

2. By effectuating these unauthorized text message calls (hereinafter, “wireless spam”), Defendant has violated individuals’ statutory and privacy rights and has caused individuals actual harm, not only because individuals were subjected to the aggravation and invasion of privacy that necessarily accompanies wireless spam, but also because individuals frequently have to pay their cell phone service providers for the receipt of such wireless spam.

3. In order to redress these injuries, the Plaintiffs, individually and on behalf of nationwide classes defined below, bring suit under the Telephone Consumer Protection Act (the “TCPA”), 47 U.S.C. § 227, which protects individuals’ privacy rights and the right to be free from receiving unsolicited voice and text calls to cellular phones.

4. The TCPA exists to prevent communications like the ones described within this complaint. “Voluminous consumer complaints about abuses of telephone technology—for example, computerized calls dispatched to private homes—prompted Congress to pass the TCPA.” *Mims v. Arrow Fin. Servs., LLC*, 132 S. Ct. 740, 744 (2012).

5. Congressional committees investigating the use of telecommunications technology found that legislation was necessary to prevent abusive telemarketing practices and protect consumers from invasions of privacy, harassment, and economic harm. The Senate Committee on Commerce, Science, and Transportation found that “the Federal Communications Commission (FCC) received over 2,300 complaints about telemarketing calls” in the year preceding the TCPA’s passage, stating *inter alia* that “unsolicited calls placed to . . . cellular . . . telephone numbers often impose a cost on the called party (. . . [where, e.g.] cellular users must pay for each incoming call . . .).” *See* S. Report No. 102-178, 1991 U.S.C.C.A.N. 1968, 1991 WL 211220 at *2 (Oct. 8, 1991). The House Committee on Energy and Commerce concurred, finding that “expert testimony, data, and legal analyses comprising the Committee’s record, and broad support of consumers, state

regulators, and privacy advocates clearly evidence that unsolicited commercial telemarketing calls are a widespread problem and a federal regulatory solution is needed to protect residential telephone subscriber privacy rights.” H.R. Report No. 102-317, 1991 WL 245201 at *18 (Nov. 15, 1991).

6. When it passed the TCPA, Congress intended to provide consumers a choice as to how telemarketers may call them and found that “[t]echnologies that might allow consumers to avoid receiving such calls are not universally available, are costly, are unlikely to be enforced, or place an inordinate burden on the consumer.” Pub. L. No. 102–243, § 11. Congress also found that “[m]any consumers are outraged over the proliferation of intrusive, nuisance calls,” and that “the evidence presented to the Congress indicates that automated or prerecorded calls are a nuisance and an invasion of privacy” *Id.* at §§ 12-13.

7. The TCPA’s ban on telephone calls made using an automatic telephone dialing system (“ATDS” or “autodialer”), as defined by 47 U.S.C. § 227(a)(1), has been interpreted to extend to unsolicited autodialed text messages sent to cellular phones. *E.g.*, FCC Declaratory Ruling, 27 F.C.C.R. 15391, 2012 WL 5986338 (Nov. 29, 2012); *Gomez v. Campbell-Ewald Co.*, 768 F.3d 871, 876 (9th Cir. 2014); *Gager v. Dell Fin. Servs., Inc.*, 727 F.3d 265, 269 n.2 (7th Cir. 2013).

8. On behalf of themselves and the members of the classes, Plaintiffs seek injunctive relief and an award of statutory damages to the class members, together with costs and reasonable attorneys’ fees.

JURISDICTION AND VENUE

9. This Court has federal question subject matter jurisdiction under 28 U.S.C. § 1331, because this action arises under the federal Telephone Consumer Protection Act, 47 U.S.C. § 227 et seq.

10. Venue is proper in this District pursuant to 28 U.S.C. 1391(b), because Defendant resides in this District and does business in this District, and because a substantial part of the events or omissions giving rise to Plaintiffs' claims occurred in this District, as many of the unauthorized text messages at issue in this case were received in this District.

PARTIES

11. Plaintiff Maria Vergara is a natural person residing in Illinois. Plaintiff Vergara asserts claims against Uber for violating Section 227(b)(1)(A)(iii) of the TCPA, because Uber sent her unsolicited, automated text messages. Vergara was not a party to a contract with Uber, and Uber sent her these automated text messages without her prior express consent.

12. Plaintiff James Lathrop is a natural person residing in Oregon. Plaintiff Lathrop started Uber's driver partner application process, but did not become an "active" driver in Uber's system and never provided express consent to receive automated text messages. He asserts claims against Uber for violating Section 227(b)(1)(A)(iii) of the TCPA for having sent him unsolicited, automated text messages without his prior express consent.

13. Plaintiff Sandeep Pal is a natural person residing in New York. Plaintiff Pal asserts claims against Uber for violating Section 227(b)(1)(A)(iii) of the TCPA, because Uber sent him unsolicited, automated text messages in connection with Uber's Refer-a-Friend program without his prior express consent. Uber also sent Plaintiff Pal unsolicited, automated text messages after

he communicated requests to Uber to discontinue sending him text messages in violation of the TCPA.

14. Plaintiff Jennifer Reilly is a natural person residing in Florida. Plaintiff Reilly started Uber's driver partner application process, but did not become an "active" driver in Uber's system and never provided valid express consent to receive automated text messages. She asserts claims against Uber for violating Section 227(b)(1)(A)(iii) of the TCPA for having sent her unsolicited, automated text messages without her prior express consent. Uber also sent Plaintiff Reilly unsolicited, automated text messages after she communicated requests to Uber to discontinue sending her text messages in violation of the TCPA.

15. Plaintiff Justin Bartolet is a natural person residing in Ohio. Plaintiff Bartolet started Uber's driver partner application process, but did not become an "active" driver in Uber's system and never provided valid express consent to receive automated text messages. He asserts claims against Uber for violating Section 227(b)(1)(A)(iii) of the TCPA for having sent him unsolicited, automated text messages without his prior express consent. Uber also sent Plaintiff Bartolet unsolicited, automated text messages after he communicated requests to Uber to discontinue sending him text messages in violation of the TCPA.

16. Plaintiff Jonathan Grindell is a natural person residing in Washington. Plaintiff Grindell started Uber's driver partner application process, but did not become an "active" driver in Uber's system and never provided express consent to receive automated text messages. He asserts claims against Uber for violating Section 227(b)(1)(A)(iii) of the TCPA for having sent him unsolicited, automated text messages without his prior express consent. Uber also sent Plaintiff Grindell unsolicited, automated text messages after he communicated requests to Uber to discontinue sending him text messages in violation of the TCPA.

17. Defendant Uber is a multinational corporation that provides a transportation service that connects passengers to automobile drivers via Uber's smartphone application. Uber is a Delaware corporation with its headquarters located in California.

COMMON ALLEGATIONS OF FACT

18. Uber is an international technology company and the developer of the Uber mobile app—a smartphone application that connects available drivers with passengers seeking transportation.

19. The Uber app functions as a taxi-style transportation service, allowing consumers throughout the nation to submit trip requests through the app to drivers who then use their own automobiles to transport consumers to their requested destinations.

20. One of the primary ways in which Uber communicates with drivers (both prospective and existing), riders, and the public at large is through SMS text messages sent to individuals' cellphones.

21. The term "Short Message Service" or "SMS" describes a messaging system that allows cellular telephone subscribers to use their cellular telephones to send and receive short text messages, usually limited to 160 characters.

22. An "SMS message" is a text message call directed to a wireless device through the use of the telephone number assigned to the device. When an SMS message call is successfully made, the recipient's cell phone makes noise or vibrates, alerting him or her that a call is being received.

23. Defendant uses SMS messaging to recruit potential drivers, as well as to encourage consumers to download its app to become riders and users of its service.

24. Because Defendant's income is dependent on the number of consumers registering as riders and drivers with Defendant's app, Defendant often fails to ensure that the recipients of its messages have provided prior express consent.

25. For example, Defendant created a "Refer-a-Friend" program, by which it encourages existing drivers to enter telephone numbers of purported "friends" into its mobile app and website. Then, Defendant, acting together with its text messaging vendor, Twilio, Inc.,¹ blasts pre-scripted, automated messages to those cellular telephone numbers in order to recruit new drivers. If a Refer-a-Friend text message recipient ultimately becomes a driver and satisfies certain conditions, the referring driver often receives a payment from Defendant ranging from \$250-\$500.

26. Defendant failed to adopt sufficient measures to obtain the prior express consent of individuals to which it has sent its Refer-a-Friend messages.

27. Similarly, Defendant's account enrollment process does not include procedures necessary to confirm the accuracy of the information Defendant receives from prospective riders.

28. As a result, Defendant's customer account creation and administration processes lack steps sufficient to confirm that the telephone numbers Defendant receives from potential riders, and then to which it sends text messages, belong to someone who has consented to receive automated text messages, resulting in numerous errant and unauthorized messages.

29. Further, many of the telephone numbers in Defendant's possession are inaccurate, resulting in Defendant routinely sending unsolicited text messages to individuals who never expressed any interest in the Uber app and never provided consent to receive messages from Defendant.

¹ Twilio, Inc. provides services as an SMS aggregator. An SMS aggregator uses computerized messaging technology to serve as an intermediary or bridge between a company's messaging platform and the cellular telephone networks, allowing companies to send automated messages to consumers' cellphones *en masse*.

30. Defendant also routinely fails to honor individuals' requests that Uber cease sending them text messages, even where Defendant receives multiple such requests. For instance, one person filed a complaint with the Federal Trade Commission stating, "Uber has been texting me for the past month. They texted me on Christmas eve at 1:44am and 4:10am. I returned texts saying STOP. I wrote them an email asking them to remove my number from their lists. And I'm still getting text messages." Another person reported receiving 42 text messages from Uber in two weeks.

31. In addition to being an aggravating invasion of privacy, unsolicited SMS calls, and particularly wireless spam, invade privacy and can actually cost their recipients money because cellphone users like the Plaintiffs must frequently pay their respective wireless service providers either for each text message call they receive or incur a usage allocation deduction to their text plan, regardless of whether or not the message is authorized.

Facts Specific to Plaintiff Vergara

32. On June 14, 2015, Plaintiff Vergara's cellphone rang, indicating that two identical text calls were being received. The "from" field of the transmission was identified as "(469) 275-4970," which is a specialized telephone number utilized by Defendant and its agents for the transmission of text messages en masse. The body of each text message read: "Your Uber account verification number is 9274. Enter this in our app to confirm your Uber account."

33. Thereafter, including repeatedly on August 2, 2015, Defendant sent Plaintiff Vergara at least a half dozen more text messages containing generic, scripted messages.

34. At no time did Plaintiff Vergara attempt to acquire the Uber application, become a customer of Uber, or otherwise use the Uber app. Moreover, at no time did Defendant confirm the

ownership of the phone number to which Defendant was transmitting text messages or otherwise confirm that Defendant had obtained Plaintiff Vergara's consent to send any such text messages.

35. Indeed, at no time did Plaintiff Vergara provide consent, including any written consent, to receive the above-referenced messages or any other such wireless spam from Defendant, its agents, or partner entities.

Facts Specific to Plaintiff Lathrop

36. In July of 2014, Lathrop was interested in becoming a driver for Uber. He began the sign-up process to learn about the requirements to become an Uber driver.

37. Lathrop provided his personal information at the beginning of the sign-up process, but he decided not to complete the process to become a driver after learning that his car did not meet Uber's requirements.

38. Lathrop never finished the process to become an Uber driver.

39. Lathrop did not, at any point during the sign-up process, provide express consent to receive automated text messages to his cell phone.

40. In July of 2014, Lathrop began to receive automated text messages from Uber.

41. Between July of 2014 and December 30, 2014, Lathrop received approximately 28 automated text messages from Uber from approximately 16 different numbers.

42. The text messages are not personalized to Lathrop and are large automated text distributions from Uber to multiple recipients.

43. For example, on October 7, 2014, Lathrop received a message at 11:13 a.m. from (484) 228-7030 stating, "Uber: We are expanding our footprint in Oregon and want to get you on the road! Please check your email for next steps."

44. On December 3, 2014, Lathrop received a message at 11:37 a.m. from (484) 575-4191 stating, “UBER: Come to our Onboarding Event TOMORROW to claim your \$100 Bonus!” *See id.* at 3.

45. The automated text messages that Uber sent to Lathrop were to a phone number for which Lathrop is charged for incoming calls and text messages pursuant to 47 U.S.C. § 227(b)(1)(A)(iii). The last four digits of Lathrop’s phone number are “6425.”

46. The text messages that Uber sent were not for an emergency purpose as defined by 47 U.S.C. § 227(b)(1)(A)(i).

47. Uber sent the text messages via an automatic telephone dialing system (“ATDS”) or autodialer as defined by 47 U.S.C. § 227(a)(1). The ATDS has the capability to both (1) store or produce telephone numbers to be texted using a random or sequential number generator, and (2) automatically send text messages from a list or database of telephone numbers, without human intervention.

48. The text messages from Uber also constitute artificial or prerecorded voice calls pursuant to 47 U.S.C. § 227(b)(1).

49. The automated text messages that Uber sent to Lathrop were sent without Lathrop’s prior express consent.

50. Lathrop alleges that each text message he received from Uber violated 47 U.S.C. § 227(b)(1).

Facts Specific to Plaintiff Grindell

51. In or around October of 2014, Grindell began an application to become an Uber driver through Uber’s website. As part of that application process, Grindell provided Uber with his cellular phone number. Grindell did not complete the process to become an Uber driver.

52. Grindell did not, at any point during the sign-up process, provide express consent to receive automated text messages to his cell phone.

53. Soon after providing Uber with his cellular phone number, Grindell started to receive multiple automated text messages from Uber from several different phone numbers.

54. Grindell tried to stop the text messages several times. He has replied to Uber's text messages saying, "Remove" and continued to receive automated text messages from Uber.

55. Grindell received automated text messages daily during the last two weeks of December of 2014. He received at least 22 text messages total from telephone numbers associated with Uber.

56. Most of the text messages are not personalized for Grindell and are large automated text distributions from Uber to multiple recipients. For example, on December 31, 2014, Grindell received a message at 10:25 a.m. from (402) 807-2771, stating "LAST CHANCE to get on Uber before the New Year's Eve rush. Earn up to \$31/hr on the biggest night of the year! . . ."

57. The automated text messages that Uber sent to Grindell were to a cellular telephone number for which Grindell is charged for incoming calls and text messages pursuant to 47 U.S.C. § 227(b)(1)(A)(iii). The last four digits of Grindell's cellular telephone number are "2116."

58. Grindell's cell phone plan at the time he received the text messages only provided for 1,000 text messages per month. Due to Uber's incessant text messages, Grindell had to alter his cell phone usage patterns, resorting to Facebook messages and other means of communication in order to reach his family and friends.

59. The automated text messages that Uber sent Grindell were not for an emergency purpose as defined by 47 U.S.C. § 227(b)(1)(A)(i).

60. Uber sent the text messages to Grindell via an ATDS or autodialer as defined by 47 U.S.C. § 227(a)(1). The ATDS has the capability to both (1) store or produce telephone numbers to be texted using a random or sequential number generator, and (2) automatically send text messages from a list or database of telephone numbers, without human intervention.

61. The automated text messages from Uber also constitute artificial or prerecorded voice calls pursuant to 47 U.S.C. § 227(b)(1).

62. The automated text messages that Uber sent to Grindell were sent without Grindell's prior express consent. Moreover, Uber continued to send Grindell text messages even after Grindell explicitly asked to be removed.

63. Grindell alleges that each text message he received from Uber violated 47 U.S.C. § 227(b)(1).

Facts Specific to Plaintiff Pal

64. Plaintiff Pal has never been an Uber member, driver, or user. He has never applied to be an Uber driver and has never given Uber his cellular telephone number.

65. In January of 2015, Pal received six text messages on his cellular telephone from Uber about working for Uber as a driver.

66. The text messages were not personalized to Pal and are large automated text distributions from Uber to multiple recipients.

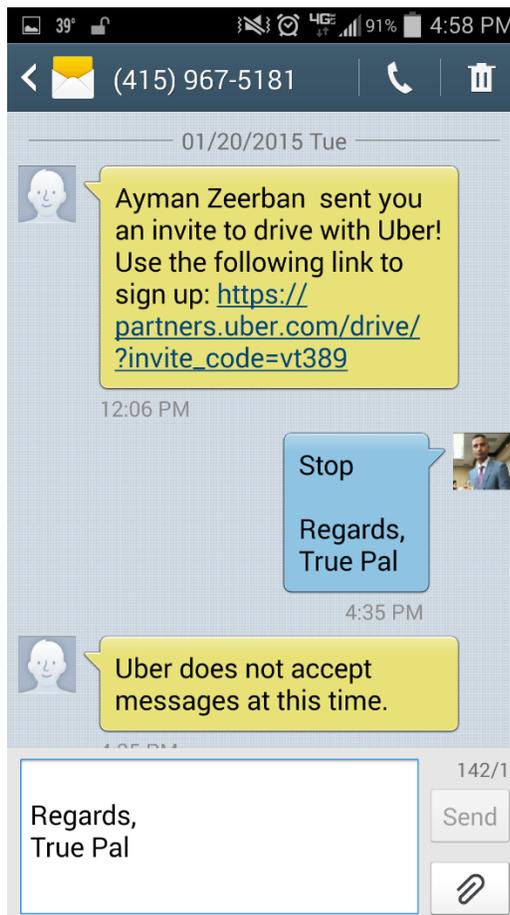
67. For example, on January 4, 2015, at 1:21 p.m., Pal received a message from Uber stating, "Sagar Roy sent you an invite to drive with Uber! Use the following link to sign up: https://partners.uber.com/drive/?invite_code=g01th."

68. Plaintiff Pal does not know any person named Sagar Roy.

69. On January 5, 2015, Pal received a message from Uber from the same number stating, “Ayman Zeerban sent you an invite to drive with Uber! . . .”

70. Plaintiff Pal does not know any person named Ayman Zeerban.

71. On January 20, 2015, Pal received another message from Uber inviting him to drive with Uber. Pal responded, “Stop Regards, True Pal,” to which Uber replied, “Uber does not accept messages at this time.”



72. The text messages that Uber sent to Pal were to a cellular telephone number for which Pal is charged for incoming calls and text messages pursuant to 47 U.S.C. § 227(b)(1)(A)(iii). The last four digits of Pal’s cellular telephone number are “5396.”

73. The text messages that Uber sent were not for an emergency purpose as defined by 47 U.S.C. § 227(b)(1)(A)(i).

74. Uber sent the text messages via an ATDS or autodialer as defined by 47 U.S.C. § 227(a)(1). The ATDS has the capability to both (1) store or produce telephone numbers to be texted using a random or sequential number generator, and (2) automatically send text messages from a list or database of telephone numbers, without human intervention.

75. The text messages from Uber also constitute artificial or prerecorded voice calls pursuant to 47 U.S.C. § 227(b)(1).

76. The automated text messages that Uber sent to Pal were sent without Pal's prior express consent.

77. Pal alleges that each text message he received from Uber violated 47 U.S.C. § 227(b)(1).

Facts Specific to Plaintiff Reilly

78. In or around August 11, 2014, Reilly started the application to become an Uber driver through Uber's website but ultimately decided not to complete the application because she was no longer interested.

79. Reilly did not, at any point during the sign-up process, provide express consent to receive automated text messages to her cell phone.

80. Soon thereafter, Reilly started receiving automated text messages from Uber from several different phone numbers pestering her about finishing her application.

81. For example, on August 30, 2014, Reilly received a message at 1:00 p.m. from (813) 642-7019 stating, "Hi, it's Mark from Uber! Make sure you upload your documents on your partners.uber.com account so you can get on the road ASAP!"

82. On October 3, 2014, Reilly received an automated text message at 12:58 p.m. from a different number, (484) 228-7048, stating, “Hi, it’s Tony from Uber! Make sure you upload your documents on your partners.uber.com account so you can get on the road ASAP!”

83. On October 14, 2014, Reilly received another text message from “Tony,” from a third telephone number, (484) 575-4162, to which she replied, “Can you please take me off of this list.”

84. Despite Reilly’s request, Uber sent Reilly another message on October 24, 2014, from a fourth telephone number, asking her to finalize her application.

85. The automated text messages that Uber sent to Reilly were to a cellular telephone number for which Reilly is charged for incoming calls and text messages pursuant to 47 U.S.C. § 227(b)(1)(A)(iii). The last four digits of Reilly’s cellular telephone number are “2119.”

86. The text messages that Uber sent were not for an emergency purpose as defined by 47 U.S.C. § 227(b)(1)(A)(i).

87. Uber sent the text messages via an ATDS or autodialer as defined by 47 U.S.C. § 227(a)(1). The ATDS has the capability to both (1) store or produce telephone numbers to be texted using a random or sequential number generator, and (2) automatically send text messages from a list or database of telephone numbers, without human intervention.

88. The text messages from Uber also constitute artificial or prerecorded voice calls pursuant to 47 U.S.C. § 227(b)(1).

89. The automated text messages that Uber sent to Reilly were sent without Reilly’s prior express consent.

90. Reilly alleges that each text message she received from Uber violated 47 U.S.C. § 227(b)(1).

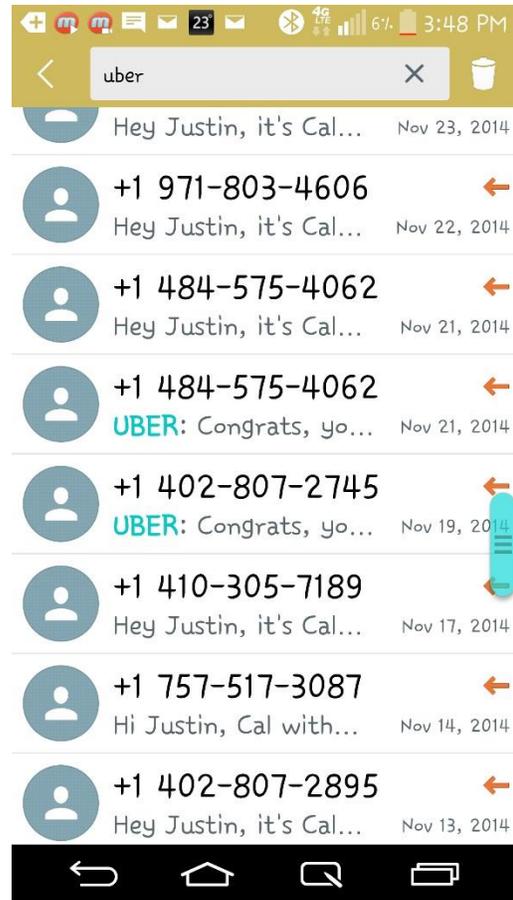
Facts Specific to Plaintiff Bartolet

91. In or around September of 2014, Bartolet began an application to become an Uber driver through Uber's website. As part of that application process, Bartolet provided Uber with his cellular phone number. Bartolet did not complete the process to become an Uber driver.

92. Bartolet did not, at any point during the sign-up process, provide express consent to receive automated text messages to his cell phone.

93. Soon after providing Uber with his cellular phone number, Bartolet started to receive multiple automated text messages from Uber from several different phone numbers. Between September of 2014 and January of 2015, Bartolet received at least 94 text messages from 44 different numbers.

94. Bartolet tried to stop the text messages several times. For example, on October 31, 2014 at 10:01 a.m. (pictured below, left), he responded to one of Uber's text messages by stating "Stop texting this number." Bartolet received at least 58 text messages (exemplars pictured below, right) from Uber after sending this message.



95. The automated text messages that Uber sent to Bartolet were to a cellular telephone number for which Bartolet is charged for incoming calls and text messages pursuant to 47 U.S.C. § 227(b)(1)(A)(iii). The last four digits of Bartolet's cellular telephone number are "1351."

96. The automated text messages that Uber sent Bartolet were not for an emergency purpose as defined by 47 U.S.C. § 227(b)(1)(A)(i).

97. Uber sent the text messages to Bartolet via an ATDS or autodialer as defined by 47 U.S.C. § 227(a)(1). The ATDS has the capability to both (1) store or produce telephone numbers to be texted using a random or sequential number generator, and (2) automatically send text messages from a list or database of telephone numbers, without human intervention.

98. The automated text messages from Uber also constitute artificial or prerecorded voice calls pursuant to 47 U.S.C. § 227(b)(1).

99. The automated text messages that Uber sent to Bartolet were sent without Bartolet's prior express consent. Moreover, Uber continued to send Bartolet text messages even after Bartolet explicitly asked Uber to stop sending him text messages.

100. Bartolet alleges that each text message he received from Uber violated 47 U.S.C. § 227(b)(1).

CLASS ACTION ALLEGATIONS

101. Plaintiffs bring this action individually and on behalf of three nationwide classes defined as follows:

Class A: All persons or entities within the U.S. who, during the Class Period, used or subscribed to a wireless or cellular service who were sent one or more non-emergency text messages, utilizing Twilio, Inc.'s system, in connection with Uber's Refer-a-Friend program.

Class B: All persons or entities within the U.S. who, during the Class Period, started Uber's driver partner application process but did not become an "active" driver in Uber's system, who used or subscribed to a wireless or cellular service, and to whom Uber sent one or more non-emergency text messages after the user or subscriber requested Uber to discontinue sending text messages.

Class C: All persons or entities in the U.S. who, during the Class Period, were not party to a contract with Uber and/or who did not provide his or her cellular phone number to Uber, and who used or subscribed to a cellular telephone number to which Uber sent one or more non-emergency text messages.

102. Plaintiffs will fairly and adequately represent and protect the interests of the other members of the Classes. Plaintiffs have retained counsel with substantial experience in prosecuting complex litigation and class actions. Plaintiffs and their counsel are committed to vigorously prosecuting this action on behalf of the other members of the Classes, and have the

financial resources to do so. Neither Plaintiffs nor their counsel have any interests adverse to those of the other members of the Classes.

103. Absent a class action, most members of the Classes would find the cost of litigating their claims to be prohibitive and would have no effective remedy. The class treatment of common questions of law and fact is superior to multiple individual actions or piecemeal litigation in that it conserves the resources of the courts and the litigants, and promotes consistency and efficiency of adjudication.

104. Defendant has acted and failed to act on grounds generally applicable to the Plaintiffs and the other members of the Classes, requiring the Court's imposition of uniform relief to ensure compatible standards of conduct toward the members of the Classes, and making injunctive or corresponding declaratory relief appropriate for each Class as a whole.

105. The factual and legal bases of Defendant's liability to Plaintiffs and to the other members of the Classes are the same, resulting in injury to the Plaintiffs and to all of the other members of the Classes. Plaintiffs and the other members of the Classes have all suffered harm and damages as a result of Defendant's unlawful and wrongful conduct.

106. Upon information and belief, there are thousands of members of the Classes such that joinder of all members is impracticable.

107. There are many questions of law and fact common to the claims of Plaintiffs and the other members of the Classes, and those questions predominate over any questions that may affect individual members of the Classes. Common questions for the Classes include, but are not limited to, the following:

- (a) Did Defendant and/or its agents send one or more text messages to members of the Classes?

- (b) Did Defendant and/or its agents use an automatic telephone dialing system to transmit the unsolicited text messages at issue?
- (c) Did Defendant and/or its agents transmit text messages to persons who did not previously provide Defendant with prior express consent to receive such messages?
- (d) Did the wireless spam distributed by Defendant violate the TCPA?
- (e) Are the Class members entitled to treble damages based on the willfulness of Defendant's conduct?
- (f) Should Defendant be enjoined from engaging in such conduct in the future?

COUNT I

Violation of Telephone Consumer Protection Act (47 U.S.C. § 227) on behalf of Plaintiffs and the members of the Classes

108. Plaintiffs hereby incorporate by reference the foregoing allegations as if fully set forth herein.

109. Defendant made unsolicited text calls to lists of wireless telephone numbers of Plaintiffs and the other members of the Classes using equipment that had the capacity to store or produce telephone numbers to be called using a random or sequential number generator and to automatically dial such numbers without human intervention.

110. These text message calls were made *en masse* without the prior express consent of the Plaintiffs and the Classes.

111. Defendant also made text message calls to Plaintiffs Bartolet, Reilly, Pal and Grindell after each of them communicated a request to Defendant to discontinue sending text messages to them.

112. Defendant has, therefore, violated the TCPA, 47 U.S.C. § 227(b)(1)(A)(iii).

113. As a result of Defendant's illegal conduct, Plaintiffs and the members of the Classes have had their privacy rights violated, have suffered actual and statutory damages and, under section 227(b)(3)(B), are each entitled to, *inter alia*, a minimum of \$500.00 in damages for each such violation of the TCPA.

114. To the extent Defendant knew or should have known that the members of the Classes did not provide prior express consent to be sent the wireless spam at issue, the Court should, pursuant to section 227(b)(3)(C), treble the amount of statutory damages recoverable by Plaintiffs and members of the Classes.

115. As a result of Uber's violations of 47 U.S.C. § 227 *et seq.*, Plaintiffs and members of the Classes have suffered invasions of their privacy, unwanted use of data storage space on their cellular telephones, have been subjected to nuisance text messages, and have been forced to waste time reviewing, deleting, and/or responding to Uber's unsolicited automated text messages.

116. Plaintiffs and members of the Classes also suffered damages in the form of text message, data, and other charges to their cellular telephone plans.

117. Plaintiffs and members of the Classes are also entitled to and seek injunctive relief prohibiting Uber's illegal conduct in the future.

WHEREFORE, Plaintiffs, individually and on behalf of the Classes, pray for the following relief:

1. An order certifying the Classes as defined above;
2. An award of statutory damages in an amount to be determined at trial;
3. An injunction requiring Defendant to cease all wireless spam activities;
4. An award of reasonable attorneys' fees and costs; and
5. Such further and other relief the Court deems reasonable and just.

JURY DEMAND

Plaintiffs request trial by jury of all claims that can be so tried.

Dated: August 11, 2017

Respectfully submitted,

MARIA VERGARA, JAMES LATHROP,
SANDEEP PAL, JENNIFER REILLY,
JUSTIN BARTOLET, and JONATHAN
GRINDELL, individually and on behalf of
classes of similarly situated individuals

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