

IN THE SUPREME COURT OF THE STATE OF NEVADA

Supreme Court Case No. 82556

Uber Technologies, Inc.; Rasier, LLC;
and Rasier-CA, LLC,
Appellants

Electronically Filed
Jul 15 2021 06:29 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

v.

Megan Royz;
and Andrea Eileen Work,
Respondents

Appeal
Eighth Judicial District Court
Case No. A-20-810843-C

**APPELLANTS' APPENDIX
VOLUME 4**

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CHRONOLOGICAL INDEX

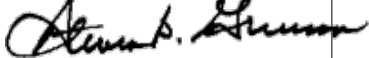
No.	Description	Vol. No.	Bates No.
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3.	Affidavit of Service re: Mark Anthony Jacobs	1	0018
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10 **DISTRICT COURT**

11 **CLARK COUNTY, NEVADA**

13 MEGAN ROYZ, an individual; and ANDREA
14 EILEEN WORK, an individual,

15 Plaintiffs,

16 vs.

17 MARK ANTHONY JACOBS, an individual,
18 MARCO ANTONIO HEREDIA-ESTRADA,
19 an individual, UBER TECHNOLOGIES, INC.,
20 a corporation; RAISER, LLC., a corporation,
21 RAISER-CA, LLC, an individual; DOES 1
through 10 and ROE Corporations 1 through 10,
Inclusive,

Defendants.

Case No.: A-20-810843-C

Dept. No.: XVI

**NOTICE OF ENTRY OF ORDER
DENYING DEFENDANTS UBER
TECHNOLOGIES, INC., RAISER, LLC,
RASIER-CA, LLC'S AND MARK
ANTHONY JACOBS' JOINDER TO,
MOTION TO COMPEL ARBITRATION
AND STAY ACTION**

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1 PLEASE TAKE NOTICE that an Order Denying Defendants Uber Technologies, Inc.,
2 Raiser, LLC, Rasier-CA, LLC's And Mark Anthony Jacobs' Joinder To, Motion To Compel
3 Arbitration And Stay Action was entered on October 16, 2020, in this matter. A copy is attached
4 hereto.

5 Dated this 29th day of January, 2021.

6 WEINBERG, WHEELER, HUDGINS,
7 GUNN & DIAL, LLC

8 /s/ Ryan T. Gormley

9 D. Lee Roberts, Jr., Esq.

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16 *Rasier, LLC, and Rasier-CA, LLC*



CERTIFICATE OF SERVICE

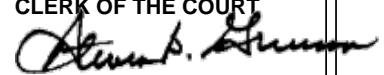
I hereby certify that on the 29th day of January, 2021, a true and correct copy of the foregoing **NOTICE OF ENTRY OF ORDER DENYING DEFENDANTS UBER TECHNOLOGIES, INC., RAISER, LLC, RASIER-CA, LLC'S AND MARK ANTHONY JACOBS' JOINDER TO, MOTION TO COMPEL ARBITRATION AND STAY ACTION** was electronically filed and served on counsel through the Court's electronic service system pursuant to Administrative Order 14-2 and N.E.F.C.R. 9, via the electronic mail addresses noted below, unless service by another method is stated or noted:

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IN THE EIGHT JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

MEGAN ROYZ; and ANDREA EILEEN WORK, CASE NO. : A-20-810843-C
DEPT. NO.: 16

Plaintiff,

v.

MARK ANTHONY JACOBS; MARCO
ANTONIO HEREDIA-ESTRADA; UBER
TECHNOLOGIES, INC.; RAISER, LLC; RAISER-
CA, LLC; DOES I-X, and ROE CORPORATIONS
I-X, inclusive,

Defendants.

**ORDER DENYING DEFENDANTS UBER
TECHNOLOGIES, INC., RASIER, LLC,
RASIER-CA, LLC'S, AND MARK
ANTHONY JACOBS' JOINDER TO,
MOTION TO COMPEL ARBITRATION
AND STAY ACTION**

**ORDER DENYING DEFENDANTS' MOTION TO COMPEL ARBITRATION AND
STAY ACTION**

Defendants Uber Technologies, Inc., Rasier, LLC., Rasier-CA, LLC.'s, and Defendant Mark Anthony Jacobs' joinder to, Motion to Compel Arbitration and Stay Action came on for hearing on July 16, 2020, at the hour of 9:00 a.m., before Department XVI, the Honorable Judge Timothy Williams, presiding.

Attorneys Karen Bashor of Wilson, Elser, Moskowitz, Edelman & Dicker, LLP. appeared on behalf of Defendants Uber Technologies, Inc., Rasier, LLC., Rasier-CA, LLC. Attorney Melissa

1 Ingleby of Bremer, Whyte, Brown & O'Meara, LLP. appeared on behalf of Defendant Mark
2 Anthony Jacobs. Attorney Trevor Quirk of Quirk Law Firm, appeared on behalf of Plaintiffs Megan
3 Royz and Andrea Work.

4 After review of the papers and pleadings on file, and having heard oral arguments from
5 the attorneys during the hearing, the Court makes the following Findings of Fact and Conclusions
6 of Law:

7 **FINDINGS OF FACT AND PROCEDURAL HISTORY**

8
9 1. Plaintiffs Megan Royz ("Royz") and Eileen Work ("Work") ("PLAINTIFFS") filed
10 their Complaint on February 20, 2018 against Defendants Marco Antonio Herida-Estrada
11 ("Estrada"), Mark Anthony Jacobs' ("Jacobs"), Uber Technologies, Inc., Rasier, LLC, and Rasier-
12 CA, LLC, as a result of alleged personal injuries they sustained in a February 22, 2018 automobile
13 collision. At the time of the collision, Plaintiffs were riding as Uber passengers in Defendant
14 Estrada's vehicle. Defendant Jacobs, who was also operating as an Uber driver at the time of the
15 incident, made a U-turn in front of Estrada resulting in a crash between the Estrada and Jacobs
vehicles and causing Plaintiffs alleged personal injuries.

16 2. Prior to February 22, 2018, PLAINTIFFS created accounts with Defendant Uber
17 Technologies, Inc's smart-phone application ("UBER app"). On February 22, 2018, prior to the
18 collision, Ms. Work used the UBER app to arrange and pay for transportation with Mr. Estrada
19 for herself and Ms. Royz.

20 3. Uber Technologies, Inc. and its affiliates ("Uber") are software companies who
21 develop proprietary software and create digital marketplaces that are operated through app-based
22 platforms. The first and most widely known marketplace the company built is for consumers, like
23 Ms. Work and Ms. Royz, to connect with drivers offering transportation services, commonly known
24 as the Uber App.¹ The Uber App connects drivers with individuals needing transportation services.
25 RASIER, LLC and its affiliated companies are wholly-owned subsidiaries of UBER
26 TECHNOLOGIES, INC. engaged in the business of providing lead generation services to providers

27 ¹ See Exhibit 1, Declaration of RYAN BUOSCIO, Senior Legal Program Manager, p. 2, paragraphs 4, attached to
28 Defendants' Motion to Compel Arbitration and to Stay Action filed June 11, 2020.

1 of transportation services through the Rider marketplace, using the Driver version of the Uber App
2 (“Driver App”).²

3 4. According to Defendants, individuals seeking transportation services download the
4 rider version of the Uber App. After the rider completes all necessary steps required to access the
5 Uber App, the Uber App enables the rider and drivers to connect.

6 5. Ms. Work registered for the Uber App on March 27, 2015, Ms. Royz registered on
7 November 30, 2016.³ ALEX PEREZ, a software engineer with UBER, described Ms. Work’s
8 registration process within Paragraph 4 of his Declaration.⁴

9
10 (a) After successfully downloading the Rider App, the user is given the option to “Sign
11 In” or Register”. Uber records indicate this user selected “Register”, where they would
12 have been taken to the next screen titled “Create An Account” with a prompt “Don’t
13 Allow” or “Allow” for Uber access to the user’s location while using the Rider App, the
14 user is then prompted on the same screen to enter an email address, mobile number and a
password or connect with Facebook. After entering the requested information on the
screen, the word “NEXT” is enabled and lights up in the upper right hand corner of the
screen. The user clicks “NEXT to advance to the next screen. The screenshots of these
screens are attached as **Exhibit F**.⁵

15 (c) On the final screen, titled “Link Payment”, the user is prompted to enter
16 payment information by entering credit card information or by clicking a *PayPal* button.
17 The following notice is visibly displayed on this screen at the bottom of the screen with no
18 need to scroll down to view it: “By creating an Uber account, you agree to the Terms &
19 Conditions and Privacy Policy.” The phrase “Terms & Conditions and Privacy Policy” is
20 displayed in a box and in gray text, all of which sets the text apart from other text on the
screen and indicates a hyperlink. When a user clicks the link, he is taken to a screen that
contains clickable buttons titled “Terms & Conditions” and “Privacy Policy,” which when
clicked would have displayed the Terms & Conditions and Privacy Policy then in effect.
A screenshot of the “Link Payment” screen is attached as **Exhibit H**.⁶

21 6. According to Defendants, Ms. Work received an email on November 14, 2016,
22
23

24 ² *Id.*, paragraph 5.

25 ³ See Exhibit 1, Declaration of RYAN BUOSCIO, Senior Legal Program Manager, p. 2, paragraphs 4, attached to
26 Defendants’ Motion to Compel Arbitration and to Stay Action filed June 11, 2020; and Exhibit 2, Declaration of
RYAN BUOSCIO, Senior Legal Program Manager, p. 2, paragraphs 9, attached to Defendants’ Motion to Compel
Arbitration and to Stay Action filed June 11, 2020.

27 ⁴ See Exhibit 3, Declaration of ALEX PEREZ, Software Engineer, p. 2, paragraphs 4, attached to Defendants’
Motion to Compel Arbitration and to Stay Action filed June 11, 2020.

28 ⁵ *Id.*, paragraph 5 (a)

⁶ *Id.*, paragraph 5 (c)

1 with the subject line “We’ve Updated Our Terms of Use” that provided notice of updates to the
2 Uber Apps’ Terms & Conditions.⁷ This email stated “[o]ur updated Terms are effective as of
3 November 21, 2016, so please make sure to read them fully.”⁸ The Terms were available via
4 hyperlink from the email.⁹

5 7. According to Defendants, Ms. Royz created an account on November 30, 2016,
6 the process for creating an Uber account via the Uber website required potential Riders to input
7 the following data in fields contained on a single webpage: email, password, first name, last name,
8 mobile number, language, and promotion code (if any). Upon completing these fields, Riders
9 would then register for an account by clicking the blue “Create Account” button at the bottom of
10 the webpage. Below the “Create Account” button, Riders were informed: “By clicking “Create
11 Account”, you agree to Uber’s Terms and Conditions and Privacy Policy”.¹⁰

12 Pertinent terms of the November 2016 Terms and Conditions received by both Plaintiffs
13 are outlined below:¹¹

14 **1. Contractual Relationship**

15 These Terms of Use (“Terms”) govern your access or use, from within the United States
16 and its territories and possessions, of the applications, websites, content, products and
17 services (the “Services,” as more fully defined below in Section 3) made available in the
18 United States and its territories and possessions by Uber USA, LLC and its parents,
19 subsidiaries, representatives, affiliates, officers and directors (collectively, “Uber”).
PLEASE READ THESE TERMS CAREFULLY AS THEY CONSTITUTE A LEGAL
20 AGREEMENT BETWEEN YOU AND UBER. In these Terms, the words “including”
21 and “include” mean “including, but not limited to.”

22 ⁶ *Id.*, paragraph 5 (c)

23 ⁷ See Exhibit 1, Declaration of RYAN BUOSCIO, Senior Legal Program Manager, p. 3, paragraphs 11 and 12,
24 attached to Defendants’ Motion to Compel Arbitration and to Stay Action filed June 11, 2020.

25 ⁸ See Exhibit 1, Declaration of RYAN BUOSCIO, Senior Legal Program Manager, p. 3, paragraphs 11 and 12, attached
26 to Defendants’ Motion to Compel Arbitration and to Stay Action filed June 11, 2020.

27 ⁹ See Exhibit 1 Declaration of RYAN BUOSCIO, Senior Legal Program Manager), Exhibit 1-D page 2 attached to
28 Defendants’ Motion to Compel Arbitration and to Stay Action filed June 11, 2020.

¹⁰ See Exhibit 1, Declaration of RYAN BUOSCIO, Senior Legal Program Manager, p. 3, paragraphs 11 and 12,
attached to Defendants’ Motion to Compel Arbitration and to Stay Action filed June 11, 2020.

¹¹ See Exhibit 2, Declaration of RYAN BUOSCIO, Senior Legal Program Manager, p. 3, paragraphs 11 and 12,
attached to Defendants’ Motion to Compel Arbitration and to Stay Action filed June 11, 2020.
Declaration of RYAN BUOSCIO, Senior Legal Program Manager), Exhibit 1-E; Exhibit 2
Declaration of RYAN BUOSCIO, Senior Legal Program Manager), Exhibit 1-E attached to Defendants’ Motion to
Compel Arbitration and to Stay Action filed June 11, 2020.

1 8 See Exhibit 1 Declaration of RYAN BUOSCIO, Senior Legal Program Manager), Exhibit 1-D page 2 attached to
2 Defendants' Motion to Compel Arbitration and to Stay Action filed June 11, 2020.

3 ORDER

4 4

5 By accessing or using the Services, you confirm your agreement to be bound by these
6 Terms. If you do not agree to these Terms, you may not access or use the Services. These
7 Terms expressly supersede prior agreements or arrangements with you. Uber may
8 immediately terminate these Terms or any Services with respect to you, or generally cease
9 offering or deny access to the Services or any portion thereof, at any time for any reason.

10 **IMPORTANT: PLEASE REIEW THE ARBITRATION AGREEMENT SET
11 FORTH BELOW CAREFULLY, AS IT WILL REQUIRE YOU TO RESOLVE
12 DISPUTES WITH UBER ON AN INDIVIDUAL BASIS THROUGH FINAL AND
13 BINDING ARBITRATION. BY ENTERING THIS AGREEMENT, YOU
14 EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND
15 ALL OF THE TERMS OF THIS AGREEMENT AND HAVE TAKEN TIME TO
16 CONSIDER THE CONSEQUENCES OF THIS IMPORTANT DECISION.**

17 ...

18 2. Arbitration Agreement

19 By agreeing to the Terms, you agree that you are required to resolve any claim that
20 you may have against Uber on an individual basis in arbitration, as set forth in this
21 Arbitration Agreement. This will preclude you from bringing any class, collective, or
22 representative action against Uber, and also preclude you from participating in or
23 recovering relief under any current or future class, collective, consolidated, or
24 representative action brought against Uber by someone else.

25 Agreement to Binding Arbitration Between You and Uber.

26 You and Uber agree that any dispute, claim or controversy arising out of or relating to (a)
27 these Terms or the existence, breach, termination, enforcement, interpretation or validity
28 thereof, or (b) your access to or use of the Services at any time, whether before or after the
date you agreed to the Terms, will be settled by binding arbitration between you and Uber,
and not in a court of law.

You acknowledge and agree that you and Uber are each waiving the right to a trial by jury
or to participate as a plaintiff or class member in any purported class action or
representative proceeding. Unless both you and Uber otherwise agree in writing, any
arbitration will be conducted only on an individual basis and not in a class, collective,
consolidated, or representative proceeding. However, you and Uber each retain the right to
bring an individual action in small claims court and the right to seek injunctive or other
equitable relief in a court of competent jurisdiction to prevent the actual or threatened
infringement, misappropriation or violation of a party's copyrights, trademarks, trade
secrets, patents or other intellectual property rights.

...

3. The Services

1 The Services comprise mobile applications and related services (each, an “Application”),
2 which enable users to arrange and schedule transportation, logistics and/or delivery services
3 and/or to purchase certain goods, including with third party providers of such services and
4 goods under agreement with Uber or certain of Uber’s affiliates (“Third party Providers”).
5 In certain instances the Services may also include an option to receive transportation,
6 logistics and/or delivery services for an upfront price, subject to acceptance by the
7 respective Third Party Providers. Unless otherwise agreed by Uber in a separate written
8 agreement with you, the Services are made available solely for your personal
9 noncommercial use. YOU ACKNOWLEDGE THAT YOUR ABILITY TO OBTAIN
10 TRANSPORTATION, LOGISTICS, AND/OR DELIVER SERVICES THROUGH THE
11 USE OF THE SERVICES DOES NOT ESTABLISH UBER AS A PROVIDER OF
12 TRANSPORTATION, LOGISTICS OR DELIVERY SERVICES OR AS A
13 TRANSPORTATION CARRIER.

14 (Emphasis in original).

15 8. On June 11, 2020, Defendants filed a Motion to Compel Arbitration of the motor
16 vehicle collision, contending “[s]ince it is undisputed that both Plaintiffs’ claimed injuries arise out
17 of his (sic) use of Uber’s services, Plaintiffs’ allegations are governed by the Arbitration
18 Agreement.” (11:10-11).

19 9. On June 25, 2020, Plaintiffs opposed Defendant’s Motion to Compel Arbitration
20 contending Ms. Royz did not use the App to request a ride and the Uber App did not compel
21 arbitration of personal injury disputes resulting from motor vehicle collisions. Lastly, with respect
22 to Mr. Jacobs Joinder in the Motions Plaintiffs were passengers in Mr. Estrada’s vehicle, not Mr.
23 Jacobs’ vehicle, and therefore Plaintiffs’ contend the alleged arbitration provision does not apply
24 to him.

25 CONCLUSIONS OF LAW

26 1. Although the U.S. Supreme Court has long recognized and enforced a liberal federal
27 policy favoring arbitration agreement, it has clearly carved out an exception where the dispute
28 focuses on whether the parties have submitted a particular dispute to arbitration. *See Howsam v.*
Dean Witter Reynolds, Inc., 537 U.S. 79, 83 (2002). Such a determination is “an issue for
judicial determination unless the parties clearly and unmistakably provide otherwise.” *Id.*
quoting *AT & T Technologies, Inc v. Communications Workers*, 475 U.S. 643, 649 (1986). A

1 court must determine whether a party has agreed to submit a particular dispute to arbitration
2 before requiring a party to submit to arbitration. *Id.*

3 2. In the instant matter, Section 6 states: “You agree that any dispute, claim or controversy
4 arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or
5 validity thereof or the use of the Services (collectively, “*Disputes*”) will be settled by binding
6 arbitration between you and Uber....” The Court finds that the arbitration clause focuses on the
7 terms of service under the contract—not motor vehicle accidents. Because the arbitration
8 provision does not clearly or unmistakably provide that the parties have agreed to submit a motor
9 vehicle dispute to arbitration, this Court determines the issue. Accordingly, after reviewing the
10 contract, the Court does not find that the parties have waived their rights to a civil trial in favor of
11 arbitration, for a motor vehicle accident dispute. Further, Plaintiff Megan Royz did not use the
12 Uber App to request transportation. Thus, Plaintiff Royz did not enter into a contract that could
13 compel her claims to arbitration. Consequently, the **Defendant’s** Motion to Compel Arbitration
14 and Stay Action as well as Defendant Mark Anthony Jacob's Joinder is **DENIED**.

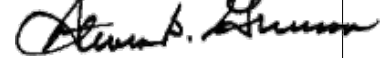
15 IT IS SO ORDERED

16 DATED this 16th day of October, 2020.

17
18 
DISTRICT COURT JUDGE ZJ

19 Submitted by:
20 WILSON, ELSER, MOSKOWITZ,
21 EDELMAN & DICKER LLP

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16 **DISTRICT COURT**

17 **CLARK COUNTY, NEVADA**

18 MEGAN ROYZ, an individual; and ANDREA
19 EILEEN WORK, an individual,

20 Plaintiffs,

21 vs.

22 MARK ANTHONY JACOBS, an individual,
23 MARCO ANTONIO HEREDIA-ESTRADA,
24 an individual, UBER TECHNOLOGIES, INC.,
25 a corporation; RAISER, LLC., a corporation,
26 RAISER-CA, LLC, an individual; DOES 1
through 10 and ROE Corporations 1 through 10,
Inclusive,

Defendants.

Case No.: A-20-810843-C
Dept. No.: XVI

**DEFENDANTS UBER TECHNOLOGIES,
INC., RASIER, LLC, AND RASIER-CA,
LLC'S NOTICE OF APPEAL**

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28 ///



1 Please take notice that Defendants Uber Technologies, Inc., Rasier, LLC, and Rasier-CA,
2 LLC hereby appeal to the Supreme Court of Nevada from:

3 1. Order Denying Defendants Uber Technologies, Inc., Raiser, LLC, Rasier-CA,
4 LLC and Mark Anthony Jacobs' Joinder to, Motion to Compel Arbitration and Stay Action, filed
5 October 16, 2020, notice of entry of which was served electronically on January 29, 2021 (**Ex.**
6 **1**).

7 2. Order Denying Defendants Uber Technologies, Inc., Raiser, LLC, and Raiser-CA,
8 LLC's Motion to Reconsider the Court's Order Denying Defendants Motion to Compel
9 Arbitration and Stay Action, filed January 21, 2021, notice of entry of which was served
10 electronically on January 29, 2021 (**Ex. 2**).

11 3. All rulings and interlocutory orders made appealable by any of the foregoing.
12

13 DATED: February 24, 2021.

14 WEINBERG, WHEELER, HUDGINS,
15 GUNN & DIAL, LLC

16 /s/ Ryan T. Gormley

17 D. Lee Roberts, Jr., Esq.
18 Ryan T. Gormley, Esq.
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*Attorneys for Defendants Uber Technologies, Inc.,
Rasier, LLC, and Rasier-CA, LLC*

CERTIFICATE OF SERVICE

I hereby certify that on the 24th day of February, 2021, a true and correct copy of the foregoing **DEFENDANTS UBER TECHNOLOGIES, INC., RASIER, LLC, AND RASIER-CA, LLC'S NOTICE OF APPEAL** was electronically filed and served on counsel through the Court's electronic service system pursuant to Administrative Order 14-2 and N.E.F.C.R. 9, via the electronic mail addresses noted below, unless service by another method is stated or noted:

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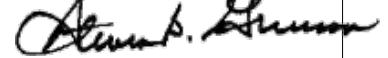
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EXHIBIT 1

EXHIBIT 1



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14 *Attorneys for Defendants*

15 *Uber Technologies, Inc., Rasier, LLC, and Rasier-CA, LLC*

16 **DISTRICT COURT**

17 **CLARK COUNTY, NEVADA**

18 MEGAN ROYZ, an individual; and ANDREA
19 EILEEN WORK, an individual,

20 Plaintiffs,

21 vs.

22 MARK ANTHONY JACOBS, an individual,
23 MARCO ANTONIO HEREDIA-ESTRADA,
24 an individual, UBER TECHNOLOGIES, INC.,
25 a corporation; RAISER, LLC., a corporation,
26 RAISER-CA, LLC, an individual; DOES 1
27 through 10 and ROE Corporations 1 through 10,
28 Inclusive,

Defendants.

Case No.: A-20-810843-C

Dept. No.: XVI

**NOTICE OF ENTRY OF ORDER
DENYING DEFENDANTS UBER
TECHNOLOGIES, INC., RAISER, LLC,
RASIER-CA, LLC'S AND MARK
ANTHONY JACOBS' JOINDER TO,
MOTION TO COMPEL ARBITRATION
AND STAY ACTION**

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1 PLEASE TAKE NOTICE that an Order Denying Defendants Uber Technologies, Inc.,
2 Raiser, LLC, Rasier-CA, LLC's And Mark Anthony Jacobs' Joinder To, Motion To Compel
3 Arbitration And Stay Action was entered on October 16, 2020, in this matter. A copy is attached
4 hereto.

5 Dated this 29th day of January, 2021.

6 WEINBERG, WHEELER, HUDGINS,
7 GUNN & DIAL, LLC

8 /s/ Ryan T. Gormley

9 D. Lee Roberts, Jr., Esq.

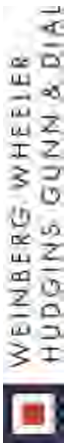
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CERTIFICATE OF SERVICE

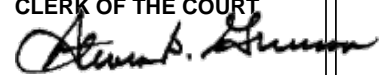
I hereby certify that on the 29th day of January, 2021, a true and correct copy of the foregoing **NOTICE OF ENTRY OF ORDER DENYING DEFENDANTS UBER TECHNOLOGIES, INC., RAISER, LLC, RASIER-CA, LLC'S AND MARK ANTHONY JACOBS' JOINDER TO, MOTION TO COMPEL ARBITRATION AND STAY ACTION** was electronically filed and served on counsel through the Court's electronic service system pursuant to Administrative Order 14-2 and N.E.F.C.R. 9, via the electronic mail addresses noted below, unless service by another method is stated or noted:

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IN THE EIGHT JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

MEGAN ROYZ; and ANDREA EILEEN WORK, CASE NO. : A-20-810843-C
DEPT. NO.: 16

Plaintiff,

v.

MARK ANTHONY JACOBS; MARCO
ANTONIO HEREDIA-ESTRADA; UBER
TECHNOLOGIES, INC.; RAISER, LLC; RAISER-
CA, LLC; DOES I-X, and ROE CORPORATIONS
I-X, inclusive,

Defendants.

**ORDER DENYING DEFENDANTS UBER
TECHNOLOGIES, INC., RASIER, LLC,
RASIER-CA, LLC'S, AND MARK
ANTHONY JACOBS' JOINDER TO,
MOTION TO COMPEL ARBITRATION
AND STAY ACTION**

**ORDER DENYING DEFENDANTS' MOTION TO COMPEL ARBITRATION AND
STAY ACTION**

Defendants Uber Technologies, Inc., Rasier, LLC., Rasier-CA, LLC.'s, and Defendant Mark Anthony Jacobs' joinder to, Motion to Compel Arbitration and Stay Action came on for hearing on July 16, 2020, at the hour of 9:00 a.m., before Department XVI, the Honorable Judge Timothy Williams, presiding.

Attorneys Karen Bashor of Wilson, Elser, Moskowitz, Edelman & Dicker, LLP. appeared on behalf of Defendants Uber Technologies, Inc., Rasier, LLC., Rasier-CA, LLC. Attorney Melissa

1 Ingleby of Bremer, Whyte, Brown & O'Meara, LLP. appeared on behalf of Defendant Mark
2 Anthony Jacobs. Attorney Trevor Quirk of Quirk Law Firm, appeared on behalf of Plaintiffs Megan
3 Royz and Andrea Work.

4 After review of the papers and pleadings on file, and having heard oral arguments from
5 the attorneys during the hearing, the Court makes the following Findings of Fact and Conclusions
6 of Law:

7 **FINDINGS OF FACT AND PROCEDURAL HISTORY**

8
9 1. Plaintiffs Megan Royz ("Royz") and Eileen Work ("Work") ("PLAINTIFFS") filed
10 their Complaint on February 20, 2018 against Defendants Marco Antonio Herida-Estrada
11 ("Estrada"), Mark Anthony Jacobs' ("Jacobs"), Uber Technologies, Inc., Rasier, LLC, and Rasier-
12 CA, LLC, as a result of alleged personal injuries they sustained in a February 22, 2018 automobile
13 collision. At the time of the collision, Plaintiffs were riding as Uber passengers in Defendant
14 Estrada's vehicle. Defendant Jacobs, who was also operating as an Uber driver at the time of the
15 incident, made a U-turn in front of Estrada resulting in a crash between the Estrada and Jacobs
16 vehicles and causing Plaintiffs alleged personal injuries.

17 2. Prior to February 22, 2018, PLAINTIFFS created accounts with Defendant Uber
18 Technologies, Inc.'s smart-phone application ("UBER app"). On February 22, 2018, prior to the
19 collision, Ms. Work used the UBER app to arrange and pay for transportation with Mr. Estrada
20 for herself and Ms. Royz.

21 3. Uber Technologies, Inc. and its affiliates ("Uber") are software companies who
22 develop proprietary software and create digital marketplaces that are operated through app-based
23 platforms. The first and most widely known marketplace the company built is for consumers, like
24 Ms. Work and Ms. Royz, to connect with drivers offering transportation services, commonly known
25 as the Uber App.¹ The Uber App connects drivers with individuals needing transportation services.
26 RASIER, LLC and its affiliated companies are wholly-owned subsidiaries of UBER
27 TECHNOLOGIES, INC. engaged in the business of providing lead generation services to providers

28 ¹ See Exhibit 1, Declaration of RYAN BUOSCIO, Senior Legal Program Manager, p. 2, paragraphs 4, attached to
Defendants' Motion to Compel Arbitration and to Stay Action filed June 11, 2020.

1 of transportation services through the Rider marketplace, using the Driver version of the Uber App
2 (“Driver App”).²

3 4. According to Defendants, individuals seeking transportation services download the
4 rider version of the Uber App. After the rider completes all necessary steps required to access the
5 Uber App, the Uber App enables the rider and drivers to connect.

6 5. Ms. Work registered for the Uber App on March 27, 2015, Ms. Royz registered on
7 November 30, 2016.³ ALEX PEREZ, a software engineer with UBER, described Ms. Work’s
8 registration process within Paragraph 4 of his Declaration.⁴

9
10 (a) After successfully downloading the Rider App, the user is given the option to “Sign
11 In” or Register”. Uber records indicate this user selected “Register”, where they would
12 have been taken to the next screen titled “Create An Account” with a prompt “Don’t
13 Allow” or “Allow” for Uber access to the user’s location while using the Rider App, the
14 user is then prompted on the same screen to enter an email address, mobile number and a
password or connect with Facebook. After entering the requested information on the
screen, the word “NEXT” is enabled and lights up in the upper right hand corner of the
screen. The user clicks “NEXT to advance to the next screen. The screenshots of these
screens are attached as **Exhibit F**.⁵

15 (c) On the final screen, titled “Link Payment”, the user is prompted to enter
16 payment information by entering credit card information or by clicking a *PayPal* button.
17 The following notice is visibly displayed on this screen at the bottom of the screen with no
18 need to scroll down to view it: “By creating an Uber account, you agree to the Terms &
19 Conditions and Privacy Policy.” The phrase “Terms & Conditions and Privacy Policy” is
20 displayed in a box and in gray text, all of which sets the text apart from other text on the
screen and indicates a hyperlink. When a user clicks the link, he is taken to a screen that
contains clickable buttons titled “Terms & Conditions” and “Privacy Policy,” which when
clicked would have displayed the Terms & Conditions and Privacy Policy then in effect.
A screenshot of the “Link Payment” screen is attached as **Exhibit H**.⁶

21 6. According to Defendants, Ms. Work received an email on November 14, 2016,
22
23

24 ² *Id.*, paragraph 5.

25 ³ See Exhibit 1, Declaration of RYAN BUOSCIO, Senior Legal Program Manager, p. 2, paragraphs 4, attached to
26 Defendants’ Motion to Compel Arbitration and to Stay Action filed June 11, 2020; and Exhibit 2, Declaration of
RYAN BUOSCIO, Senior Legal Program Manager, p. 2, paragraphs 9, attached to Defendants’ Motion to Compel
Arbitration and to Stay Action filed June 11, 2020.

27 ⁴ See Exhibit 3, Declaration of ALEX PEREZ, Software Engineer, p. 2, paragraphs 4, attached to Defendants’
Motion to Compel Arbitration and to Stay Action filed June 11, 2020.

28 ⁵ *Id.*, paragraph 5 (a)

⁶ *Id.*, paragraph 5 (c)

1 with the subject line “We’ve Updated Our Terms of Use” that provided notice of updates to the
2 Uber Apps’ Terms & Conditions.⁷ This email stated “[o]ur updated Terms are effective as of
3 November 21, 2016, so please make sure to read them fully.”⁸ The Terms were available via
4 hyperlink from the email.⁹

5 7. According to Defendants, Ms. Royz created an account on November 30, 2016,
6 the process for creating an Uber account via the Uber website required potential Riders to input
7 the following data in fields contained on a single webpage: email, password, first name, last name,
8 mobile number, language, and promotion code (if any). Upon completing these fields, Riders
9 would then register for an account by clicking the blue “Create Account” button at the bottom of
10 the webpage. Below the “Create Account” button, Riders were informed: “By clicking “Create
11 Account”, you agree to Uber’s Terms and Conditions and Privacy Policy”.¹⁰

12 Pertinent terms of the November 2016 Terms and Conditions received by both Plaintiffs
13 are outlined below:¹¹

14 **1. Contractual Relationship**

15 These Terms of Use (“Terms”) govern your access or use, from within the United States
16 and its territories and possessions, of the applications, websites, content, products and
17 services (the “Services,” as more fully defined below in Section 3) made available in the
18 United States and its territories and possessions by Uber USA, LLC and its parents,
19 subsidiaries, representatives, affiliates, officers and directors (collectively, “Uber”).
20 PLEASE READ THESE TERMS CAREFULLY AS THEY CONSTITUTE A LEGAL
21 AGREEMENT BETWEEN YOU AND UBER. In these Terms, the words “including”
22 and “include” mean “including, but not limited to.”

23 ⁶ *Id.*, paragraph 5 (c)

24 ⁷ See Exhibit 1, Declaration of RYAN BUOSCIO, Senior Legal Program Manager, p. 3, paragraphs 11 and 12,
25 attached to Defendants’ Motion to Compel Arbitration and to Stay Action filed June 11, 2020.

26 ⁸ See Exhibit 1, Declaration of RYAN BUOSCIO, Senior Legal Program Manager, p. 3, paragraphs 11 and 12, attached
27 to Defendants’ Motion to Compel Arbitration and to Stay Action filed June 11, 2020.

28 ⁹ See Exhibit 1 Declaration of RYAN BUOSCIO, Senior Legal Program Manager), Exhibit 1-D page 2 attached to
Defendants’ Motion to Compel Arbitration and to Stay Action filed June 11, 2020.

¹⁰ See Exhibit 1, Declaration of RYAN BUOSCIO, Senior Legal Program Manager, p. 3, paragraphs 11 and 12,
attached to Defendants’ Motion to Compel Arbitration and to Stay Action filed June 11, 2020.

¹¹ See Exhibit 2, Declaration of RYAN BUOSCIO, Senior Legal Program Manager, p. 3, paragraphs 11 and 12,
attached to Defendants’ Motion to Compel Arbitration and to Stay Action filed June 11, 2020.

¹² See Exhibit 1 Declaration of RYAN BUOSCIO, Senior Legal Program Manager), Exhibit 1-E; Exhibit 2
Declaration of RYAN BUOSCIO, Senior Legal Program Manager), Exhibit 1-E attached to Defendants’ Motion to
Compel Arbitration and to Stay Action filed June 11, 2020.

1 8 See Exhibit 1 Declaration of RYAN BUOSCIO, Senior Legal Program Manager), Exhibit 1-D page 2 attached to
2 Defendants' Motion to Compel Arbitration and to Stay Action filed June 11, 2020.

3 **ORDER**

4 **4**

5 By accessing or using the Services, you confirm your agreement to be bound by these
6 Terms. If you do not agree to these Terms, you may not access or use the Services. These
7 Terms expressly supersede prior agreements or arrangements with you. Uber may
8 immediately terminate these Terms or any Services with respect to you, or generally cease
9 offering or deny access to the Services or any portion thereof, at any time for any reason.

10 **IMPORTANT: PLEASE REIEW THE ARBITRATION AGREEMENT SET
11 FORTH BELOW CAREFULLY, AS IT WILL REQUIRE YOU TO RESOLVE
12 DISPUTES WITH UBER ON AN INDIVIDUAL BASIS THROUGH FINAL AND
13 BINDING ARBITRATION. BY ENTERING THIS AGREEMENT, YOU
14 EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND
15 ALL OF THE TERMS OF THIS AGREEMENT AND HAVE TAKEN TIME TO
16 CONSIDER THE CONSEQUENCES OF THIS IMPORTANT DECISION.**

17 ...

18 **2. Arbitration Agreement**

19 By agreeing to the Terms, you agree that you are required to resolve any claim that
20 you may have against Uber on an individual basis in arbitration, as set forth in this
21 Arbitration Agreement. This will preclude you from bringing any class, collective, or
22 representative action against Uber, and also preclude you from participating in or
23 recovering relief under any current or future class, collective, consolidated, or
24 representative action brought against Uber by someone else.

25 **Agreement to Binding Arbitration Between You and Uber.**

26 You and Uber agree that any dispute, claim or controversy arising out of or relating to (a)
27 these Terms or the existence, breach, termination, enforcement, interpretation or validity
28 thereof, or (b) your access to or use of the Services at any time, whether before or after the
date you agreed to the Terms, will be settled by binding arbitration between you and Uber,
and not in a court of law.

You acknowledge and agree that you and Uber are each waiving the right to a trial by jury
or to participate as a plaintiff or class member in any purported class action or
representative proceeding. Unless both you and Uber otherwise agree in writing, any
arbitration will be conducted only on an individual basis and not in a class, collective,
consolidated, or representative proceeding. However, you and Uber each retain the right to
bring an individual action in small claims court and the right to seek injunctive or other
equitable relief in a court of competent jurisdiction to prevent the actual or threatened
infringement, misappropriation or violation of a party's copyrights, trademarks, trade
secrets, patents or other intellectual property rights.

...
3. The Services

1 The Services comprise mobile applications and related services (each, an “Application”),
2 which enable users to arrange and schedule transportation, logistics and/or delivery services
3 and/or to purchase certain goods, including with third party providers of such services and
4 goods under agreement with Uber or certain of Uber’s affiliates (“Third party Providers”).
5 In certain instances the Services may also include an option to receive transportation,
6 logistics and/or delivery services for an upfront price, subject to acceptance by the
7 respective Third Party Providers. Unless otherwise agreed by Uber in a separate written
8 agreement with you, the Services are made available solely for your personal
9 noncommercial use. YOU ACKNOWLEDGE THAT YOUR ABILITY TO OBTAIN
10 TRANSPORTATION, LOGISTICS, AND/OR DELIVER SERVICES THROUGH THE
11 USE OF THE SERVICES DOES NOT ESTABLISH UBER AS A PROVIDER OF
12 TRANSPORTATION, LOGISTICS OR DELIVERY SERVICES OR AS A
13 TRANSPORTATION CARRIER.

8
9 (Emphasis in original).

10
11 8. On June 11, 2020, Defendants filed a Motion to Compel Arbitration of the motor
12 vehicle collision, contending “[s]ince it is undisputed that both Plaintiffs’ claimed injuries arise out
13 of his (sic) use of Uber’s services, Plaintiffs’ allegations are governed by the Arbitration
14 Agreement.” (11:10-11).

15 9. On June 25, 2020, Plaintiffs opposed Defendant’s Motion to Compel Arbitration
16 contending Ms. Royz did not use the App to request a ride and the Uber App did not compel
17 arbitration of personal injury disputes resulting from motor vehicle collisions. Lastly, with respect
18 to Mr. Jacobs Joinder in the Motions Plaintiffs were passengers in Mr. Estrada’s vehicle, not Mr.
19 Jacobs’ vehicle, and therefore Plaintiffs’ contend the alleged arbitration provision does not apply
20 to him.

21 CONCLUSIONS OF LAW

22 1. Although the U.S. Supreme Court has long recognized and enforced a liberal federal
23 policy favoring arbitration agreement, it has clearly carved out an exception where the dispute
24 focuses on whether the parties have submitted a particular dispute to arbitration. *See Howsam v.*
25 *Dean Witter Reynolds, Inc.*, 537 U.S. 79, 83 (2002). Such a determination is “an issue for
26 judicial determination unless the parties clearly and unmistakably provide otherwise.” *Id.*
27 *quoting AT & T Technologies, Inc v. Communications Workers*, 475 U.S. 643, 649 (1986). A
28

1 court must determine whether a party has agreed to submit a particular dispute to arbitration
2 before requiring a party to submit to arbitration. *Id.*

3 2. In the instant matter, Section 6 states: “You agree that any dispute, claim or controversy
4 arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or
5 validity thereof or the use of the Services (collectively, “*Disputes*”) will be settled by binding
6 arbitration between you and Uber....” The Court finds that the arbitration clause focuses on the
7 terms of service under the contract—not motor vehicle accidents. Because the arbitration
8 provision does not clearly or unmistakably provide that the parties have agreed to submit a motor
9 vehicle dispute to arbitration, this Court determines the issue. Accordingly, after reviewing the
10 contract, the Court does not find that the parties have waived their rights to a civil trial in favor of
11 arbitration, for a motor vehicle accident dispute. Further, Plaintiff Megan Royz did not use the
12 Uber App to request transportation. Thus, Plaintiff Royz did not enter into a contract that could
13 compel her claims to arbitration. Consequently, the **Defendant’s** Motion to Compel Arbitration
14 and Stay Action as well as Defendant Mark Anthony Jacob's Joinder is **DENIED**.

15 IT IS SO ORDERED

16 DATED this _____ day of October, 2020.

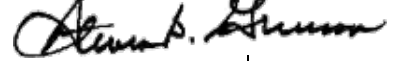
17
18 _____
DISTRICT COURT JUDGE

19 Submitted by:
20 WILSON, ELSER, MOSKOWITZ,
21 EDELMAN & DICKER LLP

22 By: /s/Douglas M. Rowan
23 KAREN L. BASHOR
24 Nevada Bar No. 11913
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EXHIBIT 2

EXHIBIT 2



NEO

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Attorneys for Plaintiffs, Megan Royz & Andrea Eileen Work

DISTRICT COURT OF THE STATE OF NEVADA

FOR THE COUNTY OF CLARK

MEGAN ROYZ, an individual; and ANDREA) Case No.: A-20-810843-C
EILEEN WORK, an individual)

Plaintiff,

Dept.: XVI

v.

NOTICE OF ENTRY OF ORDER

MARK ANTHONY JACOBS, an individual,
MARCO ANTONIO HEREDIA-ESTRADA,
an individual, UBER TECHNOLOGIES, INC.,
a corporation; RASIER, LLC., a corporation,
RASIER-CA, LLC, an individual; DOES 1
through 10 and ROE Corporations 1 through
10, Inclusive,

Defendants

TO ALL PARTIES AND THEIR ATTORNEY OF RECORD.

Please take notice: An Order Denying Defendants Uber Technologies, Inc., Rasier, LLC,
Rasier-CA, LLC's, Motion to Reconsider the Courts Order Denying Motion to Compel Arbitration

NOTICE

1 and Stay Action was entered on January 21, 2021 in the matter of Megan Royz, et al. vs. Mark
2 Anthony Jacobs, et al., Clark County District Court, Case No. A-20-810843-C. A copy of said
3 order is attached hereto as Exhibit A.

4
5 Dated: January 29, 2021

QUIRK LAW FIRM, LLP

6
7 By:


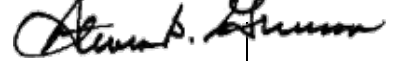

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EXHIBIT A



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Megan Royz & Andrea Eileen Work

**DISTRICT COURT OF THE STATE OF NEVADA
FOR THE COUNTY OF CLARK**

MEGAN ROYZ, an individual; and ANDREA
EILEEN WORK, an individual

Plaintiff,

v.

MARK ANTHONY JACOBS, an individual,
MARCO ANTONIO HEREDIA-ESTRADA,
an individual, UBER TECHNOLOGIES, INC.,
a corporation; RASIER, LLC., a corporation,
RASIER-CA, LLC, an individual; DOES 1
through 10 and ROE Corporations 1 through
10, Inclusive,

Defendants

Case No.: A-20-810843-C

Dept.: XVI

**ORDER DENYING DEFENDANTS
UBER TECHNOLOGIES, INC., RAISER,
LLC, AND RAISER-CA LLC'S MOTION
TO RECONSIDER THE COURT'S
ORDER DENYING DEFENDANTS
MOTION TO COMPEL ARBITRATION
AND STAY ACTION**

**ORDER DENYING DEFENDANTS UBER TECHNOLOGIES, INC., RAISER
LLC, AND RAISER-CA LLC'S MOTION TO RECONSIDER THE COURT'S ORDER
DENYING DEFENDANTS' MOTION TO COMPEL ARBITRATION AND STAY
ACTION**

ORDER

1 Defendants Uber Technologies, Inc. and Rasier-CA, LLC.'s, Motion for Reconsider the
2 Court's Ordre Denying Defendants' Motion to Compel Arbitration and Stay Action came on for
3 hearing on October 27, 2020, at the hour of 1:15 PM., before Department XVI, the Honorable
4 Judge Timothy Williams, presiding.

5 Attorneys D. Lee Roberts, Jr. and Ryan Gormley, of Weinberg, Wheeler, Hudgins, Gunn
6 & Dial, LLC appeared on behalf of Defendants Uber Technologies, Inc., Rasier, LLC., Rasier-
7 CA, LLC. Attorney Trevor Quirk of Quirk Law Firm, appeared on behalf of Plaintiffs Megan
8 Royz and Andrea Work.

9 After review and consideration of the points and authorities on file herein and oral argument
10 of counsel, the Court determined as follows:

11 **FINDINGS OF FACT AND PROCEDURAL HISTORY**

12 1. On October 9, 2020, Defendants Uber Technologies, Inc., Raiser, LLC, and
13 Raiser-CA LLC filed a Motion for Leave and Motion To Reconsider The Court's Order Denying
14 Defendants' Motion To Compel Arbitration and Stay Action.

15 2. On October 13, 2020, Plaintiffs opposed Defendants' Motion for leave and
16 Motion to Reconsider the Court's Order Denying Defendants' Motion to Compel Arbitration and
17 Stay Action.

18 3. On October 27, 2020, The Court took Defendants' Motion for leave and Motion
19 to Reconsider the Court's Order Denying Defendants' Motion to Compel Arbitration and Stay
20 Action under submission.

21 4. On December 28, 2020, The Court denied Defendants' Motion for leave and
22 Motion to Reconsider the Court's Order Denying Defendants' Motion to Compel Arbitration and
23 Stay Action.

24 **CONCLUSIONS OF LAW**

25 This Court's role under the Federal Arbitration Act ("F.A.A."), Title 9 U.S.C. §2, is "limited
26 to determining 1) whether a valid agreement to arbitrate exists and, if it does, 2) whether the
27 agreement encompasses the dispute at issue." Cordas v. Uber Technologies, Inc., 228 F.Supp.3d
28 985, 988 (N.D. Ca. 2017).

1 The question movants have asked this Court to reconsider is whether the Delegation Clause
2 transferred the power to decide threshold questions of arbitrability to the arbitrator, including
3 whether the Arbitration Agreement encompasses the subject dispute and whether Royz entered
4 into an enforceable agreement to arbitrate.

5 "Whether a dispute arising under contract is arbitrable is a matter of contract interpretation
6 ..." Tallman v. Eighth judicial Dist. Ct., 131 Nev. 713, 720, 359 P.3d 113, 118–19 (2015). That
7 is, the answer as to "who has the primary power to decide arbitrability" flows from the fact
8 arbitration is a matter of contract; it is a way to resolve those disputes—but only those disputes—the
9 parties agreed to submit to arbitration. See AT&T Technologies, Inc. v. Communications Workers,
10 475 U.S. 643, 649 (1986). Thus, when deciding whether the parties agreed to arbitrate a certain
11 dispute, including arbitrability, courts should apply ordinary state-law principles that govern
12 contracts' formation.

13 As previously noted, the United States Supreme Court has recognized and enforced a
14 liberal policy favoring arbitration agreement; however, the U.S. Supreme Court has carved out an
15 exception where the dispute focuses on whether the parties have submitted a particular dispute to
16 arbitration. See Howsam v. Dean Witter Reynolds, Inc., 537 U.S. 79, 83 (2002). Such a
17 determination is "an issue for judicial determination unless the parties clearly and unmistakably
18 provide otherwise." Id. (quoting AT&T Technologies, Inc. v. Communications Workers, 475 U.S.
19 643, 649 (1986)).

20 Here, movants contend that the Delegation Clause in the contract between parties
21 transferred the power to decide threshold questions of arbitrability to the arbitrator. See Defendant
22 Uber Technologies, Inc., and Raiser-CA L.C.'s Motion for Leave and Motion to Reconsider the
23 Court's Order Denying Defendants Uber Technologies Motion to Compel Arbitration and Stay
24 Action on OST filed October 7, 2020, p. 9. Moreover, the movants argue the delegation clause
25 must be considered an agreement separate from the Arbitration Agreement giving the arbitrator
26 exclusive authority to resolve disputes relating to the contract's enforcement without undermining
27 his jurisdiction to do so. Id. The Court declines to follow this interpretation. While the Arbitration
28 Agreement and Delegation clause may be severable, the delegation clause must be read in

1 conjunction with the "Terms and Conditions" and Arbitration Agreement, which determines the
2 scope of the arbitration or disputes related to what the parties agreed to arbitrate.

3 After reviewing the "Terms and Conditions," the Arbitration Agreement, and the
4 delegation clause, this Court determines that the agreement to arbitrate is limited to those disputes,
5 claims, or controversies arising out of or relating to the Terms or use of movant's services. As
6 previously set forth within the Court's August 6, 2020 Order, the arbitration clause focuses on
7 "Terms and Conditions" under the contract –not motor vehicle accidents. The arbitration provision
8 does not clearly or unmistakably provide that the parties have agreed to submit a motor vehicle
9 dispute to arbitration. Therefore this Court determines the issue.

10 Accordingly, Defendant Uber Technologies LLC, Rasier, LLC, and Raiser-CA LLC's
11 Motion to Reconsider the Court's Order Denying Defendants' Motion to Compel Arbitration and
12 Stay Action is **DENIED**.

13 IT IS SO ORDERED

14
15
16 Dated this 21st day of January ~~2020~~ 2021


DISTRICT COURT JUDGE ZJ

17
18
19
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Approved as to Form and Content:

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CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I hereby affirm that I am an employee of Quirk Law Firm, LLP and that I caused the foregoing:

NOTICE OF ENTRY OF ORDER

to be served as follows:

☐ by placing a true and correct copy of the same to be deposited for mailing in the U.S. mail in Ventura, California, enclosed in a sealed envelope upon which first class postage was fully prepaid: and/or

☐ pursuant to EDCR 7.26, by sending the same via facsimile; and/or

☒ by e-filing and electronic service and/or

☐ by hand delivery

to the party(ies) listed below

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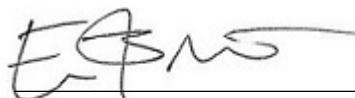
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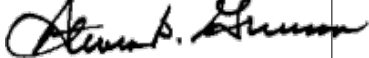
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15 *Uber Technologies, Inc., Rasier, LLC, and Rasier-CA, LLC*

16 **DISTRICT COURT**

17 **CLARK COUNTY, NEVADA**

18 MEGAN ROYZ, an individual; and ANDREA
19 EILEEN WORK, an individual,

20 Plaintiffs,

21 vs.

22 MARK ANTHONY JACOBS, an individual,
23 MARCO ANTONIO HEREDIA-ESTRADA,
24 an individual, UBER TECHNOLOGIES, INC.,
25 a corporation; RAISER, LLC., a corporation,
26 RAISER-CA, LLC, an individual; DOES 1
27 through 10 and ROE Corporations 1 through 10,
28 Inclusive,

Defendants.

Case No.: A-20-810843-C

Dept. No.: XVI

**NOTICE OF ENTRY OF STIPULATION
AND ORDER GRANTING DEFENDANTS
UBER TECHNOLOGIES, INC. RASIER,
LLC, AND RASIER-CA, LLC'S MOTION
FOR STAY PENDING APPEAL ON
ORDER SHORTENING TIME**

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1 PLEASE TAKE NOTICE that a Stipulation And Order Granting Defendants Uber
2 Technologies, Inc. Rasier, LLC, And Rasier-CA, LLC's Motion For Stay Pending Appeal On
3 Order Shortening Time was entered on April 22, 2021, in this matter. A copy is attached hereto.

4
5 Dated this 23rd day of April, 2021.

6 WEINBERG, WHEELER, HUDGINS,
7 GUNN & DIAL, LLC

8 /s/ Ryan T. Gormley

9 D. Lee Roberts, Jr., Esq.

10 Ryan T. Gormley, Esq.

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14 Las Vegas, Nevada 89118

15 *Attorneys for Defendants Uber Technologies, Inc.,*
16 *Rasier, LLC, and Rasier-CA, LLC*



CERTIFICATE OF SERVICE

I hereby certify that on the 23rd day of April, 2021, a true and correct copy of the foregoing **NOTICE OF ENTRY OF STIPULATION AND ORDER GRANTING DEFENDANTS UBER TECHNOLOGIES, INC. RASIER, LLC, AND RASIER-CA, LLC'S MOTION FOR STAY PENDING APPEAL ON ORDER SHORTENING TIME** was electronically filed and served on counsel through the Court's electronic service system pursuant to Administrative Order 14-2 and N.E.F.C.R. 9, via the electronic mail addresses noted below, unless service by another method is stated or noted:

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DISTRICT COURT

CLARK COUNTY, NEVADA

MEGAN ROYZ, an individual; and ANDREA
EILEEN WORK, an individual,

Plaintiffs,

vs.

MARK ANTHONY JACOBS, an individual,
MARCO ANTONIO HEREDIA-ESTRADA,
an individual, UBER TECHNOLOGIES, INC.,
a corporation; RAISER, LLC., a corporation,
RAISER-CA, LLC, an individual; DOES 1
through 10 and ROE Corporations 1 through 10,
Inclusive,

Defendants.

Case No.: A-20-810843-C

Dept. No.: XVI

**STIPULATION AND ORDER GRANTING
DEFENDANTS UBER TECHNOLOGIES,
INC., RASIER, LLC, AND RASIER-CA,
LLC'S MOTION FOR STAY PENDING
APPEAL ON ORDER SHORTENING
TIME**



1 Plaintiffs and Defendants Uber Technologies, Inc., Rasier, LLC, and Rasier, CA, LLC
2 (collectively "Rasier and Uber"), by and through their undersigned respective counsel, stipulate
3 to (1) the granting of Rasier and Uber's Motion for Stay Pending Appeal on Order Shortening
4 Time ("Motion"), filed March 24, 2021, and (2) vacating the hearing set on the Motion for April
5 22, 2021, at 9:05 a.m.

6 **IT IS SO STIPULATED.**

7 Dated this 16th day of April, 2021.

8 
9

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11 Ryan T. Gormley, Esq.
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16 *Attorneys for Defendants*
17 *Uber Technologies, Inc., Raiser, LLC,*
18 *and Raiser-CA, LLC*

Dated this 16th day of April, 2021


10

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Attorneys for Plaintiffs

ORDER

Based on the foregoing, and no other party having responded to or opposed Defendants Uber Technologies, Inc., Rasier, LLC, and Rasier, CA, LLC's Motion for Stay Pending Appeal on Order Shortening Time ("Motion"), filed March 24, 2021, the Court ORDERS as follows:

1. The Motion is hereby GRANTED.

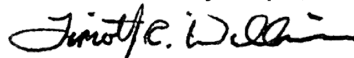
2. The hearing set on the Motion for April 22, 2021 at 9:05 a.m. is hereby VACATED.

3. This matter, Case No. A-20-810843-C, is hereby stayed pending resolution of the appeal of this Court's orders denying Rasier and Uber's motion to compel arbitration and subsequent motion for reconsideration, Nevada Supreme Court Case No. 82556.

IT IS SO ORDERED

Dated this ____ day of _____, 2021.

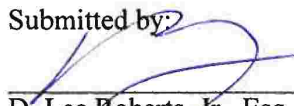
Dated this 22nd day of April, 2021



HON. TIMOTHY C. WILLIAMS
DISTRICT COURT JUDGE

LB

Submitted by:


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1 **CSERV**

2
3 DISTRICT COURT
CLARK COUNTY, NEVADA

4
5
6 Megan Royz, Plaintiff(s)

CASE NO: A-20-810843-C

7 vs.

DEPT. NO. Department 16

8 Marc Jacobs, Defendant(s)

9
10 **AUTOMATED CERTIFICATE OF SERVICE**

11 This automated certificate of service was generated by the Eighth Judicial District
12 Court. The foregoing Stipulation and Order was served via the court's electronic eFile system
13 to all recipients registered for e-Service on the above entitled case as listed below:

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