the Uber platform that are not equal to
24 that afforded other individuals. 42 U.S.C. § 12182(b)(1)(A)(ii); 28 C.F.R. § 36.202(b).

25 103. Title III further prohibits entities that own, operate, lease, or lease to places of
26 public accommodation from providing, on the basis of disability, an individual or class of
27 individuals with a good, service, facility, privilege, advantage, or accommodation that is
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1 different or separate from that provided to other individuals. 42 U.S.C. § 12182(b)(1)(A)(iii); 28
2 C.F.R. § 36.202(c).

3 104. By operating a service that dispatches drivers who unlawfully discriminate against
4 and refuse to transport blind individuals with service animals, Defendant violates Title III of the
5 ADA because Uber provides Plaintiffs, on the basis of disability, with services, privileges,
6 advantages, and accommodations of vehicles that are different or separate from that provided to
7 other individuals. 42 U.S.C. § 12182(b)(1)(A)(iii); 28 C.F.R. § 36.202(c).

8 105. It is a violation of Title III for entities that own, operate, lease, or lease to places
9 of public accommodation to fail to make reasonable modifications in policies, practices, or
10 procedures when such modifications are necessary to afford such goods, services, facilities,
11 privileges, advantages, or accommodations to individuals with disabilities, unless the entity can
12 demonstrate that making such modifications would fundamentally alter the nature of such goods,
13 services, facilities, privileges, advantages, or accommodations. 42 U.S.C. § 12182(b)(2)(a)(ii);
14 28 C.F.R. § 36.302(a).

15 106. By failing to modify practices, policies, and procedures to ensure that drivers of
16 vehicles on the Uber platform are properly informed and do not refuse to transport blind
17 individuals with service animals, Defendant is denying Plaintiffs full and equal access to the
18 Uber platform.

19 107. In addition, it is a violation of Title III to utilize, directly or through contractual or
20 other arrangements, standards or criteria or methods of administration that have the effect of
21 discriminating on the basis of disability. 42 U.S.C. § 12182(b)(1)(d); 28 C.F.R. § 36.204.

22 108. By administering Defendant's Uber transportation services in a manner that
23 results in blind individuals who use service animals being denied access to the service on the
24 basis of disability, Defendant is denying Plaintiffs full and equal access to the services,
25 privileges, advantages, and accommodations of vehicles on the Uber platform because Defendant
26 is utilizing methods of administration that have the effect of discriminating on the basis of
27 disability.
28

1 109. The actions of Defendant were and are in violation of the Americans with
2 Disabilities Act, 42 U.S.C. §§ 12181, *et seq.*, and regulations promulgated thereunder. Many
3 members of Plaintiffs NFB and NFB-CA, including Plaintiff Kelly, and other blind persons,
4 including Plaintiff Pedersen and members of the proposed Class, have been and continue to be
5 denied access to Defendant's services on multiple occasions when they attempt to use Uber
6 transportation services. Defendant has failed to take any equitable steps to remedy Uber's and
7 drivers' discriminatory conduct, and Defendant's violations of the ADA are ongoing.
8 Defendant's unlawful actions also violate the ADA by deterring members of Plaintiffs NFB and
9 NFB-CA, including Plaintiff Michael Hingson, and members of the proposed Class from
10 attempting to access the Uber transportation services. Unless the Court enjoins Defendant from
11 continuing to engage in these unlawful practices, Plaintiffs will continue to suffer irreparable
12 harm.

13 110. Plaintiffs are entitled to injunctive relief. 42 U.S.C. § 12188.

14 WHEREFORE, Plaintiffs pray for relief as set forth below.

15 **SECOND CAUSE OF ACTION**

16 **Violation of the California Unruh Civil Rights Act**

17 **(California Civil Code §§ 51 & 52)**

18 (Injunctive Relief on Behalf of Named Plaintiffs and Damages on Behalf of Individual Plaintiffs)

19 111. Plaintiffs incorporate by reference the foregoing allegations as though fully set
20 forth herein.

21 112. The Unruh Civil Rights Act guarantees, *inter alia*, that persons with disabilities
22 are entitled to full and equal accommodations, advantages, facilities, privileges, or services in all
23 business establishments of every kind whatsoever within the jurisdiction of the state of
24 California. Cal. Civ. Code § 51(b).

25 113. The network of vehicles providing transportation services on the Uber platform to
26 the general public in California is a business establishment within the jurisdiction of the state of
27
28

1 California, and as such is obligated to comply with the provisions of the California Unruh Civil
2 Rights Act, California Civil Code §§ 51, *et seq.*

3 114. The Unruh Act provides, *inter alia*, that a violation of the ADA, 42 U.S.C. §§
4 12101, *et seq.*, also constitutes a violation of the Unruh Act. Cal. Civ. Code § 51(f).

5 115. Defendant's and drivers' discriminatory conduct alleged herein includes, *inter*
6 *alia*, the violation of the rights of persons with disabilities set forth in Title III of the ADA and
7 therefore also violates the Unruh Act. Cal. Civ. Code § 51(f).

8 116. The actions of Defendant and drivers were and are in violation of the Unruh Civil
9 Rights Act, California Civil Code §§ 51, *et seq.* Members of Plaintiff NFB-CA, including
10 Plaintiff Hingson, are aware of Defendant's unlawful actions, and their knowledge of this
11 discrimination has deterred members of Plaintiff NFB-CA, including Plaintiff Hingson, from
12 attempting to access the Uber application on several occasions. Moreover, many members of
13 NFB-CA and other blind persons, including Plaintiffs Kelly and Pedersen, have been and
14 continue to be denied access to transportation using Defendant's app on multiple occasions when
15 they attempt to use the Uber application. Therefore Plaintiffs are entitled to injunctive relief
16 remedying the discrimination pursuant to California Civil Code § 52. Unless the Court enjoins
17 Defendant from continuing to engage in these unlawful practices, Plaintiffs will continue to
18 suffer irreparable harm.

19 117. Individual Plaintiffs Kelly, Hingson, and Pedersen are also entitled to statutory
20 minimum damages pursuant to California Civil Code § 52 for each and every offense in violation
21 of the Unruh Act. Cal. Civ. Code § 52(b).

22 WHEREFORE, Named Plaintiffs pray for relief as set forth below.

23 **THIRD CAUSE OF ACTION**

24 **Violation of the California Disabled Persons Act**

25 **(California Civil Code §§ 54-54.3)**

26 (Declaratory Relief on Behalf of Named Plaintiffs and Damages on Behalf of Individual
27 Plaintiffs)

1 118. Plaintiffs incorporate by reference the foregoing allegations as though fully set
2 forth herein.

3 119. California Civil Code §§ 54-54.3 guarantee, *inter alia*, that persons with
4 disabilities are entitled to full and equal access, as other members of the general public receive,
5 to accommodations, advantages, facilities, and privileges of all “common carriers,” “motor
6 vehicles,” “places of public accommodation” and “other places to which the general public is
7 invited” within the jurisdiction of California. Cal. Civ. Code § 54.1(a)(1).

8 120. It is a violation of California Civil Code §§ 54-54.3 to prevent service dogs from
9 accompanying individuals with disabilities in any common carriers, motor vehicles, places of
10 public accommodation, or other places to which the general public is invited. Cal. Civ. Code §
11 54.2(a)-(b). Any violation of the ADA is also a violation of California Civil Code § 54.1. Cal.
12 Civ. Code § 54.1(d).

13 121. Vehicles on the Uber platform providing transportation services to the general
14 public are common carriers, motor vehicles, places of public accommodation or other places to
15 which the general public is invited under California Civil Code § 54.1(a)(1).

16 122. Defendant and drivers are violating the rights of Named Plaintiffs to full and
17 equal access to common carriers, motor vehicles, places of public accommodation, or other
18 places to which the general public is invited under California Civil Code §§ 54-54.3 by denying
19 blind riders with service dogs full and equal access to the accommodations, advantages,
20 facilities, and privileges of vehicles providing Uber transportation services. Defendant is also
21 violating California Civil Code §§ 54-54.3 in that their actions are a violation of the ADA.
22 Members of Plaintiff NFB-CA, including Plaintiff Hingson, are aware of Defendant’s unlawful
23 actions, and their knowledge of this discrimination has deterred members of Plaintiff NFB-CA,
24 including Plaintiff Hingson, from attempting to access Uber transportation services on several
25 occasions. Moreover, many members of NFB-CA and other blind persons, including Plaintiffs
26 Kelly and Pedersen, have been and continue to be denied access to transportation on multiple
27 occasions when they attempt to use the Uber app.
28

1 123. Plaintiffs thus seek declaratory relief based on Defendant’s violation of Named
2 Plaintiffs’ rights under California Civil Code §§ 54-54.3.

3 124. Individual Plaintiffs Kelly, Hingson, and Pedersen are also entitled to statutory
4 minimum damages for each violation of California Civil Code §§ 54-54.3(a).

5 125. Plaintiffs do not seek relief, injunctive or otherwise, under California Civil Code §
6 55.

7 WHEREFORE, Named Plaintiffs pray for relief as set forth below.

8 **FOURTH CAUSE OF ACTION**

9 (Declaratory Relief on Behalf of Plaintiffs)

10 126. Plaintiffs incorporate by reference the foregoing allegations as if set forth fully
11 herein.

12 127. An actual controversy has arisen and now exists between the parties in that
13 Plaintiffs contend, and are informed and believe that Defendant denies, that by failing to adopt
14 policies and procedures that would prevent drivers on the Uber platform that provide the Uber
15 transportation services from denying rides to Plaintiffs and other blind individuals with service
16 animals, Defendant fails to comply with applicable laws, including but not limited to Title III of
17 the Americans with Disabilities Act, 42 U.S.C. §§ 12181, *et seq.*

18 128. A judicial declaration is necessary and appropriate at this time in order that each
19 of the parties may know their respective rights and duties and act accordingly.

20 WHEREFORE, Plaintiffs request relief as set forth below.

21 **PRAYER FOR RELIEF**

22 WHEREFORE, Plaintiffs pray for judgment as follows:

23 129. A permanent injunction pursuant to the Americans with Disabilities Act, 42
24 U.S.C. §§ 12181, *et seq.*, and the Unruh Act, California Civil Code §§ 51-52, requiring
25 Defendant to take the steps necessary to ensure that drivers on the Uber platform who provide
26 Uber transportation services do not unlawfully refuse to transport blind individuals with service
27 animals, including Plaintiffs;

1 130. A declaration that Defendant discriminates against blind persons by failing to
2 provide blind riders, including Plaintiffs, with full and equal access to the services, facilities,
3 privileges, advantages, and accommodations of vehicles on the Uber platform providing
4 demand-responsive transportation services, including transportation services, in violation of Title
5 III of the ADA, 42 U.S.C. §§ 12181, *et seq.*, California Civil Code §§ 54-54.3, and California's
6 Unruh Act, California Civil Code §§ 51-52.;

7 131. For Plaintiffs Kelly, Hingson, and Pedersen, damages in an amount to be
8 determined by proof, including all applicable statutory damages pursuant to California Civil
9 Code § 52(a) or California Civil Code § 54.3.

10 132. An order awarding Plaintiffs reasonable attorneys' fees and costs, as authorized
11 by 42 U.S.C. § 12188, California Civil Code § 52, and California Civil Code § 54.3; and

12 133. For such other and further relief as the Court deems just and proper.

14 DATED: April 29, 2016

Respectfully submitted,

15 ROSEN BIEN
16 GALVAN & GRUNFELD LLP

17 

18 By: Michael S. Nunez

19 TRE LEGAL PRACTICE

20 

21 By: Timothy Elder

22 DISABILITY RIGHTS ADVOCATES

23 

24 By: Laurence Paradis
25 Attorneys for Plaintiffs
26
27
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