

STATE OF CONNECTICUT

RETURN DATE: 10/16/18

STATE OF CONNECTICUT,	:	SUPERIOR COURT
<i>Plaintiff,</i>	:	
	:	JUDICIAL DISTRICT
	:	OF HARTFORD
v.	:	
	:	AT HARTFORD
UBER TECHNOLOGIES, INC.	:	
<i>Defendant.</i>	:	SEPTEMBER 26, 2018

COMPLAINT

Plaintiff, State of Connecticut, by George Jepsen, Attorney General, State of Connecticut, brings this action against the Defendant, Uber Technologies, Inc., pursuant to the Connecticut Unfair Trade Practices Act ("CUTPA"), chapter 735 of the General Statutes, Connecticut's Data Breach Notification Law, General Statutes § 36a-701b, and Connecticut's Safeguards Law, General Statutes § 42-110b *et seq.*, as follows:

JURISDICTION

1. This action is brought by George Jepsen, Attorney General of the State of Connecticut (the "Attorney General"), at the request of Michelle Seagull, Commissioner of Consumer Protection, pursuant to CUTPA, and more specifically, General Statutes § 42-110m. This action is also brought pursuant to the Attorney General's authority under General Statutes §§ 36a-701b(g) and 42-471.

2. This Court has jurisdiction over the Defendant pursuant to CUTPA because the Defendant has transacted business within the State of Connecticut at all times relevant to this complaint. This Court also has jurisdiction over the Defendant pursuant to the Safeguards Law and the Data Breach Notification Law because the Defendant maintains computerized data that

includes Connecticut residents' personal information as defined in General Statutes § 36a-701b and General Statutes § 42-471(c).

THE PARTIES

3. Plaintiff is the State of Connecticut (the "State"), George Jepsen, Attorney General.

4. Defendant, Uber Technologies, Inc., is a Delaware corporation with its principal place of business at 1455 Market Street, 4th Floor, San Francisco, California 94103. As used herein, any reference to "Uber" or "Defendant" shall mean Uber Technologies, Inc., including all of its officers, directors, affiliates, subsidiaries and divisions, predecessors, successors and assigns doing business in the United States.

BACKGROUND

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

6. In November 2016, hackers contacted Uber to inform them that they had accessed and acquired Uber data and to demand payment in exchange for deleting the data.

7. Uber was able to determine the security vulnerability that the hackers had exploited and eliminate the vulnerability.

8. In December 2016, the hackers deleted the data.

9. Among the data the hackers acquired was personal information pursuant to General Statutes §§ 36a-701b(a)(2)(B) and 42-471(c), specifically name and driver's license information pertaining to some Uber drivers.

10. The hackers committed a security breach as defined in General Statutes § 36a-701b(a)(1) with respect to that personal information.

11. Uber did not disclose the data breach to affected Uber drivers in 2016 when the breach was discovered.

12. In August 2017, Uber named a new Chief Executive Officer, Dara Khosrowshahi.

13. In September 2017, Khosrowshahi was informed that Uber had suffered a data breach and ordered an investigation into the data breach, hiring a third party cyber security provider to conduct the investigation.

14. The cyber security provider verified the 2016 data breach, and, on November 21, 2017, Uber notified regulators and consumers of the 2016 breach.

15. Uber offered affected drivers free credit monitoring and identity theft protection.

COUNT ONE

Violations of Data Breach Notification Law

1-15. The allegations of Paragraphs 1 through 15 are incorporated by reference as Paragraphs 1-15 of Count One as if fully set forth herein.

16. The breach, which compromised the personal information of Connecticut residents, constitutes a "breach of security" as that term is defined by General Statutes § 36a-701b(a).

17. General Statutes § 36a-701b(b)(1) requires timely notification of any breach of

security to Connecticut residents "without unreasonable delay but not later than ninety days after the discovery of such breach...."

18. Uber did not disclose the breach to Connecticut residents until over one year after the breach occurred. The disclosure was thus well beyond the ninety day period from discovery as required by General Statutes § 36a-701b(b).

19. Pursuant to General Statutes § 36a-701b (g), Uber's failure to disclose the breach with no unreasonable delay under General Statutes § 36a-701b constitutes an unfair trade practice pursuant to General Statutes § 42-110b.

COUNT TWO

Civil Penalties (Violations of Data Breach Notification Law)

1-19. The allegations of Paragraphs 1 through 19 of Count One are incorporated by reference as Paragraphs 1 through 19 of Count Two as if fully set forth herein.

20. The Defendant engaged in the unfair acts or practices alleged herein willfully when they knew, or reasonably should have known, that their conduct was unfair or deceptive, in violation of General Statutes § 42-110o(a), and therefore, are liable for civil penalties of up to \$5,000 per willful violation pursuant to General Statutes § 42-110o(b).

COUNT THREE

Violations of CUTPA

1-15. The allegations of Paragraphs 1 through 15 are incorporated by reference as Paragraphs 1 through 15 of Count Three as if fully set forth herein.

16. CUTPA at General Statutes § 42-110b (a) states: "[n]o person shall engage in unfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce."

17. CUTPA at General Statutes § 42-110a (4) states that the terms “trade” and “commerce” shall mean: "the advertising, the sale or rent or lease, the offering for sale or rent or lease, or the distribution of any services and any property, tangible or intangible, real, personal or mixed, and any other article, commodity, or thing of value in this state."

18. Uber was at all times relevant hereto, engaged in trade and commerce in the State of Connecticut, in that Uber is a technology company that provides a ride hailing mobile application that connects drivers with riders, including in Connecticut. Riders hail and pay drivers using the Uber platform.

19. While engaged in trade or commerce, Uber violated CUTPA by representing to users that Uber protects the sensitive personal information of its users and drivers, either implicitly by collecting such personal information or explicitly as set forth in Paragraph 6.

20. Contrary to this representation, the hackers were able to gain access to some Uber user personal information.

21. Such representations were likely to mislead consumers acting reasonably under the circumstances into believing that their personal information was safeguarded from misuse by third parties.

22. Such representations were material to consumers’ decisions about whether or not to transact business with Uber and whether or not to use Uber's services.

23. By engaging in the aforementioned acts or practices, Uber also violated the public policy of the State of Connecticut, including the public policy set forth in General Statutes 42-471, which requires persons in possession of personal information of another person. Uber's acts or practices as described herein, are oppressive unethical, immoral, and unscrupulous.

24. Uber's acts or practices, as described herein, caused substantial injury to consumers.

25. Uber has therefore engaged in unfair or deceptive acts and practices in violation of General Statutes § 42-110b(a).

COUNT FOUR

Civil Penalties (Violations of CUTPA)

1-25. The allegations of Paragraphs 1 through 25 of Count Three are incorporated by reference as Paragraphs 1 through 25 of Count Four as if fully set forth herein.

26. Uber engaged in the acts and practices alleged herein when they knew or should have known that their conduct was unfair or deceptive, in violation of General Statutes § 42-110b(a), and, therefore, are liable for civil penalties of up to \$5,000 per willful violation pursuant to General Statutes § 42-110o(b).

COUNT FIVE

Violations of Safeguards Law

1-15. The allegations of Paragraphs 1 through 15 are incorporated by reference as Paragraphs 1 through 15 of Count Five as if fully set forth herein.

16. General Statutes § 42-471(a) states: "any person in possession of personal information of another person shall safeguard the data, computer files, and documents containing the information from misuse by third parties..."

17. Uber was in possession of Connecticut residents' "personal information" as that term is defined in General Statutes § 42-471(c).

18. Uber's policies and procedures did not adequately safeguard Connecticut residents' personal information.

19. Uber therefore failed to safeguard personal information in violation of General Statutes § 42-471.

COUNT SIX

Civil Penalties (Violations of Safeguards Law)

1-19. The allegations of Paragraphs 1 through 19 of Count 5 are incorporated by reference as Paragraphs 1 through 19 of Count Six as if fully set forth herein.

20. Uber engaged in the acts or practices alleged herein in violation of General Statutes § 42-471(a) and therefore, is liable for civil penalties of \$5,000 per violation pursuant to General Statutes § 42-471(e).

PRAYER FOR RELIEF

WHEREFORE, the Plaintiff respectfully requests that the Court enters the following relief:

1. Enter judgment against the Defendant and in favor of the Plaintiff on each count of this Complaint;
2. Pursuant to CUTPA, specifically General Statutes § 42-110m, permanently enjoin and restrain the Defendant from engaging in false, misleading, or deceptive practices relating to the protection of personal information of the Defendant's users and drivers.
3. Pursuant to CUTPA, specifically General Statutes § 42-110o, order the Defendant to pay civil penalties in the amount of FIVE THOUSAND and 00/100 DOLLARS (\$5,000.00) for each and every willful violation of CUTPA;
4. Pursuant to CUTPA, specifically General Statutes § 42-110m, order the Defendant to pay costs and reasonable attorneys' fees incurred by the State in connection with the investigation and litigation of this matter;
5. Permanently enjoin and restrain the Defendant from continuing the practices

complained of herein under General Statutes §§ 36a-701b and 42-471.

6. An order, pursuant to General Statutes § 42-471(e), directing the Defendant to pay civil penalties of \$5,000 for each violation of General Statutes § 42-471(a);

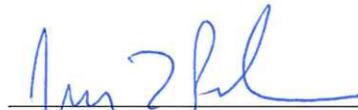
7. That the Court grant such further relief in law or equity as the Court deems necessary or appropriate to remedy the effects of Uber's unlawful practices.

The Plaintiff hereby states that the amount in controversy is more than Fifteen Thousand Dollars (\$15,000.00), exclusive of interests and costs.

Dated at Hartford, Connecticut this 26th day of September, 2018.

PLAINTIFF,
STATE OF CONNECTICUT

GEORGE JEPSEN
ATTORNEY GENERAL

By: 
Jeremy Pearlman, Juris # 422390
Michele Lucan, Juris # 429605
Assistant Attorneys General
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STATE OF CONNECTICUT

DOCKET NO. HHD-CV-18-6100781S	:	SUPERIOR COURT
	:	
STATE OF CONNECTICUT,	:	JUDICIAL DISTRICT
<i>Plaintiff,</i>	:	OF HARTFORD
	:	
v.	:	AT HARTFORD
	:	
UBER TECHNOLOGIES, INC.,	:	
<i>Defendant.</i>	:	SEPTEMBER 26, 2018

FINAL JUDGMENT ON STIPULATION

Plaintiff, STATE OF CONNECTICUT, represented by George Jepsen, Connecticut Attorney General, has filed a Complaint for a permanent injunction and other relief in this matter pursuant to the Connecticut Unfair Trade Practices Act ("CUTPA"), General Statutes § 42-110b *et seq.*, Connecticut's Data Breach Notification Law, General Statutes § 36a-701b *et seq.* and Connecticut's Safeguards Law, General Statutes § 42-471, alleging Defendant, UBER TECHNOLOGIES, INC. ("UBER") committed violations of state law.

Plaintiff and UBER have agreed to the Court's entry of this Final Judgment on Stipulation ("Stipulated Judgment") without trial or adjudication of any issue of fact or law, and without admission of any facts alleged or liability of any kind.

Preamble

The Attorneys General of the states and commonwealths of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, Florida, Georgia, Hawaii¹, Idaho,

¹ Hawaii is represented by its Office of Consumer Protection. For simplicity purposes, the entire group will be referred to as the "Attorneys General," or individually as "Attorney General." Such designations, however, as they pertain to Hawaii, shall refer to the Executive Director of the State of Hawaii Office of Consumer Protection.

Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland², Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah³, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the District of Columbia (collectively, the “Attorneys General,” or the “States”) conducted an investigation under their respective State Consumer Protection Acts and Personal Information Protection Acts⁴ regarding the data breach involving UBER that occurred in 2016 and that UBER announced in 2017.

Parties

1. The Attorney General, acting at the request of the Connecticut Commissioner of Consumer Protection, is charged with enforcement of CUTPA, General Statutes § 42-110b *et seq.*, and the Safeguards Law, General Statutes § 42-471. The Attorney General is also authorized to enforce violations of the Data Breach Notification Law, General Statutes § 36a-701b *et seq.*
2. UBER is a Delaware corporation with its principal place of business at 1455 Market Street, San Francisco, California 94103.
3. As used herein, any reference to “UBER” or “Defendant” shall mean UBER TECHNOLOGIES, INC., including all of its officers, directors, affiliates, subsidiaries and divisions, predecessors, successors and assigns doing business in the United States.

However, any affiliate or subsidiary created as a result of an acquisition by UBER after

² The use of the designations “Attorneys General” or “Attorney General,” as they pertain to Maryland, shall refer to the Consumer Protection Division of the Office of the Maryland Attorney General.

³ Claims pursuant to the Utah Protection of Personal Information Act are brought under the direct enforcement authority of the Attorney General. Utah Code § 13-44-301(1). Claims pursuant to the Utah Consumer Sales Practices Act are brought by the Attorney General as counsel for the Utah Division of Consumer Protection, pursuant to the Division’s enforcement authority. Utah Code §§ 13-2-1 and 6.

⁴ See *Appendix A*. For purposes of this Stipulated Judgment, Connecticut’s Consumer Protection Act is CUTPA, and the relevant Personal Information Protection Acts shall be the Data Breach Notification Law and Safeguards Law.

the Effective Date shall not be subject to any requirement of this Stipulated Judgment until ninety (90) days after the acquisition closes.

Findings

4. The Court has jurisdiction over the subject matter of the complaint filed herewith and over the parties to this Stipulated Judgment.
5. At all times relevant to this matter, UBER engaged in trade and commerce affecting consumers in the States, including in Connecticut, in that UBER is a technology company that provides a ride hailing mobile application that connects drivers with riders. Riders hail and pay drivers using the UBER platform.

Order

NOW THEREFORE, on the basis of these findings, and for the purpose of effecting this Stipulated Judgment, IT IS HEREBY ORDERED AS FOLLOWS:

I. DEFINITIONS

1. "Covered Conduct" shall mean UBER's conduct related to the data breach involving UBER that occurred in 2016 and that UBER announced in 2017.
2. "Data Security Incident" shall mean any unauthorized access to Personal Information owned, licensed, or maintained by UBER.
3. "Effective Date" shall be October 25, 2018.
4. "Encrypt," "Encrypted," or "Encryption" shall mean rendered unusable, unreadable, or indecipherable to an unauthorized person through a security technology or methodology generally accepted in the field of information security.
5. "Personal Information" shall have the definition as set forth in Connecticut's Data Breach Notification Law, General Statutes § 36a-701b, and Safeguards Law, General Statutes § 42-471(c).

6. “Riders and Drivers” or, as applicable, “Rider or Driver” shall mean any individual natural person who is a resident of Connecticut who uses UBER’s ride hailing mobile applications to request or receive transportation (i.e., riders) or to provide transportation individually or through partner transportation companies (i.e., drivers), other than in connection with Uber Freight or similar services offered by UBER to commercial enterprises.
7. “Security Executive” shall be an executive or officer with appropriate background and experience in information security who is designated by UBER as responsible for the Information Security Program. The title of such individual need not be Security Executive.

II. **INJUNCTIVE RELIEF**

8. The injunctive terms contained in this Stipulated Judgment are being entered pursuant to CUTPA, and more specifically, General Statutes § 42-110m. Uber shall implement and thereafter maintain the practices described below, including continuing those of the practices that it has already implemented.
9. UBER shall comply with CUTPA, the Data Breach Notification Law, and the Safeguards Law in connection with its collection, maintenance, and safeguarding of Personal Information.
10. UBER shall not misrepresent the extent to which UBER maintains and/or protects the privacy, security, confidentiality, or integrity of any Personal Information collected from or about Riders and Drivers.
11. UBER shall comply with the reporting and notification requirements of the Data Breach Notification Law.
12. Specific Data Security Safeguards. No later than ninety (90) days after the Effective

Date and for a period of ten (10) years thereafter, UBER shall:

- a. Prohibit the use of any cloud-based service or platform from a third party for developing or collaborating on code containing any plaintext credential if that credential provides access to a system, service, or location that contains Personal Information of a Rider or Driver unless:
 - i. UBER has taken reasonable steps to evaluate the data security measures and access controls provided by the service or platform as implemented by UBER;
 - ii. UBER has determined that the data security measures and access controls are reasonable and appropriate in light of the sensitivity of the Personal Information that a plaintext credential appearing in code on the service or platform can access;
 - iii. UBER has documented its determination in writing; and
 - iv. UBER's Security Executive or her or his designee has approved the use of the service or platform.

Access controls for such service or platform shall not be considered reasonable and appropriate if they do not include password protection including strong, unique password requirements and multifactor authentication, *or* the equivalent level of protection through other means such as single sign-on; appropriate account lockout thresholds; and access logs maintained for an appropriate period of time.

- b. Maintain a password policy for all employees that includes strong password requirements.

- c. Develop, implement, and maintain a policy regarding the Encryption of Personal Information of Riders and Drivers in the following circumstances. First, the policy shall require the use of Encryption when such information is transmitted electronically over a network. Second, the policy shall require the use of Encryption for backups of databases containing such information when the backups are stored on a third-party, cloud-based service or platform, either through Encryption of Personal Information of Riders and Drivers within the backup or through Encryption of the backup file or location where it is stored. To the extent UBER determines that such Encryption is not reasonably feasible in a particular instance, UBER may instead use effective alternative compensating controls reviewed and approved by UBER's Security Executive or her or his designee.

13. Information Security Program

- a. Within one hundred twenty (120) days after the Effective Date, UBER shall develop, implement, and maintain a comprehensive information security program ("Information Security Program") reasonably designed to protect the security, integrity, and confidentiality of Personal Information collected from or about Riders and Drivers.
- b. The Information Security Program shall be at least compliant with any applicable requirements under Connecticut law, and at a minimum, shall be written and shall contain administrative, technical, and physical safeguards appropriate to:
 - i. The size and complexity of UBER's operations;
 - ii. The nature and scope of UBER's activities; and

- iii. The sensitivity of the Personal Information of Riders and Drivers that UBER maintains.
- c. At a minimum, the Information Security Program shall include:
- i. regular identification of internal and external risks to the security, confidentiality, or integrity of Personal Information of Riders and Drivers that could result in the unauthorized disclosure, misuse, loss, alteration, destruction, or other compromise of such information, and an assessment of the sufficiency of any safeguards in place to control these risks;
 - ii. the design and implementation of reasonable safeguards to control these risks;
 - iii. regular testing and monitoring of the effectiveness of these safeguards;
 - iv. the evaluation and adjustment of the Information Security Program in light of the results of the testing and monitoring; and
 - v. ongoing training of employees and temporary, contract, and contingent workers concerning the proper handling and protection of Personal Information of Riders and Drivers, the safeguarding of passwords and security credentials for the purpose of preventing unauthorized access to Personal Information, and disciplinary measures for violation of the Information Security Program, including up to termination for employees and permanent removal from UBER for temporary, contract, and contingent workers.
- d. UBER shall ensure that its Information Security Program receives the resources and support reasonably necessary to ensure that the Information Security Program functions as intended.

- e. UBER shall designate a Security Executive who shall be responsible for the Information Security Program.

14. Information Security Program Assessments

- a. Within one year of the Effective Date and biennially for ten (10) years thereafter, UBER shall obtain assessments of its Information Security Program.
- b. The assessments shall be performed by an independent third party that: (a) is a Certified Information Systems Security Professional (“CISSP”) or a Certified Information Systems Auditor (“CISA”), or a similarly qualified person or organization; and (b) has at least five (5) years of experience evaluating the effectiveness of computer systems or information system security.
- c. The assessments shall set forth the administrative, technical, and physical safeguards maintained by UBER and explain the extent to which the safeguards are appropriate to UBER’s size and complexity, the nature and scope of UBER’s activities, and the sensitivity of Personal Information of Riders and Drivers that UBER maintains, and thereby meet the requirements of the Information Security Program.
- d. UBER shall provide a copy of the third party’s final written report of each assessment to the California Attorney General’s Office within one hundred twenty (120) days after the assessment has been completed.
 - i. Confidentiality: The California Attorney General’s Office shall treat the report as exempt from disclosure under the relevant public records laws.
 - ii. State Access: The California Attorney General’s Office may provide a copy of the report received from UBER to any other of the Attorneys General upon request, and each requesting Attorney General shall treat

such report as exempt from disclosure as applicable under the relevant public records laws.

15. Incident Response and Data Breach Notification Plan

- a. For a period of two (2) years following the Effective Date, UBER shall report on at least a quarterly basis to Connecticut identifying and describing any Data Security Incidents that occurred during the reporting period and are required by any U.S. federal, state, or local law or regulation to be reported to any U.S. federal, state, or local government entity.
- b. UBER shall maintain a comprehensive Incident Response and Data Breach Notification Plan (“Plan”). At a minimum, the Plan shall:
 - i. identify the types of incidents that fall within the scope of the Plan, which must include any incident that UBER reasonably believes might be a Data Security Incident;
 - ii. clearly describe all individuals’ roles in fulfilling responsibilities under the Plan, including back-up contacts and escalation pathways;
 - iii. require regular testing and review of the Plan, and the evaluation and revision of the Plan in light of such testing and review; and
 - iv. require that once UBER has determined that an incident is a Data Security Incident, (a) a duly licensed attorney shall decide whether notification is required under applicable law; (b) that determination shall be documented in writing and communicated to UBER’s Security Executive and to a member of UBER’s legal department with a supervisory role at least at the level of associate general counsel; (c) UBER shall maintain documentation sufficient to show the investigative and responsive actions

taken in connection with the Data Security Incident and the determination as to whether notification is required; and (d) UBER shall assess whether there are reasonably feasible training or technical measures, in addition to those already in place, that would materially decrease the risk of the same type of Data Security Incident re-occurring. UBER's Security Executive is responsible for overseeing, maintaining and implementing the Plan.

- c. UBER's Security Executive shall report to the Chief Executive Officer, the Chief Legal Officer, and the Board of Directors on a quarterly basis how many Data Security Incidents occurred and how they were resolved, including any payment by UBER in excess of \$5,000 to a third party who reported the Data Security Incident to UBER such as through a bug bounty program (other than a payment to a forensics company retained by UBER).

16. Corporate Integrity Program

- a. UBER shall develop, implement, and maintain a hotline or equivalent mechanism for employees to report misconduct, ethical concerns, or violations of UBER's policies, cultural norms, or code of conduct.
- b. UBER shall require an executive or officer with appropriate background and experience in compliance to report to the Board of Directors, or to a committee thereof, at each regularly scheduled meeting of the Board of Directors or committee to provide information concerning instances or allegations of misconduct, ethical concerns, or violations of UBER's policies, cultural norms, or code of conduct, including complaints received by the hotline.
- c. No later than ninety (90) days after the Effective Date and for a period of ten (10) years thereafter, UBER shall develop, implement and maintain a process,

incorporating privacy by design principles, to review proposed changes to UBER's applications, its products, and any other ways in which UBER uses, collects, or shares data collected from or about Riders and Drivers.

- d. UBER shall develop, implement, and maintain an annual training program for employees concerning UBER's code of conduct.
- e. UBER's Security Executive shall advise the Chief Executive Officer or the Chief Legal Officer of UBER's security posture, security risks faced by UBER, and security implications of UBER's business decisions.

Meet and Confer

17. If the Attorney General reasonably believes that UBER has failed to comply with any of Paragraphs 12 through 16 of this Stipulated Judgment, and if in the Attorney General's sole discretion the failure to comply does not threaten the health or safety of citizens and does not create an emergency requiring immediate action, the Attorney General will notify UBER in writing of such failure to comply and UBER shall have thirty (30) days from receipt of such written notice to provide a good faith written response, including either a statement that UBER believes it is in full compliance or otherwise a statement explaining how the violation occurred, how it has been addressed or when it will be addressed, and what UBER will do to make sure the violation does not happen again. The Attorney General may agree to provide UBER more than thirty (30) days to respond.
18. Nothing herein shall be construed to exonerate any failure to comply with any provision of this Stipulated Judgment, or to compromise the authority of the Attorney General to initiate a proceeding for any failure to comply with this Stipulated Judgment in the circumstances excluded in Paragraph 17 or if, after receiving the response from UBER

described in Paragraph 17, the Attorney General determines that an enforcement action is in the public interest.

Payment to the States

19. Within thirty (30) days of the Effective Date, UBER shall pay **One Hundred Forty-Eight Million Dollars (\$148,000,000)** to the Attorneys General, to be distributed as agreed by the Attorneys General. If the Court has not entered this Stipulated Judgment by the Effective Date, UBER shall pay within thirty (30) days of the Effective Date or within fourteen (14) days of entry of this Stipulated Judgment, whichever is later. The money received by the Attorneys General pursuant to this paragraph may be used for purposes that may include, but are not limited to, attorneys' fees, and other costs of investigation and litigation, or be placed in, or applied to, any consumer protection law enforcement fund, including future consumer protection or privacy enforcement, consumer education, litigation or local consumer aid fund or revolving fund, used to defray the costs of the inquiry leading hereto, or for other uses permitted by state law, at the sole discretion of the Attorneys General.

- a. Out of the Payment to the States, as set forth above, UBER shall pay the amount of **Two Million, Eight Hundred Forty Three Thousand, Fifty Eight Dollars and Thirteen Cents (\$2,843,058.13)** to the National Attorneys General Training and Research Institute Endowment Fund (the "NAGTRI Endowment Fund") pursuant to this Final Judgment and Consent Decree and the terms of written payment processing instructions from the President of the National Association of Attorneys General. UBER shall make this payment to the NAGTRI Endowment Fund within thirty (30) days of the Effective Date or within fourteen (14) days of entry of this Final Judgment and Consent Decree, whichever is later.

- b. Out of the Payment to the States, UBER shall pay the amount of **One Million Dollars (\$1,000,000)** to the TJX Data Security Fund (the "TJX Fund") pursuant to this Final Judgment and Consent Decree and the terms of written payment processing instructions from the TJX Data Security Fund Committee. UBER shall make this payment to the TJX Fund within thirty (30) days of the Effective Date or within fourteen (14) days of entry of this Final Judgment and Consent Decree, whichever is later.
- c. Out of the Payment to the States, as set forth above, Uber shall pay to the State of Connecticut the amount of **Four Million, Five Hundred Six Thousand, Four Hundred Thirty-Two Dollars and Twenty-Two Cents (\$4,506,432.22)**. Out of the Payment to the State of Connecticut, as set forth above, Four Hundred Thousand Dollars (\$400,000.00) shall be deposited into the Attorney General's Consumer Protection Fund to support the office's consumer protection work, including but not limited to consumer complaint resolution programs, consumer education, and consumer protection enforcement, investigation and litigation and Two Hundred Fifty Thousand (\$250,000.00) to the Department of Consumer Protection's consumer protection enforcement fund in accordance with General Statutes § 21a-8a. Additionally, an amount to be determined by the Attorney General will be paid from the Payment to the State of Connecticut to affected individual Connecticut Uber Drivers pursuant to a process to be determined by the Attorney General, and for the processing of such payments. The remainder of the Payment to the State of Connecticut shall be deposited in the general fund.

Release

20. Upon payment of the amount due to Connecticut under this Stipulated Judgment, the Attorney General shall release and discharge UBER from all civil claims that the Attorney General could have brought under CUTPA, the Data Breach Notification Law, and the Safeguards Law or common law claims concerning unfair, deceptive, or fraudulent trade practices based on the Covered Conduct. Nothing contained in this paragraph shall be construed to limit the ability of the Attorney General to enforce the obligations that UBER has under this Stipulated Judgment. Further, nothing in this Stipulated Judgment shall be construed to create, waive, or limit any private right of action.

General Provisions

21. The parties understand and agree that this Stipulated Judgment shall not be construed as an approval or a sanction by the Attorney General of UBER's business practices, nor shall UBER represent that this Stipulated Judgment constitutes an approval or sanction of its business practices. The parties further understand and agree that any failure by the Attorney General to take any action in response to any information submitted pursuant to this Stipulated Judgment shall not be construed as an approval or sanction of any representations, acts, or practices indicated by such information, nor shall it preclude action thereon at a later date.

22. Nothing in this Stipulated Judgment shall be construed as relieving UBER of the obligation to comply with all state and federal laws, regulations, and rules, nor shall any of the provisions of this Stipulated Judgment be deemed to be permission to engage in any acts or practices prohibited by such laws, regulations, and rules.

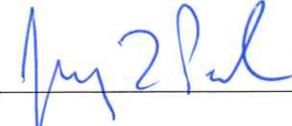
23. UBER shall deliver a copy of this Stipulated Judgment to, or otherwise fully apprise, its executive management having decision-making authority with respect to the subject matter of this Stipulated Judgment within thirty (30) days of the Effective Date.
24. To the extent that there are any, UBER agrees to pay all court costs associated with the filing (if legally required) of this Stipulated Judgment. No court costs, if any, shall be taxed against the Attorney General.
25. If any clause, provision, paragraph, or section of this Stipulated Judgment is for any reason held illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall not affect any other clause, provision, paragraph, or section of this Stipulated Judgment, and this Stipulated Judgment shall be construed and enforced as if such illegal, invalid, or unenforceable clause, provision, paragraph, or section had not been contained herein.
26. Any notice or report provided by UBER to the Attorney General under this Stipulated Judgment shall be satisfied by sending notice to the Designated Contacts in *Appendix B*. Any notice or report provided by the Attorney General to UBER under this Stipulated Judgment shall be satisfied by sending notice to: Chief Legal Officer, Uber Technologies, Inc., 1455 Market Street, San Francisco, California 94103; with a copy to Rebecca S. Engrav, Perkins Coie LLP, 1201 Third Avenue, Suite 4900, Seattle, Washington 98101. All such notices or reports shall be sent by United States mail, certified mail return receipt requested, or other nationally recognized courier service that provides for tracking services and identification of the person signing for the notice or document, and shall be deemed to be sent upon mailing. Notwithstanding the foregoing, if a sending party requests of the receiving party whether transmission by electronic mail is sufficient for a particular notice or report and the receiving party agrees, electronic mail may be used if

an electronic return receipt is provided. An Attorney General may update its address by sending a complete, new updated version of *Appendix B* to UBER and to all other Attorneys General listed on *Appendix B*. UBER may update its address by sending written notice to all parties listed in *Appendix B*.

APPROVED:

PLAINTIFF, THE STATE OF CONNECTICUT

GEORGE JEPSEN,
Attorney General

By:  _____

Date: 9/26/18

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[Additional approvals on subsequent pages]

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DEFENDANT, UBER TECHNOLOGIES, INC.

By: Tony West Date: 7.21.18
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Chief Legal Officer

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Entered:

Judge

Date: _____

Appendix A.

STATE	CONSUMER PROTECTION ACTS and PERSONAL INFORMATION PROTECTION ACTS
Alabama	Alabama Deceptive Trade Practices Act, Ala. Code § 8-19-1, <i>et seq.</i> ; Alabama Data Breach Notification Act of 2018, Ala. Code § 8-38-1, <i>et seq.</i>
Alaska	The Alaska Unfair Trade Practices and Consumer Protection Act, AS 45.50.471 <i>et seq.</i> ; The Alaska Personal Information Protection Act, AS 45.48 <i>et seq.</i>
Arizona	Arizona Consumer Fraud Act, Ariz. Rev. Stat. § 44-1521 <i>et seq.</i> ; Arizona Data-Breach Notification Law, Ariz. Rev. Stat. § 18-545 (in effect 2016-2018; now codified, as revised, at Ariz. Rev. Stat. §§ 18-551 and 18-552)
Arkansas	Arkansas Deceptive Trade Practices Act, Ark. Code Ann. §§ 4-88-101, <i>et seq.</i> ; Personal Information Protection Act, Ark. Code Ann. §§ 4-110-101, <i>et seq.</i>
California	California Business & Professions Code, section 17200, <i>et seq.</i> ; California Civil Code, sections 1798.82 and 1798.81.5
Colorado	Colorado Consumer Protection Act, Colo. Rev. Stat. § 6-1-101, <i>et seq.</i>
Connecticut	Connecticut Unfair Trade Practices Act, Conn. Gen. Stat. § 42-110a <i>et seq.</i> ; Breach of Security re Computerized Data Containing Personal Information, Conn. Gen. Stat. § 36a-701b; Safeguarding of Personal Information, Conn. Gen. Stat. § 42-471
District of Columbia	D.C. Code §§ 28-3901, <i>et seq.</i> ; D.C. Code §§ 28-3851, <i>et seq.</i>
Delaware	Delaware Consumer Fraud Act, 6 Del. C. § 2511, <i>et seq.</i> ; Delaware Uniform Deceptive Trade Practices Act, 6 Del. C. § 2531, <i>et seq.</i> ; Delaware Computer Security Breaches Act, 6 Del. C. § 12B-100, <i>et seq.</i>
Florida	Florida Deceptive and Unfair Trade Practices

Appendix A.

	Act, Chapter 501, Part II, Florida Statutes; Florida Information Protection Act, Section 501.171, Florida Statutes
Georgia	Fair Business Practices Act, O.C.G.A. §§ 10-1-390 through 408; Georgia Personal Identity Protection Act, O.C.G.A. §§ 10-1-910 through 912
Hawaii	Monopolies; Restraint of Trade, Haw. Rev. Stat. Chpt. 480; Security Breach of Personal Information, Haw. Rev. Stat. Chpt. 487N
Idaho	Idaho Consumer Protection Act, Idaho Code §§ 48-601 <i>et seq.</i> ; Idaho Identity Theft Act, Idaho Code §§ 28-51-101 <i>et seq.</i>
Illinois	Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/1, <i>et seq.</i> ; Illinois Personal Information Protection Act, 815 ILCS 530/1, <i>et seq.</i>
Indiana	Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5 <i>et seq.</i> ; Disclosure of Security Breach Act, Ind. Code § 24-4.9 <i>et seq.</i>
Iowa	Iowa Consumer Fraud Act, Iowa Code § 714.16; Personal Information Security Breach Protection, Iowa Code § 715C
Kansas	Kansas Consumer Protection Act K.S.A. 50-623 <i>et seq.</i> ; Wayne Owen Act K.S.A. 50-6,139b
Kentucky	Kentucky Consumer Protection Act, KRS 367.110-.300 and 367.990; KRS 365.732
Louisiana	Unfair Trade Practices and Consumer Protection Law LA RS 51:1401 <i>et seq.</i> ; Database Security Breach Notification Law LA RS 51:3071 <i>et seq.</i>
Maine	Maine Unfair Trade Practices Act, 5 M.R.S.A. §§ 205-A through 214; Maine Notice of Risk to Personal Data Act, 10 M.R.S.A. §§ 1346 through 1350-B
Maryland	Maryland Consumer Protection Act, Md. Code Ann., Com. Law § 13-101, <i>et seq.</i> (2013 Repl.

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	Vol and 2017 Supp.); Maryland Personal Information Protection Act, Md. Code Ann., Com. Law § 14-3501, <i>et seq.</i> (2013 Repl. Vol and 2017 Supp.)
Massachusetts	Massachusetts Consumer Protection Act (G.L. c. 93A); Massachusetts Data Security Law (G.L. c. 93H)
Michigan	Michigan Consumer Protection Act, MCL 445.901, <i>et seq.</i> ; Michigan Identity Theft Protection Act, MCL 445.61, <i>et seq.</i>
Minnesota	Minnesota Deceptive Trade Practices Act, Minn. Stat. §§ 325D.43 <i>et seq.</i> Minnesota Prevention of Consumer Fraud Act, Minn. Stat. §§ 325F.68 <i>et seq.</i> Minnesota Data Breach Notification Statute, Minn. Stat. § 325E.61.
Mississippi	Mississippi Consumer Protection Act Miss. Code Ann. § 75-24-1 <i>et seq.</i> ; Notice of Breach of Security Miss. Code Ann. § 75-24-29
Missouri	Mo. Rev. Stat. § 407.010, <i>et seq.</i> ; Mo. Rev. Stat. § 407.1500
Montana	Montana Unfair Trade Practices and Consumer Protection Act, Mont. Code Ann. §§ 30-14-101 <i>et seq.</i> ; Montana Impediment of Identity Theft Act, Mont. Code Ann. §§ 30-14-1701 <i>et seq.</i>
Nebraska	Consumer Protection Act, Neb. Rev. Stat. § 59-1601 <i>et seq.</i> ; Uniform Deceptive Trade Practices Act, Neb. Rev. Stat. § 87-301 <i>et seq.</i> ; Financial Data Protection and Consumer Notification of Data Security Breach Act of 2006, Neb. Rev. Stat. § 87-801 <i>et seq.</i>
Nevada	Nevada Deceptive Trade Practices Act; Nev. Rev. Stat. §§ 598.0903, <i>et seq.</i> ; Nevada Security of Personal Information Act; Nev. Rev. Stat. §§ 603A.010, <i>et seq.</i>
New Hampshire	NH RSA 358-A; NH RSA 359-C: 19-21
New Jersey	New Jersey Consumer Fraud Act, <u>N.J.S.A.</u> 56:8-1 <i>et seq.</i> ;

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	New Jersey Identity Theft Prevention Act, <u>N.J.S.A. 56:8-161 to -166</u>
New Mexico	The New Mexico Unfair Practices Act, NMSA 1978, §§ 57-12-1 to -26 (1967, as amended through 2009); The New Mexico Data Breach Notification Act, NMSA 1978, §§ 57-12C-1 to -12 (2017)
New York	Executive Law 63(12) and General Business Law 349/350
North Carolina	North Carolina Unfair and Deceptive Trade Practices Act, N.C. Gen. Stat. §§ 75-1.1, <i>et seq.</i> ; North Carolina Identity Theft Protection Act, N.C. Gen. Stat. §§ 75-60, <i>et seq.</i>
North Dakota	Unlawful Sales or Advertising Practices N.D.C.C. § 51-15-01 <i>et seq.</i> ; Notice of Security Breach for Personal Information N.D.C.C. § 51-30-01 <i>et seq.</i>
Ohio	Ohio Consumer Sales Practices Act, Ohio R.C. 1345.01 <i>et seq.</i> ; Ohio Data Breach Notification Act, R.C. 1349.19 <i>et seq.</i>
Oklahoma	Oklahoma Consumer Protection Act, 15 O.S. §§ 751 <i>et seq.</i> ; Security Breach Notification Act, 24 O.S. §§ 161 <i>et seq.</i>
Oregon	Unlawful Trade Practices Act, ORS 646.605 <i>et seq.</i> ; Oregon Consumer Identity Theft Protection Act, ORS 646A.600 <i>et seq.</i>
Pennsylvania	Unfair Trade Practices and Consumer Protection Law, 73 P.S. §§ 201-1 – 201-9.3; Breach of Personal Information Notification Act, 73 P.S. § 2301, <i>et seq.</i>
Rhode Island	Rhode Island Gen. Laws § 6-13.1-1, <i>et seq.</i> ; Rhode Island Gen. Laws § 11-49.3-1, <i>et seq.</i>
South Carolina	South Carolina Unfair Trade Practices Act §§39-5-10 <i>et seq.</i> ; Section 39-1-90
South Dakota	SDCL 37-24; Data Breach Notification SDCL 22-40-19 through 22-40-26
Tennessee	Tennessee Consumer Protection Act of 1977,

Appendix A.

	Tenn. Code Ann. §§ 47-18-101 to -131; Tennessee Identity Theft Deterrence Act of 1999, §§ 47-18-2101 to -2111
Texas	Deceptive Trade Practices – Consumer Protection Act, Tex. Bus. & Com. Code Ann. §§ 17.41-17.63; Identity Theft Enforcement and Protection Act, Tex. Bus. & Com. Code Ann. § 521.001 -152
Utah	Utah Consumer Sales Practices Act, Utah Code §§ 13-11-1, <i>et. seq.</i> ; Utah Protection of Personal Information Act, Utah Code §§ 13-44-101, <i>et. seq.</i>
Vermont	Vermont Consumer Protection Act, 9 V.S.A. §§ 2451 <i>et seq.</i> ; Vermont Security Breach Notice Act, 9 V.S.A. § 2435
Virginia	Breach of Personal Information Notification, Virginia Code § 18.2-186.6
Washington	Consumer Protection Act, RCW 19.86.020; Notice of Security Breaches law, RCW 19.255.010
West Virginia	West Virginia Consumer Credit and Protection Act, W.Va. Code § 46A-1-101 <i>et seq.</i> ; Theft of Consumer Identity Protections, W.Va. Code § 46A-2A-101 <i>et seq.</i>
Wisconsin	Fraudulent Misrepresentations, Wis. Stat. § 100.18; Notice of unauthorized acquisition of personal information, Wis. Stat. § 134.98
Wyoming	Wyoming Consumer Protection Act, Wyo. Stat. Ann. §§ 40-12-101 through -114; Wyo. Stat. Ann. §§ 40-12-501 through -509

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