

IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

SEP 26 2018

STATE OF OKLAHOMA, *ex rel.*, MIKE)
HUNTER, ATTORNEY GENERAL OF)
OKLAHOMA,)

Plaintiff,)

v.)

UBER TECHNOLOGIES, INC.)

Defendant.)

RICK WARREN
COURT CLERK

31 _____

Case No. **CJ-2018-5258**

PETITION

1. COMES NOW Plaintiff, State of Oklahoma (“Plaintiff”), by and through Mike Hunter, Attorney General of the State of Oklahoma, brings this action against Defendant Uber Technologies, Inc. (“Defendant” or “Uber”), for violations of the Oklahoma Consumer Protection Act, 15 O.S. §§ 751 *et seq.* and the Security Breach Notification Act, 24 O.S. §§ 161 *et seq.*

2. The Attorney General brings this action in the public interest to protect public health, safety and welfare pursuant to his authority, powers, and duties under the Oklahoma Consumer Protection Act. *See* 15 O.S. § 756.1. The Attorney General has reason to believe that Defendant has violated and/or are continuing to violate the Oklahoma Consumer Protection Act and the Security Breach Notification Act.

3. Upon information and belief, the State alleges as follows:

JURISDICTION AND VENUE

4. This petition is filed and these proceedings are instituted pursuant to the provisions of the Oklahoma Consumer Protection Act (“OCPA”), 15 O.S. §§ 751 *et seq.*

5. The Attorney General has standing to commence this action pursuant to Section

756.1 of the Oklahoma Consumer Protection Act, 15 O.S. §§ 751 *et seq.*

6. This Court has jurisdiction over Defendant pursuant to 12 O.S. § 2004 because Defendant has transacted business within the State of Oklahoma or has engaged in conduct impacting the State of Oklahoma at all times relevant to this Petition.

7. Venue for this action properly lies in this Court pursuant to 12 O.S. § 133 because Defendant transacts business in Oklahoma County and transactions out of which this action arose occurred, at least in part, in Oklahoma County.

THE PARTIES

8. Plaintiff, the State of Oklahoma, by Mike Hunter, Attorney General of the State of Oklahoma, is charged, *inter alia*, with the enforcement of the OCPA, 15 O.S. §§ 751 *et seq.*

9. Defendant is Uber Technologies, Inc., a Delaware corporation with its principal place of business at 1455 Market Street, San Francisco, California 94103.

10. 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.

COMMERCE

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

BACKGROUND AND STATEMENT OF FACTS

12. Uber’s Privacy Policy recognizes that users trust and rely on it to safeguard their personal information: “When you use Uber, you trust us with your information. We are committed to keeping that trust.” In this regard, the frequently asked questions on Uber’s

Privacy Policy webpage states, “We take the security of your data seriously. Uber uses technical safeguards like encryption, authentication, fraud detection, and secure software development to protect your information. We also have an extensive team of data security and privacy experts working around the clock to prevent theft, fraud, or abuse of your information.”

13. 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.

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

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

16. Among the data the hackers acquired was personal identifiable information pursuant to Section 162 of the Security Breach Notification Act (“SBNA”), 24 O.S. §§ 161 *et seq.*, including the name and driver’s license information pertaining to some Uber drivers.

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

18. In August 2017, Uber named a new CEO, Dara Khosrowshahi.

19. 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.

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

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

VIOLATIONS

22. The State incorporates by reference and re-alleges each allegation set forth above.

23. Uber violated 163 of the Security Breach Notification Act, 24 O.S. §§ 161 *et seq.*,

in that Uber suffered a breach of the security of its system data and failed to notify affected Oklahoma residents in the most expedient time possible and without unreasonable delay.

24. An action under the SBNA carries a civil penalty not to exceed \$150,000.00 per breach of the security of the system or series of breaches of a similar nature that are discovered in a single investigation.

25. A violation of the SBNA may also be enforced in the same manner as an unlawful practice under the OCPA.

26. Additionally, Uber unfairly failed to implement and maintain reasonable security practices to protect the sensitive personal information it maintains for its users and failed to disclose the data breach to affected users. Uber deceived its users by representing that Uber protects the sensitive personal information of its users, when in fact the hackers were able to gain access to some Uber user personal information.

27. All of the acts and practices engaged in and employed by Defendant as alleged herein, therefore constitute unfair or deceptive trade practices affecting the conduct of any trade or commerce in Oklahoma, in violation of the OCPA.

28. Every unfair and deceptive practice engaged in by Uber as alleged herein carries a civil penalty of not more than \$10,000.00 each.

PRAYER FOR RELIEF

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

A. Finding that Uber has violated Section 753 of the OCPA, by engaging in the unlawful acts and practices alleged herein;

B. Finding that Uber has violated Section 163 of the SBNA, by failing to notify affected Oklahoma residents of the breach without unreasonable delay;

C. Preliminarily and permanently enjoining Uber from engaging in the deceptive and unfair acts and practices alleged herein;

D. Ordering Defendants to pay civil penalties of up to \$10,000.00 for each and every violation of the OCPA, 15 O.S. § 761.1(C);

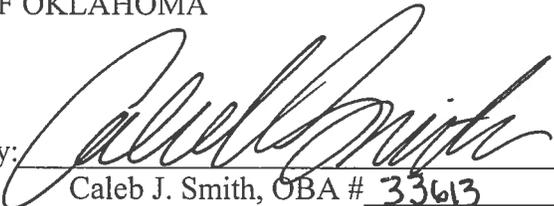
E. Ordering Defendants to pay a civil penalty of up to \$150,000.00 per violation of the SBNA, 24 O.S. § 165(B);

E. Requiring Uber to pay all costs for the prosecution and investigation of this action, as provided by Section 756.1 of the OCPA, 15 O.S. §§ 751 *et seq.*; and

F. Granting Plaintiff such other and further relief as the Court deems equitable and proper.

Dated: 9-26-18

PLAINTIFF STATE OF OKLAHOMA, ex rel.
MIKE HUNTER, ATTORNEY GENERAL
OF OKLAHOMA

By: 
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