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UBER TECHNOLOGIES, INC.

**ELECTRONICALLY  
FILED**  
*Superior Court of California,  
County of San Francisco*  
**07/07/2016**  
**Clerk of the Court**  
BY: DAVID YUEN  
**Deputy Clerk**

8 SUPERIOR COURT OF CALIFORNIA  
9 COUNTY OF SAN FRANCISCO

10 SAMUEL WARD SPANGENBERG, an  
individual, on behalf of himself and all  
11 others similarly situated,

12 Plaintiff,

13 v.

14 UBER TECHNOLOGIES, INC. and  
DOES 1-50, inclusive,

15 Defendants.  
16

Case No. CGC-16-552156

**DEFENDANT'S ANSWER TO  
PLAINTIFF'S COMPLAINT**

Complaint Filed: May 20, 2016

1 Defendant UBER TECHNOLOGIES, INC. (“Defendant”) hereby answers Plaintiff  
2 SAMUEL WARD SPANGENBERG’s (“Plaintiff”) Complaint as follows:

3 **GENERAL DENIAL**

4 Pursuant to C.C.P. § 431.30(d), Defendant generally denies each and every allegation  
5 contained in Plaintiff’s Complaint (“Complaint”) and further specifically denies that Plaintiff has  
6 been damaged in any respect or in any amount as a result of any act or omission of Defendant.

7 **AFFIRMATIVE DEFENSES**

8 Defendant further asserts the following affirmative defenses to the Complaint and  
9 each claim therein. By asserting the defenses, Defendant does not concede that it has the burden of  
10 production or proof as to any affirmative defense asserted below.

11 **FIRST AFFIRMATIVE DEFENSE**

12 As a separate and distinct affirmative defense, Defendant alleges that Plaintiff’s  
13 claims are barred, in whole or in part, on the grounds that there exists a written agreement between  
14 Plaintiff and Defendant to submit any and all employment-related claims to final and binding  
15 arbitration, and therefore, pursuant to the Federal Arbitration Act and/or the California Arbitration  
16 Act, this Court lacks jurisdiction as the forum for the resolution of the claims alleged in the  
17 Complaint.

18 **SECOND AFFIRMATIVE DEFENSE**

19 As a separate and distinct affirmative defense, Defendant alleges that the Complaint,  
20 and each and every alleged cause of action therein, fails to state facts sufficient to constitute a cause  
21 of action upon which relief can be granted.

22 **THIRD AFFIRMATIVE DEFENSE**

23 As a separate and distinct affirmative defense, Defendant alleges that Plaintiff lacks  
24 standing to recover the relief sought under the Private Attorney General Act (“PAGA”).

25 **FOURTH AFFIRMATIVE DEFENSE**

26 As a separate and distinct affirmative defense, Defendant alleges that the claims  
27 asserted by Plaintiff are not appropriate for resolution on a collective or representative basis under  
28 PAGA.

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**FIFTH AFFIRMATIVE DEFENSE**

As a separate and distinct affirmative defense, Defendant alleges that Plaintiff is not an adequate representative to bring claims for resolution on a collective or representative basis under PAGA.

**SIXTH AFFIRMATIVE DEFENSE**

As a separate and distinct affirmative defense, Defendant alleges that Plaintiff and/or the employees whom he seeks to represent are not "aggrieved" employees as required under PAGA.

**SEVENTH AFFIRMATIVE DEFENSE**

As a separate and distinct affirmative defense, Defendant alleges that Plaintiff failed to timely, adequately and properly exhaust the administrative prerequisites required to pursue some or all of the claims alleged, including but not limited to the requirements of California Labor Code section 2699.3.

**EIGHTH AFFIRMATIVE DEFENSE**

As a separate and distinct affirmative defense, prosecution of a representative action and/or a claim for penalties under PAGA, under the facts and circumstances of this case, would constitute a denial of Defendant's due process rights, both substantive and procedural, in violation of the Constitution of the State of California and the Constitution of the United States, including the Fourteenth Amendment.

**NINTH AFFIRMATIVE DEFENSE**

As a separate and distinct affirmative defense, Plaintiff's claims are barred, in whole or in part, because Plaintiff is not entitled to equitable relief insofar as he has adequate remedies at law.

**TENTH AFFIRMATIVE DEFENSE**

As a separate and distinct affirmative defense, Plaintiff's claims are subject to the doctrine of after-acquired evidence and as such, any remedy or recovery to which he may be entitled must be denied or reduced accordingly.

**ELEVENTH AFFIRMATIVE DEFENSE**

As a separate and distinct affirmative defense, Defendant alleges that Plaintiff's

1 claims are barred, in whole or in part, by the equitable doctrines of estoppel, unclean hands, laches,  
2 consent, and/or waiver.

3 **TWELFTH AFFIRMATIVE DEFENSE**

4 As a separate and distinct affirmative defense, Defendant alleges that Plaintiff would  
5 be unjustly enriched if allowed to recover on the Complaint.

6 **THIRTEENTH AFFIRMATIVE DEFENSE**

7 As a separate and distinct affirmative defense, Defendant alleges that Plaintiff has  
8 failed to take reasonable steps to mitigate his alleged damages, and that any right of recovery must  
9 be reduced accordingly.

10 **FOURTEENTH AFFIRMATIVE DEFENSE**

11 As a separate and distinct affirmative defense, Defendant alleges that Plaintiff's  
12 claims are barred, in whole or in part, by the doctrine of avoidable consequences.

13 **FIFTEENTH AFFIRMATIVE DEFENSE**

14 As a separate and distinct affirmative defense, Defendant alleges that any monies  
15 owed to Plaintiff have been paid in full and any obligations it may have owed to Plaintiff have been  
16 paid or otherwise satisfied in full.

17 **SIXTEENTH AFFIRMATIVE DEFENSE**

18 As a separate and distinct affirmative defense, to the extent Plaintiff is seeking an  
19 award of punitive or exemplary damages, an award of such damages to Plaintiff would violate the  
20 constitutional rights of Defendant under the provisions of the United States and California  
21 Constitutions, including but not limited to the Due Process Clause of the Fifth and Fourteenth  
22 Amendments to the United States Constitution and Article I, Section 7 of the California Constitution  
23 because, among other things, (1) an award of punitive or exemplary damages would be grossly out  
24 of proportion to the alleged wrongful conduct and purported injury at issue here; (2) the alleged  
25 wrongful conduct at issue here is not sufficiently reprehensible to warrant the imposition of any  
26 punitive or exemplary damages; and (3) the criteria for the imposition of punitive or exemplary  
27 damages are unconstitutionally vague and uncertain and fail to provide fair notice of what conduct  
28 will result in the imposition of such damages.

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**SEVENTEENTH AFFIRMATIVE DEFENSE**

As a separate and distinct affirmative defense, Plaintiff's claims for defamation are barred, in whole or in part, because any or all of the statements complained of, if made by Defendant (which Defendant denies), were true or were reasonably believed to be true at the time they were communicated.

**EIGHTEENTH AFFIRMATIVE DEFENSE**

As a separate and distinct affirmative defense, Defendant alleges that Plaintiff's claims for defamation are barred, in whole or in part, due to the absence of any unlawful publication.

**NINETEENTH AFFIRMATIVE DEFENSE**

As a separate and distinct affirmative defense, Plaintiff's claims for defamation are barred, in whole or in part, because any or all of the statements complained of, if made by Defendant (which Defendant denies), were privileged and/or protected by the right of free speech and expression contained in Article I, Section 2 of the Constitution of the State of California and the First Amendment of the United States Constitution.

**TWENTIETH AFFIRMATIVE DEFENSE**

As a separate and distinct affirmative defense, all actions taken by Defendant or anyone acting on its behalf were just, fair, privileged, with good cause, in good faith, and without malice.

**TWENTY-FIRST AFFIRMATIVE DEFENSE**

As a separate and distinct affirmative defense, Defendant alleges that it acted reasonably and in good faith at all times based on all relevant facts and circumstances known at the time and that all actions taken with regard to Plaintiff were taken for legitimate, good faith, non-discriminatory and non-retaliatory business reasons.

**TWENTY-SECOND AFFIRMATIVE DEFENSE**

As a separate and distinct affirmative defense, Plaintiff's claims are barred, in whole or in part, because Plaintiff's employment with Defendant was at all times at-will.

**TWENTY-THIRD AFFIRMATIVE DEFENSE**

As a separate and distinct affirmative defense, Defendant alleges, without admitting

1 to the existence of any duties or obligations as alleged in the Complaint, that Plaintiff's cause of  
2 action for breach of contract cannot be maintained against Defendant because Plaintiff has not  
3 established the existence of a contract.

4 **TWENTY-FOURTH AFFIRMATIVE DEFENSE**

5 As a separate and distinct affirmative defense, Defendant alleges, without admitting  
6 to the existence of any duties or obligations as alleged in the Complaint, that Plaintiff's claims, in  
7 whole or in part, are barred because any alleged contract is so vague and uncertain that such  
8 contract, if any, is void, voidable and/or unenforceable.

9 **TWENTY-FIFTH AFFIRMATIVE DEFENSE**

10 As a separate and distinct affirmative defense, Defendant alleges, without admitting  
11 to the existence of any duties or obligations as alleged in the Complaint, that Plaintiff's cause of  
12 action for breach of contract is barred because the alleged contract fails for mutual mistake of  
13 material fact and/or for lack of mutual assent.

14 **TWENTY-SIXTH AFFIRMATIVE DEFENSE**

15 As a separate and distinct affirmative defense, Defendant alleges, without admitting  
16 to the existence of any duties or obligations as alleged in the Complaint, that any duty or obligation,  
17 contractual or otherwise, which Plaintiff claims is owed by Defendant has been fully performed,  
18 satisfied, excused, or discharged.

19 **TWENTY-SEVENTH AFFIRMATIVE DEFENSE**

20 As a separate and distinct affirmative defense, and without admitting that Defendant  
21 engaged in any of the acts or omissions attributed to Defendant in the Complaint, Plaintiff's claims  
22 are barred, in whole or in part, because Plaintiff's employment was not terminated in violation of  
23 any fundamental, well-established public policy embodied in law or statute.

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**TWENTY-EIGHTH AFFIRMATIVE DEFENSE**

As a separate and distinct affirmative defense, and without admitting that Defendant engaged in any of the acts or omissions attributed to Defendant in the Complaint, Plaintiff's claims are barred to the extent they seek to recover punitive damages against Defendant because Defendant had suitable anti-retaliation and anti-discrimination and other related policies in effect at all times relevant to the allegations in the Complaint.

**TWENTY-NINTH AFFIRMATIVE DEFENSE**

As a separate and distinct affirmative defense, and without admitting that Defendant engaged in any of the acts or omissions attributed to Defendant in the Complaint, Plaintiff is not entitled to an award of prejudgment interest if he prevails on any or all of his claims as the damages claimed are not sufficiently certain to allow an award of prejudgment interest.

**THIRTIETH AFFIRMATIVE DEFENSE**

As a separate and distinct affirmative defense, Defendant alleges that Plaintiff's claims are barred, in whole or in part, by the exclusive remedy provisions of the California Workers' Compensation Act, Labor Code section 3200 et seq.

**THIRTY-FIRST AFFIRMATIVE DEFENSE**

As a separate and distinct affirmative defense, Defendant alleges that any injuries and damages alleged in the Complaint were caused by and/or were contributed to by Plaintiff's own acts or failure to act and that Plaintiff's recovery, if any, should be reduced by an amount proportionate to the amount by which said acts caused or contributed to said alleged injuries or damages.

**THIRTY-SECOND AFFIRMATIVE DEFENSE**

As a separate and distinct affirmative defense, Defendant alleges that any award to Plaintiff must be offset by all sums heretofore received by Plaintiff from any source, including but not limited to, unemployment insurance, private insurance, state disability insurance, Social Security disability payments, workers' compensation payments, settlements, and any sums earned by Plaintiff in other employment.

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**THIRTY-THIRD AFFIRMATIVE DEFENSE**

As a separate and distinct affirmative defense, Defendant alleges that its business practices were not “unfair,” “unlawful,” or “deceptive” within the meaning of California Business and Professions Code sections 17200 et seq.

**THIRTY-FOURTH AFFIRMATIVE DEFENSE**

As a separate and distinct affirmative defense, Defendant alleges the Complaint fails to state facts sufficient to constitute a claim for which attorneys’ fees and costs may be granted to Plaintiff.

**RESERVATION OF ADDITIONAL DEFENSES**


Defendant presently has insufficient knowledge or information upon which to form a belief as to whether there may be additional, as yet unstated, defenses and reserves the right to assert additional defenses or affirmative defenses in the event discovery indicates such defenses are appropriate.

**PRAYER FOR RELIEF**

WHEREFORE, Defendant prays for relief as follows:

1. That Plaintiff and/or any allegedly similarly situated individuals take nothing by way of the Complaint;
2. That Plaintiff’s Complaint be dismissed in its entirety with prejudice;
3. That judgment be entered against Plaintiff and in favor of Defendant on all of Plaintiff’s causes of action;
4. That Defendant be awarded its costs of suit and attorneys’ fees incurred in this action, as provided by law and/or contract; and
5. For such other and further relief as the Court deems fair and just.

Dated: July 7, 2016

  
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 LISA K. HORGAN  
 LITTLER MENDELSON, P.C.  
 Attorneys for Defendant  
 UBER TECHNOLOGIES, INC.

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