

**IN THE STATE COURT OF FULTON COUNTY
STATE OF GEORGIA**

CHRISTOPHER L. JOHNSON)	
)	
Plaintiff,)	
)	Civil Action No:
v.)	
)	
UBER TECHNOLOGIES (GA), INC.,)	JURY TRIAL DEMANDED
and)	
JOHN DOE,)	
)	
Defendants.)	
_____)	

COMPLAINT

COMES NOW Plaintiff, CHRISTOPHER L. JOHNSON, (“Plaintiff”) and files his Complaint, through undersigned counsel, and respectfully shows the Court as follows:

PARTIES AND JURISDICTION

1. Plaintiff is a resident of the State of Georgia. He is subject to the jurisdiction of this Court. Venue is proper.
2. UBER TECHNOLOGIES (GA) INC. (“Uber”) is a Delaware corporation which runs a Transportation Network Company (“TNC”) known as Uber. It provides a number of transportation options and vehicles for users of their service through an online-enabled application (the “App”).
3. Uber has its principal place of business in California. Uber is organized under the laws of the state of Georgia and at all material times, it did business in this state, including in

Fulton County. Its Registered Agent is CT Corporation Systems, Inc., 1201 Peachtree Street NE, Atlanta, GA, 30361.

4. Defendant JOHN DOE is an adult male who at all times relevant to this Complaint was employed by Defendant Uber as a driver. Defendant John Doe's identity and domicile are currently unknown. Once identified, Plaintiff will substitute John Doe's correct name in the style of this case and will serve him as provide by Georgia law.
5. Jurisdiction and venue are proper in this court.

FACTS

6. Launched in San Francisco in June 2010, Uber operates as a "transportation network company" throughout the world. Uber connects drivers and riders through a downloadable smartphone application called "Uber." Individuals who have downloaded the App use it to make transportation requests. They are then matched with an Uber driver who picks them up and drives them to their destinations. App users must pay for the ride through the App with a credit card. Uber pays the driver a share of the fair collected and retains the remainder.
7. Uber employs its drivers in the U.S. in traditional at-will relationships, in which the company has the discretion to fire its drivers for any reason at any time.
8. In order to become a driver for Uber, individuals apply through Uber's website. The application process is entirely online and involved filling out a few short forms and uploading photos of a driver's license, vehicle registration, and proof of insurance.
9. Upon information and belief, at no point does any Uber employee verify that the person applying to be the driver is uploading his or her own personal documents.

10. At the time of the events underlying this Complaint, Uber did not perform stringent background checks on its drivers and did not adequately check the criminal backgrounds of its drivers. Yet, Uber then entrusts these drivers with the lives and well-being of the App users, despite knowing the reality that job applicants frequently submit false information to their employers. Moreover, if a driver commits a crime after being hired, Uber is not notified of such crime.
11. At the time of the events underlying this Complaint, drivers were not charged a fee by Uber to apply to become employees.
12. At the time of the events underlying this Complaint, Drivers were not charged a fee to download the App to receive notifications of rides mediated by Uber.
13. At the time of the events underlying this Complaint, fare prices for rides were set exclusively by Uber executives. Drivers have no input on fares charged to customers. Drivers are not permitted to negotiate with customers on fares charged. However, Uber can and does modify charges to customers if the company determines that a driver has taken a roundabout route to the destination.
14. Uber takes a fee ranging between twenty percent (20%) and thirty percent (30%) of every ride charged to a customer.
15. At the time of the events underlying this Complaint, Uber controlled its drivers' contacts with its customer base, and considered its customer list to be proprietary information. As a result, drivers are not permitted to answer rider inquires about future bookings outside of the App.
16. At the time of the events underlying this Complaint, Uber retained the right to terminate drivers with or without cause.

17. At the time of the events underlying this Complaint, Uber required its drivers to accept all ride requests when the drivers are logged into the App. Drivers who reject too many ride requests risk facing discipline, including suspension or termination.
18. At the time of the events underlying this Complaint, Uber attempted to impose a level of uniformity in connection with the conduct of its drivers while they are transporting rides. Uber mandated that its drivers, *inter alia*: dressed professionally; sent the customer who had ordered a ride a text message when the driver was 1-2 minutes away from the pickup location; keep their radios either off or on “soft jazz or NPR;” open the door for the customer; and pick up the customer on the side of the street where the customer is standing.
19. Customers give feedback on rides they have taken and rate drivers on a scale from 1-5 stars. At the time of the events underlying this Complaint, these ratings were used by Uber to discipline and terminate drivers.
20. Therefore, at the time of the events underlying this Complaint, Uber drivers were employees of Uber rather than independent contractors.
21. At the time of the events underlying this Complaint, Defendant John Doe was employed by Defendant Uber as a driver.
22. On March 7, 2015, Plaintiff and a friend of his, Maha Amircani, were leaving Park Tavern, an establishment in Atlanta located at 500 10th St NE, Atlanta, Georgia. Ms. Amircani requested an Uber ride through her App for herself and Plaintiff.
23. The Uber driver picked Plaintiff and Ms. Amircani up at the corner of 10th street and Monroe Drive. Upon entering the vehicle, John Doe asked Plaintiff and Ms. Amircani for

- the address to their destination. Plaintiff informed John Doe that he would direct him to the destination and asked John Doe to catch the green light and begin driving.
24. John Doe then became angry and stated that he would not begin driving until Plaintiff gave him an address, though doing so was not required by Uber or otherwise.
 25. John Doe then began a verbal altercation with Plaintiff and demanded that Plaintiff and Ms. Amircani exit the vehicle. Plaintiff and Ms. Amircani immediately complied and exited the vehicle from the passenger side onto the sidewalk on Monroe Drive.
 26. John Doe then exited the vehicle and yelled to Plaintiff and Ms. Amircani, who had exited the vehicle and were standing approximately 2 yards from the vehicle, that he had a gun in the car and was not afraid to use it.
 27. Plaintiff then asked John Doe whether he planned to shoot Plaintiff and Ms. Amircani in broad daylight. John Doe then walked around his vehicle, which was parked in the street and obstructing traffic, and punched Plaintiff in the mouth, knocking him to the ground and splitting his lip open.
 28. John Doe then walked up to Ms. Amircani threatened to do the same to her. While threatening Ms. Amircani, John Doe pushed her in the forehead with his index finger. He then walked back to his car and sped off.
 29. Ms. Amircani immediately called 911 and reported the incident to the Atlanta Police Department, who came to the scene and took a written statement from Plaintiff.
 30. Plaintiff suffered a severe cut to his lip, requiring several stitches. His injuries took more than a month and a half to heal. He was left with a scar on his lip.
 31. As the Uber ride was ordered on her account, Ms. Amircani reported the incident to Uber. Rather than accept any kind of responsibility or apologize for the incident, Uber

attempted to shift blame to Plaintiff and Ms. Amircani, falsely accusing them of stealing something out of the driver's vehicle, and thus causing him to assault them. Uber then blocked Ms. Amircani's account.

32. Following the incident, Plaintiff and Ms. Amircani were contacted by the Atlanta Police Department to conduct a photo lineup and identify John Doe.
33. Plaintiff and Ms. Amircani were separately shown several photos of men matching John Doe's description. Both Plaintiff and Ms. Amircani correctly identified the photo of John Doe. They were then informed by the police officer conducting the photo lineups that John Doe had a criminal record.

COUNT 1
NEGLIGENT HIRING AND NEGLIGENT RETENTION

34. Plaintiff re-alleges the preceding paragraphs as though fully restated herein.
35. Uber owed Plaintiff and the general public a duty of reasonable care in the hiring, training, and supervision of its drivers.
36. Uber breached that duty of care in the hiring and/or retention of John Doe, who was unfit to be a provider of transportation and who was not adequately trained or supervised in his driving and conduct with customers.
37. Uber knew or in the exercise of ordinary care should have known, of John Doe's propensity to engage in the type of conduct that caused Plaintiff's injury. Prior to hiring him as a driver, Uber did not adequately screen John Doe to ensure that he did not have a criminal history or propensity toward violent actions, such as the actions he took against Plaintiff.

38. A “common carrier” is a person who undertakes to carry, and holds himself/herself out as ready to receive for carriage, goods for hire which the person is accustomed to carry or passengers for hire without discrimination as long as there is room. O.C.G.A. 46-1-1(1). Uber is therefore a common carrier.
39. Alternatively, as a common carrier, Uber must exercise *extraordinary* care to protect the lives and persons of its passengers. Uber failed to exercise extraordinary care in hiring and retaining John Doe as a driver.
40. As a direct and proximate cause of Uber’s negligence in hiring and retaining John Doe as a driver, Plaintiff sustained a serious injury.

COUNT 2
BATTERY

41. Plaintiff re-alleges the preceding paragraphs as though fully restated herein.
42. John Doe committed the tort of battery against Plaintiff when he intentionally punched Plaintiff in the mouth, causing Plaintiff visible bodily harm.
43. Uber is liable for the actions of its agents and employees directly and under the doctrine of respondeat superior. Uber controlled and directed when and where John Doe drove passengers via its App, compensated John Doe for his work, required him to dress professionally, and directed many of his actions with regards to driving and his interactions with riders.
44. John Doe was acting within the scope of his employment with Uber when he battered Plaintiff.
45. The only reason John Doe had any interaction with Plaintiff was by virtue of his employment with Uber.

46. Because John Doe was acting within the scope of his employment with Uber at the time of the battery, Uber is liable to Plaintiffs for the tort of battery committed by John Doe.
47. As a common carrier, Uber must exercise *extraordinary* care to protect the lives and persons of its passengers. Uber failed to exercise extraordinary care in hiring and retaining John Doe as a driver.
48. As a common carrier, Uber is vicariously liable for the actions of John Doe.
49. As a direct and proximate cause of the aforementioned conduct, Plaintiff has suffered a serious injury and incurred medical expenses and other economic damages.

COUNT 3
ASSAULT

50. Plaintiff re-alleges the preceding paragraphs as though fully restated herein.
51. John Doe committed the tort of assault against Plaintiff when he threatened Plaintiff with a gun and intentionally punched Plaintiff in the mouth, causing Plaintiff reasonable apprehension of immediately receiving a violent injury..
52. Uber is liable for the actions of its agents and employees directly and under the doctrine of respondeat superior. Uber controlled and directed when and where John Doe drove passengers via its App, compensated John Doe for his work, required him to dress professionally, and directed many of his actions with regards to driving and his interactions with riders.
53. As a common carrier, Uber must exercise *extraordinary* care to protect the lives and persons of its passengers. Uber failed to exercise extraordinary care in hiring and retaining John Doe as a driver. As a common carrier, Uber is vicariously liable for the actions of John Doe.

54. John Doe was acting within the scope of his employment with Uber when he assaulted Plaintiff.
55. The only reason John Doe had any interaction with Plaintiff was by virtue of his employment with Uber.
56. Because John Doe was acting within the scope of his employment with Uber at the time of the battery, Uber is liable to Plaintiffs for the tort of battery committed by John Doe.
57. As a direct and proximate cause of the aforementioned conduct, Plaintiff has suffered a serious injury and incurred medical expenses and other economic damages.

COUNT 5
ATTORNEY'S FEES AND COSTS

58. Plaintiff re-alleges the preceding paragraphs as though fully restated herein.
59. Defendants have been stubbornly litigious, have acted in bad faith, and have caused Plaintiff unnecessary trouble and expense.
60. Accordingly, Plaintiff is entitled to recover expenses of litigation, pursuant to O.C.G.A. § 13-6-11.

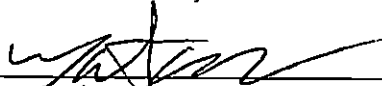
WHEREFORE, Plaintiff prays that this Court grant judgment against Defendants as follows:

- a) Provide a trial by jury;
- b) Find the Defendants' actions were the cause of Plaintiff's damages;
- c) Award Plaintiff damages including cost of medical treatment of injuries, pain and suffering incurred by Plaintiff in an amount to be proven before this Court at hearing or trial;

- d) Award all reasonable attorney's fees, court costs and litigation expenses Plaintiff has suffered as a result of Defendants forcing this litigation;
- e) Award punitive damages against Defendants' in accordance with O.C.G.A. § 51-12-5.1;
- f) Award any other relief as the Court may deem just and proper in the circumstances.

Respectfully submitted this 3rd day of March, 2017.

AMIRCANI LAW, LLC

By: 
Maha Amircani
State Bar Number 184261
Attorney for Plaintiff

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STATE OF GEORGIA**

CHRISTOPHER L. JOHNSON)
)
 Plaintiff,)
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 v.)
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 UBER TECHNOLOGIES (GA), INC.,)
 and)
 JOHN DOE,)
)
 Defendants.)

Civil Action No:

JURY TRIAL DEMANDED

SUMMONS

TO UBER TECHNOLOGIES (GA), INC.:

You are hereby summoned and required to file with the Clerk of Said Court and serve upon the Plaintiff's attorney, whose name and address is:

Maha Amircani
Amircani Law, LLC
P.O. Box 950132
Atlanta, GA 30377

an answer to the Complaint that is herewith served upon you, within thirty days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the Complaint.

This _____ day of _____, 2017.

Clerk of Fulton State Court

By: _____
Deputy Clerk