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8 Counsel for Plaintiff

9 **UNITED STATES DISTRICT COURT**
10 **NORTHERN DISTRICT OF CALIFORNIA**

11 _____, Individually and on behalf of all
12 others similarly situated,

13 Plaintiff,

14 v.

15 UBER TECHNOLOGIES, INC., DARA
16 KHOSROSHAH, NELSON CHAI, GLEN
17 CEREMONY, RONALD SUGAR, URSULA
18 BURNS, GARRETT CAMP, MATT COHLER,
19 RYAN GRAVES, ARIANNA HUFFINGTON,
20 TRAVIS KALANICK, WAN LING
21 MARTELLO, H.E. YASIR AL-RUMAYYAN,
22 JOHN THAIN, DAVID TRUJILLO, MORGAN
23 STANLEY & CO. LLC, GOLDMAN SACHS
24 & CO. LLC, MERRILL LYNCH, PIERCE,
25 FENNER & SMITH INCORPORATED,
26 BARCLAYS CAPITAL MARKETS, LLC,
27 SUNTRUST ROBINSON HUMPHREY, INC.,
28 DEUTSCHE BANK SECURITIES INC., HSBC
SECURITIES (USA) INC., SMBC NIKKO
SECURITIES AMERICA, INC., MIZUHO
SECURITIES USA LLC, NEEDHAM &
COMPANY, LLC, LOOP CAPITAL
MARKETS LLC, SIEBERT CISNEROS
SHANK & CO., L.L.C., ACADEMY
SECURITIES, INC., BTIG, LLC,
CANACCORD GENUITY LLC, CASTLEOAK
SECURITIES, L.P.,

(Additional Defendants on Next Page)

Case No:

**CLASS ACTION COMPLAINT FOR
VIOLATIONS OF THE FEDERAL
SECURITIES LAWS**

JURY TRIAL DEMANDED

1 COWEN AND COMPANY, LLC,
2 MACQUARIE CAPITAL (USA) INC.,
3 MISCHLER FINANCIAL GROUP, INC.,
4 OPPENHEIMER & CO. INC., RAYMOND
5 JAMES & ASSOCIATES, INC., WILLIAM
6 BLAIR & COMPNY, L.L.C., THE WILLIAMS
7 CAPITAL GROUP, L.P., AND TPG CAPITAL
8 BD, LLC,

9 Defendants.

10 Plaintiff _____ (“Plaintiff”), individually and on behalf of all other persons
11 similarly situated, by Plaintiff’s undersigned attorney, alleges the following based upon personal
12 knowledge as to Plaintiff and Plaintiff’s own acts, and upon information and belief as to all other
13 matters based on the investigation conducted by and through Plaintiff’s attorneys, which included,
14 among other things, a review of U.S. Securities and Exchange Commission (“SEC”) filings by Uber
15 Technologies, Inc. (“Uber” or the “Company”), as well as media and analyst reports about the
16 Company and Company press releases. Plaintiff believes that substantial additional evidentiary
17 support will exist for the allegations set forth herein.

18 **NATURE OF THE ACTION**

19 1. This is a federal securities class action on behalf of a class consisting of all persons
20 and entities other than Defendants who purchased or otherwise acquired Uber securities pursuant
21 and/or traceable to Uber’s Registration Statement (defined below) issued in connection with Uber’s
22 May 10, 2019 initial public stock offering (the “IPO” or “Offering”), seeking to recover
23 compensable damages caused by Defendants’ violations of the Securities Act of 1933 (the
24 “Securities Act”).

25 2. In May 2019, Defendants held the IPO, issuing approximately 180 million shares of
26 common stock to the investing public at \$45.00 per share, pursuant to the Registration Statement.

27 3. By the commencement of this action, Uber’s shares trade significantly below its IPO
28 price. As a result, investors were damaged.

29 **JURISDICTION AND VENUE**

30 4. The claims alleged herein arise under and pursuant to Sections 11, 12(a)(2) and 15 of
31 the Securities Act, 15 U.S.C. §§77k, 771(a)(2) and 77o.

1 14. At the time of the Offering, Defendant Ursula Burns ("Burns") was serving as a
2 director on the Board. Defendant Burns participated in the preparation of and signed the
3 Registration Statement.

4 15. At the time of the Offering, Defendant Garrett Camp ("Camp"), a co-founder of the
5 Company, was serving as a director on the Board. Defendant Camp participated in the
6 preparation of and signed the Registration Statement.

7 16. At the time of the Offering, Defendant Matt Cohler ("Cohler") was serving as a
8 director on the Board. Defendant Cohler participated in the preparation of and signed the
9 Registration Statement.

10 17. At the time of the Offering, Defendant Ryan Graves ("Graves") was serving as a
11 director on the Board. Defendant Graves participated in the preparation of and signed the
12 Registration Statement

13 18. At the time of the Offering, Defendant Arianna Huffington ("Huffington") was
14 serving as a director of the Board. Defendant Huffington participated in the preparation of and
15 signed the Registration Statement

16 19. At the time of the Offering, Defendant Travis Kalanick ("Kalanick"), a co-founder
17 of the Company, was serving as a director of the Board. Defendant Kalanick participated in the
18 preparation of and signed the Registration Statement

19 20. At the time of the Offering, Defendant Wan Ling Martello ("Martello") was
20 serving as a director of the Board. Defendant Martello participated in the preparation of and signed
21 the Registration Statement

22 21. At the time of the Offering, Defendant H.E. Yasir Al-Rumayyan ("Al-Rumayyan")
23 was serving as a director of the Board. Defendant Al-Rumayyan participated in the preparation of
24 and signed the Registration Statement

25 22. At the time of the Offering, Defendant John Thain ("Thain") was serving as a
26 director of the Board. Defendant Thain participated in the preparation of and signed the Registration
27 Statement.

28 23. At the time of the Offering, Defendant David Trujillo ("Trujillo") was serving as a
director of the Board. Defendant Trujillo participated in the preparation of and signed the
Registration Statement.

1 24. The Defendants named in ¶¶10-23 are referred to herein as the “Individual
2 Defendants.” The Individual Defendants each signed the Registration Statement, solicited the
3 investing public to purchase securities issued pursuant thereto, hired and assisted the underwriters,
4 planned and contributed to the IPO and Registration Statement, and attended road shows and other
5 promotions to meet with and present favorable information to potential Uber investors, all
6 motivated by their own and the Company’s financial interests.

7 25. The following underwriters were also instrumental in soliciting and making
8 the stock offered in the IPO available to the investing public:

9 26. Defendant Morgan Stanley & Co. LLC ("Morgan Stanley") was an
10 underwriter of the Company's Offering, serving as a financial advisor for and assisting in
11 the preparation and dissemination of the Company's false and misleading Offering
12 Documents. Morgan Stanley acted as a representative of all the underwriters. Morgan Stanley
13 also participated in conducting and promoting the roadshow for the Offering and paying for the
14 expenses of the Individual Defendants who participated in the roadshow, including lodging and
15 travel, among other expenses. Morgan Stanley's participation in the solicitation of the Offering
16 was motivated by its financial interests.

17 27. Defendant Goldman Sachs & Co. LLC ("Goldman Sachs") was an underwriter
18 of the Company's Offering, serving as a financial advisor for and assisting in the preparation
19 and dissemination of the Company's false and misleading Offering Documents. Goldman
20 Sachs acted as a representative of all the underwriters. Goldman Sachs also participated in
21 conducting and promoting the roadshow for the Offering and paying for the expenses of the
22 Individual Defendants who participated in the roadshow, including lodging and travel, among
23 other expenses. Goldman Sachs' participation in the solicitation of the Offering was motivated
24 by its financial interests.

25 28. Defendant Merrill Lynch, Pierce, Fenner & Smith Incorporated ("Merrill
26 Lynch") was an underwriter of the Company's Offering, serving as a financial advisor for and
27 assisting in the preparation and dissemination of the Company's false and misleading Offering
28 Documents. Merrill Lynch also participated in conducting and promoting the roadshow for the
Offering and paying for the expenses of the Individual Defendants who participated in the
roadshow, including lodging and travel, among other expenses. Merrill Lynch's participation in
the solicitation of the Offering was motivated by its financial interests.

1 29. Defendant Barclays Capital Inc. ("Barclays") was an underwriter of the
2 Company's Offering, serving as a financial advisor for and assisting in the preparation and
3 dissemination of the Company's false and misleading Offering Documents. Barclays also
4 participated in conducting and promoting the roadshow for the Offering and paying for the
5 expenses of the Individual Defendants who participated in the roadshow, including lodging
6 and travel, among other expenses. Barclays' participation in the solicitation of the Offering was
7 motivated by its financial interests.

8 30. Defendant Citigroup Global Markets Inc. ("Citigroup") was an underwriter of
9 the Company's Offering, serving as a financial advisor for and assisting in the preparation
10 and dissemination of the Company's false and misleading Offering Documents. Citigroup
11 also participated in conducting and promoting the roadshow for the Offering and paying
12 for the expenses of the Individual Defendants who participated in the roadshow, including
13 lodging and travel, among other expenses. Citigroup's participation in the solicitation of
14 the Offering was motivated by its financial interests.

15 31. Defendant Allen & Company LLC ("Allen & Company") was an underwriter
16 of the Company's Offering, serving as a financial advisor for and assisting in the
17 preparation and dissemination of the Company's false and misleading Offering Documents.
18 Allen & Company also participated in conducting and promoting the roadshow for the
19 Offering and paying for the expenses of the Individual Defendants who participated in the
20 roadshow, including lodging and travel, among other expenses. Allen & Company's
21 participation in the solicitation of the Offering was motivated by its financial interests.

22 32. Defendant RBC Capital Markets, LLC ("RBC Capital") was an underwriter
23 of the Company's Offering, serving as a financial advisor for and assisting in the
24 preparation and dissemination of the Company's false and misleading Offering Documents.
25 RBC Capital also participated in conducting and promoting the roadshow for the Offering
26 and paying for the expenses of the Individual Defendants who participated in the
27 roadshow, including lodging and travel, among other expenses. RBC Capital's
28 participation in the solicitation of the Offering was motivated by its financial interests

 33. Defendant SunTrust Robinson Humphrey, Inc. ("SunTrust") was an
underwriter of the Company's Offering, serving as a financial advisor for and assisting in
the preparation and dissemination of the Company's false and misleading Offering

1 Documents. SunTrust also participated in conducting and promoting the roadshow for the
2 Offering and paying for the expenses of the Individual Defendants who participated in the
3 roadshow, including lodging and travel, among other expenses. SunTrust's participation in
4 the solicitation of the Offering was motivated by its financial interests

5 34. Defendant Deutsche Bank Securities Inc. ("Deutsche Bank") was an underwriter
6 of the Company's Offering, serving as a financial advisor for and assisting in the preparation
7 and dissemination of the Company's false and misleading Offering Documents. Deutsche Bank
8 also participated in conducting and promoting the roadshow for the Offering and paying for the
9 expenses of the Individual Defendants who participated in the roadshow, including lodging and
10 travel, among other expenses. Deutsche Bank's participation in the solicitation of the Offering
11 was motivated by its financial interests

12 35. Defendant HSBC Securities (USA) Inc. ("HSBC") was an underwriter of the
13 Company's Offering, serving as a financial advisor for and assisting in the preparation and
14 dissemination of the Company's false and misleading Offering Documents. HSBC also
15 participated in conducting and promoting the roadshow for the Offering and paying for the
16 expenses of the Individual Defendants who participated in the roadshow, including lodging and
17 travel, among other expenses. HSBC's participation in the solicitation of the Offering was
18 motivated by its financial interests

19 36. Defendant SMBC Nikko Securities America, Inc. ("SMBC") was an underwriter
20 of the Company's Offering, serving as a financial advisor for and assisting in the preparation
21 and dissemination of the Company's false and misleading Offering Documents. SMBC also
22 participated in conducting and promoting the roadshow for the Offering and paying for the
23 expenses of the Individual Defendants who participated in the roadshow, including lodging and
24 travel, among other expenses. SMBC's participation in the solicitation of the Offering was
25 motivated by its financial interests.

26 37. Defendant Mizuho Securities USA LLC ("Mizuho") was an underwriter of the
27 Company's Offering, serving as a financial advisor for and assisting in the preparation and
28 dissemination of the Company's false and misleading Offering Documents. Mizuho also
participated in conducting and promoting the roadshow for the Offering and paying for the
expenses of the Individual Defendants who participated in the roadshow, including lodging and

1 travel, among other expenses. Mizuho's participation in the solicitation of the Offering was
2 motivated by its financial interests

3 38. Defendant Needham & Company, LLC ("Needham") was an underwriter of the
4 Company's Offering, serving as a financial advisor for and assisting in the preparation and
5 dissemination of the Company's false and misleading Offering Documents. Needham also
6 participated in conducting and promoting the roadshow for the Offering and paying for the
7 expenses of the Individual Defendants who participated in the roadshow, including lodging and
8 travel, among other expenses. Needham's participation in the solicitation of the Offering was
9 motivated by its financial interests

10 39. Defendant Loop Capital Markets LLC ("Loop") was an underwriter of the
11 Company's Offering, serving as a financial advisor for and assisting in the preparation and
12 dissemination of the Company's false and misleading Offering Documents. Loop also
13 participated in conducting and promoting the roadshow for the Offering and paying for the
14 expenses of the Individual Defendants who participated in the roadshow, including lodging
15 and travel, among other expenses. Loop's participation in the solicitation of the Offering was
16 motivated by its financial interests

17 40. Defendant Siebert Cisneros Shank & Co., L.L.C. ("Siebert Cisneros") was an
18 underwriter of the Company's Offering, serving as a financial advisor for and assisting in the
19 preparation and dissemination of the Company's false and misleading Offering Documents.
20 Siebert Cisneros also participated in conducting and promoting the roadshow for the Offering
21 and paying for the expenses of the Individual Defendants who participated in the roadshow,
22 including lodging and travel, among other expenses. Siebert Cisneros participation in the
23 solicitation of the Offering was motivated by its financial interests

24 41. Defendant Academy Securities, Inc. ("Academy Securities") was an underwriter
25 of the Company's Offering, serving as a financial advisor for and assisting in the preparation
26 and dissemination of the Company's false and misleading Offering Documents. Academy
27 Securities also participated in conducting and promoting the roadshow for the Offering and
28 paying for the expenses of the Individual Defendants who participated in the roadshow,
including lodging and travel, among other expenses. Academy Securities' participation in the
solicitation of the Offering was motivated by its financial interests.

1 42. Defendant BTIG, LLC ("BTIG") was an underwriter of the Company's Offering,
2 serving as a financial advisor for and assisting in the preparation and dissemination of the
3 Company's false and misleading Offering Documents. BTIG also participated in conducting
4 and promoting the roadshow for the Offering and paying for the expenses of the Individual
5 Defendants who participated in the roadshow, including lodging and travel, among other
6 expenses. BTTG's participation in the solicitation of the Offering was motivated by its financial
7 interests.

8 43. Defendant Canaccord Genuity LLC ("Canaccord Genuity") was an underwriter
9 of the Company's Offering, serving as a financial advisor for and assisting in the preparation
10 and dissemination of the Company's false and misleading Offering Documents. Canaccord
11 Genuity also participated in conducting and promoting the roadshow for the Offering and
12 paying for the expenses of the Individual Defendants who participated in the roadshow,
13 including lodging and travel, among other expenses. Canaccord Genuity's participation in the
14 solicitation of the Offering was motivated by its financial interests

15 44. Defendant CastleOak Securities, L.P. ("CastleOak") was an underwriter of the
16 Company's Offering, serving as a financial advisor for and assisting in the preparation and
17 dissemination of Company's false and misleading Offering Documents. CastleOak also
18 participated in conducting and the promoting the roadshow for the Offering and paying for the
19 expenses of the Individual Defendants who participated in the roadshow, including lodging
20 and travel, among other expenses. CastleOak's participation in the solicitation of the Offering
21 was motivated by its financial interests

22 45. Defendant Cowen and Company, LLC ("Cowen") was an underwriter of the
23 Company's Offering, serving as a financial advisor for and assisting in the preparation and
24 dissemination of the Company's false and misleading Offering Documents. Cowen also
25 participated in conducting and promoting the roadshow for the Offering and paying for the
26 expenses of the Individual Defendants who participated in the roadshow, including lodging and
27 travel, among other expenses. Cowen's participation in the solicitation of the Offering was
28 motivated by its financial interests

 46. Defendant Evercore Group L.L.C. ("Evercore") was an underwriter of the
Company's Offering, serving as a financial advisor for and assisting in the preparation and
dissemination of the Company's false and misleading Offering Documents. Evercore also

1 participated in conducting and promoting the roadshow for the Offering and paying for the
2 expenses of the Individual Defendants who participated in the roadshow, including lodging and
3 travel, among other expenses. Evercore's participation in the solicitation of the Offering was
4 motivated by its financial interests

5 47. Defendant JMP Securities LLC ("JMP Securities") was an underwriter of the
6 Company's Offering, serving as a financial advisor for and assisting in the preparation and
7 dissemination of the Company's false and misleading Offering Documents. JMP Securities also
8 participated in conducting and promoting the roadshow for the Offering and paying for the
9 expenses of the Individual Defendants who participated in the roadshow, including lodging and
10 travel, among other expenses. JMP Securities' participation in the solicitation of the Offering
11 was motivated by its financial interests

12 48. Defendant Macquarie Capital (USA) Inc. ("Macquarie") was an underwriter of
13 the Company's Offering, serving as a financial advisor for and assisting in the preparation and
14 dissemination of the Company's false and misleading Offering Documents. Macquarie also
15 participated in conducting and promoting the roadshow for the Offering and paying for the
16 expenses of the Individual Defendants who participated in the roadshow, including lodging and
17 travel, among other expenses. Macquarie's participation in the solicitation of the Offering was
18 motivated by its financial interests

19 49. Defendant Mischler Financial Group, Inc. ("Mischler") was an underwriter of the
20 Company's Offering, serving as a financial advisor for and assisting in the preparation and
21 dissemination of the Company's false and misleading Offering Documents. Mischler also
22 participated in conducting and promoting the roadshow for the Offering and paying for the
23 expenses of the Individual Defendants who participated in the roadshow, including lodging and
24 travel, among other expenses. Mischler's participation in the solicitation of the Offering was
25 motivated by its financial interests

26 50. Defendant Oppenheimer & Co. Inc. ("Oppenheimer") was an underwriter of the
27 Company's Offering, serving as a financial advisor for and assisting in the preparation and
28 dissemination of the Company's false and misleading Offering Documents. Oppenheimer also
participated in conducting and promoting the roadshow for the Offering and paying for the
expenses of the Individual Defendants who participated in the roadshow, including lodging and

1 travel, among other expenses. Oppenheimer's participation in the solicitation of the
2 Offering was motivated by its financial interest.

3 51. Defendant Raymond James & Associates, Inc. ("Raymond James") was an
4 underwriter of the Company's Offering, serving as a financial advisor for and assisting in the
5 preparation and dissemination of the Company's false and misleading Offering Documents.
6 Raymond James also participated in conducting and promoting the roadshow for the Offering
7 and paying for the expenses of the Individual Defendants who participated in the roadshow,
8 including lodging and travel, among other expenses. Raymond James' participation in the
9 solicitation of the Offering was motivated by its financial interests.

10 52. Defendant William Blair & Company, L.L.C. ("William Blair") was an
11 underwriter of the Company's Offering, serving as a financial advisor for and assisting in the
12 preparation and dissemination of the Company's false and misleading Offering Documents.
13 William Blair also participated in conducting and promoting the roadshow for the Offering and
14 paying for the expenses of the Individual Defendants who participated in the roadshow,
15 including lodging and travel, among other expenses. William Blair's participation in the
16 solicitation of the Offering was motivated by its financial interests.

17 53. Defendant The Williams Capital Group, L.P. ("Williams Capital") was an
18 underwriter of the Company's Offering, serving as a financial advisor for and assisting in the
19 preparation and dissemination of the Company's false and misleading Offering Documents.
20 Williams Capital also participated in conducting and promoting the roadshow for the Offering
21 and paying for the expenses of the Individual Defendants who participated in the roadshow,
22 including lodging and travel, among other expenses. Williams Capital's participation in the
23 solicitation of the Offering was motivated by its financial interests

24 54. Defendant TPG Capital BD, LLC ("TPG Capital") was an underwriter of the
25 Company's Offering, serving as a financial advisor for and assisting in the preparation and
26 dissemination of the Company's false and misleading Offering Documents. TPG Capital also
27 participated in conducting and promoting the roadshow for the Offering and paying for the
28 expenses of the Individual Defendants who participated in the roadshow, including lodging
and travel, among other expenses. TPG Capital's participation in the solicitation of the
Offering was motivated by its financial interests

1 55. Defendants listed in ¶¶26-54 are collectively referred to herein as the “Underwriter
2 Defendants.”

3 56. Pursuant to the Securities Act, the Underwriter Defendants are liable for the false
4 and misleading statements in the Registration Statement as follows:

5 (a) The Underwriter Defendants are investment banking houses that specialize in,
6 among other things, underwriting public offerings of securities. They served as the underwriters of
7 the IPO and shared millions of dollars in fees collectively. The Underwriter Defendants arranged a
8 roadshow prior to the IPO during which they, and representatives from Uber, met with potential
9 investors and presented highly favorable information about the Company, its operations and its
10 financial prospects.

11 (b) Representatives of the Underwriter Defendants also assisted Uber and the
12 Individual Defendants in planning the IPO, and purportedly conducted an adequate and reasonable
13 investigation into the business and operations of Uber, an undertaking known as a “due diligence”
14 investigation. The due diligence investigation was required of the Underwriter Defendants in order
15 to engage in the IPO. During the course of their “due diligence,” the Underwriter Defendants had
16 continual access to internal, confidential, current corporate information concerning Uber’s most up-
17 to-date operational and financial results and prospects.

18 (c) In addition to availing themselves of virtually unlimited access to internal corporate
19 documents, agents of the Underwriter Defendants met with Uber’s lawyers, management and top
20 executives and engaged in “drafting sessions.” During these sessions, understandings were reached
21 as to: (1) the strategy to best accomplish the IPO; (2) the terms of the IPO, including the price at
22 which Uber securities would be sold; (3) the language to be used in the Registration Statement;
23 what disclosures about Uber would be made in the Registration Statement; and (4) what responses
24 would be made to the SEC in connection with its review of the Registration Statement. As a result
25 of those constant contacts and communications between the Underwriter Defendants’
26 representatives and Uber’s management and top executives, the Underwriter Defendants knew of,
27 or in the exercise of reasonable care should have known of, Uber’s existing problems as detailed
28 herein.

 (d) The Underwriter Defendants caused the Registration Statement to be filed with the
SEC and declared effective in connection with the offers and sales of securities registered thereby,
including those to Plaintiff and the other members of the Class.

1 use our platform. In some cases, the aggregate amount of earnings and incentives
2 received by a given Driver exceeds the Gross Bookings attributable to the Driver's trips,
3 which results in excess Driver incentives. We offer Driver incentives and Driver
4 referrals for both Ridesharing and Uber Eats.

5 ***

6 Excess Driver incentives are recorded in cost of revenue, exclusive of depreciation and
7 amortization, and Driver referrals are recorded in sales and marketing expenses. These
8 amounts largely depend on our business decisions based on market conditions. We
9 include the impact of these amounts in Core Platform Adjusted Net Revenue to evaluate
10 how increasing or decreasing incentives would impact our Core Platform top line
11 performance and the overall net financial activity between us and our customers, which
12 ultimately impacts our Take Rate.”

13 61. The Offering Documents added:

14 “When we enter a new city or launch a new Ridesharing product in a city, we aim to
15 reach sufficient scale and liquidity rapidly to attract consumers to use our platform as an
16 alternative to personal vehicle ownership and usage of other modes of transportation and
17 to achieve leadership in the ridesharing category. We can choose to use incentives, such
18 as promotions for Drivers and consumers, to attract platform users on both sides of our
19 network and increase engagement, which can result in a negative margin until we reach
20 sufficient scale to reduce incentives. Even after we reach efficient scale in a given
21 market, we may need to continue to use incentives to compete. In certain markets, other
22 operators may use incentives to attempt to mitigate the advantages of our more liquid
23 network, and we will generally choose to match these incentives, even if it results in a
24 negative margin, to compete effectively and grow our business.”

25 62. The foregoing statements were materially inaccurate, misleading, and/or
26 incomplete because they failed to disclose, *inter alia*, that (1) at the time of the Offering,
27 Uber was rapidly increasing subsidies for customer's rides and meals in a bid for market
28 share, which caused the Company's sales and marketing expenses to swell; and (2)
Defendants were cutting (or planned to cut) costs in key areas that undermined the Company's
central growth opportunities.

63. Defendants were also required to disclose this material information in the

1 Offering Documents. SEC Regulation S-K, 17 C.F.R. §229.303 ("Item 303"), required
2 disclosure of any known events or uncertainties that at the time of the Offering had caused, or
3 were reasonably likely to cause, material impact on Uber's future operating results and
4 prospects.

5 64. Nevertheless, Defendants went forward with the Offering with the foregoing
6 misrepresentations and omissions in the Offering Documents. With these misrepresentations
7 and omissions, the Offering was extremely lucrative for Defendants, who raised more than \$8
8 billion in gross proceeds.

9 65. This influx of new capital, however, was insufficient to overcome the then-
10 known, yet concealed, losses Uber was (and had already been) facing. Thus, on or about July
11 29, 2019, Defendants sought to reduce the Company's losses by announcing the termination of
12 400 workers on Uber's marketing team, representing about a third of the marketing team's
13 global workforce of 1,200 people. This action stood in stark contrast to the Offering
14 Documents' claim that Uber was, at the time of the Offering, "focused on optimizing our
15 performance marketing spend."

16 66. On this news, the Company's stock fell from \$43.88 per share on July 29, 2019,
17 to \$42.59 per share on July 30, 2019, before dropping further to close at \$39.05 per share on
18 August 5, representing a 13.2% decline from the Offering Price.

19 67. Then, to make matters worse, on August 8 and 9, 2019, respectively, Uber filed
20 a Form 8-K with press release and Form 10-Q, announcing its second quarter results for fiscal
21 2019, which revealed revenues of \$3.16 billion and *losses of \$5.2 billion*. Further, Uber
22 revealed that its ridesharing revenue only grew 2% and, significantly, that its sales and
23 marketing expenses for the three and six months ended June 30, 2019, increased by \$507 million,
24 or 70.9%, and \$870 million, or 62.5%, respectively.

25 68. Defendants revealed that "the increase in our sales and marketing expenses
26 were driven by increased Driver incentives and consumer discounts, promotions, refunds, and
27 credits as we invest in our platform." Indeed, consumer discounts, promotions, refunds, and
28 credits increased from \$226 million and \$495 million for the three and six months ended
June 30, 2018, respectively, to \$528 million and \$1.1 billion for the three and six months
ended June 30, 2019, respectively, compared to \$302 million and \$621 million, in the same
periods in 2018.

1 69. The media was quick to point out the \$5.2 billion in net losses. For example, in an
2 article published on TechCrunch, entitled "Uber lost more than \$5B last quarter," the reporter made
3 the following observation:

4 "\$5.2 billion in net losses *represents the company's largest-ever quarterly loss.*
5 Revenue, for its part, is up only 14% year-over-year, agitating concerns over slower-
6 than-ever growth. The company says a majority of 2Q losses are a result of stock-
7 based compensation expenses for employees following its May [Offering]. Stock
8 compensation aside, Uber still lost \$1.3 billion, up 30% from Q1.
9 Analysts had expected losses per share of \$3.12 versus Uber's \$4.72."
(Emphasis added.)

10 70. Likewise, analysts voiced concern about how revenue in the quarter rose just
11 14% to \$3.17 billion, "badly missing estimates at \$3.36 billion," and how the Company's
12 "***adjusted EBITDA loss more than doubled in the period, increasing 125%*** to \$625 million,"
13 which was a "sign that profitability is only getting further away." (Emphasis added.)

14 71. Then, in early September 2019, the Company announced that it would be
15 laying off 435 employees within its product and engineering divisions, representing
16 around 8% of its global workforce.

17 72. Since the IPO, and as a result of the disclosure of material adverse facts omitted
18 from Uber's Registration Statement, Uber's stock price has fallen substantially below its IPO price,
19 damaging Plaintiff and Class members.

20 **PLAINTIFF'S CLASS ACTION ALLEGATIONS**

21 73. Plaintiff brings this action as a class action pursuant to Federal Rule of Civil
22 Procedure 23(a) and (b)(3) on behalf of a Class, consisting of all those who purchased or otherwise
23 acquired the publicly traded securities of Uber pursuant and/or traceable to Uber's Registration
24 Statement (defined below) issued in connection with Uber's May 10, 2019 IPO (the "Class"); and
25 were damaged upon the revelation of the alleged corrective disclosures. Excluded from the Class
26 are Defendants herein, the officers and directors of the Company, at all relevant times, members of
27 their immediate families and their legal representatives, heirs, successors or assigns and any entity
28 in which Defendants have or had a controlling interest.

1 74. The members of the Class are so numerous that joinder of all members is
2 impracticable. While the exact number of Class members is unknown to Plaintiff at this time and
3 can only be ascertained through appropriate discovery, Plaintiff believes that there are at least
4 thousands of members in the proposed Class. Record owners and other members of the Class may
5 be identified from records maintained by Uber or its transfer agent and may be notified of the
6 pendency of this action by mail, using the form of notice similar to that customarily used in
7 securities class actions.

8 75. Plaintiff's claims are typical of the claims of the members of the Class as all
9 members of the Class are similarly affected by Defendants' wrongful conduct in violation of federal
10 law that is complained of herein.

11 76. Plaintiff will fairly and adequately protect the interests of the members of the Class
12 and has retained counsel competent and experienced in class and securities litigation. Plaintiff has
13 no interests antagonistic to or in conflict with those of the Class.

14 77. Common questions of law and fact exist as to all members of the Class and
15 predominate over any questions solely affecting individual members of the Class. Among the
16 questions of law and fact common to the Class are:

- 17 • whether Defendants violated the Securities Act;
- 18 • whether the Registration Statement contained false or misleading statements of
19 material fact and omitted material information required to be stated therein; and,
- 20 • to what extent the members of the Class have sustained damages and the proper
21 measure of damages.

22 78. A class action is superior to all other available methods for the fair and efficient
23 adjudication of this controversy since joinder of all members is impracticable. Furthermore, as the
24 damages suffered by individual Class members may be relatively small, the expense and burden of
25 individual litigation make it impossible for members of the Class to individually redress the wrongs
26 done to them. There will be no difficulty in the management of this action as a class action.

27 **COUNT I**

28 **Violations of Section 11 of the Securities Act Against All Defendants**

79. Plaintiff repeats and realleges each and every allegation contained above as if fully
set forth herein.

1 that such statements were true and that there was no omission to state a material fact required to be
2 stated in order to make the statements contained therein not misleading. Defendants, in the exercise
3 of reasonable care, should have known of the misstatements and omissions contained in the
4 Prospectus as set forth above.

5 91. Plaintiff did not know, nor in the exercise of reasonable diligence could Plaintiff
6 have known, of the untruths and omissions contained in the Prospectus at the time Plaintiff acquired
7 Uber securities.

8 92. By reason of the conduct alleged herein, Defendants violated §12(a)(2) of the
9 Securities Act, 15 U.S.C. §77l(a)(2). As a direct and proximate result of such violations, Plaintiff
10 and the other members of the Class who purchased Uber securities pursuant to the Prospectus
11 sustained substantial damages in connection with their purchases of the shares. Accordingly,
12 Plaintiff and the other members of the Class who hold the securities issued pursuant to the
13 Prospectus have the right to rescind and recover the consideration paid for their shares, and hereby
14 tender their securities to Defendants sued herein. Class members who have sold their securities seek
15 damages to the extent permitted by law.

16 93. This claim is brought within one year after discovery of the untrue statements and/or
17 omissions in the Offering that should have been made and/or corrected through the exercise of
18 reasonable diligence, and within three years of the effective date of the Offering. It is therefore
19 timely.

20 COUNT III

21 Violations of Section 15 of the Securities Act Against the Individual Defendants

22 94. Plaintiff incorporates all the foregoing by reference.

23 95. This cause of action is brought pursuant to §15 of the Securities Act, 15 U.S.C. §77o
24 against all Defendants except the Underwriter Defendants.

25 96. The Individual Defendants were controlling persons of Uber by virtue of their
26 positions as directors or senior officers of Uber. The Individual Defendants each had a series of
27 direct and indirect business and personal relationships with other directors and officers and major
28 shareholders of Uber. The Company controlled the Individual Defendants and all of Uber's
employees.

