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**STATE OF WASHINGTON
KING COUNTY SUPERIOR COURT**

STATE OF WASHINGTON,

Plaintiff,

v.

UBER TECHNOLOGIES, INC.

Respondent.

NO. _____

ASSURANCE OF
DISCONTINUANCE

The State of Washington (the "State"), by and through its attorneys, Robert W. Ferguson, Attorney General, and Andrea M. Alegrett, Assistant Attorney General, files this Assurance of Discontinuance pursuant to RCW 19.86.100.

I. INVESTIGATION

1.1 The Attorney General initiated an investigation into the business practices of Uber Technologies, Inc. ("Respondent") regarding its practices associated with the sending of commercial text messages to Washington consumers.

1.2 Respondent is a Delaware corporation with its principal place of business in San Francisco, California. Respondent is registered with the Washington Secretary of State.

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II. ASSURANCE OF DISCONTINUANCE

2.1 The Attorney General deems the following to constitute unfair or deceptive acts or practices, and unfair methods of competition, in violation of the Consumer Protection Act, chapter 19.86 RCW, the Telephone Consumer Protection Act (TCPA), and the Commercial Electronic Mail Act (RCW 19.190):

- a. Failing to make opt-out instructions reasonably available for text messages sent to Washington consumers; and
- b. Failing to obtain express consent prior to sending text messages to Washington consumers.

2.2 Respondent or its successors agree to not engage in the unfair or deceptive acts or practices identified above.

2.3 Respondent also agrees to take or maintain the following measures set forth in 2.3 (a) through (h) or to employ other technology or procedures that it reasonably concludes are at least as effective to ensure compliance with the Consumer Protection Act (CPA), RCW 19.86, the Telephone Consumer Protection Act (TCPA), 47 U.S.C. § 227, and the Commercial Electronic Mail Act (CEMA), RCW 19.190):

- a. Respondent will maintain SMS practices that require consent prior to the sending of any SMS messages to Washington consumers and drivers, and it will maintain policies and practices related to how consent will be obtained.
- b. Respondent will maintain SMS opt-out policies and practices, such as a robust opt-out technology and opt-out channels.
- c. Respondent will maintain opt out instructions in all driver referral SMS messages sent through Uber's servers.
- d. For consumers that sign up to be drivers, Respondent will maintain opt-out instructions in its first SMS communication sent and if the line is unmonitored, include an

1 auto-response message with opt-out instructions when a prospective driver responds to any
2 prospective driver SMS message.

3 e. Respondent will continue to make instructions available to consumers,
4 including drivers, on its website that explain how to opt out of receiving future text messages
5 from Uber.

6 f. Respondent will continue to require inviters to obtain consumer consent
7 before sending a referral SMS message to consumers through Uber's servers.

8 g. Respondent will take reasonable efforts to prevent driver partners from
9 sending more than one SMS referral message from their account to a consumer through the
10 web referral portal.

11 h. Respondent will monitor its efforts to ensure they are in compliance
12 with the Assurance of Discontinuance and it will continue to monitor its efforts to ensure they
13 are in compliance with the listed statutes.

14 **III. PAYMENT PROVISIONS**

15 3.1 Washington shall recover and Respondent shall pay Washington the amount of
16 \$40,000.00 under this Assurance of Discontinuance. The Attorney General shall use the funds
17 for recovery of the costs and attorneys' fees incurred in investigating this matter, future
18 monitoring and enforcement of this Assurance of Discontinuance, future enforcement of RCW
19 19.86, or for any lawful purpose in the discharge of the Attorney General's duties at the sole
20 discretion of the Attorney General. In no event shall the funds paid pursuant to this section be
21 deemed a civil penalty.

22 3.2 Respondent shall make payment within 30 days of the filing of this Assurance
23 of Discontinuance. All payments to the State must be in the form of a check payable to
24 "Attorney General – State of Washington." Payment must be mailed or delivered to the Office
25 of the Attorney General, Consumer Protection Division, 800 Fifth Avenue, Suite 2000, Seattle,
26

1 Washington, 98104-3188, Attention: Cynthia Lockridge, unless otherwise agreed to in writing
2 by the State.

3 **IV. OTHER PROVISIONS**

4 4.1 The State and Respondent agree that this Assurance of Discontinuance does not
5 constitute evidence or an admission regarding the existence or non-existence of any issue, fact,
6 or violation of any law alleged by the State. Respondent, by entering into this Consent Decree,
7 does not admit the claims contained herein. However, proof of failure to comply with this
8 Assurance of Discontinuance shall be prima facie evidence of violations of RCW 19.86.020,
9 thereby placing upon the violator the burden of defending against imposition by the Court of
10 injunctions, restitution, costs and reasonable attorney's fees, and civil penalties of up to \$2,000
11 per violation, to the extent any such remedies are otherwise legally applicable.

12 4.2 Under no circumstances may this Assurance of Discontinuance or the name of
13 the State of Washington, the Office of the Attorney General, or any of its employees or
14 representatives be used by the Respondent or by its officers, employees, representatives, or
15 agents in conjunction with any business activity of Respondent.

16 4.3 This Assurance of Discontinuance is binding on the Respondent and its
17 respective assigns, officers, directors, principals, and all other persons acting in concert or
18 participating with Respondent in conducting Respondent's business.

19 4.4 Nothing in this Assurance of Discontinuance may be construed so as to limit or
20 bar any other person or entity from pursuing any legal remedies against Respondent.

21 This agreement does not release, waive, or alter any legal remedies, claims, or rights
22 that consumers may have against Respondent or Respondent's agents.

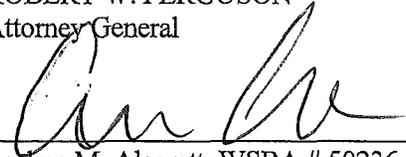
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Approved on this _____ day of _____, 2017.

JUDGE/COURT COMMISSIONER

Presented By:
ROBERT W. FERGUSON
Attorney General



Andrea M. Alegrett, WSBA # 50236
Assistant Attorney General
Attorneys for State of Washington

Agreed to, Approved for Entry, Notice of
Presentation Waived:

DAVIS WRIGHT TREMAINE, LLP



Jeffrey B. Coopersmith, WSBA #30954
James E. Howard, WSBA #37259
Attorneys for UBER Technologies, Inc.