

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

FORT LAUDERDALE DIVISION

CASE NO. 17-cv-61617-BB

JOSE MEJIA, an individual, on behalf
of himself and all others similarly
situated,

Plaintiff,

vs.

UBER TECHNOLOGIES, INC., a
Delaware corporation,

Defendant.

**DECLARATION OF JOSE MEJIA IN SUPPORT OF PLAINTIFF'S OPPOSITION TO
DEFENDANT'S MOTION TO COMPEL ARBITRATION**

I, Jose Mejia, hereby declares and states:

1. I am an adult over the age of 18 and a citizen of the State of Florida and a resident of Miami-Dade County. The information set forth below is true and correct as of my own personal knowledge and if asked to testify thereto, I would do so competently.

2. I am the Plaintiff in the above-styled case. I filed this instant class action lawsuit against Uber Technologies, Inc. ("Uber").

3. I registered on the Uber phone application ("Uber App") as a driver on or about March 2016 as a "driver" via my smartphone, an iPhone 5. I did not register on a conventional computer, such as a desktop or a laptop. Although I no longer own that particular iPhone 5, I currently own another iPhone 5.

4. At the time of my registration, my iPhone 5 was the only electronic device I owned which had access to the internet. I did not own a laptop or desktop computer.

5. As of today, an iPhone 5 continues to be the only electronic device I own though which I can access the internet. I currently do not own a laptop or a desktop computer.

6. I use my iPhone 5 to access the Uber Application (“Uber App”) on my phone.

7. The Uber App matches me up with individuals who need a ride, and via the Uber App, both the passenger and I physically meet and conduct a transaction whereby I transport the passenger to a desired destination.

8. Payment is handled via the Uber App; the passenger is not required to have cash handy, nor do I physically process any credit cards.

9. Passengers’ credit cards are charged for their fare by Uber, and monies, less Uber’s cut, is direct deposited into my bank account.

10. Uber’s “cut” prior to my receipt of funds is currently 28% of collected fares. When I began as an Uber driver in 2016, it was 25%.

11. I am able to set my own working schedule; for example, I can choose to work days or nights.

12. I am aware that Uber imposes certain restrictions and limitations on me regarding my schedules and fare selection. For example, there is a minimum ride number imposed by Uber for drivers, drivers cannot get too many low ratings by passengers, and I cannot reject too many offered trips while online, without facing repercussions.

13. Uber does not provide any vehicles. I provide my own vehicle for passenger rides. Upon browsing Uber’s website on October 22, 2017, I became aware that Uber does not require that cars must be registered in the driver’s name, and drivers must maintain their own insurance.

Uber does not provide health insurance, unemployment insurance, or other such employment benefits or “perks” to me.

14. I did not, electronically or otherwise, specifically sign away my rights under the Second Amendment of the Bill of Rights of the United States Constitution, or Florida Statutes § 790.06 and § 790.251. I do not recall seeing any mention of any of these laws or statutes during my registration process on the Uber App.

15. I have reviewed the declaration of Michael Colman and the exhibits attached thereto, filed in this case as docket entry 11-1 and duplicated in docket entries 12, and 12-1 through 12-5.

16. I recall seeing a similar configuration on my screen when I registered as that shown in Document 12-1. However, I have no recollection of the message displayed in Document 12-2. I do not know the source of 12-1 or 12-2, as they are not screenshots from my phone from when I registered.

17. No pop-up, such as that shown in 12-2, appeared during my registration process asking me if I wished to “opt-out” of any arbitration clause.

18. The iPhone 5 I had at the time I registered is the same make and model as the iPhone 5 I currently own.

19. The iPhone 5 I currently own has a screen size of approximately 2 inches wide and 3.5 inches long. Pictures are attached hereto as **Composite Exhibit A**. All of these pictures were taken at my attorney Beck & Lee’s office on October 22, 2017, in preparation for my opposition to Uber’s Motion to Compel Arbitration, and are true and accurate photos of me and/or my iPhone 5.

20. On October 4, 2017, I contacted Uber to receive a copy of my contract with Uber. I requested: “I need a copy of my drivers agreement with Uber. Pls send it to my driver account

email: jmeji089@fiu.edu. Thanks.” After some back and forth, Uber responded via e-mail on October 5, 2017, and directed me to a hyperlink. My email correspondences with Uber are attached hereto as **Exhibit B**.

21. I had difficulties accessing the hyperlink and reading the documents on the screen of my smartphone. In order to more easily access the documents I visited my mother, Celeste Regada, a resident of Miami-Dade, and used her desktop computer. I was then able to easily access and read the twenty-one page agreement that contains the arbitration clause, filed in this action as D.E. 12-4. A comparison of the agreement as printed on 8.5” x 11” standard size paper, and as viewed on my phone, is attached as a photo as **Exhibit C**.

22. I am a college student and of limited financial means. I cannot afford to pay private arbitration fees.

I declare under the penalty of perjury under the laws of the state of Florida that the foregoing is true and correct.

Executed in Miami, Florida this 25th day of October, 2017.



Jose Mejia