

**SU.....IONS  
(CITACION JUDICIAL)**

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

**NOTICE TO Hydrane SAS, a foreign corporation, Bidmotion, Inc. a Delaware corporation, Taptica Ltd., a foreign corporation, Taptica, Inc., a Delaware corporation, YouAppi Inc., a Delaware corporation, AdAction Interactive LLC, a Colorado limited liability company and DOES 1 through 100,  
YOU ARE BEING SUED BY Uber Technologies, Inc. a Delaware corporation  
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

**NOTICE!** You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:  
(El nombre y dirección de la corte es):

San Francisco Superior Court  
Civic Center Courthouse  
400 McAllister Street  
San Francisco, CA 94102-4514

CASE NUMBER = 576493  
(Número del Caso)

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):  
John Bovich (SBN 150688) / Seth Herring (SBN 253907)

REED SMITH LLP  
101 Second Street, Suite 1800, San Francisco, CA 94105

DATE: JUN 05 2019  
(Fecha)

Clerk, by ANNA L. TORRES, Deputy (Adjunto)  
(Secretario) CLERK OF THE COURT

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)  
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).



**NOTICE TO THE PERSON SERVED:** You are served

1.  as an individual defendant.
2.  as the person sued under the fictitious name of (specify):
3.  on behalf of (specify):  
under:  CCP 416.10 (corporation)  CCP 416.60 (minor)  
 CCP 416.20 (defunct corporation)  CCP 416.70 (conservatee)  
 CCP 416.40 (association or partnership)  CCP 416.90 (authorized person)  
 other (specify):
4.  by personal delivery on (date):

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San Francisco, CA 94103-1355  
Telephone: +1 415 533-7652

Attorneys for Plaintiff  
Uber Technologies, Inc.

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SAN FRANCISCO

**FILED**  
Superior Court of California  
County of San Francisco

JUN 05 2019

CLERK OF THE COURT

BY: Amal Torres  
Deputy Clerk

CGC-19-576493

Case No.:

Uber Technologies, Inc., a Delaware corporation,

Plaintiff,

vs.

Hydrane SAS, a foreign corporation, Bidmotion Inc., a Delaware corporation, Taptica Ltd., a foreign corporation, Taptica, Inc., a Delaware corporation, YouAppi Inc., a Delaware corporation, AdAction Interactive LLC, a Colorado limited liability company, and DOES 1 through 100,

Defendants.

**UBER TECHNOLOGIES, INC.'S COMPLAINT FOR:**

- 1. FRAUD
- 2. NEGLIGENCE
- 3. UNFAIR COMPETITION, CAL. BUS. & PROF. CODE §§ 17200, ET SEQ.

**JURY TRIAL DEMANDED**

1 Plaintiff Uber Technologies, Inc. (“Uber”), by and through its attorneys, and for its  
2 Complaint against Defendants Hydrane SAS, Bidmotion Inc., Taptica Ltd., Taptica, Inc., AdAction  
3 Interactive LLC, and YouAppi Inc. (collectively, “Defendants”), hereby alleges as follows:

4 **NATURE OF THE ACTION**

5 1. Uber brings this action to redress the injuries Defendants caused in defrauding Uber.  
6 Defendants were paid tens of millions of dollars to place mobile advertisements (or “ads”) for Uber,  
7 but instead, Defendants purchased nonexistent, nonviewable, or fraudulent advertising. Defendants  
8 knew that they were squandering Uber’s money, and concealed the true facts from Uber.  
9 Defendant’s actions also negatively affected the user experience of millions of smartphone users by  
10 subjecting them to unwanted popup ads and auto-redirects.

11 **THE PARTIES**

12 2. Uber is a Delaware corporation with its principal place of business in San Francisco,  
13 California.

14 3. Hydrane SAS (“Hydrane”) is a France company with its principal place of business in  
15 Paris, France.

16 4. Bidmotion Inc. (“Bidmotion”) is a Delaware corporation with its principal place of  
17 business in Paris, France, and an office in San Francisco, California.

18 5. Taptica Ltd. is an Israel company with its principal place of business in Tel Aviv,  
19 Israel.

20 6. Taptica, Inc. is a Delaware corporation with an office in San Francisco, California.  
21 Collectively, Taptica Ltd. and Taptica, Inc. will be referred to herein as “Taptica.”

22 7. YouAppi Inc. (“YouAppi”) is a Delaware corporation with an office in San  
23 Francisco, California.

24 8. AdAction Interactive LLC (“AdAction”) is a Colorado limited liability company with  
25 its principal place of business in Lakewood, Colorado and an office in Austin, Texas.

26 9. The true names and capacities of third party defendants DOES 1-100 are presently  
27 unknown to Uber, and Uber will seek leave of court to amend this complaint to allege such names  
28 and capacities as soon as they are ascertained.

**JURISDICTION AND VENUE**

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2 10. This Court has jurisdiction over this Complaint and venue is proper here because,  
3 *inter alia*: (1) Uber’s principal place of business is in San Francisco, California; (2) Bidmotion,  
4 Taptica, Inc., and YouAppi. all have offices in San Francisco, California; (3) AdAction has  
5 numerous California-based customers in addition to Uber, including a number of customers with  
6 headquarters in San Francisco, California; (4) many of the wrongful acts giving rise to Uber’s causes  
7 of action took place in this county; (5) Defendants purposefully directed their activities described  
8 herein at Uber; and (6) Uber suffered damages here.

**FACTUAL ALLEGATIONS**

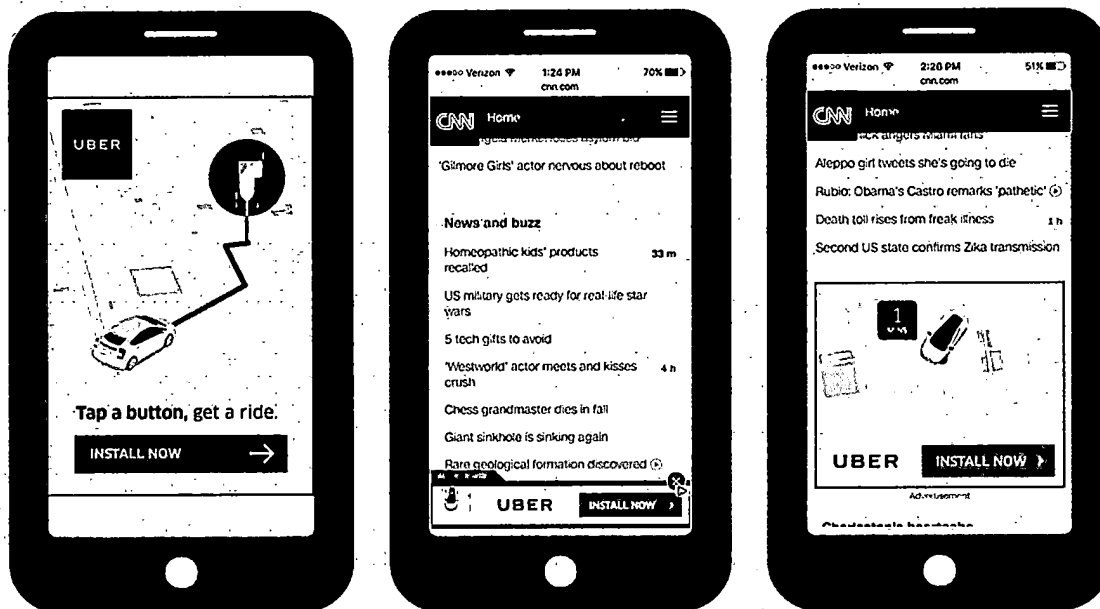
9  
10 11. Uber is a San Francisco-based technology company. It has developed a smartphone  
11 application (the “Uber App”) that enables users of the application (“riders”) to request ridesharing  
12 services from independent, third-party transportation providers (“drivers”).

13 12. Uber gains new riders and drivers in a number of ways, including through “organic”  
14 downloads and installations of the Uber App—where a mobile phone user navigates directly to her  
15 mobile software provider’s app store or marketplace and downloads the Uber App because of the  
16 user’s prior knowledge of Uber’s overall brand and reputation in the marketplace.

17 13. Uber also relies on mobile advertising to gain new riders and drivers. “Mobile  
18 advertising” refers to ads that appear on either mobile-optimized websites or in mobile smartphone  
19 applications such as games. When a potential rider or driver clicks on a mobile ad, she is directed to  
20 the app store or marketplace where she has the opportunity to download and install the Uber App.<sup>1</sup>

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28 <sup>1</sup> In the mobile advertising industry, the concept of “installing” an app includes opening it for the first time.

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**Figure 1 – Examples of Mobile Advertisements**

14. “Placements” are the actual spaces on a mobile-optimized website or mobile smartphone application (called “mobile inventory”) where mobile ads can appear.

15. “Publishers” are companies that sell mobile inventory. A publisher can be the actual owner of particular mobile websites or mobile smartphone applications that sell placements, such as the New York Times mobile website or app, or a publisher can have mobile inventory from dozens or even hundreds of different mobile websites and/or apps.

16. “Networks” are companies that, often acting at the direction of an advertising agency, buy mobile inventory from different sources, including directly from publishers, from other networks that own and operate inventory from multiple publishers, from exchanges that offer mobile inventory for sale or auction, or through a combination of these methods.

17. “Mobile advertising agencies” are companies that specialize in digital ads appearing on mobile smartphones. Mobile advertising agencies assist their clients (i.e., the advertiser) to develop a mobile advertising strategy, buy mobile inventory on behalf of their clients, increase engagement with their clients’ brands, acquire new users for their clients, and related services.

1 18. "Insertion Orders" or "IOs" are forms used by mobile advertising agencies to  
2 purchase, on behalf of a client, mobile inventory from networks and/or publishers. IOs typically  
3 include limitations on the types of mobile inventory on which a client's ads may appear (e.g., many  
4 clients elect not to advertise on sites with adult content), placement and size requirements for ads,  
5 payment arrangements, and other requirements. IOs are intended to ensure appropriate and  
6 legitimate mobile inventory is purchased.

7 19. Uber engaged Fetch Media Ltd. ("Fetch") to act as its mobile advertising agency  
8 between late 2014 and early 2017. Through Fetch, Uber purchased mobile inventory from networks  
9 such as Defendants, and, ultimately, publishers. Uber also used other advertising agencies, and had  
10 direct partnerships with certain networks and publishers, to place Uber ads during this timeframe  
11 (the "Uber Campaign").

12 **Tracking and Performance of Defendants**

13 20. Uber pays only for legitimate clicks by real people on actual mobile ads that are  
14 attributable to installation of the Uber App, new sign ups, and/or first trips (called the "last click  
15 attribution" or "app attribution"). Uber does not pay for ads to simply appear on a page (i.e., views)  
16 or for clicks that do not lead to one of those outcomes. Thus, when Defendants "purchase" mobile  
17 inventory on Uber's behalf, they are actually purchasing the final outcome—not the number of times  
18 an ad is displayed, viewed, or clicked.

19 21. For example, on Monday, potential rider Jane Doe views an Uber ad while browsing  
20 a shopping website on her smartphone, but does not click on the ad. On Tuesday, Jane Doe views a  
21 second Uber ad displayed in a game app, clicks on the ad and is taken to the app store, but opts not  
22 to install the Uber App. On Wednesday, Jane Doe views a third Uber ad, this time displayed on a  
23 mobile news website. Jane clicks on the ad and is taken to the app store where she downloads and  
24 installs the Uber App. In this hypothetical, a Defendant would be entitled to compensation only on  
25 the third ad on the mobile news website, as that click was attributable to Jane Doe's installation of  
26 the Uber App. It is thus crucial to know which click, if any, is actually attributable to each of the  
27 millions of installations of the Uber App.  
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1           22. Defendants were supposed to pay publishers for advertisements that caused a rider to  
2 install the Uber App on their smartphone, sign up as an Uber rider, and take a first trip.<sup>2</sup>

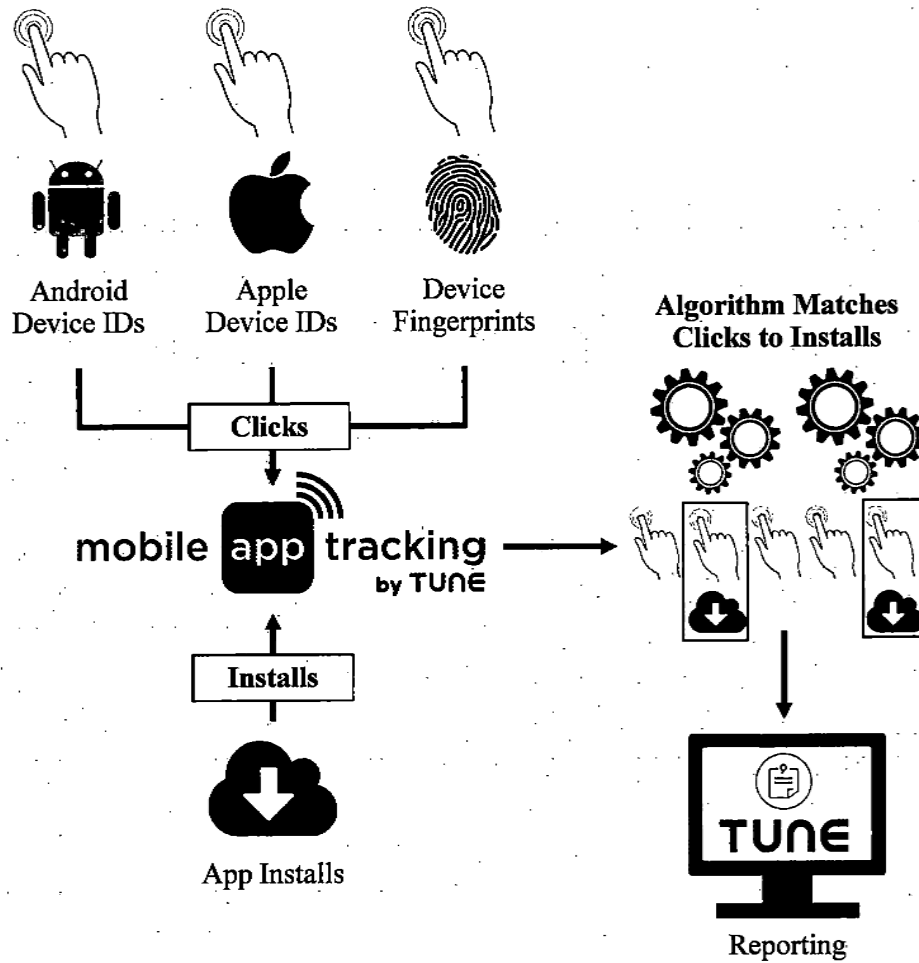
3           23. To track which advertising network, website, or app generated clicks (and ultimately  
4 installs, sign-ups and first trips), Uber contracted with a third party mobile analytics and  
5 performance marketing platform called TUNE, Inc. (“TUNE”).

6           24. TUNE’s mobile app tracking service is supposed to collect information about mobile  
7 advertising impressions (i.e., views) of, and clicks on, mobile ads. TUNE tracks clicks on ads and  
8 then matches the last reported click to a rider’s installation of the Uber App. TUNE then awards  
9 credit to the publisher, network, or mobile advertising agency that placed the ad responsible for the  
10 last click attribution.

11           25. To optimize Uber’s mobile advertising, networks like Defendants were required, by  
12 virtue of the IOs, to identify through TUNE all app and mobile websites running Uber ads.  
13 Networks and publishers were also required to implement “click tracking,” which was intended to  
14 identify the publisher reporting clicks to TUNE that resulted in installations, the particular ad at  
15 issue, and the app or website name where the click generated from. All networks, including  
16 Defendants, were required to report accurate and legitimate information to TUNE.

17           26. The diagram below illustrates TUNE’s mobile app tracking methodology employed  
18 to determine the last click attribution, and therefore, which network or publisher “partner” should be  
19 paid by Uber’s agent using Uber’s advertising budget:  
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28 <sup>2</sup> For the sake of brevity, Uber generally refers herein only to “installations” or “installs” rather than  
installation of the Uber App, new sign ups, and/or first trips



**Figure 2 - Attribution for Mobile Advertising**

27. In addition to ensuring that networks and publishers report accurate information to TUNE, Fetch prepared reports aggregating the information reported by Defendants through TUNE for Uber to assess the quality of networks participating in the Uber Campaign (“transparency reports”). Transparency reports were intended to be final and true reflections of (i) where Defendants and other media partners were running Uber ads, and (ii) the clicks and installations attributable to those ads. Given the volume of Uber’s mobile advertising, the transparency reports were also the only accessible means for Uber to “see” the apps and mobile websites where its ads appeared and to assess the impact of particular networks and publishers.



1           **A.     Fraud In Mobile Advertising**

2           28.     Paying networks and publishers based on last click attribution is a standard method of  
3 compensation in the mobile advertising industry. The model can be used by parties like Defendants  
4 to engage in fraud.<sup>3</sup>

5           29.     Mobile advertising fraud generally falls within two broad categories: (i) fraudulent  
6 installations, and (ii) attribution fraud.

7           30.     “Attribution fraud” refers to a scheme where networks or publishers seek credit for  
8 organic installations and for installations actually attributable to other media sources. Attribution  
9 fraud occurs when networks or publishers insert false information into TUNE’s attribution  
10 algorithm, as demonstrated by the diagram below:

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25           <sup>3</sup> See, e.g., Craig Silverman, Attack of the Zombie Websites: A BuzzFeed News investigation reveals how seemingly-  
26 credible players in the ad supply chain can play an active role in — and profit from — fraud, BuzzFeed News, October  
27 17, 2017, available at [https://www.buzzfeed.com/craigsilverman/ad-industry-insiders-are-connected-to-a-fraud-scheme-](https://www.buzzfeed.com/craigsilverman/ad-industry-insiders-are-connected-to-a-fraud-scheme-that?utm_term=.IsVKJGeZG#.dyVxyoQbo)  
28 that?utm\_term=.IsVKJGeZG#.dyVxyoQbo (last visited November 13, 2017); Alexandra Burell and Sharon Terlep, P&G  
Cuts more than \$100 Million in ‘Largely Ineffective’ Digital Ads, The Wall Street Journal, July 27, 2017, available at  
<https://www.wsj.com/articles/p-g-cuts-more-than-100-million-in-largely-ineffective-digital-ads-1501191104> (last visited  
November 13, 2017).

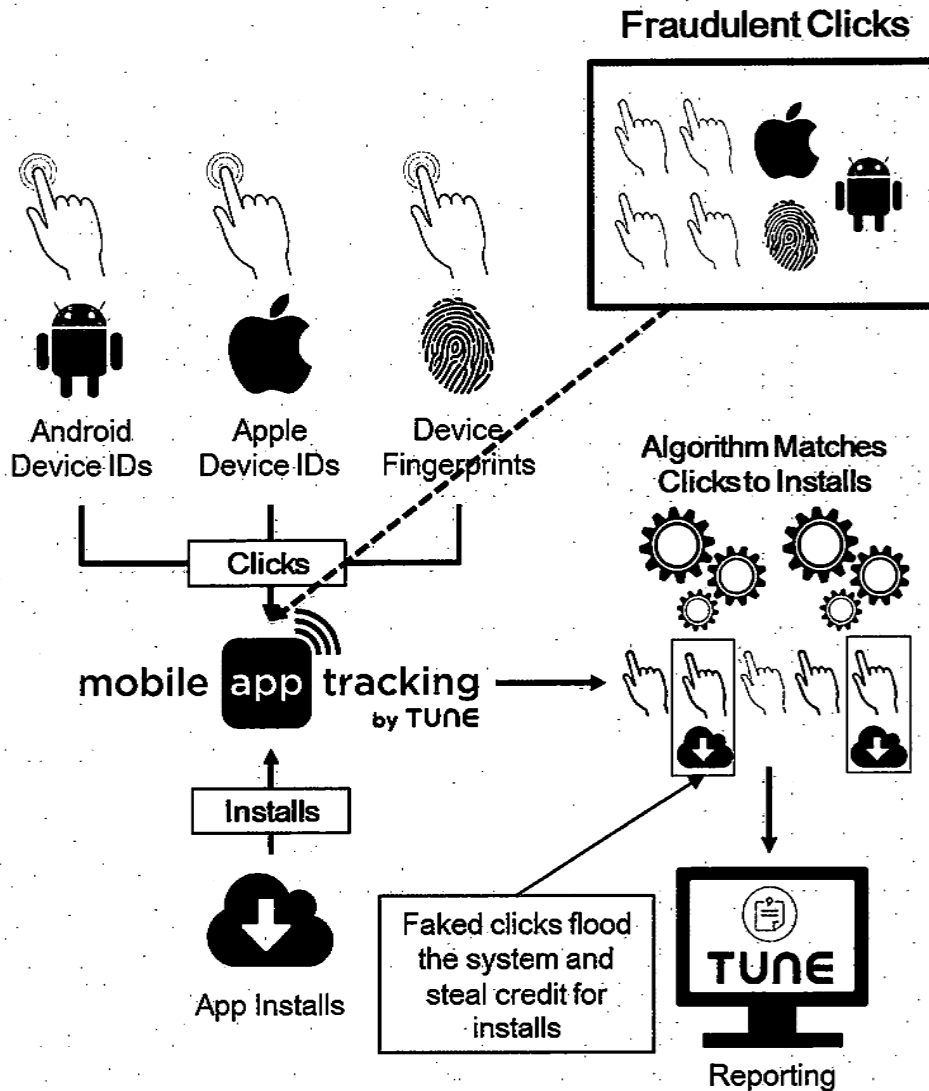


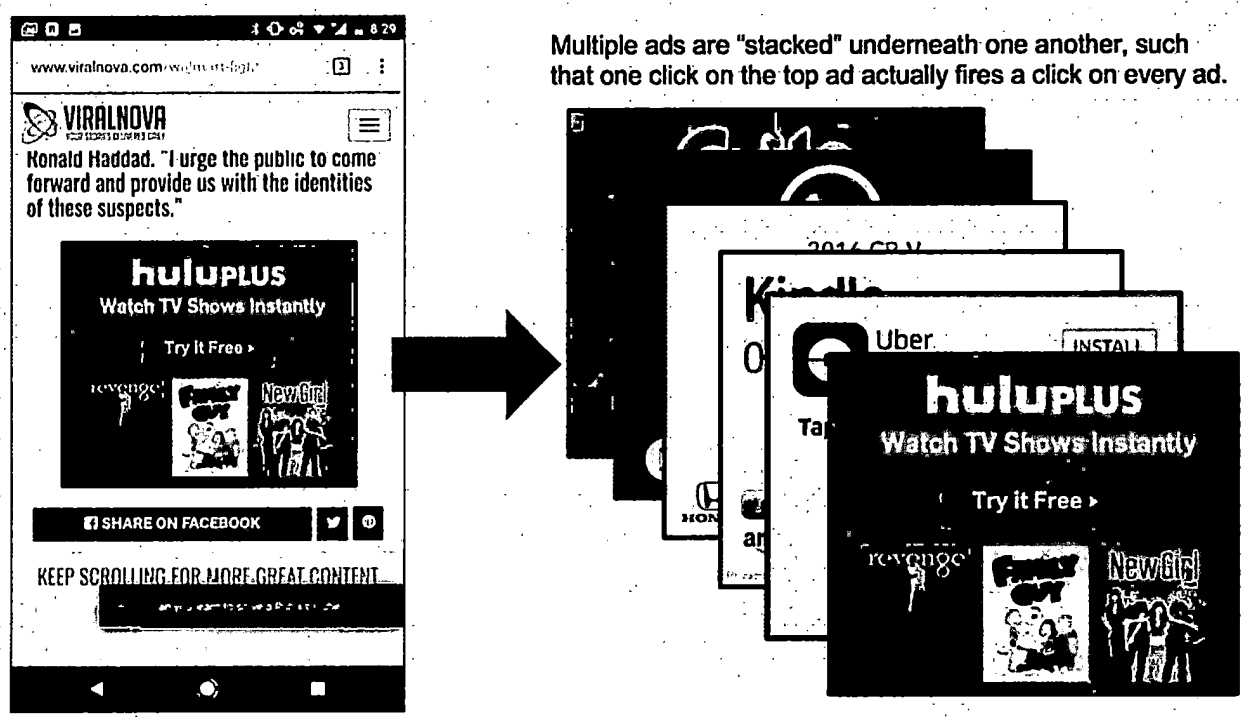
Figure 3 - Attribution Fraud in Mobile Advertising

31. Some of the key forms of attribution fraud include the following:

a. "Click Spamming" is where a network or publisher fraudulently generates or reports clicks for users without those clicks actually having occurred. Click spammers report thousands or even millions of fake clicks so that when a user organically installs the Uber App, it will appear as if the installation was attributable to a fraudulently reported click, thus qualifying for payment. On information and belief, the custom and practice in the mobile advertising industry holds that a high reported click rate without corresponding installs is indicative of fraud.

1           b.       “Fake or Malicious Sites” refers to a scheme where a network or publisher  
2 reports (and seeks payment for) significant numbers of Uber App installs as attributable to clicks  
3 made on fake or malicious website URLs, i.e., a website which is not a real site or is a sham. In this  
4 scheme, networks and publishers try to trick the TUNE tracking system to steal organic installations  
5 of the Uber App. On information and belief, the custom and practice in the mobile advertising  
6 industry holds that clicks or installs claimed as attributable to fake or malicious sites are fraudulent.

7           c.       “Stacked Ads” or “Ad-stacking” refers to the schemes where a single mobile  
8 inventory placement is filled with several mobile advertisements, even though only one  
9 advertisement is visible. When the viewer clicks on a stacked ad, several clicks are sent to TUNE, of  
10 which only one reflects legitimate user interest in a mobile advertisement.



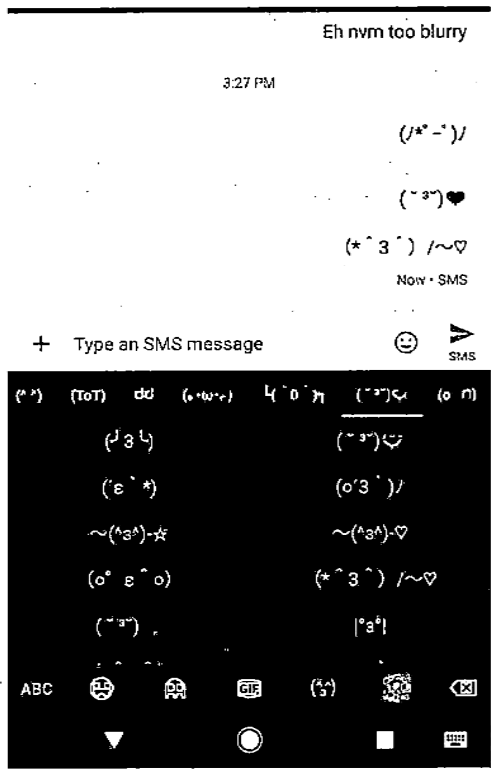
24 **Figure 4 - Example of Ad Stacking**

25 On information and belief, the custom and practice in the mobile advertising industry holds that  
26 stacked ads are fraudulent because the viewer never intended to click on, and never actually saw,  
27 multiple advertisements.

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1 d. "Auto-Redirects" refers to the scheme where a mobile user is automatically  
2 redirected to the app store or marketplace without having clicked on any mobile advertisement  
3 whatsoever. Auto-redirects are generally coded into the mobile smartphone application or mobile  
4 website and used to generate millions of fake clicks to prompt installations or (more often) take  
5 credit for organic installations. On information and belief, the custom and practice in the mobile  
6 advertising industry holds that auto-redirects are fraudulent because the viewer never intended to  
7 click on an advertisement but was still redirected.

8 e. "Creative Issues" refer to instances where advertising content is displayed on  
9 a website or mobile smartphone application in a manner that deceives the user; for instance, where  
10 an ad is so small it is mistaken for a smartphone keyboard button and generates unintentional clicks  
11 by the viewer.



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24 **Figure 5 - Example of "Creative Issues" -- Ad Placement (Multi-Colored Block) Next to**  
25 **'Backspace' Key**

26 On information and belief, the custom and practice in the mobile advertising industry holds that  
27 creative issues in violation of IOs are indicative of fraud.

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32. Fraud is also perpetuated through, and/or apparent from, the metrics and data that networks and publishers report through TUNE, and that was reported in the transparency reports provided to Uber.

a. "Metric Smoothing" refers to the scenario when a network or publisher misreports where advertisements are placed in order to conceal the true placement of the advertisement (or perhaps no placement at all). Misreporting can be spotted in transparency reports, for example, when a publisher reports key metrics, such as click volume and installs, across multiple mobile websites or apps all within a very close percentage of each other. For example, the ten lines excerpted immediately below are from the Bidmotion/Hydrane section of a February 2017 transparency report where many sites reported nearly identical clicks, installs, and click-to-install rates:

Site Name	Clicks	Installs	CTI
MISSING	274,698	752	0.27%
Fruit Ninja	272,994	609	0.22%
Piano Tiles iOS	265,613	739	0.28%
Dumb Ways To Die	264,102	787	0.30%
Bunny Pop	258,981	600	0.23%
My Alarm Clock Free	257,124	750	0.29%
iFunny - Android	249,448	635	0.25%
337.1st.Freeverse.SkeeBall.Ios.Out	248,667	752	0.30%
Video Player and File Manager for Dropbox	243,854	751	0.31%
Bubble Crackle - burst same color and blast with power ( bubble breaker )	235,933	752	0.32%

**Figure 6 - Example of Metric Smoothing from Transparency Reports**

Patterns like this suggest that networks or publishers concealed the true placement of advertisements and allocated supposed clicks and installs across a number of platforms to give the appearance of legitimacy. On information and belief, the custom and practice in the mobile advertising industry holds that where a number of apps report nearly identical metrics that is indicative of fraud.

b. "Falsified Transparency" includes the scenario where a network or publisher reports vague website or app names through TUNE as a source of clicks and installs. Falsified transparency also includes the scenario where a website or app reports clicks and installs on Uber advertisements severely disproportionate to the number of active users. For example, between Q1 2016 and Q1 2017, the number of daily reported clicks on Uber advertisements supposedly placed by YouAppi on the listed apps *exceeds* the number of daily active users (DAU) of those apps:

App Name (publisher_sub_placement)	Daily Clicks	DAU
Hifonts	180,862	14,742
OfflineDictionaries	148,513	117,162
Flashlight	55,430	54,735

**Figure 7 - Example of Falsified Transparency from Transparency Reports**

On information and belief, the custom and practice in the mobile advertising industry holds that such reporting issues are indicative of fraud.

a. “Deceptive Naming” includes the scenario where a network or publisher misrepresents the source of its mobile inventory. Deceptive naming can be identified, for example, when a network lists a website or app supposedly running an ad that does not serve ads. Deceptive naming can also be identified where a network or publisher reports installs as attributable to a generic source, as a way to conceal the true source of the inventory. On information and belief, the custom and practice in the mobile advertising industry considers all forms of deceptive naming as a form of fraud.

b. “Missing Device ID” relates to the “deterministic” method of attribution, whereby the Device ID – a unique identifier for every mobile device – of the device that clicks on an ad is passed to TUNE, and matched with the Device ID of the device that downloads the Uber application. Typically, the Device ID is automatically passed to TUNE (in the google\_aid, ios\_ifa, or windows\_aid fields) when an ad is clicked on in a mobile application, as opposed to a mobile website which cannot pass Device IDs. This attribution method is considered the most accurate in the industry. In some instances, however, clicks that are reported from mobile applications are either missing Device ID information or the Device ID information that was reported was clearly incorrect or in the improper field. This is one way that networks, like Defendants, tricked TUNE into using the “probabilistic” attribution method, fingerprinting, that is far less reliable and subject to fraud than

1 the deterministic method. On information and belief, the custom and practice in the mobile  
2 advertising industry holds that Missing Device ID for an in-app click is indicative of fraud.

3 c. "SDK Outliers" relates to the software development kits (or "SDKs") that  
4 mobile management partners ("MMP") like TUNE place in an advertised app, in this case the Uber  
5 app. MMPs regularly update their SDKs to include new features and functionality. "SDK Outliers"  
6 looks at the percentage of attributed installs by the MMP's SDK version and identifies networks and  
7 publishers that have a dramatically different distribution across SDK versions, typically having  
8 much higher install counts from old SDKs. Since new SDK versions are distributed when new  
9 versions of the apps hit the app stores, new installs should have the newest SDK version. Networks  
10 and publishers having high percentages of older SDK versions are likely creating fake installs or  
11 systematically installing old app versions via emulators or device farms. On information and belief,  
12 the custom and practice in the mobile advertising industry holds that evidence of SDK outliers is  
13 indicative of fraud.

14 d. "Non-Mobile Optimized Sites" refers to the scenario where a network or  
15 publisher reports significant numbers of installations as attributable to clicks made on ads that  
16 supposedly appeared on non-mobile optimized websites. Non-mobile optimized sites can be  
17 challenging to navigate on smartphones, and ads are difficult to view, making it extremely unlikely  
18 that such ads would generate significant *intentional* clicks or installs by mobile users. For this  
19 reason, and on information and belief, the custom and practice in the mobile advertising industry  
20 holds that significant reported app installs generated from purported ads on non-mobile optimized  
21 sites is indicative of fraud.

22 **B. Defendants Demonstrate Performance Issues**

23 33. During the Uber Campaign, Uber purchased significant mobile inventory from  
24 Defendants. In total, Uber and its affiliates paid approximately \$70 million for mobile inventory  
25 supposedly attributable to worldwide Uber App installs driven by Defendants.

26 34. Starting in early 2017, Uber began to notice repeated issues with Defendants.

27 35. For instance, in early 2017 Bidmotion/Hydrane reported to Uber that they purchased  
28 the majority of their ads from advertising exchanges such as Mopub. However, when Uber asked

1 Mopub whether those Defendants purchased inventory from its exchange, Mopub replied that it was  
2 unaware of any such purchases.

3 36. In addition, while Bidmotion/Hydrane purported to place ads only on mobile  
4 applications, Device ID information was almost never passed to TUNE for Uber ads purportedly  
5 placed. As discussed, this meant that almost every attribution on which Uber paid  
6 Bidmotion/Hydrane was based on the probabilistic fingerprinting method, which is far more  
7 susceptible to fraud than the deterministic method with Device IDs.

8 Below is an example of fingerprint rates for a sample of Bidmotion/Hydrane's placements:

publisher_sub_placement_name	Clicks w/ Device ID	Clicks	Fingerprint Click Rate	Installs	CTR
558f741f	296,461	18,367,037	98.4%	42,982	0.23%
142413	49,340	17,806,646	99.7%	61,293	0.34%
151232	44,507	17,605,545	99.7%	65,348	0.37%
b05e1c73	250,752	17,145,937	98.5%	40,286	0.23%
<u>APPNAMEMISSING</u>	826,149	17,032,692	95.1%	72,677	0.43%
164562	0	15,802,202	100.0%	52,537	0.33%
59774	466	14,979,005	100.0%	35,698	0.24%
07ceb5d1	107,194	14,672,866	99.3%	32,774	0.22%
503b674c	194,623	13,970,093	98.6%	34,331	0.25%
c4aa5438	170,787	13,659,727	98.7%	45,056	0.33%

16 **Figure 8 – Fingerprint Rates**

17 Below is a report showing examples of Bidmotion/Hydrane's click logs with missing Device ID  
18 fields:



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	created	device_id_md5	google_ad	ios_id		latlong	longitude	payout	publisher_id	publisher_name	publisher_sub	publisher_sub	publisher_sub
2	2016-10-08T08:53:25+00:00				72.195.122.53	0	0	0	177704	B dmotion	506583331	16118_Q1Rk	16118_Q1Rk
3	2016-10-08T09:53:35+00:00				172.127.113.215	0	0	0	177704	B dmotion	447421879	16039-MD-R	16039-MD-R
4	2016-10-07T03:14:00+00:00				72.195.122.60	0	0	0	177704	B dmotion	506583331	16118_Q1Rk	16118_Q1Rk
5	2016-10-07T17:04:35+00:00				172.127.113.215	0	0	0	177704	B dmotion	447421879	16039-MD-R	16039-MD-R
6	2016-10-07T11:13:04+00:00				172.127.113.215	0	0	0	177704	B dmotion	447421879	16039-MD-R	16039-MD-R
7	2016-10-07T20:13:18+00:00				142.197.144.193	0	0	0	177704	B dmotion	689505625	PM-16293-R	PM-16293-R
8	2016-10-07T15:33:57+00:00				172.127.113.215	0	0	0	177704	B dmotion	447421879	16039-MD-R	16039-MD-R
9	2016-10-07T15:44:20+00:00				24.192.120.51	0	0	0	177704	B dmotion	447421879	16039-MD-R	16039-MD-R
10	2016-10-06T10:00:49+00:00				172.127.113.215	0	0	0	177704	B dmotion	447421879	16039-MD-R	16039-MD-R
11	2016-10-08T23:42:00+00:00				24.192.120.51	0	0	0	177704	B dmotion	447421879	16039-MD-R	16039-MD-R
12	2016-10-05T09:38:35+00:00				88.87.234.173	0	0	0	177704	B dmotion	506583331	16118_Q1Rk	16118_Q1Rk
13	2016-10-03T03:37:15+00:00				172.127.113.215	0	0	0	177704	B dmotion	447421879	16039-MD-R	16039-MD-R
14	2016-10-01T21:37:44+00:00				73.137.52.159	0	0	0	177704	B dmotion	447421879	16039-MD-R	16039-MD-R
15	2016-10-04T23:28:29+00:00				172.127.113.215	0	0	0	177704	B dmotion	447421879	16039-MD-R	16039-MD-R
16	2016-10-04T23:28:06+00:00				72.195.122.60	0	0	0	177704	B dmotion	506583331	16118_Q1Rk	16118_Q1Rk
17	2016-10-04T02:22:23+00:00				172.127.113.215	0	0	0	177704	B dmotion	447421879	16039-MD-R	16039-MD-R
18	2016-10-03T15:31:33+00:00				99.203.5.109	0	0	0	177704	B dmotion	447421879	16039-MD-R	16039-MD-R
19	2016-10-03T21:22:34+00:00				172.127.113.215	0	0	0	177704	B dmotion	447421879	16039-MD-R	16039-MD-R
20	2016-10-05T00:30:57+00:00				72.195.122.53	0	0	0	177704	B dmotion	506583331	16118_Q1Rk	16118_Q1Rk
21	2016-10-01T12:50:40+00:00				72.195.122.53	0	0	0	177704	B dmotion	506583331	16118_Q1Rk	16118_Q1Rk
22	2016-10-01T20:38:54+00:00				172.127.113.215	0	0	0	177704	B dmotion	447421879	16039-MD-R	16039-MD-R
23	2016-10-01T17:37:43+00:00				99.203.4.145	0	0	0	177704	B dmotion	447421879	16039-MD-R	16039-MD-R
24	2016-10-03T13:08:40+00:00				66.67.235.6	0	0	0	177704	B dmotion	506583331	16118_Q1Rk	16118_Q1Rk
25	2016-10-03T20:28:37+00:00				172.127.113.215	0	0	0	177704	B dmotion	447421879	16039-MD-R	16039-MD-R
26	2016-10-04T11:39:54+00:00				172.127.113.215	0	0	0	177704	B dmotion	447421879	16039-MD-R	16039-MD-R
27	2016-10-02T21:17:15+00:00				97.101.137.213	0	0	0	177704	B dmotion	689505625	PM-16293-R	PM-16293-R
28	2016-10-01T08:03:42+00:00				73.137.52.159	0	0	0	177704	B dmotion	447421879	16039-MD-R	16039-MD-R
29	2016-10-03T12:23:21+00:00				172.127.113.215	0	0	0	177704	B dmotion	447421879	16039-MD-R	16039-MD-R
30	2016-10-01T23:58:34+00:00				205.197.242.20	0	0	0	177704	B dmotion	447421879	16039-MD-R	16039-MD-R

**Figure 9 – Missing Device IDs**

YouAppi, Taptica, and AdAction also failed to pass Device IDs, either at all or in the correct field, for the vast majority of their alleged in-app clicks.

37. Defendant AdAction demonstrated many similar issues to those described above. For instance, in February 2017 Uber discovered a TUNE report showing publisher names (in the column titled, “publisher\_sub\_placement.name”) that did not match up with their corresponding referral URLs (in the column titled “referral\_url”), a clear indication of fraud:

createc	publisher.name	referral_url	publisher_sub_placement.name
2017-02-1	AdAction Interactive	http://100don.smackjeeves.com/comics/1739406/prologue-1	2202_hometaik.com
2017-02-1	AdAction Interactive	http://100percentfedup.com/adele-breaks-best-album-gran	2202_quemas.mamaslatinas.com
2017-02-1	AdAction Interactive	http://100percentfedup.com/adele-breaks-best-album-gran	2202_beauty.microzines.com
2017-02-1	AdAction Interactive	http://100percentfedup.com/adele-breaks-best-album-gran	2202_dailydot.com
2017-02-1	AdAction Interactive	http://100percentfedup.com/adele-breaks-best-album-gran	2202_bitecharge.com
2017-02-1	AdAction Interactive	http://100percentfedup.com/adele-breaks-best-album-gran	2202_vnexpress.net
2017-02-1	AdAction Interactive	http://100percentfedup.com/adele-breaks-best-album-gran	2202_sixsistersstuff.com
2017-02-1	AdAction Interactive	http://100percentfedup.com/arrogant-illegal-alien-voted-5-	2202_babymed.com
2017-02-1	AdAction Interactive	http://100percentfedup.com/arrogant-illegal-alien-voted-5-	2202_nationalreview.com
2017-02-1	AdAction Interactive	http://100percentfedup.com/arrogant-illegal-alien-voted-5-	2202_dailysuperheroes.com
2017-02-1	AdAction Interactive	http://100percentfedup.com/arrogant-illegal-alien-voted-5-	2202_dailysuperheroes.com
2017-02-1	AdAction Interactive	http://100percentfedup.com/arrogant-illegal-alien-voted-5-	2202_beauty.microzines.com
2017-02-1	AdAction Interactive	http://100percentfedup.com/arrogant-illegal-alien-voted-5-	2202_womanista.com
2017-02-1	AdAction Interactive	http://100percentfedup.com/arrogant-illegal-alien-voted-5-	2202_likesharatweet.com
2017-02-1	AdAction Interactive	http://100percentfedup.com/arrogant-illegal-alien-voted-5-	2202_m.mentalfloss.com
2017-02-1	AdAction Interactive	http://100percentfedup.com/arrogant-illegal-alien-voted-5-	2202_freedomdaily.com
2017-02-1	AdAction Interactive	http://100percentfedup.com/arrogant-illegal-alien-voted-5-	2202_kiwireport.com
2017-02-1	AdAction Interactive	http://100percentfedup.com/arrogant-illegal-alien-voted-5-	2202_majorjen.com
2017-02-1	AdAction Interactive	http://100percentfedup.com/arrogant-illegal-alien-voted-5-	2202_samuel-warde.com
2017-02-1	AdAction Interactive	http://100percentfedup.com/arrogant-illegal-alien-voted-5-	2202_opposingviews.com
2017-02-1	AdAction Interactive	http://100percentfedup.com/arrogant-illegal-alien-voted-5-	2202_samuel-warde.com
2017-02-1	AdAction Interactive	http://100percentfedup.com/arrogant-illegal-alien-voted-5-	2202_thehill.com
2017-02-1	AdAction Interactive	http://100percentfedup.com/arrogant-illegal-alien-voted-5-	2202_otherbuzz.com
2017-02-1	AdAction Interactive	http://100percentfedup.com/arrogant-illegal-alien-voted-5-	2202_m.definition.org
2017-02-1	AdAction Interactive	http://100percentfedup.com/arrogant-illegal-alien-voted-5-	2202_womanista.com
2017-02-1	AdAction Interactive	http://100percentfedup.com/arrogant-illegal-alien-voted-5-	2202_expandedconsciousness.com
2017-02-1	AdAction Interactive	http://100percentfedup.com/bravo-gay-legal-immigrant-de-	2202_beauty.microzines.com

**Figure 10 – Mismatching Placement Names**

38. Defendants stole credit for organic installs of the Uber App and Uber App installs that were attributable to other sources. Defendants squandered millions of Uber’s dollars on nonexistent, nonviewable, and/or fraudulent advertising.

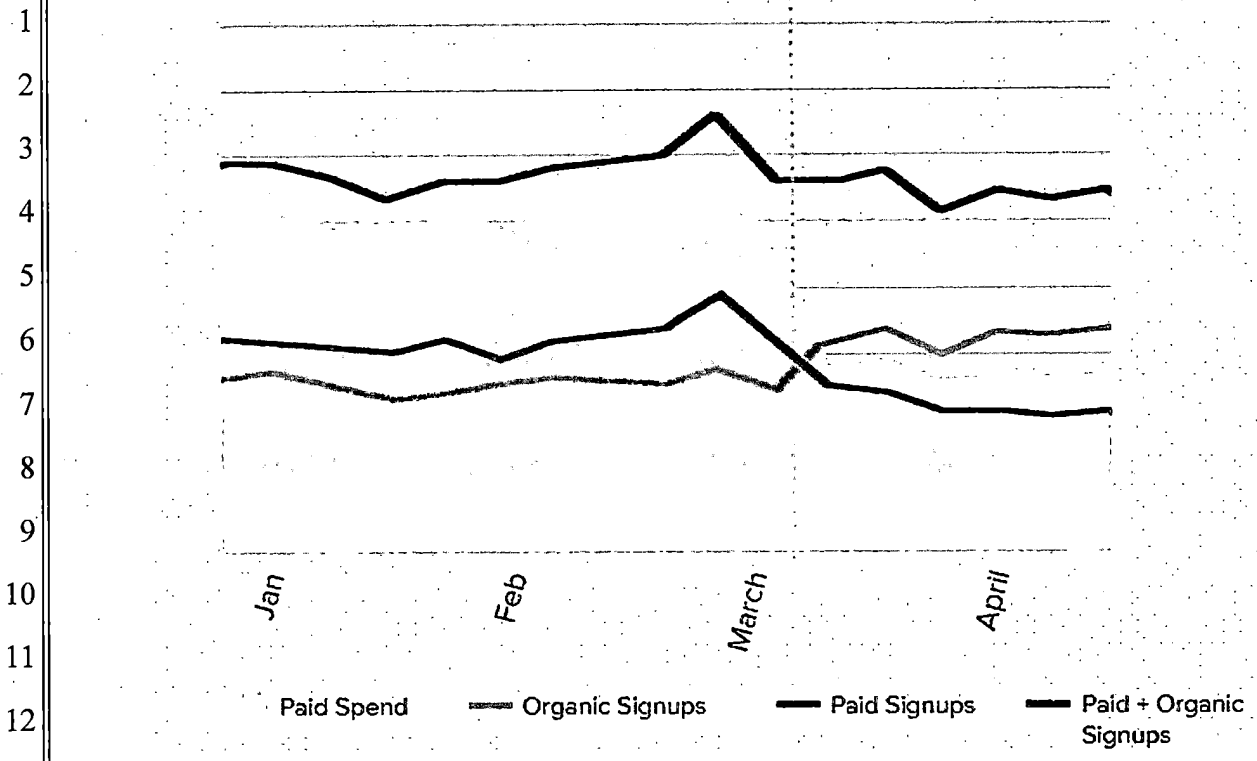
39. Uber was diligent in overseeing Defendants’ work for Uber, including by devoting an internal team to oversee and monitor the program. Uber’s diligence included review of approximately 60 transparency reports, dozens of in-person meetings with its mobile advertising agents, and insistence on full transparency on the part of its networks and publishers.

40. Despite Uber’s diligence, and as a result of Defendants’ active concealment of the true nature of their work for Uber, it was not until early 2017 that Uber became aware of the pervasive fraud in the Uber Campaign, in part as a result of complaints from the public regarding Uber ads appearing on mobile websites that Uber had previously requested Defendants block from participating in the Uber Campaign. Uber’s investigation into that particular issue suggested

1 deceptive naming was to blame. Specifically, the network-reported name of the websites and mobile  
2 applications where Uber ads purportedly appeared did not match the actual URL accessed. For  
3 example, Taptica placed Uber ads on Breitbart.com, despite the fact that Uber had instructed that no  
4 ads be placed on that website, but did not report any placements on Breitbart to Uber.

5 41. In early March 2017, Defendant AdAction acknowledged in an email to Uber that its  
6 offerings “lack[ed] the transparency and control” that Uber required. Due to this acknowledged lack  
7 of transparency and control, AdAction voluntarily paused all placements of Uber ads.

8 42. Just before Uber suspended the entire Uber Campaign in March 2017, which included  
9 payments to Defendants, Uber was spending millions of dollars per week on mobile inventory  
10 purportedly attributable to hundreds of thousands (even millions) of Uber App installs per week.  
11 Had the ads been legitimate, one would expect to see a substantial drop in installations when mobile  
12 advertising was suspended. Instead, when Uber suspended the Uber Campaign, there was no  
13 material drop in total installations. Rather, the number of installations supposedly attributable to  
14 mobile advertising (i.e., “paid signups”) decreased significantly, while the number of organic  
15 installations rose by a nearly equal amount. This indicated that a significant percentage of the  
16 installations believed to be attributable to advertising were in fact stolen organic installations. In  
17 other words, these installations would have occurred regardless of advertising. Instead, Defendants  
18 and the other networks or publishers in the Uber Campaign fraudulently reported the last click  
19 attribution to claim attribution credit and were paid for the installation.  
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**Figure 11 - Effect of Uber Campaign Pause: Campaign Signups Replaced by Organic Signups**

**C. Current Status**

43. Since 2015 Uber paid out roughly \$70 million for mobile advertising allegedly placed by Defendants. Uber is informed and believes that a material percentage of that amount was used by Defendants to place nonexistent, nonviewable, and/or fraudulent mobile inventory.

44. Since learning of the extent of the fraud in the Uber Campaign, Uber has withheld approximately \$10 million in payments to Defendants related to U.S. mobile advertising. Uber is informed and believes that a material percentage of the \$10 million was used by Defendants to place nonexistent, nonviewable and/or fraudulent mobile inventory.

45. Had Uber known of the extent of Defendants' fraud earlier, it would have taken steps to mitigate its harm, including but not limited to denying approval to purchase mobile inventory from Defendants; obtaining remediation for fraudulent advertising and/or reporting; and/or terminating its relationship with Defendants.



1 53. Defendants' representations and omissions were intentional, malicious, oppressive, or  
2 fraudulent, and give rise to liability for punitive damages according to proof at trial.

3 **Second Cause of Action**

4 **Negligence**

5 **(Against All Defendants)**

6 54. Uber incorporates all of the above paragraphs as though fully set forth herein.

7 55. At all relevant times Defendants knew or should have known that Uber's mobile  
8 advertising was intended to drive installations of the App and that Uber would pay only for ads  
9 actually attributable to installation.

10 56. Defendants had a duty to use such skill, prudence, and diligence as a reasonable ad  
11 network.

12 57. As more fully described above, Defendants breached their duty by engaging in  
13 attribution fraud in order to mislead and misrepresent the volume of Uber App installations  
14 attributable to mobile advertising and thereby increase the payments purportedly owed by Uber to  
15 Defendants, and by failing to properly monitor their partner/affiliate networks and publishers.

16 58. As the actual and proximate result of Defendants' breach of their duty, Uber has  
17 suffered monetary damages in an amount to be determined according to proof, with pre- and post-  
18 judgment interest at the highest rate permitted by law.

19 **Third Cause of Action**

20 **Unfair Competition, Cal. Bus. & Prof. Code §§ 17200, et seq.**

21 **(Against All Defendants)**

22 59. Uber incorporates all of the above paragraphs as though fully set forth herein.

23 60. Defendants engaged in unlawful, unfair and fraudulent business acts and practices.  
24 Such acts and practices include, but are not limited to, concealing from Uber the true source of its  
25 inventory.

26 61. Defendants' business acts and practices were unlawful as described above.

27 62. Defendants' business acts and practices were fraudulent in that a reasonable person  
28 would likely be deceived by their material misrepresentations and omissions.



ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, Street number, and address):  
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TELEPHONE NO.: +1 415 543 8700 FAX NO.: +1 415 391 8269  
ATTORNEY FOR (Name): Plaintiff Uber Technologies, Inc.

FOR COURT USE ONLY

**FILED**

Superior Court of California  
County of San Francisco

JUN 05 2019

CLERK OF THE COURT  
BY: Amal J. Suresh  
Deputy Clerk

SUPERIOR COURT OF CALIFORNIA, COUNTY OF **San Francisco**  
STREET ADDRESS: 400 McAllister Street  
MAILING ADDRESS: 400 McAllister Street  
CITY AND ZIP CODE: San Francisco, CA 94102  
BRANCH NAME: Civic Center Courthouse

CASE NAME: Uber Technologies, Inc. v. Hydrane SAS, et al.

**CIVIL CASE COVER SHEET**  
 **Unlimited** (Amount demanded exceeds \$25,000)  **Limited** (Amount demanded is \$25,000 or less)  
**Complex Case Designation**  
 **Counter**  **Joinder**  
Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER:  
**000-19-576493**  
DEPT:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:
- |   |  |  |
|---|--|--|
| <b>Auto Tort</b><br><input type="checkbox"/> Auto (22)<br><input type="checkbox"/> Uninsured motorist (46)<br><b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b><br><input type="checkbox"/> Asbestos (04)<br><input type="checkbox"/> Product liability (24)<br><input type="checkbox"/> Medical malpractice (45)<br><input type="checkbox"/> Other PI/PD/WD (23)<br><b>Non-PI/PD/WD (Other) Tort</b><br><input type="checkbox"/> Business tort/unfair business practice (07)<br><input type="checkbox"/> Civil rights (08)<br><input type="checkbox"/> Defamation (13)<br><input checked="" type="checkbox"/> Fraud (16)<br><input type="checkbox"/> Intellectual property (19)<br><input type="checkbox"/> Professional negligence (25)<br><input type="checkbox"/> Other non-PI/PD/WD tort (35)<br><b>Employment</b><br><input type="checkbox"/> Wrongful termination (36)<br><input type="checkbox"/> Other employment (15) | <b>Contract</b><br><input type="checkbox"/> Breach of contract/warranty (06)<br><input type="checkbox"/> Rule 3.740 collections (09)<br><input type="checkbox"/> Other collections (09)<br><input type="checkbox"/> Insurance coverage (18)<br><input type="checkbox"/> Other contract (37)<br><b>Real Property</b><br><input type="checkbox"/> Eminent domain/Inverse condemnation (14)<br><input type="checkbox"/> Wrongful eviction (33)<br><input type="checkbox"/> Other real property (26)<br><b>Unlawful Detainer</b><br><input type="checkbox"/> Commercial (31)<br><input type="checkbox"/> Residential (32)<br><input type="checkbox"/> Drugs (38)<br><b>Judicial Review</b><br><input type="checkbox"/> Asset forfeiture (05)<br><input type="checkbox"/> Petition re: arbitration award (11)<br><input type="checkbox"/> Writ of mandate (02)<br><input type="checkbox"/> Other judicial review (39) | <b>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)</b><br><input type="checkbox"/> Antitrust/Trade regulation (03)<br><input type="checkbox"/> Construction defect (10)<br><input type="checkbox"/> Mass tort (40)<br><input type="checkbox"/> Securities litigation (28)<br><input type="checkbox"/> Environmental/Toxic tort (30)<br><input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41)<br><b>Enforcement of Judgment</b><br><input type="checkbox"/> Enforcement of judgment (20)<br><b>Miscellaneous Civil Complaint</b><br><input type="checkbox"/> RICO (27)<br><input type="checkbox"/> Other complaint (not specified above) (42)<br><b>Miscellaneous Civil Petition</b><br><input type="checkbox"/> Partnership and corporate governance (21)<br><input type="checkbox"/> Other petition (not specified above) (43) |
|---|--|--|

2. This case  is  is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- |   |  |
|---|--|
| a. <input checked="" type="checkbox"/> Large number of separately represented parties   | d. <input checked="" type="checkbox"/> Large number of witnesses   |
| b. <input checked="" type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input checked="" type="checkbox"/> Substantial amount of documentary evidence   | f. <input type="checkbox"/> Substantial postjudgment judicial supervision  |
3. Remedies sought (check all that apply): a.  monetary b.  nonmonetary; declaratory or injunctive relief c.  punitive
4. Number of causes of action (specify):
5. This case  is  is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: June 5, 2019  
Seth Herring  
(TYPE OR PRINT NAME)

[Signature]  
(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

**NOTICE**

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.



## INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

**To Plaintiffs and Others Filing First Papers.** If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

**To Parties in Rule 3.740 Collections Cases.** A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

**To Parties in Complex Cases.** In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

## CASE TYPES AND EXAMPLES

## Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death  
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

## Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)  
Asbestos Property Damage  
Asbestos Personal Injury/Wrongful Death  
Product Liability (*not asbestos or toxic/environmental*) (24)  
Medical Malpractice (45)  
Medical Malpractice—Physicians & Surgeons  
Other Professional Health Care Malpractice  
Other PI/PD/WD (23)  
Premises Liability (e.g., slip and fall)  
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)  
Intentional Infliction of Emotional Distress  
Negligent Infliction of Emotional Distress  
Other PI/PD/WD

## Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)  
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)  
Defamation (e.g., slander, libel) (13)  
Fraud (16)  
Intellectual Property (19)  
Professional Negligence (25)  
Legal Malpractice  
Other Professional Malpractice (*not medical or legal*)  
Other Non-PI/PD/WD Tort (35)

## Employment

Wrongful Termination (36) Other Employment (15)

## Contract

Breach of Contract/Warranty (06)  
Breach of Rental/Lease Contract (*not unlawful detainer or wrongful eviction*)  
Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)  
Negligent Breach of Contract/Warranty  
Other Breach of Contract/Warranty  
Collections (e.g., money owed, open book accounts) (09)  
Collection Case—Seller Plaintiff  
Other Promissory Note/Collections Case  
Insurance Coverage (*not provisionally complex*) (18)  
Auto Subrogation  
Other Coverage  
Other Contract (37)  
Contractual Fraud  
Other Contract Dispute

## Real Property

Eminent Domain/Inverse Condemnation (14)  
Wrongful Eviction (33)  
Other Real Property (e.g., quiet title) (26)  
Writ of Possession of Real Property  
Mortgage Foreclosure  
Quiet Title  
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

## Unlawful Detainer

Commercial (31)  
Residential (32)  
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

## Judicial Review

Asset Forfeiture (05)  
Petition Re: Arbitration Award (11)  
Writ of Mandate (02)  
Writ—Administrative Mandamus  
Writ—Mandamus on Limited Court Case Matter  
Writ—Other Limited Court Case Review  
Other Judicial Review (39)  
Review of Health Officer Order  
Notice of Appeal—Labor  
Commissioner Appeals

## Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)  
Construction Defect (10)  
Claims Involving Mass Tort (40)  
Securities Litigation (28)  
Environmental/Toxic Tort (30)  
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

## Enforcement of Judgment

Enforcement of Judgment (20)  
Abstract of Judgment (Out of County)  
Confession of Judgment (*non-domestic relations*)  
Sister State Judgment  
Administrative Agency Award (*not unpaid taxes*)  
Petition/Certification of Entry of Judgment on Unpaid Taxes  
Other Enforcement of Judgment Case

## Miscellaneous Civil Complaint

RICO (27)  
Other Complaint (*not specified above*) (42)  
Declaratory Relief Only  
Injunctive Relief Only (*non-harassment*)  
Mechanics Lien  
Other Commercial Complaint Case (*non-tort/non-complex*)  
Other Civil Complaint (*non-tort/non-complex*)

## Miscellaneous Civil Petition

Partnership and Corporate Governance (21)  
Other Petition (*not specified above*) (43)  
Civil Harassment  
Workplace Violence  
Elder/Dependent Adult Abuse  
Election Contest  
Petition for Name Change  
Petition for Relief From Late Claim  
Other Civil Petition