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SC Court of Appeals

IN THE STATE OF SOUTH CAROLINA
COURT OF APPEALS

APPELLATE CASE NO.: 2025-002179

CRISTA LINARES GRAINGER, as Personal Representative of the Estate of Sebastian Linares Grainger, **Appellant,**

v.

UBER TECHNOLOGIES, INC., RASIER LLC, and JESSE MCNEAL, **Defendants,**

of which UBER TECHNOLOGIES, INC. and RASIER, LLC are **Respondents.**

Appeal from Charleston County Court of Common Pleas, Honorable Thomas. J. Rode, Presiding
Civil Action Case No.: 2020-CP-10-01553

RECORD ON APPEAL

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s/ *Oana D. Johnson*
Oana D. Johnson, Esq.
South Carolina Bar No.: 100373
ROSEN HAGOOD, LLC
40 Calhoun Street, Ste. 450
Charleston, SC 29401
Telephone: 843-266-8109
ojohnson@rosenhagood.com

Michelle N. Endemann, Esq.
South Carolina Bar No.: 79894
CLARKSON, WALSH, & COULTER, P.A.
497 St. Andrews Boulevard
Charleston, SC 29407
Telephone:843-936-5043
michelle.endemann@clarksonwalsh.com

Attorneys for Appellant

Robert E. Sumner, IV, Esq.
South Carolina Bar No.: 71728
BUTLER SNOW, LLP
25 Calhoun Street, Ste. 250
Charleston, SC 29401

Michael R. Huston, Esq.
Admitted *Pro Hac Vice*
PERKINS COIE, LLP
2525 East Camelback Road, Ste. 500
Phoenix, AZ 85016

Telephone: 843-277-3705
robert.sumner@butlersnow.com

Nicholas S. Crown, Esq.
Admitted *Pro Hac Vice*
PERKINS COIE, LLP
700 Thirteenth Street, N.W., Ste. 800
Washington, DC 20005
Telephone: 202-434-1664
NCrown@perkinscoie.com

Attorneys for Respondents

Telephone: 202-434-1630
MHuston@perkinscoie.com

Jordan M. Buckwald, Esq.
Admitted *Pro Hac Vice*
PERKINS COIE, LLP
2525 East Camelback Road, Ste. 500
Phoenix, AZ 85016
Telephone: 602-351-8000
JBuckwald@perkinscoie.com

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STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON	IN THE COURT OF COMMON PLEAS
Crista Linares Grainger, as Personal Representative of the Estate of Sebastian Linares Grainger, Plaintiff, v. Uber Technologies, Inc., Rasier, LLC, and Jesse McNeal, Defendants.	Case No.: 2020-CP-10-01553 **ORDER GRANTING DEFENDANTS' MOTION FOR SUMMARY JUDGMENT**

This matter comes before the Court on Defendants Uber Technologies, Inc. and Rasier, LLC's (collectively, "Uber") Motion for Summary Judgment (the "Motion") as to all claims asserted by Plaintiff Crista Linares Grainger, as Personal Representative of the Estate of Sebastian Linares Grainger ("Plaintiff"). The Court conducted a hearing on August 26, 2025. After considering the Motion, the parties' memoranda and exhibits thereto, and the arguments made by counsel during the hearing, the Court grants summary judgment in favor of Uber as detailed below.

SUMMARY JUDGMENT STANDARD

Summary judgment is appropriate when "the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law." Rule 56(c), SCRCP. In other words, "[s]ummary judgment is appropriate in those cases in which plain, palpable and indisputable facts exist on which reasonable minds cannot differ." *Main v. Corley*, 281 S.C. 525, 526, 316 S.E.2d 406, 407 (1984).

"Under Rule 56(c), SCRCP, the party seeking summary judgment has the initial burden of demonstrating the absence of a genuine issue of material fact." *Trivelas v. S.C. Dep't of Transp.*,

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348 S.C. 125, 130, 558 S.E.2d 271, 273 (Ct. App. 2001). When determining whether a genuine issue of material fact exists, "the evidence and all reasonable inferences therefrom must be viewed in the light most favorable to the party opposing summary judgment." *Id.*

After the moving party meets its "initial burden of showing an absence of evidentiary support for the opponent's case, the opponent cannot simply rest on mere allegations or denials contained in the pleadings." *Gauld v. O'Shaugnessy Realty Co.*, 380 S.C. 548, 558-59, 671 S.E.2d 79, 85 (Ct. App. 2008) (quoting *Moore v. Weinberg*, 373 S.C. 209, 217, 644 S.E.2d 740, 744 (Ct. App. 2007), *aff'd*, 383 S.C. 583, 681 S.E.2d 875 (2009)). Rather, to defeat a motion for summary judgment, the "nonmoving party must present specific facts showing a genuine issue for trial." *Id.*; *see also Kitchen Planners, LLC v. Friedman*, 440 S.C. 456, 892 S.E.2d 297 (2023) (rejecting the "scintilla of evidence" standard and affirming that a nonmoving party must present facts that permit a reasonable inference to be drawn from the evidence that creates an issue of fact for trial).

The Court "should grant summary judgment against a party who fails to make a showing sufficient to establish the existence of an essential element of the party's case." *Brinkman v. Weston & Sampson Eng'rs, Inc.*, 435 S.C. 354, 360, 867 S.E.2d 460, 463 (Ct. App. 2021) (quoting *Fender & Latham, Inc. v. First Union Nat'l Bank of S.C.*, 316 S.C. 48, 50, 446 S.E.2d 448, 449 (Ct. App. 1994)); *see also Boone v. Sunbelt Newspapers, Inc.*, 347 S.C. 571, 579, 556 S.E.2d 732, 736 (Ct. App. 2001) ("The plain language of Rule 56(c), SCRCP, mandates the entry of summary judgment, after adequate time for discovery against a party who fails to make a showing sufficient to establish the existence of an element essential to the party's case and on which that party will bear the burden of proof at trial.").

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UNDISPUTED FACTS

Decedent and Defendant McNeal became acquainted through a single, mutual use of the Uber Application, which is a platform that facilitates the connection of individuals in need of a ride who have access to the rider version of the application, with individuals who are willing to provide transportation services and have access to the driver version of the application ("Uber App"). On March 21, 2017, Defendant McNeal was using the driver version of the Uber App to provide transportation services for riders when Decedent requested a ride using the rider version of the Uber App. Upon Decedent's request, Defendant McNeal picked Decedent up at his residence at 11:42 p.m., and then dropped Decedent off at his destination at 12:41 a.m. the following morning (the "Trip"). Decedent and Defendant McNeal exchanged personal cell phone numbers during the Trip. After completion of this Trip, Decedent and Defendant McNeal had no further communications on the Uber App and no further trips together.

On March 23, 2017, Decedent sent a text message from his personal cell phone to Defendant McNeal's personal cell phone number. Decedent introduced himself, referenced the Trip "last night," and requested "brick," which is a term used for crack cocaine. Defendant McNeal ultimately provided crack cocaine to Decedent.

On April 3, 2017, 12 days after the completion of the Trip, Decedent asked Defendant McNeal, through their personal cell phone numbers, to acquire heroin and painkillers for him. That evening, Defendant McNeal provided pain killers and what was believed to be heroin to Decedent's residence, in exchange for payment by Decedent.

On April 5, 2017, officers from the Charleston County Police Department performed a wellness check at Decedent's residence and discovered him deceased. The responding officers observed valium pills and a substance that the South Carolina Law Enforcement Division

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determined to be heroin and fentanyl in Decedent's bedroom. Decedent's autopsy estimated his death to be on April 3rd or April 4th, 2017, and identified his cause of death to be "[a]cute mixed drug toxicity with heroin, fentanyl, diazepam."

DISCUSSION

Plaintiff brought a wrongful death action against Uber on behalf of Decedent's heirs under S.C. Code § 15-51-10, asserting two theories of recovery: (1) Uber should be vicariously liable for the negligence of Defendant McNeal; and (2) Uber is directly liable for failing to properly screen and supervise Defendant McNeal. Plaintiff is unable to establish a genuine issue of material fact as to issues of vicarious liability and as to proximate causation because the record lacks evidence that could permit a reasonable inference that Uber is vicariously liable for Plaintiff's damages or that Uber proximately caused Decedent's death or Plaintiff's damages. Any alleged negligence of Uber is too attenuated from Decedent's death to be the proximate cause.

This case is undisputedly tragic. However, the lack of evidence to support a reasonable inference of vicarious liability or proximate causation is sufficient for the Court to grant summary judgment in favor of Uber as to each of Plaintiff's claims. Thus, it is unnecessary for the Court to determine Defendant McNeal's status as an employee, agent, or independent contractor.

A. Vicarious Liability

First, Plaintiff's vicarious liability theory of recovery fails regardless of whether Defendant McNeal was an employee, agent, or independent contractor.[1] Even if the Court assumes arguendo that Defendant McNeal was an employee or agent of Uber, Plaintiff's vicarious liability theory of

[1] Uber maintains that Defendant McNeal was an independent contractor. If Defendant McNeal was an independent contractor, Uber is not vicariously liable for Defendant McNeal's negligence and the vicarious liability claim fails. *See Rock Hill Tel. Co. v. Globe Commc'ns, Inc.*, 363 S.C. 385, 390, 611 S.E.2d 235, 238 (2005) ("The general rule is that an employer is not vicariously liable for the negligent acts of an independent contractor.").

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recovery fails. A plaintiff seeking recovery from an employer for injuries caused by an employee must establish that the employee "was then about his master's business and acting within the scope of his employment." *Armstrong v. Food Lion, Inc.*, 371 S.C. 271, 276, 639 S.E.2d 50, 52 (2006) (citing *Lane v. Mod. Music, Inc.*, 244 S.C. 299, 136 S.E.2d 713 (1964)). "An act is within the scope of a servant's employment where reasonably necessary to accomplish the purpose of his employment and in furtherance of the master's business." *Id.* at 276, 639 S.E.2d at 53. Thus, an act of an employee "done to effect some independent purpose of his own and not with reference to the service in which he is employed, or while he is acting as his own master for the time being, is not within the scope of his employment so as to render the master liable therefor." *Id.*

Here, the illegal drug transaction which Plaintiff alleges resulted in Decedent's death occurred twelve days after the completion of the Trip, during a time where Defendant McNeal's actions were not in furtherance of Uber's business and were for purposes wholly disconnected from his use of the Uber App. The illegal drug transactions indisputably occurred on Defendant McNeal's personal time. The only reasonable inference from the record is that Defendant McNeal's actions encompassing the illegal drug transactions were outside of the scope and course of his use of the Uber App because they were done to effect an independent purpose of his own. Accordingly, the Court grants Uber's Motion as to the vicarious liability claim. *See Anderson v. United States*, No. 8:12-3203-TMC-KDW, 2015 WL 9918406, at *21 (D.S.C. Oct. 9, 2015), *report and recommendation adopted*, No. 8:12-3203-TMC, 2016 WL 320076 (D.S.C. Jan. 27, 2016) (applying South Carolina law and holding summary judgment on a vicarious liability claim was appropriate after determining the employee's actions were outside of the scope of employment)).

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B. Negligent Screening, Supervision, and Retention

In a negligence action, "a plaintiff must show (1) the defendant owed a duty of care to the plaintiff, (2) the defendant breached the duty by a negligent act or omission, (3) the defendant's breach was an actual and proximate cause of the plaintiff's injury, and (4) the plaintiff suffered injury or damages." *Wright v. PRG Real Est. Mgmt., Inc.*, 426 S.C. 202, 212, 826 S.E.2d 285, 290 (2019). In South Carolina, a negligence claim is "not actionable unless it is a proximate cause of the injury." *Bishop v. S.C. Dep't of Mental Health*, 331 S.C. 79, 88, 502 S.E.2d 78, 83 (1998). Thus, to survive the Motion, Plaintiff must show that Uber's alleged negligent hiring, supervision, or retention was the proximate cause of Plaintiff's damages. *See Jenkins v. CEC Ent. Inc.*, 421 F. Supp. 3d 257, 262 (D.S.C. 2019) (applying the proximate cause requirement to negligent supervision and negligent hiring/retention claims).

"Proximate cause requires proof of: (1) causation-in-fact, and (2) legal cause." *J.T. Baggerly v. CSX Transp., Inc.*, 370 S.C. 362, 369, 635 S.E.2d 97, 101 (2006). "Causation-in-fact is proved by establishing the injury would not have occurred 'but for' the defendant's negligence, and legal cause is proved by establishing foreseeability." *Id.* "The touchstone of proximate cause in South Carolina is foreseeability" which "is determined by looking to the natural and probable consequences of the act complained of." *Koester v. Carolina Rental Ctr., Inc.*, 313 S.C. 490, 493, 443 S.E.2d 392, 394 (1994). Thus, to establish proximate causation, a plaintiff must be able to demonstrate that the defendant foresaw or should have foreseen that its conduct would likely cause injury. *Bishop*, 331 S.C. at 89, 502 S.E.2d at 83.

The issue of proximate cause is generally an issue of fact for the jury; however, "when the evidence is susceptible of only one inference, [] proximate cause becomes a matter of law for the court." *Id.* Thus, the Court "should dispose of the matter on a dispositive motion when no

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reasonable factfinder could find the risk foreseeable or the employer's conduct to have fallen below the acceptable standard." *Kase v. Ebert*, 392 S.C. 57, 63, 707 S.E.2d 456, 459 (Ct. App. 2011) (quoting *Doe v. ATC, Inc.*, 367 S.C. 199, 206, 624 S.E.2d 447, 450 (Ct. App. 2005)).

Plaintiff failed to present specific facts showing a genuine issue for trial regarding proximate cause as to Uber's alleged negligence. The record reflects that Uber hired a nationally accredited third party vendor to perform local and national background checks as required under the TNC Act, which revealed no prior drug-related charges or any history of dealing illegal drugs. Additionally, the evidence shows that Uber verifies drivers' compliance with its requirements annually. If a driver's compliance is not verified, Uber will not permit the driver to provide transportation services via the Uber App. Based on Uber's process of screening of Defendant McNeal, it would not have been reasonable for Uber to foresee the circumstances surrounding Decedent's death. Therefore, the only reasonable inference that can be reached is that Uber's screening and selection of Defendant McNeal was not the proximate cause of Decedent's death and Plaintiff's damages.

Similarly, the causal chain is too attenuated and speculative to present a genuine issue of fact as to Uber's alleged supervision or retention of Defendant McNeal. Plaintiff alleges Uber failed to investigate rider feedback reporting smoke (potentially marijuana smoke) in Defendant McNeal's vehicle in 2015. However, there is no evidence in the record to support a reasonable inference that such rider feedback makes it reasonably foreseeable to Uber that two years later, Defendant McNeal would have met a passenger, provided his personal phone number, and – undisputedly on his personal time – provided heroin, fentanyl, and painkillers to the Decedent.

In other words, a reasonable person would not foresee the circumstances surrounding Decedent's death as a natural or probable consequence of Uber's alleged negligent screening or

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supervision of Defendant McNeal. There is no evidence in the record which could allow a reasonable factfinder to find that Uber foresaw or should have foreseen that its conduct would likely cause Decedent's death. *See Bishop*, 331 S.C. at 89, 502 S.E.2d at 83.

The only reasonable inference that can be reached is that Uber was not the proximate cause of Plaintiff's damages because any alleged negligence was too remote from Decedent's death. *See Oliver v. South Carolina Dep't of Highways & Public Transp.*, 309 S.C. 313, 316-17, 422 S.E.2d 128, 131 (1992) (stating that an intervening cause can render initial negligence too remote). Although foreseeability is generally an issue of fact, the Court grants Uber's Motion as to all of Plaintiff's claims because Plaintiff failed to make a showing sufficient to establish the existence of proximate cause, an essential element of Plaintiff's claims. *See Kase*, 392 S.C. at 63, 707 S.E.2d at 459 (explaining the Court "should dispose of the matter on a dispositive motion when no reasonable factfinder could find the risk foreseeable or the employer's conduct to have fallen below the acceptable standard"); *Brinkman*, 435 S.C. at 360, 867 S.E.2d at 463 (explaining that the Court "should grant summary judgment against a party who fails to make a showing sufficient to establish the existence of an essential element of the party's case").

CONCLUSION

For the reasons stated above, Defendants' Motion for Summary Judgment as to each of Plaintiff's claims is hereby **GRANTED**.

IT IS SO ORDERED.

The Honorable Thomas J. Rode
Circuit Court Judge
Ninth Judicial Circuit

September ___, 2025

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Charleston Common Pleas

Case Caption:	Crista Linares Grainger , plaintiff, et al VS Uber Technologies Inc , defendant, et al
Case Number:	2020CP1001553
Type:	Order/Summary Judgment

So Ordered

s/ T.J. Rode (#2792)

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF Charleston
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2020CP1001553

Crista Linares Grainger et al
PLAINTIFF(S)

Uber Technologies Inc et al
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

☐ **JURY VERDICT**. This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.

☑ **DECISION BY THE COURT**. This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

☐ **ACTION DISMISSED** (*CHECK REASON*): ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other

☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other

☐ **STAYED DUE TO BANKRUPTCY**

☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (*CHECK APPLICABLE BOX*): ☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☑ Statement of Judgment by the Court:

Pursuant to Rule 59(e) SCRCP, on October 2, 2025, Plaintiff Crista Linares Grainger filed a motion to alter or amend the order of this court dated September 22, 2025. Upon review of the arguments made therein, and under the applicable standard, this motion is respectfully denied.

ORDER INFORMATION

This order ☐ ends ☑ does not end the case. ☐ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 10/21/2025 .

Jesse Mcneal

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

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Court Reporter:

E-Filing Note: The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

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Charleston Common Pleas

Case Caption:	Crista Linares Grainger , plaintiff, et al VS Uber Technologies Inc , defendant, et al
Case Number:	2020CP1001553
Type:	Order/Electronic Form 4

So Ordered

s/ T.J. Rode (#2792)

ELECTRONICALLY FILED - 2020 Mar 23 4:09 PM - CHARLESTON - COMMON PLEAS - CASE#2020CP1001553

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	FOR THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON)	CASE NO.: 2020-CP-10-
)	
Crista Linares Grainger, as Personal)	
Representative of the Estate of Sebastian)	
Linares Grainger,)	SUMMONS
)	(Jury Trial Demanded)
Plaintiff,)	
vs.)	
)	
Uber Technologies, Inc., Raiser, LLC, and)	
Jesse McNeal,)	
)	
Defendants.)	
_____)	

TO: THE DEFENDANTS, ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to appear and defend the allegations of the Complaint herein, a copy of which is herewith served upon you, and to serve a copy of your responsive pleadings upon the subscriber at her office, located at 497 St. Andrews Blvd., Charleston, SC 29407, within thirty (30) days after the service hereof, exclusive of the day of such service, and if you fail to appear and defend within the time aforesaid, judgment will be entered against you by default for the relief demanded in the Complaint.

Respectfully submitted,

CLARKSON WALSH & COULTER, PA

By: _S/Michelle Endemann_____
Michelle N. Endemann, Esquire
SC Bar #: 79894
497 St. Andrews Blvd.
Charleston, SC 29407
Phone: (843) 936-5043
mendemann@clarksonwalsh.com

ATTORNEYS FOR PLAINTIFF

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STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	FOR THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON)	CASE NO.: 2020-CP-10-
)	
Crista Linares Grainger, as Personal)	
Representative of the Estate of Sebastian)	
Linares Grainger,)	COMPLAINT
)	(Jury Trial Demanded)
Plaintiff,)	
vs.)	
)	
Uber Technologies, Inc., Raiser, LLC, and)	
Jesse McNeal,)	
)	
Defendants.)	
_____)	

The Plaintiff, complaining of the above-named Defendants, alleges as follows:

1. The Plaintiff is the sister and Personal Representative of the Estate of Sebastian Linares Grainger. Sebastian died on or about April 3, 2017 as a result of the acts complained of herein.
2. Defendant Uber Technologies, Inc. is a corporation organized and existing under the laws of a state other than South Carolina, doing business in Charleston County, South Carolina.
3. Defendant Raiser, LLC is a company organized and existing under the laws of a state other than South Carolina, doing business in Charleston County, South Carolina.
4. Defendants Uber Technologies, Inc. and Raiser, LLC are collectively hereinafter referred to as "Uber".
5. Defendant Jesse McNeal is a resident of Charleston County, South Carolina.
6. This Complaint asserts claims of wrongful death under South Carolina Code § 15-51-10, et seq. as well as other claims.
7. The Court has jurisdiction over the parties and subject matter herein.
8. Charleston County is the appropriate venue for this Complaint.

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9. Defendant McNeal was, at all relevant times, acting as a driver for Uber.
10. Defendants were operating jointly as common carriers in the State of South Carolina.
11. Prior to becoming an Uber driver, Defendant McNeal had a criminal record.
12. Prior to becoming an Uber driver, Defendant McNeal had a drug problem and used cocaine.
13. Defendant McNeal resumed his cocaine habit while driving for Uber, purportedly so that he could "stay awake" to drive for Uber at night.
14. While acting as an Uber driver, Defendant McNeal had contacts with individuals known to law enforcement as drug dealers and suppliers.
15. Sebastian met Defendant McNeal through Uber.
16. Defendant McNeal was Sebastian's Uber driver on several occasions.
17. On one Uber ride, Defendant McNeal offered to procure drugs for Sebastian, and the ride destination was changed to the drug dealer's address.
18. Sometime between March 27, 2017 and April 3, 2017, Defendant McNeal again procured drugs for Sebastian. Unbeknownst to Sebastian or Defendant McNeal, the substance provided by Defendant McNeal to Sebastian contained fentanyl.
19. Sebastian died from an accidental overdose on the drugs provided to him by Defendant McNeal. He was 27 years old at the time of his death. He died on his birthday.
20. Sebastian was a graduate of The Citadel where he received his degree in Business Administration and Modern Languages and was a member of the National Guard.
21. At the time of his death, he was gainfully employed with a local insurance company and was attending The Citadel to obtain a Master's degree in Leadership.
22. Mr. McNeal was charged and convicted for his involvement in Sebastian's death, and is currently incarcerated.

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23. Even after Sebastian's death, Defendant McNeal continued to drive for Uber.
24. Defendant McNeal was detained pending trial as he was deemed a danger to the public because of his conduct and because of his position as an Uber driver.
25. Uber states that passengers are entitled to "peace of mind on every ride".
26. Uber holds out to the public that its drivers undergo a "multi-step safety screen" and are "vetted every year".
27. Uber holds out to the public that its screenings of its drivers check for "issues including but not limited to…drinking and drug-related offenses".
28. Uber holds out to the public that it uses "technology that proactively fetches new criminal offenses using several sources".
29. Prior to Sebastian's death, Uber was aware that several of its drivers were offering to procure illegal drugs for their passengers.
30. Uber failed to properly screen, supervise, and monitor Defendant McNeal and his use of the Uber application, Uber platform, and Uber signage.
31. As a direct and proximate result of the Defendants' recklessness and gross negligence, Sebastian lost his life.
32. Crista Linares Grainger, Sebastian's sister, makes this claim against the Defendants pursuant to the South Carolina wrongful death statute on behalf of Sebastian's heirs.
33. This claim is for the loss of companionship, lost earnings, death, grief, shock, mental anguish, emotional distress, loss of society and companionship, wounded feelings, financial support, and comfort in the future, medical and funeral bills, and other damages suffered as a result of the Defendants' conduct.
34. Plaintiff is entitled to actual and punitive damages.

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FOR A SECOND CAUSE OF ACTION

35. Plaintiff repeats and realleges all of the above allegations as if set forth fully herein.
36. Uber knew or should have known that its hire of Jesse McNeal as an Uber driver created an undue risk of harm to the public.
37. The harm suffered by Plaintiff was foreseeable.
38. Uber had a duty to exercise reasonable care to prevent its drivers from harming others or from conducting themselves in such a way that poses an unreasonable risk of bodily harm to Uber passengers.
39. Defendant McNeal used the Uber application, Uber platform, and Uber signage.
40. Defendant McNeal was acting, at all relevant times, as an Uber driver.
41. Uber cloaked Defendant McNeal with apparent authority through the application, platform and signage.
42. Uber was aware of Defendant McNeal's use of the Uber application, platform and signage, gave its permission for such use, and benefitted financially from it.
43. Uber had the ability to prevent Defendant McNeal from using its platform and application to reach the public. In fact, Uber purports to provide initial and continuous driver screenings to protect the public.
44. Uber is aware of the necessity and opportunity for it to prevent driver's that have criminal backgrounds, abuse drugs, and attempt to procure drugs for Uber riders from using its applications and platforms.
45. Uber was negligent and grossly negligent and breached its duties in the following particulars:
    a. Failing to adequately perform an initial screen of Defendant McNeal;

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b. Failing to transport Sebastian from one location to the next without incident;

c. Failing to identify Defendant McNeal's criminal record;

d. Failing to provide adequate drug testing for Mr. McNeal;

e. Failing to supervise Defendant McNeal;

f. Failing to train Defendant McNeal;

g. Driving while under the influence of illegal drugs;

h. Failing to terminate Defendant McNeal's ability to use the Uber application, Uber platform, and Uber signage when Defendant McNeal began to use illegal drugs;

i. Fostering an environment in which drivers might resort to drastic measures to drive through all hours of the night;

j. Failing to provide adequate staff to address concerns of drivers offering illegal drugs to Uber passengers and other safety concerns; and

k. In other particulars that may become apparent through discovery.

46. Plaintiff reasonably relied on Uber to screen its drivers and to exercise reasonable care.

47. As a direct and proximate result of the Defendants' recklessness and gross negligence, Sebastian lost his life.

48. Plaintiff is entitled to actual and punitive damages in an amount to be proven at trial.

FOR A THIRD CAUSE OF ACTION

49. Plaintiff repeats and realleges all of the above allegations as if set forth fully herein.

50. Defendants undertook, for compensation, to carry passengers of the general public, including Sebastian, from place to place.

51. As common carriers of passengers, Defendants owe the highest degree of care to their passengers.

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52. Defendants breached their duties in the following particulars:

a. Failing to adequately perform an initial screen of Defendant McNeal;

b. Failing to transport Sebastian from one location to the next without incident;

c. Failing to identify Defendant McNeal's criminal record;

d. Failing to provide adequate drug testing for Mr. McNeal;

e. Failing to supervise Defendant McNeal;

f. Failing to train Defendant McNeal;

g. Driving while under the influence of illegal drugs;

h. Failing to terminate Defendant McNeal's ability to use the Uber application, Uber platform, and Uber signage when Defendant McNeal began to use illegal drugs;

i. Fostering an environment in which drivers might resort to drastic measures to drive through all hours of the night;

j. Failing to provide adequate staff to address concerns of drivers offering illegal drugs to Uber passengers and other safety concerns; and

k. In other particulars that may become apparent through discovery.

53. As a direct and proximate result of the Defendants' conduct, Sebastian lost his life.

54. Defendants are strictly liable to Plaintiff.

55. Plaintiff is entitled to actual and punitive damages in an amount to be proven at trial.

WHEREFORE, Plaintiff prays for judgment against the Defendant in a just and equitable sum of actual and punitive damages, for the costs of this action, and for such other and further relief as this Court may deem proper.

[signature on following page]

Respectfully submitted,

CLARKSON WALSH & COULTER, PA

By: ___S/Michelle Endemann_____
Michelle N. Endemann, Esquire
SC Bar #: 79894
497 St. Andrews Blvd.
Charleston, SC 29407
Phone: (843) 936-5043
mendemann@clarksonwalsh.com

ATTORNEYS FOR PLAINTIFF

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STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON Crista Linares Grainger, as Personal Representative of the Estate of Sebastian Linares Grainger, Plaintiff, v. Uber Technologies, Inc.; Rasier, LLC, and Jesse McNeal, Defendants.	)	IN THE COURT OF COMMON PLEAS FOR THE NINTH JUDICIAL CIRCUIT CIVIL ACTION NO.: 2020-CP-10-01553 **ANSWER OF DEFENDANT RASIER, LLC** **(*Jury Trial Demanded*)**

TO: MICHELLE ENDEMANN, ATTORNEY FOR PLAINTIFF:

Comes now Rasier, LLC (hereinafter "Rasier" or "Defendant") by and through its undersigned counsel, hereby answers the Plaintiff's Complaint as follows:

FOR A FIRST DEFENSE:
(General Denial)

1. Each and every allegation of Plaintiff's Complaint not hereinafter specifically admitted, qualified, or explained is denied.

2. Answering the allegations of Paragraph No. 1 of Plaintiff's Complaint, Defendant admits, upon information and belief, that Crista Linares Grainger is the sister and Personal Representative of the Estate of Sebastian Linares Grainger, but denies the remaining allegations of Paragraph No. 1 and demands strict proof thereof.

3. Defendant cannot answer for another defendant. To the extent the allegations in Paragraph No. 2 of Plaintiff's Complaint may be directed to and/or construed against Defendant, Defendant denies the allegations of Paragraph No. 2 and demands strict proof thereof.

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4. Answering the allegations of Paragraph No. 3 of Plaintiff's Complaint, Defendant admits only that it is authorized to do business in South Carolina. Defendant denies all other or contrary allegations in Paragraph No. 3 and demands strict proof thereof.

5. The allegations of Paragraph No. 4 of Plaintiff's Complaint identify how Plaintiff collectively refers to Rasier and Co-Defendant, Uber Technologies, Inc. To the extent the statements in this Paragraph may be interpreted to suggest or imply liability on behalf of Rasier, those allegations are denied and Defendant demands strict proof thereof.

6. Defendant has insufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph No. 5 of Plaintiff's Complaint, and therefore denies the same.

7. The allegations of Paragraphs No. 6, 7 and 8 of Plaintiff's Complaint state conclusions of law to which Defendant is not required to admit or deny. To the extent a response is required, Defendant denies the same and demand strict proof thereof.

8. Defendant denies the allegations of Paragraphs No. 9, 10, 11, 12, 13, and 14 of Plaintiff's Complaint and demands strict proof thereof.

9. Defendant has insufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph No. 15 of Plaintiff's Complaint, and therefore denies the same.

10. Defendant denies the allegations of Paragraph No. 16 of Plaintiff's Complaint and demands strict proof thereof.

11. Defendant has insufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraphs No. 17, 18, 19, 20, 21, and 22 of Plaintiff's Complaint, and therefore denies the same. To the extent the statements in these Paragraphs may

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be interpreted to suggest or imply liability on behalf of Rasier, those allegations are denied and Defendant demands strict proof thereof.

12. Answering the allegations of Paragraph No. 23 of Plaintiff's Complaint, Defendant admits only that Defendant McNeal utilized the Uber app after April 3, 2017. Defendant denies all other or contrary allegations in Paragraph No. 23 and demands strict proof thereof.

13. Defendant denies the allegations of Paragraph No. 24 of Plaintiff's Complaint and demands strict proof thereof.

14. The allegations of Paragraphs No. 25, 26, 27, and 28 reference writings or documents, the terms of which speak for themselves. Defendant craves reference to these reference writings or documents and denies any allegations of these Paragraphs inconsistent therewith. Furthermore, to the extent the allegations contained in these Paragraphs may be interpreted to suggest or imply liability on behalf of Rasier, those allegations are denied.

15. Defendant denies the allegations of Paragraphs No. 29, 30, 31, 32, 33, and 34 of Plaintiff's Complaint and demands strict proof thereof.

FOR A SECOND CAUSE OF ACTION:

16. Answering the allegations of Paragraph No. 35 of Plaintiff's Complaint, Defendant realleges and incorporates herein by reference the responses contained in the above paragraphs as if restated verbatim herein.

17. Defendant denies the allegations of Paragraphs No. 36 and 37 of Plaintiff's Complaint and demands strict proof thereof.

18. The allegations of Paragraph No. 38 of Plaintiff's Complaint state conclusions of law to which Defendant is not required to admit or deny. To the extent a response is required,

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Defendant denies the same and demand strict proof thereof. Furthermore, to the extent the allegations contained in this Paragraph may be interpreted to suggest or imply liability on behalf of Rasier, those allegations are denied.

19. Answering the allegations of Paragraph No. 39 of Plaintiff's Complaint, Defendant admits only that Defendant McNeal entered into a Technology Services Agreement in order to obtain access to a driver version of the Uber App and receive lead generation services it is authorized to do business in South Carolina. Defendant denies all other or contrary allegations in Paragraph No. 39 and demands strict proof thereof.

20. Defendant denies the allegations of Paragraphs No. 40, 41, 42, 43, 44, 45 (including all subparts), 46, 47, and 48 of Plaintiff's Complaint and demands strict proof thereof.

FOR A THIRD CAUSE OF ACTION:

21. Answering the allegations of Paragraph No. 49 of Plaintiff's Complaint, Defendant realleges and incorporates herein by reference the responses contained in the above paragraphs as if restated verbatim herein.

22. Defendant denies the allegations of Paragraph No. 51, 52 (including all subparts), 53, 54 and 55 of Plaintiff's Complaint and demands strict proof thereof.

23. Defendant denies the allegations of the WHEREFORE Paragraph, this being the remaining allegations of Plaintiff's Complaint, and demand strict proof thereof.

FOR A SECOND DEFENSE:

24. Defendant realleges and incorporates herein by reference all of its previous responses and allegations as if restated verbatim herein.

25. Defendant asserts the following separate and additional defenses in response to the allegations of Plaintiff's Complaint while undertaking the burden of proof only as to those

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defenses deemed affirmative defenses by law, regardless of how such defenses are denominated herein. In addition to the defenses described below, Defendant specifically reserves all rights to allege additional defenses that become known through the course of discovery or asserted by co-Defendants or third-parties.

FOR A THIRD DEFENSE:
(Failure to State a Claim)

26. Defendant realleges and incorporates herein by reference all of its previous responses and allegations as if restated verbatim herein.

27. The Plaintiff's Complaint, and each and every cause of action therein, fails to allege facts sufficient to state a claim upon which relief can be granted.

FOR A FOURTH DEFENSE:
(Comparative Negligence)

28. Defendant realleges and incorporates herein by reference all of its previous responses and allegations as if restated verbatim herein.

29. Defendant alleges that any injury, damage or loss, if any, sustained by Plaintiff was proximately caused and contributed to by Plaintiff Decedent's own negligence in that he did not exercise ordinary care at the times and places set forth in the Plaintiff's Complaint. Said negligence contributed to and was a proximate cause of Plaintiff's alleged injuries and damages, if any, or was the sole cause thereof. Furthermore, even if Defendant was negligent as alleged in Plaintiff's Complaint, which is specifically denied, any injury and damage suffered by Plaintiff was due to Plaintiff Decedent's own comparative negligence so as to bar or partially bar any recovery in this matter.

FOR A FIFTH DEFENSE:
(No Responsibility for Acts of Omissions of Others)

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30. Defendant realleges and incorporates herein by reference all of its previous responses and allegations as if restated verbatim herein.

31. The Plaintiff's Complaint is barred in whole or in part because Defendant is not liable for the acts of omissions of others over whom they are not responsible.

FOR A SIXTH DEFENSE:
(Assumption of the Risk)

32. Defendant realleges and incorporates herein by reference all of its previous responses and allegations as if restated verbatim herein.

33. Defendant alleges that the perils and dangers existing at the time of Plaintiff's action, if any, were known to Plaintiff's Decedent, who nevertheless conducted himself in such a manner so as to voluntarily assume all risks pertaining thereto.

FOR A SEVENTH DEFENSE:
(Unforeseeable Intervening or Superseding Events)

34. Defendant realleges and incorporates herein by reference all of its previous responses and allegations as if restated verbatim herein.

35. The damages complained of were solely the result of unforeseeable intervening or superseding events over which Defendant had no control.

FOR AN EIGHTH DEFENSE:
(Intervening, Superseding Negligence of a Third Party)

36. Defendant realleges and incorporates herein by reference all of its previous responses and allegations as if restated verbatim herein.

37. Plaintiff and Plaintiff Decedent's injuries and damages, if any, were due solely to, caused wholly by, and were the direct and proximate result of the intervening and superseding acts and/or omissions of some other party, person, entity or corporation other than Defendant,

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over whom Defendant had no control and for whose conduct Defendant bears no responsibility. Therefore, the Plaintiff is barred from recovery against Defendant.

FOR A NINTH DEFENSE:
(No Proximate Cause)

38. Defendant realleges and incorporates herein by reference all of its previous responses and allegations as if restated verbatim herein.

39. That, even if Defendant was negligent, as alleged in Plaintiff's Complaint, which is specifically denied, the negligence of Defendant is not the direct or proximate cause of any injury alleged by the Plaintiff and therefore Defendant is not liable for any damages allegedly sustained by the Plaintiff.

FOR A TENTH DEFENSE:
(No Duty)

40. Defendant realleges and incorporates herein by reference all of its previous responses and allegations as if restated verbatim herein.

41. Defendant specifically denies all allegations of any alleged duty owed to Plaintiff.

FOR AN ELEVENTH DEFENSE:
(Lack of Duty)

42. Defendant realleges and incorporates herein by reference all of its previous responses and allegations as if restated verbatim herein.

43. The Plaintiff's claims are barred against Defendant to the extent that they are based upon duties which cannot properly be assigned to Defendant.

FOR A TWELFTH DEFENSE:
(No Breach of Duty)

44. Defendant realleges and incorporates herein by reference all of its previous responses and allegations as if restated verbatim herein.

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45. Defendant alleges that if any breach of duty has occurred, which is expressly denied, said breach of duty was waived by the conduct, actions, and inactions of the Plaintiff's Decedent.

FOR A THIRTEENTH DEFENSE:
(Speculative Damages)

46. Defendant realleges and incorporates herein by reference all of its previous responses and allegations as if restated verbatim herein.

47. The damages requested by Plaintiff may be barred in whole or in part as speculative, uncertain, or otherwise not cognizable.

FOR A FOURTEENTH DEFENSE:
(Failure to Mitigate)

48. Defendant realleges and incorporates herein by reference all of its previous responses and allegations as if restated verbatim herein.

49. Defendant alleges that the Plaintiff has failed to mitigate her damages and, therefore, Plaintiff's Complaint should be dismissed.

FOR A FIFTEENTH DEFENSE:
(Unreasonable or Unlawful Medical Expenses)

50. Defendant realleges and incorporates herein by reference all of its previous responses and allegations as if restated verbatim herein.

51. Defendant alleges that if found responsible for Plaintiff's injuries and Plaintiff Decedent's medical expenses, which is specifically denied, Defendant would only be obligated to the extent such expenses are reasonable and lawfully incurred. Defendant denies that fees for services for which Plaintiff seeks reimbursement are either reasonable or lawfully incurred.

FOR A SIXTEENTH DEFENSE:
(Insurance Offset)

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52. Defendant realleges and incorporates herein by reference all of its previous responses and allegations as if restated verbatim herein.

53. Plaintiff's damages may be barred, limited, or offset in the amount of any reimbursement received by Plaintiff as a result of any insurance or other health benefits plan, or any amounts paid by any insurance or other health benefits plan.

FOR A SEVENTEENTH DEFENSE:
(Settlement Offset)

54. Defendant realleges and incorporates herein by reference all of its previous responses and allegations as if restated verbatim herein.

55. Plaintiff's damages may be barred, limited, or offset by the amount, or a portion of the amount, of any settlement with any other defendant, cross-defendant, or third party.

FOR AN EIGHTEENTH DEFENSE:
(Contribution)

56. Defendant realleges and incorporates herein by reference all of its previous responses and allegations as if restated verbatim herein.

57. Defendant alleges that it may be entitled to contribution for any recovery by Plaintiff from Co-Defendant and third parties.

FOR A NINETEENTH DEFENSE:
(No Injury or Damages)

58. Defendant realleges and incorporates herein by reference all of its previous responses and allegations as if restated verbatim herein.

59. Defendant alleges that Plaintiff's Complaint, and each and every purported cause of action therein, may be barred because Plaintiff has not suffered any injury or damages, if any, as a result of any action or inaction by Defendant.

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FOR A TWENTIETH DEFENSE:
(Estoppel)

60. Defendant realleges and incorporates herein by reference all of its previous responses and allegations as if restated verbatim herein.

61. Defendant alleges that Plaintiff's Complaint, and each and every purported cause of action therein, may be barred under the doctrine of estoppel.

FOR A TWENTY-FIRST DEFENSE:
(Unclean Hands)

62. Defendant realleges and incorporates herein by reference all of its previous responses and allegations as if restated verbatim herein.

63. Defendant alleges that the Plaintiff's Complaint, and each and every purported cause of action therein, may be barred under the doctrine of unclean hands because of Plaintiff Decedent's own acts, omissions, and other conduct.

FOR A TWENTY-SECOND DEFENSE:
(Waiver/Release)

64. Defendant realleges and incorporates herein by reference all of its previous responses and allegations as if restated verbatim herein.

65. Defendant alleges that Plaintiff's Complaint, and each and every purported cause of action therein, may be barred because Plaintiff's Decedent, by his own acts, omissions, and other conduct, voluntarily, knowingly, and intentionally waived, released, and relinquished any right to assert any of the purported causes of action against Defendant, or to seek or make any recovery against Defendant.

FOR A TWENTY-THIRD DEFENSE:
(Laches)

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66. Defendant realleges and incorporates herein by reference all of its previous responses and allegations as if restated verbatim herein.

67. Defendant alleges that the Plaintiff's Complaint, and each and every purported cause of action therein, may be barred under the doctrine of laches.

FOR A TWENTY-FOURTH DEFENSE:
(Consent)

68. Defendant realleges and incorporates herein by reference all of its previous responses and allegations as if restated verbatim herein.

69. Defendant alleges that the Plaintiff's Complaint, and each and every purported cause of action therein, may be barred under the doctrine of consent.

FOR A TWENTY-FIFTH DEFENSE:
(Statutory Defenses)

70. Defendant realleges and incorporates herein by reference all of its previous responses and allegations as if restated verbatim herein.

71. Defendant claims the benefit of all defenses and presumptions set forth in or arising from any rule of law or statute of the State of South Carolina or any rule of law, statute, or ordinance of any other applicable jurisdiction.

FOR A TWENTY-SIXTH DEFENSE:
(Independent Contractor)

72. Defendant realleges and incorporates herein by reference all of its previous responses and allegations as if restated verbatim herein.

73. Defendant alleges the Plaintiff's Complaint, and each cause of action therein, may be barred, in whole or in part, under the independent contractor defense because Defendant Tevin Lamar Murphy was not acting as the agent or employee of Defendant at any time, but instead was an independent contractor responsible for his own means ad methods. Consequently,

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Defendant is not responsible for the conduct of Defendant Jesse McNeal through the principles of agency, vicarious liability, *respondeat superior*, or otherwise. Defendant pleads such independent contractor status of Defendant Jesse McNeal, lack of agency, and no *respondeat superior* as a complete bar to recovery.

FOR A TWENTY-SEVENTH DEFENSE:
(No Vicarious or Agency Liability)

74. Defendant realleges and incorporates herein by reference all of its previous responses and allegations as if restated verbatim herein.

75. Defendant alleges that at no time or place set forth in the Plaintiff's Complaint did any other defendant or third person alleged to be at fault operate as the agent or employee of Defendant such that Defendant could be held vicariously liable for their acts. Should any other defendant or third party be deemed to have any affiliation with Defendant, then such other defendant or third party was independently responsible for their own means and methods. Accordingly, the doctrines of *respondeat superior* and agency are inapplicable, and Defendant has no vicarious liability for acts or omissions by said other defendants or third parties.

FOR A TWENTY-EIGHTH DEFENSE:
(Express Indemnity)

76. Defendant realleges and incorporates herein by reference all of its previous responses and allegations as if restated verbatim herein.

77. Defendant Jesse McNeal is contractually obligated to defend, indemnify and hold Defendant harmless for all claims asserted by the Plaintiff.

FOR A TWENTY-NINTH DEFENSE:
(Compliance with Statutes)

78. Defendant realleges and incorporates herein by reference all of its previous responses and allegations as if restated verbatim herein.

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79. Defendant alleges that Plaintiff's claims are barred, in whole or in part, because it complied with the applicable statutes.

FOR A THIRTIETH DEFENSE:
(Punitive Damages Unconstitutional)

80. Defendant realleges and incorporates herein by reference all of its previous responses and allegations as if restated verbatim herein.

81. That any award or assessment of punitive damages as prayed for by the Plaintiff would violate Defendants' constitutional rights under the Fifth, Sixth and Fourteenth Amendments of the United States Constitution and comparable provisions of the South Carolina Constitution.

FOR A THIRTY-FIRST DEFENSE:
(Statutory Cap on Punitive Damages)

82. Defendant realleges and incorporates herein by reference all of its previous responses and allegations as if restated verbatim herein.

83. Defendant asserts entitlement to all benefits, privileges, protections and limitations on any punitive damages award under the South Carolina Fairness in Civil Justice Act of 2011, as codified in S.C. Code Ann. §§ 15-32-510, 15-32-520, 15-32-530 and 15-32-540 et seq.

FOR A THIRTY-SECOND DEFENSE:
(Election of Remedies)

84. Defendant realleges and incorporates herein by reference all of its previous responses and allegations as if restated verbatim herein.

85. Plaintiff's claims are barred, in whole or in part, to the extent precluded under the doctrine of Election of Remedies.

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FOR A THIRTY-THIRD DEFENSE:
(Transportation Network Company Statute)

86. Defendant realleges and incorporates herein by reference all of its previous responses and allegations as if restated verbatim herein.

87. Defendant craves reference and specifically pleads the application of the Transportation Network Company ("TNC") statute in South Carolina, S.C. Code Section 58-23-1610, *et seq*. The TNC statute provides that neither TNC companies nor TNC drivers are common carriers (*see* S.C. Code Ann. Sections 58-23-50(C) and 58-23-1610).

FURTHER ANSWERING AND AS AN ADDITIONAL DEFENSE, DEFENDANTS ALLEGE:
(Reservation and Non-Waiver)

88. Defendant realleges and incorporates herein by reference all of its previous responses and allegations as if restated verbatim herein.

89. Defendant expressly reserves its right to amend this Answer, including the right to assert additional defenses, whether affirmative or otherwise, about which they presently lack knowledge or information, but which may become available or apparent during the course of this litigation, through discovery, or other means.

WHEREFORE, having fully answered the Complaint of the Plaintiff, Defendant Rasier, LLC prays that the Complaint be dismissed with prejudice, for the costs of this action, and for such other and further relief as the Court deems just and proper.

[Signature Follows]

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s/ John A. "Jay" Jones
John A. "Jay" Jones, Esq.
H. Lucius Laffitte, III, Esq.
Gallivan, White & Boyd, P.A.
40 Calhoun Street, Suite 315
Charleston, SC 29401
jjones@gwblawfirm.com
llaffitte@gwblawfirm.com
Telephone: 843-735-7600
Facsimile: 843-414-8070

Attorneys for Rasier, LLC

October 9, 2020
Charleston, South Carolina

ELECTRONICALLY FILED - 2020 Oct 09 6:21 PM - CHARLESTON - COMMON PLEAS - CASE#2020CP1001553

STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON Crista Linares Grainger, as Personal Representative of the Estate of Sebastian Linares Grainger, Plaintiff, v. Uber Technologies, Inc.; Rasier, LLC, and Jesse McNeal, Defendants.	)	IN THE COURT OF COMMON PLEAS FOR THE NINTH JUDICIAL CIRCUIT CIVIL ACTION NO.: 2020-CP-10-01553 **ANSWER OF DEFENDANT UBER TECHNOLOGIES, INC.** **(*Jury Trial Demanded*)**

TO: MICHELLE ENDEMANN, ATTORNEY FOR PLAINTIFF:

Comes now Uber Technologies, Inc. (hereinafter "Uber" or "Defendant") by and through its undersigned counsel, hereby answers the Plaintiff's Complaint as follows:

FOR A FIRST DEFENSE:
(General Denial)

1. Each and every allegation of Plaintiff's Complaint not hereinafter specifically admitted, qualified, or explained is denied.

2. Answering the allegations of Paragraph No. 1 of Plaintiff's Complaint, Defendant admits, upon information and belief, that Crista Linares Grainger is the sister and Personal Representative of the Estate of Sebastian Linares Grainger, but denies the remaining allegations of Paragraph No. 1 and demands strict proof thereof.

3. Answering the allegations of Paragraph No. 2 of Plaintiff's Complaint, Defendant admits only that it is authorized to do business in South Carolina. Defendant denies all other or contrary allegations in Paragraph No. 2 and demands strict proof thereof.

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4. Defendant cannot answer for another defendant. To the extent the allegations in Paragraph No. 3 of Plaintiff's Complaint may be directed to and/or construed against Defendant, Defendant denies the allegations of Paragraph No. 3 and demands strict proof thereof.

5. The allegations of Paragraph No. 4 of Plaintiff's Complaint identify how Plaintiff collectively refers to Uber and Co-Defendant, Rasier, LLC. To the extent the statements in this Paragraph may be interpreted to suggest or imply liability on behalf of Uber, those allegations are denied and Defendant demands strict proof thereof.

6. Defendant has insufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph No. 5 of Plaintiff's Complaint, and therefore denies the same.

7. The allegations of Paragraphs No. 6, 7 and 8 of Plaintiff's Complaint state conclusions of law to which Defendant is not required to admit or deny. To the extent a response is required, Defendant denies the same and demand strict proof thereof.

8. Defendant denies the allegations of Paragraphs No. 9, 10, 11, 12, 13, and 14 of Plaintiff's Complaint and demands strict proof thereof.

9. Defendant has insufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph No. 15 of Plaintiff's Complaint, and therefore denies the same.

10. Defendant denies the allegations of Paragraph No. 16 of Plaintiff's Complaint and demands strict proof thereof.

11. Defendant has insufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraphs No. 17, 18, 19, 20, 21, and 22 of Plaintiff's Complaint, and therefore denies the same. To the extent the statements in these Paragraphs may

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be interpreted to suggest or imply liability on behalf of Uber, those allegations are denied and Defendant demands strict proof thereof.

12. Answering the allegations of Paragraph No. 23 of Plaintiff's Complaint, Defendant admits only that Defendant McNeal utilized the Uber app after April 3, 2017. Defendant denies all other or contrary allegations in Paragraph No. 23 and demands strict proof thereof.

13. Defendant denies the allegations of Paragraph No. 24 of Plaintiff's Complaint and demands strict proof thereof.

14. The allegations of Paragraphs No. 25, 26, 27, and 28 reference writings or documents, the terms of which speak for themselves. Defendant craves reference to these reference writings or documents and denies any allegations of these Paragraphs inconsistent therewith. Furthermore, to the extent the allegations contained in these Paragraphs may be interpreted to suggest or imply liability on behalf of Uber, those allegations are denied.

15. Defendant denies the allegations of Paragraphs No. 29, 30, 31, 32, 33, and 34 of Plaintiff's Complaint and demands strict proof thereof.

FOR A SECOND CAUSE OF ACTION:

16. Answering the allegations of Paragraph No. 35 of Plaintiff's Complaint, Defendant realleges and incorporates herein by reference the responses contained in the above paragraphs as if restated verbatim herein.

17. Defendant denies the allegations of Paragraphs No. 36 and 37 of Plaintiff's Complaint and demands strict proof thereof.

18. The allegations of Paragraph No. 38 of Plaintiff's Complaint state conclusions of law to which Defendant is not required to admit or deny. To the extent a response is required,

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Defendant denies the same and demand strict proof thereof. Furthermore, to the extent the allegations contained in this Paragraph may be interpreted to suggest or imply liability on behalf of Uber, those allegations are denied.

19. Answering the allegations of Paragraph No. 39 of Plaintiff's Complaint, Defendant admits only that Defendant McNeal entered into a Technology Services Agreement in order to obtain access to a driver version of the Uber App and receive lead generation services it is authorized to do business in South Carolina. Defendant denies all other or contrary allegations in Paragraph No. 39 and demands strict proof thereof.

20. Defendant denies the allegations of Paragraphs No. 40, 41, 42, 43, 44, 45 (including all subparts), 46, 47, and 48 of Plaintiff's Complaint and demands strict proof thereof.

FOR A THIRD CAUSE OF ACTION:

21. Answering the allegations of Paragraph No. 49 of Plaintiff's Complaint, Defendant realleges and incorporates herein by reference the responses contained in the above paragraphs as if restated verbatim herein.

22. Defendant denies the allegations of Paragraph No. 51, 52 (including all subparts), 53, 54 and 55 of Plaintiff's Complaint and demands strict proof thereof.

23. Defendant denies the allegations of the WHEREFORE Paragraph, this being the remaining allegations of Plaintiff's Complaint, and demand strict proof thereof.

FOR A SECOND DEFENSE:

24. Defendant realleges and incorporates herein by reference all of its previous responses and allegations as if restated verbatim herein.

25. Defendant asserts the following separate and additional defenses in response to the allegations of Plaintiff's Complaint while undertaking the burden of proof only as to those

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defenses deemed affirmative defenses by law, regardless of how such defenses are denominated herein. In addition to the defenses described below, Defendant specifically reserves all rights to allege additional defenses that become known through the course of discovery or asserted by co-Defendants or third-parties.

FOR A THIRD DEFENSE:
(Failure to State a Claim)

26. Defendant realleges and incorporates herein by reference all of its previous responses and allegations as if restated verbatim herein.

27. The Plaintiff's Complaint, and each and every cause of action therein, fails to allege facts sufficient to state a claim upon which relief can be granted.

FOR A FOURTH DEFENSE:
(Comparative Negligence)

28. Defendant realleges and incorporates herein by reference all of its previous responses and allegations as if restated verbatim herein.

29. Defendant alleges that any injury, damage or loss, if any, sustained by Plaintiff was proximately caused and contributed to by Plaintiff Decedent's own negligence in that he did not exercise ordinary care at the times and places set forth in the Plaintiff's Complaint. Said negligence contributed to and was a proximate cause of Plaintiff's alleged injuries and damages, if any, or was the sole cause thereof. Furthermore, even if Defendant was negligent as alleged in Plaintiff's Complaint, which is specifically denied, any injury and damage suffered by Plaintiff was due to Plaintiff Decedent's own comparative negligence so as to bar or partially bar any recovery in this matter.

FOR A FIFTH DEFENSE:
(No Responsibility for Acts of Omissions of Others)

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30. Defendant realleges and incorporates herein by reference all of its previous responses and allegations as if restated verbatim herein.

31. The Plaintiff's Complaint is barred in whole or in part because Defendant is not liable for the acts of omissions of others over whom they are not responsible.

FOR A SIXTH DEFENSE:
(Assumption of the Risk)

32. Defendant realleges and incorporates herein by reference all of its previous responses and allegations as if restated verbatim herein.

33. Defendant alleges that the perils and dangers existing at the time of Plaintiff's action, if any, were known to Plaintiff's Decedent, who nevertheless conducted himself in such a manner so as to voluntarily assume all risks pertaining thereto.

FOR A SEVENTH DEFENSE:
(Unforeseeable Intervening or Superseding Events)

34. Defendant realleges and incorporates herein by reference all of its previous responses and allegations as if restated verbatim herein.

35. The damages complained of were solely the result of unforeseeable intervening or superseding events over which Defendant had no control.

FOR AN EIGHTH DEFENSE:
(Intervening, Superseding Negligence of a Third Party)

36. Defendant realleges and incorporates herein by reference all of its previous responses and allegations as if restated verbatim herein.

37. Plaintiff and Plaintiff Decedent's injuries and damages, if any, were due solely to, caused wholly by, and were the direct and proximate result of the intervening and superseding acts and/or omissions of some other party, person, entity or corporation other than Defendant,

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over whom Defendant had no control and for whose conduct Defendant bears no responsibility. Therefore, the Plaintiff is barred from recovery against Defendant.

FOR A NINTH DEFENSE:
(No Proximate Cause)

38. Defendant realleges and incorporates herein by reference all of its previous responses and allegations as if restated verbatim herein.

39. That, even if Defendant was negligent, as alleged in Plaintiff's Complaint, which is specifically denied, the negligence of Defendant is not the direct or proximate cause of any injury alleged by the Plaintiff and therefore Defendant is not liable for any damages allegedly sustained by the Plaintiff.

FOR A TENTH DEFENSE:
(No Duty)

40. Defendant realleges and incorporates herein by reference all of its previous responses and allegations as if restated verbatim herein.

41. Defendant specifically denies all allegations of any alleged duty owed to Plaintiff.

FOR AN ELEVENTH DEFENSE:
(Lack of Duty)

42. Defendant realleges and incorporates herein by reference all of its previous responses and allegations as if restated verbatim herein.

43. The Plaintiff's claims are barred against Defendant to the extent that they are based upon duties which cannot properly be assigned to Defendant.

FOR A TWELFTH DEFENSE:
(No Breach of Duty)

44. Defendant realleges and incorporates herein by reference all of its previous responses and allegations as if restated verbatim herein.

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45. Defendant alleges that if any breach of duty has occurred, which is expressly denied, said breach of duty was waived by the conduct, actions, and inactions of the Plaintiff's Decedent.

FOR A THIRTEENTH DEFENSE:
(Speculative Damages)

46. Defendant realleges and incorporates herein by reference all of its previous responses and allegations as if restated verbatim herein.

47. The damages requested by Plaintiff may be barred in whole or in part as speculative, uncertain, or otherwise not cognizable.

FOR A FOURTEENTH DEFENSE:
(Failure to Mitigate)

48. Defendant realleges and incorporates herein by reference all of its previous responses and allegations as if restated verbatim herein.

49. Defendant alleges that the Plaintiff has failed to mitigate her damages and, therefore, Plaintiff's Complaint should be dismissed.

FOR A FIFTEENTH DEFENSE:
(Unreasonable or Unlawful Medical Expenses)

50. Defendant realleges and incorporates herein by reference all of its previous responses and allegations as if restated verbatim herein.

51. Defendant alleges that if found responsible for Plaintiff's injuries and Plaintiff Decedent's medical expenses, which is specifically denied, Defendant would only be obligated to the extent such expenses are reasonable and lawfully incurred. Defendant denies that fees for services for which Plaintiff seeks reimbursement are either reasonable or lawfully incurred.

FOR A SIXTEENTH DEFENSE:
(Insurance Offset)

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52. Defendant realleges and incorporates herein by reference all of its previous responses and allegations as if restated verbatim herein.

53. Plaintiff's damages may be barred, limited, or offset in the amount of any reimbursement received by Plaintiff as a result of any insurance or other health benefits plan, or any amounts paid by any insurance or other health benefits plan.

FOR A SEVENTEENTH DEFENSE:
(Settlement Offset)

54. Defendant realleges and incorporates herein by reference all of its previous responses and allegations as if restated verbatim herein.

55. Plaintiff's damages may be barred, limited, or offset by the amount, or a portion of the amount, of any settlement with any other defendant, cross-defendant, or third party.

FOR AN EIGHTEENTH DEFENSE:
(Contribution)

56. Defendant realleges and incorporates herein by reference all of its previous responses and allegations as if restated verbatim herein.

57. Defendant alleges that it may be entitled to contribution for any recovery by Plaintiff from Co-Defendant and third parties.

FOR A NINETEENTH DEFENSE:
(No Injury or Damages)

58. Defendant realleges and incorporates herein by reference all of its previous responses and allegations as if restated verbatim herein.

59. Defendant alleges that Plaintiff's Complaint, and each and every purported cause of action therein, may be barred because Plaintiff has not suffered any injury or damages, if any, as a result of any action or inaction by Defendant.

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FOR A TWENTIETH DEFENSE:
(Estoppel)

60. Defendant realleges and incorporates herein by reference all of its previous responses and allegations as if restated verbatim herein.

61. Defendant alleges that Plaintiff's Complaint, and each and every purported cause of action therein, may be barred under the doctrine of estoppel.

FOR A TWENTY-FIRST DEFENSE:
(Unclean Hands)

62. Defendant realleges and incorporates herein by reference all of its previous responses and allegations as if restated verbatim herein.

63. Defendant alleges that the Plaintiff's Complaint, and each and every purported cause of action therein, may be barred under the doctrine of unclean hands because of Plaintiff Decedent's own acts, omissions, and other conduct.

FOR A TWENTY-SECOND DEFENSE:
(Waiver/Release)

64. Defendant realleges and incorporates herein by reference all of its previous responses and allegations as if restated verbatim herein.

65. Defendant alleges that Plaintiff's Complaint, and each and every purported cause of action therein, may be barred because Plaintiff's Decedent, by his own acts, omissions, and other conduct, voluntarily, knowingly, and intentionally waived, released, and relinquished any right to assert any of the purported causes of action against Defendant, or to seek or make any recovery against Defendant.

FOR A TWENTY-THIRD DEFENSE:
(Laches)

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66. Defendant realleges and incorporates herein by reference all of its previous responses and allegations as if restated verbatim herein.

67. Defendant alleges that the Plaintiff's Complaint, and each and every purported cause of action therein, may be barred under the doctrine of laches.

FOR A TWENTY-FOURTH DEFENSE:
(Consent)

68. Defendant realleges and incorporates herein by reference all of its previous responses and allegations as if restated verbatim herein.

69. Defendant alleges that the Plaintiff's Complaint, and each and every purported cause of action therein, may be barred under the doctrine of consent.

FOR A TWENTY-FIFTH DEFENSE:
(Statutory Defenses)

70. Defendant realleges and incorporates herein by reference all of its previous responses and allegations as if restated verbatim herein.

71. Defendant claims the benefit of all defenses and presumptions set forth in or arising from any rule of law or statute of the State of South Carolina or any rule of law, statute, or ordinance of any other applicable jurisdiction.

FOR A TWENTY-SIXTH DEFENSE:
(Independent Contractor)

72. Defendant realleges and incorporates herein by reference all of its previous responses and allegations as if restated verbatim herein.

73. Defendant alleges the Plaintiff's Complaint, and each cause of action therein, may be barred, in whole or in part, under the independent contractor defense because Defendant Tevin Lamar Murphy was not acting as the agent or employee of Defendant at any time, but instead was an independent contractor responsible for his own means ad methods. Consequently,

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Defendant is not responsible for the conduct of Defendant Jesse McNeal through the principles of agency, vicarious liability, *respondeat superior*, or otherwise. Defendant pleads such independent contractor status of Defendant Jesse McNeal, lack of agency, and no *respondeat superior* as a complete bar to recovery.

FOR A TWENTY-SEVENTH DEFENSE:
(No Vicarious or Agency Liability)

74. Defendant realleges and incorporates herein by reference all of its previous responses and allegations as if restated verbatim herein.

75. Defendant alleges that at no time or place set forth in the Plaintiff's Complaint did any other defendant or third person alleged to be at fault operate as the agent or employee of Defendant such that Defendant could be held vicariously liable for their acts. Should any other defendant or third party be deemed to have any affiliation with Defendant, then such other defendant or third party was independently responsible for their own means and methods. Accordingly, the doctrines of *respondeat superior* and agency are inapplicable, and Defendant has no vicarious liability for acts or omissions by said other defendants or third parties.

FOR A TWENTY-EIGHTH DEFENSE:
(Express Indemnity)

76. Defendant realleges and incorporates herein by reference all of its previous responses and allegations as if restated verbatim herein.

77. Defendant Jesse McNeal is contractually obligated to defend, indemnify and hold Defendant harmless for all claims asserted by the Plaintiff.

FOR A TWENTY-NINTH DEFENSE:
(Compliance with Statutes)

78. Defendant realleges and incorporates herein by reference all of its previous responses and allegations as if restated verbatim herein.

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79. Defendant alleges that Plaintiff's claims are barred, in whole or in part, because it complied with the applicable statutes.

FOR A THIRTIETH DEFENSE:
(Punitive Damages Unconstitutional)

80. Defendant realleges and incorporates herein by reference all of its previous responses and allegations as if restated verbatim herein.

81. That any award or assessment of punitive damages as prayed for by the Plaintiff would violate Defendants' constitutional rights under the Fifth, Sixth and Fourteenth Amendments of the United States Constitution and comparable provisions of the South Carolina Constitution.

FOR A THIRTY-FIRST DEFENSE:
(Statutory Cap on Punitive Damages)

82. Defendant realleges and incorporates herein by reference all of its previous responses and allegations as if restated verbatim herein.

83. Defendant asserts entitlement to all benefits, privileges, protections and limitations on any punitive damages award under the South Carolina Fairness in Civil Justice Act of 2011, as codified in S.C. Code Ann. §§ 15-32-510, 15-32-520, 15-32-530 and 15-32-540 et seq.

FOR A THIRTY-SECOND DEFENSE:
(Election of Remedies)

84. Defendant realleges and incorporates herein by reference all of its previous responses and allegations as if restated verbatim herein.

85. Plaintiff's claims are barred, in whole or in part, to the extent precluded under the doctrine of Election of Remedies.

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FOR A THIRTY-THIRD DEFENSE:
(Transportation Network Company Statute)

86. Defendant realleges and incorporates herein by reference all of its previous responses and allegations as if restated verbatim herein.

87. Defendant craves reference and specifically pleads the application of the Transportation Network Company ("TNC") statute in South Carolina, S.C. Code Section 58-23-1610, *et seq*. The TNC statute provides that neither TNC companies nor TNC drivers are common carriers (*see* S.C. Code Ann. Sections 58-23-50(C) and 58-23-1610).

FURTHER ANSWERING AND AS AN ADDITIONAL DEFENSE, DEFENDANTS ALLEGE:
(Reservation and Non-Waiver)

88. Defendant realleges and incorporates herein by reference all of its previous responses and allegations as if restated verbatim herein.

89. Defendant expressly reserves its right to amend this Answer, including the right to assert additional defenses, whether affirmative or otherwise, about which they presently lack knowledge or information, but which may become available or apparent during the course of this litigation, through discovery, or other means.

WHEREFORE, having fully answered the Complaint of the Plaintiff, Defendant Uber Technologies, Inc. prays that the Complaint be dismissed with prejudice, for the costs of this action, and for such other and further relief as the Court deems just and proper.

[Signature Follows]

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s/ John A. "Jay" Jones
John A. "Jay" Jones, Esq.
H. Lucius Laffitte, III, Esq.
Gallivan, White & Boyd, P.A.
40 Calhoun Street, Suite 315
Charleston, SC 29401
jjones@gwblawfirm.com
llaffitte@gwblawfirm.com
Telephone: 843-735-7600
Facsimile: 843-414-8070

Attorneys for Uber Technologies, LLC

October 9, 2020
Charleston, South Carolina

ELECTRONICALLY FILED - 2024 Aug 07 4:48 PM - CHARLESTON - COMMON PLEAS - CASE#2020CP1001553

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	
	)	CASE NO.: 2020-CP-10-01553
Crista Linares Grainger, as Personal Representative of the Estate of Sebastian Linares Grainger,	)	
Plaintiff,	)	**NOTICE AND MOTION FOR SUMMARY JUDGMENT ON BEHALF OF UBER TECHNOLOGIES, INC. AND RASIER, LLC**
vs.	)	
Uber Technologies, Inc., Rasier, LLC and Jesse McNeal,	)	
Defendants.	)	

TO: OANA D. JOHNSON AND MICHELLE N. ENDEMANN, ATTORNEYS FOR PLAINTIFF:

YOU WILL PLEASE TAKE NOTICE that Defendants, Uber Technologies, Inc., and Rasier, LLC (hereinafter "Uber Defendants"), by and through their undersigned attorneys, will move before the Presiding Judge of the Court of Common Pleas for the Ninth Judicial Circuit on the tenth (10^{th}) day after service hereof or at such time and place as is convenient to the Court and counsel for an Order granting their Motion for Summary Judgment pursuant to Rule 56 of the South Carolina Rules of Civil Procedure as to the within action.

The Uber Defendants are entitled to summary judgment as to Plaintiff's claims because Defendant Jesse McNeal was not employed by the Uber Defendants or utilizing the Uber application at the time of the events alleged in Plaintiff's Complaint. In fact, the undisputed evidence of record reveals that Defendant McNeal arranged to provide and provided illegal drugs to Decedent Sebastian Linares Grainger without any use of the Uber application. Because Defendant McNeal was acting in his personal capacity at the time of the drug transaction, the Uber Defendant have no liability to Plaintiff as a matter of law, and summary judgment is warranted.

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This Motion is further based upon the pleadings in this case, discovery, applicable South Carolina statutes and case law, affidavits, a Memorandum of Law to be filed, and any other such matters as may be acceptable to the Court.

Respectfully Submitted,

By: *s/John A. "Jay" Jones*
John A. "Jay" Jones (S.C. Bar No. 73091)
Allison E. Malone (S.C. Bar No. 102701)
GALLIVAN, WHITE & BOYD, P.A.
40 Calhoun Street, Suite 315
Charleston, SC 29401
Telephone: (843) 414-8110
jjones@gwblawfirm.com
amalone@gwblawfirm.com
Attorneys for Uber USA, LLC & Rasier, LLC

August 7, 2024
Charleston, South Carolina

ELECTRONICALLY FILED - 2024 Oct 29 10:24 AM - CHARLESTON - COMMON PLEAS - CASE#2020CP1001553

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	
	)	CASE NO.: 2020-CP-10-01553
Crista Linares Grainger, as Personal Representative of the Estate of Sebastian Linares Grainger,	)	
Plaintiff,	)	**MEMORANDUM OF LAW IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT ON BEHALF OF UBER TECHONOLOGIES, INC. AND RASIER, LLC**
vs.	)	
Uber Technologies, Inc., Rasier, LLC and Jesse McNeal,	)	
Defendants.	)	

Defendants Uber Technologies, Inc. and Rasier, LLC, by and through the undersigned counsel, hereby submit this Memorandum of Law in support of this Motion for Summary Judgment. Based upon this Memorandum, applicable case law, and other documents filed with this Court, Defendants, Uber Technologies, Inc. and Rasier, LLC (hereinafter collectively "Uber"[1]), respectfully request that this Honorable Court grant their Motion for Summary Judgment in accordance with Rule 56 of the South Carolina Rules of Civil Procedure.

STATEMENT OF THE CASE

This case arises out of an illegal drug transaction allegedly occurring between Decedent Sebastian Linares Grainger (hereinafter "Decedent") and Defendant Jesse McNeal (hereinafter "Defendant McNeal") on April 3, 2017, which resulted in the death of Decedent. *See* Detention Hearing Tr., Oct. 6., 2017, attached hereto as Ex. 1 at 9:16-10:13. Decedent and Defendant McNeal became acquainted through a single mutual use of the Uber Application, which is a platform that

[1] Rasier, LLC is a wholly owned subsidiary of Uber Technologies, Inc. As such, we will refer to both Uber Technologies, Inc. and Rasier, LLC as Uber throughout this memorandum for ease of reference.

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facilitates the connection of individuals in need of a ride who have access to the rider version of the application with individuals willing to provide transportation services who have access to the driver version of the application ("Uber App"). *See id*. at 13:14-17; 14:10-11. Decedent requested a ride via the Uber App on March 21, 2017. Defendant McNeal, an independent transportation provider who was also using the Uber App at the same time on March 21, 2017, picked Decedent up at 721 W. Sherwood Drive in Charleston, South Carolina at 11:42 p.m. and dropped him off at 12:41 a.m. *See* Uber Receipt, March 21, 2017, attached hereto as Ex. 2. Plaintiff alleges that Defendant McNeal offered to procure drugs for Decedent and transported him to a drug dealer's address during this ride but there is no evidence to support this claim as there is no testimony from the involved parties. *See* Pl.'s Compl., Mar. 23, 2023, attached hereto as Ex. 3 at ¶ 17. However, the evidence of record reveals that Decedent and Defendant McNeal exchanged personal cell phone numbers during the March 21, 2017 ride.

Decedent remitted a text message from his personal cell phone to Decedent McNeal on his personal cell phone on March 23, 2017 in which he introduced himself as Sebastian, recalled the Uber ride "last night," and requested "brick" or crack cocaine, which Defendant McNeal ultimately provided to him. *See* Ex. 1 at 7:8-24; 9:4-15. Decedent transmitted another text message to Defendant McNeal's personal cell phone on April 3, 2017, in which he asked Defendant McNeal to acquire heroin and painkillers on his behalf. *See id.* at 8:14-20; 9:16-20. Defendant McNeal obtained heroin and valium and allegedly provided these drugs to Decedent's residence at approximately 6:15 PM on April 3, 2017. *See id.* at 10:10-13; 11:8-12; and 12:5-6. The parties communicated, coordinated and facilitated these illegal drug transactions completely unrelated and unconnected to the use of the Uber App and through use of their personal cell phones messaging applications – the evidence of record is devoid of any communications on the Uber App. Moreover,

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Decedent did not seek or obtain transportation services via the Uber App on March 23, 2017 or April 3, 2017 nor did Defendant McNeal provide transportation services to Decedent (or anyone for that matter) through use of the Uber App on these dates. *See* Rider Trips Per Date Range Query, attached hereto as Ex. 4; Driver Trips per Date Range Query, attached hereto as Ex. 5.

On April 5, 2017, officers from the Charleston Police Department arrived at Decedent's residence to perform a welfare check and discovered him deceased. *See* Incident/Investigation Report, April 5, 2017, attached hereto as Ex. 6. Upon investigation, responding officers observed a small clear plastic bag containing an off-white powdery substance, which was later determined to be heroin mixed with fentanyl, on Decedent's dresser next to a rolled up $20 bill. *See id.* A subsequent autopsy identified acute mixed drug toxicity with heroin, fentanyl, and diazepam (or valium) as the cause of death and estimated the time of death to be April 3 or April 4, 2017. *See* Autopsy Final Report, Apr. 6, 2017, attached hereto as Ex. 7; *See also* Ex. 1 at 5:18-6:12.

Plaintiff seeks to hold Uber responsible for the wrongful death of Decedent on the basis that Uber "failed to properly screen, supervise, and monitor Defendant McNeal and his use of the Uber application, Uber platform, and Uber signage." *See* Ex. 3 at ¶ 30. However, Plaintiff cannot establish: (1) any direct liability by Uber in affording Defendant McNeal access to the driver version of the Uber application; or (2) any vicarious liability attributable to Uber for the actions of Defendant McNeal. In light of these factors, Uber seeks summary judgment pursuant to Rule 56 of the South Carolina Rules of Civil Procedure.

STANDARD OF REVIEW

Rule 56(b) of the South Carolina Rules of Civil Procedure provides that: "[a] party against whom a claim . . . is sought may, at any time, move with or without supporting affidavits for a summary judgment in [its] favor upon all or any part thereof." Summary judgment is appropriate

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"if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law." Rule 56, SCRP. The plain language of Rule 56(c) mandates the entry of summary judgment . . . against a party who fails to make a showing sufficient to establish the existence of an element essential to the party's case, and on which that party will bear the burden of proof at trial." *Baughman v. Am. Tel. & Tel. Co.,* 306 S.C. 101, 116, 410 S.E.2d 537, 545–46 (1991). "[A] complete failure of proof concerning an essential element of the nonmoving party's case necessarily renders all other facts immaterial." *Id.*

The party seeking summary judgment has the initial burden of demonstrating the absence of a genuine issue of material fact. *Trivelas v. S.C. Dep't of Transp*., 348 S.C. 125, 130, 558 S.E.2d 271, 273 (Ct. App. 2001). "Once the party moving for summary judgment meets the initial burden of showing an absence of evidentiary support for the opponent's case, the opponent cannot simply rest on mere allegations or denials contained in the pleadings." *Regions Bank v. Schmauch*, 354 S.C. 648, 660, 582 S.E.2d 432, 438 (2003). To defeat a properly supported motion for summary judgment, the party opposing the motion "must come forward with specific facts showing there is a genuine issue for trial." *Id.* "It is not sufficient for a party to create an inference that is not reasonable or a fact that is not genuine." *Town of Hollywood v. Floyd*, 403 S.C. 466, 477, 744 S.E.2d 161, 166 (2013). The standard under which the non-moving party is only required to submit a "mere scintilla" of evidence to withstand summary judgment does not apply under Rule 56(c) of the South Carolina Rules of Civil Procedure. *Kitchen Planners, LLC v. Friedman,* 2023 WL 5420401 at *3.

The proper standard under Rule 56(c) is whether there is a genuine issue of material fact. *See id.* In determining whether a genuine issue of fact exists, the evidence and all factual inferences

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drawn from it must be viewed in a light most favorable to the non-moving party. *Garvin v. Bi-Lo, Inc.,* 343 S.C. 625, 627, 541 S.E.2d 831, 833 (2001). However, summary judgment is proper where a verdict is not reasonably possible under the facts presented as is the case here. *Evans v. Stewart,* 370 S.C. 522, 526, 636 S.E.2d 632, 635 (Ct. App. 2006).

ARGUMENT

Uber is entitled to summary judgment on Plaintiff's causes of action because Plaintiff cannot establish that Uber is individually liable under any common law theory of negligence or vicariously liable for the actions of independent contractors.

I. Uber is entitled to summary judgment because Plaintiff cannot establish liability against Uber under any individual theory of negligence.

Plaintiff's claims are based upon allegations that Uber was individually negligent in failing to properly screen, supervise, and monitor Defendant McNeal and his use of the Uber App, Uber platform, and Uber signage. *See* Ex. 3 at ¶¶ 30, 45, 52. The first of Plaintiff's claims is based upon allegations that Uber acted negligently in the hiring, supervision, and retention of Defendant McNeal and, thus, fails as a matter of law due to the lack of an employer-employee relationship between Uber and Defendant McNeal.[2] *See Doe* v. *ATC, Inc.*, 367 S.C. 199, 205-06, 624 S.E.2d 447, 450-51 (Ct. App. 2005) (holding that the prerequisite to a negligent hiring claim is the existence of an employer-employee relationship). The second of Plaintiff's claims is based upon allegations that Uber acted negligently in the performance of its duties as a common carrier and, likewise, fails as a matter of law due to the exemption of vehicles used in ridesharing from common carrier status. *See* S.C. Code § 58-23-50(A)(9). To the extent that Plaintiff's claims are based upon allegations that Uber acted negligently in allowing Defendant McNeal to access and utilize the Uber App, Plaintiff's claims fail as a matter of law because Plaintiff cannot establish breach or

[2] Defendant McNeal's status as an independent contractor is set forth in the following sections, *infra*.

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causation. *See Ruh v. Metal Recycling Serv.*, 439 S.C. 649, 653, 889 S.E.2d 577, 580 (2023) (recognizing an individual cause of action against a principal for negligence in the selection and retention of an independent contractor).

A. *Plaintiff has not and cannot present any evidence that Uber failed to exercise reasonable care in allowing for use of the Uber application by Defendant McNeal*.

Plaintiff must be able to establish that Uber did not exercise reasonable care in screening, supervising, and monitoring Defendant McNeal's use of the Uber App to prevail on an individual negligence cause of action against Uber. *See id*. at 656, 889 S.E.2d at 581. However, the evidence of record reveals that Uber complied with the South Carolina Transportation Company Act prior to granting Defendant McNeal access to the driver version of the Uber App. Indeed, the South Carolina Transportation Network (hereinafter "the TNC Act") sets forth the applicable standard of care for a transportation network company or TNC such as Uber. *See* S.C. Code Ann. § 58-23-1620 (stating a person, corporation, partnership, sole proprietorship, or other entity that uses a digital network, platform, or internet-enabled application to connect a passenger to a transportation network driver for the purpose of providing transportation for compensation using a vehicle must comply with the requirements of the TNC Act).

The TNC Act requires the TNC to obtain certain background and qualification information from a TNC driver[3] before the TNC driver is approved by the TNC to access the driver version of the rideshare application (in this case, the Uber App) to connect with potential riders. *See* S.C. Code Ann. § 58-23-1650(A). The TNC driver qualification must include: (1) a valid driver's license; (2) a verification that the driver is twenty-one years of age or older; (3) a vehicle safety inspection performed by a certified mechanic; (4) a certified copy of the driver's ten-year driving

[3] The TNC Act defines a TNC driver as a person who uses a vehicle to provide transportation service for passengers matched through a transportation company's digital network. *See* S.C. Code Ann. §58-23-1610(4).

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record; (5) a local and national criminal background check; and (6) proof of automobile liability insurance in the name of the TNC driver. *See* S.C. Code Ann. § 58-23-1640; S.C. Code Ann. § 58-23-1650(B). Additionally, the TNC is required to verify that the TNC driver meets all the driver qualification requirements at intervals of at least once each year. *See* S.C. Code Ann. § 58-23-1650(C).

Uber obtained the necessary qualification information and documents from Defendant McNeal prior to approving him to utilize the Uber app on or about October 19, 2015. First, Uber obtained a copy of Defendant McNeal's driver's license which allowed for confirmation of a valid driver's license issued by the South Carolina Department of Transportation and verification of the driver being twenty-one years or age or older. *See* South Carolina Driver's License, attached hereto as Ex. 8. Second, Uber secured proof of automobile liability insurance from Defendant McNeal prior to and during his use of the Uber app. *See* Declarations Page, attached hereto as Ex. 9. Third, Uber required Defendant McNeal to submit proof of annual vehicle safety inspections in accordance with the TNC Act and had, in fact, received an inspection report from Defendant McNeal less than one (1) month before Decedent's one and only ride in Defendant McNeal's vehicle. *See* Rasier Annual Vehicle Inspection, attached hereto as Ex. 10. Fourth and lastly, Uber obtained a background check on Defendant McNeal from a nationally accredited third-party vendor, Checkr, Inc., which included a motor vehicle record search and a criminal record search, before approving him to use the driver version of the Uber App. *See* Report for Jesse McNeal, Apr. 22, 2015, attached hereto as Ex 11. Uber obtained additional background checks through Checkr, Inc. during Defendant McNeal's use of the Uber application.[4] *See* Report for Jesse McNeal, Apr. 6, 2016, attached hereto as Ex. 12; Report for Jesse McNeal, Oct. 2, 2017, attached hereto as Ex. 13. While

[4] Uber deactivated Defendant McNeal's account on or about April 3, 2020 due to his arrest in relation to the overdose death of Decedent. *See* April 3, 2020 message attached hereto as Ex. 14.

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these background checks reveal a December 4, 2006 charge for unlawful possession of a pistol and a June 9, 2008 charge for a probation violation, it was not necessary for Uber to prohibit access to the Uber App by Defendant McNeal under the TNC Act. Even more significantly, it would not have been mandatory for Uber to bar access to the Uber App under the TNC Act for felony drug possession convictions (if in existence). *See* S.C. Code Ann. § 58-23-1650(F)(3) ("The TNC shall not permit a TNC driver to provide TNC services who has been convicted within the past ten years of driving under the influence of drugs or alcohol, driving with an unlawful alcohol concentration, fraud, use of a motor vehicle to commit a felony, a felony crime involving property damage, and crimes defined as violent.").

Uber complied with the TNC Act by obtaining and evaluating the above-referenced information and documents and, thus, exercised reasonable care in screening, supervising, and monitoring Defendant McNeal's use of the Uber App. As such, Plaintiff's claim fails due to her inability to establish breach of the standard of care by Uber. *See Baughman,* 306 S.C. at 116, 410 S.E.2d at 545–46 (1991) ("[A] complete failure of proof concerning an essential element of the nonmoving party's case necessarily renders all other facts immaterial.").

B. Plaintiff cannot establish that Uber's actions are the proximate cause of Decedent's death.

Even if Plaintiff can show a breach in the standard of care by Uber (which is expressly denied based upon Uber's compliance with the TNC Act), Plaintiff must be able to be show that the breach was the proximate cause of the alleged injury. *See Hurd v. Williamsburg County*, 353 S.C. 596, 579 S.E.2d 136 (Ct. App. 2003), *aff'd*, 363 S.C. 421, 611 S.E.2d 488 (S.C. 2005). "The touchstone of proximate cause in South Carolina is foreseeability, which exists if the injury is the natural and probable consequence of the act complained of. *Id.* In other words, plaintiff must be able to demonstrate that the defendant foresaw or should have foreseen that its conduct would likely cause

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injury to establish proximate cause. *Id.* However, Plaintiff cannot establish foreseeability in this case as Decedent's death was not a natural or probable consequence of Uber's actions or inactions.

Uber's only actions with respect to this matter involve affording Defendant McNeal access to the Uber app upon review and receipt of statutorily required information and materials including a local and national background check. *See* S.C. Code Ann. § 58-23-1650(B). Uber could not have reasonably foreseen that Defendant McNeal would sell illegal drugs to Decedent based upon the results of his background checks which did not reveal any possession or distribution drug charges. *See* Exs. 11, 12, 13. Moreover, Uber's approval of Defendant McNeal to use the Uber app is far too remote from Decedent's death to be the proximate cause thereof. Defendant McNeal and Decedent became acquainted during the one and only ride that was arranged through the Uber app on March 21, 2017, at which time they exchanged personal cell phone numbers. *See* Ex. 1 at 7:8 - 8:2; Ex. 2. There is absolutely no evidence that Defendant McNeal procured the fentanyl-laced heroin that caused Decedent's death on ***March 21, 2017.*** Rather, Defendant McNeal and Decedent subsequently communicated via their personal cell phones – not via the Uber App – to communicate about the procurement of illegal drugs on March 23, 2017 and April 3, 2017. *See* Ex. 1 at 9:4-20. Defendant McNeal and Decedent did not use the Uber App to communicate about the acquisition of illegal drugs or exchange illegal drugs during Uber rides on March 23, 2017 or April 3, 2017. *See* Exs. 4 and 5. As such, it cannot be established that Decedent's overdose death on April 3, 2017 is a natural and probable consequence of Defendant McNeal's use of the Uber App.

The undisputed evidence of record reveals that Decedent died on April 3, 2017 and/or April 4, 2017 following the use of illegal drugs obtained during a private and personal transaction wholly unrelated to the Uber App. To hold Uber responsible for Decedent's death would be akin to

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holding an employer liable for all personal activities conducted by an employee outside of the course and scope of employment in direct contravention of South Carolina law.[5] Indeed, a plaintiff seeking recovery from an employer for injuries caused by an employee must establish that first and foremost the person is an employee, that the employee was acting within the course of his employment to accomplish the purpose of his employment and to further the employer's business under South Carolina law. *See Armstrong v. Food Lion, Inc*., 371 S.C. 271, 275, 639 S.E.2d 50, 52 (2006). "Uber is a technology company whose mission is to reimagine the way the world moves for the better. Our technology helps us develop and maintain multisided platforms that match consumers looking for rides and independent providers of ride services, as well as with other forms of transportation, including public transit, bikes, and scooters." https://www.uber.com/us/en/about/uber-offerings/?uclick_id=7976097b-fb13-4de5-ad1c-22d0d1c30cc2. Defendant McNeal is an independent contractor and was not logged in or using the Uber App as an independent provider of ride services to provide a ride to a consumer looking for a ride when he obtained illegal drugs for Decedent. He was instead acting during his own personal time or his own personal gain by selling illegal drugs to Decedent. *See Armstrong*, 371 S.C. at 275, 639 S.E.2d at 52 (holding that the act of an employee done to affect some independent purpose of his own which is wholly disconnected from his employment is not within the scope of employment so as to render the employer liable for his actions). Even assuming *arguendo* that Defendant McNeal could be construed as an employee of Uber (which is expressly denied), his actions and conduct – procuring an illegal drug for Decedent on his own time and on his own personal device and not via the Uber App – would still be so far removed and disconnected from his permissible scope of work – which is to provide transportation from point A to point B – that

[5] Uber expressly denies that Defendant McNeal was an employee in demonstrating why Plaintiff's claims fail due to lack of proximate causation.

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Uber cannot be liable for Decedent's death. As such, there is no genuine issue of material fact as to whether Uber's actions are not the proximate cause of Decedent's death and this Court must grant Uber's Motion for Summary Judgment.

II. Uber is entitled to summary judgment because Plaintiff cannot impute liability to Uber for the acts of independent contractors.

Even if Plaintiff's claims against Uber are based upon allegations that Uber is vicariously liable for the actions of Defendant McNeal (which is expressly denied), Plaintiff's claim fails as a matter of law due to McNeal's status as an independent contractor. As a general rule, "a principal is not vicariously liable for the negligent acts of an independent contractor." *See Rock Hill Tel. Co. v. Globe Comm'ns, Inc.*, 363 S.C. 385, 390, 611 S.E.2d 235, 238 (2005); *see also, Duane v. Presley Constr. Co.,* 270 S.C. 682, 683, 244 S.E.2d 509, 510 (1978) (stating "an employer is not liable for the torts of independent contractor committed in the performance of contracted work."); *Froneberger v. Smith*, 406 S.C. 37, 748 S.E.2d 625, 633 (Ct. App. 2013) (providing that doctrine of *respondeat superior* makes a master liable to a third party for injuries caused by the tort of his servant committed only within the scope of the servant's employment). The undisputed material facts and evidence in this case establish that Defendant McNeal was an independent contractor and not an employee or agent of Uber.

First, Uber and Defendant McNeal entered into a Technology Services Agreement ("TSA") which unequivocally establishes an independent contractor relationship. *See* Technology Services Agreement, Dec. 11, 2014, attached hereto as Ex. 15 at ¶ 13.1. The TSA contains the following terms which make it clear that drivers, such as Defendant McNeal, are independent contractors and not employees or agents of Uber:

- Uber provides lead generation to independent providers of rideshare or peer-to-peer passenger transportation services using the Uber Services, which enable an authorized transportation provider to seek, receive, and full requests for

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transportation services from an authorized user of Uber's mobile application. (*See id.)*.

- You acknowledge and agree that: (a) you shall be solely responsible for determining the most effective, efficient, and safe manner to perform each instance of Transportation Services; and (b) you shall provide all necessary equipment, tools and other materials, at your own expense, necessary to perform Transportation Services. (*See id.* at ¶ 2.2).

- [Uber] does not, and shall not be deemed to, direct or control you generally or in your performance under this Agreement, specifically, including in connection with your provisions of Transportation Services, your acts or omissions, or your operation and maintenance of your Vehicle. (*See id.* at ¶ 2.4).

- You retain the sole right to determine when, where, and for how long you will utilize the Driver App or the Uber Services. (*See id.*)

- You retain the option, via the Driver App, to attempt to accept or to decline or ignore an Uber's request for Transportation Services via the Uber services, or to cancel an accepted request for Transportation Services via the Driver App, subject to the Company's then-current cancellation policies. (*See id.*)

- [Uber] shall have no right to require you to: (a) display Company's or any of its Affiliates' names, logos, or colors on your vehicle(s); or (b) wear a uniform of any other clothing displaying Company's or any of its Affiliates' names, logos, or colors. (*See id.*)

- [Y]our understand that you retain the complete right to: (i) use other software application services in addition to the Uber services; and (ii) engage in any other occupation or business. (*See id.*)

- **[T]he relationship between the parties under this Agreement is solely that of independent contracting parties. The parties expressly agree that: (a) this Agreement is not an employment agreement, nor does it create an employment relationship between [Uber] and you; and (b) no joint venture, partnership, or agency relationship exists between [Uber] and you**. (*See id.* at ¶ 13.1) (emphasis added).

- You have no authority to bind [Uber] or its Affiliates and you undertake not to hold yourself out as an employee, agent, or authorized representative of [Uber] or its Affiliates. (*See id.* at ¶ 13.2).

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It is patently clear from the above language that Uber and Defendant McNeal did not have an employment relationship under the TSA which could subject Uber to vicarious liability under South Carolina law. *See Rock Hill Tel. Co.*, 363 S.C. at 390, 611 S.E.2d at 238.

Second, Decedent agreed to rider terms and conditions when he registered his rider account with Uber on or about May 24, 2015. *See* Ex. 16. Uber's terms and conditions specifically include the following language:

- The services constitute a technology platform that enables users of Uber's mobile application or websites providers as part of the services to arrange and schedule transportation and/or logistic services with third-party providers of such services, including independent third-party transportation providers. (*See* Rider Terms and Conditions attached hereto as Ex. 17 at ¶ 2).

- Uber shall not be liable for any damages, liability or losses arising out of any transaction or relationship between you and any third party provider. (*See id*. at ¶ 5).

- Uber's service may be used by you to request and schedule transportation, goods, or logistic services with third party providers but you agree that Uber has no responsibility or liability to you related to any transportation, goods, or logistic services provided to you by third party providers other than as expressly set forth in these terms. (*See id*.)

As is evidenced by the above, the Rider Terms and Conditions clearly and unambiguously state that drivers, such as Defendant McNeal, are independent contractors. In executing these terms and conditions, Decedent acknowledged that drivers, like Defendant McNeal, are independent contractors and not employees or agents of Uber, and thus, agreed that Uber is not vicariously liable for their actions.

Third and lastly, the plain and unambiguous language of the TNC Act reflects a legislative policy decision for drivers to be considered independent contractors. *See Whitner v. State*, 328 S.C. 1, 6, 492 S.E.2d 777, 779 (1997) (stating that legislative intent must be determined from the language of the statute itself where the statute is complete, plain, and unambiguous). Indeed, the TNC Act does not define the relationship between TNCs, such as Uber, and TNC drivers, such as

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Defendant McNeal, as of that of employer-employee nor does it provide the TNC with the control necessary to make the relationship that of employer-employee. *See* S.C. Code Ann. § 58-23-1610 *et. seq*. Additionally, the TNC Act does not expressly or implicitly create a private right of action for vicarious liability against TNCs such as Uber as the purpose of the TNC Act is to outline the requirements for use of a digital network, platform, or Internet-enabled application by TNCs and TNC drivers. *See Watson v. Sellers,* 299 S.C. 426, 434, 385 S.E.2d 369, 373 (Ct. App. 1989) (holding that the factors relevant in determining whether a private remedy is implicit in a statute not expressly providing one are whether the essential purpose of the statute is to protect from the kind of harm the plaintiff has suffered and that plaintiff is a member of the class the statute is designed to protect).

Because the TNC Act, TSA, and Rider Terms and Conditions all reveal that Defendant McNeal was an independent contractor rather than an employee, Uber cannot be held responsible for any criminal acts and/or negligence on the part of Defendant McNeal under South Carolina law. *See Armstrong*, 371 S.C. at 275, 639 S.E.2d at 52. Even if Defendant McNeal was an employee of Uber (which is expressly denied), Defendant McNeal was not acting with the course and scope of his employment when he obtained and sold illegal drugs to Decedent. *See id.* (holding that a plaintiff seeking recovery from an employer for acts of an employee must establish that the employee was acting to accomplish the purpose of his employment and in furtherance of the employer's business). As aforementioned, Defendant McNeal was not using the Uber App as an independent provider of ride services when he obtained illegal drugs for Decedent. He was instead acting for his own personal gain during his personal time when he engaged in illegal drug transactions with Decedent. As such, it is improper to impute vicarious liability to Uber for Defendant McNeal's actions, and there is no genuine issue of material fact that Uber cannot be

responsible for said actions.[6]

[6] Courts throughout the United States, including (but not limited to) California, Florida, Georgia, Louisiana, Michigan, Nevada, New Jersey, New York, and Texas continue to conclude that drivers who are not logged into the driver version of the Uber App at the time of the subject incident have no connection to Uber, cannot have been acting with the scope of any purported vicarious relationship--which Uber denies, and therefore, cannot be held liable for the defendant-driver's alleged actions. Courts have held similarly in favor of Lyft and DoorDash, other lead-generation Apps. See, e.g., Kim v. Wilson et al Case No. 20STCV25305 (Sup. Ct. Los Angeles Cnty., CA May 10, 2023) (granting Uber's Motion for Summary Judgment where defendant driver had been logged out of the Driver App for about five minutes at the time of the accident); Guirguis v. Uber Techs., Inc., et al., 21STCV00659 (Super. Ct. Los Angeles Cty. CA, June 8, 2022) (granting Uber's Motion for Summary Judgment based on Uber's internal app status and a declaration from the defendant driver evidencing that the driver was not using the Driver App at the time of the accident and had never completed a trip); Jovel, et al. v. Uber Techs., Inc., et al., 20STCV42409 (Super. Ct. Los Angeles Cty. CA, March 16, 2022) (granting Uber's Motion for Summary Judgment finding no connection between the subject driver's "actions at the time of the accident and Uber's business" and accordingly, there was "simply no basis to impose vicarious liability" where the subject driver had not used the Uber App for four months prior to the accident); Asadoorian v. Uber Techs., Inc., et al., 19STCV19191 (Cal. Super. Ct. April 13, 2021) (granting Uber's Motion for Summary Judgment based on app status data showing the driver was off-app for about two days at the time of the accident); Marez et al. v. Lyft, Inc., et al., (April 30, 2020) 48 Cal.App.5th 569 (affirming the San Francisco Superior Court's granting of Lyft's Motion for Summary Judgment holding that because the defendant driver was off app the entire day of the accident, there was no "nexus between the employee's tort and the employment" to impute liability upon Lyft); Campo v. Castillo et al., Case No. 2019-031984-CA-01 (Miami Dade Cnty., FL April 12, 2023) (granting Uber's Motion for Summary Judgment where the defendant driver was logged off the Uber App for five months prior to the subject incident); Spencer-Henry v. Day et al., Case No. 21EV002137 (Fulton Cnty. GA June 23, 2023) (granting Uber's Motion for Summary Judgment where the driver had signed off of the Uber App 6 minutes and 1 mile before the subject incident); Black v. Shaffer et al., Cause No. 45D04-2101-CT-16 (Lake Cnty, IN Dec. 4, 2023) (granting DoorDash's Motion for Summary Judgment where the defendant driver had logged off the App two hours prior to the accident); Davis et al. v. Boudreaux et al., Case No. 20-3188 (1st City Court City of New Orleans, LA, Aug. 28, 2023) (granting Uber's motion for partial summary judgment where defendant driver last utilized the Uber App three days prior to the subject accident); Weaver, et al. v. Uber Techs., Inc., et al., Case No. 787-599 (La. Dist. Cnty. LA April 19, 2022) (granting Uber's Motion for Summary Judgment based on app status data and affidavit evidencing defendant driver was off app for 9 hours before the subject incident); Jones v. Tanner et al., Case No. 20-6378 (Dist. Court for the Paris of Orleans, La April June 25, 2021) (granting Uber's Motion for Summary Judgment via consent judgment where the defendant driver had not logged onto the Uber App for about two years prior to the accident); Turner v. Posadas et al., No. 2018-16053 (22nd Dist. for the Parish of St. Tammany, La. Aug. 12, 2020) (granting Uber's motion for summary judgment where the defendant driver was not logged onto the Uber App on the date of the accident); Hickman, et al. v. Uber Techs., Inc., et al., NO: 19-11711 (E.D. La. Jan. 7, 2020) (granting Uber's Motion for Summary Judgment based on app status data and affidavit evidencing defendant driver was off app for about fifteen hours prior to the time of the incident); Maxwell v. Lyft, et al., Case No. 21-002815-NI (Cir. Ct. Wayne Cnty., MI Dec. 13 2021) (granting Lyft's Motion for Summary Disposition finding the defendant driver was off app and Lyft was not vicariously liable); Lawrence v. Lyft, et al., Case No. 19-0154-NI (Cir. Ct. Kalamazoo Co., MI May 14, 2020 (granting Lyft's Motion for Summary Disposition as defendant driver off-app and Lyft not vicariously liable as a matter of law); Olivares v. Uber Techs., Inc., et al., A-20-816089-C (Clark Cnty. Dist. Ct., NV June 14, 2021) (granting Uber's Motion for Summary Judgment, holding Uber's app status data and affidavit showing the driver had been logged off the Uber App for twelve hours prior to the accident "conclusively demonstrates" the defendant driver had no connection to Uber at the time of the accident so the "driver could not have been acting with the scope of any purported vicarious relationship"); Gonzalez v. Uber Techs., Inc., Case No. PAS-L-000519-21 (Passaic Cnty., NJ Feb. 9, 2022) (granting Uber's Motion for Summary Judgment finding that there was "no plausible evidence" to refute the app status data and internal affidavit that demonstrated the subject driver was off app for about six hours at the time of the subject incident); Perez v. Singh, et al., Index No. 700303/2020 (Queens Cnty. Sup. Ct. NY July 12, 2024) (granting Uber's Motion for Summary Judgment based on Uber's affidavit indicating the defendant driver was off app for 1 hour before and 6 miles away from the accident, finding "the evidence demonstrates that Uber had nothing to do with the Accident"); Soares v. Uber Techs. et al., Index No. 30914/2017E (Bronx Cnty. Sup. Ct. NY May 7, 2024) (granting Uber's Motion for Summary Judgment where the defendant driver was offline

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approximately 7 minutes prior to the accident and at a different location than the accident); Murray v. Uber Techs., et al., Index No. 509219/2020 (Kings Cnty. Sup. Ct. NY April 17, 2024) (granting Uber's Motion to Dismiss where the defendant driver had been offline for about 10 minutes and was about 2 miles away from the accident scene); Thompson v. Uber Techs. Inc. Index No. 710309/2023 (Queens Cnty Sup. Ct. NY March 28, 2024 (granting Uber's Motion to Dismiss where the defendant driver had logged off the Uber App ten minutes prior to the accident and two miles away from the site of accident); Khundzakishvili v. Muratmusaev, et al., Index No. 521646/2022 (Kings Cnty Sup. Ct., New York March 6, 2024) (granting Uber's Motion to Dismiss where both driver defendants were logged off the Uber App at the time of the accident); Davis et al. v. Chowdhury et al., Index No. 518771/23 (Kings Cnty Sup. Ct. NY March 6, 2024) (granting Uber's Motion to Dismiss where the defendant driver had been logged off the Uber App for about two years prior to the incident); Friend v. Lux Credit Consultants, LLC et al., Index No. 524705/2022 (Kings Cnty. Sup. Ct., NY Feb. 21, 2024) (granting Uber's Motion to Dismiss where the independent driver was offline for about twelve minutes prior to the subject accident); Reyes v. Lux Credit Consultants et al., Index No. 524704/2022 (Kings Cnty., Sup Ct., NY Feb. 15, 2024) (granting Uber's Motion to Dismiss where the independent driver was offline for about twelve minutes prior to the subject accident); Martinez v. Ahmad, et al., Index No. 710099/2023 (Queens Co. Sup. Ct., NY Feb. 15, 2024) (granting Uber's Motion to Dismiss where defendant driver was off app for two months before the subject accident); Johnson v. Mei, et al., Index No. 708987/2020 (Queens Cnty. Sup. Ct., NY Feb. 13, 2024) (granting Uber's Motion to Dismiss where the subject driver had been offline for almost two years prior to the accident); Brown-Winfield v. Koikelov et al., Index No. 515030/2018 (Kings Cnty. Sup. Ct. NY, Feb. 9, 2024) (granting Uber's motion for summary judgment where defendant driver was offline for about 47 minutes prior to the accident); Ortiz-Diaz, et al v. Uber Techs, Inc., et al., Index No. 505708/2023 (Kings Cnty. Sup Ct. NY, Feb. 2, 2024) (granting Uber's Motion to Dismiss where Uber's affidavit and app status data demonstrated the driver logged off of the Driver App approximately 13 minutes and 6.9 miles from the accident site); Mendez v. Ullah, et al., Index No. 510979/2021 (Kings Cnty. Sup Ct. NY, Jan. 19, 2024) (granting Uber's Motion for summary judgment and ruling the defendant driver "was not using the driver version of the Uber App ("Driver App") at the time of the subject accident."); Zeno v. Uber Techs. Inc. et al., Index No. 526417/22 (Kings Cnty. Sup. Ct., NY Dec. 22, 2023); (granting Uber's Motion to Dismiss where the defendant driver was not logged into the Uber App at the time of the accident and hadn't been logged in for about eight days); Reardon v. CB Livery Leasing, LLC et al., Index No. 806017/2022E (Bronx Cnty. Sup. Ct. NY Dec. 14, 2023) (granting Uber's Motion to Dismiss where the defendant driver had been logged off the Driver App for about 11 months prior to the subject accident); Zhou v. Uber Techs. Inc. et al., Index No 714225/2023 (granting Uber's Motion to Dismiss based on the affidavit of Uber's data scientist showing that the defendant driver was not logged into the driver version of the Uber App on the day of the accident); Thompson v. Perez, et al., Index No. 503602/2022 (Kings Cnty. Sup. Ct. NY, October 12, 2023); Lluberes v. David Lluberes, et al., Index No. 711122/2022 (Queens Cnty. Sup. Ct. NY, August 3, 2023) (granting Uber's motion to dismiss where the driver was off-app for approximately 9 months, relying exclusively on the affidavit of Uber's data scientist); Cabrera v. Islam, et al., Index No. 812079/2021E (Bronx Cnty. Sup. Ct. NY, August 1, 2023) (granting Uber's motion to dismiss where the driver was off-app for seventeen hours before the subject accident); Nonguema v. Uber Tech. Inc., et. al., Index No. 706124/2023 (Queens Cnty. Sup. Ct., NY, July 20, 2023) (granting Uber's motion to dismiss where the defendant driver was logged off the Uber app for twenty months prior to the date of loss); Luna-Soriano v. Subra Barua, et al., Index No. 728150/21 (Queens Cnty. Sup. Ct., NY, June 30, 2023) (granting Uber's motion to dismiss where the defendant driver was logged off the Uber app for twenty one months prior to the date of the accident); Ortiz v. Uber Tech., Inc., et al., Index No. 160684/2020 (New York Cnty. Sup. Ct., NY, June 9, 2023) (granting Uber's Motion for Summary Judgment where the driver had been logged out of the Driver App for six days prior to the accident); Rowe v. Bradley Kilgore, et al, Index No. 807484/2021E (Bronx Cnty. Sup. Ct., NY June 8, 2023) (granting Uber's Motion for Summary Judgment where the driver was off-app for two days on the date of the accident); Colon v. Cano-Molina et al Index No. 509234/2020 (Kings Cnty. Sup. Ct., NY May 10, 2023) (granting Uber's Motion for Summary Judgment where one defendant driver had never created a driver account and the other defendant driver had not utilized the Uber App for forty-one days); Phillips v. Uber Techs., Inc., et al, Index No. 521302/2020 (Kings Cnty. Sup. Ct., NY April 19, 2023) (granting Uber's Motion to Dismiss where the driver was off-app for about twenty-two months at the time of the accident, and explaining that "plaintiff's argument that additional discovery might reveal an issue of fact is insufficient to require denial of the motion."); McClanahan v. Sennini et al, Index No. 528300/2022 (Kings Cnty. Sup. Ct., NY March 30, 2023) (granting Uber's Motion to Dismiss where defendant driver had not used the Uber App for about seven hours prior to the time of the motor vehicle collision); Fernandez v. Uber Techs., Inc et al., Index No. 7212287/2021 (Queens Cnty. Sup. Ct., NY March 28, 2023) (granting Uber's Motion for Summary Judgment where the defendant driver was not logged into the Uber app on the day of the accident); Quesada v. Uber Techs., Inc., et al, Index No. 152130/2022 (New York Cnty. Sup. Ct., NY

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February 21, 2023) (granting Uber's Motion to Dismiss where the driver had not used the Driver App for over nine months and Uber had no ownership in the vehicle involved in the collision); Hodge v. Anokye et al., Index No. 810369/20212E (Bronx Cnty. Sup. Ct., NY January 11, 2023) (granting Uber's Motion to Dismiss where the driver had not used Driver App for eight days at the time of the incident); Ruiz v. Saleem et al., Index No. 1577262/2020 (New York Cnty. Sup. Ct, NY January 19, 2023) (granting Uber's Motion for Summary Judgment where the subject driver had logged off the Driver App thirty minutes prior to the time of the accident); Webster v. Golding et al., Index No. 813793/2021E (Bronx Cnty. Sup. Ct., NY December 19, 2022) (granting Uber's Motion to Dismiss where the driver had been logged out of the Driver App for seven days prior to the accident); Peletay v. Efkarpidis et al., Index No. 709549/2021 (Queens Cnty. Sup. Ct. Dec. 1, 2022) (granting Uber's Motion for Summary Judgment where the defendant driver was offline for about 47 minutes at the time of the accident); Trompeter v. Velez, et al., Index No. 804075/2021E (Bronx Cnty. Sup. Ct., NY December 6, 2022) (granting Uber's Motion to Dismiss where the defendant driver had been logged out of the Driver App for 158 days prior to the accident); Vargas v. Uber Techs., Inc., et al., Index No. 815835/2021E (Bronx Cnty. Sup. Ct., NY Dec. 5, 2022) (granting Uber's Motion to Dismiss based on affidavit from Uber's data scientist which demonstrated Plaintiff "does not have a cause of action against Uber" based on finding the data demonstrated the independent driver was not logged into to the Uber App, and hadn't logged in for over twenty-six months); Toro v. Uber Techs., Inc., et al., Index No. 805732/2022E (Bronx Cnty. Sup. Ct., NY Dec. 5, 2022) (granting Uber's Motion to Dismiss based on affidavit from Uber's data scientist which created a prima facie showing the alleged driver was "not furthering the business of Uber" as he had last used the Uber App forty-five days prior to the date of the accident); Granados v. Uber Techs., Inc., et al., Index No. 23233/2018 (Bronx Cnty. Sup. Ct., NY Nov. 28, 2022) (granting Uber's Motion for Summary Judgment based on app status data and affidavit from Uber confirming the alleged driver had not used the Driver App for over seventeen months before the accident); Sitan v. Uber Techs., Inc., et al., Index No. 811740/2021E (Bronx Cnty. Sup. Ct., NY Nov. 22, 2022) (granting Uber's motion for summary judgment because defendant driver had not logged into the Uber App for over three years prior to the accident and "Uber cannot be vicariously liable to the Plaintiff" where the driver was not using the Driver App at the time of the incident); Gonzales v. Uber Techs., Inc., et al., Index No. 505524/2022 (Kings Cnty. Sup. Ct., NY Oct. 21, 2022) (granting Uber's Motion for Summary Judgment where the subject driver was not using the Driver App at any time on the day of the incident); Gray et al v. Metro. Transport. Auth et al, Index No. 512916/2020 (Kings Cnty. Sup. Ct., NY July 12, 2022) (granting Uber's Motion for Summary Judgment where the subject driver was not logged into the Driver App at the time of the accident and hadn't been for nine days); Keita v. Uber Techs. Inc. et al., Index No. 802337/2021E (Bronx Cnty. Sup. Ct., NY June 27, 2022) (granting Uber's Motion to Dismiss where the driver had last completed a trip using the Uber App about one mile away from the subject accident); Abdelaziz v. Uber Techs., Inc., et al., Index No. 807331/1021E (Bronx Cnty. Sup. Ct., NY June 16, 2022) (granting Uber's Motion to Dismiss where the defendant driver was logged off the App for about two and a half hours prior to the subject incident); Brown v. Uber Techs., Inc., et al., Index No. 35531/2020 (Bronx Cnty. Sup. Ct., NY March 14, 2022) (granting Uber's Motion to Dismiss based on app status data and affidavit from Uber confirming the alleged driver had not used the Driver App in more than one year before the accident); Beydoun v. Uber Techs., Inc., et al., Index No. 504493/2020 (Kings Cnty. Sup. Ct., NY Jan. 27, 2022) (granting Uber's Motion for Summary Judgment because, as a matter of law, Uber owed no duty to plaintiff because alleged driver was not using the Driver App at the time of subject accident, and hadn't logged online for over one year); O'Neal v. Uber Techs., Inc., Index No. 524346/2020 (Kings Cnty. Sup. Ct., NY January 7, 2022) (granting Uber's Motion for Summary Judgment finding defendant driver went off-app for .4 miles away from the accident and was thus not furthering Uber's business interests, so Uber owed no duty of care to plaintiff); Green v. Uber Technologies, Inc. et. al., Index No. 13601/2015 (Kings Cnty. Sup. Ct., NY Mar. 22, 2021 (granting Uber's Motion to Dismiss based on finding defendant driver was unavailable and offline the entire day of the accident); Collado v. Uber Techs, Inc., et al., Index No. 715645/2019 (Queens Cnty. Sup. Ct., NY Oct. 9, 2020) (granting Uber's Motion to Dismiss based on app status data and supporting affidavit from Uber which established defendant driver was off app for eight minutes at the time of the accident; Uber thus did not owe or breach any duty to plaintiff); Gilkes v. Uber Techs, Inc. et al., Index No. 700220/2018 (Queens Cnty. Sup. Ct., NY Sept. 17, 2018) (granting Uber's Motion to Dismiss based on app status and an affidavit from Uber showing the defendant driver was off app for seven hours prior to the accident, finding Uber "established that it was not responsible for plaintiffs injuries as there was no connection between the accident and [Uber]."); Bhagwandin v. Uber Techs, Inc., et al., Index No. 717962/2017 (Queens Cnty. Sup. Ct., NY Sept. 26, 2018) (granting Uber's Motion to Dismiss based on app status data and Uber affidavit evidencing that the defendant driver was off-app for five days at the time of the accident); Algarin Maure v. Baez Lopez et al., Civil No. 20-1234 U.S. District Court for the District of Puero Rico April 13, 2023) (granting Uber's Motion for Summary Judgment where the driver was offline for about 15 hours prior to the subject accident); Aquino v. Lyft, et al., Cause No. CC-19-05024-C (Dallas Cnty., TX December 9, 2021).

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CONCLUSION

For the foregoing reasons, Uber is entitled to judgment as a matter of law in its favor as to all of Plaintiffs' claims. It is undisputed that Uber exercised reasonable care in affording Defendant McNeal access to the driver version of the Uber App and that Defendant McNeal acted outside of his use of the Uber App and for his own personal benefit when he sold illegal drugs to Decedent. It is further undisputed that Defendant McNeal was an independent contractor for whose conduct Uber is not liable. Accordingly, Plaintiff's individual and derivative claims as to Uber fail, and this Court should grant summary judgment and any other relief it deems appropriate.

Respectfully Submitted,

By: *s/John A. "Jay" Jones*
John A. "Jay" Jones (S.C. Bar No. 73091)
Allison E. Malone (S.C. Bar No. 102701)
Gallivan, White & Boyd, P.A.
40 Calhoun Street, Suite 315
Charleston, SC 29401
Telephone: (843) 735-7600
Fax: (843) 414-8070
jjones@gwblawfirm.com
amalone@gwblawfirm.com
Attorneys for Defendants Uber Technologies, Inc., and Rasier, LLC

October 28, 2024
Charleston, South Carolina

(granting Lyft's Motion for Summary Judgment as to plaintiff's vicarious liability and negligent hiring, training, supervision, and retention claims finding because driver was off-app, thus "[the driver] was not acting in the course or scope of any relationship with Lyft at the time of the accident"); Hanson v. Joof et al, Case No. 2022 CA 2128 V (D.C. Superior Court, Feb. 2, 2022) (granting Uber's Motion for Summary Judgment where the subject driver hadn't used the Driver App for three years prior to the accident);

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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
CHARLESTON DIVISION

UNITED STATES OF AMERICA	:	
	:	
vs.	:	
	:	
JESSE McNEAL	:	2:17 CV 881

Detention Hearing in the above matter held Friday, October 6, 2017, before the Hon. Mary Gordon Baker, in Courtroom VI, United States Courthouse, 85 Broad Street, Charleston, South Carolina, 29401.

APPEARANCES:

ROBERT N. BIANCHI, ESQ., Office of the U.S. Attorney, 151 Meeting St., Charleston, SC, appeared for the Government.

CODY J. GROEBER, ESQ., Office of the Federal Public Defender, P.O. Box 876, Charleston, SC, appeared for the Defense.

RECORDED BY GILBERT O'BRIEN, ESR
TRANSCRIBED BY DEBRA LEE POTOCKI, RMR, RDR, CRR
Official Court Reporter for the U.S. District Court
P.O. Box 835
Charleston, SC 29402
843/723-2208

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I N D E X

WITNESS: NAZARIO YANGCO

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MR. BIANCHI: Your Honor, the next matter is United States of America versus Jesse McNeal, Criminal No. 2:17-881. We're here for purposes of a detention hearing. Mr. McNeal was arraigned yesterday. He is here with his appointed counsel, Cody Groeber.

THE COURT: And for the record I want, Mr. Bianchi, you to put on the record about the notifications to the victim or the victim's family.

MR. BIANCHI: Yes, Your Honor, this is a distribution resulting in death. The victim in this case, who I have approval from the family to put his name in open court, Sebastian Grainger, we have contacted his family. His parents are in Central America and could not be here. However, his sister is here today in the Court.

THE COURT: Thank you for being here.

MR. BIANCHI: Prior to the hearing she said she did not wish to address the Court, but when we get to that point, I'll confirm that, but she is present today.

THE COURT: Thank you very much. I'm sorry for your loss.

All right. It's your motion, Mr. Bianchi, so --

MR. BIANCHI: It is, Your Honor. We are moving for detention. This is a presumption case with a 20 year mandatory minimum. We do believe he's a flight risk and a danger to the community. Flight risk is essentially based on

the fact that he's facing a 20 year mandatory minimum. More so a danger to the community. I last talked to Mr. Groeber yesterday -- I'll present a witness, Your Honor, for this case. And then after we get some of those facts fleshed out, I'll be able to articulate a little further why we believe he's a danger to the community.

THE COURT: All right, thank you.

MR. BIANCHI: Your Honor, at this point we'd call DEA Task Force Officer Nazario Yangco.

THE COURT: Come forward and be sworn. And I'm going to ask you to spell your name for the record.

THE CLERK: State your name.

A. Nazario Yangco, N-A-Z-A-R-I-O, Y-A-N-G-C-O.

NAZARIO YANGCO, a witness called by the Government, first having been duly sworn, testified as follows:

DIRECT EXAMINATION

BY MR. BIANCHI:

Q. Sir, where do you work?

A. Summerville police department.

Q. And what are your duties with the Summerville police department?

A. I'm assigned as a task force officer for the DEA.

Q. And with your work with the Summerville police department and/or the DEA, have you become involved in the investigation of this defendant, Mr. Jesse McNeal?

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A. I have.
Q. Okay. Just briefly, how did this case -- and does that involve ultimately an individual named Sebastian Grainger, who passed away?
A. Correct.
Q. So how did this investigation first begin?
A. An overdose death --
THE COURT: I need you to slow down and speak into the microphone. I couldn't quite hear you.
A. It was initiated at the City of Charleston police department with an overdose death investigation.
Q. And was that Mr. Grainger's overdose death?
A. Correct.
Q. And City of Charleston police, they were responded to his residence?
A. Correct.
Q. What did they find when they got there?
A. They found the deceased and they found Apple iPhone, Apple iWatch, some evidence, drug evidence as well.
Q. What sort of drug evidence?
A. Valium, Valium pills.
THE COURT: Valium, you said?
A. Yes, ma'am. And heroin and Fentanyl.
Q. And when you say heroin and Fentanyl, how do you know that it was heroin and Fentanyl?

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A. Drug -- South Carolina Law Enforcement Division conducted analysis and came back as heroin and Fentanyl.

Q. And was an autopsy ever conducted on Mr. Grainger to determine how he died?

A. Correct.

Q. And what was the ultimate cause of his death?

A. Coroner listed as the acute mix drug toxicity with heroin, Fentanyl and Diazepam, which is another term for Valium.

Q. So after CPD responded, did they make efforts to investigate where Mr. Grainger had obtained the heroin and Fentanyl and Valium?

A. They did.

THE COURT: May I ask a quick question? When you say heroin and Fentanyl, are you talking about all three separate substances, or one substance with all three drugs detected in them? I'll ask Mr. Bianchi to explore that.

MR. BIANCHI: The heroin and Fentanyl were in a mixture together. The Valium were just traditional, if you will, pills.

THE COURT: Let's let him tell us.

MR. BIANCHI: I thought you were asking me for the answer.

THE COURT: No, I meant for you to ask the agent. I wanted to -- you know.

BY MR. BIANCHI:

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Q. What form were those substances in, in terms of what they found at the residence?

A. The mixture was -- there was two drugs; one drug was the heroin-Fentanyl mixture, and the second was the Valium pills, which is Diazepam.

THE COURT: Thank you.

BY MR. BIANCHI:

Q. So what did CPD do to begin investigating potentially where Mr. Grainger received those drugs from?

A. They used Sebastian's cell phone and looked through his text messages, and they were able to identify the last one as drug contact was with the defendant.

Q. How were they able to determine it was Mr. McNeal that he was communicating with?

A. One of the -- the initial message sent from Sebastian to Mr. McNeal was a conversation saying -- introduction like hey, this is Sebastian, I met you at -- you picked me up an Uber last night. And when Uber was mentioned, I looked through Sebastian's phone, and I noticed that he had an Uber app. And from that time frame I looked at, he was picked up by Mr. McNeal with -- there was a receipt, a Uber receipt with Mr. McNeal's face and his vehicle description, identifying what vehicle and the license plate, which was registered to Mr. McNeal at the time.

Q. And the phone number that Mr. Grainger was reaching out to

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Mr. McNeal on, who was that phone number registered to?
A. Mr. McNeal.
Q. Okay. And beyond looking in the phone, did either CPD or your agency look into any other -- look into any other pieces of equipment to see if there was further evidence of contact between these two?
A. Correct. The Apple iPhone watch.
Q. The watch, you said?
A. Correct.
Q. And what was found on his Apple watch?
A. The Apple watch didn't contain in the phone, because they weren't synced at the time, it contained the last text messages between Sebastian and Mr. McNeal.
Q. And generally what was that conversation regarding in those text messages you recovered from the watch?
A. It was regarding drug sales, the last of which describing -- Mr. Sebastian was asking if Mr. McNeal could get him some heroin. And also pain killers. Which Mr. McNeal replied that he could get him Valium at ten milligrams, which matched the evidence collected from CPD and --
Q. Let me ask you this. You said that was the last one. Were there conversations before then for other drug transactions?
A. Yes.
Q. What was Mr. Grainger seeking from Mr. McNeal in those?

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THE COURT: And do you have any approximate dates? I mean, I haven't heard the date of --

BY MR. BIANCHI:

Q. When did these text messages begin?

A. It began March 23rd, 2017.

Q. And when he -- when Mr. Grainger first reached out to defendant, what was he seeking?

A. He was seeking brick.

Q. And based on your training and experience, what did you believe brick to be?

A. Crack cocaine.

Q. And based on your examination of the phone records, did Mr. McNeal ultimately provide Mr. Grainger with crack cocaine or brick?

A. He did.

Q. Okay. And then this last series of messages that you referenced, where Mr. Grainger was seeking heroin and pain killers, when did that series of -- when did that dialogue begin?

A. April 3rd, 2017.

Q. And based on your analysis of those text messages -- Well, you analyzed the text messages, correct?

A. Correct.

Q. Did you do any further -- use any other further investigative tools to determine Mr. McNeal's whereabouts

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during this time?
A. Yes. We -- we looked -- we looked at his cell site, historical cell site data.
Q. And was that pursuant to an order from the Court?
A. Correct.
Q. Okay. And so you testified that Mr. Grainger asked for pain killers and H, correct? Or heroin, correct?
A. Correct.
Q. And based on your review of the text messages back and forth between Mr. Grainger and Mr. McNeal, did Mr. McNeal ultimately provide him with pain killers and what he believed to be heroin?
A. He did.
Q. And --
THE COURT: Can you tell us, the text itself, the substance of the text that led him to believe that conclusion?
MR. BIANCHI: And I was trying to be general because I know it's not a preliminary hearing, but if we can, it gets kind of lengthy. If you like, we can go through them.
THE COURT: I'll see if Mr. Groeber -- I just want to make sure we have it, in case he wants to cross on it.
MR. BIANCHI: Yes, he is available to be cross-examined on the content of any of those text messages, and I'm just --
THE COURT: The weight of the evidence is a factor.

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MR. BIANCHI: At the end of this we'll have some more significant weight to confirm that it actually happened.

BY MR. BIANCHI:

Q. And did those cell site records also show Mr. McNeal going to at or near Mr. Grainger's residence at the time in question?

A. They did.

Q. When, based on your review, approximately when did Mr. McNeal deliver the drugs to Mr. Grainger?

A. Approximately around 6:00 p.m., April 3rd. 6:15 p.m.

Q. And did Mr. Grainger pay him for those drugs?

A. He did.

Q. Okay. Did Mr. Grainger go with him to get those drugs?

A. He did not.

Q. Based on your investigation, do you know why he did not?

A. A text message sent to -- sent from Mr. McNeal to Sebastian, saying that the neighborhood was too rough for him to go with him.

Q. After that, what you estimate to be the approximate time that he actually brought those drugs to Mr. Grainger, did Mr. McNeal ever attempt to reach out to Mr. Grainger again?

A. Yes.

Q. And when was that?

A. Approximately around 6:15, when he said he was in his driveway.

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Q. After the -- after that --

MR. GROEBER: Sorry, I didn't hear the last --

BY MR. BIANCHI:

Q. Repeat that answer.

A. Around 6:15 p.m. Mr. McNeal sent a text message saying, "I'm in your driveway," after he picked up.

Q. And that was on the 3rd?

A. The 3rd.

Q. Did Mr. McNeal ever attempt to reach out to him after the 3rd?

A. Yes, he did.

Q. Okay. And was that a phone call or text message?

A. It was a text message.

Q. What did he -- what did Mr. McNeal say in those text messages?

A. He said, "You all right, Bro? You bought some heavy shit. Just checking with you."

Q. Okay. And based on your review of Mr. Grainger's phones during this relevant time period, was Mr. Grainger seeking narcotics from anyone else?

A. No.

Q. Okay. Now, Mr. McNeal was arrested yesterday, I believe, correct?

A. On the 3rd, Wednesday.

Q. That's right, late Wednesday.

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A. On the 4th, I'm sorry.
Q. That was Wednesday afternoon?
A. Yes, sir.
Q. Were you involved in that arrest?
A. I was.
Q. At some point was Mr. McNeal read his Miranda rights?
A. Yes, sir.
Q. And did he speak to you or other officers or agents on the scene?
A. He did.
Q. And did he make any statements regarding any interactions with Mr. Grainger?
A. Yes.
Q. What did he say?
A. He did admit to meeting Sebastian through Uber, and that he was -- he did pick up on two or three transactions for Mr. -- for Sebastian.

MR. GROEBER: I'm sorry, I didn't understand that.

THE COURT: All right. Two to three times what?

A. Middleman drugs.

THE COURT: Say that again?

A. Middleman drugs. He picked up for him.

THE COURT: Picked up drugs for him on two or three occasions?

A. Correct. Yes, ma'am.

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BY MR. BIANCHI:

Q. Did he make any admissions regarding the Valium and the heroin slash Fentanyl mix that was found at Mr. McNeal's residence? Or Mr. Grainger's residence, when he was deceased?

A. No, he did not.

Q. But did he admit that he provided him with drugs?

A. Yes.

Q. Okay. On multiple occasions?

A. Yes.

Q. Okay. And again, how did they first meet?

A. Through Uber.

MR. BIANCHI: Okay. Mr. Yangco, if you could, please answer any questions Mr. Groeber has.

MR. GROEBER: Could I have a moment?

THE COURT: Sure, take your time.

MR. GROEBER: Your Honor, I guess I move under Rule 26, to see if there's any prior statements from this witness (inaudible).

THE COURT: Has anything been written yet? Has that interview been written up, Agent Yangco?

A. No, ma'am, not yet.

MR. GROEBER: Not just the interview, but any reports that he's made in relation to this case.

THE COURT: How about reports since April? Certainly there's a file.

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A. There (inaudible.)

THE COURT: Are there any prior statements in that file? You want to see the text messages? And I get those are statements of a victim.

MR. GROEBER: Well, I think they are pertinent and relevant for this, as the Court recognized.

THE COURT: Then we're going to do this, for you to be able to get that, I mean, we're going to have to adjourn this hearing and have it started again next week.

MR. BIANCHI: And I will say we can expedite it. I don't know how quickly we can get it. He was just indicted last week. We don't have a grand jury transcript yet.

THE COURT: But I meant more. Is that what you're referring to? You're referring to the investigative file that has these text messages, which in essence are the statements of the victim.

MR. GROEBER: Well, no, Your Honor, it's not the statements. I don't think the rule allows me to get the statement from the victim at this point. I think the rule does allow me any statements that this witness has made, whether that's like reports that he's written or things that he made.

THE COURT: So I mean, you realize that a grand jury transcript will be -- will not be that imminent.

MR. GROEBER: I do. And so I guess I think the

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initial question, other than the grand jury, is, are there other reports of statements of this witness.

THE COURT: I'll let you cross him on that.

MR. GROEBER: In relation to this.

A. I can't recall.

CROSS-EXAMINATION

BY MR. GROEBER:

Q. Okay. And to be -- just to make sure you understand the question, have you written any reports in this case at all?

A. I have.

Q. You have, okay. And do you have those with you?

A. No, I do not.

MR. GROEBER: All right. If I could have a second --

THE COURT: Sure.

MR. GROEBER: -- to talk to my client, Your Honor.

(Discussion held off the record.)

MR. GROEBER: Thank you. We'll move forward today, Your Honor, and then, of course, if something is different later, we can always make that decision.

THE COURT: All right. Thank you.

MR. GROEBER: Thank you, Your Honor, if I could go ahead.

THE COURT: Sure.

BY MR. GROEBER:

Q. Agent, is it -- How do you spell your last name; I'm sorry

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I missed it.

A. Yangco.

Q. How do you spell it?

A. Y-A-N-G-C-O.

Q. Okay. Thank you. Sorry about that. It's your testimony that the text messages from the victim in the case, that there's only one phone number that he talks to about getting drugs.

A. Correct.

Q. And your testimony today that that was a -- specifically was a person Mr. McNeal, but really what you're saying when you say that is there's a -- the text message is to a phone number.

A. It was to a text message through a phone, yes.

Q. And that phone number, I mean, it's to a phone number from Mr. -- the victim to a phone number that's registered to Mr. McNeal.

A. Correct.

Q. But you have no way of knowing that it was actually Mr. McNeal that texted those things.

A. The first introduction from Sebastian was, hey, this is Sebastian, you picked me up in Uber. Knowing that Mr. McNeal is an Uber driver through his Uber app, and through that time frame, with a picture of Mr. McNeal and his vehicle. That's how I know it's --

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Q. But you don't have any confirmation that it was actually Mr. McNeal who made the response to the victim in the case.
A. His post arrest statement said that he middlemanned it as well.
Q. So do you have -- this post Miranda statement, was that audio recorded?
A. It wasn't.
Q. Was it video recorded?
A. No.
Q. Who was present when this statement was given?
A. Another task force officer, John Hoff.
Q. Who was that?
A. John Hoff. H-O-F-F.
Q. Okay. Where was the statement given?
A. At the time of his arrest at -- I believe in West Ashley. I can't recall the address.
Q. And so you work for Summerville.
A. Correct.
Q. But you're a DEA task force agent.
A. Correct.
Q. Is there any kind of requirement as an agent or as a Summerville officer, that you wear body cameras?
MR. BIANCHI: Your Honor, I'd object. I don't know the relevance of the detention argument. It's not a preliminary hearing, it's not a suppression hearing.

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THE COURT: I'll let him go a little further into it, since he is looking for evidence about weight of the evidence, which is a factor under the detention decision.

BY MR. GROEBER:

Q. Is there any requirement by the DEA that you have a body camera to record?

A. None.

Q. How about Summerville?

A. If I was in uniform -- uniform patrol division, yes, correct.

Q. And you're aware -- so you are still a commissioned officer under South Carolina?

A. Correct.

Q. And you're aware that there's a statute that requires commissioned officers to wear body cameras.

THE COURT: Well, now you're going a little far afield. I mean, the weight of the evidence, not --

MR. GROEBER: Thank you, Your Honor.

THE COURT: -- the legality of the evidence is actually not at issue in a detention hearing.

MR. GROEBER: Thank you, Your Honor.

BY MR. GROEBER:

Q. Do you have a cell phone?

A. I do.

Q. And did you have a cell phone at the time that this --

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this discussion was had with Mr. McNeal?
A. Yes.
Q. And does your cell phone have the capability of recording?
A. It does.
Q. And you did not record --
A. I did not.
Q. -- that conversation. How about Agent Hoff, does he have a cell phone?
A. He does.
Q. And does it have the capability of recording?
A. It does.
Q. Did he record this conversation?
A. I don't believe so, no.
Q. Okay. Could you please state verbatim what exactly the question was to Mr. McNeal and what the response was?
A. At which time?
Q. At his arrest.
A. He was arrested initially, I show up a few minutes -- moments later. I showed up, identified myself. I advised him of his arrest warrant, I advised him of his Miranda warnings, at which time Mr. McNeal became belligerent. He said that he did not sell drugs. At that time I asked him like has he ever brought any drugs? He said he didn't.
Q. I'm sorry, I just couldn't hear you.
A. He said he's never brought -- he doesn't mess with drugs;

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that's what he told me. So at that time I told him to calm down, and said that I would speak to him when he became more cooperative and truthful. I stepped away. And I believe Task Force Officer Hoff re-engaged and started talking to him about the reason for the arrest, and explained to him about -- because he kept -- I could hear Mr. McNeal arguing he wasn't a drug dealer.

Q. I'm going to stop you right there. You said that you could hear. So at this moment that you're talking about right now, you are not part of the conversation; it's Agent Hoff and Mr. McNeal?

A. Correct.

Q. And where are you in relation to this conversation?

A. I am speaking with Mr. McNeal's wife.

Q. And how far away were you from the conversation between Mr. Hoff and Mr. McNeal?

A. I'd say less than ten yards.

Q. And can you -- like where are y'all? You're in a business, are you out in the parking lot? I mean --

A. The parking lot of an apartment complex.

Q. Okay. So you're talking with Mrs. McNeal, and Agent Hoff is talking with Mr. McNeal, and I'm sorry, that's where I interrupted you, so go ahead from there.

A. When I noticed that Mr. McNeal was more calm, I came back and started talking to Mr. McNeal and again. And again he

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looked at me and said he doesn't deal drugs. I explained to him like about the distribution part, like all you had to do was bring it. And he said he never brought it. Then I explained to him like that I knew that he was an Uber driver, and he said -- he confirmed that he was an Uber driver. I asked a conversation about Sebastian. And he says yeah, I remember Sebastian.

Q. Okay. And you said "I asked." What exactly did you ask him or say to him about Sebastian?

A. He -- I believe he initiated Sebastian. He said that the only time that I -- I brought drugs was with Sebastian. He said he recalls Sebastian.

Q. Did you say bought or brought?

A. Brought. He said that he couldn't afford it, that he would call, he would call around for Sebastian and pick it up. For him.

Q. And what was the question that prompted that answer?

A. The question was about the bringing -- I don't recall how the question was brought up. But I know Sebastian -- the first -- I don't recall how that transpired. However, I know that he said that he met Sebastian about two or three times, and he said that on the last time that he spoke with Sebastian, he was -- he knew that Sebastian was going through a hard time, and he -- Sebastian asked for something. That something, I don't know what -- how he -- that's what he said,

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something. And he said he bought -- Mr. McNeal said he bought NoDoz and crushed it up and sold it to -- and brought it to Sebastian. The last time he met him.

And then when he said that he brought NoDoz, that's when I asked him, like -- then why -- then I quoted the last text to Mr. McNeal, I said like if you sold Sebastian NoDoz, then why would you send a text that he -- The very last text that he sent was, "You bought some heavy shit, Bro, just checking up on you."

Q. And that text, read that again, please? You bought some heavy shit?

A. "You bought some heavy shit, just checking with ya."

Q. Okay. And what was his response to that question?

A. I knew that his -- Mr. McNeal, he was more settled and --

Q. He was more what? I'm sorry.

A. He became more calm.

Q. Okay.

A. Understanding, I could see that he was kind of remembering it. Because at first he was belligerent, then when I explained to him -- explained why I was there, explaining what my investigation, a little bit of my investigation, he became calm. He did say that he would call around, and call -- his words were he would call fellow -- he would call junkies for Sebastian and get it.

THE COURT: Get what? Get it?

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A. It. Yes.
BY MR. GROEBER:
Q. Okay. What happened next in that conversation?
A. That conversation was -- Nothing else pertaining to the case, it was just about transport. And then explaining to him, well, his -- to his wife, the process of what happened the days coming.
Q. All right. Let's go back to some of your other testimony. How many times did Sebastian reach out to this phone number owned by Mr. McNeal and ask for some sort of drugs?
A. I don't know the time, but --
Q. How many times? The number of times.
A. Drug-related questions?
Q. Yes. Do you have the complete text messages up there?
A. I do.
MR. GROEBER: Your Honor, may I take a look at those?
THE COURT: Sure. Any objection from the Government?
MR. BIANCHI: No, Your Honor.
THE COURT: It's going to be part of discovery, right?
MR. BIANCHI: The witness is aware that anything he uses to refresh his recollection, he has to show the defense counsel.
THE COURT: Right. Thank you.
MR. GROEBER: May I approach?

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THE COURT: Sure.

(Brief interruption in proceedings.)

THE COURT: Do you want to take them to the table and go over them with your client? You're welcome to, if you want to.

MR. GROEBER: Maybe in a moment, Your Honor, thank you. Thank you for your patience.

THE COURT: Sure.

Mr. Groeber, Mr. Bianchi, let me see you for a second.

(Discussion held off the record.)

THE COURT: We're going to take a break and come back in probably about 20 minutes. So the lawyers have another hearing with the District Judge, and we're just going to take a quick break, and we'll be back on the record when they're done with their other hearing.

MR. BIANCHI: Just remind the witness not to discuss his testimony.

THE COURT: Mr. Yangco, just don't discuss your testimony at this time, since you're in the middle of testifying. You're not to discuss your testimony with anyone, whether Mr. Bianchi or anyone else, all right?

A. Yes, Your Honor.

THE COURT: Thank you.

(A recess was held at this time.)

THE COURT: We're back on the record resuming

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cross-examination of Officer Yangco.

BY MR. GROEBER:

Q. Officer Yangco, it's fair to say in the text messages that Mr. McNeal says several -- or the phone number associated with Mr. McNeal says several times, I don't deal in this, that he's not regularly in the drug trade.

A. Correct.

Q. Okay. And that's a fair characterization, he said that (inaudible).

A. Correct.

Q. Did you -- you testified that you collected the cell site data for Mr. McNeal's phone, right?

A. Correct.

Q. Did you collect it from the victim's phone, cell site data for his watch?

A. I can't recall. On the victim's.

Q. So as far as you know, you don't have any knowledge about the location data of the victim's phone, or if it exists or not?

A. Not off the top of my head, no.

Q. Okay. Now, you testified earlier that Mr. McNeal, and the prosecutor asked you, did Mr. McNeal provide the stuff that was asked for, and you answered yes. You don't have any personal knowledge that any deliveries were made, right?

A. No, not personally.

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Q. You were reading -- you're kind of assuming from how you read the text, that these deliveries, this delivery of drugs was made?

A. Correct.

Q. There's nothing in the text that says thank you for that, those drugs, thank you for specifically the heroin.

A. No.

MR. GROEBER: Could I have one moment?

THE COURT: Yes.

(Brief interruption in proceedings.)

BY MR. GROEBER:

Q. There's no -- in the text messages from the April 3rd interactions, there's no suggestion that the victim didn't maybe follow Mr. McNeal in his own car.

A. It was suggested. I don't --

Q. Right.

THE COURT: What's the answer? There is no suggestion or there is a suggestion?

A. There is no. I'm sorry.

Q. So it is -- at least it's possible that he followed Mr. McNeal to a place to get the drugs.

A. In an earlier text he did say that you can't ride with me, that's the thing, so I'll bring it back for you, but it has to be guaranteed I get my money back. So I would say he can't ride with him, much less follow him as well, so again, I'm

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assuming.

Q. Right. But that's -- we don't know for sure if he -- it's possible he did follow him. From the text. You don't know because you don't have --

A. No, we don't know.

Q. You don't have cell site data for the victim's phone.

A. No.

Q. Or anything to say exactly where he was during this time.

A. Again, I can't recall about the cell site data for the victim. But judging by the text, I can't answer that question.

Q. Okay. All right.

MR. GROEBER: No further questions, thank you.

THE COURT: Thank you. Redirect, Mr. Bianchi?

MR. BIANCHI: Very briefly.

REDIRECT EXAMINATION

BY MR. BIANCHI:

Q. Officer Yangco, what is the last text message that Mr. McNeal sent to Mr. Grainger on the 3rd, what did that say again?

A. "You bought some heavy shit, just checking with ya."

Q. The day before that. When you said the 3rd, when they were arranging the deal.

THE COURT: I'm in your driveway? Is that what you're getting at?

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MR. BIANCHI: Yes, Your Honor.

A. Oh, yes, sorry. There's quite a few. "I'm in your driveway."

Q. And --

THE COURT: Is that all it says, "I'm in your driveway?"

A. It says, "I'm in you driveway." There's an error. And follows -- it follows, "Bro, don't do this." A text that followed that one.

Q. And then were there phone calls --

THE COURT: That's also on the 3rd?

A. Yes, Your Honor.

BY MR. BIANCHI:

Q. Now, you were able to obtain Mr. McNeal's phone records, correct?

A. Correct.

Q. And did you review information on who he was calling during this time period of the 3rd, when he's having these interactions with Mr. Grainger about purchasing pain killers and heroin?

A. Correct.

Q. Okay. And in looking at the phone records, Mr. McNeal's phone records during the times that he was dealing with Mr. Grainger, did you ever identify whether he was talking to any phone numbers associated with any known drug dealers?

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A. Yes.
Q. Okay. So was he, in fact, communicating with individuals known to DEA as drug dealers at the time?
A. Correct.
Q. Okay. And if you are aware, if you recall, when Mr. McNeal, the other day, when he was arrested and speaking, did he make any statements regarding how much -- how much or how little money he made for these transactions with Mr. Grainger?
A. He said -- the last comment that he made was he made a hundred dollars off of that. The last transaction.
MR. BIANCHI: That's all I have, Your Honor.
THE COURT: So that's -- One thing I did not get is we talk about April 3rd texts. When is the date of the overdose?
A. He was discovered, Your Honor, April 5th.
MR. BIANCHI: Let me follow up.
BY MR. BIANCHI:
Q. When he was discovered on the 5th, that was pursuant to his boss asking CPD to do a welfare check, correct?
A. Correct.
Q. And how long had the boss said it had been since he'd been at work?
A. A few days.
THE COURT: All right, Mr. Groeber, I know some new

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material got introduced, so --

MR. GROEBER: Yeah, just a follow up.

RECROSS-EXAMINATION

BY MR. GROEBER:

Q. A few days. Do you know exactly what the boss says, how many days?

A. I'm reading the Charleston City police report. I believe that day, because it -- the caller was concerned because they had a meeting that morning, and he didn't arrive.

Q. So you don't have any information about that he had not been there a few days, you just have information that he didn't show up to work that morning on the 5th.

A. No, he -- the call was made at approximately 2:50, and he didn't show up for a 10:50 meeting that morning.

Q. Okay. And that's two days after the text messages end. Back and forth text messages end.

A. Yes.

MR. GROEBER: And may I approach, Your Honor?

THE COURT: Yes. And I have a question. Was there any -- were there any -- what was the date of the last text or call made by the victim? I mean -- and/or did the Coroner say how long he'd been dead?

A. The Coroner estimated the time of death, April 3rd or the 4th, 2017.

THE COURT: All right.

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MR. BIANCHI: The other question was when was the last outgoing text message or phone call from the victim's phone made, if you know.

A. Without that document, I can't answer that.

MR. GROEBER: Well, this document that we've been referring to about the texts, is not the victim's, right? The defendant's.

THE COURT: Just the defendant's phone? I'm just trying to ascertain time of death.

MR. GROEBER: I understand.

A. I believe the last one -- I can't recall -- I can't answer that question without --

THE COURT: That's all right, I have the time of death from the Coroner, the approximate anyway.

MR. GROEBER: Your Honor, just out of an abundance of caution, I would move that we introduce this document, which is the text documents, and we can do it under seal, however, we want it just for the purposes of the record, Your Honor.

THE COURT: Mr. Bianchi?

MR. BIANCHI: The problem is, one, I don't know it's necessary, it has names of other individuals --

THE COURT: Well, it definitely will be under seal. Court exhibits are under seal anyway; isn't that correct, Miss Hillman? Or I can make them under seal. It hasn't been referred to. I'd kind of like to see it myself.

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MR. BIANCHI: If it is, we would just ask, because it does have names of other individuals who have not been charged in this case.

THE COURT: Sure. We're going to make that Court Exhibit 1 and it will be under seal.

MR. BIANCHI: Thank you, Your Honor.

THE COURT: And it should be -- when you do provide it to Mr. Groeber, his own copy, I take it, it will be pursuant to your normal confidentiality order, what do you call it, discovery order?

MR. BIANCHI: Discovery order, yes, we'll make all the appropriate redactions.

THE COURT: All right.

BY MR. GROEBER:

Q. Did you find -- you testified about making a hundred. Can you find where that (inaudible) please?

MR. BIANCHI: I believe he testified that was in his statement.

A. In a statement post -- in the jail, yeah.

MR. GROEBER: I'm sorry.

Q. So let's see, I asked you for a verbatim report of what you asked him and what he said, right? Do you remember when I asked you to do that?

A. Yes, that was during that time of arrest. The other one was from his transport from the Charleston County detention

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center to court.
Q. So now your testimony is there's an additional statement made by him, or additional statements made by him.
A. Correct.
Q. All right. And could you please, for the record, tell us verbatim what those statements were, what questions were asked that prompted those?
A. I didn't ask Mr. McNeal any questions. He was just worried about the incident. I can't recall what -- it was just general conversation from the ride from the car to downtown. And --
Q. And what car were you in?
A. I'm sorry?
Q. What car were you in?
A. In my assigned Dodge Durango.
THE COURT: Officer's assigned what? I'm sorry?
A. Dodge Durango.
THE COURT: Okay.
Q. And that's -- I'm assuming that's some sort of undercover car or --
A. It's an unmarked. Unmarked police car, yes, sir.
Q. And does it have the capability to record conversations inside the vehicle?
A. It does not.
Q. But at that time you also had your phone on you, right?

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A. Correct.
Q. And that has a recording capability?
A. Correct.
Q. Now, so I did not hear exactly what did Mr. McNeal say or regards to this hundred dollars.
A. He just -- he was worried. He said that he wanted to cooperate with me. And he said that all he could do is get the guys that sold it to -- that he picked it up from. And the ride, we just kept driving, and then he -- then he muttered -- you know, he wasn't generally speaking to me, he just said all -- all I got was a hundred dollars from that.
Q. Do you recall inside your vehicle Mr. McNeal saying that all he ever did was carry the victim to get drugs?
A. He -- I can't recall that.
Q. You hesitated, which suggests that there may be something in your memory that that sounds familiar. Can you explain your hesitation?
A. Well, there was other people in the back seat of my car, so I wasn't trying to -- and I was focusing on the road. So Mr. McNeal was, you know, kept talking. And one of the things that I remember was his music, he kept talking about music, his music career. And I said that, yeah, I have -- I watched one of his videos, and he had a good voice.
Q. Okay. So my question was that you hesitated when I asked you if you remembered him saying that, and why was there a

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hesitation. Is it because -- is it possible that he said that, and you don't remember?

A. That, I just -- I just don't remember him saying that, that's all.

Q. Okay. So would you agree --

A. It doesn't stand out.

Q. Would you agree that it's possible then that that's what he said in that car ride?

A. Possible.

MR. GROEBER: Thank you, Your Honor.

THE COURT: Anything further, Mr. Bianchi, from this witness?

MR. BIANCHI: No, Your Honor.

THE COURT: Thank you, Officer Yangco, you may step down.

A. Thank you, Your Honor.

MR. BIANCHI: Your Honor, that's the only witness we have.

THE COURT: Let me see if there's any testimony from Mr. Groeber; otherwise, I'm going to let you argue first.

MR. GROEBER: His wife and his mom can address the Court. I mean, I don't know if he wants them to testify. They're going to talk about (inaudible).

THE COURT: Right, I would consider that character evidence that would normally --

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MR. BIANCHI: Correct, no, I have no desire to cross-examine.

THE COURT: So what I'm going to do is let you make your argument, and then I'm going to let Mr. Groeber do his entire presentation at one time.

MR. GROEBER: Thank you.

MR. BIANCHI: Thank you, Your Honor.

As we mentioned, this is a presumption case and we do think detention is appropriate. As I said earlier, the flight risk is really based on the mandatory minimum he was facing. I'll acknowledge that he appears to be a life-long resident of this area, he has all his family, including his wife and children here. And more so, he's a danger to the community.

And I think what the testimony today is, is born out that Mr. McNeal is an Uber driver, he's willing, as an Uber driver, if a customer asks, can you get me drugs, to help them get those drugs, with very little hesitation. The testimony was he's in contact with known drug dealers, so it's not -- and in the course of one day, on April 3rd, he's able to procure both Valium and heroin for someone, and as we heard at the end, all for a hundred dollars. So the fact that he's willing to, if someone offers him what we would consider a relatively minimal amount of money that he gets to take home, to get them drugs, the fact that he would do that so willingly, I think shows that he is a danger. Especially, you know, we know and you

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would hope most people these days know the danger particularly when it comes to heroin and everything. Even if it's not something that he ordinarily deals with, again, the fact that if someone says, hey, can you get this for me, he'll do that. I think it's a very dangerous thing and obviously had tragic consequences here.

And for those reasons we think he is a danger to the community and bond would not be appropriate.

THE COURT: One second, please. All right. Mr. Groeber?

MR. GROEBER: Thank you, Your Honor. May it please the Court. I'm going to talk first, it is a presumption case, and I think we have to acknowledge that and we have to overcome that presumption.

But I do think that considering all of the factors in 3142(g) that the Court needs to consider, and I'll address them sort of one by one. One is the nature and circumstances of the offense. The Court just heard that this, if true that this is Mr. McNeal, that this is not a regular thing that he is involved in. And that there is, at the very least, some question, I believe, about whether or not the drugs involved were -- first of all, who actually picked them up, delivered them, how they got these drugs. And what we still don't -- we didn't hear testimony today about the time of death and whether or not drugs that were used on this particular date,

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if he went and got them with Mr. McNeal or got them from Mr. McNeal, that those are the drugs that caused his death. There is a time frame here that I don't think has been -- that the Court should consider when it considers the weight of the evidence.

As far as the history and characteristics of Mr. McNeal, he has been a man who has worked since he was 17 years old. He did not finish school in a school, but he got an on line diploma. The main reason for that is that he needed to work and he did work. For the last, I think 13 or 14 years, he's been a carpenter and a maintenance man, and he has worked that whole time, his family can address that, Your Honor, that he is someone who has worked since he finished his education, and worked before he finished his education.

Currently he has a job at -- that he works for his father, Jesse McNeal, Senior, who they just started a business together actually. Both of them have done kind of maintenance work together, and they've worked for the City Housing Department, and multiple kind of maintenance man construction type work, he's done that for the last 13 or 14 years.

He also currently has a contract as a maintenance man through a company that I know is listed in his Pretrial Services report, that -- and essentially what that requires is that he helps this apartment complex turn over an apartment after someone leaves, and then makes sure everything is

working okay. If there's a call for service, he would be the person that the apartment complex would come and -- he would come and fix the problem.

Your Honor, he is married to Shaunta, who is here in the courtroom. They have two kids, nine and 11. And what I would tell you is that -- she would tell you they are a team that works together to raise their daughters. And they are struggling financially to get by, but that they work hard. Both of them work hard to provide for their family, to provide for their daughters.

Also in court is his mother. His dad was here yesterday, his sister was here yesterday. His family is here, and he is a family man.

He certainly has strong ties here and he is employed. He's been here almost his whole life. He grew up here. And he has strong community ties.

Your Honor, his record is -- for a 31 year old, he does have, you know, conviction from when he was 19, for being in possession of a firearm. That, first of all, I'd note that that particular charge is now unconstitutional, that statute was held unconstitutional, I think around 2008. And most important about that is he got probation, and he finished probation without any revocations. I think that speaks highly that he could do well and would do well on supervision.

Your Honor, we are asking you to fashion a -- to release

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him and to fashion conditions on him that would -- could satisfy some of the concerns the Court might have. For example, he will agree not to drive as an Uber driver anymore, any other kind of position.

His family is dependent on him for survival. They have an apartment, they --

(Brief interruption in proceedings.)

MR. GROEBER: An apartment that they have. They schedule how to get the kids to school, how to get them back from school. And they work, he and his wife, Shaunta, work together to do that.

I'm going to ask his wife, Shaunta McNeal, to speak now just briefly about his general character.

THE COURT: Sure. If you would come forward, ma'am, and come forward up to the podium up here. And before you start talking, just identify yourself for the record.

MS. McNEAL: My name is Shaunta McNeal. And first off, my kids are 11 and nine. In order for my nine year old to go to school, she has to (inaudible) her dad. That is routine when they wake up, first thing they do; when they go to bed, first thing they do.

I don't even know right now what to say to them for her to be able to go to sleep peacefully, because she'll get up and check and see, you know, he's not in the bed, can I call him. So I told her that he was working right now. She's okay with

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it, but it's not working.

In order for us to be able to make sure that we pay all bills, he is the head of household. So being that he makes more money than I do, that's where all of our bills go. So if he's not here, then that means we lose a roof over our head, food to eat, clothing and so forth. Sure, I make a little bit of money as well, but his covers a lot more than I do.

So --

THE COURT: I understand the hardship, the great hardship it would be if he's locked up while he's pending trial.

MS. McNEAL: Yes.

MR. GROEBER: And I know Your Honor understands that one thing you could consider is to release him into someone's custody. She's willing to bear that burden. And if she doesn't want anything else to say, I'll ask his mom to come up and talk about she can affirmatively take on that responsibility, and we'd ask Your Honor to consider that.

THE COURT: And I want to thank you very much for being here, Mr. McNeal's mother as well. And I do acknowledge, I did note that his dad was here yesterday, and now you tell me his sister as well. Family support is extremely important, not only for purposes of the Court making a decision, but also it's just important to him as well, to Mr. McNeal as well. So I know y'all will continue to support

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him. No matter what.

MS. MAHON: Yes, ma'am.

MR. GROEBER: Thank you, Your Honor.

THE COURT: Thank you.

MR. GROEBER: His mother, Mary McNeal (inaudible).

THE COURT: Thank you, Miss McNeal, come on forward. Yes, ma'am, if you'd just state your name for the record.

MS. McNEAL: My name is Mary McNeal.

THE COURT: Yes, ma'am.

MS. McNEAL: It's just -- this is a little hard to stand here and defend my son's character. He's my youngest and he's my only son. He's a hard worker, he's a family man. Very much involved in his children's life. Any school activity, any church activity, he is there.

I was listening to some of the things that was being said, and definitely he is very much involved in the community and in his church. He worked with his dad, and he's been working with him since he's been about 15, maybe even younger.

As far as him being a danger to others in the community, that is not so, because he's in the community every day.

And I'm standing here just to say that -- I want to just give my condolences to Mr. Sebastian's family. And I know that's hard, because we all have lost loved ones. But I do want to say that, you know, in my son's defense, he would not intentionally or willingly hurt anybody, and he is not a

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danger to the community or himself. And I love him very much.

THE COURT: Thank you very much. And I know he appreciates your love and support.

MR. GROEBER: And Mrs. McNeal also is willing to serve as some sort of custodian for her son (inaudible).

THE COURT: Thank you. Before argument, I did not ask, would, Mr. Bianchi, would the victim's sister like to speak?

MR. BIANCHI: She would like to speak. And I'll turn it over to her in just a second. The only other thing I'd like to note in response is a couple points is --

THE COURT: I haven't even let him argue yet, so we're going to do argument later, I'm just trying to get all the folks that want to speak first, and then I'll let you argue. Unless you want to make a point --

MR. BIANCHI: I'll let her speak, and then it's just sort of a quick rebuttal to what was said.

THE COURT: And I'm going to let you make a full rebuttal to whatever Mr. Groeber has to say in argument as well.

And if you would please state your name for the record.

MS. GRAINGER: My name is Crystal Inez Grainger.

THE COURT: Yes, ma'am.

MS. GRAINGER: I wanted to say my brother was my best friend. We grew up together. He died on the day of his

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birthday. The last message, the last words he read before he died, was Mr. McNeal telling him, what I just brought you is heavy things. Are you okay? I could not say good-bye to him. We did everything together. He was in the National Guard. He had just applied for officer candidate school. His dream was to serve this country. He was a good person. He graduated with honors. He put himself in the Citadel and graduated with honors. And all he did his life was trying to be a better person and help others. Serve his country. He was always there for me. We were best friends. And he can not be here today, and that's why I wanted to be here to represent him and be here for him.

THE COURT: Thank you very much. And I know how hard it is. All right. Thank you.

All right. I'm going to -- now argument, and y'all can go in whatever order you choose.

MR. BIANCHI: Your Honor, I think I made my argument earlier, and I know Mr. Groeber did as well. So the only points I'd like to make to follow up on, in addition to what I stated earlier, was that as much as -- I mean, seemed to insinuate this was a one off thing. I'd note that according to Court's Exhibit 1, he was able to get, Mr. McNeal, that is, was able to get $300 worth of heroin in pretty short order. I would submit to the Court, based on my experience, and I know the Court has a lot of experience for this, someone can't just

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cold call and order up $300 worth of heroin without a prior existing relationship of some sort. I would submit that that would raise a lot of red flags with any dealer getting a call like that for someone who they don't know to be involved in drugs at all. So I think I'd just like the Court to take note of that.

And the other thing I'd just sort of follow up with what Miss Grainger just told the Court is, you know, at the end of the day, Mr. Grainger, we submit, is dead because Mr. McNeal saw an opportunity to make a little bit of money, and that was what we submit was his concern at the time, without any concern for Mr. Grainger's welfare.

And again, I just add that into our other reasons why we think detention is appropriate.

THE COURT: Thank you. Mr. Groeber, I'm afraid he did his rebuttal and his argument before you got to make your argument. You know you may talk as long as you need to and put anything on the record you need to.

MR. GROEBER: Thank you, Your Honor.

I would say, you know, I think we've laid out a lot of the facts that are pertinent for you to consider, and we ask that you consider those.

You know, I would just -- this was, at worst, a response to a request. And those texts do not suggest an attempt to sell or push or encourage. And I think when you read the

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texts, you can see that, but this is a request from the victim. Now, that's obviously very serious, why we're here, but that is something that changes the complexion slightly, whether or not Mr. McNeal was dangerous.

And so we think that with the facts of who he is, what he does, the family man that he is, that we have rebutted that presumption that he could have a combination of conditions that will assure his appearance. I don't think there's any evidence that he would -- that he would not show up for court, and also that he can safely be monitored.

What specifically what we suggest and request is release into the custody of his mother and/or his wife, that he be under house arrest so that he is either at home or at work, that he be on GPS monitoring, that he not be an Uber driver, and any and all other conditions that would satisfy his work, he would submit to. We think that those would alleviate the concerns and rebut the presumption that he could be safely -- that he is not a danger to specific person which (inaudible).

THE COURT: Thank you. One thing I'd like to do before I rule is review the Court's Exhibit 1. Have y'all given it to Madam Clerk yet? We can scan it later, but I want to take a moment and review those, and we'll be at ease until I come back after reviewing the texts.

(A recess was held at this time.)

THE COURT: All right. I have reviewed Court's

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Exhibit 1. I want the courtroom to know that I have not made this decision lightly. This is one of the more tragic situations I have ever seen. I will say that the texts appear to reflect, as testified by the agent, that there was previous, before the 3rd, there was previous drug activity. And although it is initiated by Mr. Grainger, I find that -- Well, let's just say that the defendant does it without much hesitation, but at the same time is trying to warn Mr. Grainger not to do these things, which shows to me some indication of the danger of bringing drugs to a man who I believe is testified to, at least from Mr. McNeal's statement, was distraught for some reason.

He says more than one time, "Don't do this, Bro," which indicates to me that he knows -- and also the comment about it being heavy drugs, and was trying to check. He checked on him from the first drug deal as well, according to the texts, or what appeared the inferences from the texts.

As Mr. Groeber alluded to and went over some, the nature and circumstances of the offense, these are the things I'm to look at in deciding whether or not Mr. McNeal is a danger to the community. The nature and circumstances of the offense, and whether or not it's a controlled substance offense or a crime of violence. And although the crime itself is not violent, the result certainly was.

I think the weight of the evidence is strong against the

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defendant. And although he has many history and characteristics of a person who would be someone we would put on bond, I find that the nature and circumstances of this offense and the danger to the community posed by someone who, evidently knowing these drugs are dangerous, deals them, outweighs the evidence the defendant put forth to try to rebut the presumption that he is a danger.

I note that there are other things in his favor, things -- he was not on probation or parole or on release pending this -- when he got these charges. He does not have a history of violating probation or bond, although he has a criminal record. I'm really finding that the nature and seriousness, based on this offense, outweighs these other factors that are in Mr. McNeal's favor.

I always try to thank the families of the defendant, because your support is critical to him at this time. I also want to thank the victim's sister for coming; it's a brave thing to do to come when your heart is so broken, and speak to the Court.

But the nature and seriousness of this conduct outweighs all the factors in favor of Mr. McNeal, and he will be detained pending his trial.

Thank you very much.

(Court adjourned at 1:29 p.m.)

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REPORTER'S CERTIFICATION

I, Debra L. Potocki, RMR, RDR, CRR, Official Court Reporter for the United States District Court for the District of South Carolina, hereby certify that the foregoing is a true and correct transcript of the electronically recorded above proceedings, to the best of my ability.

S/Debra L. Potocki
_____

Debra L. Potocki, RMR, RDR, CRR

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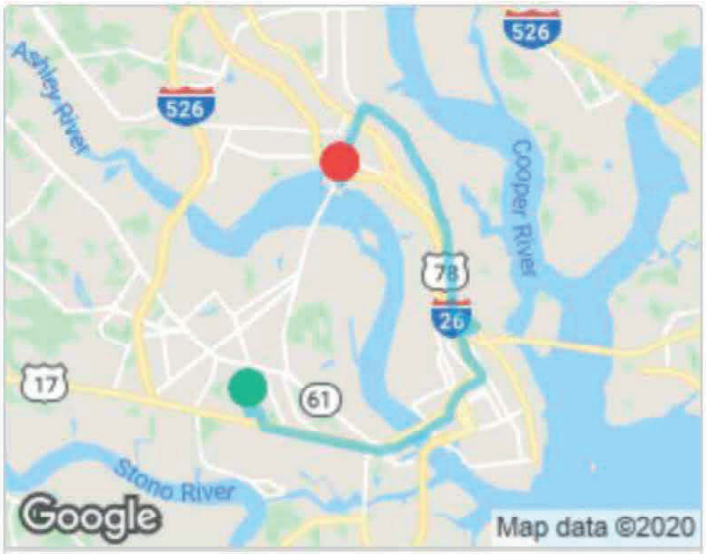
UBER

MARCH 2[illegible] 2017



11:42pm
721 W Sherwood Dr, Charleston, SC

12:14am
SC-7, North Charleston, SC

CAR	MILES	TRIP TIME
uberX	11.28	00:32:00

Base Fare	1.00
Distance	9.58
Time	4.48
Subtotal	**$15.06**
Booking Fee (?)	**1.85**
SC Local Assessment Fee (?)	**0.15**

CHARGED
VISA Personal •••• 9353 **$17.06**

Your fare reflects the time and distance you traveled rather than the destination you entered.

You rode with Jesse Mcnealjr

CONFIDENTIAL

Uber-Rasier 00001 [9738-3]

ELECTRONICALLY FILED - 2020-04-17 03:14:29 PM - CHARLESTON - COMMON PLEAS - CASE#2020CP1001553

STATE OF SOUTH CAROLINA)) COUNTY OF CHARLESTON)) Crista Linares Grainger, as Personal Representative of the Estate of Sebastian Linares Grainger,)) Plaintiff,) vs.)) Uber Technologies, Inc., Raiser, LLC, and Jesse McNeal,)) Defendants.)	IN THE COURT OF COMMON PLEAS FOR THE NINTH JUDICIAL CIRCUIT CASE NO.: 2020-CP-10- SUMMONS (Jury Trial Demanded)

TO: THE DEFENDANTS, ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to appear and defend the allegations of the Complaint herein, a copy of which is herewith served upon you, and to serve a copy of your responsive pleadings upon the subscriber at her office, located at 497 St. Andrews Blvd., Charleston, SC 29407, within thirty (30) days after the service hereof, exclusive of the day of such service, and if you fail to appear and defend within the time aforesaid, judgment will be entered against you by default for the relief demanded in the Complaint.

Respectfully submitted,

CLARKSON WALSH & COULTER, PA

By: _S/Michelle Endemann_____
Michelle N. Endemann, Esquire
SC Bar #: 79894
497 St. Andrews Blvd.
Charleston, SC 29407
Phone: (843) 936-5043
mendemann@clarksonwalsh.com

ATTORNEYS FOR PLAINTIFF

ELECTRONICALLY FILED - 2020-04-22 3:14:24 PM - CHARLESTON - COMMON PLEAS - CASE#2020CP1001553

STATE OF SOUTH CAROLINA)) COUNTY OF CHARLESTON)) Crista Linares Grainger, as Personal Representative of the Estate of Sebastian Linares Grainger,)) Plaintiff,) vs.)) Uber Technologies, Inc., Raiser, LLC, and Jesse McNeal,)) Defendants.)	IN THE COURT OF COMMON PLEAS FOR THE NINTH JUDICIAL CIRCUIT CASE NO.: 2020-CP-10- COMPLAINT (Jury Trial Demanded)

The Plaintiff, complaining of the above-named Defendants, alleges as follows:

1. The Plaintiff is the sister and Personal Representative of the Estate of Sebastian Linares Grainger. Sebastian died on or about April 3, 2017 as a result of the acts complained of herein.
2. Defendant Uber Technologies, Inc. is a corporation organized and existing under the laws of a state other than South Carolina, doing business in Charleston County, South Carolina.
3. Defendant Raiser, LLC is a company organized and existing under the laws of a state other than South Carolina, doing business in Charleston County, South Carolina.
4. Defendants Uber Technologies, Inc. and Raiser, LLC are collectively hereinafter referred to as "Uber".
5. Defendant Jesse McNeal is a resident of Charleston County, South Carolina.
6. This Complaint asserts claims of wrongful death under South Carolina Code § 15-51-10, et seq. as well as other claims.
7. The Court has jurisdiction over the parties and subject matter herein.
8. Charleston County is the appropriate venue for this Complaint.

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9. Defendant McNeal was, at all relevant times, acting as a driver for Uber.
10. Defendants were operating jointly as common carriers in the State of South Carolina.
11. Prior to becoming an Uber driver, Defendant McNeal had a criminal record.
12. Prior to becoming an Uber driver, Defendant McNeal had a drug problem and used cocaine.
13. Defendant McNeal resumed his cocaine habit while driving for Uber, purportedly so that he could "stay awake" to drive for Uber at night.
14. While acting as an Uber driver, Defendant McNeal had contacts with individuals known to law enforcement as drug dealers and suppliers.
15. Sebastian met Defendant McNeal through Uber.
16. Defendant McNeal was Sebastian's Uber driver on several occasions.
17. On one Uber ride, Defendant McNeal offered to procure drugs for Sebastian, and the ride destination was changed to the drug dealer's address.
18. Sometime between March 27, 2017 and April 3, 2017, Defendant McNeal again procured drugs for Sebastian. Unbeknownst to Sebastian or Defendant McNeal, the substance provided by Defendant McNeal to Sebastian contained fentanyl.
19. Sebastian died from an accidental overdose on the drugs provided to him by Defendant McNeal. He was 27 years old at the time of his death. He died on his birthday.
20. Sebastian was a graduate of The Citadel where he received his degree in Business Administration and Modern Languages and was a member of the National Guard.
21. At the time of his death, he was gainfully employed with a local insurance company and was attending The Citadel to obtain a Master's degree in Leadership.
22. Mr. McNeal was charged and convicted for his involvement in Sebastian's death, and is currently incarcerated.

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23. Even after Sebastian's death, Defendant McNeal continued to drive for Uber.
24. Defendant McNeal was detained pending trial as he was deemed a danger to the public because of his conduct and because of his position as an Uber driver.
25. Uber states that passengers are entitled to "peace of mind on every ride".
26. Uber holds out to the public that its drivers undergo a "multi-step safety screen" and are "vetted every year".
27. Uber holds out to the public that its screenings of its drivers check for "issues including but not limited to…drinking and drug-related offenses".
28. Uber holds out to the public that it uses "technology that proactively fetches new criminal offenses using several sources".
29. Prior to Sebastian's death, Uber was aware that several of its drivers were offering to procure illegal drugs for their passengers.
30. Uber failed to properly screen, supervise, and monitor Defendant McNeal and his use of the Uber application, Uber platform, and Uber signage.
31. As a direct and proximate result of the Defendants' recklessness and gross negligence, Sebastian lost his life.
32. Crista Linares Grainger, Sebastian's sister, makes this claim against the Defendants pursuant to the South Carolina wrongful death statute on behalf of Sebastian's heirs.
33. This claim is for the loss of companionship, lost earnings, death, grief, shock, mental anguish, emotional distress, loss of society and companionship, wounded feelings, financial support, and comfort in the future, medical and funeral bills, and other damages suffered as a result of the Defendants' conduct.
34. Plaintiff is entitled to actual and punitive damages.

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FOR A SECOND CAUSE OF ACTION

35. Plaintiff repeats and realleges all of the above allegations as if set forth fully herein.

36. Uber knew or should have known that its hire of Jesse McNeal as an Uber driver created an undue risk of harm to the public.

37. The harm suffered by Plaintiff was foreseeable.

38. Uber had a duty to exercise reasonable care to prevent its drivers from harming others or from conducting themselves in such a way that poses an unreasonable risk of bodily harm to Uber passengers.

39. Defendant McNeal used the Uber application, Uber platform, and Uber signage.

40. Defendant McNeal was acting, at all relevant times, as an Uber driver.

41. Uber cloaked Defendant McNeal with apparent authority through the application, platform and signage.

42. Uber was aware of Defendant McNeal's use of the Uber application, platform and signage, gave its permission for such use, and benefitted financially from it.

43. Uber had the ability to prevent Defendant McNeal from using its platform and application to reach the public. In fact, Uber purports to provide initial and continuous driver screenings to protect the public.

44. Uber is aware of the necessity and opportunity for it to prevent driver's that have criminal backgrounds, abuse drugs, and attempt to procure drugs for Uber riders from using its applications and platforms.

45. Uber was negligent and grossly negligent and breached its duties in the following particulars:

    a. Failing to adequately perform an initial screen of Defendant McNeal;

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b. Failing to transport Sebastian from one location to the next without incident;

c. Failing to identify Defendant McNeal's criminal record;

d. Failing to provide adequate drug testing for Mr. McNeal;

e. Failing to supervise Defendant McNeal;

f. Failing to train Defendant McNeal;

g. Driving while under the influence of illegal drugs;

h. Failing to terminate Defendant McNeal's ability to use the Uber application, Uber platform, and Uber signage when Defendant McNeal began to use illegal drugs;

i. Fostering an environment in which drivers might resort to drastic measures to drive through all hours of the night;

j. Failing to provide adequate staff to address concerns of drivers offering illegal drugs to Uber passengers and other safety concerns; and

k. In other particulars that may become apparent through discovery.

46. Plaintiff reasonably relied on Uber to screen its drivers and to exercise reasonable care.

47. As a direct and proximate result of the Defendants' recklessness and gross negligence, Sebastian lost his life.

48. Plaintiff is entitled to actual and punitive damages in an amount to be proven at trial.

FOR A THIRD CAUSE OF ACTION

49. Plaintiff repeats and realleges all of the above allegations as if set forth fully herein.

50. Defendants undertook, for compensation, to carry passengers of the general public, including Sebastian, from place to place.

51. As common carriers of passengers, Defendants owe the highest degree of care to their passengers.

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52. Defendants breached their duties in the following particulars:

a. Failing to adequately perform an initial screen of Defendant McNeal;

b. Failing to transport Sebastian from one location to the next without incident;

c. Failing to identify Defendant McNeal's criminal record;

d. Failing to provide adequate drug testing for Mr. McNeal;

e. Failing to supervise Defendant McNeal;

f. Failing to train Defendant McNeal;

g. Driving while under the influence of illegal drugs;

h. Failing to terminate Defendant McNeal's ability to use the Uber application, Uber platform, and Uber signage when Defendant McNeal began to use illegal drugs;

i. Fostering an environment in which drivers might resort to drastic measures to drive through all hours of the night;

j. Failing to provide adequate staff to address concerns of drivers offering illegal drugs to Uber passengers and other safety concerns; and

k. In other particulars that may become apparent through discovery.

53. As a direct and proximate result of the Defendants' conduct, Sebastian lost his life.

54. Defendants are strictly liable to Plaintiff.

55. Plaintiff is entitled to actual and punitive damages in an amount to be proven at trial.

WHEREFORE, Plaintiff prays for judgment against the Defendant in a just and equitable sum of actual and punitive damages, for the costs of this action, and for such other and further relief as this Court may deem proper.

[signature on following page]

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Respectfully submitted,

CLARKSON WALSH & COULTER, PA

By: ___S/Michelle Endemann_____
Michelle N. Endemann, Esquire
SC Bar #: 79894
497 St. Andrews Blvd.
Charleston, SC 29407
Phone: (843) 936-5043
mendemann@clarksonwalsh.com

ATTORNEYS FOR PLAINTIFF

Rider	***Request Time Local***	***Pickup Time Local***	***Dropoff Time Local***	***Status***
Sebastian Linares	3/21/17 11:37 PM	3/21/17 11:42 PM	3/22/17 12:14 AM	completed
Sebastian Linares	3/22/17 12:16 AM			rider_canceled
Sebastian Linares	3/22/17 12:16 AM			rider_canceled
Sebastian Linares	3/25/17 1:11 PM	3/25/17 1:18 PM	3/25/17 1:43 PM	completed

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de0840a8-4	9ae4540d-!	Sebastian	Linares	Charleston	UberX	completed	37:12.0	32.78951	-80.0073	42:15.0	32.78962	-80.0072	14:15.0	32.84169	-79.9817
901819a8-!	9ae4540d-!	Sebastian	Linares	Charleston	UberX	rider_cance	16:16.0	32.82054	-79.9922	\N	32.79864	-79.9987	\N	32.79863	-79.9987
42020d17-1	9ae4540d-!	Sebastian	Linares	Charleston	UberX	rider_cance	16:53.0	32.82056	-79.9923	\N	\N	\N	\N	\N	\N
cc374052-e	9ae4540d-!	Sebastian	Linares	Charleston	UberX	completed	11:16.0	32.78951	-80.0073	18:52.0	32.78949	-80.007	43:44.0	32.78975	-79.9407

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Driver	***Request Time Local***	***Dropoff Time Local***	***Status***
Jesse Mcnealjr	9/22/17 7:32 PM	9/22/17 7:55 PM	completed
Jesse Mcnealjr	9/22/17 7:24 PM	9/22/17 7:34 PM	completed
Jesse Mcnealjr	9/22/17 7:14 PM	9/22/17 7:23 PM	completed
Jesse Mcnealjr	9/22/17 6:59 PM	9/22/17 7:14 PM	completed
Jesse Mcnealjr	9/22/17 6:38 PM	9/22/17 6:50 PM	completed
Jesse Mcnealjr	6/4/17 2:46 AM	6/4/17 2:53 AM	completed
Jesse Mcnealjr	6/4/17 2:18 AM	6/4/17 2:43 AM	completed
Jesse Mcnealjr	6/4/17 1:54 AM	6/4/17 2:20 AM	completed
Jesse Mcnealjr	6/4/17 12:02 AM	6/4/17 12:25 AM	completed
Jesse Mcnealjr	6/3/17 1:35 AM	6/3/17 2:06 AM	completed
Jesse Mcnealjr	6/3/17 1:21 AM		rider_canceled
Jesse Mcnealjr	6/3/17 1:16 AM		rider_canceled
Jesse Mcnealjr	6/3/17 1:06 AM		rider_canceled
Jesse Mcnealjr	6/3/17 12:39 AM	6/3/17 12:59 AM	completed
Jesse Mcnealjr	5/31/17 2:48 AM	5/31/17 3:03 AM	completed
Jesse Mcnealjr	5/31/17 2:33 AM	5/31/17 2:50 AM	completed
Jesse Mcnealjr	5/27/17 2:07 AM	5/27/17 2:15 AM	completed
Jesse Mcnealjr	5/21/17 2:27 AM	5/21/17 2:53 AM	completed
Jesse Mcnealjr	5/21/17 1:42 AM	5/21/17 2:12 AM	completed
Jesse Mcnealjr	5/21/17 1:40 AM		rider_canceled
Jesse Mcnealjr	5/21/17 1:20 AM	5/21/17 1:34 AM	completed
Jesse Mcnealjr	5/21/17 1:07 AM	5/21/17 1:19 AM	completed
Jesse Mcnealjr	5/21/17 12:54 AM	5/21/17 1:08 AM	completed
Jesse Mcnealjr	5/21/17 12:42 AM		driver_canceled
Jesse Mcnealjr	5/21/17 12:19 AM	5/21/17 12:32 AM	completed
Jesse Mcnealjr	5/21/17 12:11 AM	5/21/17 12:22 AM	completed
Jesse Mcnealjr	5/5/17 7:23 PM	5/5/17 8:12 PM	completed
Jesse Mcnealjr	5/5/17 6:59 PM	5/5/17 7:38 PM	completed
Jesse Mcnealjr	5/5/17 6:42 PM	5/5/17 7:04 PM	completed
Jesse Mcnealjr	5/5/17 1:57 PM	5/5/17 2:14 PM	completed
Jesse Mcnealjr	5/5/17 1:23 PM	5/5/17 2:00 PM	completed
Jesse Mcnealjr	5/5/17 1:08 PM	5/5/17 1:24 PM	completed
Jesse Mcnealjr	5/5/17 12:29 PM	5/5/17 12:54 PM	completed

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Driver	***Request Time Local***	***Dropoff Time Local***	***Status***
Jesse Mcnealjr	5/5/17 11:37 AM	5/5/17 12:11 PM	completed
Jesse Mcnealjr	5/5/17 11:26 AM	5/5/17 11:41 AM	completed
Jesse Mcnealjr	5/5/17 7:57 AM	5/5/17 8:10 AM	completed
Jesse Mcnealjr	5/5/17 7:43 AM	5/5/17 8:01 AM	completed
Jesse Mcnealjr	5/5/17 7:34 AM	5/5/17 7:51 AM	completed
Jesse Mcnealjr	5/5/17 6:07 AM	5/5/17 6:20 AM	completed
Jesse Mcnealjr	5/5/17 5:57 AM	5/5/17 6:07 AM	completed
Jesse Mcnealjr	5/5/17 5:23 AM	5/5/17 5:50 AM	completed
Jesse Mcnealjr	5/5/17 5:03 AM	5/5/17 5:13 AM	completed
Jesse Mcnealjr	5/5/17 4:32 AM	5/5/17 4:57 AM	completed
Jesse Mcnealjr	5/5/17 4:09 AM	5/5/17 4:37 AM	completed
Jesse Mcnealjr	5/5/17 3:54 AM	5/5/17 4:14 AM	completed
Jesse Mcnealjr	5/5/17 2:41 AM	5/5/17 3:00 AM	completed
Jesse Mcnealjr	5/5/17 2:01 AM	5/5/17 2:10 AM	completed
Jesse Mcnealjr	5/5/17 1:37 AM	5/5/17 1:57 AM	fare_split
Jesse Mcnealjr	5/5/17 1:37 AM	5/5/17 1:57 AM	fare_split
Jesse Mcnealjr	5/5/17 1:37 AM	5/5/17 1:57 AM	fare_split
Jesse Mcnealjr	5/5/17 1:37 AM	5/5/17 1:57 AM	completed
Jesse Mcnealjr	5/4/17 4:49 PM	5/4/17 5:31 PM	completed
Jesse Mcnealjr	5/4/17 4:34 PM	5/4/17 4:55 PM	completed
Jesse Mcnealjr	5/4/17 4:20 PM	5/4/17 4:36 PM	completed
Jesse Mcnealjr	5/4/17 4:09 PM	5/4/17 4:18 PM	completed
Jesse Mcnealjr	5/4/17 3:53 PM	5/4/17 4:08 PM	completed
Jesse Mcnealjr	5/4/17 3:26 PM	5/4/17 3:48 PM	completed
Jesse Mcnealjr	5/4/17 3:03 PM	5/4/17 3:19 PM	completed
Jesse Mcnealjr	5/4/17 1:51 PM	5/4/17 2:13 PM	completed
Jesse Mcnealjr	5/4/17 1:16 PM	5/4/17 1:51 PM	completed
Jesse Mcnealjr	5/4/17 10:58 AM	5/4/17 11:23 AM	completed
Jesse Mcnealjr	5/4/17 10:21 AM	5/4/17 10:50 AM	completed
Jesse Mcnealjr	5/4/17 8:56 AM	5/4/17 9:17 AM	completed
Jesse Mcnealjr	5/4/17 8:45 AM	5/4/17 8:57 AM	completed
Jesse Mcnealjr	5/4/17 8:28 AM	5/4/17 8:47 AM	completed
Jesse Mcnealjr	5/4/17 8:16 AM	5/4/17 8:25 AM	completed

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Driver	***Request Time Local***	***Dropoff Time Local***	***Status***
Jesse Mcnealjr	5/4/17 8:00 AM	5/4/17 8:18 AM	completed
Jesse Mcnealjr	5/4/17 5:49 AM	5/4/17 6:11 AM	completed
Jesse Mcnealjr	5/4/17 5:23 AM	5/4/17 5:48 AM	completed
Jesse Mcnealjr	5/4/17 5:16 AM		driver_canceled
Jesse Mcnealjr	5/4/17 2:23 AM	5/4/17 2:53 AM	completed
Jesse Mcnealjr	5/4/17 2:13 AM	5/4/17 2:26 AM	completed
Jesse Mcnealjr	5/4/17 1:48 AM	5/4/17 2:15 AM	completed
Jesse Mcnealjr	5/4/17 1:36 AM	5/4/17 1:49 AM	completed
Jesse Mcnealjr	5/4/17 1:21 AM	5/4/17 1:37 AM	completed
Jesse Mcnealjr	5/4/17 1:20 AM		rider_canceled
Jesse Mcnealjr	5/4/17 1:19 AM		rider_canceled
Jesse Mcnealjr	5/4/17 1:11 AM	5/4/17 1:30 AM	completed
Jesse Mcnealjr	5/4/17 12:56 AM	5/4/17 1:10 AM	completed
Jesse Mcnealjr	5/4/17 12:35 AM	5/4/17 12:48 AM	completed
Jesse Mcnealjr	5/3/17 3:50 PM	5/3/17 4:01 PM	completed
Jesse Mcnealjr	5/3/17 3:34 PM		rider_canceled
Jesse Mcnealjr	5/3/17 3:03 PM	5/3/17 3:31 PM	completed
Jesse Mcnealjr	5/3/17 2:16 PM	5/3/17 2:40 PM	completed
Jesse Mcnealjr	5/3/17 12:47 AM	5/3/17 1:09 AM	completed
Jesse Mcnealjr	5/3/17 12:39 AM	5/3/17 12:48 AM	completed
Jesse Mcnealjr	5/3/17 12:30 AM		driver_canceled
Jesse Mcnealjr	5/2/17 11:07 PM	5/2/17 11:21 PM	completed
Jesse Mcnealjr	5/2/17 11:02 PM	5/2/17 11:13 PM	fare_split
Jesse Mcnealjr	5/2/17 11:02 PM	5/2/17 11:13 PM	completed
Jesse Mcnealjr	5/2/17 11:02 PM	5/2/17 11:13 PM	fare_split
Jesse Mcnealjr	5/2/17 7:53 PM	5/2/17 8:12 PM	completed
Jesse Mcnealjr	5/1/17 11:04 PM	5/1/17 11:18 PM	completed
Jesse Mcnealjr	5/1/17 10:53 PM	5/1/17 11:06 PM	completed
Jesse Mcnealjr	5/1/17 8:46 PM		driver_canceled
Jesse Mcnealjr	5/1/17 12:37 AM	5/1/17 12:56 AM	completed
Jesse Mcnealjr	5/1/17 12:22 AM	5/1/17 12:39 AM	completed
Jesse Mcnealjr	4/30/17 11:47 PM	5/1/17 12:06 AM	completed
Jesse Mcnealjr	4/30/17 11:17 PM		driver_canceled

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Driver	***Request Time Local***	***Dropoff Time Local***	***Status***
Jesse Mcnealjr	4/30/17 11:05 PM	4/30/17 11:21 PM	completed
Jesse Mcnealjr	4/30/17 10:19 PM	4/30/17 11:12 PM	completed
Jesse Mcnealjr	4/30/17 10:00 PM	4/30/17 10:28 PM	completed
Jesse Mcnealjr	4/30/17 9:44 PM	4/30/17 10:04 PM	completed
Jesse Mcnealjr	4/30/17 9:28 PM	4/30/17 9:43 PM	completed
Jesse Mcnealjr	4/30/17 9:18 PM	4/30/17 9:30 PM	completed
Jesse Mcnealjr	4/30/17 8:59 PM	4/30/17 9:19 PM	completed
Jesse Mcnealjr	4/30/17 5:05 PM	4/30/17 5:21 PM	completed
Jesse Mcnealjr	4/30/17 4:52 PM	4/30/17 5:09 PM	completed
Jesse Mcnealjr	4/30/17 4:29 PM	4/30/17 4:51 PM	completed
Jesse Mcnealjr	4/30/17 4:18 PM	4/30/17 4:26 PM	completed
Jesse Mcnealjr	4/30/17 2:15 PM	4/30/17 2:37 PM	completed
Jesse Mcnealjr	4/30/17 1:49 PM	4/30/17 2:08 PM	completed
Jesse Mcnealjr	4/30/17 1:48 PM		rider_canceled
Jesse Mcnealjr	4/30/17 1:27 PM	4/30/17 1:42 PM	completed
Jesse Mcnealjr	4/30/17 1:15 PM	4/30/17 1:26 PM	completed
Jesse Mcnealjr	4/30/17 12:59 PM	4/30/17 1:14 PM	completed
Jesse Mcnealjr	4/30/17 12:14 PM		rider_canceled
Jesse Mcnealjr	4/30/17 11:46 AM	4/30/17 12:10 PM	completed
Jesse Mcnealjr	4/30/17 11:28 AM	4/30/17 11:52 AM	completed
Jesse Mcnealjr	4/30/17 10:32 AM	4/30/17 10:57 AM	completed
Jesse Mcnealjr	4/29/17 5:19 AM	4/29/17 5:54 AM	completed
Jesse Mcnealjr	4/29/17 5:09 AM		rider_canceled
Jesse Mcnealjr	4/29/17 4:54 AM	4/29/17 5:17 AM	completed
Jesse Mcnealjr	4/29/17 2:25 AM	4/29/17 2:50 AM	completed
Jesse Mcnealjr	4/29/17 2:19 AM		driver_canceled
Jesse Mcnealjr	4/29/17 2:12 AM	4/29/17 2:20 AM	completed
Jesse Mcnealjr	4/29/17 2:07 AM	4/29/17 2:13 AM	completed
Jesse Mcnealjr	4/29/17 2:05 AM		rider_canceled
Jesse Mcnealjr	4/27/17 1:45 AM	4/27/17 3:24 AM	completed
Jesse Mcnealjr	4/27/17 1:24 AM	4/27/17 1:43 AM	completed
Jesse Mcnealjr	4/27/17 1:00 AM	4/27/17 1:05 AM	completed
Jesse Mcnealjr	4/27/17 12:50 AM	4/27/17 1:00 AM	completed

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Driver	***Request Time Local***	***Dropoff Time Local***	***Status***
Jesse Mcnealjr	4/27/17 12:37 AM	4/27/17 12:51 AM	completed
Jesse Mcnealjr	4/27/17 12:32 AM		driver_canceled
Jesse Mcnealjr	4/27/17 12:13 AM	4/27/17 12:34 AM	completed
Jesse Mcnealjr	4/26/17 11:57 PM	4/27/17 12:09 AM	completed
Jesse Mcnealjr	4/26/17 11:52 PM		rider_canceled
Jesse Mcnealjr	4/26/17 11:45 PM	4/26/17 11:52 PM	completed
Jesse Mcnealjr	4/26/17 11:32 PM	4/26/17 11:41 PM	completed
Jesse Mcnealjr	4/26/17 11:20 PM	4/26/17 11:29 PM	completed
Jesse Mcnealjr	4/26/17 11:01 PM	4/26/17 11:15 PM	completed
Jesse Mcnealjr	4/26/17 10:54 PM	4/26/17 11:01 PM	completed
Jesse Mcnealjr	4/26/17 10:40 PM	4/26/17 10:56 PM	completed
Jesse Mcnealjr	4/26/17 9:17 PM	4/26/17 9:39 PM	completed
Jesse Mcnealjr	4/26/17 8:45 PM	4/26/17 9:07 PM	completed
Jesse Mcnealjr	4/26/17 8:01 PM	4/26/17 8:20 PM	completed
Jesse Mcnealjr	4/26/17 12:55 AM	4/26/17 1:14 AM	completed
Jesse Mcnealjr	4/26/17 12:45 AM	4/26/17 12:54 AM	completed
Jesse Mcnealjr	4/25/17 11:52 PM	4/26/17 12:29 AM	completed
Jesse Mcnealjr	4/25/17 11:44 PM	4/26/17 12:02 AM	completed
Jesse Mcnealjr	4/25/17 11:13 PM	4/25/17 11:35 PM	completed
Jesse Mcnealjr	4/25/17 2:23 AM	4/25/17 2:43 AM	completed
Jesse Mcnealjr	4/25/17 2:18 AM		rider_canceled
Jesse Mcnealjr	4/25/17 2:13 AM		rider_canceled
Jesse Mcnealjr	4/25/17 2:11 AM	4/25/17 2:31 AM	completed
Jesse Mcnealjr	4/25/17 2:01 AM	4/25/17 2:12 AM	completed
Jesse Mcnealjr	4/25/17 1:50 AM	4/25/17 2:02 AM	completed
Jesse Mcnealjr	4/25/17 1:30 AM		driver_canceled
Jesse Mcnealjr	4/25/17 1:21 AM	4/25/17 1:33 AM	completed
Jesse Mcnealjr	4/25/17 1:04 AM		rider_canceled
Jesse Mcnealjr	4/25/17 12:45 AM	4/25/17 1:02 AM	completed
Jesse Mcnealjr	4/25/17 12:33 AM	4/25/17 12:47 AM	completed
Jesse Mcnealjr	4/25/17 12:16 AM	4/25/17 12:31 AM	completed
Jesse Mcnealjr	4/24/17 11:49 PM	4/25/17 12:11 AM	completed
Jesse Mcnealjr	4/24/17 11:41 PM	4/24/17 11:51 PM	completed

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Driver	***Request Time Local***	***Dropoff Time Local***	***Status***
Jesse Mcnealjr	4/24/17 11:28 PM	4/24/17 11:39 PM	completed
Jesse Mcnealjr	4/24/17 11:23 PM		rider_canceled
Jesse Mcnealjr	4/24/17 11:19 PM	4/24/17 11:29 PM	completed
Jesse Mcnealjr	4/24/17 11:06 PM	4/24/17 11:20 PM	completed
Jesse Mcnealjr	4/24/17 11:03 PM	4/24/17 11:10 PM	completed
Jesse Mcnealjr	4/23/17 11:11 PM	4/23/17 11:17 PM	completed
Jesse Mcnealjr	4/23/17 11:03 PM	4/23/17 11:11 PM	completed
Jesse Mcnealjr	4/23/17 10:56 PM		driver_canceled
Jesse Mcnealjr	4/23/17 10:33 PM	4/23/17 11:05 PM	completed
Jesse Mcnealjr	4/23/17 10:19 PM	4/23/17 10:37 PM	completed
Jesse Mcnealjr	4/23/17 9:59 PM	4/23/17 10:14 PM	completed
Jesse Mcnealjr	4/23/17 9:41 PM	4/23/17 9:59 PM	completed
Jesse Mcnealjr	4/23/17 9:39 PM		rider_canceled
Jesse Mcnealjr	4/23/17 9:29 PM	4/23/17 9:40 PM	completed
Jesse Mcnealjr	4/23/17 8:53 PM	4/23/17 9:20 PM	completed
Jesse Mcnealjr	4/23/17 3:14 AM	4/23/17 3:24 AM	completed
Jesse Mcnealjr	4/23/17 2:54 AM	4/23/17 3:14 AM	completed
Jesse Mcnealjr	4/23/17 2:37 AM	4/23/17 2:49 AM	completed
Jesse Mcnealjr	4/22/17 4:18 PM	4/22/17 4:41 PM	completed
Jesse Mcnealjr	4/22/17 2:25 AM	4/22/17 2:35 AM	completed
Jesse Mcnealjr	4/20/17 11:42 PM	4/21/17 12:18 AM	completed
Jesse Mcnealjr	4/20/17 11:06 PM	4/20/17 11:31 PM	fare_split
Jesse Mcnealjr	4/20/17 11:06 PM	4/20/17 11:31 PM	completed
Jesse Mcnealjr	4/20/17 10:59 PM	4/20/17 11:05 PM	completed
Jesse Mcnealjr	4/20/17 6:17 PM	4/20/17 6:47 PM	completed
Jesse Mcnealjr	4/20/17 5:43 PM	4/20/17 6:20 PM	completed
Jesse Mcnealjr	4/20/17 5:27 AM	4/20/17 5:51 AM	completed
Jesse Mcnealjr	4/20/17 5:14 AM	4/20/17 5:32 AM	completed
Jesse Mcnealjr	4/17/17 7:01 AM	4/17/17 8:02 AM	completed
Jesse Mcnealjr	4/17/17 6:30 AM	4/17/17 7:01 AM	completed
Jesse Mcnealjr	4/17/17 6:21 AM		driver_canceled
Jesse Mcnealjr	4/17/17 5:55 AM	4/17/17 6:23 AM	completed
Jesse Mcnealjr	4/17/17 5:36 AM	4/17/17 6:05 AM	completed

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Driver	***Request Time Local***	***Dropoff Time Local***	***Status***
Jesse Mcnealjr	4/17/17 5:27 AM	4/17/17 5:44 AM	completed
Jesse Mcnealjr	4/16/17 2:32 AM	4/16/17 3:12 AM	completed
Jesse Mcnealjr	4/16/17 2:10 AM	4/16/17 2:30 AM	completed
Jesse Mcnealjr	4/16/17 2:10 AM	4/16/17 2:30 AM	fare_split
Jesse Mcnealjr	4/16/17 1:54 AM		driver_canceled
Jesse Mcnealjr	4/16/17 1:50 AM	4/16/17 1:59 AM	completed
Jesse Mcnealjr	4/16/17 1:23 AM	4/16/17 1:39 AM	completed
Jesse Mcnealjr	4/16/17 1:07 AM		driver_canceled
Jesse Mcnealjr	4/16/17 1:01 AM		rider_canceled
Jesse Mcnealjr	4/16/17 12:43 AM	4/16/17 1:11 AM	completed
Jesse Mcnealjr	4/16/17 12:04 AM	4/16/17 12:28 AM	completed
Jesse Mcnealjr	4/16/17 12:04 AM		rider_canceled
Jesse Mcnealjr	4/16/17 12:03 AM		rider_canceled
Jesse Mcnealjr	4/16/17 12:01 AM		rider_canceled
Jesse Mcnealjr	4/15/17 9:01 PM	4/15/17 9:18 PM	completed
Jesse Mcnealjr	4/15/17 8:39 PM	4/15/17 8:56 PM	completed
Jesse Mcnealjr	4/15/17 8:26 PM	4/15/17 8:38 PM	completed
Jesse Mcnealjr	4/15/17 2:44 AM	4/15/17 3:01 AM	completed
Jesse Mcnealjr	4/15/17 2:36 AM		rider_canceled
Jesse Mcnealjr	4/15/17 2:29 AM	4/15/17 2:36 AM	completed
Jesse Mcnealjr	4/15/17 1:54 AM	4/15/17 2:17 AM	completed
Jesse Mcnealjr	4/15/17 1:22 AM		driver_canceled
Jesse Mcnealjr	4/14/17 2:55 AM	4/14/17 3:10 AM	completed
Jesse Mcnealjr	4/14/17 2:44 AM	4/14/17 2:56 AM	completed
Jesse Mcnealjr	4/14/17 2:27 AM		driver_canceled
Jesse Mcnealjr	4/14/17 1:49 AM	4/14/17 2:28 AM	completed
Jesse Mcnealjr	4/14/17 1:48 AM		rider_canceled
Jesse Mcnealjr	4/14/17 1:44 AM	4/14/17 1:54 AM	completed
Jesse Mcnealjr	4/14/17 1:36 AM		driver_canceled
Jesse Mcnealjr	4/14/17 1:05 AM	4/14/17 1:28 AM	completed
Jesse Mcnealjr	4/13/17 4:16 PM	4/13/17 4:33 PM	completed
Jesse Mcnealjr	4/13/17 3:49 PM	4/13/17 4:03 PM	completed
Jesse Mcnealjr	4/13/17 3:20 PM	4/13/17 3:50 PM	completed

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Driver	***Request Time Local***	***Dropoff Time Local***	***Status***
Jesse Mcnealjr	4/13/17 3:04 PM	4/13/17 3:27 PM	completed
Jesse Mcnealjr	4/13/17 2:40 PM	4/13/17 2:56 PM	completed
Jesse Mcnealjr	4/13/17 3:25 AM	4/13/17 3:41 AM	completed
Jesse Mcnealjr	4/13/17 3:24 AM		rider_canceled
Jesse Mcnealjr	4/13/17 2:24 AM	4/13/17 2:54 AM	completed
Jesse Mcnealjr	4/13/17 2:19 AM		rider_canceled
Jesse Mcnealjr	4/13/17 2:02 AM	4/13/17 2:22 AM	completed
Jesse Mcnealjr	4/13/17 2:01 AM		rider_canceled
Jesse Mcnealjr	4/13/17 1:25 AM	4/13/17 1:51 AM	completed
Jesse Mcnealjr	4/13/17 1:09 AM	4/13/17 1:27 AM	completed
Jesse Mcnealjr	4/13/17 12:57 AM	4/13/17 1:12 AM	completed
Jesse Mcnealjr	4/13/17 12:56 AM		rider_canceled
Jesse Mcnealjr	4/13/17 12:47 AM	4/13/17 12:54 AM	completed
Jesse Mcnealjr	4/12/17 1:34 PM	4/12/17 1:43 PM	completed
Jesse Mcnealjr	4/12/17 1:29 PM		rider_canceled
Jesse Mcnealjr	4/12/17 1:08 PM	4/12/17 1:20 PM	completed
Jesse Mcnealjr	4/12/17 12:56 PM	4/12/17 1:06 PM	completed
Jesse Mcnealjr	4/12/17 12:39 PM	4/12/17 12:46 PM	completed
Jesse Mcnealjr	4/12/17 12:02 PM	4/12/17 12:37 PM	completed
Jesse Mcnealjr	4/12/17 11:45 AM	4/12/17 11:58 AM	completed
Jesse Mcnealjr	4/12/17 11:06 AM	4/12/17 11:22 AM	completed
Jesse Mcnealjr	4/12/17 1:08 AM	4/12/17 1:36 AM	completed
Jesse Mcnealjr	4/12/17 12:53 AM	4/12/17 1:08 AM	completed
Jesse Mcnealjr	4/12/17 12:02 AM	4/12/17 12:41 AM	completed
Jesse Mcnealjr	4/11/17 11:45 PM	4/11/17 11:56 PM	completed
Jesse Mcnealjr	4/11/17 11:38 PM	4/11/17 11:45 PM	completed
Jesse Mcnealjr	4/10/17 8:31 PM	4/10/17 8:41 PM	completed
Jesse Mcnealjr	4/10/17 8:15 PM	4/10/17 8:27 PM	completed
Jesse Mcnealjr	4/10/17 8:02 PM	4/10/17 8:09 PM	completed
Jesse Mcnealjr	4/10/17 7:46 PM	4/10/17 7:54 PM	completed
Jesse Mcnealjr	4/10/17 7:35 PM	4/10/17 7:46 PM	completed
Jesse Mcnealjr	4/9/17 2:16 AM	4/9/17 2:31 AM	fare_split
Jesse Mcnealjr	4/9/17 2:16 AM	4/9/17 2:31 AM	fare_split

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Driver	***Request Time Local***	***Dropoff Time Local***	***Status***
Jesse Mcnealjr	4/9/17 2:16 AM	4/9/17 2:31 AM	fare_split
Jesse Mcnealjr	4/9/17 2:16 AM	4/9/17 2:31 AM	completed
Jesse Mcnealjr	4/9/17 2:03 AM	4/9/17 2:13 AM	completed
Jesse Mcnealjr	4/9/17 1:49 AM		driver_canceled
Jesse Mcnealjr	4/9/17 1:19 AM	4/9/17 1:50 AM	completed
Jesse Mcnealjr	4/9/17 1:00 AM	4/9/17 1:19 AM	completed
Jesse Mcnealjr	4/9/17 12:45 AM	4/9/17 12:57 AM	completed
Jesse Mcnealjr	4/9/17 12:32 AM	4/9/17 12:44 AM	completed
Jesse Mcnealjr	4/9/17 12:19 AM	4/9/17 12:32 AM	completed
Jesse Mcnealjr	4/8/17 5:59 PM	4/8/17 6:13 PM	completed
Jesse Mcnealjr	4/8/17 5:56 PM		rider_canceled
Jesse Mcnealjr	4/8/17 5:17 PM	4/8/17 5:52 PM	completed
Jesse Mcnealjr	4/8/17 5:01 PM	4/8/17 5:24 PM	fare_split
Jesse Mcnealjr	4/8/17 5:01 PM	4/8/17 5:24 PM	completed
Jesse Mcnealjr	4/8/17 4:50 PM	4/8/17 4:58 PM	completed
Jesse Mcnealjr	4/8/17 4:41 PM	4/8/17 4:49 PM	completed
Jesse Mcnealjr	4/8/17 4:31 PM	4/8/17 4:41 PM	completed
Jesse Mcnealjr	4/8/17 6:04 AM	4/8/17 6:33 AM	completed
Jesse Mcnealjr	4/8/17 5:57 AM		driver_canceled
Jesse Mcnealjr	4/8/17 5:34 AM	4/8/17 5:54 AM	completed
Jesse Mcnealjr	4/8/17 5:20 AM	4/8/17 5:37 AM	completed
Jesse Mcnealjr	4/7/17 6:17 PM	4/7/17 6:32 PM	completed
Jesse Mcnealjr	4/7/17 6:10 PM		driver_canceled
Jesse Mcnealjr	4/7/17 6:05 PM		driver_canceled
Jesse Mcnealjr	4/7/17 6:01 PM	4/7/17 6:07 PM	completed
Jesse Mcnealjr	4/7/17 5:55 PM		rider_canceled
Jesse Mcnealjr	4/7/17 5:19 PM	4/7/17 6:01 PM	completed
Jesse Mcnealjr	4/7/17 4:24 PM		driver_canceled
Jesse Mcnealjr	4/7/17 4:06 PM	4/7/17 4:27 PM	completed
Jesse Mcnealjr	4/7/17 4:03 PM	4/7/17 4:10 PM	completed
Jesse Mcnealjr	4/7/17 3:48 PM	4/7/17 4:01 PM	completed
Jesse Mcnealjr	4/7/17 3:44 PM		rider_canceled
Jesse Mcnealjr	4/7/17 3:38 PM	4/7/17 3:48 PM	completed

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Driver	***Request Time Local***	***Dropoff Time Local***	***Status***
Jesse Mcnealjr	4/7/17 3:04 PM	4/7/17 3:35 PM	completed
Jesse Mcnealjr	4/7/17 2:41 PM	4/7/17 3:01 PM	completed
Jesse Mcnealjr	4/7/17 2:35 PM		rider_canceled
Jesse Mcnealjr	4/7/17 2:15 PM	4/7/17 2:41 PM	completed
Jesse Mcnealjr	4/7/17 2:03 PM	4/7/17 2:12 PM	completed
Jesse Mcnealjr	4/7/17 1:41 PM	4/7/17 1:49 PM	completed
Jesse Mcnealjr	4/7/17 2:07 AM		driver_canceled
Jesse Mcnealjr	4/7/17 1:56 AM	4/7/17 2:07 AM	completed
Jesse Mcnealjr	4/7/17 1:42 AM		rider_canceled
Jesse Mcnealjr	4/7/17 1:32 AM	4/7/17 1:43 AM	completed
Jesse Mcnealjr	4/7/17 12:55 AM	4/7/17 1:33 AM	completed
Jesse Mcnealjr	4/7/17 12:53 AM		driver_canceled
Jesse Mcnealjr	4/7/17 12:43 AM	4/7/17 12:54 AM	completed
Jesse Mcnealjr	4/7/17 12:32 AM	4/7/17 12:44 AM	completed
Jesse Mcnealjr	4/6/17 11:49 PM		driver_canceled
Jesse Mcnealjr	4/6/17 11:31 PM	4/6/17 11:59 PM	completed
Jesse Mcnealjr	4/6/17 11:17 PM	4/6/17 11:31 PM	completed
Jesse Mcnealjr	4/6/17 11:13 PM	4/6/17 11:21 PM	completed
Jesse Mcnealjr	4/6/17 11:05 PM	4/6/17 11:13 PM	completed
Jesse Mcnealjr	4/6/17 7:10 PM	4/6/17 7:22 PM	completed
Jesse Mcnealjr	4/6/17 7:06 PM		rider_canceled
Jesse Mcnealjr	4/6/17 6:57 PM		rider_canceled
Jesse Mcnealjr	4/6/17 6:45 PM		rider_canceled
Jesse Mcnealjr	4/6/17 6:30 PM	4/6/17 7:06 PM	completed
Jesse Mcnealjr	4/6/17 6:00 PM	4/6/17 6:27 PM	completed
Jesse Mcnealjr	4/6/17 5:44 PM	4/6/17 6:07 PM	completed
Jesse Mcnealjr	4/6/17 10:06 AM	4/6/17 10:36 AM	completed
Jesse Mcnealjr	4/6/17 9:44 AM	4/6/17 10:04 AM	completed
Jesse Mcnealjr	4/6/17 9:31 AM	4/6/17 9:48 AM	completed
Jesse Mcnealjr	4/6/17 9:06 AM	4/6/17 9:30 AM	completed
Jesse Mcnealjr	4/6/17 3:38 AM		rider_canceled
Jesse Mcnealjr	4/6/17 3:09 AM	4/6/17 3:44 AM	completed
Jesse Mcnealjr	4/6/17 3:07 AM		rider_canceled

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Driver	***Request Time Local***	***Dropoff Time Local***	***Status***
Jesse Mcnealjr	4/6/17 2:46 AM	4/6/17 3:18 AM	completed
Jesse Mcnealjr	4/6/17 2:44 AM		rider_canceled
Jesse Mcnealjr	4/6/17 2:42 AM		rider_canceled
Jesse Mcnealjr	4/6/17 2:19 AM	4/6/17 2:44 AM	completed
Jesse Mcnealjr	4/6/17 2:02 AM		driver_canceled
Jesse Mcnealjr	4/5/17 5:15 PM	4/5/17 5:48 PM	completed
Jesse Mcnealjr	4/5/17 5:00 PM	4/5/17 5:14 PM	completed
Jesse Mcnealjr	4/5/17 4:16 PM	4/5/17 4:57 PM	completed
Jesse Mcnealjr	4/5/17 4:04 PM	4/5/17 4:16 PM	completed
Jesse Mcnealjr	4/5/17 12:42 PM	4/5/17 1:12 PM	completed
Jesse Mcnealjr	4/5/17 11:57 AM	4/5/17 12:42 PM	completed
Jesse Mcnealjr	4/5/17 11:19 AM	4/5/17 11:52 AM	completed
Jesse Mcnealjr	4/5/17 10:57 AM	4/5/17 11:21 AM	completed
Jesse Mcnealjr	4/5/17 2:07 AM	4/5/17 2:31 AM	completed
Jesse Mcnealjr	4/5/17 1:51 AM	4/5/17 2:11 AM	completed
Jesse Mcnealjr	4/4/17 4:17 PM	4/4/17 4:27 PM	completed
Jesse Mcnealjr	4/4/17 3:50 PM	4/4/17 4:13 PM	completed
Jesse Mcnealjr	4/4/17 3:38 PM	4/4/17 3:54 PM	completed
Jesse Mcnealjr	4/4/17 3:02 PM	4/4/17 3:38 PM	completed
Jesse Mcnealjr	4/2/17 2:45 AM	4/2/17 3:15 AM	completed
Jesse Mcnealjr	4/2/17 1:55 AM	4/2/17 2:32 AM	completed
Jesse Mcnealjr	4/2/17 1:38 AM	4/2/17 2:05 AM	completed
Jesse Mcnealjr	4/2/17 1:36 AM		rider_canceled
Jesse Mcnealjr	4/2/17 1:30 AM	4/2/17 1:42 AM	completed
Jesse Mcnealjr	4/1/17 9:55 PM	4/1/17 10:07 PM	completed
Jesse Mcnealjr	4/1/17 9:38 PM	4/1/17 9:57 PM	completed
Jesse Mcnealjr	4/1/17 9:28 PM	4/1/17 9:45 PM	completed
Jesse Mcnealjr	4/1/17 9:15 PM	4/1/17 9:33 PM	completed
Jesse Mcnealjr	4/1/17 9:09 PM	4/1/17 9:21 PM	completed
Jesse Mcnealjr	4/1/17 8:47 PM	4/1/17 9:09 PM	completed
Jesse Mcnealjr	4/1/17 8:35 PM	4/1/17 8:53 PM	completed
Jesse Mcnealjr	4/1/17 8:26 PM	4/1/17 8:42 PM	completed
Jesse Mcnealjr	4/1/17 8:21 PM	4/1/17 8:31 PM	completed

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Driver	***Request Time Local***	***Dropoff Time Local***	***Status***
Jesse Mcnealjr	4/1/17 8:12 PM	4/1/17 8:23 PM	completed
Jesse Mcnealjr	3/31/17 10:16 PM	3/31/17 10:46 PM	completed
Jesse Mcnealjr	3/31/17 9:51 PM	3/31/17 10:18 PM	completed
Jesse Mcnealjr	3/31/17 9:38 PM	3/31/17 9:50 PM	completed
Jesse Mcnealjr	3/31/17 9:13 PM	3/31/17 9:36 PM	completed
Jesse Mcnealjr	3/30/17 12:14 AM		driver_canceled
Jesse Mcnealjr	3/29/17 11:29 PM	3/30/17 12:19 AM	completed
Jesse Mcnealjr	3/29/17 11:17 PM	3/29/17 11:31 PM	completed
Jesse Mcnealjr	3/29/17 10:50 PM	3/29/17 11:00 PM	completed
Jesse Mcnealjr	3/28/17 10:21 PM	3/28/17 10:53 PM	completed
Jesse Mcnealjr	3/28/17 10:17 PM		rider_canceled
Jesse Mcnealjr	3/28/17 9:50 PM	3/28/17 9:58 PM	completed
Jesse Mcnealjr	3/28/17 9:25 PM	3/28/17 9:47 PM	completed
Jesse Mcnealjr	3/22/17 12:16 AM		driver_canceled
Jesse Mcnealjr	3/21/17 11:37 PM	3/22/17 12:14 AM	completed
Jesse Mcnealjr	3/21/17 11:24 PM	3/21/17 11:37 PM	completed
Jesse Mcnealjr	3/21/17 10:12 PM	3/21/17 10:30 PM	completed
Jesse Mcnealjr	3/21/17 9:41 PM	3/21/17 10:06 PM	completed
Jesse Mcnealjr	3/21/17 6:33 PM	3/21/17 6:57 PM	completed
Jesse Mcnealjr	3/21/17 6:04 PM	3/21/17 6:31 PM	completed
Jesse Mcnealjr	3/21/17 5:39 PM	3/21/17 6:06 PM	completed
Jesse Mcnealjr	3/21/17 5:26 PM		driver_canceled
Jesse Mcnealjr	3/21/17 5:12 PM	3/21/17 5:26 PM	completed
Jesse Mcnealjr	3/21/17 12:00 AM	3/21/17 12:08 AM	completed

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driver_tool	firstname	lastname	city_id	begintrip_l	begintrip_l	dropoff_lat	dropoff_lng	client_tool	request_tir	dropoff_tir	status	trip_tools_link
73265630-i	Jesse	Mcnealjr	234	32.81928	-79.9884	32.77998	-79.9272	e83f6687-c	32:13.0	55:41.0	completed	30e99d43-3146-4dbd-8939-5f86fe98ad8c
73265630-i	Jesse	Mcnealjr	234	32.78406	-79.9514	32.79453	-79.9926	35d055cb-:	24:14.0	34:43.0	completed	10157de7-c6ec-480c-b2ad-aae0de26bbad
73265630-i	Jesse	Mcnealjr	234	32.78916	-79.9422	32.77907	-79.9502	1f9b8185-1	14:39.0	23:57.0	completed	40261f81-f8bf-4ce3-805a-ce86ca0a801f
73265630-i	Jesse	Mcnealjr	234	32.79649	-79.9581	32.7863	-79.9352	c0bfcfce-9(	59:42.0	14:37.0	completed	94093069-ed8e-4585-90bc-57580a26b6de
73265630-i	Jesse	Mcnealjr	234	32.80939	-79.9465	32.78028	-79.9272	429dd7b1-	38:29.0	50:10.0	completed	1107774e-cd03-494e-a08f-bfc6b9d81a32
73265630-i	Jesse	Mcnealjr	234	32.7375	-79.9702	32.73471	-79.9666	f814aeb1-2	46:03.0	53:31.0	completed	5e8f39b0-c060-4ab2-ab37-9ca376a162d6
73265630-i	Jesse	Mcnealjr	234	32.80382	-80.0181	32.72609	-79.9543	acb73176-:	18:04.0	43:20.0	completed	1de07efd-680f-4371-9490-c2b4ff042203
73265630-i	Jesse	Mcnealjr	234	32.78189	-79.9861	32.81559	-80.0202	e3974d48-	54:23.0	20:55.0	completed	991b509b-bf47-4cce-b719-f4382294b94a
73265630-i	Jesse	Mcnealjr	234	32.80664	-79.9422	32.89519	-79.9141	e1ff5d71-4	02:02.0	25:41.0	completed	a61a2182-5c5b-4c34-93b4-fb236ee3de65
73265630-i	Jesse	Mcnealjr	234	32.79065	-79.9392	32.87412	-79.7481	83771175-	35:34.0	06:48.0	completed	de077b52-6b68-42e2-93c8-c187d7709d80
73265630-i	Jesse	Mcnealjr	234	32.79478	-79.9426	32.78981	-79.9389	8dd0137b-	21:15.0	\N	rider_canc	6ebb0a28-5f07-4fa7-8c83-f2f5efb663d5
73265630-i	Jesse	Mcnealjr	234	32.7938	-79.9461	32.79481	-79.9426	f42b8d50-4	16:45.0	\N	rider_canc	46c4d0ad-2b82-43dd-809e-3fadc8d5cec9
73265630-i	Jesse	Mcnealjr	234	32.78019	-79.9661	32.79284	-79.9484	c52f0402-f	06:24.0	\N	rider_canc	18232240-7925-4920-a1ca-fb544725ee3f
73265630-i	Jesse	Mcnealjr	234	32.80433	-79.9453	32.78231	-80	11f8f768-3	39:49.0	59:02.0	completed	cf5aa29e-35b4-49f7-91d1-5c9a8611ff48
73265630-i	Jesse	Mcnealjr	234	32.78566	-80.0422	32.81354	-80.0226	cc61d40a-1	48:07.0	03:52.0	completed	b153aeb4-2bb3-42a5-b37f-5d2aa26b9bfa
73265630-i	Jesse	Mcnealjr	234	32.79828	-79.9507	32.80182	-80.0256	8e6b3603-(	33:21.0	50:01.0	completed	71a152f9-4ab4-4339-abed-f69bb19ae988
73265630-i	Jesse	Mcnealjr	234	32.79466	-79.9494	32.80978	-79.9595	88bd85c4-:	07:12.0	15:08.0	completed	c7fd2c21-3834-43ac-abb1-f0550ccfefa4
73265630-i	Jesse	Mcnealjr	234	32.80669	-79.9422	32.85134	-80.0835	a8457840-(	27:53.0	53:49.0	completed	a30f4d50-3485-4140-804f-4c1064ccc152
73265630-i	Jesse	Mcnealjr	234	32.79227	-79.9483	32.78547	-79.7882	4a8b9a33-(	42:37.0	12:52.0	completed	bf9fbe7a-5bbb-4b24-bb1a-d69ffdff93d3
73265630-i	Jesse	Mcnealjr	234	32.80206	-79.8461	32.80065	-79.8478	b012fcfb-5	40:53.0	\N	rider_canc	814c5e5d-b8a2-4569-a0a8-ac9050e18434
73265630-i	Jesse	Mcnealjr	234	32.78887	-79.8577	32.81519	-79.8182	1c6b70b3-(	20:15.0	34:58.0	completed	55dca8ac-6db8-438a-bff0-55406ba83bb6
73265630-i	Jesse	Mcnealjr	234	32.79172	-79.8793	32.78879	-79.8576	53f73e16-2	07:30.0	19:03.0	completed	07cb57b5-05bb-47fc-9f6f-47e07647cd14
73265630-i	Jesse	Mcnealjr	234	32.79695	-79.9409	32.80038	-79.8632	8edb4cfe-c	54:27.0	08:23.0	completed	16038295-3145-4f40-8b7b-6b568b0e8d3d
73265630-i	Jesse	Mcnealjr	234	\N	\N	\N	\N	318442bb-	42:58.0	\N	driver_can	d9d9a27b-4505-4487-b0f4-3852f8d6eaa6
73265630-i	Jesse	Mcnealjr	234	32.79169	-79.8812	32.83759	-79.8533	7d35b71b-	19:28.0	32:56.0	completed	04af4e6d-34ab-42bd-a87f-b706fb07a063
73265630-i	Jesse	Mcnealjr	234	32.8094	-79.9466	32.79163	-79.8811	43de10fd-7	11:52.0	22:26.0	completed	1df0943d-ac01-46ab-a452-6883c42cb31c
73265630-i	Jesse	Mcnealjr	234	32.84892	-80.0632	32.80941	-79.9466	57c41ba6-:	23:42.0	12:02.0	completed	9aff2777-54e5-465c-afd7-fea1956191cc
73265630-i	Jesse	Mcnealjr	234	32.97745	-80.0593	32.81072	-80.0586	23a1f0d3-c	59:44.0	38:03.0	completed	1379f1e1-1830-485e-bee2-9d16c40ecccb
73265630-i	Jesse	Mcnealjr	234	32.88327	-80.0676	32.97063	-80.0143	504af0ed-(	42:20.0	04:35.0	completed	a1995de0-0dc1-4114-bfd4-1d762f0d5cc7
73265630-i	Jesse	Mcnealjr	234	32.95516	-80.0434	32.93594	-80.0507	0c1cff45-d(	57:41.0	14:27.0	completed	80ab7f58-1e15-4c0f-b2c5-411160a4ea29
73265630-i	Jesse	Mcnealjr	234	32.78213	-79.9348	32.93335	-80.0383	279ac7f2-f:	23:07.0	00:12.0	completed	4288bbab-c502-408b-84e3-67a04399bc3a
73265630-i	Jesse	Mcnealjr	234	32.80519	-79.9409	32.78282	-79.9356	af9dc50b-3	08:42.0	24:15.0	completed	d342d52b-cf55-458d-8d8f-bb21b1c382a8
73265630-i	Jesse	Mcnealjr	234	32.73755	-79.9702	32.82317	-79.9519	c8e7afd7-c	29:28.0	54:20.0	completed	6d677ceb-e2c9-4ca9-af83-2c1be9fe4a20
73265630-i	Jesse	Mcnealjr	234	32.78366	-79.9363	32.66348	-79.9206	1a6ad8a5-a	37:10.0	11:04.0	completed	df59c8de-9f2b-491e-83ab-fdd70bf5216e
73265630-i	Jesse	Mcnealjr	234	32.79774	-79.9346	32.78511	-79.9358	794af3e9-4	26:19.0	41:01.0	completed	94da7d32-dc25-4cfe-943a-b34903caab57
73265630-i	Jesse	Mcnealjr	234	32.84933	-79.9816	32.86186	-80.0019	0e4db188-	57:54.0	10:32.0	completed	02cd3437-cc55-44cd-9124-59d19f65fca4
73265630-i	Jesse	Mcnealjr	234	32.85821	-80.0012	32.85313	-79.9861	55473ee9-(	43:17.0	01:23.0	completed	398be00c-c87f-443a-9137-faab8e2298c8
73265630-i	Jesse	Mcnealjr	234	32.80326	-79.9534	32.84242	-80.0021	c0078bb1-:	34:18.0	51:00.0	completed	13b41eb3-a637-4a0a-b650-ea16ca7fb897
73265630-i	Jesse	Mcnealjr	234	32.87446	-80.0148	32.88398	-80.036	fd79c5a5-8	07:03.0	20:22.0	completed	7943a9f2-df9e-4d67-bb47-852337d1c73f
73265630-i	Jesse	Mcnealjr	234	32.84616	-79.9816	32.86814	-80.0171	7f9c12e2-c	57:06.0	07:46.0	completed	ed17c20b-742f-424f-874c-e65918dc4d45
73265630-i	Jesse	Mcnealjr	234	32.81149	-79.9568	32.88415	-80.0365	cc8815a2-3	23:02.0	50:09.0	completed	3e3accbd-bec1-4be7-bd7f-a5d70ffce822
73265630-i	Jesse	Mcnealjr	234	32.87286	-80.0355	32.88392	-80.0361	fba87d62-7	03:20.0	13:55.0	completed	54b15603-773a-4a60-bc6a-bf58655481f7
73265630-i	Jesse	Mcnealjr	234	32.8753	-79.983	32.88391	-80.0359	396fa4a1-c	32:13.0	57:25.0	completed	bdeacfcc-3e83-4f0e-be14-22f5f76bae4c
73265630-i	Jesse	Mcnealjr	234	32.87902	-79.9943	32.88412	-80.0364	63e968ec-7	09:21.0	37:32.0	completed	d7fbbeed-ad38-4998-ab78-38175be87637
73265630-i	Jesse	Mcnealjr	234	32.78063	-79.9324	32.88396	-80.036	f1850495-a	54:43.0	14:10.0	completed	d4a8fb9e-c055-486e-a2a6-a2372be701c8
73265630-i	Jesse	Mcnealjr	234	32.78683	-79.9428	32.79177	-79.8675	429a1e4f-8	41:01.0	00:23.0	completed	0e3122ea-ad03-437e-bb51-b285fa7fd3af
73265630-i	Jesse	Mcnealjr	234	32.74613	-79.9714	32.71682	-79.9699	bddd2ef6-(	01:10.0	10:04.0	completed	833bbb21-2c20-4639-ac7f-450541b68efc
73265630-i	Jesse	Mcnealjr	234	\N	\N	\N	\N	3cd7178d-(	37:34.0	57:49.0	fare_split	f7ca1593-6df3-48ee-9b5f-e0b7f46fa126
73265630-i	Jesse	Mcnealjr	234	\N	\N	\N	\N	16017858-	37:34.0	57:49.0	fare_split	185b1363-2c6d-4342-969e-85035b6343a0
73265630-i	Jesse	Mcnealjr	234	\N	\N	\N	\N	c3f67467-(	37:34.0	57:49.0	fare_split	7ac8a52f-2c99-4e70-83f0-5691f7651b74
73265630-i	Jesse	Mcnealjr	234	32.79172	-79.9401	32.75133	-79.9718	2fe1548a-9	37:34.0	57:49.0	completed	c0138973-e770-46bd-a3c9-cd37b19991b7
73265630-i	Jesse	Mcnealjr	234	32.78619	-79.9057	32.88382	-80.0359	2f35909f-6	49:59.0	31:11.0	completed	f8ba17d6-aa46-4e49-9821-7550b47a897c
73265630-i	Jesse	Mcnealjr	234	32.78286	-79.9319	32.7856	-79.9048	b9e1866f-c	34:42.0	55:39.0	completed	1ab79d81-8746-4900-8e20-54d52146fd78
73265630-i	Jesse	Mcnealjr	234	32.79654	-79.958	32.77964	-79.9315	8463180e-(	20:12.0	36:38.0	completed	9047460a-5073-4744-88d8-ae68aeda4c1e
73265630-i	Jesse	Mcnealjr	234	32.78888	-79.9438	32.79245	-79.9484	5c927ad4-(	09:58.0	18:21.0	completed	4be177fd-cfd6-4f52-be49-ca970cc6f97f
73265630-i	Jesse	Mcnealjr	234	32.80073	-79.9615	32.78824	-79.9376	51449239-	53:57.0	08:23.0	completed	72ff3c16-eff4-43ff-91c9-ac8895f49932
73265630-i	Jesse	Mcnealjr	234	32.81235	-80.0381	32.84659	-79.9646	37948469-(	26:08.0	48:21.0	completed	a58791e8-2365-4828-8553-f6a3dae4199e
73265630-i	Jesse	Mcnealjr	234	32.85989	-79.9945	32.8677	-80.0173	7444c90a-a	03:40.0	19:43.0	completed	ad43a418-d691-4d7b-8dbb-027cb3be83cc
73265630-i	Jesse	Mcnealjr	234	32.84119	-79.8593	32.78578	-79.8706	2800883c-:	51:23.0	13:09.0	completed	a032997a-5f86-47c7-a08d-1c146c62df52
73265630-i	Jesse	Mcnealjr	234	32.91067	-80.1166	32.90091	-79.9152	6cc78809-2	16:10.0	51:02.0	completed	334070c7-2d49-4335-a1bf-8eaf76c83340
73265630-i	Jesse	Mcnealjr	234	32.81074	-79.8654	32.82802	-79.9523	40a91451-(	58:20.0	23:22.0	completed	be5f019c-48af-4233-bee2-be45ce8279ed
73265630-i	Jesse	Mcnealjr	234	32.89366	-79.7922	32.85483	-79.8035	0b178606-	21:59.0	50:56.0	completed	43ae2e9d-7e0f-46f3-9581-3caca9b61975
73265630-i	Jesse	Mcnealjr	234	32.78608	-79.9365	32.88411	-80.0364	d51cdf4b-c	56:06.0	17:03.0	completed	b44349e8-ac03-4ea4-a3c3-4835edef84c7
73265630-i	Jesse	Mcnealjr	234	32.78911	-79.9291	32.78606	-79.9381	56679c52-(	45:46.0	57:35.0	completed	9af3eb29-04b7-4ea0-b435-a92337a43983
73265630-i	Jesse	Mcnealjr	234	32.78941	-79.9492	32.7811	-79.9267	2b2203ae-:	28:55.0	47:12.0	completed	d3007995-bfc0-44a9-a822-7827c8193636
73265630-i	Jesse	Mcnealjr	234	32.78814	-79.9346	32.78467	-79.945	1f728922-a	16:30.0	25:39.0	completed	e9d55855-f31c-4016-a1c0-7ba7f8112e78
73265630-i	Jesse	Mcnealjr	234	32.79183	-79.948	32.78063	-79.9327	724fb902-5	00:31.0	18:04.0	completed	ee8d773e-eb32-456a-b3a2-a0aee4ede5e0
73265630-i	Jesse	Mcnealjr	234	32.86607	-80.0484	32.92228	-80.0994	9fdb9790-(	49:49.0	11:49.0	completed	ea2d355c-550a-4360-92d3-0e7f6b406dbd
73265630-i	Jesse	Mcnealjr	234	32.78968	-79.931	32.88418	-80.0367	52c25adf-8	23:29.0	48:18.0	completed	1c258949-dc62-4781-9f29-37e4d5831436
73265630-i	Jesse	Mcnealjr	234	\N	\N	\N	\N	7d7cbc2c-b	16:07.0	\N	driver_can	c2b2cb13-a7ac-4487-95a5-173a42013842
73265630-i	Jesse	Mcnealjr	234	32.78164	-79.9335	32.81382	-80.0087	81057a53-:	23:53.0	53:10.0	completed	6c33042a-0f67-4336-a9d2-39b5f3fcef79
73265630-i	Jesse	Mcnealjr	234	32.78885	-79.9474	32.75184	-79.9711	6f881e51-(	13:29.0	26:51.0	completed	23945095-472e-4c37-8962-3471db5a26a3
73265630-i	Jesse	Mcnealjr	234	32.80894	-79.8888	32.78263	-79.9558	175e6bd0-	48:35.0	15:22.0	completed	edb9774a-7646-46a9-a253-94fcf13acd11
73265630-i	Jesse	Mcnealjr	234	32.82579	-79.8192	32.8237	-79.8454	8725d192-	36:19.0	49:39.0	completed	44ccbf43-2caf-4d74-864c-c1ea6ca76516
73265630-i	Jesse	Mcnealjr	234	32.79298	-79.866	32.82779	-79.8356	dd5c298e-(	21:59.0	37:39.0	completed	5f266e88-61b7-4407-a224-8ef5e44d0720

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73265630-i	Jesse	Mcnealjr	234	32.80158	-79.906	32.80115	-79.9033	03c7bdd4-[	20:41.0	\N		rider_canc	ee7b9c9e-d39a-407c-a8fe-d98f3eca3bc4
73265630-i	Jesse	Mcnealjr	234	32.80367	-79.9217	32.8023	-79.9112	03c7bdd4-[	19:35.0	\N		rider_canc	88e9e59d-c40b-40d9-a057-755cf84a6354
73265630-i	Jesse	Mcnealjr	234	32.78836	-79.938	32.79211	-79.8677	77c10c94-(	11:44.0	30:05.0	completed		4009b70e-7dff-48f3-b127-e52b831fbc6e
73265630-i	Jesse	Mcnealjr	234	32.80232	-79.953	32.7811	-79.9333	0caec0f6-1	56:26.0	10:08.0	completed		d9d2979b-ad94-425e-a601-c5d000f36865
73265630-i	Jesse	Mcnealjr	234	32.85586	-80.0418	32.87234	-80.0098	d5deef0a-c	35:18.0	48:23.0	completed		667272d3-2b0e-4cc1-ab00-d0bfbbed9bba
73265630-i	Jesse	Mcnealjr	234	32.94068	-80.0441	32.91889	-80.047	42e5b607-	50:07.0	01:49.0	completed		ae797c88-abce-4b32-bb80-c9dd884bd0ce
73265630-i	Jesse	Mcnealjr	234	32.97699	-80.0701	32.99533	-80.0388	53f61d70-(	34:01.0	\N		rider_canc	1eba434a-35fe-41d2-86f4-37090dcea611
73265630-i	Jesse	Mcnealjr	234	32.93407	-80.0046	32.97375	-80.0743	d015be19-	03:16.0	31:24.0	completed		aa1ddaa4-3cab-4fd6-b2f0-bc243ffb34ce
73265630-i	Jesse	Mcnealjr	234	32.92147	-80.0603	32.88424	-80.0366	9f8aad81-e	16:38.0	40:10.0	completed		90a90188-3951-4316-87c0-bd7ae568ea47
73265630-i	Jesse	Mcnealjr	234	32.7811	-80.0286	32.81189	-79.8706	2bd7af39-5	47:39.0	09:24.0	completed		856a52fb-6773-40ac-9501-436a10011599
73265630-i	Jesse	Mcnealjr	234	32.78233	-79.9861	32.78678	-80.0248	efb799a2-8	39:03.0	48:32.0	completed		2751dbaf-7608-42e8-a20e-0baff88afe4a
73265630-i	Jesse	Mcnealjr	234	\N	\N	\N	\N	efb799a2-8	30:22.0	\N		driver_can	eaceb5be-f339-4ccb-8985-5069bc3f3328
73265630-i	Jesse	Mcnealjr	234	32.79689	-79.9409	32.78274	-79.9418	c3221282-a	07:34.0	21:56.0	completed		34dca244-7b42-4fd9-abb0-934389e72398
73265630-i	Jesse	Mcnealjr	234	\N	\N	\N	\N	e1f98472-9	02:52.0	13:03.0	fare_split		20bd4dba-abd4-47fa-8e7a-c8597df6283d
73265630-i	Jesse	Mcnealjr	234	32.78233	-79.9398	32.79168	-79.9404	679e6af4-f	02:52.0	13:03.0	completed		148428ff-845a-4d0e-a5aa-311bd624828f
73265630-i	Jesse	Mcnealjr	234	\N	\N	\N	\N	3ed17425-	02:52.0	13:03.0	fare_split		3367bc1c-7685-4b56-a5fb-328776ab897c
73265630-i	Jesse	Mcnealjr	234	32.90358	-80.1069	32.85591	-80.0423	5bd25486-	53:41.0	12:47.0	completed		bbcda3f3-6fa9-4dc8-9422-5c3562f2bb0b
73265630-i	Jesse	Mcnealjr	234	32.78932	-79.9384	32.78656	-79.9555	064253c7-a	04:16.0	18:01.0	completed		b43c8543-74d8-4633-ac4d-5376e66ff019
73265630-i	Jesse	Mcnealjr	234	32.78253	-79.9317	32.79025	-79.9393	b0f58a31-2	53:24.0	06:00.0	completed		dde4f586-b528-41a8-bd5f-3ae8165bd129
73265630-i	Jesse	Mcnealjr	234	\N	\N	\N	\N	6d18384b-	46:51.0	\N		driver_can	247bde1c-1be9-499d-a4b5-7cea74972b97
73265630-i	Jesse	Mcnealjr	234	32.78195	-79.9859	32.81302	-80.0543	f0170b47-5	37:43.0	56:17.0	completed		f180510f-a8a8-4b5d-be59-f75d2c72f654
73265630-i	Jesse	Mcnealjr	234	32.78513	-79.9358	32.76013	-79.9857	81e96cab-(	22:01.0	39:40.0	completed		1411c576-4ce2-4362-a8fe-6bc7cf4cbdc1
73265630-i	Jesse	Mcnealjr	234	32.78012	-79.927	32.7525	-79.9551	ea9b0182-[	47:05.0	06:29.0	completed		caee8a64-a603-4451-955d-6ac34618ba6e
73265630-i	Jesse	Mcnealjr	234	\N	\N	\N	\N	f3dad59d-e	17:50.0	\N		driver_can	84b68b5b-ad90-43c3-aacd-9a197c4285db
73265630-i	Jesse	Mcnealjr	234	32.65591	-79.9413	32.72396	-79.9677	ca5fa1fd-a(	05:20.0	21:55.0	completed		94315468-095c-4836-9d33-0f47aa2db38b
73265630-i	Jesse	Mcnealjr	234	32.75717	-79.847	32.65581	-79.9412	fa276102-1	19:22.0	12:35.0	completed		7c1ee7c0-8957-4cef-b234-4c55632eefd9
73265630-i	Jesse	Mcnealjr	234	32.8243	-79.8773	32.78829	-79.8651	74ff185b-6	00:04.0	28:57.0	completed		5e4ae61f-a684-47be-beba-8fec0d0671c6
73265630-i	Jesse	Mcnealjr	234	32.77796	-79.932	32.80889	-79.8496	eb59d93d-	44:17.0	04:29.0	completed		ab6a9393-3074-4207-81bf-aef4cd5b3c28
73265630-i	Jesse	Mcnealjr	234	32.80343	-79.9416	32.78151	-79.9297	913d4edf-4	28:55.0	43:28.0	completed		b3453587-07d3-455d-8a09-2dc64a829db6
73265630-i	Jesse	Mcnealjr	234	32.82061	-79.9534	32.79385	-79.9349	ef6e84a4-8	18:22.0	30:27.0	completed		693d4ed6-3d39-45ee-b818-ac1502de9656
73265630-i	Jesse	Mcnealjr	234	32.86018	-80.0077	32.83301	-79.9526	c92c1e5f-a	59:58.0	19:29.0	completed		e492b39d-9e38-4c59-aaab-c352deb03326
73265630-i	Jesse	Mcnealjr	234	32.78838	-79.9381	32.8143	-79.9953	83f690ef-d	05:41.0	21:36.0	completed		e1ea44e4-37b0-4d3b-9972-90c24e2aa0c3
73265630-i	Jesse	Mcnealjr	234	32.78691	-79.9062	32.78837	-79.9381	12cf4f73-e	52:54.0	09:33.0	completed		adf00b54-f785-4b49-9e61-36d2ba331be3
73265630-i	Jesse	Mcnealjr	234	32.8603	-79.9652	32.79085	-79.9056	aea0542e-8	29:38.0	51:54.0	completed		afc82d13-7ef4-402b-942c-0fe250661a0b
73265630-i	Jesse	Mcnealjr	234	32.80512	-79.9411	32.81414	-79.9514	4b1414bc-8	18:49.0	26:45.0	completed		fe514837-6cc8-4b74-b23e-bbcdb6c9b3fb
73265630-i	Jesse	Mcnealjr	234	32.78679	-79.9337	32.88394	-80.0359	99d3df43-e	15:47.0	37:38.0	completed		732b2165-8d19-497d-a68f-833db4a14914
73265630-i	Jesse	Mcnealjr	234	32.78361	-79.9897	32.80976	-79.9476	4634d821-	49:27.0	08:33.0	completed		8355cbe7-2ac1-458d-b78a-a4fb777bc22a
73265630-i	Jesse	Mcnealjr	234	32.80363	-79.9195	32.8051	-79.9318	113a263d-4	48:15.0	\N		rider_canc	7031f3aa-6218-40f2-a468-02fadf020f9d
73265630-i	Jesse	Mcnealjr	234	32.80266	-79.889	32.78684	-79.906	4a5bdd7b-	27:57.0	42:47.0	completed		fc80bc91-7daa-41bb-93bd-30b5b76b80ab
73265630-i	Jesse	Mcnealjr	234	32.79346	-79.8711	32.7967	-79.9027	ceb15917-[	15:55.0	26:00.0	completed		a021548e-6161-4b5c-b51b-9ceb6b3ec20d
73265630-i	Jesse	Mcnealjr	234	32.81024	-79.9477	32.78887	-79.8644	5c4b74e5-(	59:01.0	14:58.0	completed		8691c903-e44b-44a1-9b32-3252625c88d2
73265630-i	Jesse	Mcnealjr	234	32.79192	-79.9508	32.79217	-79.9502	86de3a51-3	14:33.0	\N		rider_canc	575b816b-a720-494b-85c8-11f4c718ad09
73265630-i	Jesse	Mcnealjr	234	32.74075	-79.9084	32.78897	-79.9571	41caafb0-3	46:16.0	10:50.0	completed		15bb4e4a-abf2-4f2e-b7d9-274b647ecc05
73265630-i	Jesse	Mcnealjr	234	32.72258	-79.9415	32.7512	-79.9526	3ea813d9-7	28:39.0	52:11.0	completed		da7e50c8-cde4-419b-89cb-a26f424c7cde
73265630-i	Jesse	Mcnealjr	234	32.7909	-80.0331	32.81059	-80.0108	e18d54ce-2	32:55.0	57:20.0	completed		e35dd7ee-1f7d-493d-a23e-604a2c4d2adb
73265630-i	Jesse	Mcnealjr	234	32.76211	-79.9795	32.88388	-80.0359	24506592-	19:53.0	54:29.0	completed		13d9843e-e9fd-47cc-846f-9557df97025e
73265630-i	Jesse	Mcnealjr	234	32.70561	-79.965	32.66776	-79.9466	ba2c4e9b-a	09:35.0	\N		rider_canc	2b5a43f0-4367-49c4-8d45-46e5fbacfdfb
73265630-i	Jesse	Mcnealjr	234	32.7518	-79.9663	32.65163	-79.9489	708a6b41-[	54:45.0	17:56.0	completed		1e2a22bc-9ce5-4f99-98a8-ee66035e5de1
73265630-i	Jesse	Mcnealjr	234	32.79339	-79.9478	32.87995	-79.7822	193041d2-	25:59.0	50:30.0	completed		36ccc8f2-781d-4b60-9bdd-6f30e738cc61
73265630-i	Jesse	Mcnealjr	234	\N	\N	\N	\N	a99fd5da-4	19:21.0	\N		driver_can	062cbd9e-66f2-45e6-ba10-62cdf8726498
73265630-i	Jesse	Mcnealjr	234	32.78884	-79.9386	32.78899	-79.95	54928b8d-	12:45.0	20:57.0	completed		d9b253a2-f879-455f-a7e3-942f0c7a43e6
73265630-i	Jesse	Mcnealjr	234	32.78556	-79.9416	32.79051	-79.944	64db68b2-	07:20.0	13:21.0	completed		fc28032c-ebe3-4eb2-8142-321b7a57f0ce
73265630-i	Jesse	Mcnealjr	234	32.78076	-79.9648	32.78424	-79.9563	5974168b-	05:52.0	\N		rider_canc	2d719d50-5f85-4d34-83ac-d83291accc99
73265630-i	Jesse	Mcnealjr	234	32.82423	-80.0381	33.07995	-80.0177	5be586a7-[	45:11.0	24:39.0	completed		5020cc87-bddc-4514-8e58-cb0ff40d10ae
73265630-i	Jesse	Mcnealjr	234	32.80495	-79.9413	32.81504	-80.0674	6308cf37-9	24:43.0	43:10.0	completed		b70f67b3-5730-4dfe-a6b0-691fa95b2e41
73265630-i	Jesse	Mcnealjr	234	32.78154	-79.9334	32.78392	-79.9279	cc11a0a2-b	00:03.0	05:42.0	completed		ca03a28b-c3d4-4c16-9ef6-97d71ec21ffb
73265630-i	Jesse	Mcnealjr	234	32.80492	-79.9412	32.78393	-79.935	0aca1f27-0	50:58.0	00:51.0	completed		8f2cf35f-c258-4d8c-a968-3911bd6de76a
73265630-i	Jesse	Mcnealjr	234	32.79691	-79.95	32.78379	-79.9302	f67ab4cc-e	37:52.0	51:10.0	completed		548aa11c-052f-4b53-ba82-3dcf5f9fbd92
73265630-i	Jesse	Mcnealjr	234	\N	\N	\N	\N	fc72434d-3	32:50.0	\N		driver_can	74f24684-2449-4625-aea4-8d247a9e1bed
73265630-i	Jesse	Mcnealjr	234	32.80466	-79.8948	32.80467	-79.8948	312b3c69-7	13:13.0	34:40.0	completed		9b05a260-401e-4dec-9e73-1ec7f840655e
73265630-i	Jesse	Mcnealjr	234	32.79413	-79.9409	32.8086	-79.8629	7794efb2-8	57:07.0	09:24.0	completed		7e97ba12-0942-47de-a63b-febfd647e8a7
73265630-i	Jesse	Mcnealjr	234	32.80999	-79.9483	32.79931	-79.941	b0b61e9b-	52:29.0	\N		rider_canc	345a9e8f-e0d6-44d9-a8f0-1ae3cf0193d7
73265630-i	Jesse	Mcnealjr	234	32.79697	-79.9408	32.80985	-79.9482	142c6ec9-f	45:35.0	52:53.0	completed		633711cb-1663-4518-8423-2368e3523209
73265630-i	Jesse	Mcnealjr	234	32.78129	-79.9264	32.80505	-79.9413	6efca99c-c(	32:09.0	41:51.0	completed		57840915-99b4-45fb-8e09-7b68c43263f5
73265630-i	Jesse	Mcnealjr	234	32.80506	-79.9414	32.78009	-79.9281	edcde4f0-a	20:50.0	29:54.0	completed		64713de3-4e09-48d2-9b8c-4dce12bb75e3
73265630-i	Jesse	Mcnealjr	234	32.77888	-79.927	32.79913	-79.9536	81a00051-3	01:19.0	15:22.0	completed		179ff365-6b9f-4cf6-ac64-3bce532eb2d6
73265630-i	Jesse	Mcnealjr	234	32.78095	-79.9316	32.77939	-79.9264	3c5e5564-[	54:33.0	01:54.0	completed		330c0f35-1328-4948-ad66-053190830034
73265630-i	Jesse	Mcnealjr	234	32.7984	-79.9461	32.78216	-79.9347	4b502808-	40:22.0	56:23.0	completed		88796bf2-927e-414c-966a-117eac840ec2
73265630-i	Jesse	Mcnealjr	234	32.97746	-79.9992	32.95213	-80.0506	a946b902-(	17:50.0	39:45.0	completed		962de9e5-c04d-4076-b73d-8883c5f5168f
73265630-i	Jesse	Mcnealjr	234	32.94048	-80.0436	32.96353	-79.9759	19f19585-7	45:13.0	07:21.0	completed		88a04762-bfcc-44da-a584-39fa5261809e
73265630-i	Jesse	Mcnealjr	234	32.91615	-80.1075	32.84932	-79.9971	68c7dcfc-1	01:14.0	20:56.0	completed		24e88d56-f916-4774-ba1a-81dfb4c5f624
73265630-i	Jesse	Mcnealjr	234	32.78919	-79.9385	32.75028	-80.0351	4f829320-a	55:16.0	14:17.0	completed		91a20ce1-4773-4a5c-b9af-2155e8a3476c
73265630-i	Jesse	Mcnealjr	234	32.8051	-79.9413	32.78387	-79.9349	0b9d30c4-(	45:27.0	54:36.0	completed		39ec71d7-a7d0-48d6-8b81-dae39c6380ca
73265630-i	Jesse	Mcnealjr	234	32.88412	-80.0377	32.80326	-79.8973	b0f0964b-4	52:15.0	29:19.0	completed		51bc36dd-6806-4126-bdae-9536976106a1
73265630-i	Jesse	Mcnealjr	234	32.81203	-80.0343	32.91214	-80.0209	f397313d-(	44:38.0	02:10.0	completed		da4eeefa-efd9-4211-82ff-06aaf37a4d89
73265630-i	Jesse	Mcnealjr	234	32.78086	-79.9273	32.86284	-80.0214	03a61a1d-8	13:18.0	35:56.0	completed		9bbcdbbb-1872-4e4c-88ae-9e20a4214143

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73265630-4	Jesse	Mcnealjr	234	32.81429	-79.8661	32.8075	-79.8636	a088e4ad-3	23:21.0	43:55.0	completed	1f585ac6-9ad3-4a9d-85f7-2c7b2a274984
73265630-4	Jesse	Mcnealjr	234	32.79541	-79.9439	32.79541	-79.9439	a088e4ad-3	18:27.0	\N	rider_canc	b92ec8ba-d9d7-4896-ab9e-722097514301
73265630-4	Jesse	Mcnealjr	234	32.78327	-79.9371	32.78273	-79.9381	a088e4ad-3	13:42.0	\N	rider_canc	eef9b1f8-8854-4b1e-aa94-6a5269097592
73265630-4	Jesse	Mcnealjr	234	32.78394	-79.9359	32.80691	-79.846	e8d8c4c2-4	11:40.0	31:06.0	completed	1c5b98eb-585e-49ca-a301-1e95d3f68443
73265630-4	Jesse	Mcnealjr	234	32.78919	-79.9385	32.78346	-79.9334	3ba28b48-7	01:18.0	12:38.0	completed	b3064d48-3b1b-4c6d-afe7-2642bdb53dd8
73265630-4	Jesse	Mcnealjr	234	32.79523	-79.9372	32.78662	-79.9494	4d0486d0-	50:02.0	02:39.0	completed	89415319-fa03-476a-a782-2d2cccda3120
73265630-4	Jesse	Mcnealjr	234	\N	\N	\N	\N	a0e06bed-	30:20.0	\N	driver_can	e5545ec6-b192-4d8f-a246-a657f1905b0a
73265630-4	Jesse	Mcnealjr	234	32.79247	-79.883	32.80466	-79.8948	d3caf411-3	21:05.0	33:06.0	completed	0f33f415-37bd-4009-9ca8-ae127838b458
73265630-4	Jesse	Mcnealjr	234	32.79222	-79.9378	32.79352	-79.9387	b5760007-	04:43.0	\N	rider_canc	6049b290-9aef-4736-b4eb-66636e2d9669
73265630-4	Jesse	Mcnealjr	234	32.76276	-79.9864	32.78626	-79.9351	70fed355-6	45:04.0	02:59.0	completed	9ded0959-d56c-4741-98cd-4f843c5c4d9d
73265630-4	Jesse	Mcnealjr	234	32.80433	-79.9453	32.78278	-79.9858	25ed587d-	33:32.0	47:08.0	completed	82f849b3-5dee-4f0a-9f58-3b782d5b681f
73265630-4	Jesse	Mcnealjr	234	32.78799	-79.9999	32.78624	-79.9352	2b7421a3-7	16:42.0	31:31.0	completed	b7d2c18c-ff41-487d-9a14-ecc13f0228f8
73265630-4	Jesse	Mcnealjr	234	32.78454	-79.9286	32.80182	-80.0256	9bef6a93-8	49:17.0	11:39.0	completed	f7c4769e-e968-47fc-9eda-5f0ba187d0e2
73265630-4	Jesse	Mcnealjr	234	32.78474	-79.9396	32.79556	-79.938	64a66918-7	41:13.0	51:40.0	completed	75280f24-29c8-4cd5-a3ff-e83ec4faf321
73265630-4	Jesse	Mcnealjr	234	32.77888	-79.9262	32.78502	-79.9358	210f6ce0-e	28:07.0	39:16.0	completed	e8f4b10f-451e-4b06-a558-140e5a2c288a
73265630-4	Jesse	Mcnealjr	234	32.80751	-79.9436	32.78255	-79.9279	e0650263-	23:49.0	\N	rider_canc	9d31c483-1599-4995-a8a1-3b199d62e7bc
73265630-4	Jesse	Mcnealjr	234	32.80464	-79.9444	32.77886	-79.9261	e93d3950-	19:56.0	29:00.0	completed	0be50a7e-39d1-4efd-86b5-0acdbbefd06e
73265630-4	Jesse	Mcnealjr	234	32.78415	-79.9409	32.80497	-79.9413	05783373-7	06:27.0	20:42.0	completed	3097b90c-e354-467e-afce-c3a65ef9c035
73265630-4	Jesse	Mcnealjr	234	32.77791	-79.9322	32.78933	-79.9427	bdf3e943-6	03:14.0	10:30.0	completed	9dec20e5-9f94-486c-b02a-f996217a7988
73265630-4	Jesse	Mcnealjr	234	32.78876	-79.939	32.78163	-79.9412	a9ad1303-f	11:15.0	17:41.0	completed	4255bf85-d0a5-4eae-8d8e-519a38af6db8
73265630-4	Jesse	Mcnealjr	234	32.78304	-79.9327	32.78725	-79.9408	549d66c7-8	03:19.0	11:27.0	completed	4dce2f55-4357-4bb3-a626-6bd0694f30e8
73265630-4	Jesse	Mcnealjr	234	\N	\N	\N	\N	966bd930-	56:08.0	\N	driver_can	b8c92ca3-3c3c-4acb-973a-9e05b851c2ae
73265630-4	Jesse	Mcnealjr	234	32.65576	-79.9409	32.78442	-79.9328	c331ea2d-2	33:30.0	05:14.0	completed	c35f9c1c-a200-4254-b7d8-1d6c2af97c03
73265630-4	Jesse	Mcnealjr	234	32.72155	-79.9752	32.65589	-79.9413	e190a766-6	19:43.0	37:41.0	completed	560f7d77-6c21-4c11-8da2-15cc2f9a14dd
73265630-4	Jesse	Mcnealjr	234	32.78935	-79.9385	32.73457	-79.9554	d920d578-	59:06.0	14:01.0	completed	c460b6ed-970f-49f9-854b-6efc72b6c30c
73265630-4	Jesse	Mcnealjr	234	32.79154	-79.9056	32.7915	-79.9402	cd9f47df-c	41:46.0	59:04.0	completed	058529d6-4c86-4119-81d8-d88f10d0c22b
73265630-4	Jesse	Mcnealjr	234	32.79133	-79.9401	32.78955	-79.9388	104aada0-6	39:09.0	\N	rider_canc	ac36e1b9-a506-4edd-93d4-a8526562eb46
73265630-4	Jesse	Mcnealjr	234	32.79013	-79.9505	32.78958	-79.9389	a3908aeb-6	29:31.0	40:00.0	completed	407ac5ae-52ec-45ea-beee-c7dfae8ae56a
73265630-4	Jesse	Mcnealjr	234	32.86599	-79.9698	32.78488	-79.9439	02d2c7d1-3	53:58.0	20:14.0	completed	3c836712-729e-47f3-a34a-022d96e44ab0
73265630-4	Jesse	Mcnealjr	234	32.78861	-79.9449	32.78282	-79.9356	fb771ef0-b	14:09.0	24:27.0	completed	3c4e7aa9-9f85-40ad-b30e-8a1671c4453c
73265630-4	Jesse	Mcnealjr	234	32.79125	-80.0138	32.78362	-79.9895	583778ae-6	54:12.0	14:04.0	completed	9e8a4859-5f30-4439-83b9-7132c4c7953c
73265630-4	Jesse	Mcnealjr	234	32.79521	-79.9426	32.79853	-79.9967	27bbd00a-	37:38.0	49:52.0	completed	7d5cbaf4-5139-4f7e-bfaa-e1f3a08697c7
73265630-4	Jesse	Mcnealjr	234	32.86291	-80.0213	32.86591	-79.9696	d696a9d6-	18:59.0	41:25.0	completed	36475ea6-b71a-4670-a029-1f524c514084
73265630-4	Jesse	Mcnealjr	234	32.79059	-79.9466	32.80059	-79.9946	cc8a8fd8-4	25:46.0	35:22.0	completed	c8076c28-6735-4d77-a31b-f50afa23ba1d
73265630-4	Jesse	Mcnealjr	234	32.86131	-79.8131	32.85455	-79.8388	60470c49-6	42:16.0	18:59.0	completed	ff87520e-11aa-47bd-96f9-4c415b3a0591
73265630-4	Jesse	Mcnealjr	234	\N	\N	\N	\N	f4558432-9	06:20.0	31:25.0	fare_split	9036df5d-ec8a-4de6-bd62-617ae61f9bdb
73265630-4	Jesse	Mcnealjr	234	32.78599	-79.9357	32.83296	-79.8379	321a0f58-7	06:20.0	31:25.0	completed	e46e6720-48f8-48d8-9554-f2ecab98dd8b
73265630-4	Jesse	Mcnealjr	234	32.78253	-79.9315	32.7813	-79.929	ffe825a4-f3	59:22.0	05:29.0	completed	abce555b-2d58-4f85-9526-a96b3453d65f
73265630-4	Jesse	Mcnealjr	234	32.80932	-79.8442	32.8094	-79.9466	3fa2f35c-b	17:35.0	47:47.0	completed	f7cc2bbf-f4fb-47d5-a45e-ae320a6134ed
73265630-4	Jesse	Mcnealjr	234	32.88414	-80.0373	32.78777	-79.8643	dce8cc97-0	43:09.0	20:18.0	completed	570cab05-3688-4790-ab31-d2bb9f1d3ddb
73265630-4	Jesse	Mcnealjr	234	32.8913	-80.0182	32.93588	-80.0517	15adf522-a	27:33.0	51:12.0	completed	32fc2634-88ec-42ce-8bd2-da27f1db7a3a
73265630-4	Jesse	Mcnealjr	234	32.80069	-79.9376	32.88024	-80.0169	004cd70f-9	14:01.0	32:42.0	completed	842007d4-0a65-46e1-a62b-6457fb9bec5a
73265630-4	Jesse	Mcnealjr	234	32.93884	-80.0827	32.78811	-79.9386	999a5355-6	01:58.0	02:08.0	completed	a78dc7a0-7edb-45bf-b0da-900ae709a961
73265630-4	Jesse	Mcnealjr	234	32.90721	-80.0811	32.93538	-80.0362	f2a05c5d-c	30:27.0	01:01.0	completed	d3196b46-2697-4211-b6d9-ae5f75de5b95
73265630-4	Jesse	Mcnealjr	234	\N	\N	\N	\N	b41b2c12-5	21:39.0	\N	driver_can	4eda1464-a816-4de4-bf99-2cc61e4cd4ac
73265630-4	Jesse	Mcnealjr	234	32.96251	-80.1667	32.97653	-80.1226	0357cb66-f	55:47.0	23:03.0	completed	5cb4c6f1-a4fa-47e3-a70e-686e22da328f
73265630-4	Jesse	Mcnealjr	234	32.93529	-80.1156	32.90775	-80.0995	e8d280b9-	36:51.0	05:48.0	completed	43eb184f-a8a5-4444-a9ee-60c19d1abe26
73265630-4	Jesse	Mcnealjr	234	32.88283	-80.0675	32.93311	-80.052	504af0ed-0	27:59.0	44:09.0	completed	56d96b00-a9eb-4039-9cc6-43819dcea60d
73265630-4	Jesse	Mcnealjr	234	32.89006	-79.7986	32.801	-79.7608	7ad49ad0-6	32:39.0	12:00.0	completed	79d95e1b-1178-4480-a6c9-d753d1980d73
73265630-4	Jesse	Mcnealjr	234	32.79257	-79.9391	32.8657	-79.7972	fd572459-8	10:13.0	30:09.0	completed	c2ebdacd-fffd-459e-a05a-ba418dbcc4ec
73265630-4	Jesse	Mcnealjr	234	\N	\N	\N	\N	0ad4b1b9-	10:13.0	30:09.0	fare_split	306c1507-fde5-44f8-90b1-a856eea6a9c7
73265630-4	Jesse	Mcnealjr	234	\N	\N	\N	\N	393450a3-6	54:12.0	\N	driver_can	137559f0-0896-479d-8713-079ce7a2f585
73265630-4	Jesse	Mcnealjr	234	32.79737	-79.9342	32.78899	-79.9502	9f7c8289-2	50:07.0	59:16.0	completed	ce213a71-a889-4818-ae51-58229f9de018
73265630-4	Jesse	Mcnealjr	234	32.77666	-79.9286	32.80079	-79.9667	5fb01190-f	23:58.0	39:19.0	completed	dc09f7b1-dbd7-4f65-b26a-a33d77f0e652
73265630-4	Jesse	Mcnealjr	234	\N	\N	\N	\N	06564d49-	07:15.0	\N	driver_can	a5f6c15e-ff9d-46b4-9f24-19b32306235a
73265630-4	Jesse	Mcnealjr	234	32.76006	-79.9745	32.74967	-79.9721	d3d3e252-	01:21.0	\N	rider_canc	b0a9d82e-49d6-474e-84b7-cec0f66b67e5
73265630-4	Jesse	Mcnealjr	234	32.86514	-80.0182	32.68688	-79.9596	90f4b8d4-4	43:07.0	11:01.0	completed	d8e8141a-880e-4794-ac30-0f6a33615c48
73265630-4	Jesse	Mcnealjr	234	32.88405	-80.0379	32.84354	-80.0771	6b7a4f47-b	04:55.0	28:33.0	completed	34cf7134-abcc-4774-abb2-cfdabda11135
73265630-4	Jesse	Mcnealjr	234	32.88397	-80.0662	32.87884	-80.0632	a66daf40-2	04:53.0	\N	rider_canc	e74fa14b-232a-46ed-a22d-acc051d3f007
73265630-4	Jesse	Mcnealjr	234	32.89424	-80.0725	32.89341	-80.072	141654e5-6	03:18.0	\N	rider_canc	36b185ac-c4cd-4a61-a601-64b3a8cc127a
73265630-4	Jesse	Mcnealjr	234	32.90161	-80.0782	32.89952	-80.076	141654e5-6	01:50.0	\N	rider_canc	b8933db4-edaa-4568-a322-0dcf2ce129ef
73265630-4	Jesse	Mcnealjr	234	32.79914	-79.8874	32.79063	-79.9396	aceb97d8-6	01:32.0	18:24.0	completed	85be67f3-29f9-40fb-a491-d3a15da62131
73265630-4	Jesse	Mcnealjr	234	32.778	-79.9318	32.78697	-79.9062	0d8c81a6-f	39:19.0	56:01.0	completed	416140cc-27b0-4ab7-902f-bbe4d44c62c5
73265630-4	Jesse	Mcnealjr	234	32.78117	-79.9649	32.77871	-79.9272	c2f039f0-6	26:12.0	38:55.0	completed	846222d8-e99a-4648-be35-12209cc5ac86
73265630-4	Jesse	Mcnealjr	234	32.79004	-79.9391	32.76087	-79.9992	e715e2d8-6	44:46.0	01:54.0	completed	857ec7a1-a4ab-4e31-a3ed-67bb79c0abb5
73265630-4	Jesse	Mcnealjr	234	32.77564	-79.9396	32.7792	-79.9332	32630769-	36:20.0	\N	rider_canc	a0cb1406-55c7-4896-ba84-7a37bc805876
73265630-4	Jesse	Mcnealjr	234	32.77903	-79.9502	32.77638	-79.9374	adbb4e02-	29:26.0	36:58.0	completed	59190dcf-eba3-41af-8a1d-33de1dac50cd
73265630-4	Jesse	Mcnealjr	234	32.80429	-79.9452	32.80946	-80.0576	4605a4d3-6	54:25.0	17:43.0	completed	b205491e-cc7c-4cff-b11f-a46c65bdc577
73265630-4	Jesse	Mcnealjr	234	\N	\N	\N	\N	73a25734-6	22:39.0	\N	driver_can	59644de1-2f3c-496d-a297-a79bbf31b890
73265630-4	Jesse	Mcnealjr	234	32.78464	-79.9411	32.79194	-79.9377	8d446be4-	55:26.0	10:53.0	completed	45c02ba2-2855-480d-9dd9-6eb1e3a382d5
73265630-4	Jesse	Mcnealjr	234	32.79255	-79.9456	32.78542	-79.9352	1a40dad7-6	44:36.0	56:12.0	completed	9f689e3e-2ae7-449e-b373-5adf5d04bb50
73265630-4	Jesse	Mcnealjr	234	\N	\N	\N	\N	44189461-	27:40.0	\N	driver_can	04ef41cb-d15d-4f0a-8d91-6c24db5b4023
73265630-4	Jesse	Mcnealjr	234	32.78999	-79.9392	32.65407	-79.9428	5c75116c-6	49:37.0	28:03.0	completed	fcf27aa0-bc0f-4245-93d9-c77fc52550ce
73265630-4	Jesse	Mcnealjr	234	32.78507	-79.9358	32.7843	-79.9353	2e28c0dc-7	48:59.0	\N	rider_canc	82a5c17a-5991-4222-a9c2-baa969dd9da4
73265630-4	Jesse	Mcnealjr	234	32.78507	-79.9358	32.79582	-79.9377	f6128b99-4	44:28.0	54:02.0	completed	c7b4bbe4-d846-4181-9274-5560f37b0d9e
73265630-4	Jesse	Mcnealjr	234	\N	\N	\N	\N	daac1fd3-a	36:53.0	\N	driver_can	3a7e5df6-3162-4dab-b379-46564eddf8ec

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73265630-i	Jesse	Mcnealjr	234	32.80673	-79.9422	32.73699	-79.9306	cf781efe-3	05:11.0	28:33.0	completed	40ea4aa1-4d9f-48f1-9ec6-c98ec55495b4
73265630-i	Jesse	Mcnealjr	234	32.78431	-79.9285	32.79076	-79.9529	1f6d9b18-e	16:22.0	33:06.0	completed	328b9437-eda2-463b-9495-5b55f67380c4
73265630-i	Jesse	Mcnealjr	234	32.78587	-79.9381	32.76982	-79.9319	7b47ebc7-a	49:34.0	03:42.0	completed	db8b2bee-3b99-4c86-bdb3-899135f98ac9
73265630-i	Jesse	Mcnealjr	234	32.88398	-80.0378	32.79089	-79.9415	96625977-	20:23.0	50:02.0	completed	ee0afd4f-bc04-4797-bb7f-629f3920b89b
73265630-i	Jesse	Mcnealjr	234	32.79085	-80.0023	32.8839	-80.0359	d3690de7-	04:57.0	27:12.0	completed	b338797d-a47f-4178-b442-3fa5af6d82cf
73265630-i	Jesse	Mcnealjr	234	32.7988	-80.0305	32.80071	-80.0441	ae98020c-f	40:53.0	56:50.0	completed	97df5f77-99f0-40f9-adb4-7a8e5f0634f7
73265630-i	Jesse	Mcnealjr	234	32.79669	-79.935	32.80236	-79.9529	4ee52c96-4	25:24.0	41:01.0	completed	52c025a2-1a9a-4542-a781-abf7b8b7652c
73265630-i	Jesse	Mcnealjr	234	32.85305	-79.9902	32.85305	-79.9902	fd2c795c-3	24:55.0	\N	rider_canc	484f73b9-b5c8-405f-90b3-8b09aebe79c8
73265630-i	Jesse	Mcnealjr	234	32.79161	-79.9402	32.88886	-79.9198	201deb2b-	24:46.0	54:49.0	completed	cdc1c247-631d-424f-9346-9be053d52e4a
73265630-i	Jesse	Mcnealjr	234	32.78432	-79.941	32.78888	-79.9305	27e6bdf6-f	19:59.0	\N	rider_canc	99efc4d7-c597-4c72-9bb2-6bc270a1f86f
73265630-i	Jesse	Mcnealjr	234	32.78832	-79.9379	32.78889	-79.9305	bc1e88ec-3	02:46.0	22:03.0	completed	87751493-0107-4d1f-aaf9-60cdede40ae4
73265630-i	Jesse	Mcnealjr	234	32.75582	-79.9606	32.75863	-79.9585	0406f4c5-c	01:22.0	\N	rider_canc	e687807e-897d-4276-bff5-fc3b5ccac59b
73265630-i	Jesse	Mcnealjr	234	32.76219	-79.9868	32.73608	-79.9264	7e34bfc6-c	25:01.0	51:37.0	completed	61b836d1-41f6-4b74-855c-09b2829fd029
73265630-i	Jesse	Mcnealjr	234	32.7781	-79.927	32.74994	-79.9831	e750805e-4	09:19.0	27:50.0	completed	35f0f323-e59d-4d3b-9eae-5d487907e81e
73265630-i	Jesse	Mcnealjr	234	32.7966	-79.9445	32.77872	-79.9362	ed7f02a3-e	57:36.0	12:10.0	completed	02459085-eef4-4b03-a5a0-fd97bd99b654
73265630-i	Jesse	Mcnealjr	234	32.80428	-79.9509	32.80495	-79.9509	ddbba95e-	56:30.0	\N	rider_canc	54c3a8c7-2b49-42c9-b83c-0563bed0f309
73265630-i	Jesse	Mcnealjr	234	32.81146	-79.9492	32.80062	-79.9505	88c6459f-7	47:12.0	54:56.0	completed	0982647e-e6a9-492e-9634-f15f2849d64b
73265630-i	Jesse	Mcnealjr	234	32.79743	-79.9343	32.79095	-79.9416	81631ae9-4	34:24.0	43:33.0	completed	340dd9e2-eecf-48b6-85f8-94e27eb55623
73265630-i	Jesse	Mcnealjr	234	32.80042	-79.9412	32.79603	-79.9354	81631ae9-4	29:10.0	\N	rider_canc	b04366ed-d712-49a2-b874-c08e0d181599
73265630-i	Jesse	Mcnealjr	234	32.79673	-79.9504	32.78459	-79.9399	b8c6e017-4	08:05.0	20:24.0	completed	ba37eead-602a-4bab-9e6d-0065501d4694
73265630-i	Jesse	Mcnealjr	234	32.79904	-79.9509	32.78578	-79.9363	6a1378a5-1	56:16.0	06:15.0	completed	fb08cb1f-e955-4aa2-b13d-7fc635c4c7a6
73265630-i	Jesse	Mcnealjr	234	32.78744	-79.9346	32.79076	-79.9271	3aaa6f79-7	39:39.0	46:45.0	completed	7827cc66-fd64-49cc-97fe-7779db027edc
73265630-i	Jesse	Mcnealjr	234	32.97602	-80.0754	32.78599	-79.9382	20fd2cc8-7	02:09.0	37:29.0	completed	83dc379e-0ef2-45e5-a264-e40a4972aca2
73265630-i	Jesse	Mcnealjr	234	32.92912	-80.0756	32.9536	-80.0875	5423e8b1-	45:22.0	58:49.0	completed	7d7411bc-f6a9-4d4d-8173-932ae373d25b
73265630-i	Jesse	Mcnealjr	234	32.86338	-80.05	32.9256	-80.0815	6a8051a2-1	06:48.0	22:20.0	completed	8fae977c-38bc-459f-b095-94310291653d
73265630-i	Jesse	Mcnealjr	234	32.81497	-79.9019	32.73978	-79.9162	59f3b3ae-c	08:13.0	36:18.0	completed	75873220-8775-4089-88f0-18db54447112
73265630-i	Jesse	Mcnealjr	234	32.78851	-79.9465	32.8032	-79.8998	45b408d5-	53:55.0	08:21.0	completed	3deb3fba-926e-4c50-943e-373b4871b9a3
73265630-i	Jesse	Mcnealjr	234	32.88408	-80.0378	32.74473	-79.9066	dea12dda-4	02:42.0	41:01.0	completed	b53e320a-daa8-4e4a-98b1-1dacfeddf859
73265630-i	Jesse	Mcnealjr	234	32.79274	-79.9427	32.8114	-79.9492	b1f31db4-3	45:42.0	56:52.0	completed	10344feb-2990-4b13-af4e-74aeb376a5b9
73265630-i	Jesse	Mcnealjr	234	32.80672	-79.9422	32.78319	-79.9335	c9a30e79-1	38:10.0	45:55.0	completed	3ec730e9-67e7-44da-959d-de8231127cc1
73265630-i	Jesse	Mcnealjr	234	32.78458	-79.9285	32.79279	-79.9403	9a5db1c8-4	31:16.0	41:38.0	completed	ac3b01ea-4e1d-4db4-a786-bb54219f8d49
73265630-i	Jesse	Mcnealjr	234	32.80971	-79.9475	32.77851	-79.9269	c4b4e752-8	15:29.0	27:33.0	completed	7e7efd35-5a0b-47a9-850f-05f0b4d9a1a6
73265630-i	Jesse	Mcnealjr	234	32.78588	-79.9363	32.77965	-79.9271	1408ed57-	02:51.0	09:58.0	completed	4185ed1c-d96d-4ddd-b7e0-de407afb032a
73265630-i	Jesse	Mcnealjr	234	32.78286	-79.9344	32.77902	-79.9503	fad4ce3f-9	46:55.0	54:41.0	completed	407b5159-5109-4cb3-b46f-cf2c70549083
73265630-i	Jesse	Mcnealjr	234	32.81028	-79.9477	32.78242	-79.9342	a81720d2-	35:42.0	46:06.0	completed	748dd09c-16da-441c-9122-fb838a8a17bc
73265630-i	Jesse	Mcnealjr	234	\N	\N	\N	\N	7ab3d028-	16:06.0	31:48.0	fare_split	de95ae1e-dc14-43ec-93cb-97e6d76380e9
73265630-i	Jesse	Mcnealjr	234	\N	\N	\N	\N	8e80ca00-4	16:06.0	31:48.0	fare_split	4caccbdf-bd3f-43fc-a7ae-1ea73943bcae
73265630-i	Jesse	Mcnealjr	234	\N	\N	\N	\N	c1800b18-4	16:06.0	31:48.0	fare_split	20241bec-3531-4730-b4b6-d65a538bf6ff
73265630-i	Jesse	Mcnealjr	234	32.79047	-79.9398	32.75131	-79.9642	69ac36a9-4	16:06.0	31:48.0	completed	0b0237a7-aeb4-4b57-853c-aa2044c0dca4
73265630-i	Jesse	Mcnealjr	234	32.79395	-79.9449	32.78816	-79.9321	ca942b0d-8	03:57.0	13:54.0	completed	9382ae30-3abf-4ee2-b218-73fda1523f4f
73265630-i	Jesse	Mcnealjr	234	\N	\N	\N	\N	2d606218-	49:46.0	\N	driver_can	154c90c4-f021-4eba-8fde-469b1bb85905
73265630-i	Jesse	Mcnealjr	234	32.83305	-79.8635	32.71352	-79.9515	654a3f4f-d	19:29.0	50:48.0	completed	217aa91d-a831-4e4a-8d62-a4ac1872c7a4
73265630-i	Jesse	Mcnealjr	234	32.77665	-79.9287	32.83408	-79.8693	502a39bf-f	00:03.0	19:11.0	completed	a9f3938f-40dc-4af6-997b-8c0ab0d15ce8
73265630-i	Jesse	Mcnealjr	234	32.78996	-79.9391	32.7742	-79.9389	9a3c9725-3	45:22.0	57:59.0	completed	1ef84545-7e54-4346-b00b-e1f1b4c42b4f
73265630-i	Jesse	Mcnealjr	234	32.79693	-79.9409	32.79171	-79.948	ebd72eaa-7	32:50.0	44:11.0	completed	df1abcff-8055-4b07-a820-69063d399f35
73265630-i	Jesse	Mcnealjr	234	32.80432	-79.9453	32.80895	-79.9525	c86daa4f-1	19:54.0	32:45.0	completed	95485d31-4cab-4787-92f3-18c60ec544f9
73265630-i	Jesse	Mcnealjr	234	32.78325	-79.9347	32.79275	-79.8784	c13bf82b-8	59:01.0	13:14.0	completed	a1ca3de4-a9c0-45ec-90db-2e054918588f
73265630-i	Jesse	Mcnealjr	234	32.78475	-79.9329	32.78309	-79.9385	c2a557e6-b	56:59.0	\N	rider_canc	61cb3568-46c2-4cd6-bcf9-48e9e4ba56c6
73265630-i	Jesse	Mcnealjr	234	32.84862	-79.7999	32.78139	-79.9275	d2f3b076-4	17:48.0	52:43.0	completed	fd5ed3d0-3e83-41a6-836a-8b6b5ed92c53
73265630-i	Jesse	Mcnealjr	234	\N	\N	\N	\N	67a14ff0-0	01:04.0	24:57.0	fare_split	e8252ac7-2dc5-4d23-ac71-d569ca559e0f
73265630-i	Jesse	Mcnealjr	234	32.77953	-79.9434	32.86746	-79.7792	61652f33-4	01:04.0	24:57.0	completed	a9cf764f-80bb-4502-95f0-33a8a14c0061
73265630-i	Jesse	Mcnealjr	234	32.78156	-79.9297	32.77632	-79.9347	ae42a99f-c	50:00.0	58:38.0	completed	193fdfd9-b5ee-4791-89a4-b77d3efadfce
73265630-i	Jesse	Mcnealjr	234	32.78289	-79.9354	32.78133	-79.9261	fd7c0a57-d	41:52.0	49:12.0	completed	f5c42e43-fe57-4eed-bab9-136a2c596aa2
73265630-i	Jesse	Mcnealjr	234	32.80697	-79.9449	32.78558	-79.9438	8e003c36-8	31:30.0	41:50.0	completed	7c83d8a6-47aa-43e1-b0ad-3db9d80c27c8
73265630-i	Jesse	Mcnealjr	234	32.84546	-80.0249	32.96652	-80.1553	e77430fc-4	04:18.0	33:52.0	completed	fe3758bc-4468-4cbc-b9a3-3ea5a61f2118
73265630-i	Jesse	Mcnealjr	234	\N	\N	\N	\N	21cd5b1d-8	57:04.0	\N	driver_can	656eab69-d99c-454c-adbf-e532bac91876
73265630-i	Jesse	Mcnealjr	234	32.88751	-80.0225	32.92018	-80.0305	a3d29c68-4	34:06.0	54:21.0	completed	579b9b7b-8efb-4dad-b808-fc909f3b4566
73265630-i	Jesse	Mcnealjr	234	32.80194	-79.9399	32.8723	-79.9946	61089eef-b	20:08.0	37:23.0	completed	e9967580-129a-4886-8ede-79cfe724f049
73265630-i	Jesse	Mcnealjr	234	32.82219	-79.8181	32.7929	-79.882	894ee28c-5	17:47.0	32:56.0	completed	3bf2bdb1-d649-4e8a-908d-a29491c3ab8c
73265630-i	Jesse	Mcnealjr	234	\N	\N	\N	\N	8b94122e-	10:46.0	\N	driver_can	a20fc791-162a-42c3-a6d8-6ecb6e035ffb
73265630-i	Jesse	Mcnealjr	234	\N	\N	\N	\N	9d35a162-1	05:52.0	\N	driver_can	3c4a5299-fbed-4679-ad59-8bbb5914ec08
73265630-i	Jesse	Mcnealjr	234	32.79853	-79.7588	32.80156	-79.7451	789a4fb7-8	01:16.0	07:54.0	completed	9a78db87-4fcb-4d7c-af57-819402f7d5b4
73265630-i	Jesse	Mcnealjr	234	32.8262	-79.8187	32.7918	-79.7759	f6545909-3	55:20.0	\N	rider_canc	db604838-a92f-43b0-8e77-5b45bb338d1c
73265630-i	Jesse	Mcnealjr	234	32.88407	-80.0378	32.79246	-79.7744	23704357-	19:22.0	01:28.0	completed	8618b23e-4484-4962-883a-7e10ca73ff88
73265630-i	Jesse	Mcnealjr	234	\N	\N	\N	\N	f3f2755d-d	24:40.0	\N	driver_can	e8f1e412-bc33-4294-9db8-588188d3e319
73265630-i	Jesse	Mcnealjr	234	32.8526	-80.0119	32.78917	-80.0085	bd29486b-	06:10.0	27:17.0	completed	387a8d18-b2e0-48c0-a896-3e11f44c79cc
73265630-i	Jesse	Mcnealjr	234	32.84708	-79.9726	32.85044	-79.9927	83ab615a-4	03:22.0	10:00.0	completed	aa8c97ef-851f-4d41-b104-6b61af3a9ba4
73265630-i	Jesse	Mcnealjr	234	32.78508	-79.9359	32.82312	-79.9519	129f9c8a-2	48:04.0	01:05.0	completed	1c444a96-3935-45aa-a6ae-22c3aa660798
73265630-i	Jesse	Mcnealjr	234	32.78364	-79.9441	32.78389	-79.9431	0a6cf360-c	44:29.0	\N	rider_canc	15a29408-235e-48c8-8967-0c7b8b164b15
73265630-i	Jesse	Mcnealjr	234	32.78566	-79.9475	32.78368	-79.9361	4bca5449-4	38:04.0	48:26.0	completed	191627af-3eb3-4e77-a5b0-b42bd47ac6a2
73265630-i	Jesse	Mcnealjr	234	32.81187	-79.8596	32.79249	-79.945	2bc9160e-1	04:58.0	35:55.0	completed	e8a30b8a-0d6e-4dbe-9607-e9ff9a7a0dc4
73265630-i	Jesse	Mcnealjr	234	32.78145	-79.7969	32.76255	-79.8371	f9421c44-8	41:30.0	01:32.0	completed	ddb0de95-b795-4d3f-aedf-4ce7f8a8a18c
73265630-i	Jesse	Mcnealjr	234	32.8413	-79.8568	32.8437	-79.8382	6d5c925a-5	35:10.0	\N	rider_canc	fe921023-3b67-459d-a911-7991016b0436
73265630-i	Jesse	Mcnealjr	234	32.78949	-79.9354	32.8478	-79.826	e743de52-4	15:05.0	41:15.0	completed	81ac1ed7-9a87-47f3-8517-aefdb14366af
73265630-i	Jesse	Mcnealjr	234	32.80512	-79.9412	32.79078	-79.927	9619b5a9-4	03:25.0	12:20.0	completed	0ca09f5f-66d4-457f-b83c-84e4c86a384e
73265630-i	Jesse	Mcnealjr	234	32.84924	-79.969	32.87629	-79.9834	156426b0-	41:19.0	49:23.0	completed	359cd6ca-44b1-409b-9cf1-b76146001f00

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73265630-i	Jesse	Mcnealjr	234	\N	\N	\N	\N	f7ea97be-f	07:11.0	\N	driver_can	3b7a569a-d64b-4101-b9bf-f42bdd257277
73265630-i	Jesse	Mcnealjr	234	32.78009	-79.9276	32.80173	-79.9456	33ba7404-	56:46.0	07:03.0	completed	8de376a4-fcad-42ef-aaf0-44c384393197
73265630-i	Jesse	Mcnealjr	234	32.79756	-79.8939	32.79569	-79.8843	cd96b837-	42:04.0	\N	rider_canc	731ade8a-0153-4106-89f2-4a0503b933fa
73265630-i	Jesse	Mcnealjr	234	32.79047	-79.8752	32.80076	-79.8941	9e685fa3-f	32:43.0	43:51.0	completed	1926455b-1b17-45ee-907f-78d2678b697e
73265630-i	Jesse	Mcnealjr	234	32.88407	-80.0378	32.78148	-79.8584	0ff10464-a	55:44.0	33:23.0	completed	37ba6ecd-947d-455a-bf6a-f9a848235255
73265630-i	Jesse	Mcnealjr	234	\N	\N	\N	\N	840b6583-	53:20.0	\N	driver_can	d0e2fece-d61f-419f-b86e-64a4889f82a0
73265630-i	Jesse	Mcnealjr	234	32.80388	-80.0181	32.79813	-80.0056	4f680a6a-3	43:35.0	54:57.0	completed	09fc8a65-003a-4ebb-92b4-12234e647e58
73265630-i	Jesse	Mcnealjr	234	32.80925	-79.9469	32.80002	-79.9982	1d067c95-	32:11.0	44:55.0	completed	0e16d97c-869b-401c-9b7e-efb568193367
73265630-i	Jesse	Mcnealjr	234	\N	\N	\N	\N	2cf4a9c5-1	49:14.0	\N	driver_can	49710bc8-2cc5-474d-b41e-7018fff4f07f
73265630-i	Jesse	Mcnealjr	234	32.78398	-79.9357	32.84376	-79.906	be86eb0e-	31:23.0	59:34.0	completed	0101052f-3e0c-49f6-bfa5-b7e47e4c96d1
73265630-i	Jesse	Mcnealjr	234	32.78661	-79.9497	32.7862	-79.9353	ece848b5-	17:32.0	31:31.0	completed	7ced1d5c-95bb-4277-9486-00bceb031619
73265630-i	Jesse	Mcnealjr	234	32.78354	-79.9365	32.78865	-79.9526	06916fe9-	13:01.0	21:12.0	completed	50ec1bef-cc14-4f6e-a0e8-b41e9b8f02d7
73265630-i	Jesse	Mcnealjr	234	32.78451	-79.9428	32.7853	-79.9359	3e72366e-	05:53.0	13:22.0	completed	6da0c009-2785-4089-8a1f-552f4278bd84
73265630-i	Jesse	Mcnealjr	234	32.6567	-79.9388	32.66401	-79.9191	5f290bec-	10:29.0	22:48.0	completed	d826f470-f233-4779-ba30-aeec8ca7419f
73265630-i	Jesse	Mcnealjr	234	32.65608	-79.9407	32.64859	-79.955	c59c170f-7	06:08.0	\N	rider_canc	352d53c1-bf8d-4303-97ac-0cac3ec8841d
73265630-i	Jesse	Mcnealjr	234	32.71824	-79.9661	32.69757	-79.9679	ee3aa003-	57:52.0	\N	rider_canc	c49b16ee-6945-4851-af1f-298d4954c8d1
73265630-i	Jesse	Mcnealjr	234	32.74513	-79.9697	32.73672	-79.9674	ee3aa003-	45:03.0	\N	rider_canc	6b1dc674-e589-4a3a-b9b7-bb36c4dc14c2
73265630-i	Jesse	Mcnealjr	234	32.88413	-80.0379	32.65608	-79.9408	6126d92b-	30:16.0	06:17.0	completed	88e9cd7a-08c0-405e-b59a-776190f04bf3
73265630-i	Jesse	Mcnealjr	234	32.87745	-79.9751	32.88402	-80.0361	602475e0-	00:25.0	27:26.0	completed	3189038f-008b-4eaf-a4d0-1dc9387f608c
73265630-i	Jesse	Mcnealjr	234	32.79104	-79.9379	32.85557	-79.971	eb7a2976-	44:25.0	07:20.0	completed	0d25d4ac-4c0d-45ef-ac2d-be7fdbfa3810
73265630-i	Jesse	Mcnealjr	234	32.96565	-80.0566	32.80999	-79.9483	56372bbe-	06:53.0	36:36.0	completed	72fb5286-b82b-47d7-8050-f1ecf814c2e4
73265630-i	Jesse	Mcnealjr	234	33.00621	-80.0522	33.00903	-80.0527	6932ade8-	44:24.0	04:01.0	completed	8846e959-3c21-477f-a5c9-88837b6934b5
73265630-i	Jesse	Mcnealjr	234	32.97689	-80.0274	33.02674	-80.0563	a354dbf6-7	31:54.0	48:29.0	completed	93473003-1f66-4b7a-b1df-35f4ce381b44
73265630-i	Jesse	Mcnealjr	234	32.90186	-79.9971	32.95024	-80.0413	17aa0c74-5	06:21.0	30:00.0	completed	de00897c-9fa3-4593-a854-1f768f13ed5b
73265630-i	Jesse	Mcnealjr	234	32.92413	-80.0883	32.95038	-80.1209	91d559f4-(	38:04.0	\N	rider_canc	92235199-803a-475e-859a-6487cdeb1fa3
73265630-i	Jesse	Mcnealjr	234	32.94754	-80.0487	32.94291	-80.1191	927c72fa-f	09:25.0	44:01.0	completed	59e79d1c-0e0e-4543-8a1e-81ba3cc23452
73265630-i	Jesse	Mcnealjr	234	32.89428	-80.0185	32.9025	-80.0231	ac63766a-f	07:52.0	\N	rider_canc	4fc8b504-5feb-4415-9b46-7c247fa0ec4e
73265630-i	Jesse	Mcnealjr	234	32.8684	-80.0132	32.93294	-80.0519	f4c813e2-b	46:21.0	18:50.0	completed	a922643e-a9ae-4958-b82a-84d6596688e3
73265630-i	Jesse	Mcnealjr	234	32.86391	-80.0539	32.86391	-80.0539	c88be56c-1	44:15.0	\N	rider_canc	a24c7aa8-f788-4cc5-be50-a55d318b3618
73265630-i	Jesse	Mcnealjr	234	32.85749	-80.0438	32.85987	-80.0458	c88be56c-1	42:05.0	\N	rider_canc	6de6a8f2-93fc-494b-870a-21674b8999fd
73265630-i	Jesse	Mcnealjr	234	32.87544	-80.0112	32.86391	-80.0538	f7ea97be-f	19:58.0	44:28.0	completed	0a291528-eaea-40f3-bbf5-c586685d4d1e
73265630-i	Jesse	Mcnealjr	234	\N	\N	\N	\N	a6729c8d-(	02:34.0	\N	driver_can	239549f0-300e-4f60-b741-53d410acf38b
73265630-i	Jesse	Mcnealjr	234	32.75682	-79.966	32.7973	-79.9341	8c4b9c59-(	15:02.0	48:39.0	completed	18080bae-81bf-4e04-888c-4a7c290efb05
73265630-i	Jesse	Mcnealjr	234	32.72391	-79.9677	32.72518	-79.9514	f0cbfa6e-4	00:09.0	14:23.0	completed	87a29976-db67-4f30-8224-d10bcd2ffb72
73265630-i	Jesse	Mcnealjr	234	32.79867	-79.9987	32.65459	-79.9427	4cca6d4c-(	16:29.0	57:19.0	completed	d8312dea-06e2-4cf7-94f0-6530e5ff0445
73265630-i	Jesse	Mcnealjr	234	32.85302	-80.0098	32.85492	-79.9939	ce87be20-(	04:28.0	16:10.0	completed	3f717dc2-13e7-4b7d-a13e-66ec8878f733
73265630-i	Jesse	Mcnealjr	234	33.00304	-80.2139	32.99513	-80.2584	b7071687-	42:14.0	12:56.0	completed	855a66a0-d1b9-439e-8979-ad5f0e64c7bc
73265630-i	Jesse	Mcnealjr	234	33.03482	-80.1145	32.99644	-80.1837	a1117883-(	57:56.0	42:46.0	completed	4b5b4048-c2eb-4bfc-abea-1788a1403d29
73265630-i	Jesse	Mcnealjr	234	32.93329	-80.1002	33.02947	-80.1725	50394c89-(	19:25.0	52:23.0	completed	a70d5d58-d9e6-4b88-b446-ddbdf21d6e1d
73265630-i	Jesse	Mcnealjr	234	32.85833	-80.0013	32.92268	-80.0767	d6cae4aa-(	57:47.0	21:17.0	completed	93e5f7f2-ad9b-456f-81a3-750460b9257e
73265630-i	Jesse	Mcnealjr	234	32.93935	-80.0405	32.96387	-80.0595	95946c77-7	07:35.0	31:59.0	completed	936e8aeb-fc50-4a7b-9699-aee0a9ae77cc
73265630-i	Jesse	Mcnealjr	234	32.87584	-80.0216	32.88898	-79.9912	19934c58-(	51:42.0	11:04.0	completed	acff495e-8423-4ee8-a9d9-a9aaf4d9cd61
73265630-i	Jesse	Mcnealjr	234	32.83889	-79.9616	32.85556	-79.9765	02634bca-(	17:07.0	27:43.0	completed	a8b70268-f68b-4b45-a64b-c6ad95d3aa5b
73265630-i	Jesse	Mcnealjr	234	32.78613	-79.9783	32.80176	-79.9446	d0ec982e-a	50:28.0	13:17.0	completed	f8206ab5-2bb4-45c7-960c-4e55cef0bdb6
73265630-i	Jesse	Mcnealjr	234	32.78284	-79.9354	32.77766	-79.9641	6a43cce9-9	38:23.0	54:43.0	completed	c191be33-7d68-4c4b-97e1-7267fa1529bd
73265630-i	Jesse	Mcnealjr	234	32.90937	-79.9935	32.78086	-79.9289	81f1321d-3	02:00.0	38:03.0	completed	9fde3e96-8189-4146-af47-1d51bd0b56d6
73265630-i	Jesse	Mcnealjr	234	32.83287	-79.9522	32.90842	-80.1124	1141eb38-	45:30.0	15:19.0	completed	95ff3172-1c32-4209-9a71-5e3b2e3a3c93
73265630-i	Jesse	Mcnealjr	234	32.74209	-79.963	32.80109	-80.0509	cbff9f40-ba	55:33.0	32:04.0	completed	86a485f2-3f9e-40bf-8058-15dcd037b788
73265630-i	Jesse	Mcnealjr	234	32.78822	-79.9377	32.72149	-79.9743	c57de0d5-(	38:53.0	05:05.0	completed	47fe1d6b-29c1-4fdf-8199-1c3285b470c9
73265630-i	Jesse	Mcnealjr	234	32.797	-79.9408	32.79541	-79.9387	1eb4d1a4-	36:11.0	\N	rider_canc	632db155-7acc-4b8a-a417-df8a82c1d959
73265630-i	Jesse	Mcnealjr	234	32.797	-79.9408	32.78888	-79.9386	e8cf0f44-e(	30:04.0	42:55.0	completed	0094a698-c8ad-4778-aa36-de7c9cb73f23
73265630-i	Jesse	Mcnealjr	234	32.77904	-79.9502	32.77795	-79.9316	bf388fe2-5	55:59.0	07:26.0	completed	23f3ba97-a04c-4170-93ee-7c4484f503ef
73265630-i	Jesse	Mcnealjr	234	32.78233	-79.9321	32.77664	-79.9624	17396994-	38:36.0	57:01.0	completed	88bf7cac-d5a9-4e05-a8e4-a3ea4106993a
73265630-i	Jesse	Mcnealjr	234	32.78424	-79.9418	32.7808	-79.9316	f9a6c3a1-b	28:47.0	45:04.0	completed	611988fb-10ba-4879-a09e-0babef360496
73265630-i	Jesse	Mcnealjr	234	32.80941	-79.9463	32.79011	-79.9392	325365b7-	15:43.0	33:02.0	completed	eff993e1-d0dc-4c4e-b23a-cabd11fbf767
73265630-i	Jesse	Mcnealjr	234	32.79171	-79.9317	32.80869	-79.9501	f7930bed-2	09:39.0	21:15.0	completed	387823b0-2aad-4c49-bf72-9987862d348e
73265630-i	Jesse	Mcnealjr	234	32.7915	-79.8809	32.79418	-79.9409	4cccc080-4	47:09.0	09:35.0	completed	8d9c929d-b50d-43ce-b263-ea5b9755b712
73265630-i	Jesse	Mcnealjr	234	32.80322	-79.8953	32.7918	-79.8791	4db18827-	35:36.0	53:33.0	completed	ca58686b-6cb9-4cba-bca3-368575b61de0
73265630-i	Jesse	Mcnealjr	234	32.79806	-79.9509	32.80371	-79.8797	0c393130-(	26:07.0	42:00.0	completed	53cc61bd-fefe-4e7f-bbe1-7cca0ae168aa
73265630-i	Jesse	Mcnealjr	234	32.7876	-79.9349	32.79859	-79.9464	6f00e8a2-7	21:21.0	31:59.0	completed	e9a4a2b3-3bbc-4e24-8579-33e33b9db0f6
73265630-i	Jesse	Mcnealjr	234	32.79778	-79.9481	32.78862	-79.9382	3c37f876-3	12:32.0	23:33.0	completed	edd6239d-9880-4627-874b-ba538f34602c
73265630-i	Jesse	Mcnealjr	234	32.88398	-80.038	32.77912	-79.9271	06aa3faf-b	16:20.0	46:12.0	completed	fac92ad1-c299-4536-81a2-f5cfbf715d6d
73265630-i	Jesse	Mcnealjr	234	32.82423	-79.8772	32.87017	-80.0246	4c06f24f-1	51:17.0	18:06.0	completed	23e5f396-7148-47c8-8c1b-2502eff63a3f
73265630-i	Jesse	Mcnealjr	234	32.80351	-79.8902	32.81989	-79.8658	6770c46a-a	38:00.0	50:01.0	completed	48a277aa-2cd5-4916-b1ae-69c1bf4a3631
73265630-i	Jesse	Mcnealjr	234	32.78293	-79.9913	32.80809	-79.8608	a39219a2-(	13:03.0	36:45.0	completed	e7461e0b-f475-4264-b9e4-e52690188697
73265630-i	Jesse	Mcnealjr	234	\N	\N	\N	\N	44189461-	14:50.0	\N	driver_can	cbcab828-469d-4ac3-a7cb-d6984222c2ff
73265630-i	Jesse	Mcnealjr	234	32.88401	-80.038	32.65086	-79.9504	11b93e4f-1	29:26.0	19:09.0	completed	f880bc2d-196a-412e-9b01-b78307846124
73265630-i	Jesse	Mcnealjr	234	32.87589	-80.0171	32.86115	-80.0234	3b665bd3-	17:40.0	31:33.0	completed	b26daf38-d263-44ff-9d33-689a4e23ee7f
73265630-i	Jesse	Mcnealjr	234	32.84902	-79.9898	32.86566	-80.0163	91f30caa-4	50:10.0	00:19.0	completed	4fa60c0a-19f6-4688-ac02-791690c28cdf
73265630-i	Jesse	Mcnealjr	234	32.90133	-79.9985	32.95877	-80.1496	bceb2e2f-f	21:22.0	53:43.0	completed	7853a8b9-7db3-4f14-8f65-d042e7bca3c6
73265630-i	Jesse	Mcnealjr	234	32.85383	-80.011	32.85368	-80.0112	495c5e60-1	17:41.0	\N	rider_canc	e72d0ddc-98d6-4cfb-bd5e-f8e3c3c31cc7
73265630-i	Jesse	Mcnealjr	234	32.79562	-79.9414	32.80783	-79.9541	1872d41a-	50:38.0	58:11.0	completed	de6c7b72-722e-4428-a0b2-be3bad672307
73265630-i	Jesse	Mcnealjr	234	32.87484	-79.998	32.78813	-79.9387	20f9799e-5	25:13.0	47:46.0	completed	52824acf-477e-411b-88e0-362a03df1d2a
73265630-i	Jesse	Mcnealjr	234	\N	\N	\N	\N	150b0739-	16:15.0	\N	driver_can	2ccae328-e91b-4960-a8ec-ee9e9b4ec522
73265630-i	Jesse	Mcnealjr	234	32.78962	-80.0072	32.84169	-79.9817	9ae4540d-1	37:12.0	14:15.0	completed	de0840a8-4551-481d-a84e-b70766b2ba38
73265630-i	Jesse	Mcnealjr	234	32.80352	-80.0102	32.78583	-80.0136	cfdd5fef-77	24:46.0	37:29.0	completed	b40b67ef-3927-4229-af75-01afb6829b5d

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73265630-i	Jesse	Mcnealjr	234	32.91621	-80.0998	32.97776	-80.1943	eebd01ad-	12:58.0	30:35.0	completed	4e22820f-1304-4d7b-b31b-faa1c6e06f4c
73265630-i	Jesse	Mcnealjr	234	32.90726	-80.0203	32.9182	-80.111	617312ea-	41:09.0	06:40.0	completed	01a51858-59ef-4ede-bb34-d8554235cd2b
73265630-i	Jesse	Mcnealjr	234	32.80122	-80.0304	32.93105	-80.0279	cf781efe-3	33:41.0	57:20.0	completed	52e0add2-4cf5-46b1-8112-93a92e0d543a
73265630-i	Jesse	Mcnealjr	234	32.78431	-79.9288	32.8018	-80.032	48967884-	04:32.0	31:02.0	completed	892df46b-f52c-4f58-ac9a-d76db7c1e053
73265630-i	Jesse	Mcnealjr	234	32.79716	-79.961	32.78545	-79.935	cd4d26af-9	39:19.0	06:44.0	completed	4ac5a3a7-0f21-4413-974a-a9346fa4c2c6
73265630-i	Jesse	Mcnealjr	234	\N	\N	\N	\N	91e7cf4f-9	26:06.0	\N	driver_can	33a2c93e-81c3-4417-8ef7-1e4d2cd90ed4
73265630-i	Jesse	Mcnealjr	234	32.78263	-79.9558	32.79224	-79.9407	1e452667-	12:51.0	26:53.0	completed	a9c2ab5f-1b8d-44fa-8819-18376c1add62
73265630-i	Jesse	Mcnealjr	234	32.79171	-79.9404	32.80361	-79.96	9238b840-	00:43.0	08:36.0	completed	d2acbe76-3f77-4d42-b9d6-ce34da78cd12

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City of Charleston
South Carolina

JOHN J. TECKLENBURG
Mayor

LUTHER T. REYNOLDS
Chief of Police

POLICE DEPARTMENT

October 18, 2019

George J. Kefalos
Attn: Tish Solomon
46-A State Street
Charleston, SC 29401

Re: Request for Case #: 17-05837 / Sebastian Linares Grainger / Tracker # 11677

After reviewing your request for information pertaining to the above captioned, I am submitting to you copies of the following documents:

1. Investigative Report

Pursuant to S.C. Code § 30-2-310 (A)(1)(e) social security numbers and/or personal identifying information of named persons has been redacted from records.

Pursuant to S.C. Code § 30-2-50 (B) I am providing you with notice that obtaining or using public records for commercial solicitation directed to any person in this State is prohibited.

The Copy fee is $5. We accept Cash, Check, or Money Order made payable to the City of Charleston. We also have a Debit/ Credit Card machine up at the window. Please reference your Tracker # with your payment.

If I can be of any further assistance to you, please contact me at (843)720-2415.

Sincerely,

Danielle Failey-Izzard

Danielle Failey- Izzard
Administrative Support

180 LOCKWOOD BLVD., CHARLESTON, SOUTH CAROLINA 29403, 843-577-7434
AN EQUAL OPPORTUNITY EMPLOYER

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INCIDENT/INVESTIGATION REPORT

Agency Name: Charleston Police Department			Case#: 17-05837
ORI: SC0100100			Date / Time Reported: 04/05/2017 14:50 Wed
			Last Known Secure: 04/03/2017 12:00 Mon
Location of Incident: 721 W Sherwood Dr, Charleston SC 29407-	Premise Type: Residence/home	Zone/Tract: 425	At Found: 04/05/2017 14:45 Wed

INCIDENT DATA

#1	Crime Incident(s): Death Investigation 947	(Com)	Weapon / Tools	Activity: N
			Entry / Exit / Security	
#2	Crime Incident	( )	Weapon / Tools	Activity
			Entry / Exit / Security	
#3	Crime Incident	( )	Weapon / Tools	Activity
			Entry / Exit / Security	

MO:

VICTIM

# of Victims: 1 — Type: INDIVIDUAL/ NOT LAW — Injury:

	Victim/Business Name (Last, First, Middle)	Victim of Crime #	DOB	Race	Sex	Relationship To Offender	Resident Status	Military Branch/Status
V1	GRAINGER, SEBASTIAN LINARES	1		W	M			

Home Address: 721 W SHERWOOD DR , Charleston, SC 29407- — Home Phone: 843-513-5078

Employer Name/Address: MILITARY — Business Phone: — Mobile Phone:

VYR	Make	Model	Style	Color	Lic/Lis	VIN

OTHERS INVOLVED

CODES: V- Victim (Denote V2, V3) O = Owner (if other than victim) R = Reporting Person (if other than victim)

Type: INDIVIDUAL/ NOT LAW ENFORCEMENT — Injury:

Code	Name (Last, First, Middle)	Victim of Crime #	DOB	Race	Sex	Relationship To Offender	Resident Status	Military Branch/Status
CO	WILSON, TREVOR CULLEN		[redacted] Age 26	W	M			

Home Address: [redacted] Charleston, SC 29412 — Home Phone: 201-757-9394

Employer Name/Address: — Business Phone: — Mobile Phone:

Type: INDIVIDUAL/ NOT LAW ENFORCEMENT — Injury:

Code	Name (Last, First, Middle)	Victim of Crime	DOB	Race	Sex	Relationship To Offender	Resident Status	Military Branch/Status
OT	WHITE, BRIAN RAY		[redacted] Age 46	W	M			

Home Address: [redacted] Goose Creek, SC 29445 — Home Phone: 843-532-3357

Employer Name/Address: — Business Phone: — Mobile Phone:

PROPERTY

1 = None 2 = Burned 3 = Counterfeit / Forged 4 = Damaged / Vandalized 5 = Recovered 6 = Seized 7 = Stolen 8 = Unknown ("OJ" = Recovered for Other Jurisdiction)

VI #	Code	Status Fm/To	Value	OJ	QTY	Property Description	Make/Model	Serial Number
4	77	EVID	$600.00		1	CELLPHONE	IPHONE/Iphone	

Officer/ID#: PATILLO, M. B. (WPTL, TM4P) (2196)

Invest ID#: MELLETTE, M. (CENT, VCU) (1805) — Supervisor: TAYLOR, C. A. (WPTL, TM4P) (1646)

Status: Complainant Signature — Case Status: Pending Inactive — 10/26/2017 — Case Disposition: — Page 1

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Incident Report Additional Name List

Charleston Police Department

OCA: *17-05837*

Additional Name List

Name Code/#	Name (Last, First, Middle)	Victim of Crime #	DOB	Age	Race	Sex
1) *OT* *2*	*SCHEIERMAN, KIRK*		[redacted]	*56*	*W*	*M*
Address	[redacted] *Summerville, SC 29485-*		H: *843-822-9690*			
Empl/Addr			B: - -			
			Mobile #: - -			
2) *OT* *3*	*GRAINGER, CRISTA*				*W*	*F*
Address	*721 W Sherwood Dr , Charleston, SC 29407-*		H: *843- 33-3412*			
Empl/Addr			B: - -			
			Mobile #: - -			
3) *OT* *4*	*JAY, JUSTIN DAVID*		[redacted]	*30*	*W*	*M*
Address	[redacted] *Charleston, SC 29407-*		H: *843-991-3442*			
Empl/Addr			B: - -			
			Mobile #: - -			

ELECTRONICALLY FILED - 2024 Oct 29 10:24 AM - CHARLESTON - COMMON PLEAS - CASE#2020CP1001553

INCIDENT/INVESTIGATION REPORT

Charleston Police Department

Case # *17-05837*

Status Codes 1 = None 2 = Burned 3 = Counterfeit / Forged 4 = Damaged / Vandalized 5 = Recovered 6 = Seized 7 = Stolen 8 = Unknown

	IBR	Status	Quantity	Type Measure	Suspected Type	
DRUGS	*D*	*EVI*	*2.000*	*GM*	*HEROIN*	
	P	*EVI*	*20.000*	*DU*	*PILLS*	
	P	*EVI*	*50.000*	*DU*	*PILLS*	
	P	*EVI*	*3.000*	*DU*	*UNKNOWN VIALS*	
	P	*EVI*	*5.000*	*DU*	*PILLS*	
	P	*EVI*	*46.000*	*DU*	*PILLS*	
	P	*EVI*	*3.000*	*DU*	*UNKNOWN VIALS*	

Assisting Officers

SCHNEIDER, J. (2361), TAYLOR, C.A. (1646), PARKER, B.E. (1843), MILLER, J.C. (302)

Suspect Hate / Bias Motivated:

INCIDENT/INVESTIGATION REPORT

Narr. (cont.) OCA: 17-05837 *Charleston Police Department*

NARRATIVE

On April 5, 2017 at approximately 1450 hrs, Officer M Patillo/2196 from the Charleston Police Department responded to 721 W Sherwood Dr Charleston SC 29407 in reference to a death investigation. Upon arrival, Officer Patillo was met by Mr. Trevor Wilson/Complainant. Mr. Wilson stated to Officer Patillo he received a phone call from Mr. Brian White (Victim`s Supervisor), who wanted him (Mr. Wilson) to do a welfare check on Mr. Sebastian Grainger/Victim because he has not shown up to work in two days and that this was not like him. The doors to the victim`s residence were locked; however Officer Patillo and Mr. Wilson were able to hear a small K9 barking inside the residence. Officer Patillo was able to see through the kitchen, living room and front door windows and nothing appeared to be out of ordinary. In an attempt to see if the victim`s cell phone was in the residence, Mr. Wilson attempted to call the victim`s phone again, but nothing was heard. Wilson stated to Officer Patillo the last person who had contact with the victim was Mr. White.

Mr. White stated to Officer Patillo he called the victim Monday approximately 1030hrs, and advised that the victim sounded bad. Due to the victim`s birthday was Sunday (04/02/2017), Mr. White thought the victim had a little too much to drink. Mr. White stated to Officer Patillo, the victim`s partner Mr. Kirk Scheierman was the last person who saw the victim alive.

Officer Patillo spoke with Mr. Scheierman by phone. Mr. Scheierman stated he called the victim Monday (04/03/2017) morning at approximately 10:50am to remind him of a meeting they both were scheduled to attend. Mr. Scheierman stated the victim advised him that he was not going to be able to make the meeting that was scheduled because he was not feeling good. Mr. Scheierman stated to Officer Patillo, he drove to the victim`s residence and the victim walked on the porch. Mr. Scheierman stated the victim looked very bad and his eyes were red. Mr. Scheierman stated, after the victim handed him his file box, he left for his appointment in Ladson.

Office Patillo contacted Sgt Taylor and advised him of the situation. Sgt Taylor contacted Charleston Police Communication and attempted to have the victim`s cell phone pinged. Communication advised the victim`s cell phone pinged at 44 Briarcliff Rd. Mr. Wilson returned with the code to the side door. Upon Mr. Wilson entering the code, the door opened and Officer Patillo, Officer Schneider, and Sgt Taylor followed Mr. Wilson in the residence. The door that separates the living room from the hallway was closed, and as Mr Wilson opened it, the victim was sitting on the floor not moving.

EMS, Fire, Central and Crime scene were contacted. EMS and Fire determined that the victim was deceased. Central Detective Parker arrived on scene as well as Charleston Police Crime Scene Officer Miller. A small clear plastic bag containing an off white powdery substance was located on the victim`s dresser with a rolled up $20 bill and a bank card next to it. Narcotics and Vice unit was contacted.

At approximately 1800 hrs, Ms Dottie Lindsay from the Coroner`s office arrived and removed the victim from the scene. Narcotics and Vice units from the Charleston Police Department arrived on scene with a search warrant and collected all evidence.

The residence was secured by Officer Patillo and Narcotics and Vice Units.

ELECTRONICALLY FILED - 2024 Oct 29 10:24 AM - CHARLESTON - COMMON PLEAS - CASE#2020CP1001553

ELECTRONICALLY FILED - 2024 Oct 29 10:24 AM - CHARLESTON - COMMON PLEAS - CASE#2020CP1001553

Incident Report Suspect List

Charleston Police Department

OCA: *17-05837*

1	Name (Last, First, Middle) *MCNEAL, JESSE M*				Also Known As					Home Address [redacted] *JOHNS ISLAND, SC 29455*	
	Business Address										
	DOB	Age	Race	Sex	Eth	Hgt	Wgt	Hair	Eye	Skin	Driver's License / State.
	[redacted]	*30*	*B*	*M*	*N*	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
	Scars, Marks, Tattoos, or other distinguishing features										

Reported Suspect Detail	Suspect Age	Race	Sex	Eth	Height	Weight	SSN

Weapon, Type	Feature	Make	Model	Color	Caliber	Dir of Travel Mode of Travel

VehYr/Make/Model	Drs	Style	Color	Lic/St	VIN

Notes

Physical Char

ELECTRONICALLY FILED - 2024 Oct 29 10:24 AM - CHARLESTON - COMMON PLEAS - CASE#2020CP1001553

Incident Report Related Property List

Charleston Police Department

OCA: *17-05837*

1

Property Description	Make	Model	Caliber
CELLPHONE	***IPHONE***	***IPHONE***	

Color	Serial No.	Value	Qty	Unit	Jurisdiction
Black		***$600.00***	***1.000***		***Locally***

Status	Date	NIC #	State #	Local #	OAN
Evidence (non	***04/05/2017***				

Name (Last, First, Middle)	DOB	Age	Race	Sex
**** No name ****				

Notes

2

Property Description	Make	Model	Caliber
PILLS			

Color	Serial No.	Value	Qty	Unit	Jurisdiction
Green		***$5.00***	***5.000***	***DU***	***Locally***

Status	Date	NIC #	State #	Local #	OAN
Evidence (non	***04/05/2017***				

Name (Last, First, Middle)	DOB	Age	Race	Sex
**** No name ****				

Notes

3

Property Description	Make	Model	Caliber
PILLS			

Color	Serial No.	Value	Qty	Unit	Jurisdiction
Purple/White		***$46.00***	***46.000***	***DU***	***Locally***

Status	Date	NIC #	State #	Local #	OAN
Evidence (non	***04/05/2017***				

Name (Last, First, Middle)	DOB	Age	Race	Sex
**** No name ****				

Notes

4

Property Description	Make	Model	Caliber
UNKNOWN VIALS	***VIAL***	***VIAL***	

Color	Serial No.	Value	Qty	Unit	Jurisdiction
		$30.00	***3.000***	***DU***	***Locally***

Status	Date	NIC #	State #	Local #	OAN
Evidence (non	***04/05/2017***				

Name (Last, First, Middle)	DOB	Age	Race	Sex
**** No name ****				

Notes

ELECTRONICALLY FILED - 2024 Oct 29 10:24 AM - CHARLESTON - COMMON PLEAS - CASE#2020CP1001553

Incident Report Related Property List

Charleston Police Department

OCA: *17-05837*

5	Property Description: ***HEROIN***			Make		Model		Caliber	
	Color: ***Brown***	Serial No.		Value: ***$200.00***	Qty: ***2.000***	Unit: ***GM***	Jurisdiction: ***Locally***		
	Status: ***Evidence (non***	Date: ***04/05/2017***	NIC #	State #	Local #	OAN			
	Name (Last, First, Middle): **** No name ****			DOB	Age	Race	Sex		

Notes

6	Property Description: ***PILLS***			Make		Model		Caliber	
	Color: ***Orange/Green***	Serial No.		Value: ***$20.00***	Qty: ***20.000***	Unit: ***DU***	Jurisdiction: ***Locally***		
	Status: ***Evidence (non***	Date: ***04/05/2017***	NIC #	State #	Local #	OAN			
	Name (Last, First, Middle): **** No name ****			DOB	Age	Race	Sex		

Notes

7	Property Description: ***PILLS***			Make: ***PILLS***		Model		Caliber	
	Color: ***Purple/White***	Serial No.		Value: ***$50.00***	Qty: ***50.000***	Unit: ***DU***	Jurisdiction: ***Locally***		
	Status: ***Evidence (non***	Date: ***04/05/2017***	NIC #	State #	Local #	OAN			
	Name (Last, First, Middle): **** No name ****			DOB	Age	Race	Sex		

Notes

8	Property Description: ***UNKNOWN VIALS***			Make: ***VIAL***		Model: ***VIAL***		Caliber	
	Color	Serial No.		Value: ***$30.00***	Qty: ***3.000***	Unit: ***DU***	Jurisdiction: ***Locally***		
	Status: ***Evidence (non***	Date: ***04/05/2017***	NIC #	State #	Local #	OAN			
	Name (Last, First, Middle): **** No name ****			DOB	Age	Race	Sex		

Notes

ELECTRONICALLY FILED - 2024 Oct 29 10:24 AM - CHARLESTON - COMMON PLEAS - CASE#2020CP1001553

CASE SUPPLEMENTAL REPORT

Printed: 10/26/2017 09:36

Charleston Police Department OCA: ***1705837***

THE INFORMATION BELOW IS CONFIDENTIAL - FOR USE BY AUTHORIZED PERSONNEL ONLY

Case Status: *PENDING INACTIVE* **Case Mng Status:** *PENDING INACTIVE* **Occurred:** *04/03/2017*

Offense: *DEATH INVESTIGATION*

Investigator: *SCHNEIDER, J. (2361)* **Date / Time:** *04/05/2017 18:59:26, Wednesday*

Supervisor: *TAYLOR, C. A. (1646)* **Supervisor Review Date / Time:** *04/05/2017 20:29:44, Wednesday*

Contact: **Reference:** *Supplemental Report*

On 04/05/2017 at approximately 1653hrs. RO Jeffrey Schneider responded to 721 West Sherwood Drive, Charleston, SC 29414, which is located in the city and county of Charleston, SC, in reference to a welfare check.

ROs Schneider, Patillo, and Sgt. Taylor, were let into the residence by Trevor Wilson (complainant). ROs found an individual in the hallway near the front of the residence who was sitting against the wall on the ground holding his phone. ROs requested EMS, Crime Scene, and Central. EMS medics ([redacted]) arrived on scene and determined the individual was no longer alive and requested the corner respond.

RO Jeffrey Schneider assisted the corners office in helping place the individual into a body bag and carried out to the corners van.

-CRIME SCENE LOG-

(Fire Department Engine 111)

[redacted]

(EMS)

[redacted]

(Corners Office)

Dalton Andrews, Dottie Lindsay

(Crime Scene)

Jeff Miller

(CPD Officers)

Schneider, Patillo, Sgt. Taylor

Investigator Signature Supervisor Signature

ELECTRONICALLY FILED - 2024 Oct 29 10:24 AM - CHARLESTON - COMMON PLEAS - CASE#2020CP1001553

CASE SUPPLEMENTAL REPORT

Printed: 10/26/2017 09:36

Charleston Police Department OCA: *1705837*

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Case Status: *PENDING INACTIVE* **Case Mng Status:** *PENDING INACTIVE* **Occurred:** *04/03/2017*

Offense: *DEATH INVESTIGATION*

Investigator: *TAYLOR, C. A. (1646)* **Date / Time:** *04/05/2017 19:47:24, Wednesday*

Supervisor: *TAYLOR, C. A. (1646)* **Supervisor Review Date / Time:** *04/05/2017 20:29:14, Wednesday*

Contact: **Reference:** *Supplemental Report*

On 4-5-17 at approximately 1600 hours, I was contacted by Officer Patillo in reference to a welfare check on the victim who had not reported to his employment. I made contact with the complainant and the boss to gather further information. I determined based on the totality of the circumstances that it was necessary to immediately attempt to locate the victim. I was unable to locate the victim at any detention center in the state and the complainant checked the local hospitals.

The boss advised that he frequently talked to the victim and had not seen or talked to him in since Monday. The boss advised that another employee visited the victim Monday and they advised he did not look well. They assumed it was due to a hangover since his birthday was Sunday. I was unsuccessful at locating the subject or any further information that would assist us in DMV, RMS or TLO. The subject had not updated or checked his social media and his vehicle was in the yard.

Due to the totality of the circumstances, I contacted the dispatch supervisor to have his cell phone pinged. It pinged to a location near his home. The complainant was able to make contact with the victim`s sister who gave him the code to enter the residence. We made entry and located the victim deceased. EMS was requested to make the final determination. The corner, central, and crime scene were requested and responded. The complainant advised the victim`s sister and a friend retrieved the dog in the home. The residence was secured.

Investigator Signature Supervisor Signature

PLAINTIFF 000010

ELECTRONICALLY FILED - 2024 Oct 29 10:24 AM - CHARLESTON - COMMON PLEAS - CASE#2020CP1001553

Charleston Police Department OCA: ***1705837***

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Case Status: *PENDING INACTIVE* **Case Mng Status:** *PENDING INACTIVE* **Occurred:** *04/03/2017*

Offense: *DEATH INVESTIGATION*

Investigator: *PARKER, B. E. (1843)* **Date / Time:** *04/05/2017 23:00:22, Wednesday*

Supervisor: *THOMPSON, D. F. (1210)* **Supervisor Review Date / Time:** *04/07/2017 14:28:45, Friday*

Contact: **Reference:** *Warrant Service*

OCA: 17-05837
Incident Type: Death Investigation
Incident Date/Time: 04/05/2017 @1715 (Central Notified)
Incident Location: 721 West Sherwood Drive, Charleston, SC. 29407

On 04/05/2017 at approximately 1715 hours, Detective Parker was notified of a suspicious death involving a 26 year old white male, later identified as Sebastian Linares Grainger. Parker arrived on-scene and met with SGT Taylor. Taylor advised that EMS units had tried to revive Grainger but he was deceased. Taylor identified two white males to Parker that were on-scene (one was the complainant and close friend of Grainger; Trevor Wilson. The other was Grainger`s boss; Brian White). Parker spoke to the two men whose conversation can be summarized as the following: April 2nd was Grainger`s birthday. Grainger went out drinking for his birthday and is known to be a heavy drinker but does not use narcotics. Grainger did not show up for work on Monday morning (4/3/17) but called his boss (White) to let him know that he was hung over. The boss sent by a co-worker that day to ensure he was okay (Kurt Scheierman). At approximately 1100 hours, Kurt arrived at Grainger`s residence and spoke to Grainger on the porch. This is the last known time and person to see Grainger physically alive.

Grainger`s friend (Wilson) had been trying to get in contact with Grainger over the phone for the past since Monday but did not get a response. Therefore, on 4/5/2017 (Wednesday), Wilson drove to Grainger`s residence to check on him but did not get an answer. Wilson could see the lights on and hear Grainger`s dog barking. Wilson`s concern prompted a call from to CPD to investigate further which led to the identification of the deceased Grainger.

On 4/5/2017 at approximately 1740 hours, Parker along with Charleston County Coroner Dotty and CPD Crime Scene Tech Miller entered the residence. The residence did not show any visible signs of forced entry or a struggle. The deceased Grainger was found lying upright with his back against the wall of the main hallway. Grainger`s left hand clutched a cell phone. Grainger showed signs of rigor mortis as the blood had settled on side of his body that made contact with the ground. While Grainger showed normal signs of pale skin color due to blood loss, his nostrils were red in color which looked the same as a person alive would look with a cold. There were no visible signs of injury to Grainger.

Parker, Dotty and Miller moved to the first bedroom in the hallway (which was believed to be Grainger`s do to personal effects with his name on it - wallet with identification). There was a black in color handgun laying on the bed which was made as if no one had slept in it. On the main dresser to the left of the bed, Parker identified a brown powdery substance with a rolled up $20 dollar bill and a credit card. The substance was visibly consistent to match the powder form of heroin to Parker based on training and experience.

Parker then notified Narcotics. Minutes later, LT Jenkins arrived on-scene. Parker spoke to Narcotics Detectives who informed Parker that they would be obtaining a search warrant for the residence.

Investigator Signature Supervisor Signature

ELECTRONICALLY FILED - 2024 Oct 29 10:24 AM - CHARLESTON - COMMON PLEAS - CASE#2020CP1001553

Charleston Police Department OCA: **1705837**

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Case Status: *PENDING INACTIVE* **Case Mng Status:** *PENDING INACTIVE* **Occurred:** *04/03/2017*

Offense: *DEATH INVESTIGATION*

Investigator: *PARKER, B. E. (1843)* **Date / Time:** *04/05/2017 23:00:22, Wednesday*

Supervisor: *THOMPSON, D. F. (1210)* **Supervisor Review Date / Time:** *04/07/2017 14:28:45, Friday*

Contact: **Reference:** *Warrant Service*

Grainger has one roommate who was out of the country during this time. Grainger`s roommate is his sister Crista Linares Grainger. She was notified by Wilson and had started flying home during this investigative process.

Investigator Signature Supervisor Signature

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Charleston Police Department OCA: ***1705837***

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Case Status: *PENDING INACTIVE* **Case Mng Status:** *PENDING INACTIVE* **Occurred:** *04/03/2017*

Offense: *DEATH INVESTIGATION*

Investigator: *SCHLIEBEN, K. R. (1727)* **Date / Time:** *04/06/2017 11:21:06, Thursday*

Supervisor: *SCURRY, J. W. (1488)* **Supervisor Review Date / Time:** *04/20/2017 10:42:19, Thursday*

Contact: **Reference:** *Supplemental Report*

OCA: 1705837
Incident: Death Investigation
Date/Time: April 5th, 2017 1930 hours
Location: 721 West Sherwood Drive, Charleston, SC 29407

On Wednesday, April 5th, 2017 at approximately 1800 Hours Detective Schlieben responded to 721 W Sherwood Drive in reference to a possible narcotics overdose referencing a death investigation. While on scene Det. Schlieben spoke with a neighbor- Justin Jay. Jay advised the following:

On Monday, April 3rd, 2017 at approximately 1030 hours he observed a white in color sedan (possibly a Ford Crown Victoria or Buick) parked in the driveway at 721 W. Sherwood Drive. He advised that he found it to be suspicious because the vehicle was parked in the driveway idling for approximately 45 minutes. He stated the car was occupied by a black male subject approximately 24-30 years of age and a black female approximately 24-30 years of age. He advised that he observed the Victim exit his house several times and enter the back seat of the vehicle. After doing that numerous times over the course of the 45 minutes the Victim exited the vehicle and returned into the house and the vehicle then left. Jay advised that it was the last time he observed the Victim.

At approximately 1930 hours Det. Scurry called Det. Schlieben and advised him that the Search warrant was signed. At that time Lt. Jenkins, Det. Maguire and Det. Schlieben entered the residence and executed the warrant. During the execution of the warrant the Detectives found the following items in the Victims bedroom (Bedroom #1):

1. .4 grams of brown powdery substance on the dresser in Bedroom #1 Located by Det. Maguire, recovered by Det. Schlieben.
2. Ziploc bag containing orange and green pills on the bed in bedroom #1. Located by Det. Maguire, recovered by Det. Schlieben.
3. Ziploc bag with purple and white pills on the bed in bedroom #1. Located by Det. Maguire, recovered by Det. Schlieben.
4. (3) vials of different unknown liquids on the bed in bedroom #1. Located by Det. Maguire, recovered by Det. Schlieben.
5. Iphone with blue and black case on the bed in bedroom #1. Located by Det. Maguire, recovered by Det. Schlieben.
6. Green pills in the top drawer of the night stand on the bed in bedroom #1. Located by Det. Maguire, recovered by Det. Schlieben.
7. Ziploc bag with purple and white pills in the top drawer of the night stand on the bed in bedroom #1. Located by Det. Maguire, recovered by Det. Schlieben.
8. (3) vials in a Styrofoam box in the corner of the bedroom Located by Det. Maguire, recovered by Det. Schlieben.

Investigator Signature Supervisor Signature

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Charleston Police Department OCA: ***1705837***

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Case Status: *PENDING INACTIVE* **Case Mng Status:** *PENDING INACTIVE* **Occurred:** *04/03/2017*

Offense: *DEATH INVESTIGATION*

Investigator: *SCHLIEBEN, K. R. (1727)* **Date / Time:** *04/06/2017 11:21:06, Thursday*

Supervisor: *SCURRY, J. W. (1488)* **Supervisor Review Date / Time:** *04/20/2017 10:42:19, Thursday*

Contact: **Reference:** *Supplemental Report*

After recovering the evidence the Detectives left a copy of the search warrant and the return. The residence was then secured. The evidence was then submitted into the Charleston Police Evidence room.

This investigation continues at this time.

Investigator Signature Supervisor Signature

ELECTRONICALLY FILED - 2024 Oct 29 10:24 AM - CHARLESTON - COMMON PLEAS - CASE#2020CP1001553

CASE SUPPLEMENTAL REPORT

Printed: 10/26/2017 09:36

Charleston Police Department OCA: *1705837*

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Case Status: *PENDING INACTIVE* **Case Mng Status:** *PENDING INACTIVE* **Occurred:** *04/03/2017*

Offense: *DEATH INVESTIGATION*

Investigator: *SCURRY, J. W. (1488)* **Date / Time:** *04/07/2017 11:36:37, Friday*

Supervisor: *HURTEAU, T. J. (1035)* **Supervisor Review Date / Time:** *04/07/2017 14:20:45, Friday*

Contact: **Reference:** *Supplemental Report*

Oca# 17-05837
Other: Christa Grainger / 843-333-4123

On April 6, 2017 at approximately 1500 hours, Det. Scurry and Det. Maguire met with Christa Grainger an conducted an interview. Christa is the sister of the victim / Sebastian Grainger.

Christa advised that the victim had a history of narcotic use and has been in several rehab facilities in the past. Christa advised she was unaware of the victim currently using any illegal drugs. Christa was advised by Det. Scurry and Det. Maguire.

Christa signed a Digital Evidence form giving Det. Scurry consent to conduct a search of the victim`s cell phone.

On 4-7-17 at approximately 1130 hours, Det. Scurry completed the digital evidence forms and faxed them to the Forensic Services Division.

The investigation continues…

Investigator Signature Supervisor Signature

ELECTRONICALLY FILED - 2024 Oct 29 10:24 AM - CHARLESTON - COMMON PLEAS - CASE#2020CP1001553

CASE SUPPLEMENTAL REPORT

Printed: 10/26/2017 09:36

Charleston Police Department OCA: ***1705837***

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Case Status: *PENDING INACTIVE* **Case Mng Status:** *PENDING INACTIVE* **Occurred:** *04/03/2017*

Offense: *DEATH INVESTIGATION*

Investigator: *JARRELL, J. E. (1573)* **Date / Time:** *10/04/2017 20:01:55, Wednesday*

Supervisor: *HURTEAU, T. J. (1035)* **Supervisor Review Date / Time:** *10/06/2017 10:01:34, Friday*

Contact: **Reference:** *Supplemental Report*

Incident: Death Investigation
Date/Time: April 5th, 2017 1930 hours
Location: 721 West Sherwood Drive, Charleston, SC 29407

+++ October 4, 2017

On October 4, 2017 at about 1630 hrs. Jesse McNeal was apprehended on a federal arrest warrant obtained by the DEA Charleston Resident Office in reference to the overdose death of Sebastian Grainger. Present for the arrest were TFO Jarrell, TFO Hoff, TFO Yangco, SA Duffy and SA Rape The arrest was made at North Windemere Drive and Ashley Hall Road in West Ashley.

McNeal was transported to the Al Cannon Detention Center by CPD Officer Salke where he will be lodged until further notice.

Investigator Signature Supervisor Signature

PLAINTIFF 000016

ELECTRONICALLY FILED - 2024 Oct 29 10:24 AM - CHARLESTON - COMMON PLEAS - CASE#2020CP1001553

CASE SUPPLEMENTAL REPORT

Printed: 10/26/2017 09:36

Charleston Police Department OCA: **1705837**

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Case Status: *PENDING INACTIVE* **Case Mng Status:** *PENDING INACTIVE* **Occurred:** *04/03/2017*

Offense: *DEATH INVESTIGATION*

Investigator: *MELLETTE, M. (1805)* **Date / Time:** *10/26/2017 09:22:22, Thursday*

Supervisor: *STANLEY, M. J. (1332)* **Supervisor Review Date / Time:** *10/26/2017 09:26:44, Thursday*

Contact: **Reference:** *Supplemental Report*

OCA# 17-05837
Incident Type: Death Investigation
Incident Location: 721 W. Sherwood Dr.
Incident Date: 04/05/2017

*** 10/25/2017 ***

I, Det. Mellette, received the victim`s autopsy and toxicology reports from the Charleston County Coroner`s Office (Deputy Coroner Dottie Lindsay).

The report lists the victim`s cause of death as "Acute mixed drug toxicity with heroin, fentanyl, diazepam" with the manner of death listed as "Accident".

These findings are consistent with the investigation conducted by CPD at the scene.

At this time, no further investigation is warranted. This case should be reclassified Pending Inactive.

Investigator Signature Supervisor Signature

PLAINTIFF 000017

ELECTRONICALLY FILED - 2024 Oct 29 10:24 AM - CHARLESTON - COMMON PLEAS - CASE#2020CP1001553

Rae H. Wooten, Coroner

Chief Deputy Coroner
Bobbi Jo O'Neal

Deputy Coroners
Dottie Lindsay
Kelly Kraus
Brittney Martin
Kimberly Rhoton
Sheila Williams
Sara Senn
Anita Hasert

CHARLESTON COUNTY
SOUTH CAROLINA

OFFICE OF THE CORONER

4050 Bridgeview Drive
Suite 500, Perimeter Center
North Charleston, SC 29405

Phone: (843) 746-4030
Fax: (843) 746-4033

June 30, 2017

Crista Linares-Grainger
721 West Sherwood Dr.
Charleston, SC 29414

re: Sebastian Linares-Grainger

Dear Ms. Linares-Grainger,

Pursuant to your request, please find enclosed a copy of the autopsy report pertaining to your Brother, Sabastian.

If this office can be of further assistance to you, please do not hesitate to contact us.

With kind regards,

Dottie Lindsay, Deputy Coroner

ELECTRONICALLY FILED - 2024 Oct 29 10:24 AM - CHARLESTON - COMMON PLEAS - CASE#2020CP1001553

MUSC
MEDICAL UNIVERSITY of SOUTH CAROLINA

Department of Pathology and Lab Medicine
165 Ashley Avenue, Suite 309
MSC 908
Charleston, SC 29425-9080

Req.: xAutopsy, For Coroner
Add.:
Loc: ACHA-Charleston Co. Coroner
Client: Medical University Hospital Authority

Patient: LINARES-GRAINGER, SEBASTIAN L.
Med Rec: 5746409
Sex: M Race: White

COPY

Autopsy Final Report

Date and Time of Autopsy: 4/6/2017 09:00

Accession Number: **FA17-277**

Hospital/County: Medical University Hospital Authority
Submitting Physician: xAutopsy, For Coroner
Attending Pathologist: Lee Marie Tormos, M.D. (1-4115)
Date/Time of Death: 4/3-4/2017
Autopsy Reason: Requested by Coroner
Authorized By: Dottie Lindsay, Deputy Coroner
Autopsy Restrictions: None

Pathologist Assistant: Ashley Wooldridge

(If Injury) How occurred: Ingestion of heroin, fentanyl and diazepam
Date of Injury: ~4/3-4/2017 Time: unknown
Place of Injury: unknown At Work: no

Diagnosis

1. Toxicology:
   a. Peripheral blood positive for ethanol, diazepam, benzoylecgonine, free morphine, fentanyl, norfentanyl, and the presence of caffeine and cotinine.
   b. Urine screen is presumptively positive for opiates, cocaine/metabolites, benzodiazepines, fentanyl/metabolites; 6-MAM was quantified.
2. Other autopsy findings:
   a. Cardiomegaly
   b. Heavy congested lungs
   c. No evidence of lethal trauma
   d. Early decomposition changes

Cause of Death

Acute mixed drug toxicity with heroin, fentanyl, diazepam

Manner of Death

Accident

Case History

According to the Charleston County Deputy Coroner, Ms. Dottie Lindsay, the decedent is a 27-year-old male who was out celebrating his birthday with his friends when he was last known alive. A welfare check was performed two days later when he did not show up for work and he was found unresponsive in his secure home, collapsed in the hallway near a bedroom. Scene investigation revealed possible narcotics and a mixture of heroin with unknown substances. Past medical history is also significant for prior suicide attempts. He was pronounced at the scene and death is estimated as April 3rd or 4th 2017.

Gross Description

EXTERNAL EXAMINATION

ELECTRONICALLY FILED - 2024 Oct 29 10:24 AM - CHARLESTON - COMMON PLEAS - CASE#2020CP1001553

LINARES-GRAINGER, SEBASTIAN L. **FA17-277**

COPY

The body bag is received sealed with tag number 0001019. The body is identified by the coroner. A paper band around the left wrist bears the decedent's name. Photographs are taken. The body is received in a blue athletic shirt, black and blue patterned pajama pants, teal boxer brief underwear, two black socks, and two brown Croc shoes. Personal effects with the body are limited to a penny in the pants pocket of the pants. All clothing and personal effects are released with the body.

The body is that of a normally developed adult white male which appears consistent with the stated age of 27 years. When nude, the body measures 76 inches in length and weighs 175 pounds. There is good preservation in the absence of embalming with early decomposition changes limited to marbling in the left axillary area, green discoloration of the right lower quadrant of the abdomen, and drying artifact of the nose, lips, fingertips, and scrotum. Rigor mortis is minimally fixed and pink lividity is fixed on the posterior surfaces. Tardieu spots are at the upper back. The body is cool to the touch.

The scalp hair is brown, curly, averaging 1 1/4 inch in length, and thinned at the crown of the scalp in faint male pattern baldness. Facial hair consists of a short brown beard and mustache. The irides appear green and there are no petechiae of the bulbar or palpebral surfaces of the conjunctivae. The corneae are clouded. The ears, nose, and lips are of normal configuration. The left ear is remotely pierced once. The mouth has natural dentition in good condition. The neck is without masses or unusual mobility. The chest and back are normally developed. The abdomen is flat. The extremities are symmetric. The external genitalia are those of an adult male.

IDENTIFYING MARKS AND SCARS

Numerous parallel horizontally oriented linear scars are on the anterior aspect of the left forearm ranging in length from 1 1/2 to 1 inch. A 2 1/4 inch linear scar with suture marks is vertically oriented on the distal left forearm and wrist.

EVIDENCE OF TREATMENT

Four EKG pads are adhered to the extremities.

EVIDENCE OF INJURY

A 2 x 1 inch dry yellow abrasion at the right mid upper back is deemed a postmortem artifact. There is no evidence of lethal trauma.

INTERNAL EXAMINATION

BODY CAVITIES: The thoracic and abdominal organs show a moderate degree of decomposition resulting in red-brown discoloration and generalized softening. The thoracic and abdominal organs are in their normal anatomic positions. The right and left pleural cavities contain 150 and 100 ml of serosanguineous fluid and the pericardial sac contains 30 ml of serosanguineous fluid, all deemed due to decomposition.

HEAD: The brain weighs 1720 grams. The scalp, subscalpular area, and skull are unremarkable. The dura and dural sinuses are unremarkable. There are no epidural, subdural or subarachnoid hemorrhages. The leptomeninges are thin and delicate. The cerebral hemispheres are symmetrical, with an unremarkable gyral pattern. The cranial nerves and blood vessels are unremarkable. Sections through the cerebral hemispheres, brainstem, and cerebellum are unremarkable. There are no hemorrhages within the deep white matter or the basal ganglia. The cerebral ventricles contain no blood. The spinal cord as viewed from the cranial cavity is unremarkable.

NECK: The soft tissues, large vessels, and prevertebral fascia are unremarkable. The hyoid bone and laryngeal cartilages are intact. The lumen of the larynx is not obstructed. The lingual mucosa is intact and there is no hemorrhage within the underlying musculature.

CARDIOVASCULAR SYSTEM: The heart weighs 400 grams. The intimal surface of the abdominal aorta is free of significant atherosclerosis. The aorta and its major branches and the great veins are normally distributed and unremarkable. The pulmonary arteries contain no thromboemboli. The pericardium, epicardium, and endocardium are smooth, glistening, and unremarkable. There are no thrombi in the atria or ventricles. The coronary arterial system is free of significant atherosclerosis. The atrial and ventricular septa are intact. The cardiac valves are unremarkable. The myocardium is dark red-brown and firm, without focal abnormalities. The cardiac ventricles appear dilated deemed due to decomposition.

RESPIRATORY SYSTEM: The right and left lungs weigh 900 and 950 grams, respectively. The upper airway is not obstructed. The laryngeal mucosa is smooth and unremarkable, without petechiae. The pleural surfaces are smooth and glistening. The major bronchi are unremarkable. Sectioning of the lungs discloses a dark red, markedly congested parenchyma.

LINARES-GRAINGER, SEBASTIAN L. **FA17-277**

COPY

HEPATOBILIARY SYSTEM: The liver weighs 1710 grams. The liver is covered by a smooth, glistening capsule. The parenchyma is dark red-brown and moderately congested. The gallbladder contains approximately 10 ml of dark green bile, with no calculi.

GASTROINTESTINAL SYSTEM: The esophageal mucosa is gray, smooth, and unremarkable. The stomach contains approximately 500 ml of dark tan fluid and partially digested food fragments with identifiable lettuce, tomato, and rice. There are no tablets or capsules. The gastric mucosa is flattened, and there are no ulcers. The small and large intestines are unremarkable. The appendix is present. The pancreas is unremarkable externally and upon sectioning.

GENITOURINARY SYSTEM: The right and left kidneys weigh 180 grams each. The capsules of both kidneys strip with ease to reveal smooth and slightly lobulated surfaces. The cortices are of normal thickness, with well-demarcated corticomedullary junctions. The calyces, pelves, and ureters are unremarkable. The urinary bladder contains approximately 110 ml of clear yellow urine. The mucosa is gray, smooth, and unremarkable. The prostate gland is unremarkable both externally and upon sectioning.

LYMPHORETICULAR SYSTEM: The spleen weighs 130 grams. The spleen is covered by a smooth, blue-gray, intact capsule. The parenchyma is dark red. The cervical, hilar, and peritoneal lymph nodes are not enlarged.

ENDOCRINE SYSTEM: The pituitary, thyroid, and adrenal glands are unremarkable externally and upon sectioning.

MUSCULOSKELETAL SYSTEM: The clavicles, ribs, sternum, pelvis, and vertebral column have no fractures. The diaphragm is intact.

CASSETTE SUMMARY

1. Lungs
2. Left ventricle, interventricular septum, kidney

LMT:jwm
4/06/17
4/19/17(tox)
6/19/17

Microscopic Description

The tissues show variable degrees of autolysis, with loss of cellular and architectural details. Examination of sections of the lungs shows widespread pink amorphous material mostly obscuring the tissue architecture; foci of anthracotic pigment are identified. Sections of the left ventricle and interventricular septum of the heart show relatively normal tissue architecture with mild hypertrophy of scattered myocytes. A section of kidney shows no significant pathologic changes. Light polarization of all the sections does not reveal polarizable crystals.

Case Summary

A complete autopsy was performed on the body of Mr. Sebastian Linares-Grainger at the Medical University of South Carolina Autopsy Suite on April 6, 2017. The postmortem examination began at 9:00 a.m. The prosectors were Dr. Lee Marie Tormos. The autopsy technician was Ms. Karen Geroulis. The autopsy was authorized by the Charleston County Deputy Coroner, Ms. Dottie Lindsay.

Significant findings at autopsy include early decomposition changes and no evidence of lethal trauma. The heart is mildly enlarged and the lungs appear heavy and congested.

Samples of peripheral blood and urine were sent to NMS laboratory for toxicology testing. Analysis of peripheral blood reveals ethanol = 35 mg/dL (Blood Alcohol Concentration = 0.035 g/100 ml), diazepam = 140 ng/mL, benzoylecgonine = 440 ng/mL, free morphine = 49 ng/mL, fentanyl = 4.9 ng/mL, norfentanyl = 0.34 ng/mL, and the presence of caffeine and cotinine. A urine screen is presumptively positive for opiates, cocaine/metabolites, benzodiazepines, fentanyl/metabolites and 6-MAM is quantified as 29 ng/mL. Results were reviewed by Demi Garvin, PharmD, Forensic Toxicologist.

In light of the history provided and the autopsy findings, it is my opinion that the decedent died as the result of acute mixed drug toxicity with heroin, fentanyl, and diazepam. Furthermore, the manner of death is best deemed accident.

ELECTRONICALLY FILED - 2024 Oct 29 10:24 AM - CHARLESTON - COMMON PLEAS - CASE#2020CP1001553

LINARES-GRAINGER, SEBASTIAN L. **FA17-277**

COPY

Certification Statement

I certify that I personally conducted the diagnostic evaluation of the above specimen(s) and have rendered the above diagnosis(es).

Lee Marie Tormos, M.D. (1-4115)
(Electronically signed by)
Verified: 06/19/2017 10:39
MR/4/7/2017

Department of Pathology and Laboratory Medicine
Chair: Steven L. Carroll, M.D., Ph.D.

Anatomic Pathology	Autopsy Pathology	Client Services	Clinical Pathology
Phone: 843-792-3821	Phone:843-792-3556	Phone:843-792-0707	Phone:843-792-0707
Fax: 843-792-8974	Fax: 843-792-8974	Fax: 843-792-4896	Fax: 843-792-4896

Patient: LINARES-GRAINGER, SEBASTIAN L. **Med Rec: 5746409** **Location: ACHA-Charleston Co. Coroner**

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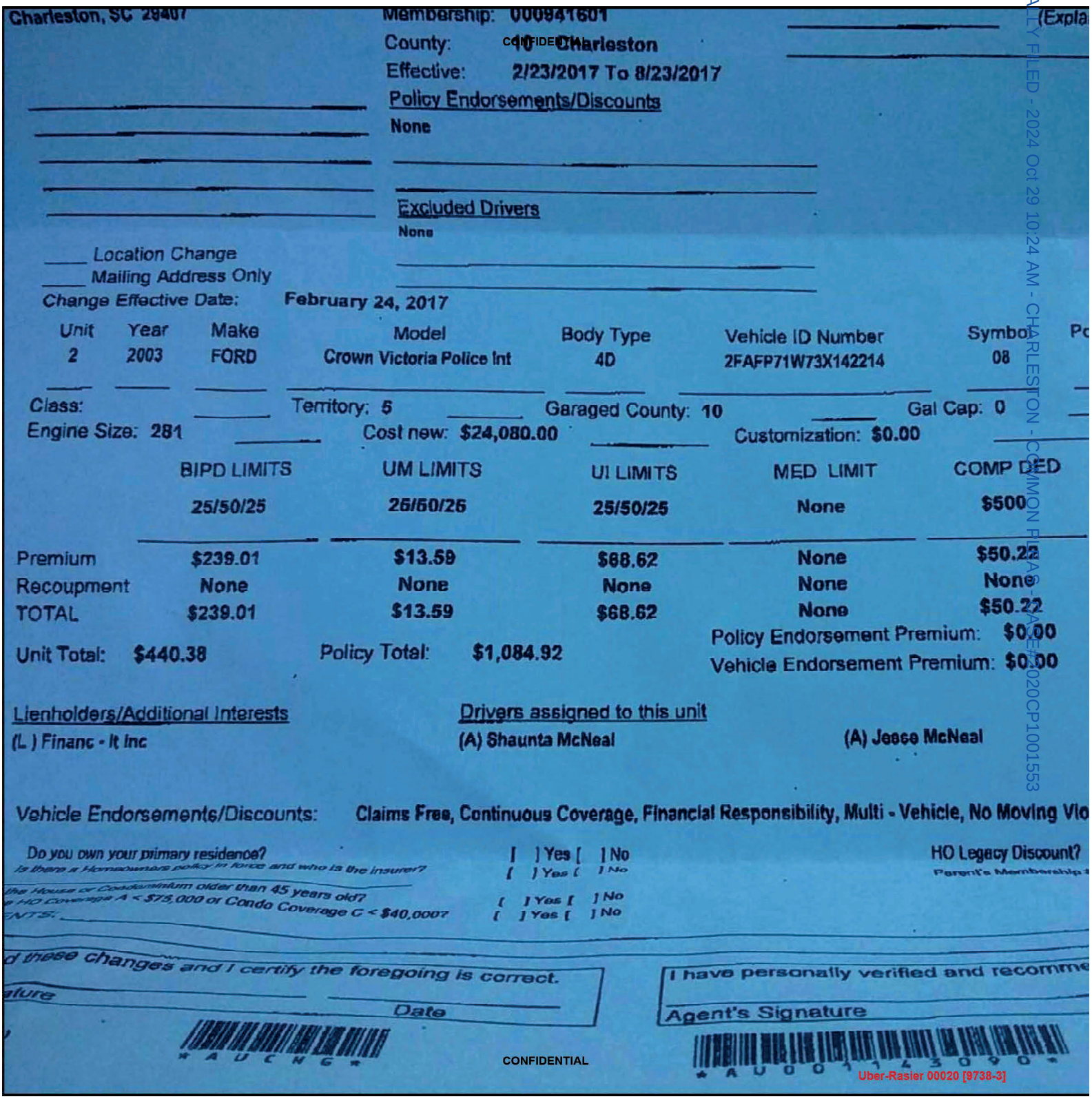
ELECTRONICALLY FILED - 2024 Oct 29 10:24 AM - CHARLESTON - COMMON PLEAS - CASE#2020CP1001553



Charleston, SC 29407

Membership: 000941601

CONFIDENTIAL

County: 10 Charleston

Effective: 2/23/2017 To 8/23/2017

Policy Endorsements/Discounts

None

Excluded Drivers

None

____ Location Change

____ Mailing Address Only

Change Effective Date: February 24, 2017

Unit	Year	Make	Model	Body Type	Vehicle ID Number	Symbol	Pc
2	2003	FORD	Crown Victoria Police Int	4D	2FAFP71W73X142214	08	

Class: _____ Territory: 5 Garaged County: 10 Gal Cap: 0

Engine Size: 281 Cost new: $24,080.00 Customization: $0.00

	BIPD LIMITS	UM LIMITS	UI LIMITS	MED LIMIT	COMP DED
	25/50/25	25/50/25	25/50/25	None	$500
Premium	$239.01	$13.59	$68.62	None	$50.22
Recoupment	None	None	None	None	None
TOTAL	$239.01	$13.59	$68.62	None	$50.22

Unit Total: $440.38 Policy Total: $1,084.92

Policy Endorsement Premium: $0.00

Vehicle Endorsement Premium: $0.00

Lienholders/Additional Interests

(L) Financ - It Inc

Drivers assigned to this unit

(A) Shaunta McNeal

(A) Jesse McNeal

Vehicle Endorsements/Discounts: Claims Free, Continuous Coverage, Financial Responsibility, Multi - Vehicle, No Moving Vio

Do you own your primary residence? [ ] Yes [ ] No

Is there a Homeowners policy in force and who is the insurer? [ ] Yes [ ] No

HO Legacy Discount?

Parent's Membership

Is the House or Condominium older than 45 years old? [ ] Yes [ ] No

If HO Coverage A < $75,000 or Condo Coverage C < $40,000? [ ] Yes [ ] No

COMMENTS:

I have read these changes and I certify the foregoing is correct.

Signature _____ Date _____

I have personally verified and recomme

Agent's Signature

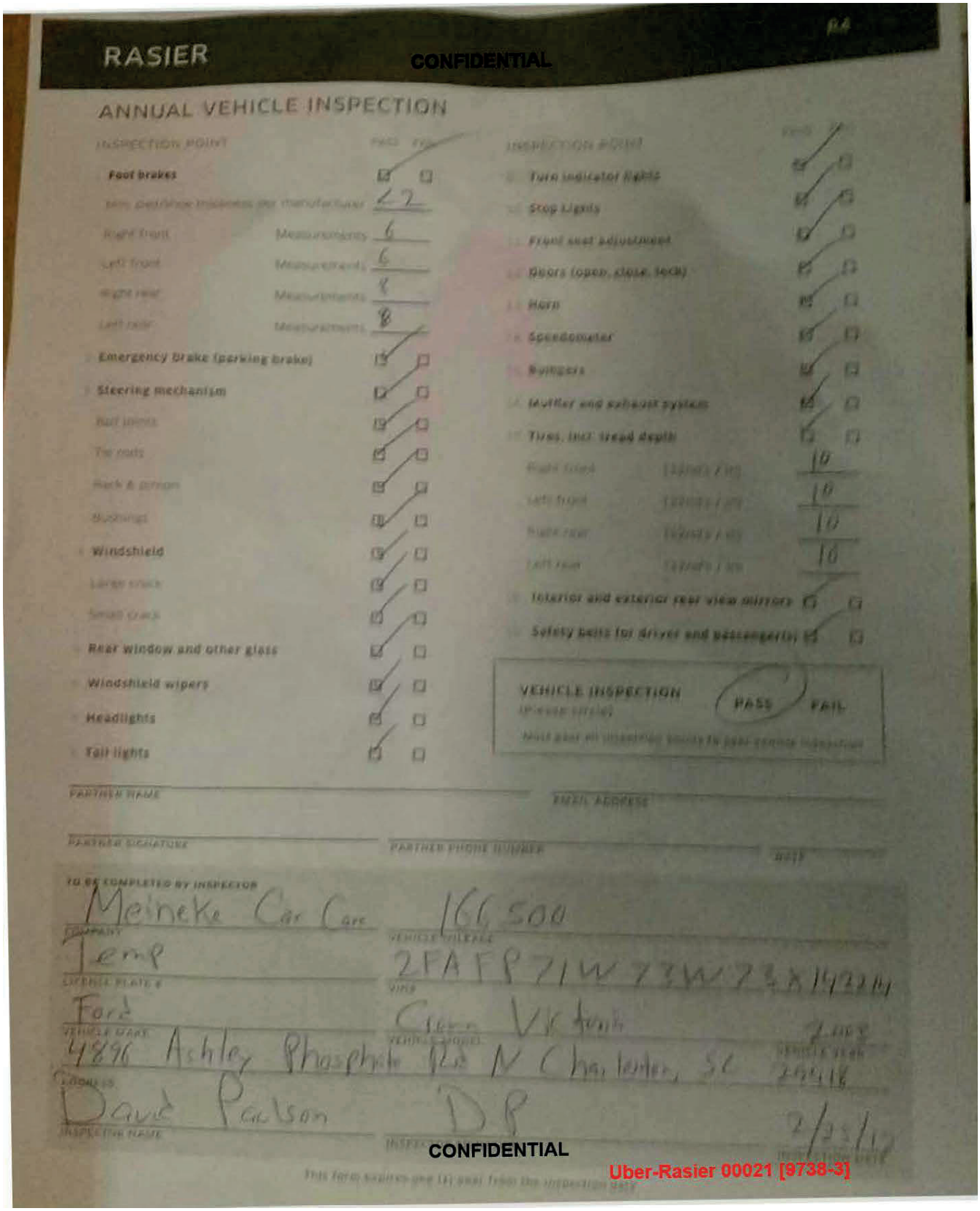
AUCHG

CONFIDENTIAL

AU00114309O

Uber-Rasier 00020 [9738-3]

ELECTRONICALLY FILED - 2024 Oct 29 10:24 AM - CHARLESTON - COMMON PLEAS - CASE#2020CP1001553



RASIER

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ANNUAL VEHICLE INSPECTION

INSPECTION POINT	PASS	FAIL
Foot brakes	☑	☐
Min. pedal/rotor thickness per manufacturer	12	
Right front — Measurements	6	
Left front — Measurements	6	
Right rear — Measurements	8	
Left rear — Measurements	8	
Emergency Brake (parking brake)	☑	☐
Steering mechanism	☑	☐
Ball joints	☑	☐
Tie rods	☑	☐
Rack & pinion	☑	☐
Bushings	☑	☐
Windshield	☑	☐
Large cracks	☑	☐
Small cracks	☑	☐
Rear window and other glass	☑	☐
Windshield wipers	☑	☐
Headlights	☑	☐
Tail lights	☑	☐

INSPECTION POINT	PASS	FAIL
Turn indicator lights	☑	☐
Stop Lights	☑	☐
Front seat adjustment	☑	☐
Doors (open, close, lock)	☑	☐
Horn	☑	☐
Speedometer	☑	☐
Bulbgers	☑	☐
Muffler and exhaust system	☑	☐
Tires, incl. tread depth	☑	☐
Right front — [illegible] / 32	10	
Left front — [illegible] / 32	10	
Right rear — [illegible] / 32	10	
Left rear — [illegible] / 32	10	
Interior and exterior rear view mirrors	☑	☐
Safety belts for driver and passenger(s)	☑	☐

VEHICLE INSPECTION (please circle) — PASS / FAIL

Must pass all inspection points to pass vehicle inspection

PARTNER NAME

EMAIL ADDRESS

PARTNER SIGNATURE

PARTNER PHONE NUMBER

DATE

TO BE COMPLETED BY INSPECTOR

COMPANY: Meineke Car Care

VEHICLE MILEAGE: 166,500

LICENSE PLATE #: Temp

VIN #: 2FAFP71W73X142284

VEHICLE MAKE: Ford

VEHICLE MODEL: Crown Victoria

VEHICLE YEAR: 2003

ADDRESS: 4896 Ashley Phosphate Rd N Charleston, SC 29418

INSPECTOR NAME: David Paulson

INSPECTOR INITIALS: DP

INSPECTION DATE: 2/23/12

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This form expires one (1) year from the inspection date

Uber-Rasier 00021 [9738-3]

Report for Jesse M Mcneal

consider

California Applicants/Employees Only: The report does not guarantee the accuracy or truthfulness of the information as to the subject of the investigation, but only that it is accurately copied from public records, and information generated as a result of identity theft, including evidence of criminal activity, may be inaccurately associated with the consumer who is the subject of the report. An investigative consumer reporting agency shall provide a consumer seeking to obtain a copy of a report or making a request to review a file, a written notice in simple, plain English and Spanish setting forth the terms and conditions of his or her right to receive all disclosures, as provided in Section 1786.26.

Sólo para los Solicitantes/Empleados de California: En el informe no se garantiza la exactitud o veracidad de la información en cuanto al tema de la investigación, sino sólo que se ha copiado exactamente de los registros públicos, y la información generada como resultado del robo de identidad, incluyendo las pruebas de una actividad delictiva, podría estar incorrectamente asociada con el consumidor que sea el sujeto del informe. Una agencia investigadora de informes de crédito deberá suministrarle a un consumidor que trate de obtener una copia de un informe o solicite revisar un archivo una notificación por escrito en inglés y español lisos y llanos, en la que se establezcan los términos y las condiciones de su derecho a recibir toda la información, como se dispone en la Sección 1786.26.

Personal information

ELECTRONICALLY FILED - 2024 Nov 04 10:22 AM - CHARLESTON - COMMON PLEAS - CASE#2020CP1001553

First Name
Jesse
Middle Name
M
Last Name
Mcneal
Date of Birth

Social Security #

Geo
charleston
Zipcode
29458
Driver License

Prior Driver License
-
Email

Phone
8435301624
Custom ID
73265630-cc68-4c46-850b-1427bba46300

Report information

Package
driver_premium
Created at
Apr 22, 2015 12:52:02 PM
Upgraded at
Apr 22, 2015 12:52:22 PM
Completed at
Apr 28, 2015 11:43:48 AM

ELECTRONICALLY FILED - 2024 Nov 04 10:22 AM - CHARLESTON - COMMON PLEAS - CASE#2020CP1001553

Aliases

JESSE MCNEAL

JESSIE MCNEAL

SSN Verification — clear

Sex Offender Search — clear

Global Watchlist Search — clear

National Criminal Search — consider

See County Criminal Search.

Federal Criminal Search — clear

County Criminal Searches — consider

consider Charleston, SC

Probation Violation (Unclassified) Jun 9, 2008

Case Number
W10081975
County
CHARLESTON
Court Jurisdiction
General Sessions
File Date

ELECTRONICALLY FILED - 2024 Nov 04 10:22 AM - CHARLESTON - COMMON PLEAS - CASE#2020CP1001553

Jun 9, 2008

Full Name
JESSE MCNEAL
State
SC

Charge
Probation Violation (Unclassified)
Charge Type
Unclassified
Disposition
Dismissed
Disposition Date
Jun 9, 2008
Offense Date
Jun 9, 2008

Motor Vehicle Record

clear

Full name
JESSE M MCNEAL
License Status
Valid (No Suspension)
License Type
PERSONAL
License Class
D
Expiration Date
Jun 29, 2024
Issued Date
Feb 14, 2014
First Issued Date
Jul 19, 2002

Violations

ELECTRONICALLY FILED - 2024 Nov 04 10:22 AM - CHARLESTON - COMMON PLEAS - CASE#2020CP1001553

ACD Code
W01
Category
Minor violation
Description
HABITUAL OFFENDER
Docket
42133EJ
Issued Date
Aug 10, 2008
State
SC
State Code
022

Requester Company: Uber

Checkr, Inc.
2505 Mariposa Street
San Francisco, CA 94110

844-824-3257
https://checkr.com/applicant

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Report for Jesse M Mcneal

consider

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Personal information

ELECTRONICALLY FILED - 2024 Oct 29 10:24 AM - CHARLESTON - COMMON PLEAS - CASE#2020CP1001553

First Name
Jesse
Middle Name
M
Last Name
Mcneal
Date of Birth

Social Security #

Geo
charleston
Zipcode
29458
Driver License

Prior Driver License
-
Email
neema843412b@gmail.com
Phone

Custom ID
73265630-cc68-4c46-850b-1427bba46300

Report information

Package
driver_premium
Created at
Mar 29, 2016 3:06:40 AM
Upgraded at
Mar 29, 2016 3:17:33 AM
Completed at
Apr 6, 2016 8:35:08 PM

ELECTRONICALLY FILED - 2024 Oct 29 10:24 AM - CHARLESTON - COMMON PLEAS - CASE#2020CP1001553

Aliases

JESSE MCNEAL

JESSIE MCNEAL

SSN Verification — clear

Sex Offender Search — clear

Global Watchlist Search — clear

National Criminal Search — consider

See County Criminal Search.

Federal Criminal Search — clear

County Criminal Searches — consider

consider Charleston, SC

UNLAWFUL POSSESSION OF A PISTOL

Address
3896 New Hope Rd, Johns Island, SC, 29455
Case Number
WARRANT#:K066541;INDICTMENT#:2006GS1003941
County
CHARLESTON
Court Jurisdiction

ELECTRONICALLY FILED - 2024 Oct 29 10:24 AM - CHARLESTON - COMMON PLEAS - CASE#2020CP1001553

GENERAL SESSIONS COURT

DOB
Jun 29, 1986
Full Name
Jesse Michael Mcneal
State
SC

Charge
UNLAWFUL POSSESSION OF A PISTOL
Classification
FELONY
Disposition
GUILTY
Disposition Date
Dec 4, 2006

Motor Vehicle Record

clear

Full name
JESSE M MCNEAL
License Status
Valid (No Suspension)
License Type
PERSONAL
License Class
D
Expiration Date
Jun 29, 2024
Issued Date
Feb 14, 2014
Issued Date (inferred)
Jul 19, 2002
First Issued Date
Jul 19, 2002

ELECTRONICALLY FILED - 2024 Oct 29 10:24 AM - CHARLESTON - COMMON PLEAS - CASE#2020CP1001553

CONFIDENTIAL

FAILURE TO PAY TRAFFIC TICKET Aug 24, 2015

ACD Code
D56
Category
Non moving violation
City
MT PLEASANT MUN CRT
Description
FAILURE TO PAY TRAFFIC TICKET
Docket
69430GV
Issued Date
Aug 24, 2015
State
SC
State Code
097

FAILURE TO PAY TRAFFIC TICKET OR APPEAR May 15, 2015

ACD Code
D56
Category
Non moving violation
Conviction Date
Jun 10, 2015
Description
FAILURE TO PAY TRAFFIC TICKET OR APPEAR
Docket
69430GV
Issued Date
May 15, 2015
State
SC
State Code
560

CONFIDENTIAL

SPEEDING 10-MPH OR LESS May 15, 2015

Uber-Rasier00013 [9738-3]

ELECTRONICALLY FILED - 2024 Oct 29 10:24 AM - CHARLESTON - COMMON PLEAS - CASE#2020CP1001553

ACD Code
S51
Category
MINOR
Conviction Date
Jun 10, 2015
Description
SPEEDING 10-MPH OR LESS
Docket
69430GV
Issued Date
May 15, 2015
Points
2
State
SC
State Code
421

Requester Company: Uber

Checkr, Inc.
2505 Mariposa Street
San Francisco, CA 94110

844-824-3257
https://checkr.com/applicant

ELECTRONICALLY FILED - 2024 Oct 29 10:24 AM - CHARLESTON - COMMON PLEAS - CASE#2020CP1001553

Requestor Company: Uber

consider

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Summary

SSN Trace	Sep 23, 2017 4:21 AM	clear
Sex Offender Search	Sep 23, 2017 4:21 AM	clear
Global Watchlist Search	Sep 23, 2017 4:22 AM	clear
National Criminal Search	Oct 2, 2017 11:09 AM	consider
Federal Criminal Search	Sep 23, 2017 4:23 AM	clear
County Criminal Searches		consider
Motor Vehicle Report	Sep 23, 2017 4:21 AM	clear

ELECTRONICALLY FILED - 2024 Oct 29 10:24 AM - CHARLESTON - COMMON PLEAS - CASE#2020CP1001553

ELECTRONICALLY FILED - 2024 Oct 29 10:24 AM - CHARLESTON - COMMON PLEAS - CASE#2020CP1001553

Personal Information

First Name	Jesse	**Driver License**	011583955 (SC)
Middle Name	M	**Previous Driver License**	-
Last Name	Mcneal	**Email**	neema843412b@gmail.com
Date of Birth		**Phone**	8435301624
Social Security #		**Report Package**	no_history
Custom ID	73265630-cc68-4c46-850b-1427bba46300	**Report Created at**	Sep 23, 2017 4:20 AM
		Report Completed at	Oct 2, 2017 11:09 AM
Geos	charleston		
Zipcode	29458		

Aliases

JESSE MCNEAL

JESSIE MCNEAL

SSN Verification — clear

Sex Offender Search — clear

Global Watchlist Search — clear

National Criminal Search — consider

See County Criminal Search(es).

Federal Criminal Search — clear

County Criminal Searches — consider

consider **Charleston, SC**

Record 1

Case Number	WARRANT# K066541 INDICTMENT# 2006GS1003941
File Date	Mar 22, 2006
Court Jurisdiction	GENERAL SESSIONS COURT
County	CHARLESTON
State	SC
Full Name	Jesse Michael Mcneal
DOB	Jun 29, 1986

Charge 1

Charge	Sale or delivery of pistol to, and possession by, certain persons unlawful; stolen pistol
Charge Type	FELONY
Disposition	GUILTY
Disposition Date	Dec 4, 2006
Sentence	$643.75 COSTS;

Exhibit 13
Prefix 002 of 004

Uber-Rasier 00016 [9738-3]

ELECTRONICALLY FILED - 2024 Oct 29 10:24 AM - CHARLESTON - COMMON PLEAS - CASE#2020CP1001553

Motor Vehicle Report

clear

CONFIDENTIAL

Full name	JESSE M MCNEAL
License Status	VALID (NO SUSPENSION)
License Type	PERSONAL
License Class	D
Expiration Date	Jun 29, 2024
Issued Date	May 12, 2017
Issued Date (inferred)	Jul 19, 2002
First Issued Date	Jul 19, 2002

Violations

FAILURE TO PAY TRAFFIC TICKET

ACD Code	D56
Category	Non moving violation
City	CITY OF EMPORIA GENERAL DISTRICT COURT
Description	FAILURE TO PAY TRAFFIC TICKET
Docket	1600835300
Issued Date	Mar 2, 2017
State	SC
State Code	97

FAILURE TO PAY TRAFFIC TICKET OR APPEAR

ACD Code	D56
Category	Non moving violation
Conviction Date	Dec 1, 2016
Description	FAILURE TO PAY TRAFFIC TICKET OR APPEAR
Docket	1600835300
Issued Date	Oct 23, 2016
State	VA
State Code	560

SPEEDING MORE THAN 10 MPH BUT LT 25 MPH

ACD Code	S92
Category	MINOR
Conviction Date	Dec 1, 2016
Description	SPEEDING MORE THAN 10 MPH BUT LT 25 MPH
Docket	595GT1600835300
Issued Date	Oct 23, 2016
Points	4
State	VA
State Code	441

FAILURE TO PAY TRAFFIC TICKET

ACD Code	D56
Category	Non moving violation
City	MT PLEASANT MUN CRT
Description	FAILURE TO PAY TRAFFIC TICKET
Docket	69430GV

Exhibit 13
Prefix 003 of 004
CONFIDENTIAL
Uber-Rasier 00017 [9738-3]

Issued Date	Aug 24, 2015
State	SC
State Code	97

CONFIDENTIAL

FAILURE TO PAY TRAFFIC TICKET OR APPEAR

ACD Code	D56
Category	Non moving violation
Conviction Date	Jun 10, 2015
Description	FAILURE TO PAY TRAFFIC TICKET OR APPEAR
Docket	69430GV
Issued Date	May 15, 2015
State	SC
State Code	560

SPEEDING 10-MPH OR LESS

ACD Code	S51
Category	MINOR
Conviction Date	Jun 10, 2015
Description	SPEEDING 10-MPH OR LESS
Docket	69430GV
Issued Date	May 15, 2015
Points	2
State	SC
State Code	421

Checkr

Checkr, Inc.
One Montgomery Street, Suite 2000
San Francisco, CA 94104

844-824-3257
https://applicants.checkr.com

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ID: 30fa99d7-f5b7-4d96-a1a1-775a9e99cec3
Title: A message from Uber
User Type: driver

Hi Jesse,

Thank you for your patience during this time.

Based on our review of publicly available information, it appears that you were recently arrested for a crime that, should it result in a conviction, does not comply with our Community Guidelines and safety standards. As a result, we've deactivated your account effective immediately.

If you believe we've reached this conclusion in error, or if your case does not result in a conviction, please respond with an explanation and any supporting documentation, and we'll follow up with you.

While we understand this news may be upsetting, please note that if at any time the charges are dropped or dismissed, or you're acquitted, you may be eligible to regain access to Uber.

To do so, please notify us by replying to this email. If possible, please include any documentation showing that charges were dropped or dismissed, or that you were acquitted.

[redacted]
April 03, 2020 at 21:13:26 UTC
via agent (external)

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RASIER, LLC / RASIER-CA, LLC / RASIER-PA, LLC / RASIER-DC, LLC / RASIER-MT, LLC / HINTER-NM

TECHNOLOGY SERVICES AGREEMENT

Last update: December 11, 2015

This Technology Services Agreement ("*Agreement*") constitutes a legal agreement between you, an individual ("*you*") and Rasier-CA, LLC if your Territory (as defined below) is within the State of California, Rasier-PA, LLC if your Territory is within the State of Pennsylvania, Rasier-DC, LLC if your Territory is within the State of Florida, Rasier-MT, LLC if your Territory is within the State of Montana, Hinter-NM if your Territory is within the State of New Mexico, or Rasier, LLC if your Territory is anywhere else within the United States (as applicable, "*Company*").

Company, a subsidiary of Uber Technologies, Inc. ("*Uber*"), provides lead generation to independent providers of rideshare or peer-to-peer (collectively, "*P2P*") passenger transportation services using the Uber Services (as defined below). The Uber Services enable an authorized transportation provider to seek, receive and fulfill requests for transportation services from an authorized user of Uber's mobile applications. You desire to enter into this Agreement for the purpose of accessing and using the Uber Services.

You acknowledge and agree that Company is a technology services provider that does not provide transportation services.

In order to use the Uber Services, you must agree to the terms and conditions that are set forth below. Upon your execution (electronic or otherwise) of this Agreement, you and Company shall be bound by the terms and conditions set forth herein.

IMPORTANT: PLEASE NOTE THAT TO USE THE UBER SERVICES, YOU MUST AGREE TO THE TERMS AND CONDITIONS SET FORTH BELOW. PLEASE REVIEW THE ARBITRATION PROVISION SET FORTH BELOW CAREFULLY, AS IT WILL REQUIRE YOU TO RESOLVE DISPUTES WITH THE COMPANY ON AN INDIVIDUAL BASIS, EXCEPT AS PROVIDED IN SECTION 15.3, THROUGH FINAL AND BINDING ARBITRATION UNLESS YOU CHOOSE TO OPT OUT OF THE ARBITRATION PROVISION. BY VIRTUE OF YOUR ELECTRONIC EXECUTION OF THIS AGREEMENT, YOU WILL BE ACKNOWLEDGING THAT YOU HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT (INCLUDING THE ARBITRATION PROVISION) AND HAVE TAKEN TIME TO CONSIDER THE CONSEQUENCES OF THIS IMPORTANT BUSINESS DECISION. IF YOU DO NOT WISH TO BE SUBJECT TO ARBITRATION, YOU MAY OPT OUT OF THE ARBITRATION PROVISION BY FOLLOWING THE INSTRUCTIONS PROVIDED IN THE ARBITRATION PROVISION BELOW.

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1. Definitions

1.1 "*Affiliate*" means an entity that, directly or indirectly, controls, is under the control of, or is under common control with a party, where control means having more than fifty percent (50%) of the voting stock or other ownership interest or the majority of the voting rights of such entity.

1.2 "*City Addendum*" means an addendum or supplemental information to this Agreement setting forth additional Territory-specific terms, as made available and as updated by Company from time to time.

1.3 "*Company Data*" means all data related to the access and use of the Uber Services hereunder, including all data related to Users (including User Information), all data related to the provision of Transportation Services via the Uber Services and the Driver App, and the Driver ID.

1.4 "*Company Device*" means a mobile device owned or controlled by Company that is provided to you solely for your use of the Driver App to provide Transportation Services.

1.5 "*Device*" means a Company Device or Your Device, as the case may be.

1.6 "*Driver App*" means the mobile application provided by Company that enables transportation providers to access the Uber Services for the purpose of seeking, receiving and fulfilling on-demand requests for transportation services by Users, as may be updated or modified from time to time.

1.7 "*Driver ID*" means the identification and password key assigned by Company to you that enables you to use and access the Driver App.

1.8 "*Fare*" has the meaning set forth in Section 4.1.

1.9 "*Service Fee*" has the meaning set forth in Section 4.4.

1.10 "*Territory*" means the city or metro areas in the United States in which you are enabled by the Driver App to receive requests for Transportation Services.

1.11 "*Tolls*" means any applicable road, bridge, ferry, tunnel and airport charges and fees, including inner-city congestion, environmental or similar charges as reasonably determined by the Uber Services based on available information.

1.12 "*Transportation Services*" means your provision of P2P passenger transportation services to Users via the Uber Services in the Territory using the Vehicle.

1.13 "*Uber Services*" mean Uber's on-demand lead generation and related services licensed by Uber to Company that enable transportation providers to seek, receive and fulfill on-demand requests for transportation services by Users seeking transportation services; such Uber Services include access to the Driver App and Uber's software, websites, payment services as described in Section 4 below, and related support services systems, as may be updated or modified from time to time.

1.14 "*User*" means an end user authorized by Uber to use the Uber mobile application for the purpose of obtaining Transportation Services offered by Company's transportation provider customers.

1.15 "*User Information*" means information about a User made available to you in connection with such User's request for and use of Transportation Services, which may include the User's name, pick-up location, contact information and photo.

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1.16 "*Vehicle*" means your vehicle that: (a) meets the then-current Company requirements for a vehicle on the Uber Services; and (b) Company authorizes for your use for the purpose of providing Transportation Services.

1.17 "*Your Device*" means a mobile device owned or controlled by you: (a) that meets the then-current Company specifications for mobile devices as set forth at www.uber.com/byod-devices; and (b) on which the Driver App has been installed as authorized by Company solely for the purpose of providing Transportation Services.

2. **Use of the Uber Services**

2.1 **Driver IDs**. Uber will issue you a Driver ID to enable you to access and use the Driver App on a Device in accordance with this Agreement. Company reserves the right to deactivate your Driver ID if you have not fulfilled a request for Transportation Services using the Driver App at least once a month. **You agree that you will maintain your Driver ID in confidence and not share your Driver ID with any third party. You will immediately notify Company of any actual or suspected breach or improper use or disclosure of your Driver ID or the Driver App.**

2.2 **Provision of Transportation Services**. When the Driver App is active, User requests for Transportation Services may appear to you via the Driver App if you are available and in the vicinity of the User. If you accept a User's request for Transportation Services, the Uber Services will provide you with certain User Information via the Driver App, including the User's first name and pickup location. In order to enhance User satisfaction with the Uber mobile application and your Transportation Services, it is recommended that you wait at least ten (10) minutes for a User to show up at the requested pick-up location. You will obtain the destination from the User, either in person upon pickup or from the Driver App if the User elects to enter such destination via Uber's mobile application. You acknowledge and agree that once you have accepted a User's request for Transportation Services, Uber's mobile application may provide certain information about you to the User, including your first name, contact information, photo and location, and your Vehicle's make and license plate number. You shall not contact any Users or use any User's personal data for any reason other than for the purposes of fulfilling Transportation Services. As between Company and you, you acknowledge and agree that: (a) you shall be solely responsible for determining the most effective, efficient and safe manner to perform each instance of Transportation Services; and (b) except for the Uber Services or any Company Devices (if applicable), you shall provide all necessary equipment, tools and other materials, at your own expense, necessary to perform Transportation Services. You understand and agree that you have a legal obligation under the Americans with Disabilities Act and similar state laws to transport Users with Service Animals (as defined by applicable state and federal law), including guide dogs for the blind and visually impaired Users, and there is no exception to this obligation for allergies or religious objections. Your knowing failure to transport a User with a Service Animal shall constitute a material breach of this Agreement. You agree that a "knowing failure" to comply with this legal obligation shall constitute either: (1) a denial of a ride where you state the denial was due to a Service Animal; or (2) there is more than one (1) instance in which a User or the companion of a User alleges that you cancelled or refused a ride on the basis of a Service Animal.

2.3 **Your Relationship with Users**. You acknowledge and agree that your provision of Transportation Services to Users creates a direct business relationship between you and the User. Company is not responsible or liable for the actions or inactions of a User in relation to you, your activities or your Vehicle. You shall have the sole responsibility for any obligations or liabilities to Users or third parties that arise from your provision of Transportation Services. You acknowledge and

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agree that you are solely responsible for taking such precautions as may be reasonable and proper (including maintaining adequate insurance that meets the requirements of all applicable laws including motor vehicle financial responsibility laws) regarding any acts or omissions of a User or third party. You acknowledge and agree that Company may release your contact and/or insurance information to a User upon such User's reasonable request. You acknowledge and agree that, unless specifically consented to by a User, you may not transport or allow inside your Vehicle individuals other than a User and any individuals authorized by such User, during the performance of Transportation Services for such User. You acknowledge and agree that all Users should be transported directly to their specified destination, as directed by the applicable User, without unauthorized interruption or unauthorized stops.

2.4 **Your Relationship with Company**. You acknowledge and agree that Company's provision to you of the Driver App and the Uber Services creates a direct business relationship between Company and you. Company does not, and shall not be deemed to, direct or control you generally or in your performance under this Agreement specifically, including in connection with your provision of Transportation Services, your acts or omissions, or your operation and maintenance of your Vehicle. You retain the sole right to determine when, where, and for how long you will utilize the Driver App or the Uber Services. You retain the option, via the Driver App, to attempt to accept or to decline or ignore a User's request for Transportation Services via the Uber Services, or to cancel an accepted request for Transportation Services via the Driver App, subject to Company's then-current cancellation policies. With the exception of any signage required by local law or permit/license requirements, Company shall have no right to require you to: (a) display Company's or any of its Affiliates' names, logos or colors on your Vehicle(s); or (b) wear a uniform or any other clothing displaying Company's or any of its Affiliates' names, logos or colors. You acknowledge and agree that you have complete discretion to provide services or otherwise engage in other business or employment activities. For the sake of clarity, you understand that you retain the complete right to; (i) use other software application services in addition to the Uber Services; and (ii) engage in any other occupation or business. Company retains the right to deactivate or otherwise restrict you from accessing or using the Driver App or the Uber Services in the event of a violation or alleged violation of this Agreement, your disparagement of Company or any of its Affiliates, your act or omission that causes harm to Company's or its Affiliates' brand, reputation or business as determined by Company in its sole discretion.

2.5 **Ratings**.

2.5.1 You acknowledge and agree that: (a) after receiving Transportation Services, a User will be prompted by Uber's mobile application to provide a rating of you and such Transportation Services and, optionally, to provide comments or feedback about you and such Transportation Services; and (b) after providing Transportation Services, you will be prompted by the Driver App to provide a rating of the User and, optionally, to provide comments or feedback about the User. You shall provide your ratings and feedback in good faith.

2.5.2 You acknowledge that Company desires that Users have access to high-quality services via Uber's mobile application. In order to continue to receive access to the Driver App and the Uber Services, you must maintain an average rating by Users that exceeds the minimum average acceptable rating established by Company for your Territory, as may be updated from time to time by Company in its sole discretion ("*Minimum Average Rating*"). Your average rating is intended to reflect Users' satisfaction with your

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Transportation Services rather than your compliance with any of Company's policies or recommendations. In the event your average rating falls below the Minimum Average Rating, Company will notify you and may provide you, in Company's discretion, a limited period of time to raise your average rating above the Minimum Average Rating. If you do not increase your average rating above the Minimum Average Rating within the time period allowed (if any), Company reserves the right to deactivate your access to the Driver App and the Uber Services. Additionally, you acknowledge that your repeated failure to accept User requests for Transportation Services while you are logged in to the Driver App creates a negative experience for Users of Uber's mobile application. If you do not wish to accept User requests for Transportation Services for a period of time, you agree that you will log off of the Driver App.

2.5.3 Company and its Affiliates reserve the right to use, share and display your and User ratings and comments in any manner in connection with the business of Company and its Affiliates without attribution to you or your approval. You acknowledge and agree that Company and its Affiliates are distributors (without any obligation to verify) and not publishers of your and User ratings and comments, provided that Company and its Affiliates reserve the right to edit or remove comments in the event that such comments include obscenities or other objectionable content, include an individual's name or other personal information, or violate any privacy laws, other applicable laws or Company's or its Affiliates' content policies.

2.6 **Devices**.

2.6.1 Company encourages you to use Your Device in providing Transportation Services. Otherwise, if you elect to use any Company Devices, Company will supply you upon request with Company Devices and provide the necessary wireless data plan for such Devices, provided that Company will require reimbursement from you for the costs associated with the wireless data plan of each Company Device and/or request a deposit for each Company Device. You agree that: (a) Company Devices may only be used for the purpose of enabling your access to the Uber Services; and (b) Company Devices may not be transferred, loaned, sold or otherwise provided in any manner to any party other than you. Company Devices shall at all times remain the property of Company, and upon termination of this Agreement or your termination or deactivation, you agree to return to Company the applicable Company Devices within ten (10) days. You agree that failure to timely return any Company Devices, or damage to Company Devices outside of "normal wear and tear," will result in the forfeiture of related deposits.

2.6.2 If you elect to use Your Devices: (i) you are responsible for the acquisition, cost and maintenance of Your Devices as well as any necessary wireless data plan; and (ii) Company shall make available the Driver App for installation on Your Device. Company hereby grants you a personal, non-exclusive, non-transferable license to install and use the Driver App on Your Device solely for the purpose of providing Transportation Services. You agree to not provide, distribute or share, or enable the provision, distribution or sharing of, the Driver App (or any data associated therewith) with any third party. The foregoing license grant shall immediately terminate and you will delete and fully remove the Driver App from the Driver-Provided Device in the event that you cease to provide Transportation Services using Your Device. You agree that: (i) use of the Driver App on Your Device requires an active data plan with a wireless carrier associated with Your Device, which data plan will be provided by you at your own

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expense; and (ii) use of the Driver App on Your Device as an interface with the Uber Services may consume very large amounts of data through the data plan. **COMPANY ADVISES THAT YOUR DEVICE ONLY BE USED UNDER A DATA PLAN WITH UNLIMITED OR VERY HIGH DATA USAGE LIMITS, AND COMPANY SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY FEES, COSTS, OR OVERAGE CHARGES ASSOCIATED WITH ANY DATA PLAN.**

2.7 **Location Based Services**. You acknowledge and agree that your geo-location information must be provided to the Uber Services via a Device in order to provide Transportation Services. You acknowledge and agree that: (a) your geo-location information may be obtained by the Uber Services while the Driver App is running; and (b) the approximate location of your Vehicle will be displayed to the User before and during the provision of Transportation Services to such User. In addition, Company and its Affiliates may monitor, track and share with third parties Driver's geo-location information obtained by the Driver App and Device for safety and security purposes.

3. **You and Your Vehicle**

3.1 **Your Requirements**. You acknowledge and agree that at all times, you shall: (a) hold and maintain (i) a valid driver's license with the appropriate level of certification to operate your Vehicle, and (ii) all licenses, permits, approvals and authority applicable to you that are necessary to provide passenger transportation services to third parties in the Territory; (b) possess the appropriate and current level of training, expertise and experience to provide Transportation Services in a professional manner with due skill, care and diligence; and (c) maintain high standards of professionalism, service and courtesy. You acknowledge and agree that you may be subject to certain background and driving record checks from time to time in order to qualify to provide, and remain eligible to provide, Transportation Services. You acknowledge and agree that Company reserves the right, at any time in Company's sole discretion, to deactivate or otherwise restrict you from accessing or using the Driver App or the Uber Services if you fail to meet the requirements set forth in this Agreement.

3.2 **Vehicle Requirements**. You acknowledge and agree that your Vehicle shall at all times be: (a) properly registered and licensed to operate as a passenger transportation vehicle in the Territory; (b) owned or leased by you, or otherwise in your lawful possession; (c) suitable for performing the passenger transportation services contemplated by this Agreement; and (d) maintained in good operating condition, consistent with industry safety and maintenance standards for a Vehicle of its kind and any additional standards or requirements in the applicable Territory, and in a clean and sanitary condition.

3.3 **Documentation**. To ensure your compliance with all requirements in Sections 3.1 and 3.2 above, you must provide Company with written copies of all such licenses, permits, approvals, authority, registrations and certifications prior to your provision of any Transportation Services. Thereafter, you must submit to Company written evidence of all such licenses, permits, approvals, authority, registrations and certifications as they are renewed. Company shall, upon request, be entitled to review such licenses, permits, approvals, authority, registrations and certifications from time to time, and your failure to provide or maintain any of the foregoing shall constitute a material breach of this Agreement. Company reserves the right to independently verify your documentation from time to time in any way Company deems appropriate in its reasonable discretion.

4. **Financial Terms**

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4.1 **Fare Calculation and Your Payment**. You are entitled to charge a fare for each instance of completed Transportation Services provided to a User that are obtained via the Uber Services (*"Fare"*), where such Fare is calculated based upon a base fare amount plus distance (as determined by Company using location-based services enabled through the Device) and/or time amounts, as detailed at www.uber.com/cities for the applicable Territory ("*Fare Calculation*"). You acknowledge and agree that the Fare provided under the Fare Calculation is the only payment you will receive in connection with the provision of Transportation Services, and that neither the Fare nor the Fare Calculation includes any gratuity. You are also entitled to charge User for any Tolls, taxes or fees incurred during the provision of Transportation Services, if applicable. You: (i) appoint Company as your limited payment collection agent solely for the purpose of accepting the Fare, applicable Tolls and, depending on the region and/or if requested by you, applicable taxes and fees from the User on your behalf via the payment processing functionality facilitated by the Uber Services; and (ii) agree that payment made by User to Company (or to an Affiliate of Company acting as an agent of Company) shall be considered the same as payment made directly by User to you. In addition, the parties acknowledge and agree that as between you and Company, the Fare is a recommended amount, and the primary purpose of the pre-arranged Fare is to act as the default amount in the event you do not negotiate a different amount. You shall always have the right to: (i) charge a fare that is less than the pre-arranged Fare; or (ii) negotiate, at your request, a Fare that is lower than the pre-arranged Fare (each of (i) and (ii) herein, a "*Negotiated Fare*"). Company shall consider all such requests from you in good faith. Company agrees to remit, or cause to be remitted, to you on at least a weekly basis: (a) the Fare less the applicable Service Fee; (b) the Tolls; and (c) depending on the region, certain taxes and ancillary fees. If you have separately agreed that other amounts may be deducted from the Fare prior to remittance to you (*e.g.*, vehicle financing payments, lease payments, mobile device usage charges, etc.), the order of any such deductions from the Fare shall be determined exclusively by Company (as between you and Company).

4.2 **Changes to Fare Calculation**. Company reserves the right to change the Fare Calculation at any time in Company's discretion based upon local market factors, and Company will provide you with notice in the event of changes to the base fare, per mile, and/or per minute amounts that would result in a change in the recommended Fare. Continued use of the Uber Services after any such change in the Fare Calculation shall constitute your consent to such change.

4.3 **Fare Adjustment.** Company reserves the right to: (i) adjust the Fare for a particular instance of Transportation Services (*e.g.*, you took an inefficient route, you failed to properly end a particular instance of Transportation Services in the Driver App, technical error in the Uber Services, etc.); or (ii) cancel the Fare for a particular instance of Transportation Services (*e.g.*, User is charged for Transportation Services that were not provided, in the event of a User complaint, fraud, etc.). Company's decision to reduce or cancel the Fare in any such manner shall be exercised in a reasonable manner.

4.4 **Service Fee**. In consideration of Company's provision of the Driver App and the Uber Services for your use and benefit hereunder, you agree to pay Company a service fee on a per Transportation Services transaction basis calculated as a percentage of the Fare determined by the Fare Calculation (regardless of any Negotiated Fare), as provided to you via email or otherwise made available electronically by Company from time to time for the applicable Territory ("*Service Fee*"). In the event regulations applicable to your Territory require taxes to be calculated on the Fare, Company shall calculate the Service Fee based on the Fare net of such taxes. Company reserves the right to change the Service Fee at any time in Company's discretion

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based upon local market factors, and Company will provide you with notice in the event of such change. Continued use of the Uber Services after any such change in the Service Fee calculation shall constitute your consent to such change.

4.5 **Cancellation Charges**. You acknowledge and agree that Users may elect to cancel requests for Transportation Services that have been accepted by you via the Driver App at any time prior to your arrival. In the event that a User cancels an accepted request for Transportation Services, Company may charge the User a cancellation fee on your behalf. If charged, this cancellation fee shall be deemed the Fare for the cancelled Transportation Services for the purpose of remittance to you hereunder ("*Cancellation Fee*"). The parties acknowledge and agree that as between you and Company, this Cancellation Fee is a recommended amount, and the primary purpose of such Cancellation Fee is to act as the default amount in the event you do not negotiate a different amount. You shall always have the right to: (i) charge a cancellation fee that is less than the Cancellation Fee; or (ii) negotiate, at your request, a cancellation fee that is lower than the Cancellation Fee (each of (i) and (ii) herein, a "*Negotiated Cancellation Fee*"). If charged, the Cancellation Fee (regardless of any Negotiated Cancellation Fee) shall be deemed the Fare for the cancelled Transportation Services for the purpose of remittance to you hereunder.

4.6 **Receipts**. As part of the Uber Services, Company provides you a system for the delivery of receipts to Users for Transportation Services rendered. Upon your completion of Transportation Services for a User, Company prepares an applicable receipt and issues such receipt to the User via email on your behalf. Such receipts are also provided to you via email or the online portal available to you through the Uber Services. Receipts include the breakdown of amounts charged to the User for Transportation Services and may include specific information about you, including your name, contact information and photo, as well as a map of the route you took. Any corrections to a User's receipt for Transportation Services must be submitted to Company in writing within three (3) business days after the completion of such Transportation Services. Absent such a notice, Company shall not be liable for any mistakes in or corrections to the receipt or for recalculation or disbursement of the Fare.

4.7 **No Additional Amounts**. You acknowledge and agree that, for the mutual benefit of the parties, through advertising and marketing, Company and its Affiliates may seek to attract new Users to Uber and to increase existing Users' use of Uber's mobile application. You acknowledge and agree such advertising or marketing does not entitle you to any additional monetary amounts beyond the amounts expressly set forth in this Agreement.

4.8 **Taxes**. You acknowledge and agree that you are required to: (a) complete all tax registration obligations and calculate and remit all tax liabilities related to your provision of Transportation Services as required by applicable law; and (b) provide Company with all relevant tax information. You further acknowledge and agree that you are responsible for taxes on your own income arising from the performance of Transportation Services. Notwithstanding anything to the contrary in this Agreement, Company may in its reasonable discretion based on applicable tax and regulatory considerations, collect and remit taxes resulting from your provision of Transportation Services and/or provide any of the relevant tax information you have provided pursuant to the foregoing requirements in this Section 4.8 directly to the applicable governmental tax authorities on your behalf or otherwise.

5. **Proprietary Rights; License**

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5.1 **License Grant**. Subject to the terms and conditions of this Agreement, Company hereby grants you a non-exclusive, non-transferable, non-sublicensable, non-assignable license, during the term of this Agreement, to use the Uber Services (including the Driver App on a Device) solely for the purpose of providing Transportation Services to Users and tracking resulting Fares and Fees. All rights not expressly granted to you are reserved by Company, its Affiliates and their respective licensors.

5.2 **Restrictions**. You shall not, and shall not allow any other party to: (a) license, sublicense, sell, resell, transfer, assign, distribute or otherwise provide or make available to any other party the Uber Services, Driver App or any Company Device in any way; (b) modify or make derivative works based upon the Uber Services or Driver App; (c) improperly use the Uber Services or Driver App, including creating Internet "links" to any part of the Uber Services or Driver App, "framing" or "mirroring" any part of the Uber Services or Driver App on any other websites or systems, or "scraping" or otherwise improperly obtaining data from the Uber Services or Driver App; (d) reverse engineer, decompile, modify, or disassemble the Uber Services or Driver App, except as allowed under applicable law; or (e) send spam or otherwise duplicative or unsolicited messages. In addition, you shall not, and shall not allow any other party to, access or use the Uber Services or Driver App to: (i) design or develop a competitive or substantially similar product or service; (ii) copy or extract any features, functionality, or content thereof; (iii) launch or cause to be launched on or in connection with the Uber Services an automated program or script, including web spiders, crawlers, robots, indexers, bots, viruses or worms, or any program which may make multiple server requests per second, or unduly burden or hinder the operation and/or performance of the Uber Services; or (iv) attempt to gain unauthorized access to the Uber Services or its related systems or networks.

5.3 **Ownership**. The Uber Services, Driver App and Company Data, including all intellectual property rights therein, and the Company Devices are and shall remain (as between you and Company) the property of Company, its Affiliates or their respective licensors. Neither this Agreement nor your use of the Uber Services, Driver App or Company Data conveys or grants to you any rights in or related to the Uber Services, Driver App or Company Data, except for the limited license granted above. Other than as specifically permitted by the Company in connection with the Uber Services, you are not permitted to use or reference in any manner Company's, its Affiliates', or their respective licensors' company names, logos, products and service names, trademarks, service marks, trade dress, copyrights or other indicia of ownership, alone and in combination with other letters, punctuation, words, symbols and/or designs (the "UBER Marks and Names") for any commercial purposes. You agree that you will not try to register or otherwise use and/or claim ownership in any of the UBER Marks and Names, alone or in combination with other letters, punctuation, words, symbols and/or designs, or in any confusingly similar mark, name or title, for any goods and services.

6. **Confidentiality**

6.1 Each party acknowledges and agrees that in the performance of this Agreement it may have access to or may be exposed to, directly or indirectly, confidential information of the other party ("*Confidential Information*"). Confidential Information includes Company Data, Driver IDs, User Information, and the transaction volume, marketing and business plans, business, financial, technical, operational and such other non-public information of each party (whether disclosed in writing or verbally) that such party designates as being proprietary or confidential or of which the other party should reasonably know that it should be treated as confidential.

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6.2 Each party acknowledges and agrees that: (a) all Confidential Information shall remain the exclusive property of the disclosing party; (b) it shall not use Confidential Information of the other party for any purpose except in furtherance of this Agreement; (c) it shall not disclose Confidential Information of the other party to any third party, except to its employees, officers, contractors, agents and service providers ("*Permitted Persons*") as necessary to perform under this Agreement, provided Permitted Persons are bound in writing to obligations of confidentiality and non-use of Confidential Information no less protective than the terms hereof; and (d) it shall return or destroy all Confidential Information of the disclosing party, upon the termination of this Agreement or at the request of the other party (subject to applicable law and, with respect to Company, its internal record-keeping requirements).

6.3 Notwithstanding the foregoing, Confidential Information shall not include any information to the extent it: (a) is or becomes part of the public domain through no act or omission on the part of the receiving party; (b) was possessed by the receiving party prior to the date of this Agreement without an obligation of confidentiality; (c) is disclosed to the receiving party by a third party having no obligation of confidentiality with respect thereto; or (d) is required to be disclosed pursuant to law, court order, subpoena or governmental authority, provided the receiving party notifies the disclosing party thereof and provides the disclosing party a reasonable opportunity to contest or limit such required disclosure.

7. **Privacy**

7.1 **Disclosure of Your Information**. Subject to applicable law, Company and its Affiliates may, but shall not be required to, provide to you, a User, an insurance company and/or relevant authorities and/or regulatory agencies any information (including personal information (*e.g.*, information obtained about you through any background check) and any Company Data) about you or any Transportation Services provided hereunder if: (a) there is a complaint, dispute or conflict, including an accident, between you and a User; (b) it is necessary to enforce the terms of this Agreement; (c) it is required, in Company's or any Affiliate's sole discretion, by applicable law or regulatory requirements (*e.g.*, Company or its Affiliates receive a subpoena, warrant, or other legal process for information); (d) it is necessary, in Company's or any Affiliate's sole discretion, to (1) protect the safety, rights, property or security of Company or its Affiliates, the Uber Services or any third party; (2) to protect the safety of the public for any reason including the facilitation of insurance claims related to the Uber Services; (3) to detect, prevent or otherwise address fraud, security or technical issues; (4) to prevent or stop activity which Company or any of its Affiliates, in their sole discretion, may consider to be, or to pose a risk of being, an illegal, unethical, or legally actionable activity); or (e) it is required or necessary, in Company's or any Affiliate's sole discretion, for insurance or other purposes related to your ability to qualify, or remain qualified, to use the Uber Services. You understand that Company may retain your personal data for legal, regulatory, safety and other necessary purposes after this Agreement is terminated.

7.2 Company and its Affiliates may collect your personal data during the course of your application for, and use of, the Uber Services, or may obtain information about you from third parties. Such information may be stored, processed, transferred, and accessed by Company and its Affiliates, third parties, and service providers for business purposes, including for marketing, lead generation, service development and improvement, analytics, industry and market research, and such other purposes consistent with Company's and its Affiliates' legitimate business needs. You expressly consent to such use of personal data.

8. **Insurance**

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8.1 You agree to maintain during the term of this Agreement on all Vehicles operated by you under this Agreement automobile liability insurance that provides protection against bodily injury and property damage to third parties at levels of coverage that satisfy the minimum requirements to operate a private passenger vehicle on the public roads within the Territory. This coverage must also include any no-fault coverage required by law in the Territory that may not be waived by an insured. You agree to provide Company and its Affiliates a copy of the insurance policy, policy declarations, proof of insurance identification card and proof of premium payment for the insurance policy required in this Section 8.1 upon request. Furthermore, you must provide Company with written notice of cancellation of any insurance policy required by Company. Company shall have no right to control your selection or maintenance of your policy. You must be a named insured or individually rated driver, for which a premium is charged, on the insurance policy required in this Section 8.1 at all times.

8.2 **You agree to maintain during the term of this Agreement workers' compensation insurance as required by all applicable laws in the Territory. If permitted by applicable law, you may choose to insure yourself against industrial injuries by maintaining occupational accident insurance in place of workers' compensation insurance. Furthermore, if permitted by applicable law, you may choose not to insure yourself against industrial injuries at all, but do so at your own risk.**

8.3 You understand and acknowledge that your personal automobile insurance policy may not afford liability, comprehensive, collision, medical payments, personal injury protection, uninsured motorist, underinsured motorist, or other coverage for the Transportation Services you provide pursuant to this Agreement. If you have any questions or concerns about the scope or applicability of your own insurance coverage, it is your responsibility, not that of Company, to resolve them with your insurer(s).

8.4 Company may maintain during the term of this Agreement insurance related to your provision of Transportation Services as determined by Company in its reasonable discretion or as described in a City Addendum, provided that Company and its Affiliates are not required to provide you with any specific insurance coverage for any loss to you or your Vehicle. You are required to promptly notify Company of any accidents that occur while providing Transportation Services and to cooperate and provide all necessary information related thereto.

9. **Representations and Warranties; Disclaimers**

9.1 **By You**. You hereby represent and warrant that: (a) you have full power and authority to enter into this Agreement and perform your obligations hereunder; (b) you have not entered into, and during the term will not enter into, any agreement that would prevent you from complying with this Agreement; and (c) you will comply with all applicable laws in your performance of this Agreement, including holding and complying with all permits, licenses, registrations and other governmental authorizations necessary to provide (i) Transportation Services using the Vehicles pursuant to this Agreement, and (ii) passenger transportation services to third parties in the Territory generally.

9.2 **Disclaimer of Warranties**. COMPANY AND ITS AFFILIATES PROVIDE, AND YOU ACCEPT, THE UBER SERVICES, DRIVER APP AND THE COMPANY DEVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS. COMPANY AND ITS AFFILIATES DO NOT REPRESENT, WARRANT OR GUARANTEE THAT YOUR ACCESS TO OR USE OF THE UBER SERVICES, DRIVER APP OR THE COMPANY DEVICES: (A) WILL BE UNINTERRUPTED OR ERROR FREE; OR (B) WILL RESULT IN ANY REQUESTS FOR TRANSPORTATION

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SERVICES. COMPANY AND ITS AFFILIATES FUNCTION AS AN ON-DEMAND LEAD GENERATION AND RELATED SERVICE ONLY AND MAKE NO REPRESENTATIONS, WARRANTIES OR GUARANTEES AS TO THE ACTIONS OR INACTIONS OF THE USERS WHO MAY REQUEST OR RECEIVE TRANSPORTATION SERVICES FROM YOU, AND COMPANY AND ITS AFFILIATES DO NOT SCREEN OR OTHERWISE EVALUATE USERS. BY USING THE UBER SERVICES AND DRIVER APP, YOU ACKNOWLEDGE AND AGREE THAT YOU MAY BE INTRODUCED TO A THIRD PARTY THAT MAY POSE HARM OR RISK TO YOU OR OTHER THIRD PARTIES. YOU ARE ADVISED TO TAKE REASONABLE PRECAUTIONS WITH RESPECT TO INTERACTIONS WITH THIRD PARTIES ENCOUNTERED IN CONNECTION WITH THE USE OF THE UBER SERVICES OR DRIVER APP.NOTWITHSTANDING COMPANY'S APPOINTMENT AS THE LIMITED PAYMENT COLLECTION AGENT OF YOU FOR THE PURPOSE OF ACCEPTING PAYMENT FROM USERS ON YOUR BEHALF AS SET FORTH IN SECTION 4 ABOVE, COMPANY AND ITS AFFILIATES EXPRESSLY DISCLAIM ALL LIABILITY FOR ANY ACT OR OMISSION OF YOU, ANY USER OR OTHER THIRD PARTY.

9.3 **No Service Guarantee**. COMPANY AND ITS AFFILIATES DO NOT GUARANTEE THE AVAILABILITY OR UPTIME OF THE UBER SERVICES OR DRIVER APP. YOU ACKNOWLEDGE AND AGREE THAT THE UBER SERVICES OR DRIVER APP MAY BE UNAVAILABLE AT ANY TIME AND FOR ANY REASON (*e.g.*, DUE TO SCHEDULED MAINTENANCE OR NETWORK FAILURE). FURTHER, THE UBER SERVICES OR DRIVER APP MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS, AND COMPANY AND ITS AFFILIATES ARE NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGES, LIABILITIES OR LOSSES RESULTING FROM SUCH PROBLEMS.

10. **Indemnification**. You shall indemnify, defend (at Company's option) and hold harmless Company and its Affiliates and their respective officers, directors, employees, agents, successors and assigns from and against any and all liabilities, expenses (including legal fees), damages, penalties, fines, social security contributions and taxes arising out of or related to: (a) your breach of your representations, warranties or obligations under this Agreement; or (b) a claim by a third party (including Users, regulators and governmental authorities) directly or indirectly related to your provision of Transportation Services or use of the Uber Services. This indemnification provision shall not apply to your breach of any representations regarding your status as an independent contractor.

11. **Limits of Liability.** COMPANY AND ITS AFFILIATES SHALL NOT BE LIABLE UNDER OR RELATED TO THIS AGREEMENT FOR ANY OF THE FOLLOWING, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES: (i) ANY INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES OF ANY TYPE OR KIND; OR (ii) YOUR OR ANY THIRD PARTY'S PROPERTY DAMAGE, OR LOSS OR INACCURACY OF DATA, OR LOSS OF BUSINESS, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE. EXCEPT FOR COMPANY'S OBLIGATIONS TO PAY AMOUNTS DUE TO YOU PURSUANT TO SECTION 4 ABOVE, BUT SUBJECT TO ANY LIMITATIONS OR OTHER PROVISIONS CONTAINED IN THIS AGREEMENT WHICH ARE APPLICABLE THERETO, IN NO EVENT SHALL THE LIABILITY OF COMPANY OR ITS AFFILIATES UNDER THIS AGREEMENT EXCEED THE AMOUNT OF SERVICE FEES ACTUALLY PAID TO OR DUE TO COMPANY HEREUNDER IN THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM.

12. **Term and Termination**

12.1 **Term**. This Agreement shall commence on the date accepted by you and shall continue until terminated as set forth herein.

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12.2 **Termination**. Either party may terminate this Agreement: (a) without cause at any time upon seven (7) days prior written notice to the other party; (b) immediately, without notice, for the other party's material breach of this Agreement; or (c) immediately, without notice, in the event of the insolvency or bankruptcy of the other party, or upon the other party's filing or submission of request for suspension of payment (or similar action or event) against the terminating party. In addition, Company may terminate this Agreement or deactivate your Driver ID immediately, without notice, with respect to you in the event you no longer qualify, under applicable law or the standards and policies of Company and its Affiliates, to provide Transportation Services or to operate the Vehicle, or as otherwise set forth in this Agreement.

12.3 **Effect of Termination**. Upon termination of the Agreement, you shall: (a) promptly return to Company all Company Devices; and (b) immediately delete and fully remove the Driver App from any of Your Devices. Outstanding payment obligations and Sections 1, 2.3, 2.5.3, 4.7, 4.8, 5.3, 6, 7, 9, 10, 11, 12.3, 13, 14 and 15 shall survive the termination of this Agreement.

13. **Relationship of the Parties**

13.1 **Except as otherwise expressly provided herein with respect to Company acting as the limited payment collection agent solely for the purpose of collecting payment from Users on your behalf, the relationship between the parties under this Agreement is solely that of independent contracting parties. The parties expressly agree that: (a) this Agreement is not an employment agreement, nor does it create an employment relationship, between Company and you; and (b) no joint venture, partnership, or agency relationship exists between Company and you**.

13.2 You have no authority to bind Company or its Affiliates and you undertake not to hold yourself out as an employee, agent or authorized representative of Company or its Affiliates. Where, by implication of mandatory law or otherwise, you may be deemed an agent or representative of Company, you undertake and agree to indemnify, defend (at Company's option) and hold Company and its Affiliates harmless from and against any claims by any person or entity based on such implied agency or representative relationship.

14. **Miscellaneous Terms**

14.1 **Modification**. In the event Company modifies the terms and conditions of this Agreement at any time, such modifications shall be binding on you only upon your acceptance of the modified Agreement. Company reserves the right to modify any information referenced at hyperlinks from this Agreement from time to time. You hereby acknowledge and agree that, by using the Uber Services, or downloading, installing or using the Driver App, you are bound by any future amendments and additions to information referenced at hyperlinks herein, or documents incorporated herein, including with respect to Fare Calculations. Continued use of the Uber Services or Driver App after any such changes shall constitute your consent to such changes. Unless changes are made to the arbitration provisions herein, you acknowledge and agree that modification of this Agreement does not create a renewed opportunity to opt out of arbitration.

14.2 **Supplemental Terms**. Supplemental terms may apply to your use of the Uber Services, such as use policies or terms related to certain features and functionality, which may be modified from time to time ("*Supplemental Terms*"). You may be presented with certain Supplemental Terms from time to time. Supplemental Terms are in addition to, and shall be deemed a part of, this Agreement. Supplemental Terms shall prevail over this Agreement in the event of a conflict.

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14.3 **Severability**. If any provision of this Agreement is or becomes invalid or non-binding, the parties shall remain bound by all other provisions hereof. In that event, the parties shall replace the invalid or non-binding provision with provisions that are valid and binding and that have, to the greatest extent possible, a similar effect as the invalid or non-binding provision, given the contents and purpose of this Agreement.

14.4 **Assignment**. Neither party shall assign or transfer this Agreement or any of its rights or obligations hereunder, in whole or in part, without the prior written consent of the other party; provided that Company may assign or transfer this Agreement or any or all of its rights or obligations under this Agreement from time to time without consent: (a) to an Affiliate; or (b) to an acquirer of all or substantially all of Company's business, equity or assets.

14.5 **Entire Agreement**. This Agreement, including all Supplemental Terms, constitutes the entire agreement and understanding of the parties with respect to its subject matter and replaces and supersedes all prior or contemporaneous agreements or undertakings regarding such subject matter. In this Agreement, the words "including" and "include" mean "including, but not limited to." The recitals form a part of this Agreement.

14.6 **No Third Party Beneficiaries**. There are no third party beneficiaries to this Agreement, except as expressly set forth in the Arbitration Provision in Section 15.3. Nothing contained in this Agreement is intended to or shall be interpreted to create any third-party beneficiary claims.

14.7 **Notices**. Any notice delivered by Company to you under this Agreement will be delivered by email to the email address associated with your account or by posting on the portal available to you on the Uber Services. Any notice delivered by you to Company under this Agreement will be delivered by contacting Company at http://partners.uber.com in the "Contact Us" section. Additional Territory-specific notices may be required from time to time.

15. **Governing Law; Arbitration**

15.1 The choice of law provisions contained in this Section 15.1 do not apply to the arbitration clause contained in Section 15.3, such arbitration clause being governed by the Federal Arbitration Act. Accordingly, and except as otherwise stated in Section 15.3, the interpretation of this Agreement shall be governed by California law, without regard to the choice or conflicts of law provisions of any jurisdiction. Any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Uber Services that are not subject to the arbitration clause contained in Section 15.3 shall be subject to the exclusive jurisdiction of the state and federal courts located in the City and County of San Francisco, California. However, neither the choice of law provision regarding the interpretation of this Agreement nor the forum selection provision is intended to create any other substantive right to non-Californians to assert claims under California law whether that be by statute, common law, or otherwise. These provisions, and except as otherwise provided in Section 15.3, are only intended to specify the use of California law to interpret this Agreement and the forum for disputes asserting a breach of this Agreement, and these provisions shall not be interpreted as generally extending California law to you if you do not otherwise reside or provide services in California. The foregoing choice of law and forum selection provisions do not apply to the arbitration clause in Section 15.3 or to any arbitrable disputes as defined therein. Instead, as described in Section 15.3, the Federal Arbitration Act shall apply to any such disputes. The failure of Company to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless

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acknowledged and agreed to by Uber in writing.

15.2 Other than disputes regarding the intellectual property rights of the parties and other claims identified in Section 15.3.ii, any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Uber Services shall be subject to arbitration pursuant to Section 15.3.

15.3 Arbitration Provision

Important Note Regarding this Arbitration Provision:

- Except as provided below, arbitration does not limit or affect the legal claims you may bring against the Company. Agreeing to arbitration only affects where any such claims may be brought and how they will be resolved.
- Arbitration is a process of private dispute resolution that does not involve the civil courts, a civil judge, or a jury. Instead, the parties' dispute is decided by a private arbitrator selected by the parties using the process set forth herein. Other arbitration rules and procedures are also set forth herein.
- Unless the law requires otherwise, as determined by the Arbitrator based upon the circumstances presented, you will be required to split the cost of any arbitration with the Company.
- IMPORTANT: This Arbitration Provision will require you to resolve any claim that you may have against the Company or Uber on an individual basis, except as provided below, pursuant to the terms of the Agreement unless you choose to opt out of the Arbitration Provision. Except as provided below, this provision will preclude you from bringing any class, collective, or representative action (other than actions under the Private Attorneys General Act of 2004 ("PAGA"), California Labor Code § 2698 et seq. ("PAGA")) against the Company or Uber, and also precludes you from participating in or recovering relief under any current or future class, collective, or representative (non-PAGA) action brought against the Company or Uber by someone else.
    - ***Cases have been filed against Company or Uber and may be filed in the future involving claims by users of the Service, including by drivers. You should assume that there are now, and may be in the future, lawsuits against the Company or Uber alleging class, collective, and/or representative (non-***

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PAGA) claims on your behalf, including but not limited to claims for tips, reimbursement of expenses, and employment status. Such claims, if successful, could result in some monetary recovery to you. ***(THESE CASES NOW INCLUDE, FOR EXAMPLE, YUCESOY ET AL. V. UBER TECHNOLOGIES, INC., ET AL., CASE NO. 3:15-CV-00262(NORTHERN DISTRICT OF CALIFORNIA); IN RE UBER FCRA LITIGATION, CASE NO. 14-CV-05200-EMC (NORTHERN DISTRICT OF CALIFORNIA); AND O'CONNOR V. UBER TECHNOLOGIES, INC., ET AL., CASE NO. CV 13-03826-EMC (NORTHERN DISTRICT OF CALIFORNIA).The contact information for plaintiffs' counsel in the O'Connor matter is as follows: Shannon Liss-Riordan, Lichten & Liss-Riordan, P.C., 100 Cambridge Street, 20th Floor, Boston, MA 02114, Telephone: (617) 994-5800, Fax: (617) 994-5801, email: sliss@llrlaw.com.)***

- **The mere existence of such class, collective, and/or representative lawsuits, however, does not mean that such lawsuits will ultimately succeed. But if you do agree to arbitration with the Company, you are agreeing in advance, except as otherwise provided, that you will not participate in and, therefore, will not seek to recover monetary or other relief under any such class, collective, and/or representative (non-PAGA) lawsuit, except as provided below.**

- **However, as discussed above and except as provided below, if you agree to arbitration, you will not be precluded from bringing your claims against the Company or Uber in an individual arbitration proceeding. If successful on such claims, you could be awarded money or other relief by an arbitrator (subject to splitting the cost of arbitration as mentioned above).**

WHETHER TO AGREE TO ARBITRATION IS AN IMPORTANT BUSINESS DECISION. IT IS YOUR DECISION TO MAKE, AND YOU SHOULD NOT RELY SOLELY UPON THE INFORMATION PROVIDED IN THIS AGREEMENT AS IT IS NOT INTENDED TO CONTAIN A COMPLETE EXPLANATION OF THE CONSEQUENCES OF ARBITRATION. YOU SHOULD TAKE REASONABLE STEPS TO CONDUCT FURTHER

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RESEARCH AND TO CONSULT WITH OTHERS — INCLUDING BUT NOT LIMITED TO AN ATTORNEY — REGARDING THE CONSEQUENCES OF YOUR DECISION, JUST AS YOU WOULD WHEN MAKING ANY OTHER IMPORTANT BUSINESS OR LIFE DECISION.

i. How This Arbitration Provision Applies.

This Arbitration Provision is governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq. (the "FAA") and evidences a transaction involving interstate commerce. This Arbitration Provision applies to any dispute arising out of or related to this Agreement or termination of the Agreement and survives after the Agreement terminates. Nothing contained in this Arbitration Provision shall be construed to prevent or excuse you from utilizing any informal procedure for resolution of complaints established in this Agreement (if any), and this Arbitration Provision is not intended to be a substitute for the utilization of such procedures.

Except as it otherwise provides, this Arbitration Provision is intended to apply to the resolution of disputes that otherwise would be resolved in a court of law or before any forum other than arbitration, with the exception of proceedings that must be exhausted under applicable law before pursuing a claim in a court of law or in any forum other than arbitration. Except as it otherwise provides, this Arbitration Provision requires all such disputes to be resolved only by an arbitrator through final and binding arbitration on an individual basis only and not by way of court or jury trial, or by way of class, collective, or representative action.

Except as provided in Section 15.3(v), below, regarding the Class Action Waiver, such disputes include without limitation disputes arising out of or relating to interpretation or application of this Arbitration Provision, including the enforceability, revocability or validity of the Arbitration Provision or any portion of the Arbitration Provision. All such matters shall be decided by an Arbitrator and not by a court or judge. However, as set forth below, the preceding sentences shall not apply to disputes relating to the interpretation or application of the Class Action Waiver or PAGA Waiver below, including their enforceability, revocability or validity.

Except as it otherwise provides, this Arbitration Provision also applies, without limitation, to all disputes between You and the Company or Uber, as well as all disputes between You and the Company's or Uber's fiduciaries, administrators, affiliates, subsidiaries, parents, and all successors and assigns of any of them, including but not limited to any disputes arising out of or related to this Agreement and disputes arising out of or related to your relationship with the Company, including termination of the relationship. This Arbitration Provision also applies, without limitation, to disputes regarding any city, county, state or federal wage-hour law, trade secrets, unfair competition, compensation, breaks and rest periods, expense reimbursement, termination, harassment and claims arising under the Uniform Trade Secrets Act, Civil Rights Act of 1964, Americans With Disabilities Act, Age Discrimination in Employment Act, Family Medical Leave Act, Fair Labor Standards Act, Employee Retirement Income Security Act (except for individual claims for employee benefits under any benefit plan sponsored by the Company and covered by the Employee Retirement Income Security Act of 1974 or funded by insurance), Genetic Information Non-Discrimination Act, and state statutes, if any, addressing the same or similar subject matters, and all other similar federal and state statutory and common law claims.

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This Agreement is intended to require arbitration of every claim or dispute that lawfully can be arbitrated, except for those claims and disputes which by the terms of this Agreement are expressly excluded from the Arbitration Provision.

Uber Technologies, Inc. is an intended, third party beneficiary of this Agreement.

ii. Limitations On How This Agreement Applies.

The disputes and claims set forth below shall not be subject to arbitration and the requirement to arbitrate set forth in this Arbitration Provision shall not apply:

A representative action brought on behalf of others under the Private Attorneys General Act of 2004 ("PAGA"), California Labor Code § 2698 et seq., to the extent waiver of such a claim is deemed unenforceable by a court of competent jurisdiction;

Claims for workers compensation, state disability insurance and unemployment insurance benefits;

Regardless of any other terms of this Agreement, nothing prevents you from making a report to or filing a claim or charge with the Equal Employment Opportunity Commission, U.S. Department of Labor, Securities Exchange Commission, National Labor Relations Board, or Office of Federal Contract Compliance Programs, and nothing in this Agreement or Arbitration Provision prevents the investigation by a government agency of any report, claim or charge otherwise covered by this Arbitration Provision. Nothing in this Arbitration Provision shall be deemed to preclude or excuse a party from bringing an administrative claim before any agency in order to fulfill the party's obligation to exhaust administrative remedies before making a claim in arbitration;

Disputes that may not be subject to a predispute arbitration agreement pursuant to applicable Federal law or Executive Order are excluded from the coverage of this Arbitration Provision;

Disputes regarding your, the Company's, or Uber's intellectual property rights;

This Arbitration Provision shall not be construed to require the arbitration of any claims against a contractor that may not be the subject of a mandatory arbitration agreement as provided by section 8116 of the Department of Defense ("DoD") Appropriations Act for Fiscal Year 2010 (Pub. L. 111-118), section 8102 of the Department of Defense ("DoD") Appropriations Act for Fiscal Year 2011 (Pub. L. 112-10, Division A), and their implementing regulations, or any successor DoD appropriations act addressing the arbitrability of claims.

iii. Selecting The Arbitrator and Location of the Arbitration.

The Arbitrator shall be selected by mutual agreement of the Company and you. Unless you and the Company mutually agree otherwise, the Arbitrator shall be an attorney licensed to practice in the location where the arbitration proceeding will be conducted or a retired federal or state judicial officer who presided in the jurisdiction where the arbitration will be conducted. If the Parties cannot agree on an Arbitrator, then an arbitrator will be selected using the alternate strike method from a list of five (5) neutral arbitrators provided by JAMS (Judicial Arbitration & Mediation Services). You will have the option of making the first strike. If a JAMS arbitrator is used, then the JAMS Streamlined Arbitration Rules & Procedures rules will apply; however, if there is a conflict between the JAMS Rules and this Agreement, this Agreement shall govern. Those rules are available here:

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http://www.jamsadr.com/rules-streamlined-arbitration/

The location of the arbitration proceeding shall be no more than 45 miles from the place where you last provided transportation services under this Agreement, unless each party to the arbitration agrees in writing otherwise.

iv. Starting The Arbitration.

All claims in arbitration are subject to the same statutes of limitation that would apply in court. The party bringing the claim must demand arbitration in writing and deliver the written demand by hand or first class mail to the other party within the applicable statute of limitations period. The demand for arbitration shall include identification of the Parties, a statement of the legal and factual basis of the claim(s), and a specification of the remedy sought. Any demand for arbitration made to the Company or Uber shall be provided to Legal, Rasier, LLC, 1455 Market St., Ste. 400, San Francisco CA 94103. The arbitrator shall resolve all disputes regarding the timeliness or propriety of the demand for arbitration. A party may apply to a court of competent jurisdiction for temporary or preliminary injunctive relief in connection with an arbitrable controversy, but only upon the ground that the award to which that party may be entitled may be rendered ineffectual without such provisional relief.

v. How Arbitration Proceedings Are Conducted.

In arbitration, the Parties will have the right to conduct adequate civil discovery, bring dispositive motions, and present witnesses and evidence as needed to present their cases and defenses, and any disputes in this regard shall be resolved by the Arbitrator.

You and the Company agree to resolve any dispute that is in arbitration on an individual basis only, and not on a class, collective action, or representative basis ("Class Action Waiver"). The Arbitrator shall have no authority to consider or resolve any claim or issue any relief on any basis other than an individual basis. The Arbitrator shall have no authority to consider or resolve any claim or issue any relief on a class, collective, or representative basis. Notwithstanding any other provision of this Agreement, the Arbitration Provision or the JAMS Streamlined Arbitration Rules & Procedures, disputes regarding the enforceability, revocability or validity of the Class Action Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator. In any case in which (1) the dispute is filed as a class, collective, or representative action and (2) there is a final judicial determination that all or part of the Class Action Waiver unenforceable, the class, collective, and/or representative action to that extent must be litigated in a civil court of competent jurisdiction, but the portion of the Class Action Waiver that is enforceable shall be enforced in arbitration.

While the Company will not take any retaliatory action in response to any exercise of rights you may have under Section 7 of the National Labor Relations Act, if any, the Company shall not be precluded from moving to enforce its rights under the FAA to compel arbitration on the terms and conditions set forth in this Agreement.

Private Attorneys General Act.

Notwithstanding any other provision of this Agreement or the Arbitration Provision, to the extent permitted by law, (1) **You and Company agree not to bring a representative action on behalf of others under the Private Attorneys General Act of 2004 ("PAGA"), California Labor Code § 2698 et seq., in any court or in arbitration**, and (2) for any claim brought on a private attorney general basis—i.e., where

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you are seeking to pursue a claim on behalf of a government entity—both you and Company agree that any such dispute shall be resolved in arbitration on an individual basis only (i.e., to resolve whether you have personally been aggrieved or subject to any violations of law), and that such an action may not be used to resolve the claims or rights of other individuals in a single or collective proceeding (i.e., to resolve whether other individuals have been aggrieved or subject to any violations of law) ("PAGA Waiver"). Notwithstanding any other provision of this Agreement or the Arbitration Provision, the validity of the PAGA Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator. If any provision of the PAGA Waiver is found to be unenforceable or unlawful for any reason, (1) the unenforceable provision shall be severed from this Agreement; (2) severance of the unenforceable provision shall have no impact whatsoever on the Arbitration Provision or the Parties' attempt to arbitrate any remaining claims on an individual basis pursuant to the Arbitration Provision; and (3) any representative action brought under PAGA on behalf of others must be litigated in a civil court of competent jurisdiction and not in arbitration. To the extent that there are any claims to be litigated in a civil court of competent jurisdiction because a civil court of competent jurisdiction determines that the PAGA Waiver is unenforceable with respect to those claims, the Parties agree that litigation of those claims shall be stayed pending the outcome of any individual claims in arbitration.

vi. Paying For The Arbitration.

Each party will pay the fees for his, her or its own attorneys, subject to any remedies to which that party may later be entitled under applicable law (i.e., a party prevails on a claim that provides for the award of reasonable attorney fees to the prevailing party). In all cases where required by law, the Company will pay the Arbitrator's and arbitration fees. If under applicable law the Company is not required to pay all of the Arbitrator's and/or arbitration fees, such fee(s) will be apportioned equally between the Parties or as otherwise required by applicable law. However, you will not be required to bear any type of fee or expense that you would not be required to bear if you had filed the action in a court of law. Any disputes in that regard will be resolved by the Arbitrator as soon as practicable after the Arbitrator is selected, and Company shall bear all of the Arbitrator's and arbitration fees until such time as the Arbitrator resolves any such dispute.

vii. The Arbitration Hearing And Award.

The Parties will arbitrate their dispute before the Arbitrator, who shall confer with the Parties regarding the conduct of the hearing and resolve any disputes the Parties may have in that regard. Within 30 days of the close of the arbitration hearing, or within a longer period of time as agreed to by the Parties or as ordered by the Arbitrator, any party will have the right to prepare, serve on the other party and file with the Arbitrator a brief. The Arbitrator may award any party any remedy to which that party is entitled under applicable law, but such remedies shall be limited to those that would be available to a party in his or her individual capacity in a court of law for the claims presented to and decided by the Arbitrator, and no remedies that otherwise would be available to an individual in a court of law will be forfeited by virtue of this Arbitration Provision. The Arbitrator will issue a decision or award in writing, stating the essential findings of fact and conclusions of law. A court of competent jurisdiction shall have the authority to enter a judgment upon the award made pursuant to the arbitration. The Arbitrator shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected on appeal to a court of competent jurisdiction for any such error.

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viii. **Your Right To Opt Out Of Arbitration.**

Arbitration is not a mandatory condition of your contractual relationship with the Company. If you do not want to be subject to this Arbitration Provision, you may opt out of this Arbitration Provision by notifying the Company in writing of your desire to opt out of this Arbitration Provision, either by (1) sending, within 30 days of the date this Agreement is executed by you, electronic mail to optout@uber.com, stating your name and intent to opt out of the Arbitration Provision or (2) by sending a letter by U.S. Mail, or by any nationally recognized delivery service (*e.g*, UPS, Federal Express, etc.), or by hand delivery to:

Legal
Rasier, LLC
1455 Market St., Ste. 400
San Francisco CA 94103

In order to be effective, the letter under option (2) must clearly indicate your intent to opt out of this Arbitration Provision, and must be dated and signed. The envelope containing the signed letter must be received (if delivered by hand) or post-marked within 30 days of the date this Agreement is executed by you. Your writing opting out of this Arbitration Provision, whether sent by (1) or (2), will be filed with a copy of this Agreement and maintained by the Company. Should you not opt out of this Arbitration Provision within the 30-day period, you and the Company shall be bound by the terms of this Arbitration Provision. You have the right to consult with counsel of your choice concerning this Arbitration Provision. You understand that you will not be subject to retaliation if you exercise your right to assert claims or opt-out of coverage under this Arbitration Provision.

ix. Full and Complete Agreement Related to Formal Resolution of Disputes; Enforcement Of This Agreement.

This Arbitration Provision is the full and complete agreement relating to the formal resolution of disputes arising out of this Agreement. Except as stated in subsection v, above, in the event any portion of this Arbitration Provision is deemed unenforceable, the remainder of this Arbitration Provision will be enforceable.

By clicking "I accept", you expressly acknowledge that you have read, understood, and taken steps to thoughtfully consider the consequences of this Agreement, that you agree to be bound by the terms and conditions of the Agreement, and that you are legally competent to enter into this Agreement with Company.

First Name	***Last Name***	***Sign-up Timestamp***	***Sign-up Form***
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LEGAL

TERMS AND CONDITIONS

UNITED STATES

Last Updated: April 8, 2015

1. CONTRACTUAL RELATIONSHIP

These Terms of Use ("*Terms*") govern the access or use by you, an individual, from within the United States and its territories and possessions of applications, websites, content, products, and services (the "*Services*") made available in the United States and its territories and possessions by Uber USA, LLC and its subsidiaries and affiliates (collectively, "*Uber*"). PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING OR USING THE SERVICES. In these Terms, the words "including" and "include" mean "including, but not limited to."

Your access and use of the Services constitutes your agreement to be bound by these Terms, which establishes a contractual relationship between you and Uber. If you do not agree to these Terms, you may not access or use the Services. These Terms expressly supersede prior agreements or arrangements with you. Uber may immediately terminate these Terms or any Services with respect to you, or generally cease offering or deny access to the Services or any portion thereof, at any time for any reason.

Supplemental terms may apply to certain Services, such as policies for a particular event, activity or promotion, and such supplemental terms will be disclosed to you in connection with the applicable Service(s). Supplemental terms are in addition to, and shall be deemed a part of, the Terms for the purposes of the applicable Service(s). Supplemental terms shall prevail over these Terms in the event of a conflict with respect to the applicable Services.

Uber may amend the Terms related to the Services from time to time. Amendments will be effective upon Uber's posting of such updated Terms at this location or the amended policies or

supplemental terms on the applicable Service(s). Your continued access or use of the Services after such posting constitutes your consent to be bound by the Terms, as amended.

Our collection and use of personal information in connection with the Services is as provided in Uber's Privacy Policy located at https://www.uber.com/legal/usa/privacy (https://www.uber.com/legal/usa/privacy).

2. THE SERVICES

The Services constitute a technology platform that enables users of Uber's mobile applications or websites provided as part of the Services (each, an "*Application*") to arrange and schedule transportation and/or logistics services with third party providers of such services, including independent third party transportation providers and third party logistics providers under agreement with Uber or certain of Uber's affiliates ("*Third Party Providers*"). Unless otherwise agreed by Uber in a separate written agreement with you, the Services are made available solely for your personal, noncommercial use. YOU ACKNOWLEDGE THAT UBER DOES NOT PROVIDE TRANSPORTATION OR LOGISTICS SERVICES OR FUNCTION AS A TRANSPORTATION CARRIER.

LICENSE.

Subject to your compliance with these Terms, Uber grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferrable license to: (i) access and use the Applications on your personal device solely in connection with your use of the Services; and (ii) access and use any content, information and related materials that may be made available through the Services, in each case solely for your personal, noncommercial use. Any rights not expressly granted herein are reserved by Uber and Uber's licensors.

RESTRICTIONS.

You may not: (i) remove any copyright, trademark or other proprietary notices from any portion of the Services; (ii) reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services except as expressly permitted by Uber; (iii) decompile, reverse engineer or disassemble the Services except as may be permitted by applicable law; (iv) link to, mirror or frame any portion of the Services; (v) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Services or unduly burdening or hindering the operation and/or functionality of any aspect of the Services; or (vi) attempt to gain unauthorized access to or impair any aspect of the Services or its related systems or networks.

PROVISION OF THE SERVICES.

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You acknowledge that portions of the Services may be made available under Uber's various brands or request options associated with transportation or logistics, including the transportation request brands currently referred to as "*Uber*," "*uberX,*" "*uberXL*," "*UberBLACK,*" "*UberSUV*" and "*UberLUX*" and the logistics request brands currently referred to as "*UberRUSH*," "*UberFRESH*" and "*UberEATS*". You also acknowledge that the Services may be made available under such brands or request options by or in connection with: (i) certain of Uber's subsidiaries and affiliates; or (ii) independent Third Party Providers, including Transportation Network Company drivers, Transportation Charter Permit holders or holders of similar transportation permits, authorizations or licenses.

THIRD PARTY SERVICES AND CONTENT.

The Services may be made available or accessed in connection with third party services and content (including advertising) that Uber does not control. You acknowledge that different terms of use and privacy policies may apply to your use of such third party services and content. Uber does not endorse such third party services and content and in no event shall Uber be responsible or liable for any products or services of such third party providers. Additionally, Apple Inc., Google, Inc., Microsoft Corporation or BlackBerry Limited will be a third-party beneficiary to this contract if you access the Services using Applications developed for Apple iOS, Android, Microsoft Windows, or Blackberry-powered mobile devices, respectively. These third party beneficiaries are not parties to this contract and are not responsible for the provision or support of the Services in any manner. Your access to the Services using these devices is subject to terms set forth in the applicable third party beneficiary's terms of service.

OWNERSHIP.

The Services and all rights therein are and shall remain Uber's property or the property of Uber's licensors. Neither these Terms nor your use of the Services convey or grant to you any rights: (i) in or related to the Services except for the limited license granted above; or (ii) to use or reference in any manner Uber's company names, logos, product and service names, trademarks or services marks or those of Uber's licensors.

3. YOUR USE OF THE SERVICES

USER ACCOUNTS.

In order to use most aspects of the Services, you must register for and maintain an active personal user Services account ("*Account*"). You must be at least 18 years of age, or the age of legal majority in your jurisdiction (if different than 18), to obtain an Account. Account registration requires you to submit to Uber certain personal information, such as your name, address, mobile phone number and age, as well as at least one valid payment method (either a credit card or accepted payment partner). You agree to maintain accurate, complete, and up-to-date information in your Account. Your failure to maintain accurate, complete, and up-to-date

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Account information, including having an invalid or expired payment method on file, may result in your inability to access and use the Services or Uber's termination of this Agreement with you. You are responsible for all activity that occurs under your Account, and you agree to maintain the security and secrecy of your Account username and password at all times. Unless otherwise permitted by Uber in writing, you may only possess one Account.

USER REQUIREMENTS AND CONDUCT.

The Service is not available for use by persons under the age of 18. You may not authorize third parties to use your Account, and you may not allow persons under the age of 18 to receive transportation or logistics services from Third Party Providers unless they are accompanied by you. You may not assign or otherwise transfer your Account to any other person or entity. You agree to comply with all applicable laws when using the Services, and you may only use the Services for lawful purposes (*e.g.*, no transport of unlawful or hazardous materials). You will not in your use of the Services cause nuisance, annoyance, inconvenience, or property damage, whether to the Third Party Provider or any other party. In certain instances you may be asked to provide proof of identity to access or use the Services, and you agree that you may be denied access to or use of the Services if you refuse to provide proof of identity.

TEXT MESSAGING.

By creating an Account, you agree that the Services may send you informational text (SMS) messages as part of the normal business operation of your use of the Services. You may opt-out of receiving text (SMS) messages from Uber at any time by texting the word STOP to 89203s from the mobile device receiving the messages. You acknowledge that opting out of receiving text (SMS) messages may impact your use of the Services.

PROMOTIONAL CODES.

Uber may, in Uber's sole discretion, create promotional codes that may be redeemed for Account credit, or other features or benefits related to the Services and/or a Third Party Provider's services, subject to any additional terms that Uber establishes on a per promotional code basis ("*Promo Codes*"). You agree that Promo Codes: (i) must be used for the intended audience and purpose, and in a lawful manner; (ii) may not be duplicated, sold or transferred in any manner, or made available to the general public (whether posted to a public form or otherwise), unless expressly permitted by Uber; (iii) may be disabled by Uber at any time for any reason without liability to Uber; (iv) may only be used pursuant to the specific terms that Uber establishes for such Promo Code; (v) are not valid for cash; and (vi) may expire prior to your use. Uber reserves the right to withhold or deduct credits or other features or benefits obtained through the use of Promo Codes by you or any other user in the event that Uber determines or believes that the

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use or redemption of the Promo Code was in error, fraudulent, illegal, or in violation of the applicable Promo Code terms or these Terms.

USER PROVIDED CONTENT.

Uber may, in Uber's sole discretion, permit you from time to time to submit, upload, publish or otherwise make available to Uber through the Services textual, audio, and/or visual content and information, including commentary and feedback related to the Services, initiation of support requests, and submission of entries for competitions and promotions ("*User Content*"). Any User Content provided by you remains your property. However, by providing User Content to Uber, you grant Uber a worldwide, perpetual, irrevocable, transferrable, royalty-free license, with the right to sublicense, to use, copy, modify, create derivative works of, distribute, publicly display, publicly perform, and otherwise exploit in any manner such User Content in all formats and distribution channels now known or hereafter devised (including in connection with the Services and Uber's business and on third-party sites and services), without further notice to or consent from you, and without the requirement of payment to you or any other person or entity.

You represent and warrant that: (i) you either are the sole and exclusive owner of all User Content or you have all rights, licenses, consents and releases necessary to grant Uber the license to the User Content as set forth above; and (ii) neither the User Content nor your submission, uploading, publishing or otherwise making available of such User Content nor Uber's use of the User Content as permitted herein will infringe, misappropriate or violate a third party's intellectual property or proprietary rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

You agree to not provide User Content that is defamatory, libelous, hateful, violent, obscene, pornographic, unlawful, or otherwise offensive, as determined by Uber in its sole discretion, whether or not such material may be protected by law. Uber may, but shall not be obligated to, review, monitor, or remove User Content, at Uber's sole discretion and at any time and for any reason, without notice to you.

NETWORK ACCESS AND DEVICES.

You are responsible for obtaining the data network access necessary to use the Services. Your mobile network's data and messaging rates and fees may apply if you access or use the Services from a wireless-enabled device. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services and Applications and any updates thereto. Uber does not guarantee that the Services, or any portion thereof, will function on any particular hardware or devices. In addition, the Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

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4. PAYMENT

You understand that use of the Services may result in charges to you for the services or goods you receive from a Third Party Provider ("*Charges*"). After you have received services or goods obtained through your use of the Service, Uber will facilitate your payment of the applicable Charges on behalf of the Third Party Provider, as such Third Party Provider's limited payment collection agent. Payment of the Charges in such manner shall be considered the same as payment made directly by you to the Third Party Provider. Charges will be inclusive of applicable taxes where required by law. Charges paid by you are final and non-refundable, unless otherwise determined by Uber. You retain the right to request lower Charges from a Third Party Provider for services or goods received by you from such Third Party Provider at the time you receive such services or goods. Uber will respond accordingly to any request from a Third Party Provider to modify the Charges for a particular service or good.

All Charges are due immediately and payment will be facilitated by Uber using the preferred payment method designated in your Account, after which Uber will send you a receipt by email. If your primary Account payment method is determined to be expired, invalid or otherwise not able to be charged, you agree that Uber may, as the Third Party Provider's limited payment collection agent, use a secondary payment method in your Account, if available.

As between you and Uber, Uber reserves the right to establish, remove and/or revise Charges for any or all services or goods obtained through the use of the Services at any time in Uber's sole discretion. Further, you acknowledge and agree that Charges applicable in certain geographical areas may increase substantially during times of high demand. Uber will use reasonable efforts to inform you of Charges that may apply, provided that you will be responsible for Charges incurred under your Account regardless of your awareness of such Charges or the amounts thereof. Uber may from time to time provide certain users with promotional offers and discounts that may result in different amounts charged for the same or similar services or goods obtained through the use of the Services, and you agree that such promotional offers and discounts, unless also made available to you, shall have no bearing on your use of the Services or the Charges applied to you. You may elect to cancel your request for services or goods from a Third Party Provider at any time prior to such Third Party Provider's arrival, in which case you may be charged a cancellation fee.

This payment structure is intended to fully compensate the Third Party Provider for the services or goods provided. Except with respect to taxicab transportation services requested through the Application, Uber does not designate any portion of your payment as a tip or gratuity to the Third Party Provider. Any representation by Uber (on Uber's website, in the Application, or in Uber's marketing materials) to the effect that tipping is "voluntary," "not required," and/or "included" in the payments you make for services

or goods provided is not intended to suggest that Uber provides any additional amounts, beyond those described above, to the Third Party Provider. You understand and agree that, while you are free to provide additional payment as a gratuity to any Third Party Provider who provides you with services or goods obtained through the Service, you are under no obligation to do so. Gratuities are voluntary. After you have received services or goods obtained through the Service, you will have the opportunity to rate your experience and leave additional feedback about your Third Party Provider.

REPAIR OR CLEANING FEES.

You shall be responsible for the cost of repair for damage to, or necessary cleaning of, Third Party Provider vehicles and property resulting from use of the Services under your Account in excess of normal "wear and tear" damages and necessary cleaning ("*Repair or Cleaning*"). In the event that a Third Party Provider reports the need for Repair or Cleaning, and such Repair or Cleaning request is verified by Uber in Uber's reasonable discretion, Uber reserves the right to facilitate payment for the reasonable cost of such Repair or Cleaning on behalf of the Third Party Provider using your payment method designated in your Account. Such amounts will be transferred by Uber to the applicable Third Party Provider and are non-refundable.

5. DISCLAIMERS; LIMITATION OF LIABILITY; INDEMNITY.

DISCLAIMER.

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." UBER DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, NOT EXPRESSLY SET OUT IN THESE TERMS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN ADDITION, UBER MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, OR AVAILABILITY OF THE SERVICES OR ANY SERVICES OR GOODS REQUESTED THROUGH THE USE OF THE SERVICES, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. UBER DOES NOT GUARANTEE THE QUALITY, SUITABILITY, SAFETY OR ABILITY OF THIRD PARTY PROVIDERS. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICES, AND ANY SERVICE OR GOOD REQUESTED IN CONNECTION THEREWITH, REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

LIMITATION OF LIABILITY.

UBER SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST DATA, PERSONAL INJURY, OR PROPERTY DAMAGE RELATED TO, IN CONNECTION WITH, OR OTHERWISE RESULTING FROM ANY USE OF THE SERVICES, EVEN IF UBER HAS

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BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UBER SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES ARISING OUT OF: (i) YOUR USE OF OR RELIANCE ON THE SERVICES OR YOUR INABILITY TO ACCESS OR USE THE SERVICES; OR (ii) ANY TRANSACTION OR RELATIONSHIP BETWEEN YOU AND ANY THIRD PARTY PROVIDER, EVEN IF UBER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UBER SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND UBER'S REASONABLE CONTROL. YOU ACKNOWLEDGE THAT THIRD PARTY TRANSPORTATION PROVIDERS PROVIDING TRANSPORTATION SERVICES REQUESTED THROUGH SOME REQUEST BRANDS MAY OFFER RIDESHARING OR PEER-TO-PEER TRANSPORTATION SERVICES AND MAY NOT BE PROFESSIONALLY LICENSED OR PERMITTED. IN NO EVENT SHALL UBER'S TOTAL LIABILITY TO YOU IN CONNECTION WITH THE SERVICES FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION EXCEED FIVE HUNDRED U.S. DOLLARS (US $500).

UBER'S SERVICES MAY BE USED BY YOU TO REQUEST AND SCHEDULE TRANSPORTATION, GOODS, OR LOGISTICS SERVICES WITH THIRD PARTY PROVIDERS, BUT YOU AGREE THAT UBER HAS NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO ANY TRANSPORTATION, GOODS OR LOGISTICS SERVICES PROVIDED TO YOU BY THIRD PARTY PROVIDERS OTHER THAN AS EXPRESSLY SET FORTH IN THESE TERMS.

THE LIMITATIONS AND DISCLAIMER IN THIS SECTION 5 DO NOT PURPORT TO LIMIT LIABILITY OR ALTER YOUR RIGHTS AS A CONSUMER THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW.

INDEMNITY.

You agree to indemnify and hold Uber and its officers, directors, employees, and agents harmless from any and all claims, demands, losses, liabilities, and expenses (including attorneys' fees), arising out of or in connection with: (i) your use of the Services or services or goods obtained through your use of the Services; (ii) your breach or violation of any of these Terms; (iii) Uber's use of your User Content; or (iv) your violation of the rights of any third party, including Third Party Providers.

6. DISPUTE RESOLUTION

ARBITRATION.

You agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the Services (collectively, "*Disputes*") will be settled by binding arbitration between you and Uber, except that each party retains 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,

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trade secrets, patents or other intellectual property rights. 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 in any purported class action or representative proceeding. Further, unless both you and Uber otherwise agree in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding. If this specific paragraph is held unenforceable, then the entirety of this "Dispute Resolution" section will be deemed void. Except as provided in the preceding sentence, this "Dispute Resolution" section will survive any termination of these Terms.

ARBITRATION RULES AND GOVERNING LAW.

The arbitration will be administered by the American Arbitration Association ("*AAA*") in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "*AAA Rules*") then in effect, except as modified by this "Dispute Resolution" section. (The AAA Rules are available at www.adr.org/arb_med (http://www.adr.org/arb_med) or by calling the AAA at 1-800-778-7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this Section.

ARBITRATION PROCESS.

A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. (The AAA provides a form Demand for Arbitration at www.adr.org/aaa/ShowPDF?doc=ADRSTG_004175 (http://www.adr.org/aaa/ShowPDF?doc=ADRSTG_004175) and a separate form for California residents at www.adr.org/aaa/ShowPDF?doc=ADRSTG_015822 (http://www.adr.org/aaa/ShowPDF?doc=ADRSTG_015822).) The arbitrator will be either a retired judge or an attorney licensed to practice law in the state of California and will be selected by the parties from the AAA's roster of consumer dispute arbitrators. If the parties are unable to agree upon an arbitrator within seven (7) days of delivery of the Demand for Arbitration, then the AAA will appoint the arbitrator in accordance with the AAA Rules.

ARBITRATION LOCATION AND PROCEDURE.

Unless you and Uber otherwise agree, the arbitration will be conducted in the county where you reside. If your claim does not exceed $10,000, then the arbitration will be conducted solely on the basis of documents you and Uber submit to the arbitrator, unless you request a hearing or the arbitrator determines that a hearing is necessary. If your claim exceeds $10,000, your right to a hearing will be determined by the AAA Rules. Subject to the AAA Rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

ARBITRATOR'S DECISION.

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The arbitrator will render an award within the time frame specified in the AAA Rules. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The arbitrator's award damages must be consistent with the terms of the "Limitation of Liability" section above as to the types and the amounts of damages for which a party may be held liable. The arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant's individual claim. If you prevail in arbitration you will be entitled to an award of attorneys' fees and expenses, to the extent provided under applicable law. Uber will not seek, and hereby waives all rights Uber may have under applicable law to recover, attorneys' fees and expenses if Uber prevail in arbitration.

FEES.

Your responsibility to pay any AAA filing, administrative and arbitrator fees will be solely as set forth in the AAA Rules. However, if your claim for damages does not exceed $75,000, Uber will pay all such fees unless the arbitrator finds that either the substance of your claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)).

CHANGES.

Notwithstanding the provisions of the modification-related provisions above, if Uber changes this "Dispute Resolution" section after the date you first accepted these Terms (or accepted any subsequent changes to these Terms), you may reject any such change by providing Uber written notice of such rejection by mail or hand delivery to: Uber USA, LLC, Attn: Dispute Resolutions, 160 Greentree Drive, Suite 101, Dover, DE 19904, or by email from the email address associated with your Account to: , within 30 days of the date such change became effective, as indicated in the "Last update" date above. In order to be effective, the notice must include your full name and clearly indicate your intent to reject changes to this "Dispute Resolution" section. By rejecting changes, you are agreeing that you will arbitrate any Dispute between you and Uber in accordance with the provisions of this "Dispute Resolution" section as of the date you first accepted these Terms (or accepted any subsequent changes to these Terms).

7. OTHER PROVISIONS

CHOICE OF LAW.

These Terms are governed by and construed in accordance with the laws of the State of California, U.S.A., without giving effect to any conflict of law principles.

CLAIMS OF COPYRIGHT INFRINGEMENT.

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Claims of copyright infringement should be sent to Uber's designated agent. Please visit Uber's web page at https://www.uber.com/legal/usa/copyright (https://www.uber.com/legal/usa/copyright) for the designated address and additional information.

NOTICE.

Uber may give notice by means of a general notice on the Services, electronic mail to your email address in your Account, or by written communication sent by first class mail or pre-paid post to your address in your Account. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email). You may give notice to Uber, with such notice deemed given when received by Uber, at any time by first class mail or pre-paid post to Uber USA, LLC, Attn: User Notices - Legal, 160 Greentree Drive, Suite 101, Dover, DE 19904.

GENERAL.

You may not assign these Terms without Uber's prior written approval. Uber may assign these Terms without your consent to: (i) a subsidiary or affiliate; (ii) an acquirer of Uber's equity, business or assets; or (iii) a successor by merger. Any purported assignment in violation of this section shall be void. No joint venture, partnership, employment, or agency relationship exists between you, Uber or any Third Party Provider as a result of this Agreement or use of the Services. If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent under law. Uber's failure to enforce any right or provision in these Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Uber in writing.

DOWNLOAD UBER (/APP)

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(https://www.facebook.com/uber) (https://twitter.com/uber) (http://www.linkedin.com/company/1815218) (https://instagram.com/uber/)

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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	CASE NO.: 2020-CP-10-01553
	)	
Crista Linares Grainger, as Personal Representative of the Estate of Sebastian Linares Grainger,	)	**PLAINTIFF'S MEMORANDUM IN OPPOSITION TO DEFENDANT'S MOTION FOR SUMMARY JUDGEMENT**
Plaintiff,	)	
vs.	)	
Uber Technologies, Inc., Raiser, LLC, and Jesse McNeal,	)	
Defendants.	)	

Plaintiff Crista Linares Grainger, as Personal Representative of the Estate of Sebastian Linares Grainger, through her undersigned attorneys respectfully requests that this Honorable Court denies Defendants Uber Technologies, Inc. and Raiser, LLC's (hereinafter collectively "Uber") Motion for Summary Judgment as discovery is not complete, Plaintiff filed a Motion to Compel on February 16, 2022, that has not been scheduled for a hearing and because there are genuine issues of material fact Defendant cannot overcome.

STATEMENT OF THE FACTS

This is a tragic story of a customer that had the misfortune of meeting an Uber driver who was not only addicted to drugs but who took advantage of his employment with Uber to sell drugs to Uber's customers.

On March 21, 2017, Sebastian Grainger (Decedent), a Citadel Graduate and member of the National Guard who had just applied for officer candidate school (see Defendant's Ex. 1 at 45: 4-8), requested an Uber through his Uber App. Jesse McNeal (McNeal) was the Uber driver that picked up Sebastian for the ride he requested. During the ride, McNeal offered Sebastian cocaine and they exchanged phone numbers. McNeal provided Sebastian with more cocaine on another

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occasion and on April 4, McNeal supplied heroin. Unfortunately, the heroin was laced with fentanyl and caused Jesse to succumb to the drug.

In his sentencing statement, McNeal admitted that he was addicted to drugs. In an attempt to minimize his sentence, McNeal submitted to the Court that "at 31, his only drug conviction was possession of marijuana" Despite this, Uber takes the position that they had no responsibility to make sure its drivers do not use drugs or don't have drug convictions.

Uber prides itself in offering safe rides. It even advertises that "it will set the strictest safety standards possible and then work hard to improve them every day" and that it offers the "safest rides on the road." Uber's website states that **"Safety is fundamental to Uber. Our technology enables us to focus on rider safety before, during, and after every trip to help make millions of rides safer every day. Safety is our number one priority."** (Plaintiff's Ex. A – Joe Rubino report). Uber's claims that the safety of its passengers is a priority is not just misleading to the public it is preposterous. Uber delegates its drivers vetting to a low-cost background check company, Chekr, which is not used by most companies in the Unites States, a company who's system fails to discover information that would disqualify drivers from providing rides or even driving a vehicle. Despite its purported safety measures, Uber even ignored warnings about Chekr outsourcing the court reviews to third parties that warned Chekr the reviews were incomplete and inaccurate. (Plaintiff's Exhibit A). In keeping with its pattern of ignoring information relevant to the safety of its customers, Uber ignored the fact that even Chekr found information rendering Mr. McNeal a **Habitual Offender.** (Plaintiff's Exhibit B). Surprisingly, Uber chose to include only the part of Chekr's report that did not contain the Habitual Offender designation.

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Because Uber failed to properly vet its drivers, Sebastian, who was a productive member of society, a person who wanted to serve this country, ended up dying from an accidental overdose caused by drugs provided by Uber's unvetted driver.

ARGUMENT

STANDARD OF REVIEW

In determining whether any triable issue of fact exists, the evidence and all inferences which can reasonably be drawn therefrom must be viewed in the light most favorable to the nonmoving party. *Medical Univ. of South Carolina v. Arnaud,* 360 S.C. 615, 602 S.E.2d 747 (2004); *McNair v. Rainsford,* 330 S.C. 332, 499 S.E.2d 488 (Ct.App.1998). If triable issues exist, those issues must go to the jury. *Baril v. Aiken Reg'l Med. Ctrs.,* 352 S.C. 271, 573 S.E.2d 830 (Ct.App.2002); *Young v. South Carolina Dep't of Corrections,* 333 S.C. 714, 511 S.E.2d 413 (Ct.App.1999).

Summary judgment is appropriate where the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law. *Belton v. Cincinnati Ins. Co.,* 360 S.C. 575, 602 S.E.2d 389 (2004); *McCall v. State Farm Mut. Auto. Ins. Co.,* 359 S.C. 372, 597 S.E.2d 181 (Ct.App.2004); Rule 56(c), SCRCP; *see also Higgins v. Medical Univ. of South Carolina,* 326 S.C. 592, 486 S.E.2d 269 (Ct.App.1997) (noting that when ruling on motion for summary judgment, trial judge must consider all of the documents and evidence within the record, including pleadings, depositions, answers to interrogatories, admissions on file, and affidavits). All ambiguities, conclusions, and inferences arising from the evidence must be construed most strongly against the moving party. *Schmidt v. Courtney,* 357 S.C. 310, 592 S.E.2d 326 (Ct.App.2003); *Bayle v. South Carolina Dep't of Transp.,* 344 S.C. 115, 542

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S.E.2d 736 (Ct.App.2001); *see also Ferguson v. Charleston Lincoln Mercury, Inc.*, 349 S.C. 558, 563, 564 S.E.2d 94, 96 (2002) ("On appeal from an order granting summary judgment, the appellate court will review all ambiguities, conclusions, and inferences arising in and from the evidence in a light most favorable to the non-moving party below.").

Summary judgment is not appropriate where further inquiry into the facts of the case is desirable to clarify the application of the law. *Brockbank v. Best Capital Corp.*, 341 S.C. 372, 534 S.E.2d 688 (2000); *Hawkins v. City of Greenville*, 358 S.C. 280, 594 S.E.2d 557 (Ct.App.2004). Summary judgment should not be granted even when there is no dispute as to evidentiary facts if there is disagreement concerning the conclusion to be drawn from those facts. *Moriarty v. Garden Sanctuary Church of God*, 341 S.C. 320, 534 S.E.2d 672 (2000); *Ellis v. Davidson*, 358 S.C. 509, 595 S.E.2d 817 (Ct.App.2004). However, when plain, palpable, and indisputable facts exist on which reasonable minds cannot differ, summary judgment should be granted. *Hedgepath v. American Tel. & Tel. Co.*, 348 S.C. 340, 559 S.E.2d 327 (Ct.App.2001); *Pye v. Aycock*, 325 S.C. 426, 480 S.E.2d 455 (Ct.App.1997).

The purpose of summary judgment is to expedite disposition of cases which do not require the services of a fact finder. *Dawkins v. Fields*, 354 S.C. 58, 580 S.E.2d 433 (2003); *Rumpf v. Massachusetts Mut. Life Ins. Co.*, 357 S.C. 386, 593 S.E.2d 183 (Ct.App.2004).

Since it is such a drastic remedy, summary judgment should be cautiously invoked to ensure that a litigant is not improperly deprived of a trial on disputed factual issues. *Helena Chem. Co. v. Allianz Underwriters Ins. Co.*, 357 S.C. 631, 594 S.E.2d 455 (2004); *Hawkins*, 358 S.C. at 289, 594 S.E.2d at 561–62; *Murray v. Holnam, Inc.*, 344 S.C. 129, 542 S.E.2d 743 (Ct.App.2001). *BPS, Inc. v. Worthy*, 362 S.C. 319, 325–26, 608 S.E.2d 155, 158–59 (Ct. App. 2005).

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A. Uber cannot hide behind its app to claim that its hiring practices meet the industry standards

The fundamental test of the employment relationship is the right of the employer to control the details of the employee's work. It is not the actual control exercised, but whether there exists the right and authority to control and direct the particular work or undertaking, as to the manner or means of its accomplishment. *Nelson v. Yellow Cab Co*., 343 S.C. 102, 110, 538 S.E.2d 276, 280 (Ct. App. 2000), aff'd, 349 S.C. 589, 564 S.E.2d 110 (2002). In *Nelson*, Yellow Cab leased the taxi to Nelson for a fee. Yellow Cab took the position that Nelson was an independent contractor because Nelson could work as little or as much he wanted, and he could take the cab and drive it where he wanted after the daily lease fee was paid. Additionally, Yellow Cab asserted that Nelson signed an agreement stating, in part:

> "that I am in no way employed by the company, that I receive [sic] no salary or other compensation from the company, and that my only financial relationship with the company is to pay rent on the cab I drive, to pay for the gasoline used by me on my shift, and to return the cab with all keys and equipment in good condition at the end of my shift"

The South Carolina Supreme Court held that Nelson was, in fact, an employee. Yellow Cab had the right to terminate and discipline the driver for a number of reasons and the company had the right to control the method and means of the driver's operation of the taxicab, although the company had little control over the driver's discretion to determine when he would work and where he would drive the taxicab. Although the driver leased the taxicab from the company on a per-diem basis, the driver generally was entitled to keep the fares. *Nelson v. Yellow Cab Co.*, 349 S.C. 589, 564 S.E.2d 110 (2002), *overruled on other grounds by Wilkinson ex rel. Wilkinson v. Palmetto State Transp. Co.*, 382 S.C. 295, 676 S.E.2d 700 (2009).

Here, not only did Uber control the means and method of driver operation, but it also controlled the fares and had the right to terminate the relationship with Mr. McNeal. The level of

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control over Mr. McNeal's driving activities far exceeds the control Yellow Cab exerted over Nelson's activities, thus McNeal should be considered an employee. See also Plaintiff's Exhibit A, Joe Rubino report on page 27 stating:

E. Uber's operational control over Mr. McNeal is evidence of an Employer/Employee relationship- Uber's claim that drivers like Mr. McNeal are independent contractors because they can pick their days and hours is false and misleading. In fact, Uber exercised almost total control over the aspects of Mr. McNeal's work. **Please note the following :**

- Unlike taxi drivers, Uber drivers like Mr. McNeal cannot book their own rides,
- Unlike taxi drivers, Uber drivers like Mr. McNeal have no latitude in negotiating fares,
- Unlike taxi drivers, Uber drivers like Mr. McNeal have no control over payment,

The above further demonstrates that based on South Carolina law, Uber cannot demonstrate its drivers are independent contractors, despite its continuous efforts to deceive.

B. Uber failed to meet the industry standards in vetting its drivers prior to employing them to transport persons.

Uber asserts that Plaintiff cannot present any evidence that Uber failed to exercise reasonable care in allowing for the use of the Uber application by Defendant McNeal. Again, Uber is misguided. No matter how much Uber wants to conceal itself behind the app, it cannot escape the fact that it ultimately provides transportation services. It is also misguided in arguing that it did not violate the South Carolina Transportation Company Act (TNC) when it granted McNeal access to the app and because it allegedly complied with the TNC and therefore it exercised reasonable care.

Plaintiff retained Joe Rubino, who's report is attached and who presented evidence that Uber violated the industry standards when employing McNeal. Joe Rubino has 50 years of direct operational experience in the ground passenger transportation industry. Mr. Rubino's report outlines the industry standard as follows:

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DRIVER SCREENING AND TRAINING STANDARDS RECOMMENDED BY THE TRANSPORTATION ALLIANCE

INTRODUCTION- The following standards are recommended for member companies to apply to the screening and training of employee or independent contractor drivers of all passenger transportation services. The format of the recommended documents is at the discretion of the member company, as is the option of meeting or exceeding these standards in accordance with local policy, contract requirements, or regulation.

DRIVER APPLICATION- Prior to interview, all driver applicants should complete an application form that solicits specific identifying and other information sufficient to verify previous relevant work experience and background, and the authorization to conduct those verifications.

MINIMUM DRIVER QUALIFICATIONS- The TTA recognizes that local, state, or contracting agreements may have varying requirements. However, minimum driver qualifications should include:

- Age 21
- Read and speak English.
- Valid driver's license, or, applicable state law or regulations.
- Physically capable of safely operating the type of motor vehicle to be driven and associated equipment.
- Knowledge of the geography and conditions of the required driving environment.
- Be able to pass a DOT Physical (if required) or a NON-DOT medical exam.

BACKGROUND CHECK- The previous work experience and personal background of every applicant should be checked for the following:

- Verification of past work experience.
- Motor vehicle record (MVR) for the past five (5) years.
- Work-related driving verification for the past ten (10) years.
- Criminal background check for each place of residence that the applicant has identified in which they have resided. The Criminal Background check can be completed based on the companies State, or Contract requirements, and should comply with all applicable laws and regulations of the FCRA.

DRIVING RECORD CHECK- The motor vehicle record (MVR) of any applicant should be checked to ensure that it meets a grading requirement that is acceptable to the company's insurance carrier, contracting agency, and/or licensing authority. (Minimum D.O.T. Driver Requirements — Federal Motor Carrier Safety Regulations (FMCSR), Part 391.1 – can be used as a guide.)

DRUG AND ALCOHOL TESTING- A drug and alcohol testing program does more than just meet the contract or government requirements, it assures that employees are

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not impaired in their ability to perform assigned duties in a safe, productive, and healthy manner; it creates a workplace environment free from the adverse effects of a drug and alcohol abuse or misuse, it encourages employees to seek professional assistance anytime personal problems, including drugs and alcohol dependency, adversely affects their ability to perform their assigned duties. Drug and Alcohol abuse is a threat to both the company and its employee's.

At a minimum your Drug and Alcohol abuse prevention program should contain:

- A written anti-drug and alcohol abuse policy can be comprised of the following types of testing:
- Pre-Employment
- Random Testing
- Post-Accident Testing
- Reasonable Suspicion Testing
- Return to Duty Testing
- Follow Up Testing.
- Training should be completed by all employee's who are subject to substance abuse testing.
- Training should include the procedures for each test conducted, the effects of substance abuse, and Supervisory training that includes reasonable suspicion identification.
- Prospective drivers should submit written authorization for inquiry about the results of prior drug and alcohol tests from past employers.
- A drug test should be conducted, and a negative result obtained, for each driver applicant before the applicant may drive a company vehicle in training or in revenue service.

DRIVER TRAINING- Before beginning any regular driving assignment, each driver, if not already qualified, should successfully complete classroom and/or on-the-road training in the following subjects:

- Company orientation.
- Workplace and vehicle safety.
- Passenger sensitivity and public relations.
- Vehicle pre- and post-trip inspection.
- Safe and defensive driving techniques.
- Passenger loading/unloading and securement (if applicable).
- Service area familiarization, including map reading.
- Familiarization with applicable regulations and contract terms.
- First aid and CPR (where required by a contract or local ordinance).
- Accident and emergency procedures.
- Operation of a vehicle of the type to be driven.

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All training programs should be written in a structured format and have testing included to ensure that the trainees have gained the knowledge and skills needed to perform their job. In addition, instructors should be certified to teach the program by a self-certification or by a national type of program. Refresher training (mandatory) should be completed on a regular basis for all drivers. This refresher training can be set up monthly or bi-monthly, or by a schedule determined by company or contract requirements, and should include an operation review, safety concerns, and trend issues discussed.

DUTY OF CARE TRAINING- It is strongly suggested that all training programs contain information on "Duty of Care" responsibilities not only for the drivers but all staff.

Duty of Care means: "A requirement that a person act towards others and the public with the watchfulness, attention, caution, and prudence that a reasonable person in the circumstances would use. If a person's actions do not meet this standard of care, then the acts are considered negligent, and any damages resulting may be claimed in a lawsuit for negligence against the company." In Tort Law, a Duty of Care is a legal obligation, which is imposed on an individual requiring adherence to a standard of reasonable care, while performing any acts that could foreseeable harm others. The responsibility of providing Duty of Care covers many departments in all operations. It is important that all levels understand how this effects their caring for the passengers we carry. Duty of Care standards should be built into the companies operating protocols.

DRIVER FILES
Driver files, containing the following documents, should be kept on each driver:

- Driver application.
- Background investigations.
- Driving records, including annual driving record reviews (MVR check).
- Medical examiner's certificate (if applicable).
- Physical waiver (if applicable).
- Certificate of training.
- Drug and alcohol test results

These standards were produced by:
The Transportation Alliance
10340 Democracy Lane, Suite 300
Fairfax, VA 22030

Based on his extensive experience and the limited discovery provided by Uber, Mr. Rubino opines that:

F Deploying safe drivers is Uber's primary mandate, yet Uber failed to do so in the case of Mr. McNeal, resulting in Mr. Grainger's death- The most important part of running any ride-for-a-

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fare service is deploying safe, knowledgeable, well-vetted and monitored drivers. As a licensed TNC providing transportation to the riding public for a fare, Uber has a responsibility to the public who is either riding in a Uber car or sharing the roadway. This means that Uber and drivers like Mr. McNeal must ensure public safety. It is imperative that TNCs like Uber, who provide ride-for-a-fare transportation services, ensure their clients, as well as the public on the roadway, that their drivers are safe drivers, well-trained, and provide them with the knowledge and abilities needed to protect passengers and the public and that state and local regulators require.

Without public safety, there is no rationale for providing ride-for-a-fare service in the first place- In addition, this obligation to safety is an industry standard required of all entities transporting riders for a fare. TNC drivers should be always aware of their surroundings, the actions of others and, above all, the risks involved in every situation, and in the actions they take in those situations. Paramount should be ensuring the safety and security of the public through adherence to safe practices in order to prevent needless incidents that might result in claims against both them and their employer, as has resulted in this case. This knowledge is paramount to protect their passengers, other members of the public, and to protect themselves and to ensure their livelihood. The concept of Uber's obligation to public safety is in effect whether or not the vehicle is moving or stopped, whether their passengers are inside or outside the vehicle, and regardless of other conditions, including being aware of pedestrians as well as other members of the public at large.

Duty of Care- This is a requirement that a driver like Mr. McNeal act towards his riders, as well as toward members of the public sharing the roadway like Mr. Grainger, with the watchfulness, attention, caution and prudence that a reasonable person in the same circumstances would use. And, if such a driver's actions do not meet this standard of care, then this driver's actions are considered negligent, and any damages resulting may be claimed in a lawsuit for negligence. TNCs like Uber have a responsibility to make sure drivers like Mr. McNeal are monitored and can serve the public safely. In this case, Uber and its management knowingly failed to implement the industry standard of safe driver monitoring policies expected and required of it and that any reasonably safe company should adopt, creating a set of circumstances that significantly increased the risk of harm to the public by Mr. McNeal.

G. Uber management is negligently disconnected from the service they provide to the public which is ride-for-a-fare transportation- The knowledge gap between Uber's management and what is actually happening with drivers like Mr. McNeal is glaring, alarming, and stunning, considering Uber is the largest provider of ride-for-a-fare ride services in the United States.

- Uber management never lays eyes on its drivers, like Mr. McNeal, or their vehicles.
- Uber had no idea if Mr. McNeal was a good driver, a driver able to safely operate a motor vehicle or if he was even who he claimed to be.
- Prior to his initial on-boarding, Uber had no idea whether or not Mr. McNeal habitually violated traffic laws and provided no education or training to ensure that he would not.
- Additionally, Uber did nothing to monitor his driving for safety despite having all of the GPS information and resources available to do so.
- Uber also admits that, unless drivers like Mr. McNeal tell Uber that his driver's license was suspended or that his car insurance lapsed, Uber management would not be aware they were deploying an unlicensed and/or uninsured driver.

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Uber has NO in-person contact with Uber drivers or their vehicles- Uber management does not meet with drivers like Mr. McNeal before they are on-boarded, or while they work as a Uber driver. The fact is that management personnel of the largest ride-for-a-fare service in the United States does not meet its drivers, the representatives of the company to the public that actually provide the service, which is ride-for-a-fare transportation. This is an important issue in this case.

Instead of seeking safe drivers as the for-hire industry has traditionally done, Uber recruits random people to transport members of the public- Uber's transportation model involved aggressively recruiting large numbers of random people who just happened to have a driver's license and a car, learning little about them, and requiring of them virtually no up-front investment. The drivers had almost nothing to lose in comparison with professional drivers. Uber then convinced riders to trust that Uber's business model was safe, that the dangers were thoroughly vetted, and that riders could securely entrust their safety with Uber drivers.

Besides Uber (and Lyft) there is no other major ride-for-a-fare transportation company in the United States that does not personally meet its drivers before they begin transporting passengers who contact the company- Uber management never has any in-person interaction, or, as discussed above, even on-the-phone conversations, with Uber drivers during their entire time with the company, unless an incident occurs like the one in this case. Uber (and Lyft) are the only ride-for-a-fare companies in the United States that never even lay eyes on the person who is actually providing the service to the public: the Uber driver. This fact results in Uber knowing very little about Uber drivers and their ability to provide safe transportation to the public. This fact is demonstrative of Uber's wanton disregard for safety.

Uber's negligent disconnection from its operation is exemplified in the depositions of their corporate reps- In cases involving passenger transportation, companies like Uber typically provides a representative, designated by Uber, as the **person with the most knowledge** about the case at hand. Yet, I can state emphatically, that after working as an expert on 46 cases involving Uber, Uber's corporate reps actually know very little about either the incident at hand or the drivers involved in these events.

H. Despite its claim to provide for public safety, Uber's services do not even meet the minimum ride-for-a-fare industry standards regarding safety requirements- Uber readily admits that Mr. McNeal and other drivers are allowed to drive without actually being trained on safe driving in South Carolina. Thus, Uber failed to train its drivers, including Mr. McNeal, or even give them a road test to determine if they can drive safely.

Uber does not properly use its own technology to vet or monitor drivers- Uber can easily prevent unsafe drivers from utilizing its platform and driving ride-for-a-fare until the necessary training is completed. This is easy and not burdensome for a company like Uber to accomplish. In addition, Uber's GPS data captures its driver's speeds, but, instead of using that data to monitor drivers like Mr. McNeal and take actions after learning of his dangerous driving behavior and endangering riders and the public, Uber only uses its GPS data to build and enhance its pricing algorithms.

Uber does not use its GPS data on its algorithm to enhance passenger safety or public safety- Using GPS data to enhance and improve public safety is an industry standard. Most modern ride-

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for-a-fare companies not only have GPS technology in every vehicle in their fleet, but use that GPS that in a variety of ways to enhance and improve public safety. For-hire services use GPS data to measure driver speeds, as well as to monitor driver routes to ensure they are conveying passengers on the most direct route. Although Uber possesses data which could be used to improve safety not just for Uber drivers, but also for Uber passengers as well as for members of the general public, Uber does not take advantage of this technology. As stated in the previous paragraph, Uber only uses its GPS data to enhance its pricing algorithms.

Uber uses its technology to monitor the driver's speed and location; whether the driver is arriving within Uber's estimated time of arrival; whether the driver is taking the rider "off route;" and whether the driver is operating his vehicle in a way Uber deems acceptable. Uber can, and at least sometimes does, monitor audio within a vehicle, but does not make the audio recording available to drivers or riders, and instead uses the audio when doing so would protect Uber's interests.

Uber argues that Plaintiff cannot show that Sebastian's death was the natural consequence of Uber's failure to properly screen, monitor and train its drivers because it was not foreseeable. Yet in its responses to Plaintiff's discovery requests, Uber took the position that information regarding prior instances where Uber drivers were found to have distributed drugs to passengers is irrelevant. See Uber's response to Plaintiffs Request for Production No. 17, Exhibit C, see also Defendant's Responses to Plaintiff's Interrogatories No. 19, Exhibit D:

> Defendants further object to this Request in that the information sought **is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence**. The Uber App is a peer-to-peer transportation app. Whether any independent third-party transportation provider has ever distributed drugs to a rider is something that has nothing to do with the Uber App and Defendants would not be responsible for, much less have any bearing or relevance on the allegations in this case. Subject to and without waiving any objection, Defendants are not aware of nor in possession of any documents wherein Jesse McNeal was alleged to have offered drugs to any of his passengers.

Uber duplicitously claims that evidence of foreseeability is not relevant but concurrently claims that Plaintiff cannot show proof of foreseeability. Furthermore, there is no dispute that, but for Sebastian's encounter with McNeal through Uber, Sebastian would not have obtained the drugs that led to his death. Uber's position, that injuries to passengers caused by drugs illegally purchased from its drivers are unforeseeable, is unreasonable.

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Furthermore, proximate cause is a question of fact for the jury. *Hurd v. Williamsburg Cnty.*, 353 S.C. 596, 614, 579 S.E.2d 136, 145 (Ct. App. 2003), aff'd, 363 S.C. 421, 611 S.E.2d 488 (2005). Plaintiff presented sufficient evidence to demonstrate that but for Uber's failure to drug test its drivers or even inquire into their drug history or use, Sebastian would have lived to continue his bright path.

Moreover, Defendant Uber appears to take the position that Plaintiff's claims for negligent hiring fail because there is no employer-employee relationship. This is baffling since Uber cites to *Ruh v. Metal Recycling Servs., LLC*, 439 S.C. 649, 652, 889 S.E.2d 577, 579 (2023) on the next page of its brief, for the proposition that under South Carolina law, there is a cognizable cause of action for negligence in the selection and retention of an independent contractor. (See Defendant's Memorandum in Support of Summary Judgment at pages 5-6).

CONCLUSION

For the foregoing reasons, Plaintiff respectfully requests that this Court deny Uber's Motion for Summary Judgment.

Signature on following page:

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This 1st day of November, 2024

Respectively Submitted,

s/Oana D. Johnson
Oana D. Johnson, Esq.
ROSEN HAGOOD LLC
State Bar No.:100373
40 Calhoun St., Ste 450
Charleston, SC 29401
E: ojohnson@rosenhagood.com
T: (843) 577-6726

Michelle N. Endemann, Esq.
CLARKSON, WALSH, & COULTER, P.A.,
State Bar No.: 79894
497 St. Andrews Boulevard
Charleston, SC 29407
T: 843.936-5043
E: mendemann@clarksonwalsh.com
Attorney for Plaintiff

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Joseph M. Rubino
J.M.Rubino Transit Consulting
6919 Sea Place Avenue
Saint Augustine, FL. 32086
904-797-6941

October 1st, 2024

I. INTRODUCTION

My name is Joseph M. Rubino. My business address is listed above. I have been engaged by attorney Oana D. Johnson whose practice is located at 215 East Bay Street, Suite 401, Charleston, SC 29401, to offer my opinions regarding an event that took place sometime between March 27, 2017 and April 3, 2017. As a result of this event, a legal matter entitled Crista Linares Grainger, as Personal Representative of the Estate of Sebastian Linares Grainger vs. Uber Technologies, Inc., Raiser, LLC, and Jesse McNeal, has been filed in the Court of Common Pleas for the 9th Judicial Circuit of South Carolina as Case No. 2020-CP-10-. My fee schedule is $425.00 per hour for work performed in my office and $450.00 per hour for work performed out of my office including time at depositions and/or at trial.

II. BACKGROUND & EXPERIENCE

I was born in Newburgh, New York on August 1st, 1950. I received my Bachelor of Arts degree in Journalism from Marist College in Poughkeepsie, New York, in May of 1971. From 1971 to 1973, I taught Journalism and English Literature at Monsignor Pace High School in Miami, FL. From 1973 to 1976, I worked as a news and sports reporter for WLRN in Miami and WGMA in Hollywood, FL. Beginning in 1974, I have accumulated 50 years of direct operational experience in the ground passenger transportation industry including 2 years as a driver, 26 as an executive, and 22 as a consultant and expert witness. From 1974 until 1976, while still working in the broadcasting industry, I worked as a driver for the company that would become Metro Transportation Services of Miami, FL (Metro). In 1976, I was promoted to management, and stayed in management until 2002, eventually becoming Senior Vice President of Operations and a stock holder in the company. As an executive with Metro I had direct involvement with starting up and operating several more companies which eventually totaled more than 750 vehicles. In 1976, I created the nation's first comprehensive training program for ride-for-a-fare drivers which included the nation's first ride-for-a-fare driver training video. In 1997, Metro became part of Coach USA, which was North America's largest passenger transportation company at that time. From 1997 until 2002, in addition to my duties at Metro, I provided management consulting, including driver training, at many of Coach USA's 22 nationwide locations. Since 2002, I have owned my own firm, J.M.Rubino Transit Consulting.

During my 5 decades of creating, managing, and consulting with transportation companies in 40-some states, I have accumulated substantial experience in the training and management of drivers and employees and in operating vehicle fleets. I am generally considered one of the nation's foremost authorities on ride-for-a-fare driver and employee training, as well as in company operations, in the passenger transportation sector. I have provided consulting to dozens of transportation fleets and have been a featured speaker at national conventions since 2000. In addition, since 2010, I have been a featured columnist for an industry magazine read by thousands of industry members in North America, South America, Europe, Asia and Australia. I have published more than 600 peer-reviewed articles and columns and have made more than 400 industry speeches and convention presentations.

For more information regarding my credentials, please review my CV provided with this report.

EXHIBIT A

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III. OPINIONS

MY OVERARCHING OPINIONS IN THIS CASE

- Though Uber is a passenger transportation service regulated in South Carolina, it falls far short of conforming to transportation industry standards, including driver training and driver monitoring. This neglect was a breach of the national industry standard of care, was a violation of national safety standards and was a direct and proximate cause of the death of Mr. Grainger.

- Uber operates as passenger transportation service in South Carolina,, and must consider the safety of its passengers, its drivers, and members of the public who may be impacted by its operations. In this case, Uber failed to do that, and this neglect was a breach of the national industry standard of care, was a violation of national safety standards and a direct and proximate cause of the death of Mr. Grainger.

- Though Uber claims that Mr. McNeal was an independent contractor, and not an employee driver, the level of control Uber placed on Mr. McNeal's ability to work is reflective of an Employer/Employee relationship, and not that of an independent worker.

MY ADDITIONAL OPINIONS IN THIS CASE

- The Uber App is the primary tool of a Uber driver, and is the sole means by which a Uber driver like Mr. McNeal can connect with the Uber platform and receive assignments from Uber.

- At all times relevant hereto, Uber monitored all activities of Mr. McNeal on the Uber platform, Uber determined which potential passengers Mr. McNeal would be permitted to offer rides to, Uber determined the route that Mr. McNeal would take to transport his passengers, Uber controlled the means of payment between Mr. McNeal and his passengers, and Uber set the fares for all rides performed by Mr. McNeal through the Uber platform.

- The Uber network determines which riders will be paired with each individual driver and rider selection is entirely outside of the driver's control.

- Uber does not permit its drivers such as Mr. McNeal to select specific riders, so that Uber can actively control the movements of its drivers, to maximize the efficiency of the Uber network as a whole.

- Uber controls its drivers through direct monitoring and continuous GPS tracking of drivers' locations. Uber also tracks the drivers' location at all times when a driver has the Uber App open or running in the background, whether or not they are not actively transporting a Uber passenger.

- Uber directly controls drivers like Mr. McNeal by actively monitoring the speed, direction, acceleration, and deceleration of its drivers' vehicles at all times through the Uber App.

- Uber uses GPS tracking to control its drivers by providing specific recommended routes that a driver should take to reach their passengers' destination, and drivers may be penalized for straying from the most efficient route.

- Uber controls the work of drivers like Mr. McNeal by unilaterally establishing the payment agreement between the Uber driver and the Uber rider including the calculation of the fare, the amounts that will be charged, and, the means and method of payment.

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- Uber retains the right to withhold fares from a driver like Mr. McNeal at its sole discretion, and may withhold these funds from a driver for any reason.

- At all times relevant hereto, Uber exercised a degree of control over Mr. McNeal's work as a Uber driver, that is consistent with an employee/employer relationship as it is understood within the context of the ride-for-a-fare industry.

- At all times relevant hereto, Uber maintained actual control over the means and methods by which Mr. McNeal performed his work as a Uber Driver, as part of Uber's transportation network service.

- At the time of the incident occurring sometime between March 17, 2017 and April 3, 2017 that precipitated this case, Mr. McNeal was acting on behalf of Uber, acting at the direction of Uber, and in furtherance of Uber's business objectives that is consistent with an agency relationship.

- At the time of the incident occurring sometime between March 17, 2017 and April 3, 2017, Mr. McNeal was Uber's acting on behalf of Uber, acting at the direction of Uber, and in furtherance of Uber's business objectives, in a manner that is consistent with an employee / employer relationship.

- Uber drivers like Mr. McNeal represent Uber to their riders and to the public at large, therefore riders and the public at large believe that drivers like Mr. McNeal are conducting business on behalf of Uber. This creates an agency relationship in the eyes of the public.

- There are many other passenger transport services operating in the ride-for-a-fare space, (taxicabs, sedan services, executive car, shuttles, etc) and although they are not necessarily regulated like TNCs such as Uber, they are ride-for-a-fare services and passengers often use these services interchangeably.

- Uber's business model does not conform with ride-for-a-fare industry standards, and creates a dangerous environment for the public. This neglect in this case was a breach of the national industry standard of care, was a violation of national safety standards and a direct and proximate cause of the incident that resulted in Mr. Grainger's death.

- Uber values quantity of drivers more than quality of drivers, and therefore does properly train, or monitor their drivers. This neglect in this case was a breach of the national industry standard of care, was a violation of national safety standards and a direct and proximate cause of the incident that resulted in Mr. Grainger's death.

- Uber management allows drivers like Mr. McNeal to serve the public without ever learning if or ensuring that he was qualified or safe to transport passengers.

- Though Uber states that safety is a company priority, it does not have a safety program in place that would have addressed the facts in this case, let alone prevented this incident from happening. In fact, Uber's substandard safety program foreseeably enabled this event.

  - Uber's substandard driver training, substandard driver oversight, and substandard rider safely policies exhibit a wanton and systemic disregard for members of the public such as Mr. Grainger.

  - Uber's "safety program" was unsafe, and demonstrated a wanton disregard for the public and was a proximate cause of the incident which resulted in the death of Mr. Grainger.

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- Uber's substandard policies, its negligence, and its wanton and systemic disregard for the public, caused the series of events to occur that resulted in the death of Mr. Grainger.

- Though Uber states that safety is the company's highest priority, it does not have a safety program in place that would have addressed the facts in this case, let alone prevented this incident from happening. In fact, Uber's substandard safety program, including using Chekr, enabled this event.

- Uber's business model, especially regarding its driver vetting, on-boarding, and managing its relationships with Uber drivers, created a dangerous environment for members of the public like Mr. Grainger.

- Uber management never actually meets any of its drivers and allows them to serve the public without ever learning if drivers like Mr. McNeal are safe to transport Uber riders or to even operate a motor vehicle in the public square.

(MY OPINION NARRATIVE STARTS ON PAGE 34)

IV. EXPERT WITNESS CREDENTIALS

A. My experience specific to Transportation Network companies (TNCs) - TNC companies, also known as "Ride Hail" or "ride sharing" services, have proliferated throughout the United States over the past 15 years. The 2 largest companies in this sector are Uber and Lyft, but there are now, and have been, other Ride Hail services that function in a similar manner to Uber (and Lyft.) These would include Z-Trip, SideCar, Curb, Juno, Flywheel, Wingz, Revel, Summon, Waymo, Via, Cab Hound, Veyo and others that operate now, and have operated in the past, both nationally and regionally. Since 2012, as a consultant, I have provided consulting services to the entities that have owned and operated Flywheel, Cab Hound, Curb, Z-Trip, and Veyo nationally, as well as assisting client companies across the country in creating and managing their own regional TNC-style service. In addition, I provide both consulting and expert services on TNC-style delivery services like Uber One, Uber Eats, Grub Hub, & Door Dash. Including this case, I have been engaged as an expert 70 times in legal matters involving TNCs, including 46 times involving Uber Technologies (40 Uber, 8 Uber Eats) and 28 times involving Lyft. One of my Uber engagements listed on Page 6 of this report actually involves more than 1000 individual Uber cases with more than 1000 individual Plaintiffs. I have served as an expert on legal matters involving TNCs in 16 states. I have acquired knowledge concerning the inner workings of Uber's operations as they relate to TNC regulations, vehicle signage, driver vetting, driver on-boarding, driver training, driver control, driver monitoring, and control of driver separations from the company.

In addition, as an industry professional, I get a daily news feed of stories related to the ride-hail industry. I get regular updates on facts, stories, reports, studies, governmental rulings, legal matters and other issues involving the Ride Hail industry from governmental agencies, transit industry leaders, the business community, and business media. Due to this fact, I've accumulated a great deal of information and knowledge about Uber) over the years they have been in business. My opinions are informed from facts and data received from sources like the New York Times, CNN, Business Insider, INC.com, the Washington Post, bizjournals.com, Bloomberg News, CNBC, CBS News.com, Who's Driving You, & other prominent media that cover the TNC space.

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My Federal Consulting Experience involving ride-for-a-fare passenger transport- My national consulting & research studies involving ride-for-a-fare transportation have been published by:

- The Veterans Administration
- The Federal Transit Administration (FTA)
- FTA's Project Action
- The Transportation Research Board (TRB)
- TRB's Transit Cooperative Research Program (TCRP)
- The National Academies of Sciences, Engineering, and Medicine
- The National Research Council
- The National Aging and Disability Transportation Center
- The National Center on Senior Transportation
- The National Research and Training Center on Blindness and Low Vision
- The Transportation Alliance

I have conducted ride-for-a-fare training seminars for the Federal Transit Administration in these cities:

- Boston, MA
- Seattle, WA
- Las Vegas, NV
- Denver, CO
- Dallas, TX
- Kansas City, MO
- Chicago, IL
- Tampa, FL
- Washington, DC
- Arlington, VA
- New York City, NY
- Providence, RI

I have also conducted ride-for-a-fare driver training seminars for:

- the Houston, TX Convention & Visitors Bureau
- the Michigan Department of Transportation,
- the Virginia Department of Rail and Public Transpiration,
- the Florida Public Transit Association,
- the Florida Commission for the Transportation Disadvantaged.
- the Charlotte (NC) Douglas International Airport
- the Lee County International Airport (Ft. Meyers, FL)
- the Charlotte, NC Convention & Visitors Bureau

B. My Transportation Credentials re: Safety and Driver Training- I have been heavily involved in ride-for-a-fare driver training since the mid-1970's. As stated earlier, in 1976, I created the first known training video for ride-for-a-fare drivers in the United States. In addition, I have had training in the following **Driver Training Programs**, all of which are recognized by the ride-for-a-fare transportation sector:

- "Driver Awareness, 35 Questions" - AMS Distribution Corporation, Dallas, TX
- "Lift Operation", S/series Training- Ricon Corporation, Pacoima, California
- "Most Common Collisions"- Smith Systems, Dallas, South Carolina
- "PRACTICUM", Passenger Assistance Training- Film Slide Presentation produced by The Transportation Management Association, Dallas, South Carolina

- "Reversing the Trend- Driver Safety"- Smith Systems, Dallas, South Carolina
- "STARTS" Training, Pre-Trip Inspection- Rice Transportation Safety Institute, Wash, D.C.
- "Street Smart"- Smith Systems, Dallas, South Carolina
- "Understanding Special Passengers"- Training program by the Easter Seal Society

C. I have been engaged as an Expert Witness in the following 70 legal matters involving TNCs:

2024- Naples, FL- Doe v. Moreno-Cerritos & Uber Technologies, Collier County Court, Case No. 23-CA-823
2024- San Diego- DeMartino v Uber, San Diego Superior Crt, Case No. 37–2023–00002051–CU–PA–CTL
2024-Ft. Lauderdale, FL- Raymond Preston vs Uber, Diaz, & Garcia, Broward County Civil Case
2024- Charleston, SC- Grainger v. Uber, & McNeal, 9th Judicial Circuit Court Case No. 2020-CP-10-
2024- Chicago, Ciganek v Lyft & Lewis-Brisco, Cook County Circuit Court Case No. 2022L005634
2024- Washington, DC-Brown vs. Empower, Washington, DC Superior Court Case No. 2023-CAB-6742
2024- Rio Arriba, **NM**- Romero v Grant & Uber, 1st District Court, Case No. D-117-CV-2022-00286
2024- San Francisco, CA- Assault Litigation vs Uber, US District Court Case No. 3:23-md-03084-CRB
2024- Seattle- Melton vs Raiser, LLC & Uber Technologies, U.S. District Court, Seattle, Civil Case
2024- Las Vegas, NV- Repetti vs Riddle & Lyft, Clark County Court, Case No: A-22--863118–C
2024- Las Vegas, NV- Henderson v Melendez, Rasier, Uber, Clark County Court Case No. A-24–85484–C
2024- Abilene, TX- Livingston vs. Wise, Uber, & Rasier, 350th Judicial District, Case No. 13078D
2023- Arlington, TX, Doe v Victor Huynh Le & Uber, Dallas County Court, Case No. CV23-1343;
2023- Shawnee, KS- Thulin vs Lyft, District Court of Shawnee County, Case No. 2022-CV-000010
2023- Napa, CA- Pond v Envoy Tech. Electric Car Sharing, Napa County Superior Court, Civil Case
2023- Denver, CO- Soo Yeon Lee vs Uber, Rasier & Hancock, Denver, CO Circuit Court, Civil Case
2023-Las Vegas, NV- Grainger v McNeal, Rasier, Uber, Clark County District Court Case No. A–23–864262– C.
2023- Arlington, TX- Jane Doe vs Raiser, LLC & Uber Technologies, Dallas County Court Civil Case
2023- Washington, DC- Tabitha Jackson vs Lyft, Inc, Washington, D.C. Superior Court, Civil Case
2023- Detroit, MI- Doe vs Uber, Rasier, & Ahmed, Wayne County Circuit Court, Case No. 22-013966–CZ
2023- Phoenix, AZ- Harris vs. Schulz and Lyft, Maricopa Co. Superior Court, Case No. CV 2022–016907
2023- Chicago, IL- Yots, vs Daniel, C Reihm and Lyft, Cook County Circuit Court Case No. 21L3628E
2023- Philadelphia, PA- Doe v Lyft, & Mitchell, Philadelphia Common Pleas Court Case No. 220501534
2023- Essex County, NJ- DeNegri, v. Lyft, Superior Court of New Jersey as Case No. ESX-L-771-21
2023-Washington, DC- Doe vs Lyft, District of Columbia Superior Court, Civil Case To Be Filed
2022- Santa Fe, NM - Kaufman v Lyft, Santa Fe County Court, Case No. D-101-CV-2020-0054l
2022- Houston, TX- Wilson v. Lyft & Delgado, Harris County District Court, Case No. 2021-32920
2022- Tulsa, OK- Shadrick vs Baabbad & Uber Technologies, Tulsa Co. District Court, Civil Division
2022- Las Vegas- Sharon Weinstein v Kugler & Uber, Clark County District Court, Case No A-21-841755-C
2022- Seattle, WA, Ceesay v. Uber, U.S. District Court, Seattle, Case No. 2:21–COV–00202 – BJR
2022- Louisville, KY - Strand vs Uber & Rasier. LLC, Jefferson County Circuit Court, Civil Case
2022- Miami, FL- Antolin v Uber, State of Florida 11th Judicial Court, Case No. 19-037803 CA 01
2022- Washington, DC- Baedeker v Uber & Rasier. LLC, DC Superior Court, Case No. 2021 CA 003044 V
2022- Costa Mesa, CA- Najera v Uber & Lyft, Superior Court, Case No. 30–2018–01006334-CU-PA-CJC
2022- Boston, MA- William Good vs Uber, Rasier, and Jonas Yohou- Suffolk Superior Court
2021- Wareham, MA- Spencer vs. Lyft & Turner, Plymouth Co. Superior Court, Case No. 2183CV00179
2021- San Francisco, CA- Doe vs Lyft, Inc, San Francisco Superior Court, Case No. CGC-19-578124
2021- Moorestown, NJ- Ireland v Uber, Middlesex County Superior Court, Case No. MID-L-6867-19
2021- San Francisco, CA- Roe vs Uber, et. al., San Francisco Superior Court, Case No. CGC-19-574439
2021- Seattle, WA- Jordan v Fascitelli and Lyft, Seattle Municipal Court, Case No. 20-2-15959-0 KNT
2021- Las Vegas, NV- Terry vs Rasier, Clark County District Court, Case No. A-20-814424-C
2021- Las Vegas, NV- Carl Odom vs Lyft, Clark County District Court, Case No. A-20-811801-C

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2021- West Palm Beach, FL- Brookes v Lyft, 15th Judicial Circuit Court, Case No. 2019-CA-004782
2021- Chicago, IL- McKeever vs Uber, Circuit Court of Cook County, IL, Civil Case.
2021- Pittsburgh, PA- Davidson vs Lyft, Allegheny Co Common Pleas Crt, Case No. GD-19-001928
2021- San Diego, CA- Atkinson vs Lyft, Kevin and Kristen Murphy, San Diego Superior Court
2021- Scranton, PA- Townes vs Lyft, Lackawanna Com. Pleas Court, Case No. 2019-CV-1759
2020- Baltimore, MD- Doe vs Uber, District Court, Baltimore Division, Case No 1:20 CV 00370
2020- Spokane, WA- James v. Uber et al, Washington Superior Court, Case No. O-100955
2020- Boston, MA- Deirdre Karle vs Jose Mejia and Uber, Suffolk Superior Court
2020- Chicago, IL- Dickens vs Uber, Cook County Circuit Court, Case No. 17 L 010222
2020- Philadelphia, PA- Serize vs Uber Technologies, Court of Common Pleas, Case No. 0090
2020- Rockville, MD- Parker vs Raiser, Inc. d/b/a Uber Technologies & Hayatullah Ameri
2020- West Palm Beach, FL- Nino vs Uber & Mario Easie, 15th Judicial Circuit of Florida
2020- Union City, NJ- Dawn Post vs. Lyft, NJ Municipal Court, Docket No.: MRS-L-002475-17
2019- Philadelphia, PA- Demar vs Uber, Philadelphia Court of Common Pleas, Nov 2017, No. 01354
2019- Pittsburgh, PA, Martin vs Uber, Allegheny Co. Common Pleas Court, Case No GD17- 004263
2019- Las Vegas, NV- Ibarra vs Uber & Raiser, Clark Co. District Court, Cause No. A-17-765600-C
2019- Philadelphia, PA- Griffith vs Uber, Common Pleas Court of Philadelphia, Case ID: 181200411
2019- Atlanta, GA- Fallen vs Uber & Jerome Booze, Cobb County Superior Court
2018- West Palm Beach, FL- Jane Doe vs Uber, 15th Judicial Circuit of Florida
2018- Las Vegas, NV- Jane Doe vs Uber, Clark County District Court
2018- Las Vegas, NV- Jane Doe vs Lyft, Clark County District Court
2018- Dallas, TX- Freyer vs Lyft, 162nd Judicial District Court of Dallas Co. Cause No. DC-17-14517
2018- Ann Arbor, MI- Bridges vs Uber Technologies, Circuit Court of Wayne County, MI, Civil Case
2017- Milwaukee, WS- Jane Doe vs Uber, Milwaukee County District Court
2017- Chicago, IL- Johnson vs Lyft, Cook County Circuit Court, Case No. 107 L 5736
2016- San Francisco, CA- Dinapoli vs Lyft, California Superior Court, Case No. CGC 15-547154
2016- Miami, FL- Perez vs. Lyft, Miami-Dade County Circuit Court, Case NO: 2015-026727 CA 01
2014- Denver, CO- Colorado Senate TNC Regulation Hearings (SB125)

My Professional Experience in the State of South Carolina- I have more than 20 years of professional experience in the State of South Carolina as a consultant for the transit industry, as an Expert Witness, and a Industry Professional Speaker.

Consulting- Since opening my firm in 2002, I have been engaged in South Carolina as a consultant on projects involving passenger transportation in the following cities:

- **Aiken**
- **Anderson**
- **Beaufort**
- **Bluffton**
- **Charleston**
- **Columbia**
- **Furman**
- **Greenville**
- **Hilton Head**
- **Irmo**
- **Isle of Palms**
- **Myrtle Beach**
- **North Charleston**

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Public Speaking in Transit Industry- As a nationally-known Industry Professional, I have made Transit Industry Convention Presentations in the following cities:

- **Charleston**
- **Columbia**
- **Myrtle Beach**

As an Expert Witness I have been engaged in South Carolina in the following legal matters.

2023- Charleston- Grainger v. Uber, & McNeal, 9th Judicial Circuit Court Case No. 2020-CP-10-
2019- Columbia- Day vs Pro-Care, Richland Co. Common Pleas Court, Case No. 2018-CP-40-01160
2016- Dillon County- Miles v Meditam, Common Pleas Court, , Docket No. 2015-CP-17-413
2006- Columbia Capital City Cab vs. The Central Midlands Regional Transit Authority

V. CASE MATERIALS REVIEWED

I have reviewed the following case materials in preparation for forming my opinions in this case:

58-23-1650 Driver qualification requirements documentation inspections of record

South Carolina TNC Regulations- Title 58

2020.03.23.Filed Complaint.pdf

2020.10.09.Raiser's Ans to Complaint.pdf

2020.10.09.Uber's Answer to Complaint.pdf
2023.9.11 Rasier's AINT to PLF.pdf

2023.9.11 Uber & Rasier's RTRFP to PLF.pdf

2023.9.11 Uber's AINT to PLF.pdf

Uber-Rasier 00001-00077.pdf

Media Reports:

How Uber Breaks the Rules.docx

How Uber Is Changing Drug Dealing.docx

Report_ Uber Investigators Faced 'Trauma' And Huge Caseloads, According To Memo.pdf

Uber and its never-ending stream of lawsuits.pdf

Uber battling more than 70 lawsuits in federal courts – The Mercury News.pdf

UBER CLASS ACTION 2.docx

Uber Class Action Attorneys · Complex Business Litigation · Napoli Shkolnik PLLC.pdf

Uber will pay up to $100 million to settle labor suits.pdf

Uber's investigations unit stressed out over too much work_ report.pdf

Uber's special investigation unit is stressed out and at risk, internal report finds - CNN.pdf

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VI. JMRUBINO TRANSIT CONSULTING EXPERT OPINION METHODOLOGY

I employ an 8 step expert methodology process, which consists of the following:

1) **Facts**- I review the facts of the case, including all the case material that is available.

2) **Initial Analysis-** I conduct my own analysis of what has occurred, and determine how much of that analysis supports the plaintiff's arguments and how much supports the defendant's arguments.

3) **Industry Standards-** I look for industry standards that come into play in each case. Those standards are typically national, but some standards may exist in-state, or even locally. In addition, those standards will be specific to the industry modality involved in that case. For example, taxicab standards would be different than limousine standards which would be different from bus standards which would be different from paratransit standards, etc. In considering those standards and applying them to the case at hand, I might refer to national industry organizations which might publish standards that would be considered representative standards in their particular sub-sector.

Here are examples of some of those organizations and the industry sub-sectors they represent:
TTA (taxis, TNCs, limousines, paratransit, NEMT, shuttles, general livery, brokers, etc,)
APTA (large/medium market public transit, paratransit, municipal bus, connector services, etc)
ABA (transit bus, charter bus, school bus, private bus services, etc,)
NLA (limousines, premier car services, sedan services, black car, chauffeured services, etc.)
CTAA (small market transit bus services, NEMT, NGO transportation, NEMT brokers, etc)

4) **Regulations and Contractual Requirements**- I look for state and local regulations, as well as contractual obligations that are germane to the case, such as transportation agreements between parties that resulted in this particular company picking up this particular passenger.

5) **Support Material-** I look for peer-reviewed support material that has been written on the issues involved in this case.

6) **Initial Opinions-** I develop my initial expert opinions concerning the key issues involved in the case. In developing those opinions, I rely upon my 47 years of experience in the transit industry, including protocols and procedures used in operating and managing companies I either owned or were employed by, as well as protocols and procedures used in companies that I have consulted with.

7) **Attorney Consultation**- After developing my initial opinions, I consult with the attorney(s) who engaged me on the case. I discover if the attorney has any questions, comments, or new case material prior to composing my written report.

8) **Expert Report-** My formal opinions are put into writing accompanied by other statements supporting those opinions. When completed, the report is presented to the attorney.

VII. NEGLIGENCE CLAIMS AS STATED IN COMPLAINT

- The Plaintiff is the sister and Personal Representative of the Estate of Sebastian Linares Grainger. Sebastian died on or about April 3, 2017 as a result of the acts complained of herein.
- Defendant Uber Technologies, Inc. is a corporation organized and existing under the laws of a state other than South Carolina, doing business in Charleston County, South Carolina.
- Defendant Raiser, LLC is a company organized and existing under the laws of a state other than South Carolina, doing business in Charleston County, South Carolina.
- Defendants Uber Technologies, Inc. and Raiser, LLC are collectively hereinafter referred to as "Uber".
- Defendant Jesse McNeal is a resident of Charleston County, South Carolina.
- This Complaint asserts claims of wrongful death under South Carolina Code § 15-51-10, et seq. as well as other claims.
- Defendant McNeal was, at all relevant times, acting as a driver for Uber.
- Defendants were operating jointly as common carriers in the State of South Carolina.
- Prior to becoming an Uber driver, Defendant McNeal had a criminal record.
- Prior to becoming an Uber driver, Defendant McNeal had a drug problem and used cocaine.
- Defendant McNeal resumed his cocaine habit while driving for Uber, purportedly so that he could "stay awake" to drive for Uber at night.
- While acting as an Uber driver, Defendant McNeal had contacts with individuals known to law enforcement as drug dealers and suppliers.
- **Sebastian met Defendant McNeal through Uber.**
- **Defendant McNeal was Sebastian's Uber driver on several occasions.**
- On one Uber ride, Defendant McNeal offered to procure drugs for Sebastian, and the ride destination was changed to the drug dealer's address.
- Sometime between March 27, 2017 and April 3, 2017, Defendant McNeal again procured drugs for Sebastian.
- Unbeknownst to Sebastian or Defendant McNeal, the substance provided by Defendant McNeal to Sebastian contained fentanyl.
- Sebastian died from an accidental overdose on the drugs provided to him by Defendant McNeal.
- Mr. McNeal was charged and convicted for his involvement in Sebastian's death, and is currently incarcerated.
- Even after Sebastian's death, Defendant McNeal continued to drive for Uber.
- Defendant McNeal was detained pending trial as he was deemed a danger to the public because of his conduct and because of his position as an Uber driver.
- Uber states that passengers are entitled to "peace of mind on every ride".
- Uber holds out to the public that its drivers undergo a "multi-step safety screen" and are "vetted every year".
- Uber holds out to the public that its screenings of its drivers check for "issues including but not limited to…drinking and drug-related offenses".
- Uber holds out to the public that it uses "technology that proactively fetches new criminal offenses using several sources".
- Prior to Sebastian's death, Uber was aware that several of its drivers were offering to procure illegal drugs for their passengers.
- Uber failed to properly screen, supervise, and monitor Defendant McNeal and his use of the Uber application, Uber platform, and Uber signage.
- As a direct and proximate result of the Defendants' recklessness and gross negligence, Sebastian lost his life.

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- Uber knew or should have known that its hire of Jesse McNeal as an Uber driver created an undue risk of harm to the public. The harm suffered by Plaintiff was foreseeable.
- Uber had a duty to exercise reasonable care to prevent its drivers from harming others or from conducting themselves in such a way that poses an unreasonable risk of bodily harm to Uber passengers.
- Defendant McNeal used the Uber application, Uber platform, and Uber signage.
- Defendant McNeal was acting, at all relevant times, as an Uber driver.
- Uber cloaked Defendant McNeal with apparent authority through the application, platform and signage. Uber was aware of Defendant McNeal's use of the Uber application, platform and signage, gave its permission for such use, and benefitted financially from it.
- Uber had the ability to prevent Defendant McNeal from using its platform and application to reach the public. In fact, Uber purports to provide initial and continuous driver screenings to protect the public. Uber is aware of the necessity and opportunity for it to prevent driver's that have criminal backgrounds, abuse drugs, and attempt to procure drugs for Uber riders from using its applications and platforms.
- Uber was negligent and grossly negligent and breached its duties in the following particulars:

a. Failing to adequately perform an initial screen of Defendant McNeal
b. Failing to transport Sebastian from one location to the next without incident;
c. Failing to identify Defendant McNeal's criminal record;
d. Failing to provide adequate drug testing for Mr. McNeal;
e. Failing to supervise Defendant McNeal;
f. Failing to train Defendant McNeal;
g. Driving while under the influence of illegal drugs;
h. Failing to terminate Defendant McNeal's ability to use the Uber application, Uber platform, and Uber signage when Defendant McNeal began to use illegal drugs;
i. Fostering an environment in which drivers might resort to drastic measures to drive through all hours of the night;
j. Failing to provide adequate staff to address concerns of drivers offering illegal drugs to Uber passengers and other safety concerns; and
k. In other particulars that may become apparent through discovery.

- Plaintiff reasonably relied on Uber to screen its drivers and to exercise reasonable care.
- As a direct and proximate result of the Defendants' recklessness and gross negligence, Sebastian lost his life.
- Defendants undertook, for compensation, to carry passengers of the general public, including Sebastian, from place to place.
- As common carriers of passengers, Defendants owe the highest degree of care to their passengers.
- Defendants breached their duties in the following particulars:

a. Failing to adequately perform an initial screen of Defendant McNeal;
b. Failing to transport Sebastian from one location to the next without incident;
c. Failing to identify Defendant McNeal's criminal record;
d. Failing to provide adequate drug testing for Mr. McNeal;
e. Failing to supervise Defendant McNeal;
f. Failing to train Defendant McNeal;
g. Driving while under the influence of illegal drugs;
h. Failing to terminate Defendant McNeal's ability to use the Uber application, Uber platform, and Uber signage when Defendant McNeal began to use illegal drugs;

i. Fostering an environment in which drivers might resort to drastic measures to drive through all hours of the night;
j. Failing to provide adequate staff to address concerns of drivers offering illegal drugs to Uber passengers and other safety concerns; and
k. In other particulars that may become apparent through discovery.

As a direct and proximate result of the Defendants' conduct, Sebastian lost his life. Defendants are strictly liable to Plaintiff.

VIII. MY KNOWLEDGE BASE

A. The "ride-for-a-fare" sector of the passenger transportation industry has long-established Public Safety Standards- The States of South Carolina, Uber riders, and the public at large all expect Uber to comply with, and adhere to, the Public Safety Standards established by the ride-for-a-fare industry over its 100+year history. When TNCs like Uber entered the ride-for-a-fare transportation industry sector, **they did not create new services.** For-hire livery services, also called "for-hire" or "ride-for-a-fare" services have existed for centuries, dating back to the horse and carriage. Taxicabs and other ride-for-a-fare livery services have been regulated by their states and local municipalities for more than 107 years, dating back to the founding of the first industry trade association, **The Transportation Alliance**, founded by John Hertz in 1917. While more recently-created companies like Uber (and Lyft) helped to modernize the ride-for-a-fare industry, they did not create new services, they merely entered an industry sector that was already both mature and robust.

B. Attention to public safety is the most important requirement of a ride-for-a-fare service- Because TNCs like Uber are ride-for-a-fare transportation services available to the public at large, and since governmental agencies require publicly available transportation to operate safely, those TNC's are required to be licensed, to be insured, and to establish policies and operating procedures that ensure the public that their operation is safe to use. As a result, licensed and regulated ride-for-a-fare services that operate in the public square must meet standards that are expected not only by the governmental agency that regulates that company, but also by the riders of that service, as well as members of the general public. The regulating body, the company's ridership, and the public sharing the roadway all have the expectation that TNCs like Uber are operating in a way that adheres to the duty of care Uber has to public safety. Due to these reasons, when a company like Uber DOES NOT meet those long-established industry standards for public safety, that company is operating in a substandard way. **That is what happened in this case.**

C. Industry research, including rider and public expectations of TNCs, is extensive- Industry research demonstrates that the public has the same expectations of TNCs like Uber that they do with all ride-for-a-fare services. In this expert report I will provide an abundant amount of information that demonstrates that Uber riders, as well as members of the general public, have the same 3 expectations whether using a TNC like Uber or a taxicab. **(See page 31 of this report).** I will cite a variety of studies that industry consultant Bruce Schaller and others have made on the rideshare industry. Mr. Schaller is the premier industry researcher in the field of ground passenger transportation, and is a former employee of the New York City Taxi and Limousine commission. He now has his own firm, Schaller Consulting.

D. TNCs must comply with long-established ride-for-a-fare industry standards. If not, they are sub-standard- My experience in the Ride Hail sector, as both a consultant and as an expert witness, is extensive. I have provided consulting to many Ride Hail services throughout the United States,

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working extensively with the original Ride Hail service, Curb, and the fastest growing, Z-trip, in dozens of cities. Curb & Z-trip are now the 3rd and 4th largest Ride hail services in the country after Uber and Uber. In addition, I have learned about the inner workings of TNCs like Uber (and Lyft) while working on 70 cases as an expert witness. All of the evidence I have learned through my work, when combined with Mr. Schaller's extensive research on TNCs, demonstrates that taxicabs and TNCs like Uber (and Lyft) provide the same exact service in the eyes of the riding public and the general public. **That service is a ride in exchange for a fee called a "fare."**

E. TNCs and taxis are often used interchangeably- Further evidence of the interchangeability of taxis and TNC cars is that **TNCs often work with taxi companies in tandem on Ride Hail apps** in major cities like New York, Los Angeles, or San Francisco, or on government contracts (**see Pages 16-17 below)** to provide these ride-for-a-fare services. As a result, TNCs and taxicabs are seen as being in the same industry sector, ride-for-a-fare transportation. Due to the fact that the public perceives TNCs and taxis as providing the same type of service, the public also expects both taxis and TNCs like Uber to comply with ride-for-a-fare industry standards, especially as they apply to public safety. In the next section of my report, I will provide more information to demonstrate why the public has the expectation that Uber should comply with the long-established ride-for-a-fare standards of providing for public safety.

F. The public, including Uber riders, believe drivers like Mr. McNeal represent Uber- Uber is a ride-for-a-fare transportation service and is regulated as one. TNCs like Uber are regulated transportation companies in every state, including South Carolina. Mr. McNeal was required to secure a business license documenting that he worked as a driver for both Uber and Lyft passengers. That business license was produced in this case.

Mr. McNeal was on-boarded by Uber and authorized to pick up riders who requested a ride. The public, including Uber riders and others sharing the roadway with drivers like Mr. McNeal, believe that Uber drivers represent Uber.

G. Uber's standard defense arguments in personal injury cases are provably false- As an expert witness who has now been engaged 70 times on cases involving TNCs like Uber, and after being deposed dozens of times by TNC attorneys in those cases, I have a very good grasp of the defense arguments TNCs like Uber use in cases like this one. Those Uber arguments typically include the following:

- We (Uber) are not a transportation company, we are a platform that merely links together individuals who seek rides with other individuals who seek to provide those rides.
- Since we are not a transportation company, we are not required to adhere to the same operational standards as ride-for-a-fare companies like taxis, sedan services, and other ride-for-a-fare fleets. We are different.
- Those performance standards, including training drivers and monitoring their behavior, established during a century of ride-for-a-fare transportation, don't apply to Uber.
- This event is the fault of Mr. McNeal, and he does not represent Uber.
- Mr. McNeal is an independent contractor, not an employee of Uber. No agency relationship exists between Mr. McNeal and Uber.
- Mr. McNeal is not a Uber employee because he can choose what days to work, what hours to work, how many hours to work and where to work.
- Mr. McNeal is not an employee because he is not compelled to work. In fact, he has the ability to reject riders if he so chooses.

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All of these defense arguments are fallacious, are easily proven false, and I will provide the evidence for my claims in this report.

H. TNCs like Uber provide a taxi-style service- TNCs and taxicabs provide identical services. In fact, **Uber was created as a taxi company called "Uber Cab."** Uber first launched in San Francisco in 2009 as UberCab. At first, it used its mobile phone application to dispatch black Lincoln Town Cars and limousines, operated by licensed professional drivers who worked with regulated, licensed Charter-Party Carrier (TCP) businesses. It branded itself "Everybody's Private Driver." In 2012, Uber expanded its offerings to include traditional taxi services, and also less expensive rides in unmarked "hybrid and mid-range cars in a variety of colors," still operated by licensed, regulated TCPs. It called these cheaper rides "UberX."

I. Uber joined a robust industry that was already providing an identical service and that already had a smart phone app to book taxi rides- Riders may prefer a TNC vehicle like Uber to a taxicab for reasons of their own choosing, but the services rendered are the same. Taxis have been around for more than 100 years providing rides for passengers for a fare from Point A to Point B. Many of these taxi companies have allowed customers to book rides electronically for decades. In fact, my company in Miami (Metro Transportation) accepted on-line ride bookings starting in the mid-1990's. There are many facts that support my claims, and I will provide a chronological history of those facts starting on Page 18 of this report. These events demonstrate that TNCs like Uber and taxi services are used interchangeably, not just by the public at large but also in government-funded transit projects. Currently, every major taxi company and sedan service operating in a major American city has an app to book rides. **In fact, many taxi companies have had an app since BEFORE Uber and Uber came into existence.**

J. The concept of Ride-Sharing is a myth. The service is more aptly called "Ride Hail"- While TNCs like Uber are often referred to as "Ride Share" services, **that term is actually a euphemism coined to create the false notion that Uber drivers are merely sharing rides with others traveling in the same direction.** That is fallacious. All TNC drivers like Mr. McNeal work as professional drivers and provide taxi-style services. Whether a Uber driver like Mr. McNeal works full-time or part-time, that driver is performing ride-for-a-fare services to earn income. He is not "sharing a ride" with another person who happens to be traveling in the same direction. **This was a myth created by Uber's advocates in order to convince the San Francisco Metro Transit Authority that taxi ordinances did not apply to Uber**, which I explain below. This ride share myth has long been dispelled. Due to the fact that the vast majority of today's ride-for-a-fare riders summon a ride via a smart phone app, **the term "Ride Hail" is more appropriate**. This term was coined by Matthew Daus, the former head of the New York City Taxi and Limousine Commission, and the current President of the International Association of Taxi Regulators. The term is an homage to the idea of a pedestrian hailing a taxicab.

K. Uber decided in its infancy that it would not comply with either industry regulations or industry standards, resulting in a dangerous environment for the public- Uber's approach to safety reflected its dominant goals of recruiting riders and drivers with as little friction as possible. Uber chose to achieve growth at the expense of public safety. When Uber launched its new transportation system, it did not hire any safety experts nor did it spend a single minute or a single dollar thinking about how to prevent accidents. To this day, Uber's efforts regarding safety are primarily focused on appearing safe, not actually being safe. Uber reassures riders that it uses "multi-step safety screening" of drivers, along with regular review of drivers' histories.

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Despite the taxi industry having a long-established method of vetting drivers, Uber chose to ignore it- Unlike the taxi industry, Uber conducts background checks using the information a driver provides **(name and social security number, which may or may not be that of the actual driver)** and not using any biometric information **(e.g., fingerprints).** Uber conducts these background checks using often-sparse public databases, not the FBI database used by the taxi industry. **When states (such as Maryland and Massachusetts) performed their own fingerprint-based background checks, 12-15% of drivers who were eligible under Uber's standards flunked the official background checks.** Uber knows its background checks are inadequate, and knows that fingerprint-based background checks would be safer for riders. But because Uber's business requires rapid on boarding of new drivers to maintain a steady supply of rides, it will not change its practices.

Prior to Mr. McNeal applying to be an Uber driver, he had been classified as a Habitual Offender by law enforcement- Case material provided to me in this matter reveals that Mr. McNeal had already been determined by law enforcement to be a **HABITUAL OFFENDER.** In addition, Mr. McNeal had a previous conviction for a firearm violation. Despite these facts, Uber on boarded Mr. McNeal and allowed him to transport Uber riders and members of the public like Mr. Grainger. **This decision by Uber to onboard a candidate with major "red flags" demonstrates a failure on Uber's part to conform to long-established industry standards.**

Despite the claims it makes in legal matters like this one, Uber has never presented itself to the public as a mere technology company or broker of transportation services- It has always advertised itself as a transportation company that provides reliable and safe rides. For example:

- In 2011-2013, its website and ubiquitous advertising called Uber **"Everyone's Private Driver."**
- It also advertised the fact that it was dispatching **"licensed, professional drivers."**
- In 2015, its website said Uber provided "rides on demand."
- In 2016 it said "Uber is the smartest way to get around."
- In 2017 and 2018, its website said "Wherever you're headed, count on Uber for a ride" and "Ride with Uber."

To illustrate the fact that Uber merely entered the already-developing Ride Hail phase of the for-hire, or, ride-for-a-fare transportation industry sector, I offer the **Timeline** of relevant events.

I will demonstrate that TNCs like Uber merely:

- entered a robust, long-existing, mature, ride-for-a-fare industry sector,
- offered the exact same service as those ride-for-a-fare companies already in that sector,
- were recognized by government agencies as providing taxi-style services,
- became intertwined, contractually, with taxicab companies and other ride-for-a-fare players in the industry,
- began to work, side by side, with those taxi fleets and other ride-for-a-fare services on transit projects funded by local government entities.

The Ride Hail Timeline

1995- With the first major internet service, America Online (AOL), reaching several million customers, many taxi companies in the United States began to accept online bookings.

- My company in Miami, Metro Transportation Services **(Metro**), was one of those companies.

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- From 1995 until the time I left the company in 2002, Metro accepted hundreds of on-line taxicab and delivery service requests on a daily basis.

2008- The first smart phone app to book a ride from a ride-for-a-fare service was created by an entrepreneur named George Arison.

- Mr. Arison's app was initially called **Ride Charge.**
- This app provided a way that taxi companies could offer riders a way to book their rides online.
- Ride Charge was launched in 2008, an entire year before Uber launched its service.
- In December of 2008, Ride Charge's name was changed to **Taxi Magic.**

2009- Uber was launched as a San Francisco taxi company called Uber Cab.

- Uber Cab's founders' goal was to create a taxicab company that would provide a superior experience to the existing taxicab services in San Francisco.

2009-2011- Uber Cab operated for 2 years as a San Francisco taxicab service.

- After complaints from San Francisco taxi medallion owners that Uber Cab was operating without the proper licensing, and under pressure from San Francisco's Metro Transit Authority, **Uber changed its name from Uber Cab to Uber.**
- It should be noted that Uber did not change the way it was operating its taxicab service; Uber merely changed the name of the company.

2011- SideCar launched in San Francisco.

- The SideCar app allowed riders to book ride-for-a-fare rides, including taxicabs.
- At this point in time, prior to Lyft's launch, there were 3 smart phone apps in the United States that allowed riders to book ride-for-a-fare service: **Taxi Magic, Uber, and SideCar**

Note- It's important to understand that, prior to Lyft's launch, 3 Ride Hail apps were operating in the United States, and all 3 of them were launched as taxicab apps.

2012- Lyft launched its service in San Francisco.

- Lyft provided a service to the public which was, in all key facets of its operation, so similar to Uber that it became virtually identical in the eyes of the public.
- As proof of Lyft's similarity to Uber, thousands of ride-for-a-fare drivers throughout the United States, currently convey both Uber riders and Lyft riders in the same day, often back to back.

2014- In April of 2014, Taxi Magic changed its name to Curb.

- Curb, the original ride-hail app, is now operating in 30+ American cities.

2015- Lyft and United Cab were hired to provide the same exact service on the same public program- In 2015, the transit agency of Pinellas County, FL (St. Petersburg/Clearwater) launched a First Mile/Last Mile service, designed to take people to and from bus terminals and train depots. In addition, the county also created a program transporting workers to and from jobs at night after local bus routes stopped running.

- Pinellas County chose two ride-for-a-fare providers: **Lyft and United Cab Company.**
- For the past 9 years, the two companies have been providing identical services.
- I am the transit consultant hired by United Cab on this project.

2016- Z-trip launched its Ride Hail service as a competitor to TNCs like Uber.

- Z-trip is now available in 38 American cities.
- In some cities, Z-trip is registered as a taxi company and in other cities it is registered as a TNC.

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2020- Lyft and Ace Taxi are hired to provide the same exact service- The Greater Cleveland Regional Transit Authority (GCRTA) contracts with local transportation operator Provide A Ride to provide transport services for elderly and disabled riders in the region.

- In 2020, Provide a Ride hired two sub-contractors to provide service for ambulatory riders. **Those two companies are Lyft and Ace Taxi Company.**
- For the past 4 years, Lyft and Ace Taxi have worked side-by-side in Cleveland, transporting riders on the GCRTA ADA-Paratransit program.
- The two companies are providing identical services.
- I am the transit consultant hired by Provide a Ride on this project.

2022- Riders now use taxi apps to summon a TNC car, or a TNC app to summon a taxicab-

- In 2022, Uber signed partnerships with taxi app Curb in New York City and with taxi app Flywheel in San Francisco.
- Now, both Uber and participating taxi companies have more available drivers for rider requests.
- Curb/Flywheel users may now be sent an Uber car and Uber users may now be sent a taxi.
- The joint-venture aims to provide riders with the closest available vehicle.
- In summary, taxis and TNC's in New York City and San Francisco can now be summoned via the same app.

2022-2024- Thousands of Uber (and Lyft) drivers are now members of The New York Taxi Workers Alliance.

L. Uber Safety Claims- Uber claims it is calibrated for safety. On its website, Uber touts its driver safety and customer service. Uber promotes the good works of its drivers, even calling them **"heroes."** This is indicative of the type of the language Uber utilizes in marketing despite, at the same time, having a dismal record of failing to protect the general public from the behavior of its drivers.

Uber Technologies' public statements also reveal the company boasting of its emphasis on safety, **yet failing to enact a safety plan that met industry standards**. Despite Uber Technologies' claims that its service is safe, the facts of this case demonstrate that the statements in the web links below are false.

In this case, Mr. McNeal was on-boarded and allowed to work as an Uber driver though he was not properly vetted.

- Uber did not determine if Mr. McNeal was qualified to operate in the public square before he began picking up Uber riders.
- No human being at Uber, let alone someone in management, ever met Mr. McNeal, or even spoke to his.
- No one at Uber monitored Mr. McNeal to observe his work, speak to members of the public about his.

No human beings at Uber are involved in the driver on boarding process- As a result of not following industry safety standards regarding vetting, training, and monitoring Mr. McNeal, Uber did not meet the industry standard of deploying only safe drivers to protect members of the public like Mr. Grainger.

On its website, Uber touts its driver safety and customer service. Please see these excerpts from Uber's website:

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Uber @Uber

Not all heroes wear capes.

Uber @Uber

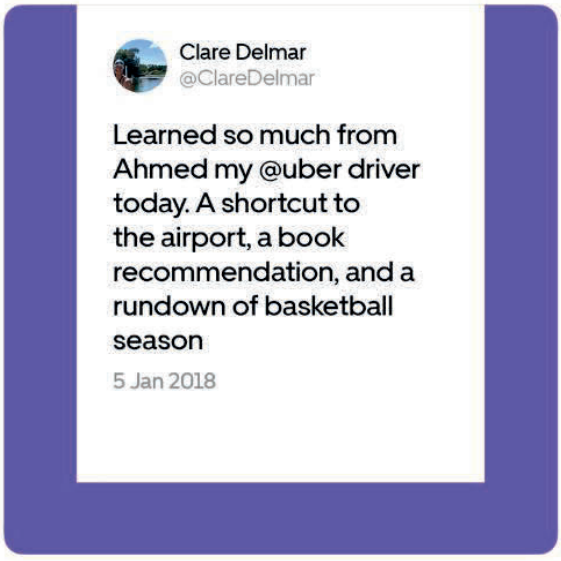
Raise your hand if you wish Onur could be your driver. ✋

Uber @Uber

To all drivers, we couldn't have said it better.

Uber @Uber

To all drivers, we couldn't have said it better.



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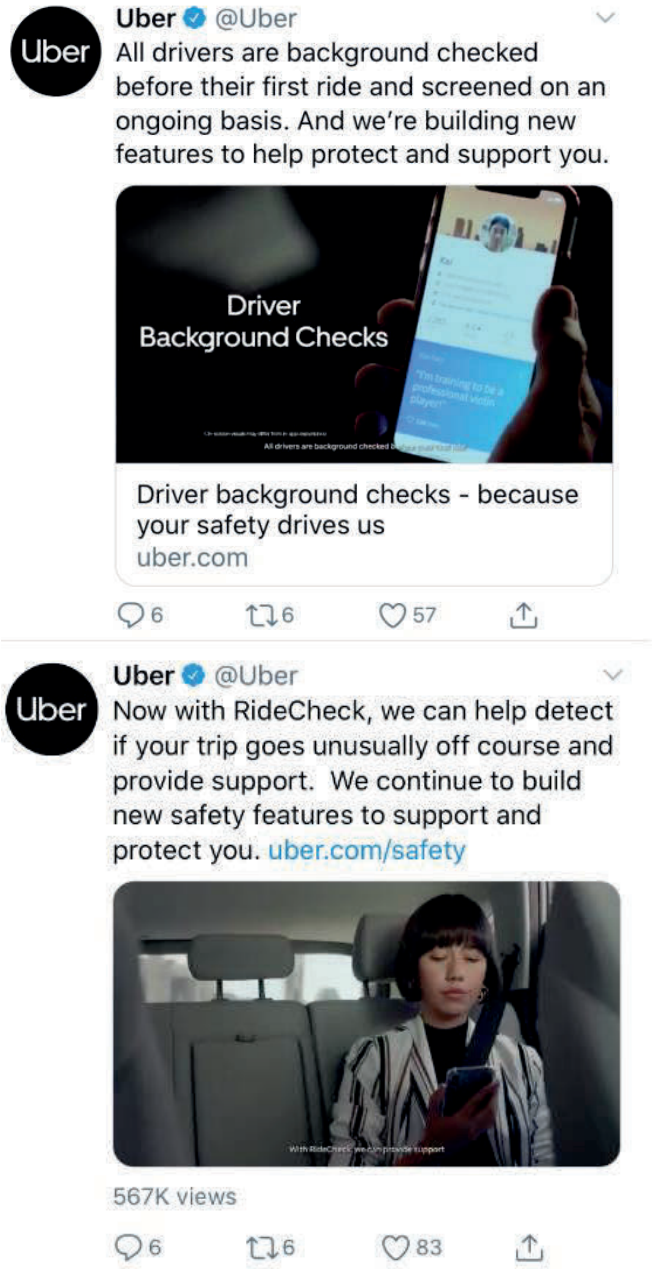

Uber promotes its community guidelines and its commitment to "keep each other safe" and "follow the law.

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Uber's Community Guidelines

Safety and respect for all

We're committed, along with millions of riders and drivers to:

- ✓ **Treat everyone with kindness and respect**
- ✓ **Help keep each other safe**
- ✓ **Follow the law**

As a reminder, everyone who signs up is required to follow these guidelines.

You can read about our Community Guidelines here.

I understand

Uber Technologies' website states the following: ***"Safety is fundamental to Uber. Our technology enables us to focus on rider safety before, during, and after every trip to help make millions of rides safer every day. Safety is our number one priority."*** In addition, their website contains the following declarations to prospective customers:

Our approach to safety- We recognize that every time you open your Uber app, you're putting your trust in us—to not only get you where you need to go, but to also help keep you and your loved ones safe. That trust is what drives us to continuously raise the bar, building new safety technology, setting guidelines for respectful and positive experiences, and more.

Uber Technologies' safety claims- The following declarations are made in the pages under the Safety tab on Uber Technologies' website:

- ***At Uber safety is built in at every step, and making Uber safe for passengers is a top priority***
- ***We care about our community and are always working to improve Uber driver safety.***
- ***Learn about Uber safety tools and practices, including 24/7 assistance***
- ***The health and safety of our community is our top priority, always.***
- ***We're committed to safety and making Uber safe.***

M. As a transit expert I see little tangible evidence that the above declarations are actually true- I have now worked as an expert witness 46 times on cases involving Uber Technologies (**See pages 6-7).** I have seen evidence through case files, including discovery, depositions, and internal Uber communications, that indicates to me that the safety program at Uber, in particular as it relates to the safety of the public, is severely lacking.

These failures to comply with important industry standards by both Uber and its driver, Mr. McNeal, were a direct and proximate cause of the incident in which Mr. Grainger were injured- I

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have served as an expert witness on many cases (including this one) where Uber could not keep members of the public, like Mr. Grainger, safe from people like Mr. McNeal. As more fully described later in my report, the facts of this particular case demonstrate that Uber Technologies does not take appropriate actions to ensure public safety that are consistent with industry standards and best practices. This is a failure on Uber Technologies' part to provide the Duty of Care it owes the public.

N. Uber Technologies' background checks are performed robotically and they miss important data- Court cases, as well as an investigative study by CNN, have determined that the problem of poorly vetted and/or unqualified drivers is worsened by Uber Technologies' own policies, one of which is failure to conduct the type of background checks on drivers that meet industry standards. Despite Uber Technologies' claim to be dealing with this problem, the unqualified driver situation has not gotten much better. Unsafe individuals like Mr. McNeal are automatically approved by Uber Technologies' on-boarding system, **as it is all performed robotically.**

Due to my work on 46 previous cases involving Uber Technologies, I have learned that no human being actually reviewed the backgrounds of people like Mr. McNeal- I am serving as an expert on an Uber case in another city where:

- A man provided Uber with his real Drivers License information.
- He provided a photo of the license with his name displayed on the license.
- He provided Uber with his real Social Security Number.
- Despite those facts, **he told Uber that he was a completely different person.**
- He provided Uber with a name that **was not remotely similar to his real name.**
- Neither Uber, nor their background check company (Chekr) flagged this very obvious discrepancy.
- That is because neither Uber nor Chekr has any human beings involved in the application process, the driver vetting process, or the driver on-boarding process.

Uber Technologies' safety review components are nonexistent- Uber Technologies' safety teams are tasked with reviewing driver background checks, driver Motor Vehicle Records (MVRs), and are expected to take the appropriate steps to uphold the personal safety of third parties and members of the community who are impacted by Uber Technologies' business activities. Yet, what I have learned in my 46 previous cases involving Uber demonstrate that Uber Technologies' self-perpetuated public image is intentionally deceptive and presents a danger to members of the public such as Mr. Grainger.

O. Uber Technologies Delegates Driver Background Checks to Checkr- Unlike most transportation companies who do traditional driver vetting, Uber Technologies contractually delegates its criminal background and driver history checks to Checkr, a low-priced background check company NOT used by the vast majority of for-hire services in either South Carolina, South Carolina, or throughout the United States. For example, Curb, Z-trip and Via, who, after Uber (and Lyft) are the 3rd, 4th, and 5th largest TNCs in the United States make use of the national for-hire industry standard background source: FBI Fingerprinting.

P. Uber Technologies' driver background checks are demonstrably unreliable- Unlike the rest of the for-hire industry, Uber Technologies (and Lyft) stand alone in reviewing driver credentials robotically.

No human being reviews on-boarding applications for people like Mr. McNeal. I know this for a fact.

- As I stated previously in this report, I am currently serving as an expert on a case involving Uber Technologies in another state where the Uber driver drove under an assumed name for 16

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months before committing the act that precipitated the lawsuit. Uber Technologies' background check failed to discover that the driver was using an alias, which was not similar in any way to his real name, even though his Driver's License, or his Social Security Number, which Chekr reviewed, was issued under his real name. And this example was not unique.

- I have worked several OTHER cases (in addition to the one described above) involving Uber Technologies where the Chekr review failed to uncover driver applicants providing names that were completely unlike the name on the applicant's Drivers License and Social Security number.
- In addition, I have worked on cases where the Chekr review failed to flag the fact that the Uber driver had a suspended license.

If drivers do not self-report, Uber may never learn about a problem with a driver- In my 46 previous cases involving Uber Technologies, I have learned that unless an Uber driver like Mr. McNeal **INFORMS** Uber that about recent his traffic infractions, that his license is suspended, or that his vehicle insurance has lapsed, **Uber will likely never learn this fact. Note the following:**

- In one case involving a driver working across state lines in contiguous cities, with Drivers Licenses from BOTH states, the Chekr review process failed to flag the fact that BOTH of those Drivers Licenses were suspended. **The Uber driver was not legal to drive in either state**.
- This fact was only discovered when the unlicensed driver caused a horrific incident which resulted in catastrophic injuries to a member of the public who was merely a bystander.

Uber Technologies' background check system is fatally flawed- After working as an expert witness on 46 cases involving Uber Technologies, I can state with certainty that Uber Technologies' background and motor vehicle record checking system fails to discover information which would, by South Carolina or South Carolina statutes, disqualify people like Mr. McNeal from being on-boarded in the first place. The implications of this fact are massive, that is, that neither Uber Technologies nor Checkr actually know whether an Uber Driver is eligible or qualified because they do not properly search for disqualifying information.

Uber has even ignored warnings about using Chekr for driver background checks when they are provided- Court-compelled documents on another of my cases reveal that after Uber outsourced its background check process to Chekr, Checkr outsourced its lower court reviews to third-parties. **These so named "Professional Court Researchers" specifically warned Checkr that their searches were inaccurate and incomplete.** They "urged [Checkr] to conduct additional qualification and verification measures prior to using" them.

In other words, the 3rd Party outsourcer told Checkr that their searches of potential Uber Technologies drivers could not be relied on to determine whether they were eligible or qualified to work with Uber or Uber. Checkr does not undertake any additional efforts whatsoever to ensure people like Mr. McNeal undergo background checks that are accurate or complete. In addition, Uber Technologies employs no quality control measures to ensure the background checks it receives from Checkr are accurate or complete.

Finally, no one from Uber Technologies or Checkr ever even spoke with Mr. McNeal until after he caused the event which resulted in Mr. Grainger's death.

Uber's background checks, including the one performed on Mr. McNeal, do not meet national standards for the for-hire transportation industry, and recklessly endanger the public- Uber Technologies does not provide, and has never provided, customers with an industry-leading

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background check process as they have claimed. Instead, Uber Technologies has adopted a quick, name-based background check, and has continuously refused to adopt industry-standard, fingerprint-based background checks from its driver qualification process. Uber Technologies' background check process relies upon drivers to submit personal identifiers, such as name, address, driver's license number and state, and social security number, through an online webpage. Uber, in turn, provides this information to third party vendors to perform a basic, name-based background check.

In fact, my research of Chekr reveals that the company is more suited to check a person's credit if applying for an apartment, not a person's background if **applying to work as a carrier of passengers for a fare.**

IX. PREFACE TO MY OPINIONS

A. Many of my opinions about Uber's operation have drawn on knowledge about the company that I have acquired in my experience as both a transit consultant and as an expert witness on my previous cases involving Uber- On pages 6 and 7 of this report, I have listed 70 cases involving Transportation Network Companies in which I have previously worked as an Expert Witness. **This is my 46th case involving Uber Technologies (40 Uber + 6 Uber Eats)**. As a result, I have acquired knowledge concerning the inner workings of Uber's operation as it relates to the issues I will opine on in this report. This knowledge includes TNC regulations, vehicle signage, driver vetting, driver on-boarding, driver training, driver control, driver monitoring, and control of driver separations from the company.

In addition, as an industry professional, I get a daily news feed of stories related to the Ride Hail industry, including TNCs like Uber. I get regular updates on facts, stories, reports, studies, governmental rulings, legal matters and other issues involving the Ride Hail industry from governmental agencies, transit industry leaders, the business community, and business media. Due to this fact, I've accumulated a great deal of information and knowledge about Uber over the years it has been in business. Therefore, besides -using the case materials listed on page 9-10, my opinions espoused in this report are informed from facts and data I have received from sources like the New York Times, CNN, Business Insider, lNC.com, the Washington Post, bizjournals.com, Bloomberg News, CNBC, CBS News.com, Who's Driving You, and many other prominent media sources that cover the TNC space.

B. My familiarity with how TNC regulations are created- Despite now having TNC regulations in every state, including South Carolina, the fact is that almost all of the language that went into those regulations was actually drafted by TNC attorneys who gave those regulations directly to TNC lobbyists. These regulations were then given by those lobbyists directly to bureaucrats or elected politicians who then encouraged their states, including my home state of Florida, to adopt those regulations. Uber, along with Uber, knowingly and admittedly disrupted the ride-for-a-fare transportation sector, and was allowed to do business without industry oversight and regulation. That was a mistake that has been acknowledged by the federal government, as well as by many states and municipalities and as a result, since 2017, many state TNC regulations have changed, and some dramatically. Some states have enacted changes to the state's original TNC regulations, including some states adding requirements that TNCs create driver training programs.

C. Uber drivers like Mr. McNeal are treated like employees by Uber- Despite its claim that Mr. McNeal was an Independent Contractor, a review of the Uber business model demonstrates that Uber had almost complete control over how Mr. McNeal performed his work, and also demonstrates that Mr. McNeal performed the services of Uber while acting in concert with Uber in an employer/employee relationship. According to information I have gleaned from my previous 46 cases involving Uber, I have

learned that Uber engages in personnel management activities that are typical of an employer-employee relationship, including:

- facilitating "meaningful dialogue" with drivers;
- "hold[ing] regular meetings with driver associations
- conduct[ing] regular surveys to gather feedback on our app, our support services, and other matters";
- "continually developing new technology that Drivers can use to acquire information that may help them save on costs and make informed choices about where and when to drive (based on when and where their earnings potential is highest)[;
- "partner[ing] with learning and academic institutions to provide opportunities to eligible Drivers and their family members through undergraduate degree programs and courses on entrepreneurship, skills development and language learning."

D. I have 50 years of experience in determining Independent Contractor Driver vs. Employee Driver status- To determine whether a worker is an independent contractor or an employee, South Carolina uses the **"ABC Test."**

The "ABC" Test defines a non-employee/contractor as one who established by a preponderance of the evidence that:

A. Such individual has been and will continue to be free from control or direction over the performance of such services both under his contract of service and in fact;

B. Such service is either outside the usual course of business for which such service is performed or that such service is performed outside of all the places of business of the enterprise for which such service is performed; and

C. Such individual is customarily engaged in an independently established trade, occupation, profession or business of the same nature as that involved in the contract of service.

Determining whether or not a particular driver's status is legally that of an independent contractor or that of an employee has been a major issue in the transit industry since the day I entered it in March 1974- I have been heavily involved in this issue as a driver, an employer, and as a consultant, often on behalf of the federal government **(see Page 5 of this report).**

Since 1974, I have:

- Worked as an employee for--hire driver
- Worked as an independent contractor ride-for-a-fare driver
- Managed fleets of employee drivers
- Managed fleets of independent contractor drivers
- Consulted with companies deploying independent contractor drivers
- Consulted with companies deploying employee drivers
- Consulted on behalf of the federal government on projects involving independent contractor drivers
- Consulted on behalf of the federal government on projects involving employee drivers
- Worked as an expert witness on more than 100 legal matters where one of the key issues was whether or not a particular driver was an employee or an independent contractor
- Worked as an expert witness on 7 TNC cases in a state (**Pennsylvania)** where TNC drivers were ruled to be employees.

Company profitability is usually related to the driver model- Quite often, the success, as well as the solvency, of a ride-for-a-fare company has depended upon the driver model. Which driver model a company chooses has a resultant financial effect on profitability. Over the past 5 decades, the national ride-for-a-fare driver model has often trended for a while in each direction.

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Conversion from independent contractors to employee drivers- Often, when public sentiment demanded that certain ride-for-a-fare companies improve their operation, those ride-for-a-fare fleets tended to convert their drivers to employees. This was done as part of an effort to control, as well as to improve, both on-time performance and driver behavior, **in order to meet the expectations of the public.**

Conversion from employee drivers to independent contractors- Other times, with employee costs and employee-related costs skyrocketing, companies have gone in the opposite direction, converting their driver fleets from employees to independent contractor drivers. This was usually done to offload the cost of fuel to those drivers as well as to avoid having to pay driver fringe benefits such as matching Social Security, Workmen's Compensation, Unemployment Insurance, health insurance, paid vacation, to say nothing of maintaining an HR department to manage all of those fringe benefits.

When this change was made, these particular ride-for-a-fare companies required their drivers to sign agreements which mandated certain behaviors on the part of the drivers so the company could ensure the public that it was maintaining industry standards despite no longer deploying employee drivers.

I entered the industry in March of 1974 as an employee driver- My first position in the industry was that of a ride-for-a-fare driver. I was an employee driver. I was told how to dress, how to groom my hair, what days to work, what hours to work, was assigned a vehicle, told what riders and packages to pick up, told what fare to charge, while being dispatched about town by a dispatcher. I received 40% of fare revenues. The company received 60%.

I soon became an independent contractor- Less than a year into my career, that status changed. In January of 1975, my company converted to an independent contractor driver format. With that change, instead of the company paying me, I paid the company. This was called a "lease" or "rental" system. I paid a fee for the vehicle. I got to keep the fares. I also got to pick my days, pick my hours, and so on.

And those were not my only freedoms- In addition, I did not have to accept trip requests from the dispatcher. I could build my own personal clientele, encourage people to call my company and specifically request me, make prearranged appointments with passengers, pick them up at their home at the given time, negotiate fares, accept objects of value in lieu of cash, and so on.

During my career in fleet management (1976-2002) I managed a 750 vehicle fleet with both types of drivers- Whether my company's drivers were deployed as employee drivers or independent contractors depended, in general, upon their service modality:

- My company had hundreds of independent contractors that worked in the following sectors: taxi, limousine, party bus, tour guide, and courier.
- My company had hundreds of employee drivers that worked in other transit sectors: transit bus, school bus, courtesy van, medical van, ADA-Paratransit.

Though my company had NO legal issues involving driver employment or employment status in my entire career, I learned that many other ride-for-a-fare companies violated their own independent contractor agreements- From the mid-1970's through the 1990's, most ride-for-a-fare companies converted to an independent contractor model for livery drivers who performed taxi or taxi-like services. Yet, when I became a consultant in 2002, I realized that many fleets were MERELY CLAIMING their drivers were independent contractors, while they were actually treating them like employees.

Drivers were signing contracts stating they were independent contractors, yet some companies were exercising almost complete control over their behavior.

When I found one of my clients doing this, I advised them to change this sham of an operation. I explained that it was not enough to:
1) publicly state that drivers were independent contractors, and
2) have drivers sign contracts attesting to be independent contractors

I told these companies they actually had to relinquish control for drivers to legally have independent contractors status.

Many ride-for-a-fare companies were caught and penalized- In many cases, state revenue agents came calling in response to driver complaints at ride-for-a-fare companies across the country. These ride-for-a-fare companies were often investigated not only by state officials, but by the IRS, and some were determined to be falsely labeling the drivers as independent contractors when they were actually under complete control in a blatant employer employee relationship.

Since 2002, I have authored dozens of contracts and employee manuals to help companies comply with independent contractor rules- Since 2002 I have visited more than 100 ride-for-a-fare companies across the country in my capacity as an industry consultant. In many cases I have helped to construct contractual agreements which truly treated drivers as independent contractors. I also helped to rewrite many driver manuals and eliminate much of the language that demonstrated employee control over drivers. In many cases, I had to have some difficult conversations with my clients and explain to them, "Just because you say your drivers are independent contractors does not make them independent contractors. If you treat them like they're your employee, then they're your employee." Some clients learned the hard way, and had to pay fees to the state or the federal government for things like back taxes, unemployment insurance and Workers Compensation benefits.

A new operational model emerged- Between 2005-2010, a trend began to emerge in ride-for-a-fare services like taxicabs, airport shuttles, and sedan services. I saw this personally in cities like Boston, New York, Chicago, Kansas City, Denver, Dallas, Houston, Los Angeles, San Francisco and other cities. The lease or rental format for independent contractors was dropped or phased out.

The new financial format established featured extensive driver freedoms:

1. companies split fare revenues with the driver,
2. drivers paid for their fuel,
3. companies allowed drivers freedom to book their own rides,
4. companies allowed drivers to have some latitude in negotiating fares,
5. companies allowed drivers to accept payment of any kind,
6. while treating the driver as an independent contractor.

In 2009-2012, Uber (and Lyft) adopted the revenue split model that the taxi industry was using but retained almost total control of driver activity- When Uber Cab was created, it copied items #1-2 above. That was soon copied by Uber. But the similarity starts and ends there. **Uber (and Lyft) did not adopt the driver freedoms #3-6 listed above.** Uber (and Lyft) failed to adopt driver employment format characteristics #3-6 listed above, which gave taxi drivers great freedoms. This means there is very little similarity, between Uber (and Lyft) and traditional ride-for-a-fare companies when it comes to driver control. While most taxi and livery companies feature drivers that are classified as independent contractors and are actually treated as independent contractors, Uber has not done this.

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In fact, Uber is engaged in public deception on this issue.

E. Uber's operational control over Mr. McNeal is evidence of an Employer/Employee relationship- Uber's claim that drivers like Mr. McNeal are independent contractors because they can pick their days and hours is false and misleading. In fact, Uber exercised almost total control over the aspects of Mr. McNeal's work. **Please note the following :**

- Unlike taxi drivers, Uber drivers like Mr. McNeal cannot book their own rides,
- Unlike taxi drivers, Uber drivers like Mr. McNeal have no latitude in negotiating fares,
- Unlike taxi drivers, Uber drivers like Mr. McNeal have no control over payment,
- Unlike taxi drivers, Uber drivers like Mr. McNeal are NOT independent contractors.

Many employers in the United States allows their workers to choose what days and hours they work, but those workers are still employees under employer control- Uber's claim that allowing drivers like Mr. McNeal to choose his days and hours of work is not, by itself, evidence of Mr. McNeal being an Independent Contractor. Allowing workers to choose the days and hours of their work is NOT proof of independent contractor status**.** Like Uber, many **employers** in the United States allow their **employees** to choose:

- WHEN they will work,
- WHAT DAYS they will work,
- WHAT HOURS they will work, or
- if they will work at all.

In some industries, it is common that certain employees work when *THEY* want to, as much or as little as *THEY* want to, and for amount of hours *THEY* want to- Companies that have more labor demand than labor supply traditionally allow employees great latitude in what days and hours to work. Uber, like many other employers whose demand exceeds supply, allow employees like Mr. McNeal to pick their own days and hours. **But when they work, workers like Mr. McNeal are still employees.** Uber's implication seems to be that Uber drivers are independent contractors because they can pick their days and hours, but **this "employee choice" dynamic actually occurs regularly in businesses that have extremely high demand, and rarely have enough employees to meet that demand.** Besides TNCs like Uber, there are additional industries where companies allow employees to choose the days and hours they are willing to work. The first example is from the catering/ support service industry and the second from the call center industry.

Example #1- Aramark at Williams-Brice Stadium- Williams-Brice Stadium is the proud home of the University of South Carolina Gamecocks. It is the 16th largest stadium in the United States with a capacity of more than 80,000 people. The Gamecocks play their homes games every year at that facility. In addition to those Gamecock games, there are dozens of other events that take place at Williams-Brice Stadium throughout the year, including major concerts with groups like Pearl Jam, Green Day, Journey, and Foo Fighters. Aramark is the exclusive company providing food services at Williams-Brice Stadium. Whether attending a football game or a rock concert, fans will buy their drinks and get their hotdogs from an employee of Aramark.

On event day, Aramark rarely has as many employees as the company needs- Aramark is one of the largest support service companies in the world. They supply services such as catering, food preparation, food service, cleaning services and other custodial and environmental services. Aramark has many contracts, like the one they have at Williams-Brice Stadium, where they must supply support services on days that the venue is hosting an event. On event days, Aramark generally has an unending need for employees, no matter how many hours those employees are willing to work. In fact, if you go on the

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Aramark website right now you will see that **there are 209 different types of jobs available in 29 cities. All of these jobs are for workers that will be classified as employees.**

Like Uber, Aramark tells applicants they may choose when to work- In many of the Aramark job descriptions, the company stresses the flexibility employees have in choosing the days and hours they may work. The majority of these Williams-Brice Stadium positions are for rank and file employees who will fill roles such as counter workers, bartenders, kitchen staff or cleaning services. Some will be deployed throughout Williams-Brice Stadium selling beer, hotdogs, or peanuts. Some will provide porter services in restrooms, or provide other custodial and environmental services. **While all of these positions are, indeed, employee workers, most do NOT have mandatory, fixed, days and hours they MUST work.** Like Uber drivers such as Mr. McNeal, these Aramark employees working in food service or support services at Williams-Brice Stadium are asked to work most days, and are encouraged to work most days, **but they are not required to work on any given day**. In addition, if they decide to work an event, they can work as few hours as they wish. Yet, like Mr. McNeal performing services as a Uber driver, these Aramark workers, whenever they DO work, are employees working at the direction of their employer, and according to rules set by their employer.

Many Aramark event employees can choose their own days and hours, but they are still working under the control of Aramark whenever they work- While Aramark managers would love to have as many event staff show up to work as often as possible, the fact is that many people who want to work flexible schedules are attracted to work at food service and support services companies like Aramark. Many Aramark employees who work events like football games and concerts have other sources of income. Others only wish to work part time. But the key element here is that although these Aramark employees work what days they choose and what hours they choose, the fact is that whenever these people work, they are indeed Aramark employees. They work under the control of Aramark, they represent Aramark.

Aramark food service workers and Uber drivers have similar work dynamics- Despite the fact that Aramark food service workers and Uber drivers both:

- Can choose what days to work
- Can chose what hours to work
- Can choose how many hours to work
- Can choose whether or not to work at all

the ability to chose days are hours is **not proof of independent contractor status.**

In fact, whenever Aramark food service workers or Uber drivers choose to work:

- they always represent Aramark or Uber
- they always carry out the business of Aramark or Uber
- they perform their work as directed by Aramark or Uber
- they are under the complete control of Aramark or Uber
- they are considered by the public to be representing Aramark or Uber
- **they are employees of Aramark or Uber.**

Many food service/support service companies follow this practice- This dynamic is also true at many other national and local catering companies that serve large events at stadiums or arenas. If more employees choose to work on event day, concert or sports fans will get better service at the food or drink counter. If less employees choose to work, it'll be slower at the concession line. Like Mr. McNeal who preferred to work at night, some Aramark employees may choose too work only night games, or

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only day games, due to their personal choice. Aramark is glad to have them on the job whenever they show up.

The same dynamic is true for Uber- When more Uber drivers like Mr. McNeal in a particular region choose to work on a given day or on a given night, response times for trips requests from Uber riders will be shorter. Uber riders will get drivers like Mr. McNeal to pick them up more quickly, in the same way that beer lines at Williams-Brice Stadium will be shorter if more Aramark staff shows up for a particular football game. Conversely, when fewer Uber drivers in a particular region come to work, Uber riders will wait longer for service, just as Williams-Brice Stadium beer patrons will wait longer if Aramark is short-staffed for a given game. But the fact is, while these Aramark food service workers or Uber drivers have a choice of whether to work or not, how many hours they want to work, what days they want to work, they're still employees every time they work.

Example #2- Alorica- Call centers staffed by Customer Service Representatives **(CSRs)** are common throughout the world. In fact, Uber maintains its own call centers, some in the United States and some abroad. If a Uber driver calls into Uber, when he finally reaches a human being, that person is working at a call center. Some call centers are brick & mortar locations, but many are virtual, with CSRs actually working from their homes. With almost 50,000 call center employees, Alorica, a California-based provider of outsourced call centers is the largest such operation in the country.

Please see this excerpt from the Alorica website: "***We're a company that only does one thing—we make lives better…one interaction at a time. And thanks to Alorica-at-Home, you can help us do that from the comfort of your couch! Working from home gives you the ultimate in work/life flexibility; all while supporting you with the tools and resources you need to deliver insanely great customer experiences AND propel your career forward.***

Call center remote workers have a very similar work dynamic to Uber drivers like Mr. McNeal- For example, employees CSRs choosing their own hours and days is very common in the call center industry. Anybody who has ever been on hold trying to contact their bank, their credit card company, Amazon, or a large corporation, has probably figured out that call centers are dramatically understaffed. As a result, call centers often feature open invitations to employees to come to work, as seen in the Alorica website excerpted above. Like Uber drivers who work out of their own car, many modern call center employees, including at Alorica, work out of their homes. They can simply sign on and off when they choose.

In fact, there is a current posting on the Alorica web site that states that a current Alorica contract requires Alorica to man the phones from 7:00 AM to 8:00 PM Monday through Friday. Prospective employees are told that they can work as much, or as little, of that 65 Hour work week as they wish. **That dynamic is fairly identical to Uber's invitation to Mr. McNeal to choose his own work days and work hours**.

Despite the flexibility of hours and days, Alorica CSRs and Uber drivers are always working under the control of Alorica or Uber- When an Alorica CSR working from home begins work on a particular day, they sign in, and join the phone or on-line queue. This is identical to the way Uber drivers like Mr. McNeal begin work. If they are not as many Alorica CSRs as needed on a particular day, calls will be answered more slowly. Meanwhile, if there are more CSRs than that amount on the following day, calls into the call center might be answered more quickly. Like Uber, call centers like Alorica often need more workers on duty than they have. That's just the nature of the call center industry and the ride-for-a-fare industry. Due to this dynamic, many CSRs are encouraged to work extra hours and are welcome to work on their day(s) off. However, as soon as that Alorica CSR signs on, they are an Alorica employee.

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Like a Uber driver, an Alorica CSR must follow company rules, company protocols, company policies, and company procedures. The fact that many Alorica employees have latitude on what days and hours they can work does not make them any less employees.

Uber, Alorica, and Aramark all share the same labor dynamic- these 3 large companies, Aramark, Alorica, and Uber, all have the same labor issue: **they often have more labor demand than they have labor supply**.

- Aramark wants more workers to show up at Williams-Brice Stadium so they can sell more food more quickly and give fans better service.
- Alorica wants more CSRs to sign on from home so they can answer the phones more quickly.
- Uber wants as many drivers on the street as possible to provide quick service to Uber riders

Uber, Alorica, and Aramark all control worker behavior- For the busy call center, for the packed stadium's caterer, and for Uber, there is no such thing as too many employees**.** The demand for service to customers will always exceed the employee supply. Uber would love to have as many drivers as possible show up every day. Uber would love to give service as quickly as possible. Yet, just as the Alorica call-center CSR and the Aramark Williams-Brice Stadium beer seller are employees whenever they come to work, Uber drivers are as well.

While Uber gives drivers like Mr. McNeal their choice of working hours, they are still under Uber's control when they work. The Uber driver is an employee whenever they work.

F. Uber's policies and operational procedures not only fail to address Public Safety, but actually endanger the public- It takes a leap of faith for members of the public to get into a car with a complete stranger like Mr. McNeal, yet people do it every day. The basis for this phenomenon is rooted in our country's 100+ year history with taxicabs as a ride-for-a-fare service. Riders use taxis and TNCs for the exact same reason: as an on-demand method of getting from Point A to Point B for a fare which is automatically and electronically calculated based on mileage driven and time spent. I will cover this issue extensively later on in this report. While many riders prefer TNCs like Uber over a taxi for reasons of their own choosing, the comparison to taxicabs falls short when it comes to rider safety. This is especially concerning, given the constant electronic monitoring and the high degree of control that Uber otherwise exercises over its drivers. Taxi drivers, on the other hand, especially in states like South Carolina, have always been vetted, screened, deployed, and managed very stringently. This is true not only due to South Carolina TNC regulations, but due to taxi companies traditionally adhering to well established, ride-for-a-fare industry driver standards, **something I will discuss later in this report on Pages 38-40 of this report.**

The poorly monitored TNC Driver is enabled by Uber's lack of attention to Public Safety- As a transit expert I see no tangible evidence that Uber properly addresses the issue of Public Safety. I have now worked as an expert witness 70 times on cases involving TNCs, 40 of them involving Uber and 6 involving Uber Eats. I have seen evidence through case files, including discovery, depositions, and internal Uber communications, that indicates to me that the safety program at Uber, in particular as it relates to the safety of the public, does not meet ride-for-a-fare industry standards. As I will explain on the next page, this case provides incontrovertible evidence that Uber does not value Public Safety **In fact, at most companies providing passenger transportation, what Uber does would not even be called a safety program at all.** Not only have I learned of many cases where Uber could not keep the public safe from its drivers, but I have learned of many cases, including this one, where Uber failed to prepare Defendant to transport impaired riders despite marketing its services to people who enjoy consuming alcohol. Not only have I learned of many cases where Uber could not keep the public safe

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from its drivers, including this one, where Uber failed to protect members of the public, Mr. Grainger, from a dangerous driver like Mr. McNeal.

Uber's safety claims- Uber has claimed that the company is calibrated for safety. Their website states the following: **Safety is fundamental to Uber. Our technology enables us to focus on rider safety before, during, and after every trip to help make millions of rides safer every day. "Safety is our number one priority.**" In addition, their website contained the following declaration to prospective riders: ***Our approach to safety- We recognize that every time you open your Uber app, you're putting your trust in us—to not only get you where you need to go, but to also help keep you and your loved ones safe. That trust is what drives us to continuously raise the bar, building new safety technology, setting guidelines for respectful and positive experiences, and more.***

G. Uber's safety claims- Uber has claimed that the company is calibrated for safety. Their website states the following: **Safety is fundamental to Uber. Our technology enables us to focus on rider safety before, during, and after every trip to help make millions of rides safer every day. "Safety is our number one priority.**" In addition, their website contained the following declaration to prospective riders:

Our approach to safety
We recognize that every time you open your Uber app, you're putting your trust in us—to not only get you where you need to go, but to also help keep you and your loved ones safe. That trust is what drives us to continuously raise the bar, building new safety technology, setting guidelines for respectful and positive experiences, and more.

As a transit expert I see little tangible evidence that the above declarations are actually true- I have now worked as an expert witness 70 times on cases involving TNCs, 40 of them involving Uber and 6 Uber Eats. I have seen evidence through case files, including discovery, depositions, and internal Uber communications, that indicates to me that the safety program at Uber, in particular as it relates to safety.

H. Support Materials for my opinions re: Industry Standards and Public Expectation of TNCs- Despite the differences in state-by-state regulation, and the regional differences in ridership demographic, most ride-for-a-fare riders, as well as the public in general, have common, similar, basic expectations when it comes to either a Ride Hail service via a TNC such as Uber or a taxicab.

Those 3 basic expectations are:

- **a satisfactory service**
- **a fair price**
- **a safe ride**

The public expects Uber to follow established Ride-for-a-Fare Industry Standards- Industry experience and research has informed me that members of the public, regardless of the ride-for-a-fare service (TNC, taxi, sedan services, etc), have those same 3 basic expectations mentioned in the preceding paragraph. Since ride-for-a-fare riders and the public shares these expectations, in addition to the fact that TNCs like Uber are regulated in both South Carolina, **I can state with certainty that Uber is required to meet ride-for-a-fare industry standards.** My opinions on Uber's need to comply with long established ride-for-a-fare industry standards, including rider expectations regarding driver vetting, training, and oversight, have been formulated over the 50 years I have spent in the ride-for-a-fare industry.

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My opinions regarding Uber's need to comply to industry standards within the body of this report have been formulated based upon my experience as both a consultant and as an expert witness, and this experience includes:

- consulting with ride-for-a-fare service providers,
- consulting with ride-for-a-fare industry regulators,
- conducting transit industry research for the federal government,
- personally conducting passenger focus groups,
- regularly reading and reviewing transit industry research conducted by other consultants,
- meeting and speaking with other industry consultants,
- working as an expert witness on 70 cases involving TNCs, including 46 Uber cases,
- working as an expert witness on 100+ cases involving various ride-for-a-fare services (taxis, sedans, limos, etc.)

National ride-for-a-fare research studies, as well as Uber's own web site with a Safety Tab, provide the proof that the public expects the company to meet ride-for-a-fare industry standards- For-hire industry standards are those behaviors that companies voluntarily ascribe to based upon 1) Industry regulations and 2) Rider expectations. My experience, outlines in the preceding bullet-point list, has taught me that the public expects ride-for-a-fare transportation services to live up to passenger expectations in terms of service, price, and safety. This includes riders of companies like Uber, especially since a focal point of Uber's marketing efforts is the provision of safe rides and the safest rides on the road. Uber's advertisement and marketing efforts indicate that they are keenly aware of the public's expectation for safety and that they cater to that expectation through these materials. **Importantly, as stated on its own website Safety Page, Uber acknowledges its own responsibility to consider public safety and the safety of its riders**.

I. Despite its obligation to safety, Uber highest priority is on-boarding drivers- It is well known within the ride-for-a-fare industry that Uber faces intense competition from its closest rival, Uber, for dominance of the TNC market. The two companies frequently institute bonuses and other incentive programs in an attempt to draw new drivers (i.e. customers) to the platform and to lure existing drivers from the competing TNC company. And, as detailed in a previous section of this report, Uber wants as many Uber drivers on the road as possible.

J. There has been a great deal of national industry research conducted on TNCs, and on their place in ride-for-a-fare transportation, as well as passenger expectations- A professional colleague, Bruce Schaller of Schaller Consulting in New York City, is the premier researcher regarding ride-for-a-fare services in the United States. He has authored dozens of studies on ride-for-a-fare services, including both taxicabs and TNCs, which are readily accessible on his web site (**http://www.schallerconsult.com)** some of which I have listed below:

Major TNC reports from Schaller Consulting:

- The New Automobility: Uber, Uber and the Future of American Cities (July 2018)
- Making Congestion Pricing Work for Traffic and Transit in NYC (Jan. 2018)
- Empty Seats, Full Streets: Fixing Manhattan's Traffic Problem (Dec. 2017)
- Unsustainable? The Growth of App-Based Ride Services and Traffic, Travel and the Future of New York City (Feb. 2017)

Other recent articles, op-eds and presentations by Mr. Schaller:

- Recent Vehicle Ownership Trends in Large U.S. Cities (May 2020)
- Density Isn't Easy. But It's Necessary (May 2020)

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- What Urban Sprawl Is Really Doing to Your Commute (Sept. 2019)
- What is Happening on the Streets of New York (video-taped interview)
- Why Reining in Ride Hailing Is So Critical
- Time For a Cap on Uber and Uber: Why a Traffic Expert Changed Her Mind
- Second Chances: Regulation and Deregulation of Taxi and Ride-for-a-Fare Ride Services
- An Uber and Uber Revolution?
- The Road to Shared Autonomous Vehicles (PowerPoint)

Mr. Schaller, (along with Mr. Matt Daus, former Chair of the NYC Taxicab and Limousine Commission (**TLC**) as well as the President of the International Association of Transportation Regulators, has extensively covered the subject of TNC service compared to traditional taxi service, and several of those reports are listed above.

Here are a few excerpts from Mr. Schaller's studies regarding public expectation for riders in a Ride Hail car such as Uber or a taxicab. These are Mr. Schaller's words, not mine:

- As with today's mix of personal autos, TNCs, taxis, commercial vehicles and buses, the central goal should be to reduce traffic and emissions and improve safety while ensuring quick and reliable mobility to the entire population.
- **Taxi-like service continues to be the bedrock of Uber's business**. Their growth has been built on offering what customers view as a better version of conventional taxicabs.
- Their (TNCs) popularity shows that people care most intensively about the end-to-end customer experience. They care less than commonly thought about which mode.
- TNCs' benefits to individual users – fast, reliable and affordable taxi-like service -- have fueled their popularity and rapid growth. Their mostly affluent customers feel that the service is a good value for the money and are willing to pay the full fare.
- **Uber's growth came in part from traditional taxis.** About 20 percent of the 2.61 billion TNC ridership in 2017 represents a loss of taxi ridership.
- Cost is only one factor in mode choice. **Travelers tend to give equal or greater weight to convenience, travel time, comfort and so forth**.

Other nationally respected industry analysts have compared taxis and TNCs and their findings, along with those of Mr. Schaller and Mr. Daus, have informed my opinions on public expectation of both taxis and ride-hail cars. **Here are some excerpts from a major study by TheStreet.com:**
https://www.thestreet.com/technology/uber-vs-taxi-14872678

- In 2019, TNCs have a footprint in most major (and medium-sized) cities in the U.S. But while TNCs has been gaining market share over the years, taxis are still holding their ground as a common transportation service in and around cities.
- While both services charge based on time and distance traveled, TNCs and taxis have noticeable differences that might motivate some consumers to choose one over the other.
- While both taxis and TNCs create rates depending on time and distance traveled, TNCs have a slightly more predictable pricing model - offering passengers an estimated total cost (although even this is subject to change). Additionally, one of the major differences between TNCs and taxis are how they price rides - with taxis taking into consideration the speed and flow of traffic while TNCs don't.
- Concerns over the safety of taxi rides is certainly nothing new. While both taxi drivers and TNC drivers must pass a background check before being able to drive, background checks for taxis vary depending on the city, in terms of their scope. For example, in Chicago, taxi drivers can't have been convicted of a "forcible felony" in five years before applying, whereas in New

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York City (famous for the strictest rules), not only do drivers have to pass health tests and defensive driving tests, but must also watch a video on sex trafficking.

- TNCs and taxi alike have some similar metrics for determining price - including distance and time. But how do the services charge you differently, and is one more cost effective than the other?
- One major difference between the way TNCs and taxis charge customers is that TNCs don't charge based on moving or stop-and-go traffic, while taxis do. However, TNCs do charge surge rates (for times of day or night that have a higher volume of traffic or cars on the road) - especially during rush hours.
- And while TNCs, unlike taxis, gives users an estimate of the fare, it cannot predict the final price of the ride due to conditions that may change.

X. OPINION NARRATIVE

A. Uber is a ride-for-a-fare Transportation Network Company (TNC) regulated by both the State of South Carolina and the State of South Carolina- Uber operates in the industry sector known as **Ride-for-a-Fare Transportation.** For-hire transportation can be defined as a service that accepts payment of a fare from a rider, or payment of a fare on behalf of a rider, to be transported from Point A to Point B. **TNCs like Uber meet the definition of ride-for-a-fare transportation services and are treated as such.** Most or our nation's airports have designated passenger pick-up locations for both taxis and TNC vehicles, as do most major urban hotels and convention centers. South Carolina TNC regulations state that companies like Uber provide prearranged transportation services for a fee paid by the passenger to the company. **That is the exact definition of a ride-for-a-fare service**.

B. As a regulated ride-for-a-fare transportation company Uber has a duty to meet ride-for-a-fare industry standards, especially as they apply to Public Safety- As a ride-for-a-fare and regulated TNC, Uber was, at the time of the incident on sometime between March 17, 2017 and April 3, 2017, in the business of providing transportation services to the general public for compensation. Uber presents itself as a ride-for-a-fare transportation service to the public and charges standard fees for its services. Since Uber is a ride-for-a-fare TNC regulated by the state, and since Uber features a "Safety" tab on its website, the public believes and relies that Uber is safe for public use and there is a government agency in place to ensure that safety.

Despite this fact, Uber did not safely and properly train, or provide oversight of Mr. McNeal- This lack of training and oversight by Uber represents a betrayal of public trust and wanton disregard for the safety of the public. Meanwhile, Mr. McNeal himself "totally relied" on Uber to determine whether he was qualified to perform Uber rideshare services.

Public safety is an important reason that Uber created its Terms of Service, which Uber required Mr. McNeal to comply with- Despite Uber propagating its terms of Service, and despite Mr. McNeal being required to comply with the Uber Terms of Service, Uber has no way of knowing if Mr. McNeal ever even READ the Uber Terms of Service, or viewed the messages sent to his. Uber drivers can click on the messages from Uber, but clicking on that message does not mean drivers like Mr. McNeal READ the Terms of Service.

Mr. McNeal received no safety training- Mr. McNeal began his work picking up Uber riders without any safety training by Uber. He did not meet with anyone from Uber management who interviewed him or observed his driving skills. In other words, Uber allowed Mr. McNeal to begin picking up Uber

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riders without assessing his ability to drive safely, and without any safety training.

C. Though ride-for-a-fare industry standards have been adopted by most of the Ride-Hail fleets that compete with Uber (and Lyft) in the United States, Uber has chosen not to do so- Though Uber and Uber are the two most prominent Ride-Hail services operating in our country, there are many more such companies in the industry who are growing market share. It is interesting to look at some of these companies who provide the same service as Uber, yet operate differently, especially when it comes to driver vetting, training, and oversight. In this section, I will provide some information about a few of Uber's direct ride share competitors, and how they vet and maintain oversight of their drivers:

Flywheel- Like Uber, Flywheel started in San Francisco and still operates there. Flywheel picks up and transports riders exactly like Uber, but does so using taxicabs. All Flywheel drivers have been vetted to the degree required by local ride-for-a-fare regulators, undergo FBI fingerprint background tests, and meet with their fleet's management in person, and on a regular basis. Two years ago, Flywheel signed an agreement with Uber to dispatch San Francisco taxicabs via the Uber app, and Uber cars with the Flywheel app. **(See Page 15-17 of this report.)**

SideCar- Like Uber and Uber, SideCar started in San Francisco and, before closing down, grew to the point that it was operating in 10 other U.S. cities. While SideCar provided a service to riders that was identical to what Uber provides, Sidecar not only vetted its drivers far more comprehensively than Uber, but also personally interviewed and trained every SideCar driver before they were allowed to pick up riders.

Curb is the original Ride-Hail app, **(See Page 15 of this report.)** It is now operating in more than 30 U.S. cities, including New York City, Boston, Philadelphia, Miami, San Francisco, Seattle, Los Angeles and Las Vegas. Curb picks up and transports riders exactly like Uber, but does so using taxicabs. Last year, Curb signed a contract with Uber to dispatch New York City's Yellow Cabs via the Uber app. All Curb drivers have been interviewed, given a driving test, vetted to the degree required by local ride-for-a-fare regulators, undergo FBI fingerprint background tests, and meet with their fleet's management in person, and on a regular basis.

Z-Trip is a fast growing Ride Hail service that provides the same exact same taxi-style service to its riders that Uber does, but in addition, it gives its drivers the additional opportunity to book rides personally with passengers, as well as the option to accept fare payments in cash. Z-trip operates in Albuquerque, and is actually the largest privately owned fleet operating in South Carolina. Z-Trip riders may request a particular driver when ordering their ride through the Z-Trip app. Unlike Uber, Z-trip, which is now in 34 American cities and growing, submits its drivers to a rigorous background check including FBI fingerprinting and drug testing. **Most importantly, Z-Trip requires each driver candidate to pass a road test and to undergo driver training.**

Veyo is another ridesharing service that is very important to compare, and contrast, with Uber. Over the past few years, Uber has worked very hard to get involved in the ride-for-a-fare market segment that provides services to elderly and disabled riders, including medical patients **(See Page 10 of this report.)** In fact, Uber has actually partnered with ModivCare, the nation's largest NEMT broker for medical patients. Uber has also contracted with various transit agencies to transport not only non-emergency medical patients, but also elderly and disabled riders in many cities around the country, including Clearwater, FL, Denver, CO, Dallas, TX, and Cleveland, OH. Providing transport service to medical patients, including the elderly and the disabled, is exactly the same ride-sharing service Veyo provides. But despite Uber and Veyo providing this same service, the two companies deal with their

drivers in a totally different manner.

Again, Veyo is a ride share service that, like Uber, is transporting medical passengers all over the country, but unlike Uber, who never meets its drivers, Veyo does. Veyo also requires its drivers to be drug screened, undergo and FBI fingerprint background check, and also to undergo far more extensive training, including CPR and first aid certification. While some Uber drivers are voluntarily taking CPR and First Aid Training, this is not a requirement to be a Uber driver. Meanwhile, ALL Veyo drivers must undergo this training.

Via is a popular ride-share service in many urban areas. Via works like Uber, with some differences. Like Uber, Via transports both members of the general public as well as medical passengers in a similar manner to both Uber and Veyo. Unlike Uber, Via drivers must undergo vetting and training more common to rest of the ride-for-a-fare industry. Via drivers are required to go through back ground checks and licensing similar to taxi drivers, including an FBI fingerprint based criminal background check. Via also requires that new drivers receive an orientation and driver training before they may accept their first trip.

D. Of all the competing ride-for-a-fare services in South Carolina, TNCs like Uber are most similar to taxicab service- Besides Ride-Hail services like Uber, many other companies in related transit sectors transport riders for a fare in South Carolina. Those include companies that operate motor coaches, charter buses, jitneys, passenger shuttles, sedan services, limousines, taxicabs, and other similar forms of livery. It is important to note that with the notable exception of Uber (and Lyft)) most fleets that operate in the ride-for-a-fare space acknowledge industry standards and endeavor to comply with those standards. In most US cities, the prominent service providers belong to industry associations that help to establish industry standards, and provide its members with ways to easily comply with those standards.

Here is a list of some of the more prominent industry associations that represent those ride-for-a-fare services listed in this paragraph:

1. The American Public Transit Association (APTA) https://www.apta.com/
APTA membership includes transit agencies across the United States, as well as companies who do business with transit agencies, including privately-owned motor coach fleets who transport riders for a fare. APTA requires extensive vetting and training of its drivers, and new driver applicants must pass drug testing and an FBI fingerprint criminal background check. Driver training generally lasts several weeks and is conducted under the auspices of the North American Transportation Services Association **https://www.natsa.net/.**

2. The American Bus Association (ABA) https://www.buses.org/
The ABA is made up primarily of private operators of motor coach fleets, though there is some commonality in membership with APTA. Like APTA, ABA members require strenuous vetting and training of new drivers, and driver applicants must also submit to both an FBI fingerprint criminal background check as well as initial, then random, drug testing. Driver training in the ABA is standardized, and extensive. Here is the link to driver training:
https://www.buses.org/education/aba-entry-level-driving-training-landing-page

3. The National Limousine Association (NLA) https://www.limo.org/
This organization is made up of companies that provide what is known in the ride-for-a-fare industry as premium services, such as Executive Sedan, limousines, including stretch limousines, limo-style

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shuttles, tour services, party buses, and upscale charter bus services. The NLA not only requires extensive driver vetting and training, but also adds a higher degree of customer service/hospitality training than in other services operating in the ride-for-a-fare market. Here is a link to the official Driver Training Program utilized by the NLA. https://www.paxtraining.com/

4. The Community Transportation Association of America (CTAA) https://ctaa.org/
The CTAA is an organization that advocates for, and provides training for, companies that operate in rural markets, as well as companies in which a great deal of their client population consists of passengers who are elderly, disabled, indigent, or infirm. To deal with this vulnerable client base, the CTAA developed its own driver training program called PASS Training: Passenger Assistance, Safety and Sensitivity https://ctaa.org/pass/. PASS Training is very extensive in this country, and especially as it involves the segment of NEMT that Uber has entered into **(See above section on Veyo**). Many fleets, including taxicab fleets that transport NEMT patients, voluntarily submit their drivers to PASS Training. Uber does not, despite transporting thousands of elderly, disabled, and infirm riders daily.

5. The Transportation Alliance (TTA) https://www.thetransportationalliance.org
Other than other TNC's, or ride-share companies, the type of ride-for-a-fare service that Uber provides to its riders is most similar to taxicab service. Uber has made no secret about the fact that it attempted to disrupt the taxi industry and garner much of the ride-for-a-fare market share formerly held by taxi fleets. The fact is that much of the riding public uses Uber for the exact same reason they would use a taxi. Uber cars and taxicabs each provide a ride from Point A to Point B for a fare based upon time expended and mileage traveled. But unlike taxi companies, Uber never meets its drivers, never requires its drivers to pass an FBI fingerprint background check, does not give its drivers a road test, and does not train its drivers. The TTA has the longest established ride-for-a-fare driver vetting and training standards in the country. (**See pages 38-40 of this report)**

Taxis and TNC vehicles are used interchangeably, therefore members of the public and the States of of South Carolina expect drivers like Mr. McNeal to know how to drive safely and not present a danger to the public- Both TNCs and taxis are regulated as ride-for-a-fare services in South Carolina. Throughout this report I have provided a great deal of documentation to demonstrate that TNCs like Uber and taxicabs provide the same type of service to the public, which is that potential riders summon vehicles to transport them from Point A to Pont B for a fare:

- Uber was created to provide taxi-style service
- Riders use the services for the same reasons
- The public has the same basic expectations from each service

Uber does not comply with long-established industry standards- Although the public uses Uber and taxicabs interchangeably **(See the extensive industry research conducted by Bruce Schaller on Pages 32-33 of this report**) as they provide the same exact service **(transportation from Point A to Point B after being summoned to Point A)** there is a stark contrast in the way taxicab companies address rider safety compared to Uber. This is critical because the public has the same 3 primary expectations when riding in either a ride-hail service like Uber or a taxicab.

As explained in great detail earlier in this report, most ride-for-a-fare riders want the following from the taxicab or their Uber car:
1) Good service
2(A fair price
3) A safe ride

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E. TNCs like Uber that are regulated and provide ride-for-a-fare services to the public need to adhere to ride-for-a-fare industry standards- To contrast Uber's lack of driver training and monitoring to the taxi industry, I have included taxi driver standards put forth by The Transportation Alliance (TTA), formally called the Taxicab, Limousine, & Paratransit Association https://www.thetransportationalliance.org.

The TTA is more than 107 years old, was founded by John Hertz, and is the oldest and most influential trade organization in the ride-for-a-fare industry- In fact, national ride share companies Curb, Veyo, Via, Z-Trip, and Flywheel, as well as many regional TNC-style services like Black and White Transportation of Toledo, OH, the Wave in Jacksonville, FL, and LINK in Charleston, WV, all are members of The Transportation Alliance. The next 3 pages will consist of the national industry standards for vetting and training taxi drivers as created by The Transportation Alliance and adhered to my Uber's competitors Curb, Veyo, Via, Z-Trip, and Flywheel, and hundreds of other fir-hire fleets across the United States.

DRIVER SCREENING AND TRAINING STANDARDS RECOMMENDED BY THE TRANSPORTATION ALLIANCE

INTRODUCTION- The following standards are recommended for member companies to apply to the screening and training of employee or independent contractor drivers of all passenger transportation services. The format of the recommended documents is at the discretion of the member company, as is the option of meeting or exceeding these standards in accordance with local policy, contract requirements, or regulation.

DRIVER APPLICATION- Prior to interview, all driver applicants should complete an application form that solicits specific identifying and other information sufficient to verify previous relevant work experience and background, and the authorization to conduct those verifications.

MINIMUM DRIVER QUALIFICATIONS- The TTA recognizes that local, state, or contracting agreements may have varying requirements. However, minimum driver qualifications should include:

- Age 21
- Read and speak English.
- Valid driver's license, or, applicable state law or regulations.
- Physically capable of safely operating the type of motor vehicle to be driven and associated equipment.
- Knowledge of the geography and conditions of the required driving environment.
- Be able to pass a DOT Physical (if required) or a NON-DOT medical exam.

BACKGROUND CHECK- The previous work experience and personal background of every applicant should be checked for the following:

- Verification of past work experience.
- Motor vehicle record (MVR) for the past five (5) years.
- Work-related driving verification for the past ten (10) years.
- Criminal background check for each place of residence that the applicant has identified in which they have resided. The Criminal Background check can be completed based on the companies State, or Contract requirements, and should comply with all applicable laws and regulations of the FCRA.

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DRIVING RECORD CHECK- The motor vehicle record (MVR) of any applicant should be checked to ensure that it meets a grading requirement that is acceptable to the company's insurance carrier, contracting agency, and/or licensing authority. (Minimum D.O.T. Driver Requirements — Federal Motor Carrier Safety Regulations (FMCSR), Part 391.1 – can be used as a guide.)

DRUG AND ALCOHOL TESTING- A drug and alcohol testing program does more than just meet the contract or government requirements, it assures that employees are not impaired in their ability to perform assigned duties in a safe, productive, and healthy manner; it creates a workplace environment free from the adverse effects of a drug and alcohol abuse or misuse, it encourages employees to seek professional assistance anytime personal problems, including drugs and alcohol dependency, adversely affects their ability to perform their assigned duties. Drug and Alcohol abuse is a threat to both the company and its employee's.

At a minimum your Drug and Alcohol abuse prevention program should contain:

- A written anti-drug and alcohol abuse policy can be comprised of the following types of testing.
- Pre-Employment
- Random Testing
- Post-Accident Testing
- Reasonable Suspicion Testing
- Return to Duty Testing
- Follow Up Testing.
- Training should be completed by all employee's who are subject to substance abuse testing.
- Training should include the procedures for each test conducted, the effects of substance abuse and Supervisory training that includes reasonable suspicion identification.
- Prospective drivers should submit written authorization for inquiry about the results of prior drug and alcohol tests from past employers.
- A drug test should be conducted, and a negative result obtained, for each driver applicant before the applicant may drive a company vehicle in training or in revenue service.

DRIVER TRAINING- Before beginning any regular driving assignment, each driver, if not already qualified, should successfully complete classroom and/or on-the-road training in the following subjects:

- Company orientation.
- Workplace and vehicle safety.
- Passenger sensitivity and public relations.
- Vehicle pre- and post-trip inspection.
- Safe and defensive driving techniques.
- Passenger loading/unloading and securement (if applicable).
- Service area familiarization, including map reading.
- Familiarization with applicable regulations and contract terms.
- First aid and CPR (where required by a contract or local ordinance).
- Accident and emergency procedures.
- Operation of a vehicle of the type to be driven.

All training programs should be written in a structured format and have testing included to ensure that the trainees have gained the knowledge and skills needed to perform their job. In addition, instructors should be certified to teach the program by a self-certification or by a national type of program. Refresher training (mandatory) should be completed on a regular basis for all drivers. This refresher training can be set up monthly or bi-monthly, or by a schedule determined by company or contract

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requirements, and should include an operation review, safety concerns, and trend issues discussed.

DUTY OF CARE TRAINING- It is strongly suggested that all training programs contain information on "Duty of Care" responsibilities not only for the drivers but all staff.

Duty of Care means: "A requirement that a person act towards others and the public with the watchfulness, attention, caution, and prudence that a reasonable person in the circumstances would use. If a person's actions do not meet this standard of care, then the acts are considered negligent, and any damages resulting may be claimed in a lawsuit for negligence against the company." In Tort Law, Duty of Care is a legal obligation, which is imposed on an individual requiring adherence to a standard of reasonable care, while performing any acts that could foreseeable harm others. The responsibility of providing Duty of Care covers many departments in all operations. It is important that all levels understand how this effects their caring for the passengers we carry. Duty of Care standards should be built into the companies operating protocols.

DRIVER FILES
Driver files, containing the following documents, should be kept on each driver:

- Driver application.
- Background investigations.
- Driving records, including annual driving record reviews (MVR check).
- Medical examiner's certificate (if applicable).
- Physical waiver (if applicable).
- Certificate of training.
- Drug and alcohol test results

These standards were produced by:
The Transportation Alliance
10340 Democracy Lane, Suite 300
Fairfax, VA 22030

F. Deploying safe drivers is Uber's primary mandate, yet Uber failed to do so in the case of Mr. McNeal, resulting in Mr. Grainger's death- The most important part of running any ride-for-a-fare service is deploying safe, knowledgeable, well-vetted and monitored drivers. As a licensed TNC providing transportation to the riding public for a fare, Uber has a responsibility to the public who is either riding in a Uber car or sharing the roadway. This means that Uber and drivers like Mr. McNeal must ensure public safety. It is imperative that TNCs like Uber, who provide ride-for-a-fare transportation services, ensure their clients, as well as the public on the roadway, that their drivers are safe drivers, well-trained, and provide them with the knowledge and abilities needed to protect passengers and the public and that state and local regulators require.

Without public safety, there is no rationale for providing ride-for-a-fare service in the first place- In addition, this obligation to safety is an industry standard required of all entities transporting riders for a fare. TNC drivers should be always aware of their surroundings, the actions of others and, above all, the risks involved in every situation, and in the actions they take in those situations. Paramount should be ensuring the safety and security of the public through adherence to safe practices in order to prevent needless incidents that might result in claims against both them and their employer, as has resulted in this case. This knowledge is paramount to protect their passengers, other members of the public, and to protect themselves and to ensure their livelihood. The concept of Uber's obligation to public safety is in effect whether or not the vehicle is moving or stopped, whether their passengers are inside or outside

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the vehicle, and regardless of other conditions, including being aware of pedestrians as well as other members of the public at large.

Duty of Care- This is a requirement that a driver like Mr. McNeal act towards his riders, as well as toward members of the public sharing the roadway like Mr. Grainger, with the watchfulness, attention, caution and prudence that a reasonable person in the same circumstances would use. And, if such a driver's actions do not meet this standard of care, then this driver's actions are considered negligent and any damages resulting may be claimed in a lawsuit for negligence. TNCs like Uber have a responsibility to make sure drivers like Mr. McNeal are monitored and can serve the public safely. In this case, Uber and its management knowingly failed to implement the industry standard of safe driver monitoring policies expected and required of it and that any reasonably safe company should adopt, creating a set of circumstances that significantly increased the risk of harm to the public by Mr. McNeal.

G. Uber management is negligently disconnected from the service they provide to the public which is ride-for-a-fare transportation- The knowledge gap between Uber's management and what is actually happening with drivers like Mr. McNeal is glaring, alarming, and stunning, considering Uber is the largest provider of ride-for-a-fare ride services in the United States.

- Uber management never lays eyes on its drivers, like Mr. McNeal, or their vehicles.
- Uber had no idea if Mr. McNeal was a good driver, a driver able to safely operate a motor vehicle or if he was even who he claimed to be.
- Prior to his initial on-boarding, Uber had no idea whether or not Mr. McNeal habitually violated traffic laws and provided no education or training to ensure that he would not.
- Additionally, Uber did nothing to monitor his driving for safety despite having all of the GPS information and resources available to do so.
- Uber also admits that, unless drivers like Mr. McNeal tell Uber that his driver's license was suspended or that his car insurance lapsed, Uber management would not be aware they were deploying an unlicensed and/or uninsured driver.

Uber has NO in-person contact with Uber drivers or their vehicles- Uber management does not meet with drivers like Mr. McNeal before they are on-boarded, or while they work as a Uber driver. The fact is that management personnel of the largest ride-for-a-fare service in the United States does not meet its drivers, the representatives of the company to the public that actually provide the service, which is ride-for-a-fare transportation. This is an important issue in this case.

Instead of seeking safe drivers as the for-hire industry has traditionally done, Uber recruits random people to transport members of the public- Uber's transportation model involved aggressively recruiting large numbers of random people who just happened to have a driver's license and a car, learning little about them, and requiring of them virtually no up-front investment. The drivers had almost nothing to lose in comparison with professional drivers. Uber then convinced riders to trust that Uber's business model was safe, that the dangers were thoroughly vetted, and that riders could securely entrust their safety with Uber drivers.

Besides Uber (and Lyft) there is no other major ride-for-a-fare transportation company in the United States that does not personally meet its drivers before they begin transporting passengers who contact the company- Uber management never has any in-person interaction, or, as discussed above, even on-the-phone conversations, with Uber drivers during their entire time with the company, unless an incident occurs like the one in this case. Uber (and Lyft) are the only ride-for-a-fare companies in the United States that never even lay eyes on the person who is actually providing the service to the public: the Uber driver. This fact results in Uber knowing very little about Uber drivers and their ability to

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provide safe transportation to the public. This fact is demonstrative of Uber's wanton disregard for safety.

Uber's negligent disconnection from its operation is exemplified in the depositions of their corporate reps- In cases involving passenger transportation, companies like Uber typically provides a representative, designated by Uber, as the **person with the most knowledge** about the case at hand. Yet, I can state emphatically, that after working as an expert on 46 cases involving Uber, Uber's corporate reps actually know very little about either the incident at hand or the drivers involved in these events.

H. Despite its claim to provide for public safety, Uber's services do not even meet the minimum ride-for-a-fare industry standards regarding safety requirements- Uber readily admits that Mr. McNeal and other drivers are allowed to drive without actually being trained on safe driving in South Carolina. Thus, Uber failed to train its drivers, including Mr. McNeal, or even give them a road test to determine if they can drive safely.

Uber does not properly use its own technology to vet or monitor drivers- Uber can easily prevent unsafe drivers from utilizing its platform and driving ride-for-a-fare until the necessary training is completed. This is easy and not burdensome for a company like Uber to accomplish. In addition, Uber's GPS data captures its driver's speeds, but, instead of using that data to monitor drivers like Mr. McNeal and take actions after learning of his dangerous driving behavior and endangering riders and the public, Uber only uses its GPS data to build and enhance its pricing algorithms.

Uber does not use its GPS data on its algorithm to enhance passenger safety or public safety- Using GPS data to enhance and improve public safety is an industry standard. Most modern ride-for-a-fare companies not only have GPS technology in every vehicle in their fleet, but use that GPS that in a variety of ways to enhance and improve public safety. For-hire services use GPS data to measure drivers' speeds, as well as to monitor driver routes to ensure they are conveying passengers on the most direct route. Although Uber possesses data which could be used to improve safety not just for Uber drivers, but also for Uber passengers as well as for members of the general public, Uber does not take advantage of this technology. As stated in the previous paragraph, Uber only uses its GPS data to enhance its pricing algorithms.

Uber uses its technology to monitor the driver's speed and location; whether the driver is arriving within Uber's estimated time of arrival; whether the driver is taking the rider "off route;" and whether the driver is operating his vehicle in a way Uber deems acceptable. Uber can, and at least sometimes does, monitor audio within a vehicle, but does not make the audio recording available to drivers or riders, and instead uses the audio when doing so would protect Uber's interests.

I. Uber had total control over how Mr. McNeal performed his work as a Uber driver- Mr. McNeal was acting as Uber's agent, acting on behalf of Uber at the time of this incident. Uber controlled almost every aspect of the work Mr. McNeal performed while working as a Uber driver. Uber exerted substantial control over Mr. McNeal in connection with his activities as a Uber driver. Mr. McNeal should be considered Uber's agent at the time of this incident due to the extent of control exerted by Uber over Mr. McNeal regarding the manner in which Mr. McNeal performed his work, within the context of the ride-for-a-fare industry.

As described throughout this report:

- Uber monitored all activities of Mr. McNeal on the Uber platform,

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- Uber determined which potential passengers Mr. McNeal would be permitted to offer rides to,
- Uber determined the route that Mr. McNeal would take to transport his passengers,
- Uber controlled the means of payment between Mr. McNeal and his passengers,
- Uber set the fares for all rides performed by Mr. McNeal through the Uber platform.

Within the context of the ride-for-a-fare industry, this is a high degree of control for a service provider to exercise over its driver.

Characteristics of Employee Model vs Independent Contract in ride-for-a-fare industry, and how that affects my opinions in this case- My opinion is based not only on of the factors listed in the above section, but also by my 50 years of experience in the ride-for-a-fare industry. **Take a look at the following contrast of the Employee Driver Model with that of the Independent Contractor Diver Model:**

Characteristics of the Independent Contractor Model- Some ride-for-a-fare transportation businesses operate with drivers acting as independent contractors with little oversight, supervision, or control from management. These drivers are given a high degree of autonomy to manage the finances and specifics of their driving operations. Drivers are permitted to select their own passengers, establish their own fares in some cases, and manage the payment process between the driver and passenger. **In fact, this is exactly the way taxicabs operate.**

Characteristics of the Employee Model- In contrast, some ride-for-a-fare transportation businesses operate with drivers acting as employees, and these entities exert a much higher level of oversight, supervision and control over these drivers, which routinely includes constant electronic monitoring as is done by Uber here. The evidence I have reviewed in this matter and my experience in this industry directly supports my opinion that Uber's drivers should properly be considered agents of Uber, as the extent of control exerted by Uber over its drivers is more typical of a company which provides direct oversight, supervision, and control over the actions of its drivers.

Unlike taxis who can negotiate the payment process, accept several forms of compensation as payment, pick up street hails and be contacted directly by riders, Uber's driver can do none of those things.

Uber control- The success of Uber's business model requires that it controls all aspects of the manner in which its drivers, including Mr. McNeal, perform their work. Uber exerts this direct control over its drivers through the primary tool provided to its drivers, the Uber App. From the driver hiring, screening, vetting, and on-boarding process, through the selection of rides, the ability of Uber to provide direct travel guidance to drivers, Uber's ability to monitor its drivers' travels in real time, and Uber's ability to directly monitor electronic contact between drivers and passengers, Uber uses the Uber App to directly control the manner in which Uber drivers perform their work. Uber's actions with regard to Mr. McNeal in this case specifically demonstrate that Uber exerted substantial control over his regarding the manner in which he performed his work, and that Mr. McNeal was acting as Uber's agent at the time when this incident occurred.

Uber Exercised Extensive Control Over All Aspects of the Performance of Mr. McNeal's Work- Uber's control over the performance of Mr. McNeal's work arises from the Uber Terms of Service, a document which controls all aspects of the relationship between Uber and its drivers. Significantly, Uber establishes the non-negotiable terms upon which a person can become a Uber driver, and Mr. McNeal had no ability to negotiate the length, scope, compensation, or any other terms of his work with

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Uber. This is entirely inconsistent with an independent contractor relationship.

Uber controls its drivers through the Uber App- Once a Uber driver, such as Mr. McNeal, becomes accepted to use the Uber Platform, Uber provides access to the primary tool used to perform work as a Uber driver, which is the Uber Platform contained in the Uber App itself. A Uber driver must use the Uber App to access the Platform and has no way to work without use of the Uber App. As a driver, Mr. McNeal received all of his driver assignments through the Uber app, and could not work as a Uber driver without the Uber App. Uber admits that the only way for a driver to access the Uber platform is through the Uber app.

Uber controls its drivers directly through the App, which is used as the primary means of communication and control with Uber drivers. When a Uber driver such as Mr. McNeal agrees to become a driver on the Uber platform, the driver agrees to receive all forms of communication directly from Uber, including via email, text messages, calls, and also push notifications, which are direct messages delivered directly to the screen of a user's phone at any time, even when they are not using the Uber App or operating their vehicle on the Uber Platform. Mr. McNeal, to work as a Uber driver, must download and open the Uber App, which records the relevant information regarding his work every day, including what time he picks up his passengers and what time he drops them off.
In addition to screening the qualifications of its drivers, verifying the fitness of their vehicles, and providing app for a driver to work as a Uber driver, Uber also controls all aspects and elements of the process by which drivers and passengers are selected and paired with one another. When a ride request made through the Uber App, Uber determines in its sole discretion which driver will be paired with a particular rider. A Uber rider has no ability to select a particular driver for a Uber ride.

Uber controls all rides- Importantly, a Uber driver such as Mr. McNeal has absolutely no ability to influence or control whether or not he will be paired with or offered to transport a particular Uber rider, as this determination is made solely by Uber in its sole discretion. Uber determines in its sole discretion which potential riders will be offered to a particular driver at the time of a request. A Uber driver such as Mr. McNeal has no ability to select a particular rider for a Uber ride.

Uber riders cannot select a driver of their choosing- Uber does not permit its riders or drivers to select from a list of available options, and Uber specifically prohibits its drivers from selecting to offer a ride to any specific rider. In its sole discretion, Uber pairs an available rider and an available driver without consultation from either party.

Uber controls all driver work activity- The reason why Uber does not permit its drivers such as Mr. McNeal to select specific riders is so that Uber can actively control the movements of its drivers, to maximize the efficiency of the Uber network as a whole. In other words, once a driver logs on to the Uber App and makes himself available to accept rides, the driver becomes a component of the Uber network and is subject to its control. The Uber network determines which riders will be paired with each individual driver and it is entirely outside of the driver's control.

Uber monitors driver routes- Importantly, Uber does not provide directions to its drivers for the sake of mere convenience. While the driver is technically free to take his own route if he chooses, Uber uses its GPS monitoring of the driver's vehicle to immediately detect if the driver has strayed too far from Uber's "recommended route."

Uber penalizes driver for different routes- A Uber driver may be penalized, through a deduction in his pay, if he takes a less efficient route than the route that has been selected by Uber, and provided to

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the driver within the app.

Uber controls all aspects of the fare payment- Uber further controls the work of its drivers, by unilaterally establishing the payment agreement between the Uber driver and the Uber rider including the calculation of the fare, the amounts that will be charged, and most importantly, the means and method of payment. A Uber passenger is prohibited from paying his driver in cash, and he must pay for his ride through the Uber payment system within the Uber App. Again, the Uber driver is merely a component of the Uber system, as he has no ability to negotiate his own terms with his riders and is simply subject to Uber's direction and control. The terms and payment amount of each Uber ride are set by Uber at its sole discretion. The Uber driver and Uber rider have no ability to negotiate their own agreement to provide services on the Uber platform.

Uber provides that its riders may either be charged a "quoted fare" or a "variable fare." The quoted fare is calculated by Uber, and it is up to Uber's sole discretion whether it is offered to any particular rider

Uber can withhold fares- Uber retains the right to withhold fares from a driver at its sole discretion and may withhold these funds from a driver for any reason.

Uber drivers must use the app or be separated- Uber also controls its drivers by requiring them to accept a certain percentage of available rides to continue to use the platform. Uber requires its drivers to accept a certain number of available rides in order to maintain the efficiency of the Uber Platform. Uber controls its drivers by giving them bonuses when they complete more rides and accept a larger percentage of rides, starting at a 90% acceptance rate.

Mr. McNeal Was Not Engaged in a Distinct Occupation or Business- Mr. McNeal was not engaged in any kind of distinct operation of business as a Uber driver at the time of this incident.

Uber drivers cannot accept street hails- Under the Uber terms of service, Mr. McNeal was expressly prohibited from operating a distinct business "as a public or common carrier, taxi service, accept street hails, or charge for rides."

Uber drivers cannot be contacted directly by Uber riders- Uber takes further steps to prevent its drivers from contacting their riders and developing any independent business related to providing rides to Uber's customers.

Uber does not allows drivers to outsource work- Further evidence that Mr. McNeal was not engaged in any kind of distinct occupation or independent business exists in the fact that Mr. McNeal was unable to delegate, subcontract, or outsource his work for Uber. Mr. McNeal's work for Uber was conditioned on the fact that he was the one who would actually perform the work. Uber drivers are not permitted to subcontract or delegate their services of others acting on their behalf.

Uber controlled the means and method of payment- Uber controls all aspect of payments made in connection with Uber rides, and requires that all payments made for Uber rides be made on the Uber platform, directly to Uber, and not to the driver, who is only permitted to accept tips. All fares are completed on the Uber platform. It would be a violation of the Uber Terms of Service for a Uber driver to request that a passenger pay his fare in cash as opposed to through the Uber App.

- Mr. McNeal could never accept money from a passenger in exchange for a fare, and then deliver Uber's portion of the fare to Uber.

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- It would be a violation of the Uber procedures for Mr. McNeal to accept payment for a ride in cash, as opposed to through the Uber Platform.
- Uber has the sole authority to control the rate of pay received by the driver, and Uber controls the fare calculations for each Uber driver.
- Uber pays its drivers through a third-party provider, who is selected by Uber in its sole discretion.
- Mr. McNeal had no role in the calculation of how much he received from his trips on the Uber App, and that Uber calculated his weekly payments based on its own internal systems.

Uber's primary business is providing ride services through its drivers such as Mr. McNeal- Mr. McNeal was acting to further Uber's primary business interests at the time when this incident occurred. Uber's actions with regard to its drivers such as Mr. McNeal, specifically demonstrate that Uber exerted substantial control over Mr. McNeal regarding the manner in which Mr. McNeal performed his work in the specific context of the ride-for-a-fare industry, and therefore Mr. McNeal should be considered as acting as Uber's agent at the time when this incident occurred.

Uber controlled most aspects of Mr. McNeal's behavior while working- As described earlier in this report, Uber controlled how Mr. McNeal performed his work, specifically, the following:

- Uber controlled whether Mr. McNeal could work at all, and had an unlimited right to terminate his driving by granting or denying access to the Uber app.
- Uber controlled the on-boarding and hiring process.
- Uber required driver applicants to show proof of insurance to Uber despite knowing that insurance companies (if not informed of that Uber driver status) typically exclude their insured drivers from driving professionally. In other words, Uber's control was so great that it required Uber drivers to insure themselves even if that insurance might be declared invalid.
- Uber controlled how Mr. McNeal was paid. Passengers paid Uber, and Uber kept a percentage of the money based on algorithms it develops and controls.
- Mr. McNeal was prohibited from accepting any payment for rides directly from his passengers.
- Uber demonstrates control of Mr. McNeal by paying his based upon fares calculated by the Uber app's GPS data, including speed and distance. On this subject, it should be noted that Uber collects data on vehicle speed, but rather than use this data for safety reasons, Uber uses it to help compute fares.
- Uber further controlled how Mr. McNeal earned his money from Uber riders, in that he could not accept payments in cash and he could not solicit Uber riders for his personal business.
- Uber's contract with Mr. McNeal is replete with provisions exercising control over his. Indeed, the evidence in this case shows that Uber retained exclusive control over Mr. McNeal's ability to use the app and transport passengers as demonstrated through their suspension of his driving privileges.

The following elements of the Uber business model are instructive in finding that Uber established sufficient means of control over Mr. McNeal, such that he should be considered an employee under those regulations that are applicable to TNC operators such as Uber:

- Mr. McNeal was required to complete an application process, in which Uber verified his driver's background and credentials;
- Uber required that Mr. McNeal's vehicle and cellular phone meet certain minimum requirements;
- Mr. McNeal was unable to delegate, subcontract, or substitute another person or entity to perform the work;
- Uber controlled the manner in which Mr. McNeal performed his work in requiring that any

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services performed under Mr. McNeal's driver account be performed personally by Mr. McNeal;
- Mr. McNeal was prohibited from providing driver-ride-for-a-fare services on his own
- Uber customers were not able to independently seek out Mr. McNeal's services from the general pool of Uber drivers;
- Uber monitored Mr. McNeal's whereabouts via GPS tracking, and penalized the driver if he/he takes alternative or inefficient routes;
- Uber controlled the manner in which Mr. McNeal performed his work by providing Mr. McNeal with suggested routes within the Uber app and penalizing Mr. McNeal if he took an alternative/inefficient route;
- Uber controlled the manner in which Mr. McNeal performed his work by determining whether or not Mr. McNeal would have the opportunity to provide a ride service to a potential rider based up on its sole discretion;
- Uber controlled the manner in which Mr. McNeal performed his work by penalizing Mr. McNeal for declining rider assignments and providing incentives for drivers who accepted a large percentage of rider assignments;
- Uber supervised the driver's performance through the use of passenger reviews;
- Mr. McNeal was prohibited from accepting payment directly from his passenger;
- Mr. McNeal was prohibited from negotiating the fare he will charge for the work;
- Mr. McNeal had no ability to set his compensation for providing a ride service;
- Mr. McNeal was prohibited from negotiating the distribution of the fare between the driver and the TNC;
- Mr. McNeal was prohibited from independently soliciting riders;
- Mr. McNeal was unable to build his own client base, as his communication with riders was limited by the Uber app and his contract with Uber;
- Uber provided the necessary tools for his work (i.e. the rideshare app);
- Mr. McNeal was required to display Uber's signage while working for Uber;
- Uber reserved the right, at any time, to discontinue Mr. McNeal's use of the Uber platform;
- Uber could unilaterally alter the terms of service;
- Uber ran a background check on Mr. McNeal and required his to have a valid driver's license and a vehicle which met Uber's requirements;
- Uber could unilaterally deactivate Mr. McNeal's use of the driver app if he did not meet Uber's driver and/or vehicle requirements;
- Uber could unilaterally deactivate Mr. McNeal's use of the driver app if Uber determined that Mr. McNeal had violated Uber's terms of service under its sole discretion;
- Uber, presenting itself as a transportation company, invites its passengers to rely on Uber when requesting a ride from a complete stranger, and therefore, vetting, monitoring, and supervising the provision of services by its drivers is implicit in the services that Uber provides to its customers who use its service;

J. Mr. McNeal was Uber's employee- The ABC test is a guide to use in determining if a worker is considered an independent contractor or an employee in the eyes of the government. Several states, including South Carolina as well as Uber's parent corporation home state of California, require the use of the ABC test—in part or in whole—to determine the status of workers. The government's default status of a worker is as an employee unless they can meet specific guidelines. The ABC test states that a worker could only be an independent contractor if each of these three factors is met:

A. The worker is free from the control and direction of the hiring entity in connection with the performance of the work, both under the contract for the performance of the work and in fact.
B. The worker performs work that is outside the usual course of the hiring entity's business.
C. The worker is customarily engaged in an independently established trade, occupation, or business

of the same nature as the work performed.

The ABC Test has been widely considered in cases arising from the ride-ride-for-a-fare context, and states that a worker can only be an independent contractor if certain criteria has been met. And those criteria used by South Carolina would prove that Mr. McNeal was acting as an employee of Uber. Mr. McNeal should be considered a Uber employee due to all the control aspects mentioned in the previous section of this report. Despite Uber's claim that their drivers can drive for other entities, including other TNCs such as Lyft, Lyft exercises the same control over their drivers as does Uber. **Therefore, drivers splitting their time between those two companies would simply be part-time employees of BOTH Uber AND Lyft.**

K. Uber and Mr. McNeal were also in a joint venture- Uber and Mr. McNeal combined their property, skill and knowledge to carry out a single business undertaking. They have joint control over the business, and they agreed to share profit and loss. **To operate their Joint Venture:**

- Uber and Mr. McNeal each had an ownership interest in the ride-hail business
- Mr. McNeal purchased the vehicle, maintained and insured it, provided the fuel, parking and tolls
- Uber created the app, administered it and advertised for riders
- Uber supplied the riders to Mr. McNeal via the Uber app and provided cashiering services
- Uber and Mr. McNeal shared the fare revenue.

L. Uber's safety component is a public deception- Uber employs no safety personnel in either South Carolina or South Carolina. As a licensed and regulated ride-for-a-fare company, the fact that it deploys no safety personnel in either South Carolina or South Carolina demonstrates gross professional negligence. My previous case work on Uber legal matters has also revealed that Uber, despite being the largest provider of ride-for-a-fare ride services in the U.S., does not have a program of passenger safety as the public would expect and as industry standards would warrant. On the Uber web site, the **Safety Page** states that safety is a critical part of its mission. Despite Uber's claim that safety is a priority, Uber fails to ensure that drivers like Mr. McNeal are safe to transport the riding public. Their program of training and oversight does not even remotely conform to any passenger transportation industry standard. In addition, despite numerous national and state public safety initiatives encouraging drivers to not text while driving, Uber's business model actually encourages their drivers to interact with their device while driving just to conduct business. Uber's willful disregard for safety awareness and safety training permitted and even encouraged this extraordinarily dangerous behavior.

Uber is engaged in public deception by claiming that safety is a priority, while having no safety program in place at all, nor having any way to determine if their drivers can safely operate a motor vehicle- As I have detailed throughout this report**,** Uber's safety component is merely a program of post-incident damage control. No preventative or pre-emptive safety measures are actually in place that are designed to prevent injuries to its passengers, its drivers, and to the public at large. What Uber refers to as its safety component is merely a post-incident, after the fact, administrative function of their operation, often conducted robotically.

M. The standard of care in the ride-for-a-fare industry is that, before it allows a driver to begin work, a prospective driver like Mr. McNeal must be both vetted and provided with training. Uber simply does not do that- All transportation entities matching drivers, and riders who pay a fare, owe a duty of care to their riders, and to the general public, regarding driver vetting, training, and oversight. Vetting normally consists of:

- Testing the prospective driver's knowledge of local geography as well as their level of actual

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driving skills.

- The ride-for-a-fare industry standard driver training program consists of traditional classroom style training, with a live instructor, as well as on the road training with a driver trainer.
- Both the classroom and on-the road training should continue the vetting process aimed at determining both the prospective driver's geographic knowledge as well as their ability to operate an automobile safely under all commonly occurring traffic conditions.
- People are regularly trained and educated on-line these days and, while this should be accompanied by the types of in-person vetting and training I have described throughout this report, ride-for-a-fare drivers can be trained to drive for a company like Uber on-line if the company implements the proper online program.
- Uber failed to do any training, whether in person or online training carefully and/or reasonably.

The for-hire industry has always provided driver training- My summaries of the vetting/training protocols of the other segments of the ride-for-a-fare **industry (See pages 35-40 of this report)**, including several prominent ride hail companies, indicate that Uber (and Lyft) are alone in the ride-for-a-fare sector in ignoring industry standards, as well as duty of care to the public. In this case, Uber did not meet the standard of care for a safe and prudent ride-for-a-fare service. Instead, its policy is to onboard as many drivers as possible. Uber has a recklessly substandard vetting process, which in this case consisted of: an inadequate background check, and an inadequate supervisory component. **No one in Uber management ever even met Mr. McNeal.**

N. Uber's business model includes unsafe and flawed driver vetting, as well as substandard and flawed driver oversight- Despite this standard, Uber does not make any attempt to determine the actual driving skills of the driver candidate. The only way an applicant like Mr. McNeal can provide proof that his Uber car vehicle will be operated in compliance with all state and local laws (including traffic laws, speed limits, and other regulations) is to

1) meet Mr. McNeal and interview him
2) fully vet his background and work history.

Uber did not do this. In fact, no Uber employee, nor any other human being, is involved with Uber driver background checks or MVR reports. Uber's entire vetting system is automated. If drivers like Mr. McNeal fail to report information which would result in a red flag, Uber never learns about it. In addition, drivers must self report facts like a suspended license or a car insurance lapse.

There is inadequate safety or management oversight of the Uber driver fleet:

- Uber did not conduct an in-person interview with Mr. McNeal.
- Uber did not train, or even speak with Mr. McNeal.
- Uber did not ask Mr. McNeal about his driving history.
- Mr. McNeal was not required to submit to a driving test or exam prior to driving for Uber.
- Mr. McNeal did not receive any training on how to drive in the State of South Carolina or South Carolina.
- Although GPS data was collected from Mr. McNeal's driving while live on the Uber app, either with or without riders, that GPS information was not used to determine if Mr. McNeal was not speeding or driving safely.
- Uber only uses its GPS data collected from Uber drivers to enhance and improve its pricing algorithms.

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O. Uber's background checks, including the one performed on Mr. McNeal, do not meet national standards for the ride-for-a-fare transportation industry, and recklessly endanger the public- Uber does not provide, and has never provided, customers with an industry-leading background check process as they have claimed. Instead, Uber has adopted a quick, name-based background check, and has continuously refused to adopt industry-standard, fingerprint-based background checks from its driver qualification process. Uber's background check process relies upon drivers to submit personal identifiers, such as name, address, driver's license number and state, and social security number through an online webpage. Uber, in turn, provides this information to third party vendors to perform a basic, name-based background check. The difference between name-based background checks and fingerprint-based background checks is significant. While a name-based background check searches the applicant's reported name against various databases and compares records that have the same name, a fingerprint-based background check uses the fingerprints of the individual to match against a law enforcement database, comparing records that have the same print, even if the names are different. This is significant since the public uses Uber in the same way they would use a taxi, or as an alternative to a taxicab. The ride-for-a-fare service offered to the public is very similar, but the vetting of taxi drivers and TNC drivers is dramatically different. **(Please see national industry standards as created by the TTA on Pages 38-40 of this report.)**

In the ride-for-a-fare industry:

- Most prospective taxi and livery drivers are required to undergo criminal background checks that require the driver to submit fingerprints through a technology called "Live Scan."
- The fingerprint images are used to automatically search against all other fingerprint images in government criminal record databases, including databases maintained by state law enforcement and the Federal Bureau of Investigation. The FBI's database includes criminal record information from all 50 states, including sex offender registries. If a person has a criminal history anywhere in the U.S., it will register as a match.
- Fingerprints are not only a highly accurate way to confirm an individual's identity, they are also universally used among state and federal government agencies. this allows for the highest levels of information-sharing among all relevant agencies - an element that is lacking when fingerprints are not used to verify identities.
- Fingerprint background checks through local, state, and federal criminal files are the gold standard for public and private employers who wish to determine if a prospective driver has engaged in disqualifying criminal activity. Because of the unique identifying characteristics of fingerprints, this process provides assurance that the person whose criminal history has been run is, in fact, the driver applicant. this would ensure that a person convicted of a crime could not use a false identification to become a Uber driver.
- Name-based background checks, on the other hand, are limited and not easily shared among the appropriate authorities. These criminal background checks are performed on publicly-available databases and records from county courthouses, which are not linked to each other and typically do not go back past seven years. Because the FBI database is not accessed, there is no true national search performed, making these searches incomplete, limited and, very often, inaccurate. Name-based background checks present systematic, fundamental problems.
- Names, addresses and birthdays are not unique. Thus, the likelihood of false positives (a person linked in error with another's record) and false negatives (someone getting cleared when they should not) are greatly increased. For example, if an individual changes this name, or for some other reason has a criminal history under a different name, such as a maiden name, the name-based checks can miss the individual's criminal history**. (this has actually occurred in several of the cases I have worked on as an expert witness.)**
- Uber limits its background check to criminal convictions going back seven years. On Uber's "Safety"

webpage and in subsequent blog posts, Uber has misrepresented that seven years is the "maximum" amount of time Uber is permitted to look back under state and federal law. this is not the case. In fact, federal law allows criminal convictions to be reported indefinitely. The Fair Credit Reporting Act (FCRA), cited by Uber, does not have time limitations on reporting criminal convictions for hiring purposes. this means Uber can access convictions in a background check report regardless of the age of the conviction.

P. Uber and its 3rd Party background check vendor (Chekr) NEVER do the following:

- Conduct Live Scan biometric fingerprint background checks of applicants;
- Conduct in-person interview of applicants;
- Require references from third parties;
- Verify vehicle ownership;
- Conduct physical vehicle inspections;
- Verify that social security numbers and other personal identification numbers submitted in the application process in fact belong to the applicants;
- Require applicants to attend training classes on driving skills;
- Require applicants to attend training classes to prevent, harassment, including sexual harassment of customers;
- Require applicants to attend training classes to hone skills needed to safety use mobile applications while driving;
- Require applicants to pass written examinations beyond basic "city knowledge" tests;
- Require applicants to pass road vehicle tests; or
- Require applicants to pass vision and hearing exams.

XI. SUMMARY OF OPINIONS AND CONCLUSION

Uber's negligent and substandard safety policies, reckless lack of driver monitoring, and the lack of a true public safety program, demonstrates gross indifference and wanton disregard for Uber riders as well as members of the public like Mr. Grainger. This behavior was a breach of the national industry standard of care, was a violation of national safety standards and duty of care. These failures not only represent a breach of Uber's admitted and promised duty of care to its riders, but also an egregious betrayal of public trust, public health, public safety, and fair-trade practices.

This report summarizes my review of all case materials examined so far and my initial opinions are offered to a reasonable degree of professional certainty. I reserve the right to expand or amend the opinions stated in this report upon receipt of additional case materials or by learning more about case details.

Yours Truly,

Joseph M. Rubino, President
J. M. Rubino Transit Consulting

My CV is included with this report

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Report for Jesse M Mcneal

consider

California Applicants/Employees Only: The report does not guarantee the accuracy or truthfulness of the information as to the subject of the investigation, but only that it is accurately copied from public records, and information generated as a result of identity theft, including evidence of criminal activity, may be inaccurately associated with the consumer who is the subject of the report. An investigative consumer reporting agency shall provide a consumer seeking to obtain a copy of a report or making a request to review a file, a written notice in simple, plain English and Spanish setting forth the terms and conditions of his or her right to receive all disclosures, as provided in Section 1786.26.

Sólo para los Solicitantes/Empleados de California: En el informe no se garantiza la exactitud o veracidad de la información en cuanto al tema de la investigación, sino sólo que se ha copiado exactamente de los registros públicos, y la información generada como resultado del robo de identidad, incluyendo las pruebas de una actividad delictiva, podría estar incorrectamente asociada con el consumidor que sea el sujeto del informe. Una agencia investigadora de informes de crédito deberá suministrarle a un consumidor que trate de obtener una copia de un informe o solicite revisar un archivo una notificación por escrito en inglés y español lisos y llanos, en la que se establezcan los términos y las condiciones de su derecho a recibir toda la información, como se dispone en la Sección 1786.26.

EXHIBIT B

Personal information

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First Name
Jesse
Middle Name
M
Last Name
Mcneal
Date of Birth
[redacted]
Social Security #
[redacted]
Geo
c[redacted]
Zipcode
[redacted]
Driver License
[redacted]
Prior Driver License
-
Email
[redacted]
Phone
[redacted]
Custom ID
[redacted]

Report information

Package
driver_premium
Created at
Apr 22, 2015 12:52:02 PM
Upgraded at
Apr 22, 2015 12:52:22 PM
Completed at
Apr 28, 2015 11:43:48 AM

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Aliases

JESSE MCNEAL

JESSIE MCNEAL

SSN Verification — clear

Sex Offender Search — clear

Global Watchlist Search — clear

National Criminal Search — consider

See County Criminal Search.

Federal Criminal Search — clear

County Criminal Searches — consider

consider Charleston, SC

Probation Violation (Unclassified) Jun 9, 2008

Case Number
W10081975
County
CHARLESTON
Court Jurisdiction
General Sessions
File Date

Jun 9, 2008

Full Name
JESSE MCNEAL
State
SC

Charge
Probation Violation (Unclassified)
Charge Type
Unclassified
Disposition
Dismissed
Disposition Date
Jun 9, 2008
Offense Date
Jun 9, 2008

Motor Vehicle Record

clear

Full name
JESSE M MCNEAL
License Status
Valid (No Suspension)
License Type
PERSONAL
License Class
D
Expiration Date
[redacted]
Issued Date
[redacted]
First Issued Date
[redacted]

Violations

CONFIDENTIAL

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ACD Code
W01
Category
Minor violation
Description
HABITUAL OFFENDER
Docket
42133EJ
Issued Date
Aug 10, 2008
State
SC
State Code
022

Requester Company: Uber

Checkr, Inc.
2505 Mariposa Street
San Francisco, CA 94110

844-824-3257
https://checkr.com/applicant

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STATE OF SOUTH CAROLINACOUNTY OF CHARLESTON Crista Linares Grainger, as Personal Representative of the Estate of Sebastian Linares Grainger, Plaintiff, vs. Uber Technologies, Inc., Raiser, LLC, and Jesse McNeal, Defendants.	IN THE COURT OF COMMON PLEAS THE NINTH JUDICIAL CIRCUIT CASE NO.: 2020-CP-10-01553 **DEFENDANT UBER TECHNOLOGIES, INC. AND RASIER, LLC'S RESPONSES TO PLAINTIFF'S FIRST SET OF REQUESTS FOR PRODUCTION**

TO: OANA JOHNSON, ESQUIRE AND MICHELLE N. ENDEMANN, ESQUIRE, ATTORNEYS FOR PLAINTIFF:

Pursuant to Rule 34 of the South Carolina Rules of Civil Procedure, Defendants Uber Technologies, Inc. and Rasier, LLC (collectively "Defendants"), by and through their undersigned counsel, do hereby respond to the Requests for Production of Plaintiff Crista Linares Grainger ("Plaintiff"), as follows:

GENERAL OBJECTIONS

A. Defendants object to these requests to the extent that they call for information and material that is protected from disclosure by the attorney/client privilege, the work product doctrine, trade secrecy, or any other applicable privilege law or rule.

B. Defendants' responses to these requests do not constitute an admission or acknowledgment that any such information is relevant to any issue in the litigation between the parties or that such document or documents referenced by any response is responsive to any request.

C. Defendants object to these requests to the extent that they attempt, whether individually or collectively, to impose a burden on Defendants that exceeds the requirements of the South Carolina Rules of Civil Procedure.

D. Defendants have made a reasonable and good faith effort to comply with the

EXHIBIT C

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production requests of Grainger and has searched for the requested documentation in the places where the documentation was most likely to be found. In the event additional information is discovered that is responsive to these production requests, Rasier will supplement these responses.

RESPONSES TO REQUESTS FOR PRODUCTION

Please produce the following:

1. All documents referenced in your Answers to these Interrogatories.

RESPONSE: **Objection. This Request is overbroad, unduly burdensome, and necessarily enquires into matters that are protected by the attorney-client privilege, and/or requires disclosure of work product, mental impressions, conclusions, opinions, or legal theories of Defendants' attorneys or their insurer. Any documents or materials specifically withheld pursuant to this objection will be identified in a Privilege Log. Subject to and without waiving these objections, please see Defendants' Document Production, bates labeled as "Uber-Rasier 00001-00077":**

- **a. March 21, 2017 trip receipt for Uber App trip with Defendant Jesse McNeal and Sebastian Linares Grainger, Uber-Rasier 00001**
- **b. April 3, 2020 message from Uber to Jesse McNeal, Uber-Rasier 00002-00003**
- **c. Checkr background report for Jesse McNeal, Uber-Rasier 00004-00018**
- **d. Independent Driver Jesse McNeal's license and vehicle documents, Uber-Rasier 00019-00022**
- **e. Uber App trip report for Defendant Jesse McNeal between March 2017 – September 2017, Uber-Rasier 00023-00031**
- **f. Uber App trip report for Sebastian Grainger, Uber-Rasier 00032**
- **g. ORIC Dec Page, Uber-Rasier 00033**
- **h. Rasier, LLC Technology Services Agreement dated December 11, 2015 (accepted on February 6, 2016), Uber-Rasier 00034-00054**
- **i. Rasier, LLC Software License and Online Services Agreement (accepted on October 19, 2015), Uber-Rasier 00055-000XX.**
- **j. South Carolina Addendum (accepted on March 23, 2016), Uber-Rasier 00074-00076**
- **k. Service Fee Addendum (accepted on March 6, 2016), Uber-Rasier 00077**

These documents will be labeled "Confidential" and will be produced subject to the protective order filed with the Court. Defendants are not reproducing Plaintiff's production. Defendants reserve the right to supplement this response.

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2. All documents evidencing settlements of claims arising out of this accident including, but not limited to, covenants not to execute, releases and other settlement agreements.

RESPONSE: **Defendants are not in possession and/or control of any documents responsive to this request.**

3. All photographs (color), incident reports, plats, sketches, or other prepared documents in your possession that relate to the incident at issue. This includes any notes, journals, diaries, recordings, videos, memorandum, etc. you prepared related to this claim.

RESPONSE: **Objection. This Request is overbroad, unduly burdensome, and necessarily enquires into matters that are protected by the attorney-client privilege, and/or requires disclosure of work product, mental impressions, conclusions, opinions, or legal theories of Defendants' attorneys or their insurer. Any documents or materials specifically withheld pursuant to this objection will be identified in a Privilege Log. Defendants did not learn of this incident until after suit was filed. Subject to and without waiving these objections, see Defendants' Response to Request No. 1. Defendants reserve the right to utilize any document produced by any party to this litigation.**

4. Any and all statements given by any witness listed in your answers to Interrogatories or Requests for Production, which are in your possession or the possession of your attorney, agent(s), or representative(s), whether written or recorded on a tape recorder or otherwise.

RESPONSE: **Defendants are not in possession and/or control of any documents responsive to this request.**

5. Any and all documents you have provided to any expert witness in this case to review and any documents or reports any expert witness has provided to you.

RESPONSE: **Defendants have not yet determined the expert witness(es) they intend to call to testify at the trial of this matter. Defendants shall seasonably supplement this Response in accordance with the South Carolina Rules of Evidence, the South Carolina Rules of Civil Procedure, and any scheduling order.**

6. Any and all statements, memoranda, reports, or other materials which in any way might relate to your defense herein which are within your possession or your attorney's, agent's,

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or representative's possession, whether written or recorded or on a tape recorder or otherwise.

RESPONSE: **Objection. This Request is overbroad, unduly burdensome, and necessarily enquires into matters that are protected by the attorney-client privilege, and/or requires disclosure of work product, mental impressions, conclusions, opinions, or legal theories of Defendants' attorneys or their insurer. Any documents or materials specifically withheld pursuant to this objection will be identified in a Privilege Log. Defendants did not learn of this incident until after suit was filed. Subject to and without waiving these objections, see Defendants' Response to Request No. 1. Defendants reserve the right to utilize any document produced by any party to this litigation.**

7. All statements of possible witnesses, whether written, oral, summarized, or otherwise reproduced in any manner, relating to the incident.

RESPONSE: **Objection. This Request is overbroad, unduly burdensome, and necessarily enquires into matters that are protected by the attorney-client privilege, and/or requires disclosure of work product, mental impressions, conclusions, opinions, or legal theories of Defendants' attorneys or their insurer. Any documents or materials specifically withheld pursuant to this objection will be identified in a Privilege Log. Defendants did not learn of this incident until after suit was filed. Subject to and without waiving these objections, see Defendants' Response to Request No. 1. Defendants reserve the right to utilize any document produced by any party to this litigation.**

8. Any and all other documents or writings of any kind, or tangible items of any kind, relating to the claim.

RESPONSE: **Objection. This Request is overbroad, unduly burdensome, and necessarily enquires into matters that are protected by the attorney-client privilege, and/or requires disclosure of work product, mental impressions, conclusions, opinions, or legal theories of Defendants' attorneys or their insurer. Any documents or materials specifically withheld pursuant to this objection will be identified in a Privilege Log. Defendants did not learn of this incident until after suit was filed. Subject to and without waiving these objections, see Defendants' Response to Request No. 1. Defendants reserve the right to utilize any document produced by any party to this litigation.**

9. With regard to Defendant Jesse McNeal's employment with Defendant Rasier and/or Uber, please produce or make available for inspection and copying all documents or tangible things, including electronically stored information in the party's possession, custody or control which may relate to his employment/ contracting and/or the facts of the case.

RESPONSE: **Defendants object to this Request on the ground that it lacks foundation and assumes facts, including the presumption there that exists an employment**

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relationship between Defendant McNeal, or other independent transportation providers who license the Driver App, and Defendants. Defendants have never employed Defendant McNeal and there has never been an agency or employment relationship. Drivers who license the driver version of the Uber application are independent third-party transportation providers and not employees. Defendant McNeal is an independent third-party transportation provider. Defendants do not employ, hire, or train independent third-party transportation providers like Defendant McNeal; accordingly, there are no employment applications, contracts, or personnel files between Defendants and Defendant McNeal. Defendants deny any employment or agency relationship with Defendant McNeal. Defendants further object to this Request as overly broad and unduly burdensome, and not limited in time or scope. Subject to and without waiving these objections, please see Defendants' Response to Request No. 1.

10. All documents you have received pursuant to subpoena or FOIA and all similar requests for information.

RESPONSE: **Please see Defendants' Response to Request No. 1 above.**

11. All citations and police reports issued/prepared as a result of the subject incident.

RESPONSE: **Defendants are in possession of the City of Charleston Police Investigation Report which was produced by Plaintiff.**

12. All documents in your possession related to Defendant McNeal's criminal background.

RESPONSE: **Please see Defendants' Response to Request No. 1 above. Defendants are in possession of the documents produced by Plaintiff.**

13. All documents in your possession related to Defendant McNeal's employment or acts on behalf of Rasier and/or Uber as an independent contractor, including but not limited to, contracts, insurance policies, notices, records of violations and reprimands, history of traffic violations.

RESPONSE: **Defendants object to this Request on the ground that it lacks foundation and assumes facts, including the presumption there that exists an employment relationship between Defendant McNeal, or other independent transportation providers who license the Uber App, and Defendants. Defendants have never employed Defendant McNeal and there has never been an agency or employment relationship. Drivers who license the driver version of the Uber application are independent third-party transportation providers and not employees. Defendant McNeal is an independent third-party transportation provider. Defendants do not employ, hire, or train**

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independent third-party transportation providers like Defendant McNeal; accordingly, there are no employment applications, contracts, or personnel files between Defendants and Defendant McNeal. Defendants deny any employment or agency relationship with Defendant McNeal. Defendants further object to this Request as overly broad and unduly burdensome, and not limited in time or scope. Subject to and without waiving these objections, please see Defendants' Response to Request No. 1.

14. All documents related to policies and procedures for violations committed by Rasier and/or drivers.

RESPONSE: **Defendants object to the Request on the ground that it lacks foundation and assumes facts, including the presumption there that exists an employment relationship between Defendant McNeal, or other independent transportation providers who license the Uber App, and Defendants. Defendants have never employed Defendant McNeal and there has never been an agency or employment relationship. Drivers who license the driver version of the Uber application are independent third-party transportation providers and not employees. Defendants object to the Request on the ground that it seeks information that is proprietary, confidential, trade secret, and/or similarly protected. Defendants further object as this Request is overly broad, unduly burdensome, not limited in time or scope, and is not designed to lead to the discovery of admissible evidence. Subject to and without waiving said objections, Defendants respond as follows:**

Drivers who use the driver version of the Uber App are independent third-party transportation providers in business for themselves. Further responding, in the interest of good faith and cooperation, Defendants will produce the following documents once the parties have agreed to, and the Court has entered, a protective order: Technology Services Agreement. Defendants also refer Plaintiff to Uber's Community Guidelines, which are equally available to all parties and can be found at www.uber.com/legal/community-guidelines. Discovery and investigation are continuing. Defendants reserve the right to revise this response as discovery proceeds.

15. All documents which outline or detail procedures for vetting drivers and/or potential new drivers.

RESPONSE: **Defendants object to the Request on the ground that it lacks foundation and assumes facts, including the presumption there that exists an employment relationship between Defendant McNeal, or other independent transportation providers who license the Uber App, and Defendants. Defendants have never employed Defendant McNeal and there has never been an agency or employment relationship. Drivers who license the driver version of the Uber application are independent third-party transportation providers and not employees. Defendant McNeal is an independent third-party transportation provider. Defendants do not employ, hire, or train independent third-party**

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transportation providers like Defendant McNeal; accordingly, there are no employment applications, contracts, or personnel files between Defendants and Defendant McNeal. Defendants object to the Request on the ground that it seeks information that is proprietary, confidential, trade secret, and/or similarly protected. Subject to and without waiving said objections, Defendants respond as follows:

Drivers who use the driver version of the Uber App are independent third-party transportation providers in business for themselves. Uber craves reference to its document production, Uber-Rasier 00004-00022, which contains the information collected by Rasier, LLC as required under the TNC Act, S.C. Code Ann. Section 58-23-1650, including the driver's license, proof of insurance, vehicle registration, and a background check, which is provided by a third party, that were collected when Jesse McNeal signed up to use the driver version of the Uber App. Jesse McNeal was never been an employee, agent, servant, or joint venturer with Defendant. Jesse McNeal was at all times relevant to this litigation an independent driver in business for himself. As drug testing and driving testing are not required of Defendant by the TNC Act, no such testing is performed.

16. All documents outlining or detailing the procedures Rasier uses to check potential or existing Rasier and/or Uber drivers ' criminal history.

RESPONSE: **Defendants object to the Request on the ground that it lacks foundation and assumes facts, including the presumption there that exists an employment relationship between Defendant McNeal, or other independent transportation providers who license the Uber App, and Defendants. Defendants have never employed Defendant McNeal and there has never been an agency or employment relationship. Drivers who license the driver version of the Uber application are independent third-party transportation providers and not employees. Defendant McNeal is an independent third-party transportation provider. Defendants do not employ, hire, or train independent third-party transportation providers like Defendant McNeal; accordingly, there are no employment applications, contracts, or personnel files between Defendants and Defendant McNeal. Defendants object to the Request on the ground that it seeks information that is proprietary, confidential, trade secret, and/or similarly protected. Subject to and without waiving said objections, Defendants respond as follows:**

Drivers who use the driver version of the Uber App are independent third-party transportation providers in business for themselves. Further responding, in the interest of good faith and cooperation, upon entry of a suitable protective order Defendants will produce the following documents: Technology Services Agreement and background check conducted by a nationally accredited third-party relating to Defendant McNeal.

17. All documents evidencing instances wherein Uber drivers were found to have been distributing drugs to riders or others.

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RESPONSE: **Objection. Defendants object to this Request as overly broad and unduly burdensome. This Request is not reasonably limited in time or scope. The Uber App is utilized across the United States and many countries around the world. The subject incident allegedly occurred in Charleston, South Carolina. Moreover, the nature and facts of other allegations and/or incidents are unique and would have no bearing or relevance to the instant lawsuit. Defendants further object to the extent this Request on the ground that it lacks foundation and assumes facts, including the presumption there that exists an employment relationship between Defendant McNeal, or other independent transportation providers who license the Driver App, and Defendants. Defendants have never employed Defendant McNeal and there has never been an agency or employment relationship. Drivers who license the driver version of the Uber application are independent third-party transportation providers and not employees.**

Defendants further object to this Request in that the information sought is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. The Uber App is a peer-to-peer transportation app. Whether any independent third-party transportation provider has ever distributed drugs to a rider is something that has nothing to do with the Uber App and Defendants would not be responsible for, much less have any bearing or relevance on the allegations in this case. Subject to and without waiving any objection, Defendants are not aware of nor in possession of any documents wherein Jesse McNeal was alleged to have offered drugs to any of his passengers.

18. Produce Jesse McNeal's cell phone records from March 1, 2016 to April 3, 2018.

RESPONSE: **This Request is directed to Defendant McNeal, and Defendants are not in possession of any items responsive to this Request.**

19. Produce a copy of Jesse McNeal's personnel file as maintained by Rasier.

RESPONSE: **Defendants object to the Request on the ground that it lacks foundation and assumes facts, including the presumption there that exists an employment relationship between Defendant McNeal, or other independent transportation providers who license the Uber App, and Defendants. Uber has never employed Defendant McNeal and there has never been an agency or employment relationship. Drivers who license the driver version of the Uber application are independent third-party transportation providers and not employees. Defendant McNeal is an independent third-party transportation provider. Uber does not employ, hire, or train independent third-party transportation providers like Defendant McNeal; accordingly, there are no employment applications, contracts, or personnel files between Defendants and Defendant McNeal. Uber objects to the Request on the ground that it seeks information that is proprietary, confidential, trade secret, and/or similarly protected. Subject to and without waiving said objections, Uber responds as follows:**

Drivers who use the driver version of the Uber App are independent third-

party transportation providers in business for themselves. Further responding, in the interest of good faith and cooperation, upon entry of a suitable protective order Defendants will produce the following documents: Technology Services Agreement and background check conducted by a nationally accredited third-party relating to Defendant McNeal. Defendants also crave reference to Defendants' Response to Request No. 1 for any responsive documents.

GALLIVAN, WHITE & BOYD, P.A.

s/ John A. "Jay" Jones
John A. "Jay" Jones, Esq. (SC Bar # 73091)
Rebecca S. Greene, Esq. (SC Bar # 104651)
Gallivan, White & Boyd, P.A.
40 Calhoun Street, Suite 315
Charleston, SC 29401
jjones@gwblawfirm.com
rgreene@gwblawfirm.com
Telephone: 843-735-7600
Facsimile: 843-414-8070
Attorneys for Defendants
Uber Technologies, Inc. and Rasier, LLC

Charleston, South Carolina
September117, 2023

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STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON Crista Linares Grainger, as Personal Representative of the Estate of Sebastian Linares Grainger, Plaintiff, vs. Uber Technologies, Inc., Raiser, LLC, andJesse McNeal, Defendants.	IN THE COURT OF COMMON PLEAS THE NINTH JUDICIAL CIRCUIT CASE NO.: 2020-CP-10-01553 **DEFENDANT RASIER, LLC'S ANSWERS TO PLAINTIFF'S FIRST SET OF INTERROGATORIES**

TO: OANA JOHNSON, ESQUIRE AND MICHELLE N. ENDEMANN, ESQUIRE, ATTORNEYS FOR PLAINTIFF:

Pursuant to Rule 33 of the South Carolina Rules of Civil Procedure, Defendant Rasier, LLC ("Rasier" or "Responding Party") by and through their undersigned counsel, does hereby respond to the Interrogatories of Plaintiff Crista Linares Grainger ("Plaintiff"), as follows:

PRELIMINARY STATEMENT

1. The following Answers are based upon information presently available to Rasier and which Rasier believes to be correct. These Answers are made without prejudice to Rasier's rights to utilize subsequently discovered facts.

2. No incidental or implied admissions of fact by Rasier are made by the Answers below. The fact that Rasier has responded to any request may not be properly taken as an admission that Rasier accepts or admits the existence of any facts set forth or assumed by such Interrogatory, or that such Interrogatory constitutes admissible evidence. The fact that Rasier has responded to part or all of an Interrogatory is not intended to be, and shall not be construed to be, a waiver by Rasier of all or any part of any objections made by Rasier to any Answer.

EXHIBIT D

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3. Rasier reserves the right to supplement these Answers in the event additional responsive information or documents are discovered and/or located at a later date.

4 This Preliminary Statement is hereby incorporated by reference into each of the Answers set forth below.

GENERAL OBJECTIONS

1. Rasier objects to these discovery Interrogatories without waiver of, or prejudice to, any additional objections Uber may make.

2. All such objections are hereby expressly preserved, as is the right to move for a protective order safeguarding the confidentiality of Rasier's confidential and proprietary information.

3. Rasier objects to each Interrogatory on the ground that it seeks confidential and proprietary information that should be subject to a protective order. Rasier specifically incorporates this objection into every Interrogatory whether stated in the Answer or not.

4. Rasier reserves all objections as to the admissibility at trial of any information provided.

5. The supplying of any information does not constitute an admission by Rasier that such information is relevant in this lawsuit. All information provided by Rasier is for use in this litigation only and for no other purpose.

6. Rasier objects to each and every Interrogatory to the extent that any of the information requested, if any, was obtained and prepared in anticipation of litigation or for trial, and Plaintiff has made no showing that they have substantial need for the materials in the preparation of its case and that they are unable, without undue hardship, to obtain the substantial equivalent of the materials by other means. Rasier further objects to each and

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every Interrogatory to the extent that the information called for, if any, is privileged and is not discoverable under South Carolina law. To the extent Rasier inadvertently discloses information that may arguably be protected by any privilege, such inadvertent disclosure does not constitute waive of such privilege.

7. Rasier objects to each of the following Interrogatories to the extent it is overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence.

8. Rasier objects to each of the following Interrogatories to the extent the information sought is in the public domain or otherwise equally available to Plaintiff.

9. Rasier objects to each Interrogatory to the extent it purports to require Rasier to provide any information other than that which is properly discoverable under the Rules of Civil Procedure.

10. Rasier's Answers are based on information and facts presently known. Discovery and case investigation in this matter may yield further information affecting these Answers. If necessary, Rasier will supplement its Answers as required by Rules of Civil Procedure.

11. Pursuant to the Rules of Civil Procedure, Rasier objects to responding to Interrogatories where Rasier has produced and/or is producing documents from which the answer can be ascertained at substantially the same burden as it could be by Plaintiff.

12. Rasier objects to any Interrogatory to the extent that the term "all" is used. Rasier will conduct a reasonable search of their records for relevant information that is not otherwise objectionable.

Subject to the foregoing general objections stated above, Rasier hereby submits these Answers to Plaintiff's First Set of Interrogatories as follows:

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ANSWERS TO INTERROGATORIES

1. Give the names, addresses, phone numbers and email addresses of all persons known to the parties or Counsel to be witnesses concerning the facts of the case and indicate whether or not written or recorded statements have been taken from the witnesses and indicate who has possession of such statements.

ANSWER: **Objection. Rasier objects to this Interrogatory as Rasier was not involved in the subject incident, has no employment or other agency relationship with Defendant Jesse McNeal, and did not own or operate any of the vehicles involved in the incident which brought rise to the incident at issue in this litigation. Subject to and without waiving the objections, Rasier states as follows:**

A. Jesse McNeal
3896 New Hope Road
Johns Island, South Carolina 29455

Mr. McNeal is a named Defendant in this case. Mr. McNeal is the independent transportation provider in the case and is expected to testify concerning his knowledge of the facts and circumstances surrounding the subject incident. Rasier is not in possession of any written or recorded statements by this witness.

B. Representative of Rasier, LLC
c/o John A. "Jay" Jones, Esquire
Gallivan, White & Boyd, P.A.
P.O. Box 22768
Charleston, SC 29413

Rasier is a corporate defendant in this case and is capable of proffering a Rule 30(b)(6) witness to testify regarding Rasier's corporate structure, its relationship with Uber Technologies, Inc., as well as the contract between Rasier and independent transportation providers. Rasier is not in possession of any written or recorded statements by this witness.

C. Representative of Uber Technologies, Inc.
c/o John A. "Jay" Jones, Esquire
Gallivan, White & Boyd, P.A.
P.O. Box 22768
Charleston, South Carolina 29413

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Uber Technologies, Inc. is a corporate defendant in this case and is capable of proffering a Rule 30(b)(6) witness to testify regarding the Uber App. Uber is not in possession of any written or recorded statements by this witness.

D. Officer M.B. Patillo (CPD Badge # 2196)
Investigator M. Mellette (CPD Badge # 1805)
180 Lockwood Boulevard
Charleston, South Carolina 29403

Officer Patillo and Investigator Mellette are the police officers that responded and investigated Plaintiff's death in this case. They are expected to testify to the facts and circumstances surrounding their investigation, which began by discovering Plaintiff's body. Rasier is in possession of the CPD incident report with their narratives but is not in possession of a written or recorded statement of either witness.

E. Rasier reserves the right to call all medical providers as well as employers of the Plaintiff and all custodians of record for those providers and employers.

F. Rasier reserves the right to call all witnesses named or otherwise identified by the Plaintiff or any other party through discovery or otherwise in the litigation. Rasier further reserves the right to supplement this Answer at any point throughout the remainder of this lawsuit up to and including the date of trial.

2. Set forth a list of photographs, plats, sketches, or other prepared documents in possession of the parties that relate to the claim or the defense in the case, including but not limited to, a list of the documents produced in response to Plaintiffs Requests for Production to Defendant Uber Technologies, Inc./Rasier, LLC.

ANSWER: Objection. Rasier objects to the extent this interrogatory is overbroad, unduly burdensome, and entirely unlimited in scope. This Interrogatory further seeks information protected by the attorney-client and/or work product privileges or seeks information prepared in anticipation of litigation. Subject to and without waiving these objections, Rasier is in possession of the police report, which may be construed as a document that contains sketches. Rasier is in possession of all photographs, plats, sketches, or other documents produced by the parties to date.

3. For each person known to the parties or counsel to be a witness concerning the

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facts of the case, set forth either a summary sufficient to inform the other party of the important facts known to or observed by such witness, or provide a copy of any written or recorded statements taken from such witnesses.

ANSWER: Please see Rasier's Answer to Interrogatory No. 1 above.

4. List the names and addresses of any expert witnesses whom the party proposes touse as a witness at the trial of the case. For each expert witness, list the following:

a) education or other qualifications of the expert;

b) charges, fees, fee schedule or other compensation charged by or paid toany such person in connection with this matter;

c) all documents or other items reviewed by each such person in formulationof any opinions they have on any such topics;

d) each and every opinion held by any such person; and

e) whether said expert has prepared a report.

ANSWER: Rasier has not yet determined the expert witness(es) it intends to call to testify at the trial of this matter but reserves the right to amend this Answer in the event an expert witness becomes necessary. Rasier reserves the right to call and elicit expert testimony from any and all experts named by all other parties to this litigation or anyone else who may so be qualified by virtue of their education, training, or experience.

5. For any statements regarding the incident taken from any person or representativeof any entity, list:

a) the person giving the statement;

b) the date and manner in which the statement was created or taken;

c) the person taking, recording, or creating the memorialization of the statement;

d) the person(s) currently having possession of any statements; and

e) the topical subject matter of the statement, including any subtopics (i.e. theincident, your injuries).

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ANSWER: **Please see Rasier's Answer to Interrogatory No. 1 above.**

6. With regard to any claim for civil action in which you have been involved or which has been asserted on your behalf, list:

f) person or entity against whom the claim or lawsuit was made;

g) date and type of incident giving rise to any such claim or lawsuit;

h) claim number or civil action number and court in which filed; and

i) description of the resolution of the claim or civil action or its currentstatus.

ANSWER: **Objection. Rasier objects to this Interrogatory as overly broad and unduly burdensome, and not reasonably limited in time or scope. The Uber App is utilized across the United States and many countries around the world. The subject incident allegedly occurred in Charleston, South Carolina in 2017. Moreover, the nature and facts of other allegations and/or claims are unique and would have no bearing or relevance to the instant lawsuit. Rasier further objects to the extent this Interrogatory on the ground that it lacks foundation and assumes facts, including the presumption there that exists an employment relationship between Defendant McNeal, or other independent transportation providers who license the Driver App, and Rasier. Defendants have never employed Defendant McNeal and there has never been an agency or employment relationship. Drivers who license the driver version of the Uber application are independent third-party transportation providers and not employees. Subject to and without waiving any objection, this information is public record and as readily available to Plaintiff as to Rasier.**

7. Describe in detail any conversations between you, Defendant Jesse McNeal, and/or any eyewitnesses either at the time of the incident or at any time thereafter, including the names and addresses of the involved persons, and the time and substance of each conversation.

ANSWER: **Rasier objects to this Interrogatory as this request is overly broad, unduly burdensome, and not reasonably limited in scope. Rasier objects to the extent this Interrogatory seeks information protected by the attorney-client privilege and/or work product doctrine, or seeks information prepared in anticipation of litigation. Moreover, this request seeks information that is not reasonably calculated to lead to the discovery of**

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admissible evidence. Accordingly, any documents or materials generated prior to the filing of this lawsuit which have been specifically withheld pursuant to this objection will be identified in a Privilege Log. Subject to and without waiving any objections, Rasier is not aware of any conversations between Rasier and Defendant McNeal. Rasier will produce any written communications with Defendant McNeal should they exist.

8. Describe in detail any conversations between you and any law enforcement officials either at the time of the incident or at any time thereafter, including the names and addresses of the involved persons, and the time and substance of each conversation.

ANSWER: **Rasier objects to this Interrogatory as this request is overly broad, unduly burdensome, and not reasonably limited in scope. Rasier objects to the extent this Interrogatory seeks information protected by the attorney-client privilege and/or work product doctrine, or seeks information prepared in anticipation of litigation. Moreover, this request seeks information that is not reasonably calculated to lead to the discovery of admissible evidence. Accordingly, any documents or materials generated prior to the filing of this lawsuit which have been specifically withheld pursuant to this objection will be identified in a Privilege Log. Subject to and without waiving any objections, Rasier will produce any written communications with law enforcement officers should they exist.**

9. Set forth the date, charge, and disposition of any arrest for a criminal offense of Defendant Jesse McNeal.

ANSWER: **This Interrogatory is directed to Defendant McNeal. Rasier craves reference to the criminal case documents produced by the parties to date.**

10. Set forth a list of all documents in your possession which relate to any criminal offense of which Defendant Jesse McNeal has been accused, charged, convicted, and/or arrested.

ANSWER: **Rasier craves reference to the criminal case documents produced by the parties to date.**

11. Please describe, in detail, the specific actions or inactions you contend

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Defendant McNeal did or did not do which contributed to or caused this incident.

ANSWER: **Rasier objects to this Interrogatory to the extent it misstates Rasier's business and presumes an employment, agency or similar relationship exists between Rasier and Defendant McNeal, which Rasier expressly denies. This Interrogatory seeks information Responding Party is unable to provide, and such inquiry should be made of Defendant McNeal.**

Rasier objects as it is a corporate defendant and was not present at the time Mr. Grainger obtained or ingested fentanyl-laced drugs and had no role whatsoever in procuring or providing any drugs to Mr. Grainger.

Rasier objects to this Interrogatory to the extent that it is premature. Rasier further objects to this Interrogatory as seeking legal conclusions, and information not currently within the knowledge of and/or in the possession, custody, or control of Defendants. Discovery is still in the initial stages and no depositions have been conducted. Further, Rasier objects to this Interrogatory to extent that it seeks information protected by the attorney-client and work product privileges, or the mental impressions of counsel, which are immune from disclosure. Plaintiff is further directed to Rasier's responses to discovery as well as its affirmative defenses, incorporated herein. Rasier reserves the right to amend or supplement this response as this action progresses.

12. Identify all settlements into which you have entered related to claims arising out of the incident. Identify the amount, responsible (paying) party and all documents evidencing settlement.

ANSWER: **None.**

13. Do you require your drivers to carry personal Rideshare Insurance?

ANSWER: **Rasier objects to this Interrogatory to the extent it misstates Rasier's business and presumes an employment, agency or similar relationship exists between Rasier and Defendant McNeal, which Rasier expressly denies. Subject to and without waiving any objections, Rasier complies with the requirements of the South Carolina Transportation Network Company Act ("TNC") which does not require independent transportation providers to carry personal rideshare insurance.**

14. Please provide the name and the policy number of Defendant Jesse McNeal's

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Rideshare Insurance Carrier.

ANSWER: **Please see Rasier's Answer to Interrogatory No. 12 above.**

15. List all instances (including dates, reason for reprimand, and penalty imposed) in which Uber has reprimanded Defendant McNeal, and identify all documents relevant thereto. If McNeal was suspected of a violation, but was not reprimanded, please note the same.

ANSWER: **Rasier objects to this Interrogatory to the extent it misstates Rasier's business and presumes an employment, agency or similar relationship exists between Rasier and Defendant McNeal, which Rasier expressly denies. Subject to and without waiving these objections, Defendant McNeal's access to the Uber app was restricted on or about April 3, 2020 due to being charged with a crime which, if resulted in a conviction, did not comply with Uber's Community Guidelines.**

16. Does Uber screen drivers to determine whether driver candidates are likely to be safe-drivers with respect to Uber clientele? If so, describe in detail the "Multi-Step Safety Screen," or any other safety screen Uber uses to vet drivers and/or potential drivers, and list all documents, forms, and procedures relevant thereto.

ANSWER: **Objection. Rasier objects to the Interrogatory on the ground that it is vague and ambiguous, specifically in the use of the phrases "likely to be safe-drivers," "Uber clientele," "safety screen," and "vet drivers and/or potential drivers." Rasier objects to the Interrogatory on the grounds that it lacks foundation and assumes facts, including the presumption there that exists an employment relationship between Defendant McNeal, or other drivers who sublicense the Driver App, and Rasier. Rasier has never employed Defendant McNeal and there has never been an agency or employment relationship. Drivers who license the driver version of the Uber App are independent third-party transportation providers and not employees.**

Subject to and without waiving the forgoing objections, Rasier does not hire or employ independent third-party transportation providers such as Defendant McNeal. Uber Technologies, Inc. is a technology company that creates online platforms to connect two sides of a market. Through its technology, Uber facilitates transactions, enabling drivers and riders to connect and complete a transaction safely and efficiently. Rasier, LLC is a

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wholly owned subsidiary of Uber Technologies, Inc. that sublicenses the Driver version of the Uber App to the independent third-party transportation providers. Before the incident that gave rise to this complaint, Defendant McNeal obtained a sublicense from Rasier to operate the Driver version of the Uber App. Defendant McNeal would have signed up online and submitted certain personal information to express an intent to utilize the Driver version of the Uber App. Subsequently, and prior to gaining access to the Driver version of the Uber App, a background check was performed by a nationally accredited third-party vendor, which checked his motor vehicle record, federal/county/national criminal history, SSN verification, and National Sex Offender Registry. Defendant McNeal also submitted his vehicle registration, insurance documentation, and driver's license and entered into a Technology Services Agreement.

Rasier will produce the following documents once the parties have agreed to, and the Court has entered, a protective order: Technology Services Agreement and the documents Defendant McNeal submitted to gain access to the Uber App. Rasier also refers Plaintiff to the signup page related to Charleston, South Carolina at https://www.uber.com/drive/charleston. In addition, Rasier refers Plaintiff to South Carolina's TNC statute. Discovery and investigation are continuing, and Rasier reserves the right to revise this response as discovery proceeds.

17. Does Uber vet its drivers annually? If so, describe in detail the annual vetting process Uber uses to vet drivers and/or potential drivers, and list all documents, forms, and procedures relevant thereto.

ANSWER: Please see Rasier's Answer to Interrogatory No. 16 above.

18. Describe in detail the process by which Uber checks driver's and/or potential driver's criminal records, including but not limited to, the "technology that proactively fetches new criminal offenses using several sources," that Uber holds they utilize, and list all documents,forms and procedures related thereto.

ANSWER: Please see Rasier's Answer to Interrogatory No. 16 above.

19. Prior to Sebastian Grainger' s death, was Uber aware of any instances where any of its drivers offered drugs to their passengers? If so, please list and describe these

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instances.

ANSWER: **Objection. Rasier objects to the Interrogatory on the ground that it is vague and ambiguous, specifically in the use of the phrases "its drivers" and "offered drugs to their passengers." This Request is not reasonably limited in time or scope. The Uber App is utilized across the United States and many countries around the world. The subject incident allegedly occurred in Charleston, South Carolina in 2017. Moreover, the nature and facts of other allegations and/or incidents are unique and would have no bearing or relevance to the instant lawsuit. Rasier further objects to the extent this Request on the ground that it lacks foundation and assumes facts, including the presumption there that exists an employment relationship between Defendant McNeal, or other independent transportation providers who license the Driver App, and Defendants. Rasier has never employed Defendant McNeal and there has never been an agency or employment relationship. Drivers who license the driver version of the Uber application are independent third-party transportation providers and not employees. Rasier objects to the Interrogatory on the grounds that it lacks foundation and assumes facts, including the presumption there that exists an employment relationship between Defendant McNeal, or other drivers who sublicense the Driver App, and Rasier. Rasier has never employed Defendant McNeal and there has never been an agency or employment relationship. Drivers who license the driver version of the Uber App are independent third-party transportation providers and not employees.**

Rasier further objects to this Request in that the information sought is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. The Uber App is a peer-to-peer transportation app. Whether any independent third-party transportation provider has ever distributed drugs to a rider is something that has nothing to do with the Uber App and Defendants would not be responsible for, much less have any bearing or relevance on the allegations in this case. Subject to and without waiving any objection, Rasier is not aware of any instance of or allegations wherein Defendant McNeal was alleged to have offered drugs to any of his passengers.

20. Since Sebastian Grainger's death, has Uber become aware of instances where any of its drivers offered drugs to their passengers? If so, please list and describe these instances.

ANSWER: **Please see Rasier's Answer to Interrogatory No. 19 above.**

21. Set forth the names and addresses of all insurance companies which may have

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insurance coverage relating to this claim, the years of the policies, and set forth the number or numbers of the policies involved and the amount or amounts of liability coverage provided in each policy.

ANSWER: **Rasier objects to this Interrogatory on the grounds it calls for information protected by rights to privacy; seeks sensitive and/or confidential proprietary business information; seeks trade secret information; further it seeks irrelevant information and is not reasonably calculated to lead to the discovery of admissible evidence. Rasier was not involved in the subject incident and has no employment or other agency relationship with Defendant Jesse McNeal and did not own or operate any of the vehicles involved in the subject incident. The Uber App is a peer-to-peer transportation app. Whether any independent third-party transportation provider distributed drugs to a rider is something that has nothing to do with the Uber App nor and Defendants would not be responsible for, much less have any bearing or relevance on the allegations in this case. Subject to and without waiving these objections, Rasier responds as follows with the caveat that a determination of coverage for the subject incident is made by the insurance carrier(s) outlined below, not by Responding Party or any of its subsidiaries. The policies disclosed below reflect coverage limits as of policy inception and make no representations concerning whether and to what extent there has been an erosion of policy limits. Additionally, third-party independent transportation provider Jesse McNeal is not an insured under any of the below policies.**

Rasier, LLC is a named insured under a commercial general liability primary policy issued by Old Republic Insurance Co., Policy No. MWZY307488, with a limit of $5,000,000.00 per occurrence and $10,000,000.00 general aggregate and effective from 06/30/2016 to 06/30/2017.

Rasier's excess and umbrella insurance policies are as follows: Independent transportation provider Jesse McNeal is not an insured under any of the below policies.

Chubb	**6/30/16-6/30/17**	**7996-52-32**	**$5M**
AIG	**6/30/16-6/30/17**	**19086974**	**$25M**

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Great American	**6/30/16-6/30/17**	**EXC4100350**	**$25M**
Ironshore	**6/30/16-6/30/17**	**002090102**	**$25M**
XL Catlin	**6/30/16-6/30/17**	**SXS004421502**	**$15M**
Chubb	**6/30/16-6/30/17**	**XCQG2761517A002**	**$25M**
XL Catlin	**6/30/16-6/30/17**	**US00071970LI16A**	**$25M**
AIG	**6/30/16-6/30/17**	**25905405**	**$25M**

GALLIVAN, WHITE & BOYD, P.A.

s/ John A. "Jay" Jones
John A. "Jay" Jones, Esq. (SCB 73091)
Rebecca S. Greene, Esq. (SC Bar # 104651)
Gallivan, White & Boyd, P.A.
40 Calhoun Street, Suite 315
Charleston, SC 29401
jjones@gwblawfirm.com
rgreene@gwblawfirm.com
Telephone: 843-735-7600
Facsimile: 843-414-8070
Attorneys for Uber Technologies, Inc.

Charleston, South Carolina
September 11, 2023

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STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON	IN THE COURT OF COMMON PLEAS
Crista Linares Grainger, as Personal Representative of the Estate of Sebastian Linares Grainger, Plaintiff, v. Uber Technologies, Inc., Raiser, LLC, and Jesse McNeal, Defendants.	Case No.: 2020-CP-10-01553 **REPLY MEMORANDUM ON BEHALF OF UBER TECHNOLOGIES, INC. AND RAISER, LLC IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT**

NOW COME, Defendants, Uber Technologies, Inc. and Raiser, LLC ("Defendants"), pursuant to Rule 56 of the South Carolina Rules of Civil Procedure, and hereby file this Reply Memorandum in Support of their Motion for Summary Judgment.

On March 25, 2025, Plaintiff took the deposition of Defendants' Rule 30(b)(6) corporate representative, Ben Carroll. On that date, Mr. Carroll was sworn in by the court reporter, was examined, and testified. Thereafter, a transcript of the sworn deposition was provided to the parties.

In Reply to the issues raised in Plaintiffs' Memorandum in Opposition to Defendants' Motion for Summary Judgment filed on November 1, 2024, Defendants submit the portions of Mr. Carroll's sworn deposition testimony that are relevant to the Motion for Summary Judgment. *See* Exhibit 18, attached.

Respectfully submitted,

s/Robert E. Sumner IV

Robert E. Sumner IV (SC Bar No. 71728)
BUTLER SNOW LLP
25 Calhoun Street, Ste. 250
Charleston, SC 29401
Telephone: (843) 277-3700
Email: robert.sumner@butlersnow.com

Counsel for Defendants Uber Technologies, Inc. and Raiser, LLC

August 22, 2025

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STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON	IN THE COURT OF COMMON PLEAS
Crista Linares Grainger, as Personal Representative of the Estate of Sebastian Linares Grainger, Plaintiff, v. Uber Technologies, Inc., Raiser, LLC, and Jesse McNeal, Defendants.	Case No.: 2020-CP-10-01553 **CERTIFICATE OF SERVICE**

This is to certify that on this 22nd day of August 2025 a copy of the foregoing **DEFENDANT'S REPLY MEMORANDUM ON BEHALF OF UBER TECHNOLOGIES, INC. AND RAISER, LLC** has been served upon the following counsel of record via email, and addressed as follows:

Oana D. Johnson, Esquire
ROSEN HAGOOD, LLC
400 Calhoun Street, Suite 450
Charleston, SC 29401
ojohnson@rosenhagood.com

AND

Michelle N. Endemann, Esq.
CLARKSON WALSH & COULTER, PA
497 St. Andrews Blvd.
Charleston, SC 29407
843-936-5043
mendemann@clarksonwalsh.com

Attorneys for the Plaintiff

BUTLER SNOW, LLP
25 Calhoun Street, Suite 250
Charleston, South Carolina 29401
Telephone: 843.277.3700

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EXHIBIT 18

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IN THE COURT OF COMMON PLEAS
FOR THE STATE OF SOUTH CAROLINA
CHARLESTON COUNTY

VIDEOTAPED 30(b)(6) DEPOSITION OF
UBER TECHNOLOGIES
BEN CARROLL

CRISTA LINARES GRAINGER, as Personal Representative of the Estate of Sebastian Linares Grainger,

Plaintiff,

vs.

Case No. 2020-CP-10-01553

UBER TECHNOLOGIES, INC., RASIER, LLC, and JESSE McNEAL,

Defendants.

DEPONENT:	BEN CARROLL
DATE:	March 25, 2025
TIME:	10:01 a.m.
LOCATION:	VIA VIDEOCONFERENCE
REPORTED BY:	JESSICA BOLANOS CLARK BOLEN PO Box 12189 Charleston, SC 29405 843-762-6294 WWW.CLARKBOLEN.COM

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A P P E A R A N C E S

(All appearances via videoconference)

ON BEHALF OF PLAINTIFF:

ROSEN HAGOOD, LLC
BY: OANA D. JOHNSON
40 Calhoun Street
Suite 450
Charleston, SC 29401

ON BEHALF OF DEFENDANTS UBER TECHNOLOGIES and RASIER, LLC:

GALLIVAN, WHITE & BOYD, P.A.
BY: JOHN A. "JAY" JONES
40 Calhoun Street
Suite 315
Charleston, SC 29401

Also present: Genesis Carvajal, videographer
Kelly Denham, Uber representative
Will Turner, paralegal

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BEN CARROLL - EXHIBITS

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THE VIDEOGRAPHER: Okay. We are on the record in the video deposition of Ben Carroll in the matter of Cristal Linares Grainger, et al., versus Uber Technologies, et al. Today's date is March 25, 2025. The time is 10:01 a.m. The court reporter is Jessica Bolanos. My name is Genesis Carvajal, videographer with Clark Bolen.

Will counsel please identify themselves for the record.

MS. JOHNSON: Good morning. My name is Oana Johnson, and I represent the plaintiff in this case.

MR. JONES: Good morning, my name's Jay Jones. I represent Uber Technologies, Inc., and Rasier, LLC.

MR. TURNER: Good morning, my name is Will Turner. I'm Oana Johnson's paralegal.

THE VIDEOGRAPHER: All right. Court Reporter, please swear in the witness.

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BEN CARROLL,

having been first duly sworn, was examined and testified as follows:

EXAMINATION

BY MS. JOHNSON:

Q. Good morning, Mr. Carroll.

A. Good morning.

Q. Have you been deposed before?

A. Yes.

Q. Okay. So you are familiar with the rules of deposition?

A. I am, yes.

Q. Okay. I am going to give you a couple of rules that I am required to give you. But, one, if you need a break, please let us know and we will stop.

If you don't understand a question, please ask me to rephrase it so that you can answer it. If you do answer a question, I'm going to assume that you understood the question.

Please use "yes" and "no" and not "uh-huh" and "uh-uh" and nodding your head because the court reporter won't be able to take that down. And please wait until I finish the question to answer it, and I will wait until you

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time is 2:02 p.m., and we are back on the record.

EXAMINATION

BY MR. JONES:

Q. Ben, I'm going to have several questions for you to follow up on a lot of stuff that Oana just asked. But let's just start -- you know, I like to talk about the actual case. In this case, it's undisputed that Mr. McNeal, Jessie McNeal had one and only one trip utilizing the Uber app with Sebastian Grainger; is that correct?

A. That's correct.

Q. And I believe it was on March 21, 2017, correct?

A. That's correct.

Q. Okay. And I'm going to share my screen. This was produced as Uber 001. And -- oops. Can you see that?

A. I can, yes.

Q. Okay. Is this a copy of the receipt from that one and only trip between Mr. McNeal and Mr. Grainger?

A. Yes, this would be Mr. Grainger's receipt.

Q. And it's dated up at the top, you can

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see, March 21, 2017, correct?

A. Correct.

Q. And we see that the distance -- the route that was taken, the starting and end points, the time, and then the total fare, correct?

A. That's correct, including a breakdown of the fare.

Q. Okay. And the total that Mr. Grainger paid was $17.06, correct?

A. Correct.

Q. For an 11.2-mile ride over 32 minutes; is that accurate?

A. Yes. That's what he paid to Mr. McNeal.

Q. Okay. Now, Oana just mentioned to you that the drugs that were procured by Mr. McNeal was in April of 2017. Was that in any way, shape, or form related to the use of the Uber app?

A. No.

Q. Okay. In reviewing the documentation to prepare for today, did you -- were you able to look at the ride -- both the rider and the driver app status reports to confirm that overlapping there was only this one trip that we just looked

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at --

A. Yes.

Q. -- on March 21, 2017?

A. That's correct.

Q. And we know from subsequent matters in the criminal court that apparently they exchanged their personal cell phones, cell phone numbers during that one and only trip. Is that your understanding?

A. That is my understanding.

Q. If that is to -- if a -- if an independent driver utilizing the Uber app and a rider using the rider version of the app are on a trip and opt to exchange personal information, there's nothing prohibiting that, is there?

A. No, not at all.

Q. Okay. I mean, they're two consenting adults. They can do what they want, right?

A. Yes, as long as -- as long as they each consent to exchange that information, that's fine.

Q. And what they may do beyond that with that information, does that have anything to do with Uber?

A. No, none at all.

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Q. Okay. So for example, if Mr. McNeal and Mr. Grainger subsequently texted each other after March 21, 2017, would Uber have any knowledge of that?

A. No.

Q. If Mr. Grainger -- if Mr. Grainger asked Mr. McNeal to get him drugs after March 21, 2017, would Uber have any knowledge of that?

A. No.

Q. And if Mr. McNeal did, in fact, procure drugs for Mr. Grainger after March 21, 2017, would -- would Uber have any knowledge of that?

A. No.

Q. And would any of that -- would Uber have any responsibility for any of that?

A. No.

Q. Okay. Now, bear with me. You were asked a lot of questions about the background checks. Do you recall that?

A. Yeah.

Q. Okay. I want to walk you through as it relates to Mr. McNeal, okay, Jessie McNeal.

A. Okay.

Q. Let's just start with Uber's aware that every state, I believe, has some version of a

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Transportation Network Company Act; is that accurate?

A. That's -- that's my understanding, yes.

Q. Okay. And it's my understanding that there may be some variances from state to state, but by and large, they function more or less the same; is that accurate?

A. Yes.

Q. Okay. And specifically in South Carolina, Section -- South Carolina Code Section 58-23-1710 states, Section A, Except as otherwise provided in this chapter, TNCs -- that's transportation network companies -- and TNC drivers are governed exclusive by this article and by any regulations promulgated by the Office of Regulatory Staff consistent with this article.

Are you familiar with that?

A. Yes, I'm familiar with that section of the regulation.

Q. Okay. And is that, to put it simply, mean that the TNC Act, the Transportation Network Company Act is the exclusive statutory guideline that oversees the operations or functions of a TNC company such as Uber?

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A. Yes.

Q. Okay. Now, further down, you were asked a lot of questions about Mr. McNeal's background reports. And we're going to -- we're going to talk about those. Let me just pull everything up here.

Oana asked you a lot of questions about, well, in 2015, it didn't -- it didn't show the -- the -- it showed a probation violation unclassified, but it didn't show the pistol possession, correct?

A. Yes.

Q. Okay. But in the 2016 background check run by Checkr, it did show that, correct?

A. That's correct.

Q. Do you know whether or not the probation violation was related to that pistol possession charge?

A. I do not.

Q. Okay. So regardless, would either one of those charges in 2015 or 2016 have disqualified Mr. McNeal from accessing the driver version of the Uber app?

A. They would not.

Q. Okay. Same in 2017, was there anything

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on his criminal background check that was done by Checkr that would have disqualified Mr. McNeal from accessing the driver version of the Uber app?

A. There was not.

Q. Okay. Oana asked you about his warrant, Mr. McNeal's warrant that was apparently issued in October of 2017. I know you're not a lawyer, but does this -- does the background check typically flag warrants without any sort of criminal disposition?

A. All of the -- all of the items that I've seen have some sort of disposition and disposition date attached to them.

Q. And that's kind of my point. A background check is not going to typically capture if there's an outstanding warrant or anything like that, is there?

A. That's my understanding.

Q. Because, you know, in this country, we abide by the old adage, innocent until proven guilty, right?

A. Yes, we do.

MS. JOHNSON: Object to the form.

MR. JONES: You object that we're

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innocent until proven guilty in the United States?

MS. JOHNSON: I object to the form of the question.

MR. JONES: Okay.

Q. So let's talk about driver qualification requirements under the South Carolina TNC Act --

A. Sure.

Q. -- specifically Section 58-23-1650. And I tell you what. I'm going to -- I'm going to pull this up and I'm going to share my screen just to make it a little bit easier so you can follow along. Oops. Are you seeing --

A. Yeah, I'm seeing it right there.

Q. Okay. And I'm just going to kind of see if I can scoot this up just a tad. All right. You see Section 15-28 -- or 28-23-1650?

A. I do.

Q. Okay. It's entitled, Driver qualification requirements, documentation, inspection of records, and disclosures, correct?

A. Correct.

Q. Okay. Is this the section that dictates what is required of a prospective independent driver before they are granted access to the

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driver version of the Uber app?

A. Yes.

Q. Okay.

A. I think it's specifically section B, right?

Q. Well, we're going to look at it. Section A says, The TNC shall obtain certain background and qualification information from a TNC driver before the TNC driver's approved by the TNC to provide TNC services.

Did I read that correctly?

A. Yes.

Q. Okay. So Uber is required to obtain, as we've talked about at length today, a background and equal -- certain background and qualification information, correct?

A. Correct.

Q. All right. Now, Section B gets us a little more detail. What is required by Uber to obtain? So let's look at that. This information shall include -- (1) -- B(1), a valid driver's license issued by the South Carolina DMV or current state of residence for the driver.

Did Uber obtain a valid South Carolina driver's license for Mr. McNeal?

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A. Yes.

Q. And number two, verification that the driver is 21 years of age or older. By virtue of his driver's license, did Uber verify this information?

A. Yes.

Q. Three, a certified copy of the driver's 10-year driving record issued by the South Carolina DMV and a record from the Department of Motor Vehicles or equivalent agency of the state where the driver has been domiciled for that period.

And I think Mr. McNeal was South Carolina, so this would apply to South Carolina, but when Uber obtained his background report through Checkr, did it obtain his driving record?

A. Yes.

Q. Okay. Number Four, conduct or have a third party conduct a local and national criminal background check for each applicant that must include, A, a multistate or multi jurisdictional criminal record locator or other similar commercial nationwide database with validation and primary source search.

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First of all, did Uber outsource to a third party to conduct this national -- local and national criminal background check?

A. Yes.

Q. Okay. And that party, I believe, was -- was Checkr, correct?

A. Correct.

Q. Okay. And I know we don't have it pulled up in front of us, but you mentioned earlier that Checkr is not the exclusive company that Uber uses for these background checks of prospective independent drivers who are seeking to access the driver version of the app, correct?

A. That's correct.

Q. You mentioned if you go to the Uber.com website under help, there's a provision where it says -- and I just pulled this right from the website, quote, Uber partners with third-party providers Checkr, HireRight, and SambaSafety to conduct background checks in the United States; is that accurate?

A. That is correct today, and there's been other providers in the past as well.

Q. Okay. And these are all reputable companies that actually do this. This is what

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their business is, correct?

A. Correct. They're accredited providers of background checks.

Q. Very good. So -- so Uber had Checkr run this background check, and it was a multistate and multi jurisdictional criminal records search, correct?

A. Correct.

Q. 4(b), it also shall include a search for a National Sex Offender Registry database search?

A. It does, yes.

Q. Okay. Mr. McNeal was clear of that, correct?

A. Correct.

Q. Number five -- so those are the two things that this third-party company had to check for in the criminal background check; a multistate, multi jurisdictional criminal record locator and the national sex offender criminal database, correct?

A. That's correct.

Q. And Checkr did that. And Mr. McNeal, there was nothing that was disqualifying on any of his reports from 2015, 2016, or 2017 as it relates to that, correct?

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A. That's correct.

Q. Okay. Five, proof of automobile liability insurance in the name of the TNC driver, which meets the requirements of Section 38-77-140. Did Mr. McNeal, in fact, provide proof of insurance on his automobile?

A. Yes.

Q. Okay. So all of the -- all of the requirements for a TNC driver qualification as required by the TNC Act in South Carolina were -- were met by Mr. McNeal, correct?

A. That's correct.

Q. Okay. C, requires the TNC to verify that the TNC driver meets all of the driver qualification requirements in this section in intervals of at least once each year, correct?

A. Yes.

Q. And not to belabor it, but the first time that Mr. McNeal sought to access the driver version of the Uber app was sometime in 2015, correct?

A. Yes.

Q. And that was the first report we saw in exhibit -- I believe it was 4 or 5, the background checks, correct?

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A. The 2015 background check.

Q. Okay. And then we know that Uber complied with this requirement of the TNC Act because it got annual follow-up background checks in 2016 and 2017, correct?

A. That's correct.

Q. Okay. Subsection D, The TNC shall maintain documentation of initial and annual verification of the TNC driver qualifications for a period of three years. We have that, correct?

A. Correct.

Q. Okay. We being Uber?

A. Yes.

Q. And subsection E, The Office of Regulatory Staff may conduct inspections of TNC driver qualification records, that simply is stating that somebody from the South Carolina Department of Regulatory Staff, should they so choose, could do an audit to ensure that Uber is in compliance with the TNC Act of South Carolina for Mr. McNeal or other drivers, correct?

A. Correct.

Q. Okay. So far Uber has done everything required under the law, right?

A. Yes, Uber complies with all laws.

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Q. Subsection F, The TNC shall not provide -- excuse me, shall not permit a TNC driver to provide TNC services who, number one, does not meet the TNC driver qualifications listed in subsections B and C. Okay. We've already addressed B and C, and we thought that Mr. McNeal met those, correct?

A. Correct.

Q. All right. Number two is registered or required to be registered as a sex offender with SLED or the National Sex Offender Registry. We know that Mr. McNeal was not required to be registered on those, correct?

A. Correct.

Q. Three, has been convicted in the past 10 years of driving under the influence of drugs or alcohol. Did we see that in Mr. McNeal's criminal background or criminal history report?

A. We did not.

Q. Driving with an unlawful alcohol concentration, was he in violation of that?

A. No.

Q. Fraud, any convictions or dispositions of fraud?

A. No.

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Q. Use of a motor vehicle to commit a felony, any evidence of that?

A. No.

Q. Felony crime involving property damage, any evidence of that?

A. No.

Q. Theft and crimes defined as violent pursuant to Section 16-1-60.

Okay. As we sit here, do you know what those violent crimes are defined as?

A. I did review them at one point in preparation for to -- today.

Q. Okay.

A. They do not include possession of a firearm.

Q. Okay. And I'm just going to -- I'm going to share my screen again. I have pulled up South Carolina Code Section 16-1-60, Violent crimes defined. Do you see that?

A. I can, yes.

Q. Okay. At any point in 2015, 2016, or 2017 when the Checkr background reports were run, had -- had Mr. McNeal been convicted or pled guilty of any of the violent crimes as defined by South Carolina law in this section?

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A. No.

Q. Okay. And I'm not going to read them all because there are a lot, but it includes things like murder, attempted murder, assault and battery, criminal sexual conduct with a minor, arson, burglary, homicide by child abuse, pretty serious crimes, would you agree with?

A. Yes.

Q. Okay. Possession of a pistol 10 years prior is not considered a violent crime under the TNC Act or South Carolina Code as it relates to the TNC Act, does it?

A. No.

Q. Okay. And all of that to say that there is nothing in Mr. -- there was nothing in Mr. McNeal's background check that Uber was required to obtain -- or criminal history check that Uber was required to obtain that would have disqualified him from accessing the driver version of the Uber app, correct?

A. That's correct.

Q. All right. You were asked some questions about whether or not the Uber app allows for recording of a trip, and I think you said in 2017, no; but in some jurisdictions today

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there may be audio recording through the app. Is that -- did I hear you correctly?

A. Yes.

Q. Okay. Would that have had any relevance or bearing in this case when any drug purchases or communications through the personal texts between Mr. McNeal and Mr. Grainger did not occur on the one and only trip through the Uber app?

A. Yeah, that would have no relevance. Just to be clear, this is a feature that someone -- you know, if they're in a car and they have an unpleasant experience, they can turn this on so that that can later be shared with customer support.

Q. Understood.

A. Yeah.

Q. Does this case have to do with the -- Mr. McNeal's operation of his motor vehicle in terms of getting into an accident, driving erratically, speeding excessively, anything like that?

A. No.

Q. Okay. Certainly you would agree that as far as the -- you know, Oana asked you about safety and Uber's concern about safety of the

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riders during trips. Is there any dispute that Mr. McNeal safely got Mr. Grainger from point A to point B on the one and only trip they took utilizing the Uber app?

A. No.

Q. Okay. You mentioned something earlier. And forgive me because I -- I'm not sure what it was in context, but you said something about the New York Taxi and Transportation Commission or something?

A. New York City Taxi and Limousine Commission.

Q. Okay. And what is it that they check?

A. So the New York City Taxi and Limousine Commission, who is running the motor vehicle and criminal background searches for these -- for folks in New York City, if someone's license were to get revoked for any reason, that would be updated on their publicly available database, which Uber has the ability to go and check.

Q. Okay. You would agree that has no application whatsoever in South Carolina, correct?

A. Correct, neither does the example I mentioned in California.

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Q. Okay. And just to be clear, is Uber a taxi company?

A. No.

Q. Is Uber a common carrier?

A. No.

Q. Okay. I think -- I think I provided you with a copy of the plaintiff's memo in opposition to our motion for summary judgment, which included as an exhibit a -- a report from plaintiff's designated expert. And I -- forgive me. His first name's escape -- Joseph Ravino. Do you remember seeing that?

A. I do, yes.

Q. Okay. It's about a 50-some-odd page report?

A. Yeah.

Q. Okay. He consistently refers to Uber -- or in his report, rather, talks about ride-for-fare, for-a-fare service is -- is Uber a ride-for-a-fare service?

A. No.

Q. Okay. What is Uber?

A. Uber is a technology company that connects folks to -- who want to buy and sell foods and services.

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Q. Is a taxi company a ride-for-fare service?

A. I'm not sure, but that sounds a little bit closer to -- to a ride-for-fare service.

Q. Okay. Now, Ravino -- and it's cited -- I think it was kind of a cut and paste about three pages or four pages maybe, more than that actually, from his report in this memo purported driving screening and training standards recommended by the Transportation Alliance. Do you remember seeing that?

A. I do, yes.

Q. Okay. Is Uber in any way, shape, or form a member of or have anything to do with the Transportation Alliance?

A. No.

Q. Okay. I pulled up their website, the TransportationAlliance.org. And I'm just going to read, Who we are. It says, The Transportation Alliance is a nonprofit trade association of and for the private passenger transportation industry. Our extensive membership spans the globe and includes taxi cab companies, executive sedan and limousine services, airport shuttle fleets, nonemergency medical transportation

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companies and paratransit services. Is Uber in any of those categories?

A. No.

Q. Is Uber a member of the Transportation Alliance?

A. No.

Q. Okay. And in fact, the purported standards and training standards and driving screening that are recommended by the Transportation Alliance as cited in Mr. Ravino's report, are those -- is Uber obligated to in any way, shape, or form to follow or abide by those?

A. No.

Q. Okay. Particularly if they fly in the face of what's required or what South Carolina law is. You would agree with that?

A. Absolutely.

Q. Okay. Let me see here. Let me just jump back to what we were looking at earlier at part of the TNC Act, which governs -- and that is the exclusive act -- we already covered this, I think -- that governs rideshare companies such as -- or TNC -- transportation network companies, rideshare companies such as Uber, correct?

A. Correct.

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Q. That was a mouthful. I'm sorry. Let me pull this back up.

We looked at Section South Carolina Code 58-23-1650, and I wanted to point out a specific section here because Ravino is suggesting that Uber should have required drug screening or drug testing for its drivers or its independent drivers, rather.

First of all, can you read under Section 4 -- excuse me, 5 -- F(4). Can you see that?

A. Yes. It says, the TNC shall not permit a TNC driver to provide TNC services who is under the influence of drugs or alcohol. Nothing in this section may be construed to require drug testing by a TNC of a TNC driver.

Q. Okay. I think it kind of speaks for itself, but is Uber in any way obligated to or required to drug test or alcohol test any independent driver who may utilize the driver version of the Uber app?

A. No.

Q. Okay. And, in fact, I just -- I'll kind of segue into it -- drivers who choose to utilize the driver version of the Uber app, are they

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employees of Uber?

A. No.

Q. Okay. Are they independent contractors?

A. Yes.

Q. Okay. In South Carolina, the hallmark of whether someone is an employee or someone is an independent contractor really revolves around the control in the performance of the job. Okay? And I'm going to ask you some questions as it relates to that. All right?

Nobody from Uber dictates to or tells the independent drivers how to actually drive their car, correct?

A. No.

Q. Okay. And I think you mentioned this earlier. Uber does not provide any training to independent drivers or anything like that, does it?

A. Uber does not provide any training. And just to clarify, you said correct, and then I said no in my last answer. Yes, that's correct.

Q. Thank you.

A. Yeah.

Q. Uber does not withhold taxes or provide a W-2 to independent drivers such as Mr. McNeal?

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A. That's correct.

Q. Okay. Uber provides no benefits to independent drivers such as Mr. McNeal such as health insurance, corporate profits, or stock options, correct?

A. That's correct.

Q. Uber does not provide independent drivers such as Mr. McNeal any equipment, correct?

A. That's correct.

Q. Mr. McNeal owned and used his own vehicle for the one and only trip he had with Mr. Grainger, correct?

A. That's correct.

Q. And he owned and utilized his own vehicle for any trip he might have used or arranged through the use of the driver version of the Uber app; isn't that correct?

A. That's correct.

Q. Uber doesn't pay independent drivers such as Mr. McNeal for gas, oil changes, tires, or any maintenance for their vehicles, do they?

A. No.

Q. Uber does not pay independent drivers such as Mr. McNeal a stipend or a subsidy for

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their personal vehicles, do they?

A. No.

Q. Uber does not provide a cell phone to independent drivers such as Mr. McNeal, nor provide a subsidy for the cell phone, do they?

A. They do not.

Q. In fact, Mr. McNeal utilized his own personal cell phone to download the Uber app and submit whatever information was required pursuant to the TNC Act, correct?

A. That's correct.

Q. And conversely, Mr. Grainger also utilized his personal cell phone to download the rider version of the Uber app, correct?

A. That's correct.

Q. Okay. Uber does not require independent drivers such as Mr. McNeal to wear a uniform or a name tag, does it?

A. No, it does not.

Q. Okay. Uber does not set a schedule for independent drivers such as Mr. McNeal; is that correct?

A. That's correct.

Q. All right. Mr. McNeal was free to utilize the driver version of the Uber app

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provided that he met all of the qualifications as much or as little as he wanted. Is that true?

A. That's true.

Q. Uber does not set any minimum amount of time that independent drivers such as Mr. McNeal has to use the Uber app, does it?

A. It does not.

Q. Independent drivers such as Mr. McNeal are free to accept, decline, ignore, or cancel ride request when they choose to go online with a Uber app. Isn't that true?

A. That's correct, yes.

Q. Okay. Independent drivers such as Mr. McNeal do not report to a boss or have a supervisor at Uber, do they?

A. That's correct.

Q. And I know this is monotonous. I apologize. I'm just kind of covering -- covering my bases here.

A. Not a problem.

Q. Independent drivers such as Mr. McNeal are free to use other competing rideshare apps such as Lyft while utilizing the Uber -- driver version of the Uber app. Isn't that true?

A. Yes.

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Q. Independent drivers such as Mr. McNeal can decide when they get paid. They can opt to get paid daily or weekly. Isn't that true?

A. That's true.

Q. Now, as it relates to this case, I think you -- you mentioned earlier that Uber learned of Mr. Grainger's death when it was -- when it was served with this lawsuit; is that accurate?

A. That's correct.

Q. Okay. And you were asked a lot of questions by Oana about when access to the app may have been terminated as to Mr. McNeal. Let me just ask you this: What is waitlisting?

A. Waitlisting is when someone loses access to the platform for an expired document typically.

Q. Okay. Or maybe they don't have an active vehicle or -- it could be a number of things, correct?

A. Correct. Whatever it's -- they -- their documentation, whether it's a vehicle or their documentation isn't all together.

Q. Okay. I believe you mentioned that the last trip that Mr. McNeal used -- or excuse me -- did utilizing the driver version of the Uber app

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was in September of 2017; is that correct?

A. That's correct.

Q. Okay. It's my understanding that Mr. McNeal was waitlisted at least by late February of 2018. Is that your -- is that Uber's understanding?

A. Yes.

Q. Okay. And so I'm just going to put this in layman's terms. Does that basically mean that Mr. McNeal had not provided updated documentation or information about his vehicle that may have expired and therefore under the TNC he was not eligible to utilize or access leads through the driver version of the Uber app?

A. That's correct.

Q. Okay. And that's something that could easily be remedied by an independent driver if they submit the updated documentation, correct?

A. Yes.

Q. Okay. And Mr. McNeal just never did that, did he?

A. That's correct.

Q. Okay. And upon learning of the allegations of this lawsuit having been served, is that when Uber formally terminated his access

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to the driver version of the Uber app in April of 2020?

A. Sorry. Can you say that again?

Q. Sure. Having learned of the formal allegations against it after being served with the lawsuit, only then did Uber actually formally terminate Mr. McNeal's access to the driver version of the April -- of the Uber app in April of 2020, correct?

A. That's correct.

Q. Okay. Okay. Oh, finally, I want to ask you about driver screenings and representations made by Uber to the general public. Fair to say that Uber is required to obtain a background check and criminal history check of any prospective driver who wants to utilize the driver version of the Uber app before they're allowed to have that access?

A. That's fair to say.

Q. Okay. And whether it's called a screening or -- or background check, it's -- it's the same thing, correct?

A. That's my understanding, yes.

Q. And -- and the requirements of that background check or screening are dictated again

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by the South Carolina Transportation Network Company Act, correct?

A. That's correct.

Q. And we just walked through those. And there's also another element to that, too, as it relates to the vehicle, correct?

A. Yes. There's other requirements on the vehicle.

Q. Right.

A. We were talking about the person.

Q. Right. And we didn't go into those, but the TNC Act sets forth kind of with particularity basically elements to make sure that somebody who wants to operate as a TNC driver has a roadworthy vehicle, correct?

A. Yes.

Q. Okay. And to do that, they have to take their car to an authorized repair shop or -- or place where they do those inspections, and there's a form that has all of that -- the boxes need to be ticked from the TNC Act to make sure that it is, in fact, compliant with the TNC Act, correct?

A. That's correct, yes.

Q. And Mr. McNeal did that and provided

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that to -- to Uber in advance of gaining access to the driver version of the Uber app, correct?

A. Yes, that's one of the documents I reviewed.

Q. Okay. I know there was -- and it might have been semantics, but I think you clarified for Oana and I think we're all on the same page, Uber doesn't perform the background checks or screenings on its drivers, but rather third-party companies, accredited third-party companies such as Checkr do, correct?

A. That's correct.

Q. Okay. Fair to say that Uber represents to the public that background checks are performed on drivers who utilize the driver version of the Uber app before they gain access to the -- to the app?

A. That's fair.

Q. Okay. And that those background checks are performed annually?

A. Yes.

Q. And -- and those checks, I think it was a footnote, but those checks were subject to different requirements based on jurisdiction, correct?

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A. That's correct.

Q. Excuse me. And in South Carolina, anyway, just to be clear, those requirements of what a driver screening or background check con -- or consist of are set forth in the South Carolina Transportation Network Company Act, correct?

A. That's correct.

Q. And there was nothing in Mr. McNeal's background check performed by Checkr that would have resulted in him not being granted access to the driver version of the Uber app in 2014, 2015, 2016, or 2017, correct?

A. That's correct.

Q. Last question, the habitual offender, quote/unquote, those -- that was for minor violations under his driving record, correct?

A. That's my understanding, yes.

Q. Okay. Did you happen to look at those and see that it was some unpaid tickets?

A. I did see that, yes.

Q. Okay. Do you know what -- what criteria Checkr may use to -- to determine or use the phrase habitual offender?

A. I do not.

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CERTIFICATE

I, Jessica Bolanos, Notary Public in and for the State of South Carolina, do hereby certify that the witness in the foregoing videotaped deposition was duly sworn to testify to the truth, the whole truth and nothing but the truth in the within-entitled cause; that said deposition took place virtually via video conference. The testimony of the witness and all objections made at the time of the examination were recorded stenographically by me and were thereafter transcribed by computer-aided transcription. The foregoing is a full, complete and true record of the testimony of the witness and of all objections made at the time of the examination.

I further certify that I am neither related to nor counsel for any party to the cause pending or interested in the events thereof.

Witness my hand, I have hereunto affixed my official seal at Charleston, Charleston County, on April 23, 2025.

Jessica Bolanos
My Commission expires
April 22, 2032

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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	CASE NO.: 2020-CP-10-01553
	)	
Crista Linares Grainger, as Personal Representative of the Estate of Sebastian Linares Grainger,	)	**SUPPLEMENTAL MEMORANDUM IN OPPOSITION TO DEFENDANTS' MOTION FOR SUMMARY JUDGMENT**
Plaintiff,	)	
vs.	)	
Uber Technologies, Inc., Raiser, LLC, and Jesse McNeal,	)	
Defendants.	)	

Plaintiff Crista Linares Grainger, as Personal Representative of the Estate of Sebastian Linares Grainger, through her undersigned attorneys respectfully requests that this Honorable Court deny Defendants' Uber Technologies, Inc. and Rasier, LLC's (hereinafter collectively "Uber") Motion for Summary Judgment as there are genuine issues of material fact the Defendants cannot overcome.

ARGUMENT

Uber's attempt to hide behind self-serving statements that it has no direct liability in this case fail. As Uber points out in its Reply Memorandum, Plaintiff was able to take the deposition of Ben Carroll, Uber's 30(b)(6) designee, on March 25, 2025 (Exhibit 1, Deposition of Ben Carroll). During the deposition, Plaintiff discovered for the first time that, despite representations by Uber that there are no records of violation by Jesse McNeal, Uber had records containing numerous customer complaints about McNeal, including reports of marijuana use in McNeal's vehicle. Those records were not produced by Uber with its initial document production, in fact, those records were not produced until July 22, 2025. Those records revealed that Uber had ample knowledge of McNeal's drug use while using the Uber app (Exhibit 2). In an interval of five

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months, Uber received nine complaints about McNeal's car smelling like smoak, some even mentioned marijuana smoke, some made it clear they were not referring to cigarette smoak:

1. On 10/18/15 an Uber Rider commented the following: "The car was smoky. my wife had to use her inhaler after getting out."
2. On 10/18/15 another Uber Rider commented the following: "His car smelled like weed."
3. On 8/8/15 car an Uber Rider commented the following: "The car smelled of smoke. Don't ride in it if you're dressed for a nice dinner."
4. On 6/14/15 an Uber Rider commented the following: "This was a smoky car."
5. On 6/5/15 an Uber Rider commented the following: "The car reeked of smoke. Gotta change that ASAP."
6. On 5/29/15 an Uber Rider commented the following: "Car had a smoke smell."
7. On 5/29/15 another Uber Rider commented the following: "Car had a little bit of a smoke smell."
8. On 5/23/15 an Uber Rider commented the following: "Car smelled of cigarettes and smoke."
9. On 5/9/15 an Uber Rider commented the following: "Car smelled of smoke and not cigarette."

Yet, Uber has no record of investigating these complaints. This is a direct violation of both Uber's policies and South Carolina law. Uber's representative, Ben Carroll testified:

Ben Carroll 30(b)(6) Uber Technologies 3 25 25, (Page 142:7 to 142:15)

Q. So Uber -- you -- is it your testimony today that Uber does not know whether it investigated the incident of Mr. McNeal's car smelling like marijuana?
MR. JONES: Object to the form.
A. I haven't seen any kind of communications related to that. I've only seen the feedback that the rider left for Mr. McNeal himself saying that the car smelled like weed.

Ben Carroll 30(b)(6) Uber Technologies 3 25 25, (Page 141:12 to 141:18)

Q. Okay. Would being under the influence of marijuana disqualify Mr. McNeal from using the app?
MR. JONES: Object to the form.
A. Operating a vehicle under the influence of marijuana would disqualify anyone in South Carolina from using the app.

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Mr. Carroll went so far as to testify that if Uber receives feedback that someone is driving under the influence, in violation of South Carolina law, Uber is **obligated** to remove that driver's access to the app **immediately.**

Ben Carroll 30(b)(6) Uber Technologies 3 25 25, (Page 93:12 to 93:21)

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Q. If -- so customer support makes the determination of whether a driver's access to the app should be revoked or not based on complaints?

MR. JONES: Object to the form.

A. I wouldn't say based on complaints, but if we receive feedback, for example, that someone's driving under the influence**, that's in violation of South Carolina law around who can access our platform, and we would have to remove that person's access to the platform immediately**.

However, despite reports of marihuana use in his vehicle, Uber failed to investigate the reports and it allowed a driver, it knew was violating South Carolina law to continue driving for two more years. Clearly, had Uber followed its own procedures and complied with the South Carolina law, Sebastian would have never been connected with McNeal through the Uber app.

This is supported by the unrebutted expert opinion contained in the supplemental report attached hereto as Exhibit 3.

Lastly, Uber's attempt to argue that its actions were not the proximate cause of Sebastian's death also fail. South Carolina law is clear that "The defendant's negligence does not have to be the sole proximate cause of the plaintiff's injury; instead, the plaintiff must prove the defendant's negligence was at least one of the proximate causes of the injury." *Hughes v. Children's Clinic, P.A.,* 269 S.C. 389, 398, 237 S.E.2d 753, 757 (1977). The question of proximate cause ordinarily is one of fact for the jury, and it may be resolved either by direct or circumstantial evidence. *Madison ex rel. Bryant v. Babcock Ctr., Inc.*, 371 S.C. 123, 147, 638 S.E.2d 650, 662 (2006)

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Here, Uber admits that it had a duty to remove McNeal's access to the app once it received information of drug use while using the app. Uber admits that it has no record of investigating the reports it received about McNeal. Uber cannot dispute that two years after it received reports of conduct that would **immediately** disqualify its driver from using the app, McNeal, with the aid of the Uber app, met Sebastian, provided drugs for Sebastian during the ride and further maintained contact with Sebastian after the ride, for the purpose of selling drugs, which ultimately lead to the catastrophic loss of Sebastian's life.

Whether McNeal sold the drugs while using the Uber app or not is not relevant. It was the Uber up that facilitated the connection between Sebastian and McNeal and had Uber followed its on procedures and complied with South Carolina law, McNeal would not have been able to use the app, thus that connection, facilitated by Uber could have not occurred.

Uber's attempt to use the self-serving testimony of its representative for the proposition that it has no obligation to protect the public, does nothing but create a question of fact as to whether Uber breached its duty of care and whether if failed to follow its own guidelines and comply with the applicable law.

CONCLUSION

Thus, Plaintiff respectfully requests that this court deny Defendants' Motion for Summary Judgment as there are genuine issues of material fact and summary judgment is not proper.

SIGNATURE ON FOLLOWING PAGE

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Respectively Submitted,

s/ *Oana D. Johnson*

Oana D. Johnson, Esq.
ROSEN HAGOOD LLC
State Bar No.:100373
40 Calhoun St., Ste 450
Charleston, SC 29401
E: ojohnson@rosenhagood.com
T: (843) 577-6726

Michelle N. Endemann, Esq.
CLARKSON, WALSH, & COULTER, P.A.,
State Bar No.: 79894
497 St. Andrews Boulevard
Charleston, SC 29407
T: 843.936-5043
E: mendemann@clarksonwalsh.com
Attorneys for Plaintiff

This 23rd day of August, 2025
Charleston, South Carolina

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IN THE COURT OF COMMON PLEAS
FOR THE STATE OF SOUTH CAROLINA
CHARLESTON COUNTY

VIDEOTAPED 30(b)(6)DEPOSITION OF
UBER TECHNOLOGIES
BEN CARROLL

CRISTA LINARES GRAINGER, as Personal Representative of the Estate of Sebastian Linares Grainger,

Plaintiff,

vs. Case No. 2020-CP-10-01553

UBER TECHNOLOGIES, INC., RASIER, LLC, and JESSE McNEAL,

Defendants.

DEPONENT: BEN CARROLL

DATE: March 25, 2025

TIME: 10:01 a.m.

LOCATION: VIA VIDEOCONFERENCE

REPORTED BY: JESSICA BOLANOS
CLARK BOLEN
PO Box 12189
Charleston, SC 29405
843-762-6294
WWW.CLARKBOLEN.COM

A P P E A R A N C E S

(All appearances via videoconference)

ON BEHALF OF PLAINTIFF:

ROSEN HAGOOD, LLC
BY: OANA D. JOHNSON
40 Calhoun Street
Suite 450
Charleston, SC 29401

ON BEHALF OF DEFENDANTS UBER TECHNOLOGIES and RASIER, LLC:

GALLIVAN, WHITE & BOYD, P.A.
BY: JOHN A. "JAY" JONES
40 Calhoun Street
Suite 315
Charleston, SC 29401

Also present: Genesis Carvajal, videographer
Kelly Denham, Uber representative
Will Turner, paralegal

EXHIBIT 1

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BEN CARROLL - EXHIBITS

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Exhibit 2	Current Uber community guidelines	32
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Exhibit 4	Mr. McNeal's 2015, 2016, and 2017 background check by Checkr (confidential)	64
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Provide 2017 Uber community guidelines	27
Provide records of document expiration that would disable Mr. McNeal's access to the Uber driver platform	90
Provide Mr. McNeal's average rating with Uber	100

THE VIDEOGRAPHER: Okay. We are on the record in the video deposition of Ben Carroll in the matter of Cristal Linares Grainger, et al., versus Uber Technologies, et al. Today's date is March 25, 2025. The time is 10:01 a.m. The court reporter is Jessica Bolanos. My name is Genesis Carvajal, videographer with Clark Bolen.

Will counsel please identify themselves for the record.

MS. JOHNSON: Good morning. My name is Oana Johnson, and I represent the plaintiff in this case.

MR. JONES: Good morning, my name's Jay Jones. I represent Uber Technologies, Inc., and Rasier, LLC.

MR. TURNER: Good morning, my name is Will Turner. I'm Oana Johnson's paralegal.

THE VIDEOGRAPHER: All right. Court Reporter, please swear in the witness.

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BEN CARROLL,
having been first duly sworn, was examined and testified as follows:

EXAMINATION

BY MS. JOHNSON:

Q. Good morning, Mr. Carroll.

A. Good morning.

Q. Have you been deposed before?

A. Yes.

Q. Okay. So you are familiar with the rules of deposition?

A. I am, yes.

Q. Okay. I am going to give you a couple of rules that I am required to give you. But, one, if you need a break, please let us know and we will stop.

If you don't understand a question, please ask me to rephrase it so that you can answer it. If you do answer a question, I'm going to assume that you understood the question.

Please use "yes" and "no" and not "uh-huh" and "uh-uh" and nodding your head because the court reporter won't be able to take that down. And please wait until I finish the question to answer it, and I will wait until you

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finish the answer before I ask my next question.

Are you on any medication today that would impair your ability to answer my questions?

A. No.

Q. Okay. Is there any reason why you won't be able to answer my questions truthfully today?

A. No.

Q. Okay. Have you had a chance to review the notice of deposition with the exhibit -- with the list of questions, the topics that we identified?

A. Yes, though I think a newer version was sent that I didn't have a chance to -- to review.

Q. Yeah. Nothing has changed on the list of topics.

A. Cool. Then, yeah.

Q. Just the date.

A. Great.

Q. Are you -- there any topics that you are not prepared to discuss or cannot answer today?

A. I don't believe so, no.

Q. Okay.

MR. JONES: Subject to our objections, Oana.

MS. JOHNSON: Sure.

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MR. JONES: Including the financial one, which we will not be answering.

MS. JOHNSON: Okay. We'll talk about that later.

Q. What is your profession?

A. I'm a senior manager of corporate business operations at Uber.

Q. Okay. Tell me a little bit about your education. Do you have a college degree?

A. Yes. I have a bachelor's of science.

Q. Okay. Do you have a graduate degree?

A. No.

Q. Okay. Are you employed by Uber?

A. Yes.

Q. Okay. How long have you been employed by Uber?

A. In total, nine -- just under nine years. But I took a break, about a six-month break.

Q. Okay. And where did you go during the break?

A. From October 2021 to May of 2022, I went to a company called Workrise. It's all one word, W-O-R-K-R-I-S-E.

Q. Doing what?

A. I was their head of new worker supply

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for a new business they were trying to stand up that failed miserably, so I went back to Uber.

Q. What is your position with Uber today?

A. Senior manager of corporate business operations.

Q. And what are your responsibilities in that position?

A. I sit on the U.S. and Canada operations team. So there's a central operations team and a city operations team. Central operations would work on things like, you know, reconfiguring the way that the app works for users across the entire United States and Canada; whereas, city operations would do things like help the app comply with the Charleston ordinance that no TNC pickups or drop-offs happen along certain streets in downtown Charleston during certain hours on weekends.

Q. Okay. Can you tell me how many times you've been deposed before?

A. Enough. Several dozen. I don't -- I really -- I couldn't narrow it down further than that.

Q. Okay. Have you testified in a trial?

A. Two.

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Q. Okay. And can you tell me what type of cases you testified in before? Meaning personal injury, breach of contract, employment. What kind?

A. Definitely personal injury. I'm not sure about employment, though I've given testimony in some workers' compensation hearings. I've also given testimony in small claims court. I don't know -- I don't know if that's different.

Q. Okay. I mean, depends on what the case is, but that's good enough. Thank you.

Does Uber have a safety department?

A. I'm not familiar with a safety department.

Q. Okay.

A. I think every team at Uber --

Q. What department handles Uber's safety protocols?

MR. JONES: Object to the form.

Q. You may answer.

A. I'm not familiar with safety protocols. As I was saying in my last answer, every team at Uber, you know, has a focus on -- on safety, among other things.

Q. Okay. Did you review any documents in

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preparation for today's deposition?

A. I did.

Q. Okay. Can you tell me what you reviewed?

A. Yes. Maybe not exhaustively, but I'll try. I reviewed some information about this driver and the trips that he -- the trips he took and the feedback that he received for those trips. I reviewed some documents that he uploaded in order to gain access to the driver version of the Uber app, including, like, driver's license and insurance information, as well as background checks. I reviewed the agreements that he entered into in order to gain access to the platform, some communications that were sent to him letting him know that he no longer had access to the platform, an insurance -- some insurance information, at least a tower that was located on what I would call a legal document, some sort of response that we sent to your office. Obviously the notice of deposition. Starting to trail off here, but I know that there's more.

Q. So I think what you're saying is you reviewed what Uber produced to us in discovery?

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A. Yes.

Q. That sounded like pretty much all that you listed so far.

A. Yes, yes, yes.

Q. Tell me, how important is public safety to your company?

MR. JONES: Object to the form.

A. Safety is a priority for Uber. Yeah, we're always -- you know, we're a tech company, so we're always innovating. And one of the ways that we're innovating is in name of -- is in the realm of safety, whether that's the ability to share your ride with friends and loved ones, phone call anonymization that allows folks to connect with each other without actually sharing their contact information, the ability to dial customer support from within the app and get in touch with customer support 24-7. Yeah, Uber's -- Uber's always interested in safety.

Q. Is there a -- what department in Uber handles these actions, improvements to the app?

A. It's really the whole company. Again, the -- the -- you know, safety is a priority for -- for Uber. So it's not just, you know, one team necessarily that's focusing on these types

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of developments. It would be a team initiative.

Q. Okay. Uber's website indicates that Uber is focused on the public safety, from setting new standards to developing technology that would -- with a goal of reducing incidents. What are those standards that Uber's website discusses?

MR. JONES: Object to the form.

A. Can you -- do you have what you're talking about somewhere that I could see?

Q. Yeah. Pretty sure. My computer's not cooperating. So if I could pull up the website itself because I can't -- it's not opening my Adobe for some reason.

A. Could I help you out? Do you have, like, a quote that I could Google and maybe get the site?

Q. Sorry?

A. Is there, like, a phrase that I could type into Google to maybe -- and maybe try to find the site that you're referencing?

Q. Yeah. Let's see. Focused on your safety from setting new standards to developing technology with a goal of reducing incidents.

A. Standards -- I didn't get off all of

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that, but I don't think I need it. Hold on. Focus on your safety from setting new standards, Uber. I see something similar. Yeah, Uber -- Uber.com/US/EN/safety. It's --

Q. Yeah.

A. -- it's not exactly that, but it's similar.

Q. Okay.

MR. JONES: Sorry. What was that? Uber.com/US --

THE WITNESS: Slash EN, like English, slash safety.

MR. JONES: Thank you.

MS. JOHNSON: Well, I think if you could open the safety exhibit, that -- if you can open it, then maybe it would be there so we can introduce it as an exhibit.

A. You mean the website?

Q. No. I was talking to my paralegal.

A. Oh, sorry.

Q. That's okay.

MS. JOHNSON: It would be under the community guidelines, I believe.

Q. Okay. So you found -- found it on the website?

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A. I found -- are you asking me?

Q. Yeah.

A. I -- so you gave me a quote, a phrase about safety to -- to search, and I found a similar one that says, From the creation of -- or it says, That's why we're committed to safety, M dash, from the creation of new standards to the development of technology with the aim of reducing incidents.

Q. Okay. So what standards are -- is Uber referring to in -- in those -- in the -- in their website?

MR. JONES: Object to the form.

A. I'm not exactly sure what they're referencing by -- in the words, standards. I know things like the ability to see who you're connecting with before you actually meet that person, knowing their license plate, the ability to call them anonymously and connect with them without actually exchanging your contact information, the ability to get in touch with customer service right then and there no matter what time it is, even if, you know, it's 2:00 in the morning. These are all things that might be considered new standards.

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MR. JONES: I'm sorry. Are these exhibits that you have uploaded that I can access as well?

MS. JOHNSON: No, because I don't know what I'm going to introduce, but I will email the exhibits when I use them, or Will will.

Q. Has -- does Uber have criterias to determine whether a driver is a safe driver or a not safe driver?

MR. JONES: Object to the form.

A. Well, if we received feedback that someone is -- is driving unsafely or, you know, conducting themselves in an unsafe manner on our platform, typically those things are handled on a -- on a case-by-case basis rather than, you know, using some sort of criteria. However, the -- the State of South Carolina does have criteria for the types of folks and the types of offenses that can be on someone's background prior to gaining access to the driver version of the Uber app, and Uber complies with those.

Q. Do you know what those are?

A. I'll try. There's a 10-year lookback period, lookback period meaning any offense from the date of the background check to 10 years

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prior. Those are -- the 10-year lookback is, I believe, mostly for violent offenses. There is -- there are further -- there's lookbacks for -- for other offenses as well, and I'm not recalling off the top of my head.

Q. Are there any offenses that would prevent a driver from using the user app permanently?

A. I don't know. Sorry, that's not accurate. Somebody on the -- who has themselves placed on the sex offender registry, to my knowledge that's permanent.

Q. Okay.

A. And that would disqualify somebody from gaining access to our platform.

Q. Okay. Are there standards in the industry for conducting background checks on drivers?

MR. JONES: Object to the form.

A. There's -- so the ride -- TNCs and companies that conduct background checks are not in the same industry. So what Uber does is Uber works with a -- an accredited provider of background checks. And there is a nationally -- you know, a national accreditation

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agency or organization that accredits these -- these providers, and Checkr, the one that Uber -- you know, folks seeking to gain access to the platform leverage is accredited -- accredited by that organization.

Q. And so Uber does not verify to see if those companies comply with the ride-for-a-fare industry standards?

MR. JONES: Object to the form.

A. Uber -- Uber is not in the business of background checks. We are not experts on conducting, you know, safety screenings and background checks. There are organizations like Checkr who are. So we -- we work with them and, you know, use their products in order to -- to provide these background searches as required by South Carolina state law.

Q. How does Uber select their background companies?

A. I don't know.

Q. Okay. Do you know if the background companies are generally rated in some way?

A. I don't know about ratings. I'm familiar with the accreditation, though I'm -- the name of that accrediting organization

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is slipping my mind. But I'm not familiar with any kind of ratings beyond the accreditation.

Q. What does Uber -- what is Uber's procedure when it has -- it gets evidence that one of their drivers may present a risk to the public?

MR. JONES: Object to the form.

A. Well, depending on what you're talking about, that person might lose access to the platform. Yeah, anytime we receive feedback, be it from a rider, a driver, a third party, law enforcement, counsel. In this case, I believe the media is how we originally learned about this. Yeah, that person might lose access to our platform.

Q. Are there any systemic protocols that are currently under evaluation in order to increase passenger safety?

A. I don't understand the question.

MR. JONES: Form.

A. Sorry.

Q. Is Uber working on developing protocol -- additional protocols, new protocols in order to increase passenger safety?

A. What do you mean by protocols? Like,

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new technology, new features in the app? Is that what we're talking about?

Q. Well, if it's features in -- features in the app or additional background checks or any -- any protocols or procedures --

MR. JONES: Object to the form.

Q. -- related to safety.

MR. JONES: Objection.

A. Well, is your question, like, since 2017?

Q. No. I'm asking today, what is Uber's -- is Uber working on improving any protocols, standards, procedures to improve the public safety?

MR. JONES: Same objection.

A. I mean, I know that we're always innovating with regards to safety. The features that I've mentioned so far were ones that were in place in 2017. There are others that have rolled out in the -- in the meantime. As for what might be in the pipeline, so to speak, what might be, you know, still in progress and yet to be released, I'm not -- I'm not sure.

Q. Okay. You would agree with me that Uber markets its services to young people that visit

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bars and night spots?

MR. JONES: Object to the form.

A. I'm not familiar with any type of bar marketing. I know that we do have a marketing team who looks to increase usage of the platform for all users. Yeah.

Q. What kind of training is Uber providing to the drivers on how to handle impaired and inebriated drivers -- I mean, riders?

MR. JONES: Object to the form.

A. So these folks are in business for themselves, and we don't train folks who have access to the platform. They sign up and submit documents showing that they're in compliance with South Carolina state law as for who can access platforms like ours. And then, you know, they -- that's -- it's -- this is their own business. So that's part of the -- the customer -- customer service.

They can always get in touch if they have questions or concerns about a particular ride or rider or even a scenario or a hypothetical that hasn't happened yet. But, yeah, this is -- you know, it's up to them to use their judgment.

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Q. And if they get in touch with Uber to ask how to handle an inebriated or impaired driver, is there someone that would be able to help the driver with that information at Uber?

A. Well, they wouldn't give them directive. They wouldn't, you know, say, This is what you do. But they might remind them things, for example, like you have the -- you have the ability to end the trip at any time if you feel uncomfortable.

Q. Okay. Would you agree with me that Uber facilitates a connection between drivers and users?

A. Drivers and -- well, drivers are users too. So I would say Uber facilitates connections between users.

Q. Let me rephrase that. A connection between drivers and riders?

MR. JONES: Object to the form.

A. Yes, Uber connects drivers and riders.

Q. Okay. Would you also agree with me that through the Uber app, drivers and riders create a business relationship?

MR. JONES: Object to the form.

A. You mean with each other? Is that the

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question?

Q. Yeah.

MR. JONES: Same objection.

A. I don't know about business relationship. It's an exchange of money for a service. I -- if that's a business relationship, then -- then yes.

MS. JOHNSON: All right. So, Will, can you pull up the technology service agreement?

MR. JONES: And can you just provide Bates numbers for that, Oana, so I can --

MS. JOHNSON: Yep.

MR. JONES: -- try to follow along here?

MS. JOHNSON: Mm-hmm. It's Uber Rasier 36. Can you go to that --

MR. JONES: Yes.

MS. JOHNSON: -- page.

MR. JONES: 2.3, bottom of 36?

MS. JOHNSON: Yep.

Q. So what business relationship is referenced in this agreement?

A. You mean in -- in the highlighted portion that we're looking at at the bottom?

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Q. Mm-hmm. Yes.

A. A business relationship for the provision of transportation services.

Q. Okay. And you would agree with me that through the Uber app, Uber facilitates the creation of this relationship?

MR. JONES: Object to the form.

A. Through the app? Sorry.

Q. I'm sorry. I didn't hear that.

A. I'm thinking. I'm sorry. Yes, Uber facilitates connections between riders and drivers who are compliant with South -- South Carolina law.

Q. Uber represents to the public that it keeps its passengers safe, correct?

MR. JONES: Object to the form.

A. Can you show me what you're referencing?

Q. In general, does Uber represent to the public that it keeps its passengers safe?

MR. JONES: Object to the form.

A. I'm not familiar with that.

Q. Okay. Let's see. Let's take a look at what Uber's website provided in April of 2017.

MS. JOHNSON: Will, can you pull up that document?

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THE REPORTER: Oana, did you want to mark that last document you had up?

MS. JOHNSON: Yeah, let's mark that as Exhibit 1.

(Exhibit 1 marked for identification.)

THE REPORTER: Thank you.

MR. JONES: Just that one page?

MS. JOHNSON: No, just mark the whole technology agreement.

2017 safety website, Will.

MR. JONES: And I'm sorry, Oana. What are you getting ready to mark here?

MS. JOHNSON: It's -- it's what Uber's website looked like in 2017.

MR. JONES: Is this something you've produced?

MS. JOHNSON: I pulled that up from the internet.

MR. JONES: Okay. Is it something you produced?

MS. JOHNSON: I have not produced it.

MR. JONES: All right. Can you send it to me real quick before you show it to

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the witness?
MS. JOHNSON: Sure.
MR. JONES: And I if -- if there's anything else you're going to use today that you haven't produced before, why don't you, you know, go ahead and send that to me as well because we might try to expedite this by -- I want to talk to him about it. We can probably do it -- well, I guess we could do it as it -- as it arises, but it's hard to say without knowing what you're going to show or not show.
MS. JOHNSON: Okay. I mean, everything I haven't produced is what I pulled from web -- from Uber's website today in addition to this particular 2017 snapshot.
MR. JONES: Yeah, I -- and I don't doubt that. I'm not questioning you. I'm just -- I haven't seen it, and particularly if you're pulling something purported to be from 2017, I think we have a right to --
MS. JOHNSON: Sure. Absolutely.
MR. JONES: -- look at that.
MS. JOHNSON: I think Will is sending you the -- the exhibits. Let's -- while Will does that, I'm going to continue.

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Q. Are you familiar -- let me rephrase that.
Uber has community guidelines, correct?
A. Yes.
Q. Okay. And what is the purpose of these community guidelines?
A. They're just a common sense set of expectations that reflect those expectations that users have for the other users they're connecting with on the platform.
Q. Okay. And violations of these guidelines, is there -- are there repercussions for violating the community guidelines?
MR. JONES: Object to the form.
A. I wouldn't say repercussions, but folks that are, you know, requesting rides and providing their services through the platform have an expectation that the folks that they're interacting with are, for example, following the law, you know, being respectful, things of that nature. So if -- if Uber receives feedback that someone is -- is, you know, using our platform and not following the law, not being respectful, you know, not keeping them -- their hands to themselves or some of the other community

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guidelines, that person might lose access to the platform.
Q. Are the community guidelines mentioned in the technology agreement between Uber and the drivers?
A. I'm not sure.
Q. Are you familiar with the community guidelines that were in effect in 2017?
A. Not -- no, not intimately.
Q. Okay. Is there a way to get access to those community guidelines that were in effect in 2017?
A. I'm not sure.
Q. How would we determine what the difference is between the community guidelines that were in effect in 2017 and the ones effective today?
A. I mean, you would need to see the community guidelines in effect in 2017.
Q. If there is a -- a way to pull the community guidelines from 2017, would you please provide that -- those to your attorney so he can share with us?
(Documentation requested.)
A. Yes. That's something we can search

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for.
Q. Okay.
MS. JOHNSON: Jay, have you gotten all of the --
MR. JONES: I got the -- the 2017. If -- if you don't mind, give me -- can we go off the record for just a moment?
MS. JOHNSON: Sure.
THE REPORTER: Do you want the videographer to take us off the record?
THE VIDEOGRAPHER: Sure. I'm sorry. The time is 10:39 a.m., and we are off the record.
(Recess taken.)
THE VIDEOGRAPHER: The time is 10:52 a.m., and we are back on the record.
MS. JOHNSON: So, Will, can you pull up the 2017 website exhibit?
MR. JONES: And, Oana, while he's pulling that up, I want to say it looks like a couple of pages might have been cut off on this one.
MS. JOHNSON: I tried to print the whole thing, and that's what --
MR. JONES: Yeah.

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MS. JOHNSON: -- printed. I don't think -- I think it just goes to that particular snapshot, and it can't go backwards beyond that.

MR. JONES: No, no, I get that. I was saying, if you look at the top of page 2 of 8, it looks like the bottom of page 4 of 8, top of page 5 of 8 and the bottom of 5 of 8, it's just -- and I guess that's the function of the -- you know, the Wayback Machine, but it's -- obviously you can see there's some stuff that looks like it was cut off or didn't get -- didn't get to this exhibit.

MS. JOHNSON: Okay. It's possible. Can you scroll down to the safety portion of this? Okay. Hold on. Up. Yes. Up a little more. Okay.

Q. So I'm assuming that we're missing here. I can see that. But in 2007 (sic), Uber stated that, Safety is important to Uber before, during -- do you know -- do you have any idea what might have been after that? In 2017, not 2007, sorry.

A. Yeah, could -- could Will click the link that's right there, the web archive?

Q. Yeah, sure.

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A. You might have to share because now we're just seeing the document. So you're going to have to reshare to the browser window, I think. There we go. If you scroll down, it should be -- oh, did this not work?

Q. That doesn't look like -- oh, there it is. No, that's --

A. No. That's the wrong document. That's the community guidelines.

Q. Oh.

A. For what it's worth, the URL is really easy. It's just Uber.com/ride.

Q. All right. 2017.

A. What capture were we looking at? Let me see the ex -- we were looking at April 3, 2017. That's the -- that's the version that you --

Q. Produced.

A. Uh-huh.

Q. Yeah. Well, there's only one snapshot, so that makes it easy. Oh, come on. Don't do this to us, Wayback Machine.

A. Do you want me to just read what it says?

Q. Yes. Please read what it says.

MR. JONES: You have it open there, Ben?

THE WITNESS: I do.

A. That paragraph in its entirety reads, From start to finish, a ride you can trust. Your safety is important to us before, during, and after every trip. That's why we continue to develop technology that helps make millions of rides safer every day.

Q. Okay. How does Uber assure the safety of the riders after the trip?

MR. JONES: Object to the form.

A. I don't think that statement says safety is assured after the trip. It says your safety is important to us before, during, and after a trip. I think this is in reference to the fact that you can contact Uber support with any questions you have, whether you have never taken a ride before or have a ride upcoming, you're currently on a ride, or the ride has already been completed.

Q. Okay. And Uber continues to develop technology that helps make the riders safer every day?

MR. JONES: Objection. Object to the form.

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A. Sorry. I didn't understand the question.

Q. If you look at that 2017 portion of the website for Uber, it says it develop -- Uber develops technology to make riders safer every day, correct?

A. Correct.

MR. JONES: Object to the form.

MS. JOHNSON: Okay. Will, can you pull up the guidelines, the community guidelines today, current community guidelines?

MR. JONES: Are you marking these, Oana?

MS. JOHNSON: Well, the 2017, I'm not going to mark.

MR. JONES: Oh, you're not? Okay. Sorry.

MS. JOHNSON: But this one, yes.

MR. JONES: All right.

(Exhibit 2 marked for identification.)

MS. JOHNSON: Will, can you get to the safety portion of the guidelines where it says, Check your ride against --

MR. LEE: Are you looking for the,

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Check your ride PDF, Oana?
MS. JOHNSON: Well, there's -- there's a separate one, but there is some reference to check your ride in the safety -- in the community guidelines as well.
A. For what it's worth, these are not the current full community guidelines.
Q. Okay. What -- what guidelines are these, if you can tell me?
A. They appear to be -- they appear to be similar. Maybe they were -- what's the date that this was captured? Did -- do you have that at the top of a screen? Maybe it says like a date? Yeah, 3-25. No, I -- I don't know because our community guidelines were last updated on 3-14-2025 --
Q. Mm-hmm.
A. -- and they don't match this. They're close, but they don't -- they don't match it.
Q. Okay. So do you know if there's a section on the community guidelines that talks about checking the ride against information provided in the app?
A. I don't know. I know that there's a section called, Help keep one another safe, as we

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also see on the document that you have up right now.
Q. Yeah. Do you know if Uber, in the community guidelines, encourages users not to get into a car with a driver who does not have the correct identifying information as listed in the app?
A. I know that there's a -- there's a section about no one other than the driver, the requesting rider, and the rider's guest should be in the vehicle.
MS. JOHNSON: Okay. So, Will, let's pull up the Check Your Ride document.
MR. JONES: Oana, before you move on, real quick, I just -- it might be -- I think the issue here, as I'm seeing it, is the way it's printed --
MS. JOHNSON: Uh-huh.
MR. JONES: -- doesn't -- because, you know, obviously you'll not be able to print it exactly like it's shown on the screen.
MS. JOHNSON: Right.
MR. JONES: It might -- when Ben just said it doesn't match up exactly, I think substantively it looks like it does, but the

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formatting maybe is off. Is that -- and I don't want to put words in Ben's mouth or anything or --
THE WITNESS: No, sorry. Just to be clear, that first sentence that Ms. Johnson read as part of a question did not exactly match the first sentence of our community guidelines. It was, you know, very similar, but words were not in the right order.
Q. Okay. So what does Uber encourage users to do today to make sure that they have -- they're getting in the correct car?
A. I'm not sure about encouraging, but we have technology available to folks that makes this -- this type of stuff easier. For example, we've always had the ability for the folks who have connected to one another to see a photograph of that person, their rating, if it's a driver, their vehicle, make, model, and color, their license plate number.
The -- the rider has always been able to see the location of the driver's device on a map, and we have given the driver the ability to see the rider's location -- device's location on a map, if the rider elects to provide that. We

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also have piloted a -- a device called Beacon that allows a rider to select a color within their app and have a device within the driver's vehicle illuminate to that color so that the rider can better recognize the vehicle. You know, maybe they don't know what a Toyota Camry looks like, but they know what sea foam green looks like, and they can find the sea foam green light on the dashboard of the driver's vehicle. I mean sure there are others, but that's -- that's what I've got right now.
Q. Okay. Well, take a look at this, Check your ride every time, which is from a version of Uber's website.
A. Sure.
Q. I can't tell you if it's current or not. But it talks about matching the license plate number, matching the car make and model, and check the driver's photo?
A. Correct. Those are things I mentioned.
Q. Okay. Can you tell me why Uber is encouraging users to take all of these steps?
MR. JONES: Object to the form.
A. Well, you're connecting with someone for transportation services. And, you know, unlike a

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street hail where, you know, you have a liveried vehicle that's, you know, regulated in such a way that you can put your hand up and have someone pull up and get in that vehicle, these are prearranged rides where we connect a -- our technology connects a specific rider to a specific driver.

So in those cases, the rider and driver want to be sure that they're matching with -- with the right person, so the rider would check, again, as this says, the license plate, the car make and model, and the driver's photograph. And the driver would have information like the rider's name, a photograph, if they've provided one as well.

Q. Okay. Is this for the safety of the rider? Is the purpose of this, "Check your ride, every time" statement for the safety of the riders?

MR. JONES: Object to the form.

A. I think, among other things, it's for the safety of everybody. You know, if -- if there are two Toyota Camries waiting at the curb, one person is, you know, accepting a ride that they've connected with through the Uber platform

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and the other is waiting for their daughter to get out of dance class, the person waiting for their daughter to get out of dance class who has nothing to do with the platform probably does not want someone coming and opening their door, their car door.

So that would be, you know, in the name of every -- or in everyone's best interest. There's also operational efficiencies to it. You know, the faster that two people can connect, the faster they can begin their trip and the faster that, you know, that person can get home or where they're going, and the faster that driver can then -- can then, you know, move on and make themselves available for their next trip.

Q. But part of the reason for publishing these guidelines for matching, checking your ride are the safety of the riders and the safety of the drivers, correct?

A. Yes, I would say that.

Q. Okay. So basically do you interpret these statements to mean that Uber is representing to the public that by taking those steps, they're -- they increase their chance of safely riding Uber?

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MR. JONES: Object to the form.

A. No, I -- I wouldn't say that. I would say that these are tips for using the platform.

Q. Okay. For what purposes?

A. Again, both in the name of -- of safety but also operational efficiency, customer experience. I would say that this is a fairly baseline tip on how our platform works, giving you that information about who you're connecting with. So not only is this, you know, something that -- that benefits safety, but it's also just a very basic description of how to use the app.

Q. Is it because -- is it because Uber checks the background of the drivers that use the app?

MR. JONES: Object to the form.

A. No. It's because we've connected two folks. We've -- you know, two folks have connected through our platform for transportation, and if those folks at that point were to connect with anyone other than the person they've matched with, it would be a negative experience for everyone involved.

Q. Uber does check the background of each driver, doesn't it?

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MR. JONES: Object to the form.

A. So again, not Uber because Uber is not accredited to perform these types of searches. But drivers seeking to gain access to the platform do work with Checkr to have a background check conducted in compliance with South Carolina regulation.

Q. South Carolina regulations do not require Checkr to check the background of every driver, correct?

A. They don't mention Checkr by name, no, but they do mention what can and cannot be on someone's background check in order to have access to a platform like Uber's.

Q. And so whose obligation is to check the background of the drivers using the app? Is it Uber's obligation?

MR. JONES: Object to the form.

A. The -- the law is worded in a way that makes it Uber's obligation to obtain a record of this person's motor vehicle and criminal history.

Q. So the -- the law is written in such a way that Uber is required to obtain a background check for the drivers. Is Uber representing to the public that it obtains background checks for

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each driver?
MR. JONES: Object to the form.
A. I'm not aware of any specific representations.
MS. JOHNSON: Okay. Let's see. Can you -- Will, can you pull up the How Driver Screening Works?
Q. Okay. Do you recognize this website, Mr. Carroll?
A. I don't. I mean, I recognize the -- the font and those types of -- but not the specific contents, no.
Q. Do you know if today -- if there is a -- a similar page on Uber's website today?
A. I don't know.
MS. JOHNSON: Okay. Will, can you click on the link on the -- at the bottom of this document? And share that when --
Q. Is -- is this Uber's website, Mr. Carroll?
A. It is.
Q. Okay. Do you see the page that's on the screen?
A. I do. It appears to be similar to the one shown on the PDF file, although formatted

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differently.
Q. Okay. So I'm going to make the PDF file an exhibit.
(Exhibit 3 marked for identification.)
Q. But let's read what the website says today under Driver Screening.
A. Everyone -- would you like me to read it out loud?
Q. Yeah, sure.
A. Everyone who drives with Uber is screened before their first trip. In addition, Uber reruns these driver screenings at least every year and uses technology to look for issues in between. It's part of our commitment to help keep you safe when you request a ride with Uber.
MS. JOHNSON: Let's go to the footnotes, Will, if you can get there.
Q. So footnote number one talks about what kind of background screening Uber performs or is performed for the driver to have access to the app, correct?
MR. JONES: Object to the form.
A. To me, this footnote one is talking about a lifelong lookback period in certain

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jurisdictions.
Q. Okay. So Uber represents to the public that it performs a background check on drivers, correct?
MR. JONES: Object to the form.
A. Not that -- I don't believe that we perform the background check but that the background -- the background checks are run, yes.
Q. While we're on this page, can you look at the top left? It says, Drivers are background checked before their first trip.
A. Yes.
Q. Okay. There is nothing on the website that talks about Checkr?
A. On this page I don't see anything about Checkr, no.
Q. Is there anything that you are aware of on the Uber website that talks about Checkr?
A. I don't -- I'm not sure. I know that our help section would have information about Checkr. But I'm not exactly sure, you know, what the URL would be for that.
Q. Let's go to the next thing on the screen, Ongoing checks are built into the Uber platform. Can you read that paragraph?

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A. We use technology that obtains criminal offenses from a number of data sources. If an offense involving an active driver is identified, we'll review these notifications to determine whether they're still eligible to drive with Uber.
Q. Okay. So what technology is user -- is Uber using to obtain criminal offenses for the drivers?
A. I don't know.
Q. In this -- in this section, Uber purports to use technology itself that obtains criminal offenses, correct?
A. Well, the technology obtains the offenses.
Q. Okay. And who uses the technology?
A. Uber.
Q. Let's go to the next paragraph. Drivers must pass an annual check to continue accessing the app.
Can you read that one?
A. Uber reruns driving and criminal history checks at least every year to ensure that drivers are -- drivers continue to meet our standards.
Q. So is it fair to say that Uber

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represents to the public that it performs background checks on its drivers?

MR. JONES: Object to the form.

A. No.

Q. Okay. Can you explain the relationship between Uber and Rasier?

A. Rasier -- I don't know how to pronounce it. Your guess is as good as mine, but I'll say Rasier. Rasier is a wholly owned subsidiary of Uber.

Q. So Checkr performs the background check on the drivers; is that correct?

A. Usually, yes, if they're seeking to gain access or retain access to the platform, it's typically Checkr that does that.

Q. Do you know if this is an automated process?

A. It is not automated. It requires the driver to input information about themselves.

Q. Okay. And once the information is input, is in the system, is it an automatic process?

A. No.

MR. JONES: Object to the form.

Q. Okay. So Checkr employs specialists

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that perform screening background checks for the drivers?

MR. JONES: Object to the form.

A. So I don't know exactly how Checkr operates, but what I do know is that some records in this country are still located in physical, you know, files and folders in, you know, County or State records offices. So it's impossible to automate that portion of the background check. You would actually need someone to go and pull that file and send it or give some sort of summary report on that file to Checkr for review.

Q. Okay. And do you know if Checkr performs those functions, sends someone to pull the records?

A. I don't know exactly how they do it, whether there's a physical face-to-face interaction between someone from Checkr and someone from that office or if they, you know, call or make a request. I don't know how that works, but I do know in some states someone has to open up, in some cases, a physical file cabinet and pull out a file and do something with it.

Q. Does Uber require a complete background

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check that would include these hard copies of reports and records?

MR. JONES: Object to the form.

A. So what we -- what the driver and Uber receives from Checkr isn't the hard copies. It's a back -- it's a background check report. So it would include any violations or offenses that came up from that paperwork. Does that make sense?

Q. Yeah, but we've established that it is Uber's responsibility to provide -- to perform a background check --

MR. JONES: Objection.

Q. -- and I'm trying to find out what Uber is employing Checkr to do. What are the functions of Checkr?

MR. JONES: Oana, I'm going to object to the form to the extent you keep saying it's Uber's responsibility to perform the background check. I think he's repeatedly testified that they have a background check performed by Checkr. Now, that's my objection. If you want to rephrase that to reflect that --

MS. JOHNSON: Sure. Sure.

Q. It is Uber's responsibility to obtain a

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background check. So I'm trying to find out what is it Uber is obtaining from Checkr. What is it that Uber is requiring Checkr to do in order to obtain those background checks?

MR. JONES: Object to the form.

A. I don't think Uber requires Checkr to do anything other than comply with, you know, accreditation and best practices as relates to background checks. What we receive from Checkr is a report, you know, summarizing their findings. That allows Uber to make a decision on whether or not this person complies with South Carolina regulations on who can gain access to our platform.

Q. Do you know if there is a contract between Uber and Checkr?

A. I do not.

Q. Does anyone at Uber verify the validity of the information provided by the drivers?

MR. JONES: Object to the form.

A. When you say information, you mean like the documents that they provide in order to gain access to the platform?

Q. The information that the drivers have to input in order for the background check to be

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conducted.
A. Well, that information has to match their driver's license that they submit to us in order to gain access to the platform.
Q. Okay. So is there someone that verifies the validity of the information or matches the driver's license with the information provided?
A. I don't know if that's a person or a software, but that would be done by Uber, yes.
Q. Is there any monitoring of driver conduct by Uber?
MR. JONES: Object to the form.
A. No monitoring in the sense that we're listening in or watching or anything like that. But if -- excuse me. But if -- if anyone interacting on our platform has an issue about someone else that they've interacted with, they're welcome to get in touch with customer support, and customer support will address those concerns on a case-by-case basis.
Q. Does the app have the ability to record trips?
A. When you say record, what do you mean?
MR. JONES: Form.
Q. Well, audio record the interaction

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between a driver and a rider or video record the interaction?
A. In 2017?
Q. Yeah.
A. No, not to my knowledge.
Q. And what about today?
MR. JONES: Object to form.
A. In -- in places -- in certain places where that's, you know, legally permissible for folks to audio record, there's a feature in the app that allows any user, driver or rider, to record audio during a trip.
Q. Okay. What are the functions of Rasier?
MR. JONES: Object to the form.
A. Rasier sublicenses the driver version of the Uber app from Uber and in turn provides sublicenses of that same app to folks who are looking to gain access to the driver version of the Uber app in South Carolina.
Q. Is there a -- an agreement between Uber and Rasier?
A. I don't know if there's an agreement. I know that Rasier's wholly owned by Uber. I'm not aware of any type of agreement.
Q. Okay. Do you know if -- I mean, does

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the operation of a motor vehicle in transporting customers -- or let me rephrase.
Can the operation of a motor vehicle in performance of transporting customers present a harm to the general public?
MR. JONES: Object to the form.
A. I don't know.
Q. Does Uber consider everyone that passes the screening process to be competent to perform transportation services?
MR. JONES: Object to the form.
A. No.
Q. What other criterias does Uber employ in order to determine whether a driver is competent?
A. I don't know about competence, but access to our platform, that would be -- you know, they have to be compliant with all South Carolina laws around who can access our platform. And they should be providing a consistent experience to the users that they interact with on our platform. And that goes for all users, not just drivers, but riders, restaurants as well. If we receive feedback that this is someone who is, you know, engaging with our platform in a way that's against our

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expectation of the other folks using the platform, then that person can lose access to the platform.
Q. If a background check reveals that a driver committed a violation or a crime in violation of Uber's guidelines, policies, does that driver automatically disqualify -- is that driver automatically disqualified from being able to use the app?
MR. JONES: Object to the form.
Excuse me.
A. Someone -- someone who has an item come up on their background check that puts them in violation of South Carolina law as to who can access Uber's platform would not have access to our platform.
Q. So Uber would terminate the access to that platform immediately?
MR. JONES: Object to the form.
A. Yeah. Their account would lose access to the platform if they were no longer compliant, be that through a background check or other -- other means.
Q. How often does Uber obtain an updated background check for each driver?

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A. Annually.
MS. JOHNSON: Okay. Let's -- Will, can you pull up the last exhibit?
MR. JONES: Oana, you did mark the How Driver Screenings Work PDF? That was 3; is that right?
MS. JOHNSON: Yeah.
MR. JONES: Okay. And this is going to be 4?
MS. JOHNSON: Yes.
MR. JONES: I'm sorry. Which one is it?
MS. JOHNSON: Well, I mean --
MR. JONES: I mean, is it one of the ones that was emailed from Will?
MS. JOHNSON: Yeah, it's How -- How Drivers --
MR. JONES: Screening --
MS. JOHNSON: -- Screening Works.
MR. JONES: Okay. Thank you. Wait, that was -- that was 3, I thought.
MS. JOHNSON: I'm lost. Maybe Madam Court Reporter can help us.
THE REPORTER: Do we want to go off the record to sort the exhibits real quick?

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MR. JONES: Yes, please. Thank you.
THE VIDEOGRAPHER: The time is 11:33 a.m., and we're off the record.
(Recess taken.)
THE VIDEOGRAPHER: The time is 11:49 a.m., and we're back on the record.
Q. Okay. I think you told us that Uber obtains criminal background checks every year, correct?
A. Yes. I mean, it's dependent. If someone's not engaging with our platform, they wouldn't be on there to have the background check kicked off, you know, exactly 365 days from that time. But in order to access our platform, there would have to be a background check, yes.
Q. Are there any live background checks performed like every -- on a daily basis? Is there any technology that performs that for your drivers on a daily basis?
MR. JONES: Object to the form.
A. So they're not our drivers, right. These are just folks signing up to gain access to our platform. But I don't know.
MS. JOHNSON: All right. Will, can

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you pull Up How Driver Screenings Work, Exhibit 3, I believe. No, How Drivers -- Driver Screenings Work. Okay. Let's go down towards the bottom of this document where we have those four -- no, further down. They're, like, columns, four columns of -- well --
THE WITNESS: Is it because it's been reformatted?
MS. JOHNSON: Maybe we were on the website that we were looking at.
MR. JONES: That's how it shows on the website, Oana. I know what you're saying. I think it is just the way it printed, reformatted it.
MS. JOHNSON: Okay. All right. Well, let's -- can you pull up the website we were on, Will? There.
Q. Okay. Let's look at the on -- can you help me with the ongoing checks built into the Uber platform? What is -- what is this referring to?
A. Yeah, so I related this to your last question. I -- I don't know the exact scope of this technology. I do know, for example, places like California have regulations where these

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types of things are required. So they make systems available. The New York City Taxi and Limousine Commission has a similar process for checking TLC licenses. But the full extent of these technologies, I'm not sure.
Q. Okay. Is there on the Uber website a place where riders can look and see what criminal offenses will prevent a driver from gaining access to the Uber app?
A. That would be within South Carolina law. I don't know if that would also be reflected on Uber's website. It might -- it might be. But the primary source for that would be South Carolina state law.
Q. So is there something on the Uber website that tells the public, If you want to know what disqualifies a driver, go check the law in South Carolina?
A. I don't know.
Q. So if a driver has been approved to use the Uber app and six months commits a crime that would prevent them from gaining access to the app, how quickly would Uber find out?
MR. JONES: Object to the form.
A. It depends.

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Q. Okay. Do you know what the procedure was in 2017?
A. I don't know the full procedure, no.
Q. Okay. And do you know if in 2017 Uber was obtaining ongoing checks?
A. I do not.
Q. Do you know if any ongoing checks were built into the Uber platform in 2017?
MR. JONES: Object to the form.
A. I -- I don't -- I don't.
Q. In 2017, drivers were screened prior to gaining access to the Uber app, correct?
A. When you say screened, you mean -- are you referring to this criminal and motor vehicle history check?
Q. Whatever screening Uber reflected on its website in 2017 because in 2017 the website reflected that the drivers were screened before driving.
MR. JONES: Object to the form.
A. I believe that that would refer to the criminal and motor vehicle search.
Q. So you -- you can't tell me that prior to 2017 the drivers -- Uber obtained background checks for the drivers prior to giving them

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access to the app?
A. No, I can.
Q. Okay. So Uber was obtaining background checks, correct?
A. Correct.
Q. Was Uber using Checkr in 2017?
A. I don't know about -- I know that Uber -- I know that Checkr was working with drivers to conduct these screenings in 2017. I don't know if there were other providers as well.
Q. Has Uber identified or provided instances where the background check provided by Checkr overlooked or missed a violation, crimes that would prevent a driver from gaining access to the app?
A. I'm sorry. Maybe could the court reporter read that back or --
Q. Yes. So has Uber ever found or been informed or identified any instances where the Checkr background missed violations on a background check that would have prevented a driver from using the app?
A. I understand the question. I'm not aware of -- of those instances.
Q. Is there any onboarding material that

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Uber provides to drivers?
A. No.
Q. Is there anything that the drivers are required to read, complete, sign before getting access to the app?
A. Well, there must be some sort of agreement between the driver and Rasier. So in this case, that was the technology services agreement that this driver agreed to prior to gaining access.
Q. And is there some information that the drivers need to provide before gaining access to the app?
A. Yes. The first step would be to create a username and password. At that step, they would give phone number and email address as well potentially. From there, they would download the app if they haven't done it already. And once they've downloaded the app and they've logged in with that username and password, they would be asked to upload a series of documents showing that they're in compliance with South Carolina law; so license, insurance, registration, vehicle inspection, and that background check that we've discussed.

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Q. Do they have to input their address, their Social Security number, any of that information? Date of birth?
MR. JONES: Object to the form.
A. Those would be things that are input for the background check. I'm not certain if Uber would collect those as well. Well, I apologize. We collect the driver's license. So that doesn't have social on it, but it would have at least an address and the person's date of birth.
Q. Does Uber collect the Social Security number in order to pay the drivers?
MR. JONES: Object to the form.
A. So Uber doesn't pay the drivers. It's the riders that pay the drivers, but I'm not sure if Uber collects a Social Security number in the issuance of a 1099 for the folks that are eligible for those.
Q. Okay. We talked about the technology agreement in this case or some sort of contract or agreement between a driver and Uber or Rasier -- Rasier. Do you know if these -- any of these materials make reference to driver and passenger or rider safety requirements?
MR. JONES: Object to the form.

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A. I don't know about safety requirements. They -- they might make mention of -- of obeying laws and things of that nature.
Q. Are the drivers required to use the route in the app or provided by the app?
A. No.
Q. How about in 2017?
A. No. That's never been the case.
Q. But the app does provide a -- a route for the drivers, correct?
A. That's -- that's correct, yes. There's -- there would be a recommended route shown within the app.
Q. Does Uber receive or Rasier receive a notification should the driver not use the route suggested by the app?
A. No.
MR. JONES: Form.
Q. What are the community guidelines intended to convey to drivers?
A. So they're not intended to convey anything solely to drivers. They are intended to outline the expectations, the fairly commonsense expectations of all users of the platform as it relates to the interactions that they have with

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other users on the platform.
Q. Do you know -- do you know if the community guidelines are mentioned in the technology agreement or any other agreement the drivers have with Uber?
MR. JONES: Object to the form.
A. I'm not sure. And do you mind if we take that quick break?
Q. Sure.
A. Thank you so much. I will be back on as soon as I can. It should be 10, 12 minutes.
THE VIDEOGRAPHER: The time is 12:03 p.m., and we are off the record.
(Recess taken.)
THE VIDEOGRAPHER: The time is 12:17 p.m., and we are back on the record.
Q. Okay. So you are familiar with the incident that gave rise to this lawsuit today?
MR. JONES: Object to the form.
A. I don't have any firsthand knowledge of the incident.
Q. But you reviewed the communication with Mr. McNeal and the background checks and everything that was produced to us in preparation for this deposition, correct?

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A. That's correct.
Q. Okay. Does -- do drivers have to complete an application in order to gain access to the app?
A. No.
Q. How did Uber obtain the information necessary to obtain the background check on Mr. McNeal?
MR. JONES: Object to the form.
A. You're asking about those things like Social Security, date of birth, et cetera?
Q. Yeah.
A. Those wouldn't be -- those would be inputted by Mr. McNeal directly to Checkr's systems. They may also be input by -- by Mr. McNeal through one method or another, like I mentioned the driver's license to Uber systems, but I'm -- I'm not sure about something like social security number.
Q. When did Mr. McNeal start using the Uber app?
A. I don't -- I don't know the exact date.
Q. Do you know if Uber obtained a criminal background for Mr. McNeal?
A. Yes.

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MS. JOHNSON: Will, can you pull up the background check?
MR. JONES: And do you have a Bates on that, Oana? Just so I can --
MR. TURNER: I think it starts on Bates 4.
MR. JONES: 4? Thank you.
MS. JOHNSON: Yeah. 4 to 18, I think.
MR. JONES: Thank you.
(Exhibit 4 marked for identification.)
Q. Okay. Does this look like the report Uber obtains from Checkr for drivers in South Carolina?
MR. JONES: Object to the form.
A. Yes. This look -- this appears to be the first page of the Checkr background check obtained by Mr. McNeal and shared with Uber.
Q. Do you need us to scroll down so you can --
A. I mean.
Q. -- identify this document as --
A. That would be helpful, yes, at least to the next page. Sorry. I lied. One more page.

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I just want to see the date. Right there. Up a little bit.
Q. Yeah.
A. Yeah, so this is Mr. McNeal's 2015 background check. There's also one that I reviewed that was conducted in 2016.
Q. Okay. So it looks like Mr. McNeal probably inputted the information into Checkr in April of 2015?
A. I'm not sure if that's --
MR. JONES: Object to the form.
A. I'm not sure if that's what the "created at" date is.
Q. Okay. Okay. So let's go see what -- what violations, if any, are on this background check report.
A. Sure.
MS. JOHNSON: Can you scroll down, Will? Hold on.
Q. Can you tell me what "National criminal search consider" means?
A. It means there was an item found during the national criminal search that's -- that was returned. And then from -- from the item below that, we can see that it's specified, actually,

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in the county search.
Q. So does that mean that a criminal -- county criminal search was performed by Checkr?
A. That's correct. They search any county where that person has records that might return.
MS. JOHNSON: Okay. Will, can you scroll down a little bit?
Q. Okay. So it says that on June 9, 2008, there was a probation violation, correct?
A. That's what it says, yes.
Q. Okay. You would agree with me that in order to have a probation violation, one would have to have a conviction?
MR. JONES: Object to the form.
A. I'm not sure. I'm not super familiar with that piece of the criminal justice system.
Q. If one was convicted of a crime for which he was on probation, would Checkr go and find the conviction?
MR. JONES: Object to the form.
A. I don't know.
Q. Does Uber require Checkr to research all criminal charges --
MR. JONES: Object to the --

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Q. -- and convictions for a driver applying for the app access?
MR. JONES: Object to the form.
A. So they're not applying to the app, right. They're just signing up to gain access. I -- I don't know what Checkr does in terms of how they search for criminal records.
Q. Let's scroll down to more the habitual offender part. Okay. It says here that on August of 2008, Mr. McNeal was a habitual offender?
MR. JONES: Objection to form.
A. It says there was some minor violation with a description that says habitual offender.
Q. Okay. And what is a habitual offender?
MR. JONES: Objection.
A. I don't know.
Q. Do you know if Checkr went back to verify what offenses made Mr. McNeal a habitual offender?
MR. JONES: Object to the form.
A. I don't know.
Q. Would you agree with me that it is important to obtain a thorough and complete background check for each driver?

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MR. JONES: Same objection.
A. I would say it's important to obtain a background check compliant with the laws and regulations of the -- of the jurisdiction that outlines these -- these particular laws.
Q. Sure.
MS. JOHNSON: Will, let's go down to the possession of pistol.
Q. So this is the report that --
MS. JOHNSON: Go back up. I think this is the 2016 report, and I want to make sure -- okay.
Q. So am I correct that this is the 2016 background check report?
A. It is, yes. It was completed on April 6, 2016.
Q. Okay. So now let's go down to the pistol -- okay. It appears that Mr. McNeal was convicted of unlawful possession of a pistol. Is that what this report says?
A. I see a disposition of guilty.
MR. JONES: Objection.
THE WITNESS: Sorry.
Q. You see a disposition of guilty. Does that mean that Mr. McNeal was convicted of a

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felony?
MR. JONES: Objection.
A. I don't know if that's the same thing as a conviction. Again, I'm not that familiar with this piece of the criminal justice system.
Q. When obtaining the background -- well, never mind. Let's see. This violation did not appear on the 2015 report, did it?
A. I did not see it there, no.
Q. Okay. And the unlawful possession of a pistol --
MS. JOHNSON: Will, can you get to the date of that?
Q. The disposition date was December 4, 2006, correct?
A. That's correct.
Q. Do you know if possession of -- unlawful possession of a pistol is a violent offense?
A. I do not.
MR. JONES: Object to the form.
Q. Do you know if unlawful possession of a pistol would disqualify a driver from obtaining access to the app?
A. I do not.
Q. And who would know that?

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A. A lawyer that would be -- you know, that could interpret the rideshare applications, and how they interplay with the criminal code.
Q. And who at Uber makes that determination?
MR. JONES: Object to the form.
A. I'm not sure anyone at Uber makes that determination. That determination would be made by the lawmakers.
Q. So does -- how does Uber use the background check reports?
MR. JONES: Object to the form.
A. How does Uber use them? Is that the question?
Q. Yeah.
A. In furtherance of compliance with South Carolina law.
Q. So I'm trying to understand who at Uber determines whether a driver complies with the South Carolina law or not in order to gain access to the app?
A. I don't know.
Q. Do you know if there is anyone at Uber that makes that determination?
A. I don't.

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MS. JOHNSON: So, Will, can you pull up the notice of deposition? Let's go to the exhibit.
Q. Let's look at topic number nine. Who would be able to testify regarding topic number nine, Policies and procedures relating to the investigation of prospective driver-partners' driving records on criminal or criminal histories as part of the initial driver screening process?
MR. JONES: Object to the form.
MS. JOHNSON: What is the objection?
MR. JONES: Because you're asking who can testify to it. He can testify to it. He has testified to the policies and procedures of Uber relating to the investigation of prospective driving partners, even though we take exception to that. Driving records or criminal histories is part of the initial driver screening process. He's gone through that in a painstaking detail that it complies with the requirements of the TNC, what those things are. You've looked at the background check. I mean, these are the things that are required when a driver seeks to access the driver version of the -- of the Uber app.

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Q. Okay. My question to Mr. Carroll was: Who at Uber determines whether a driver can use the Uber app based on their criminal background?
MR. JONES: Object to the form.
A. I don't know who that person is or team.
Q. Okay. My follow-up question was: Is there a person at Uber that determines whether a driver can use the Uber app?
A. I don't know.
MR. JONES: Object to the form.
MS. JOHNSON: That would be part of the policies and procedures of investigating drivers, and Mr. Carroll doesn't seem to be able to testify to that. Is there someone else that would know the answer to those questions?
MR. JONES: The question as to who specifically determines compliance with the TNC?
Q. Is there a department? Is there a person? Who determines the compliance with the TNC based on the background checks?
A. I don't know specifically who. I'm sorry.
Q. Okay. Is there someone that can answer that question?
MR. JONES: Object to the form.

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A. I don't know.
MR. JONES: Oana, why don't you ask him did Mr. McNeal -- did his information violate the requirements to the TNC.
MS. JOHNSON: I haven't gotten there.
MR. JONES: It's all right there.
MS. JOHNSON: I haven't -- I haven't gotten there. I will when I'm ready.
Q. Okay. Let's go back to the background check.
Okay. So Uber obtains a background check report for each driver before giving them access to the app, correct?
A. Sorry. Uber -- did you say Uber checks each report?
Q. Obtains --
A. Obtains.
Q. -- a background check report.
A. Yes, that's correct.
Q. Okay. All right. And in 2015, the background report obtained for Mr. McNeal did not reflect his conviction of a possession -- unlawful possession of a pistol?
A. That's correct.

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Q. Okay. Did anybody review these reports at Uber, do you know?
A. Yes, they would be reviewed.
Q. Okay. Is there a department at Uber who reviews these reports?
A. I don't know. I don't know the exact team.
Q. So the persons that were -- the employee of Uber that would have reviewed these reports, shouldn't they notice that the -- a charge from 2006 did not appear on the 2015 report but did appear on the 2016 report?
MR. JONES: Object to the form.
A. I'm confused by the premise of the question. What would they do from there?
Q. I'm sorry?
A. I'm confused by the present -- premise of the question. Once they notice it, what are you -- what would they do?
Q. Well, are the Uber employees reviewing these reports, do they look for inconsistencies or things that Checkr might have missed in those reports?
MR. JONES: Object to the form.
A. Uber doesn't conduct background

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searches. We're not accredited to do so. We rely on accredited providers of background checks to do so.
Q. Okay. But you -- you told us that someone at Uber reviews these background reports.
A. Yes.
Q. What do they review the reports for?
A. Yeah, they're not reviewing it in the sense that that they're, you know, going to the Charleston Public Records Office and comparing notes. They're reviewing the results of the report against laws and regulations to determine if this is someone who can have access to our platform.
Q. And -- and is there a department that reviews these reports or is there a person or what -- how is the -- how is this review accomplished?
A. It wouldn't be one person. It would be a team, but I'm not sure what -- who that team is.
Q. Okay. Are you familiar with the requirements in South Carolina for the TNC requirements in South Carolina?
A. Yeah. I mean, I don't have them

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memorized verbatim, but I'm familiar.
Q. All right. Let's go to the next criminal check that Uber -- that Uber obtained in 2017. They're the same -- same document. It's background check -- Checkr background check.
MR. JONES: So it's on page 15, Will, or Bates label 15. Excuse me.
Q. So is this the background check that was performed in 2017? Does that appear to be --
A. It does, yes.
Q. Okay. And it was completed in -- on October 2nd, I think. If you scroll down a little bit more, it says it was completed on October 2, 2017, further. Further. Next page.
A. Yeah, yes.
Q. Okay. All right. Do you know when Mr. McNeal sold drugs to Sebastian Grainger?
MR. JONES: Object to the form.
A. I do not.
Q. Okay. Well, I'm going to represent to you that it happened in April of 2017.
A. Okay.
Q. I'm also going to represent to you that before October 2, 2017, a warrant for Mr. McNeal had been issued. That warrant does not appear on

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this background check that Uber obtained from Checkr, correct?

MR. JONES: Object to the form.

MS. JOHNSON: Can you scroll down, Will, and let us look at the --

A. I see the word warrant. You can stop right there. I see the word warrant. Again, I am not familiar with the criminal justice system, but the word "warrant" does appear at the bottom of the page there.

Q. Sure. What's the date of that warrant?

A. Looks like it's --

MR. JONES: Object to the form.

A. -- it looks like it's from 11 years prior.

Q. Do you know when Uber learned that Mr. McNeal had been arrested?

A. The information that I reviewed showed us reaching out to him in 2020, I believe, to remove his access to the platform.

Q. And that would be, what, two and a half, three years after Mr. McNeal's arrest?

MR. JONES: Object to the form.

A. I don't know when he was arrested. I -- you represented to me that this happened in

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April of 2017. So it would be three years after that.

Q. So Mr. McNeal could have driven for two, two and a half years had he not been in jail for murder or accused of murder?

MR. JONES: Object to the form.

A. Well, he would have had to have rerun the background check, you know, kept his documents in valid and current status, which my understanding is he did not do.

Q. Okay. He was in order on October 2, 2022, correct?

MR. JONES: Object to the form.

Q. I mean 20 -- I'm sorry -- 2017.

MR. JONES: Same objection.

A. I'm not sure. I don't know if his -- you know, his insurance document might have expired. I don't know.

Q. When did Uber terminate Mr. McNeal's access to the application?

A. It appears on or around April 3, 2020.

Q. That is three years after Sebastian Grainger died, correct?

A. Based on the -- the dates you've represented to me, yes.

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Q. How did Uber learn of Mr. McNeal's arrest?

A. I don't know exactly. From the communications, it looks like, from some sort of media or -- or other type of publicly available information is what was said.

Q. You would agree with me that in order to conduct a compliant background check, the background check would have to be complete, correct?

MR. JONES: Object to the form.

A. What do you mean by complete?

Q. Meaning all of the criminal records should have been searched and revealed?

MR. JONES: Object to the form.

A. I'm not sure. I -- I'm not sure of what industry standards are for background checks. I don't work for a background check company.

Q. Are the Uber -- the drivers that gain access to the Uber app required to provide fingerprint records?

MR. JONES: Object to the form.

A. Not to my knowledge, no.

Q. If that were the standard in the industry, would Uber comply with that?

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MR. JONES: Object to the form.

A. In -- in what industry?

Q. In the industry of making sure -- the TNC industry?

A. I don't know. I've never considered that hypothetical. I know that we comply with all laws, but I've never considered that hypothetical.

Q. Can you tell me if in 2015 Uber obtained a complete background check for Mr. McNeal?

MR. JONES: Objection to form.

A. We received a full background check from Checkr.

Q. That full background check did not reflect the possession of a pistol felony violation, correct?

A. That item did not appear on the 2015 background check.

Q. Do you know if a felony possession of a pistol would disqualify Mr. McNeal from driving using the app?

A. I do not. I know that that's not specifically mentioned in the TNC regulation, but the TNC regulation also makes -- makes reference to the criminal code, which I'm less familiar

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with.
Q. So would you agree with me that in 2015, Mr. McNeal's driving and criminal history required additional inquiry?
MR. JONES: Object to the form.
A. I -- no.
Q. Would you agree with me that the background report Uber obtained was incomplete?
MR. JONES: Object to the form.
A. I -- no, I don't know.
Q. Let's take a look at the letter dated April 2, 2020, or 3rd -- April 3, 2020, terminating Mr. McNeal's access to the app. I'm sorry. I meant to make the exhibit -- the background check Exhibit 4. And this will be Exhibit 5.
(Exhibit 5 marked for identification.)
MR. JONES: Oana, just so I am clear, the background check, that's all three years you're doing?
MS. JOHNSON: Yes.
MR. JONES: Thank you. And I'm sorry. What's Exhibit 5?
MS. JOHNSON: This letter

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terminating Mr. McNeal's access to the app.
MR. JONES: What's the Bates to that, Oana? I'm sorry.
MS. JOHNSON: Will, can you scroll down to the Bates number?
Two.
MR. JONES: Two? Thank you.
Q. So is this the letter that terminated Mr. McNeal's access to the app?
A. Well, this -- this communication didn't remove his access to the platform. But this is the communication letting him know that his access to the platform had been removed.
Q. What terminated Mr. McNeal's access to the app?
A. It would have been a person removing his access to the app.
Q. When -- do you know when that happened?
A. On or around the time that this email was sent or I guess before -- at some point immediately preceding this email being sent.
Q. And so that would have been around April 3, 2020?
A. Yes. That's for -- that's fair to assume.

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Q. So Mr. McNeal had driving privileges and user access to the driver app until April 2020?
MR JONES: Object to form.
A. No, not necessarily. Again in order to actually have access, he would have had to maintain all of his documents as current. The documents they reviewed all had -- not all, but most had expiration dates prior to this April 2020 day. So they would have, at the very least, needed to have been updated.
Q. Would there have been any correspondence with Mr. McNeal about expired documents?
A. I'm not aware of any correspondence. It sends folks notifications in the app letting them know, Hey, your license and registration is about to expire, but no specific correspondence that I'm aware of.
Q. Is there a record of these notifications sent in the app?
A. I don't know.
Q. So any -- let me rephrase. So do you know if there -- if any of the communications or notifications in the app are maintained by Uber in its database?
MR. JONES: Object to the form.

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A. I mean, I know that, like, for example, this communication was maintained by Uber, but I'm not sure about notification -- specifically notifications within the app and whether those are maintained.
Q. Let's read the first paragraph of this letter.
A. Which one?
Q. I'll read it. Based on our review of publicly available information, it appears that you were recently arrested of a crime that, should it result in a conviction, does not comply with our community guidelines and safety standards. As a result, we've deactivated your account effective immediately.
Can you tell me what safety standards are referenced in this letter?
A. I'm not --
MR. JONES: Object to the form.
A. Sorry. I'm not sure.
Q. Are you aware of any safety standards Uber maintains?
MR. JONES: Object to the form.
A. Yes. I mean, our compliance with South Carolina law around motor vehicle and

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criminal searches would be considered a safety standard, I believe. So this person now having been arrested for a -- a felony or I guess a potentially violent felony would not meet our safety standards.

MS. JOHNSON: All right. I'm going to take a 10-minute break, and I might be close to finished.

THE WITNESS: Awesome. Thank you.

THE VIDEOGRAPHER: The time is 12:57 p.m., and we are off the record.

(Recess taken.)

THE VIDEOGRAPHER: The time is 1:18 p.m., and we are back on the record.

MS. JOHNSON: Go to page 2 of this document.

MR. JONES: Is this the Exhibit 3?

MS. JOHNSON: Yeah.

MR. JONES: Thanks.

Q. All right. The ongoing checks are built into the Uber platform says that Uber will review the notifications -- let's read the whole paragraph. We use technology that obtains criminal offenses from a number of data sources. If an offense involving an active driver is

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identified, we'll review these notifications to determine whether they are still eligible to drive Uber.

Who is we?

A. It says drive with Uber, just to clarify. "We" is -- is Uber.

Q. Okay. Is there a team at Uber that reviews the notifications?

A. I'm -- yes, but I don't know -- I'm not aware of what team that is.

Q. The next one is, Drivers must pass an annual check to continue accessing the app. Uber return -- reruns driving and criminal history checks at least every year to ensure that drivers continue to meet our standards.

What standards are referenced here?

MR. JONES: Object to the form.

A. The same ones that we were talking about earlier, the South Carolina laws and regs. I mean, this is a generic website that's not specific to any one market or location, so this is going to talk in very broad terms. But South Carolina outlines what folks can and cannot have on their criminal and motor vehicle histories still retain access to a platform like

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Uber's.

Q. So does that mean Uber does not have any standards?

MR. JONES: Object to the form.

A. No. It means that Uber complies with South Carolina law.

MS. JOHNSON: Can we go back to the letter terminating Mr. McNeal's access to the app?

Q. This letter, it says that Uber recently learned that Mr. McNeal was arrested of a crime. Are there any records of how Uber gained this information?

A. There may be. My understanding is that it -- is that Uber -- Uber gained this information through the service of the lawsuit from your client.

Q. The letter also says, As a result, we've deactivated your account effective immediately, correct?

A. Yes.

Q. Are you -- is it your testimony that Mr. McNeal's account was not active at the time of this letter?

A. That's correct. His last trip was

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September, I believe, 20 -- September 2017.

Q. Okay. But that -- does that mean that his app was deactivated at that time?

A. Not deactivated in the sense that he wouldn't have been able to regain access with compliant documents, but his documents at a certain point in, I believe, September became -- September 2017 expired, at least one of those documents expired, and he no longer had access to the platform -- or sorry, no longer had access to the leads generated through the platform.

Q. Which document expired in September of 2017?

A. I'm not sure. I don't know off the top of my head.

Q. Okay. Will that be one of the documents you reviewed in preparation for this?

A. No. I believe the documents I reviewed, one of them expired August 2017.

Q. Let me rephrase that question.

Of -- you said one of the documents expired in September of 2017, which would have rendered Mr. McNeal not eligible to use the app, correct?

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A. Yes.
MR. JONES: Object to the form.
Q. So you can't tell me which document that is?
A. No. I didn't learn that through review of the documents.
Q. Okay. How did you learn that?
A. Through discussion with counsel.
Q. All right. Counsel -- so is there a record of when Mr. McNeal was no longer eligible to use the app?
A. If I'm understanding your question correctly, you mean not necessarily this April 3, 2020, Your account has been deactivated from our platform but also the expiration of documents type removal of access to the platform; is that correct?
Q. Correct.
A. Yeah, that information would exist.
Q. It would exist?
A. Yeah, that would be information in our databases.
Q. Okay. Did you find that information in the file that you reviewed?
MR. JONES: Object to the form.

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A. I did not, no.
Q. Would you please provide your counsel with that information so he can provide it to us?
(Documentation requested.)
A. I mean, I can tell you what to look for. We can put that on the record. Is that what you're saying?
Q. I thought you just told me that that information is not in the records that were provided to us?
A. Yes, it's -- that is correct. The information is not in -- but it is -- what you're looking for -- let me see if I can just do this all in one go. What you're looking for is data related to the change in Mr. McNeal's status with regard to his access to the platform?
Q. And that information is in the file that you reviewed?
MR. JONES: Object to the form.
A. It is not, but I know that data to be data that exists in Uber's database. Maybe not specifically for Mr. McNeal and there's, you know, data retention policies that we have. So I'm not sure, you know, if the data does still exist, but I know that -- that we at least

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collect and, for a certain period of time, retain that data.
Q. Okay. So when Mr. McNeal, if he did, failed to upload the documents required for him to continue to use the app, what happens?
A. He would no longer be able to receive leads generated through the platform.
Q. But he could still use the app, login to the app?
A. Login, look around, you know, receive any funds that you haven't yet received, yet -- you know, look at documents, review the agreement, things like that, contact customer support. But you wouldn't be able to receive leads generated through the platform.
Q. Okay. And is there a record of when Mr. McNeal was no longer able to receive ride notifications?
A. That's what I was just discussing. Subject to data retention, yes, there would be a record of that.
Q. How long are those records retained?
A. I don't know. Our data retention policy is public. It's on our website. I think the standard period for data retention is seven

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years. There's carve-outs for shorter and longer retentions.
Q. Are you -- is there a complaint department or a department in Uber that handles complaints by riders?
A. There's not --
MR. JONES: Object to form.
A. No. There's customer support that is standing by to help riders, merchants, couriers, eaters, anybody.
Q. And if a complaint comes in about a driver, who investigates that complaint?
A. Well, there's no complaint system at Uber, so to speak, but if someone submits feedback about another user that they encountered on the platform or even that they didn't encounter on the platform -- it might be that they just witnessed something as a third party -- if someone submits feedback about a user, that's feedback that we will -- you know, customer support will review on a case-by-case basis.
Q. I'm sorry. I didn't hear that. That is something customer support will review, and what was the rest?

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A. On a case-by-case basis.
Q. Okay. And then what happens after customer support reviews the complaint?
A. It depends. That's -- that's where the case-by-case basis comes in. It could -- you know, we might offer refunds to someone who's, you know, been affected by a poor experience. We might remove folks' access to the platform. We might -- you know, there's many, many, many things that could happen depending on the facts and information.
Q. If -- so customer support makes the determination of whether a driver's access to the app should be revoked or not based on complaints?
MR. JONES: Object to the form.
A. I wouldn't say based on complaints, but if we receive feedback, for example, that someone's driving under the influence, that's in violation of South Carolina law around who can access our platform, and we would have to remove that person's access to the platform immediately.
Q. And is it customer service that performs that?
A. It would be customer service, yes.
Q. What kind of training does Uber provide

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to its customer service representatives?
MR. JONES: Object to the form.
A. I know that they're given training on, you know, Uber's technology and systems. I don't -- beyond that, I'm not really sure.
Q. Are the customer service representatives receiving any safety training?
MR. JONES: Object to the form.
A. I don't know.
Q. Do you -- does Uber keep records of any complaints about drivers?
MR. JONES: Object to the form.
A. Again, there is no complaint system. Uber does have a method by which folks can submit feedback to each other. That's information I believe we've produced here. It would be called something like ratings and feedback.
Q. Okay. Let's say that Uber receives information -- receives information that a driver was driving impaired.
A. Okay.
Q. Does Uber keep a record of that information?
MR. JONES: Object to the form.
A. I believe so, yes.

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Q. Do -- are there any complaints about Mr. McNeal that Uber has in its database?
MR. JONES: Object to the form.
A. I'm not aware of any.
Q. Has Uber received any complaints of drug sales incidents while using the Uber app?
MR. JONES: Object to the form.
A. Beyond what's -- beyond what we're here about today?
Q. Yes.
A. I'm not -- I'm not aware of that.
Q. Is there any training offered to the customer service representatives that is specific to the South Carolina standards?
MR. JONES: Object to the form.
A. No, I don't believe so.
Q. But the standards are specific to South Carolina?
MR. JONES: Object to the form.
A. What standards?
Q. Those standards that are mentioned in, for example, the letter terminating Mr. McNeal's access to the app, safety standards.
A. Well --
MR. JONES: Objection.

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A. -- those are -- as I mentioned earlier, those point back to South Carolina law. Everyone is expected to follow the law, not by Uber; just by society, by law enforcement, by our judicial branch.
Q. Is it your testimony today that Uber makes no representations to the public regarding safety during rides?
MR. JONES: Object to the form.
A. I know that Uber has information on its website about all of the different safety features. I know that we publish a safety report that, among other things, goes into the rate at which certain severe incidents happen on our platform. Beyond that, I'm not sure.
Q. So going back to those standards specific to South Carolina or South Carolina law, are the customer service representatives trained in what the South Carolina law is?
MR. JONES: Object to the form.
A. I don't know.
Q. If -- if the customer service representatives do not receive training on South Carolina law applicable to TNC, how are they in a position to make a determination on

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whether a driver's access to the app should be revoked?

MR. JONES: Object to the form.

A. The Uber has not only the agreement that's in place between the driver and -- and Uber and its subsidiaries but also the community guidelines. Yeah.

Q. But -- okay. You testified earlier that violating the community guidelines has no repercussion?

MR. JONES: Object to the form.

A. No, I don't think I did.

Q. All right.

MS. JOHNSON: Madam Court Reporter, is there a way to go back to see if the testimony was, There are no repercussions.

THE REPORTER: Yeah. Let me do a keyword search really quick.

MR. JONES: And, Jessica, I would like every hit you have, and I want it read in full context, too, so I can make a determination on how to respond. Thank you.

THE REPORTER: Okay. I'll read the question.

And the violations of these guidelines,

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are there repercussions for violating the community guidelines?

Mr. Jones, object to form.

Answer, I wouldn't say repercussions, but folks that are requesting rides and providing their services through the platform have an expectation that the folks they're interacting with are, for example, following the law, you know, being respectful, things of that nature. So if Uber receives feedback that someone is, you know, using our platform, not following the law, not being respectful, not keeping their hands to themselves, or some of the other community guidelines, that person might lose access to the platform.

MR. JONES: Thank you, Jessica.

Q. When that driver loses access to the platform, that is accomplished by customer service?

A. Yes, typically.

Q. If there were any complaints about Mr. McNeal, were those -- or information about Mr. McNeal's actions while driving, were those maintained by Uber somewhere?

A. Yeah. I mean, we discussed the feedback

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and ratings that I reviewed. I do know some of the feedback mentioned that the car smelled like cigarette smoke. So that's -- that -- you know, I don't know if that's a complaint, but that could be responsive to what you're talking about here.

Q. Okay. Was that information in the information you reviewed that was produced to us?

A. Was it in the information I reviewed? Yes. Was it produced? I don't know what was and wasn't produced, but I think we established earlier everything that I reviewed was produced. I don't know if that is actually the case. It would be called feedback and ratings or something along the lines of that. I have it as, Driver Jessie McNeal, Jr., feedback and ratings.

Q. Does it have Bates stamped numbers?

A. Not the version that I -- that I have, no.

Q. Does Uber review the feedback for each driver?

A. We may, yes.

Q. Does Uber take any actions based on the ratings for drivers?

MR. JONES: Object to the form.

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A. We might remove someone's access to the platform, whether they're a driver, rider, restaurant or otherwise, if their rating falls below the minimum average rating for that city at that time.

Q. I can't find these ratings in the documents that were produced to us. So will you be able to provide that to Mr. Jones --

A. Yes.

Q. -- to provide to us?

A. Yes.

(Documentation requested.)

Q. Okay.

A. I'm saying yes, but, sorry, I -- Mr. Jones, you already have that, right?

MR. JONES: No, I don't, but we will --

THE WITNESS: Okay. We'll get it provided.

MR. JONES: -- coordinate with -- yeah, we'll coordinate and get that.

THE WITNESS: Okay. My apologies. I'll get that. Yeah.

MR. JONES: No. Worries.

Q. What were Mr. McNeal's ratings? In

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general, what was his rating score or --
A. I don't know the actual score. That would be the -- when you say the rating score, I assume you mean his in-app rating. That would just be a flat average of his last 500 trips. So if you wanted to know what his rating was at the time of this incident or, I guess, before, leading up to or whatever, you would just go and look at that data and get the average of those ratings.
Q. His rating was average?
A. No, I'm sorry. I said I don't know what it was, but, you know, you're going to request this -- the document I'm talking about, once you receive that document, you could calculate what his rating was by just looking at the average of the last 500 trips from the time of the accident, from the time -- from his last trip, whatever you wanted to do. Does that make sense?
Q. Yeah. Yep. Just --
A. I feel like Will knows his way around Microsoft Excel.
Q. I'm sorry?
A. I feel like your paralegal knows his way around Microsoft Excel. He's an adept screen

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sharer. So --
Q. I'm sure he does.
If -- if a driver's rating falls below a certain standard, does Uber terminate their access to the app?
MR. JONES: Object to the form.
A. If -- if any user of the platform has a rating that falls below what's deemed to be, you know, the minimum average rating for that city at that time, they could lose access to the platform.
Q. Okay. And who determined the minimum average rating for the city?
A. I don't know exactly who. It would be done by somebody at Uber by examining the ratings behavior of the users of the platform in that -- excuse me -- in that city at that time.
Q. Okay. Are those kept somewhere what the ratings are for each city? Does Uber have a record of it?
A. I'm not sure.
MS. JOHNSON: Okay. Could I have a two-minute break?
THE WITNESS: Sure.
MS. JOHNSON: And then I think I

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really am going to be done.
THE VIDEOGRAPHER: The time is 1:50 p.m., and we are off the record.
(Recess taken.)
THE VIDEOGRAPHER: The time is 1:57 p.m., and we are back on the record.
Q. Is there any drug testing policy that Uber has as to -- or any process for the drivers to submit to a drug or alcohol test?
MR. JONES: Object to the form.
A. In 2017?
Q. In 2017 or today.
MR. JONES: Same objection.
A. Not in 2017. Today you can voluntarily submit a drug test.
Q. Has Uber -- is Uber using specific labs for -- to conduct those tests?
A. The -- Uber is not conducting --
MR. JONES: Object to form.
THE WITNESS: Sorry.
A. Uber is not conducting drug tests. The process I'm describing is whereby, particularly in states where marijuana is legal, it's common that a rider might get in the car smelling like marijuana, then the car smells like marijuana and

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the next rider rides in and says, Hey, this driver was smoking marijuana. In those cases if a driver wants to show that they weren't, in fact, consuming marijuana, they can submit a drug test.
Q. Okay. Were there any complaints about Mr. McNeal smoking marijuana or smelling like marijuana --
MR. JONES: Object to the form.
Q. -- that you're aware of?
A. Yes.
Q. Where would those be?
A. In that feedback section. It wasn't about Mr. McNeal. Again, it was about his vehicle, as we were -- we were saying. But a few -- a few riders mentioned that his car smelled like smoke, and one -- one specified cigarette smoke and another at a different time and date specified weed.
Q. Are you aware of any complaints of drivers offering drugs to riders?
MR. JONES: Object to the form.
A. Same question as last time. You mean in addition to what we're here about today?
Q. Yes.

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A. No.
Q. Does that mean Uber is not aware of any drivers -- complaints of drivers offering drugs to riders?
A. No. That means I, Ben Carroll --
MR. JONES: Object to the form.
THE WITNESS: Sorry.
MR. JONES: Go ahead.
Q. You understand that your testimony today is on behalf of Uber, not your personal knowledge, correct?
A. Yes.
MS. JOHNSON: That is all the questions I have.
THE WITNESS: Thank you so much.
MS. JOHNSON: Thank you.
MR. JONES: Ben, I have -- I'm going to have several questions for you. Did I lose you? Uh-oh.
MS. JOHNSON: I think he just dropped out.
THE VIDEOGRAPHER: The time is 2:01 p.m., and we are off the record.
(Recess taken.)
THE VIDEOGRAPHER: All right. The

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time is 2:02 p.m., and we are back on the record.
EXAMINATION
BY MR. JONES:
Q. Ben, I'm going to have several questions for you to follow up on a lot of stuff that Oana just asked. But let's just start -- you know, I like to talk about the actual case. In this case, it's undisputed that Mr. McNeal, Jessie McNeal had one and only one trip utilizing the Uber app with Sebastian Grainger; is that correct?
A. That's correct.
Q. And I believe it was on March 21, 2017, correct?
A. That's correct.
Q. Okay. And I'm going to share my screen. This was produced as Uber 001. And -- oops. Can you see that?
A. I can, yes.
Q. Okay. Is this a copy of the receipt from that one and only trip between Mr. McNeal and Mr. Grainger?
A. Yes, this would be Mr. Grainger's receipt.
Q. And it's dated up at the top, you can

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see, March 21, 2017, correct?
A. Correct.
Q. And we see that the distance -- the route that was taken, the starting and end points, the time, and then the total fare, correct?
A. That's correct, including a breakdown of the fare.
Q. Okay. And the total that Mr. Grainger paid was $17.06, correct?
A. Correct.
Q. For an 11.2-mile ride over 32 minutes; is that accurate?
A. Yes. That's what he paid to Mr. McNeal.
Q. Okay. Now, Oana just mentioned to you that the drugs that were procured by Mr. McNeal was in April of 2017. Was that in any way, shape, or form related to the use of the Uber app?
A. No.
Q. Okay. In reviewing the documentation to prepare for today, did you -- were you able to look at the ride -- both the rider and the driver app status reports to confirm that overlapping there was only this one trip that we just looked

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at --
A. Yes.
Q. -- on March 21, 2017?
A. That's correct.
Q. And we know from subsequent matters in the criminal court that apparently they exchanged their personal cell phones, cell phone numbers during that one and only trip. Is that your understanding?
A. That is my understanding.
Q. If that is to -- if a -- if an independent driver utilizing the Uber app and a rider using the rider version of the app are on a trip and opt to exchange personal information, there's nothing prohibiting that, is there?
A. No, not at all.
Q. Okay. I mean, they're two consenting adults. They can do what they want, right?
A. Yes, as long as -- as long as they each consent to exchange that information, that's fine.
Q. And what they may do beyond that with that information, does that have anything to do with Uber?
A. No, none at all.

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Q. Okay. So for example, if Mr. McNeal and Mr. Grainger subsequently texted each other after March 21, 2017, would Uber have any knowledge of that?
A. No.
Q. If Mr. Grainger -- if Mr. Grainger asked Mr. McNeal to get him drugs after March 21, 2017, would Uber have any knowledge of that?
A. No.
Q. And if Mr. McNeal did, in fact, procure drugs for Mr. Grainger after March 21, 2017, would -- would Uber have any knowledge of that?
A. No.
Q. And would any of that -- would Uber have any responsibility for any of that?
A. No.
Q. Okay. Now, bear with me. You were asked a lot of questions about the background checks. Do you recall that?
A. Yeah.
Q. Okay. I want to walk you through as it relates to Mr. McNeal, okay, Jessie McNeal.
A. Okay.
Q. Let's just start with Uber's aware that every state, I believe, has some version of a

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Transportation Network Company Act; is that accurate?
A. That's -- that's my understanding, yes.
Q. Okay. And it's my understanding that there may be some variances from state to state, but by and large, they function more or less the same; is that accurate?
A. Yes.
Q. Okay. And specifically in South Carolina, Section -- South Carolina Code Section 58-23-1710 states, Section A, Except as otherwise provided in this chapter, TNCs -- that's transportation network companies -- and TNC drivers are governed exclusive by this article and by any regulations promulgated by the Office of Regulatory Staff consistent with this article.
Are you familiar with that?
A. Yes, I'm familiar with that section of the regulation.
Q. Okay. And is that, to put it simply, mean that the TNC Act, the Transportation Network Company Act is the exclusive statutory guideline that oversees the operations or functions of a TNC company such as Uber?

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A. Yes.
Q. Okay. Now, further down, you were asked a lot of questions about Mr. McNeal's background reports. And we're going to -- we're going to talk about those. Let me just pull everything up here.
Oana asked you a lot of questions about, well, in 2015, it didn't -- it didn't show the -- the -- it showed a probation violation unclassified, but it didn't show the pistol possession, correct?
A. Yes.
Q. Okay. But in the 2016 background check run by Checkr, it did show that, correct?
A. That's correct.
Q. Do you know whether or not the probation violation was related to that pistol possession charge?
A. I do not.
Q. Okay. So regardless, would either one of those charges in 2015 or 2016 have disqualified Mr. McNeal from accessing the driver version of the Uber app?
A. They would not.
Q. Okay. Same in 2017, was there anything

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on his criminal background check that was done by Checkr that would have disqualified Mr. McNeal from accessing the driver version of the Uber app?
A. There was not.
Q. Okay. Oana asked you about his warrant, Mr. McNeal's warrant that was apparently issued in October of 2017. I know you're not a lawyer, but does this -- does the background check typically flag warrants without any sort of criminal disposition?
A. All of the -- all of the items that I've seen have some sort of disposition and disposition date attached to them.
Q. And that's kind of my point. A background check is not going to typically capture if there's an outstanding warrant or anything like that, is there?
A. That's my understanding.
Q. Because, you know, in this country, we abide by the old adage, innocent until proven guilty, right?
A. Yes, we do.
MS. JOHNSON: Object to the form.
MR. JONES: You object that we're

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innocent until proven guilty in the United States?

MS. JOHNSON: I object to the form of the question.

MR. JONES: Okay.

Q. So let's talk about driver qualification requirements under the South Carolina TNC Act --

A. Sure.

Q. -- specifically Section 58-23-1650. And I tell you what. I'm going to -- I'm going to pull this up and I'm going to share my screen just to make it a little bit easier so you can follow along. Oops. Are you seeing --

A. Yeah, I'm seeing it right there.

Q. Okay. And I'm just going to kind of see if I can scoot this up just a tad. All right. You see Section 15-28 -- or 28-23-1650?

A. I do.

Q. Okay. It's entitled, Driver qualification requirements, documentation, inspection of records, and disclosures, correct?

A. Correct.

Q. Okay. Is this the section that dictates what is required of a prospective independent driver before they are granted access to the

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driver version of the Uber app?

A. Yes.

Q. Okay.

A. I think it's specifically section B, right?

Q. Well, we're going to look at it. Section A says, The TNC shall obtain certain background and qualification information from a TNC driver before the TNC driver's approved by the TNC to provide TNC services.

Did I read that correctly?

A. Yes.

Q. Okay. So Uber is required to obtain, as we've talked about at length today, a background and equal -- certain background and qualification information, correct?

A. Correct.

Q. All right. Now, Section B gets us a little more detail. What is required by Uber to obtain? So let's look at that. This information shall include -- (1) -- B(1), a valid driver's license issued by the South Carolina DMV or current state of residence for the driver.

Did Uber obtain a valid South Carolina driver's license for Mr. McNeal?

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A. Yes.

Q. And number two, verification that the driver is 21 years of age or older. By virtue of his driver's license, did Uber verify this information?

A. Yes.

Q. Three, a certified copy of the driver's 10-year driving record issued by the South Carolina DMV and a record from the Department of Motor Vehicles or equivalent agency of the state where the driver has been domiciled for that period.

And I think Mr. McNeal was South Carolina, so this would apply to South Carolina, but when Uber obtained his background report through Checkr, did it obtain his driving record?

A. Yes.

Q. Okay. Number Four, conduct or have a third party conduct a local and national criminal background check for each applicant that must include, A, a multistate or multi jurisdictional criminal record locator or other similar commercial nationwide database with validation and primary source search.

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First of all, did Uber outsource to a third party to conduct this national -- local and national criminal background check?

A. Yes.

Q. Okay. And that party, I believe, was -- was Checkr, correct?

A. Correct.

Q. Okay. And I know we don't have it pulled up in front of us, but you mentioned earlier that Checkr is not the exclusive company that Uber uses for these background checks of prospective independent drivers who are seeking to access the driver version of the app, correct?

A. That's correct.

Q. You mentioned if you go to the Uber.com website under help, there's a provision where it says -- and I just pulled this right from the website, quote, Uber partners with third-party providers Checkr, HireRight, and SambaSafety to conduct background checks in the United States; is that accurate?

A. That is correct today, and there's been other providers in the past as well.

Q. Okay. And these are all reputable companies that actually do this. This is what

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their business is, correct?
A. Correct. They're accredited providers of background checks.
Q. Very good. So -- so Uber had Checkr run this background check, and it was a multistate and multi jurisdictional criminal records search, correct?
A. Correct.
Q. 4(b), it also shall include a search for a National Sex Offender Registry database search?
A. It does, yes.
Q. Okay. Mr. McNeal was clear of that, correct?
A. Correct.
Q. Number five -- so those are the two things that this third-party company had to check for in the criminal background check; a multistate, multi jurisdictional criminal record locator and the national sex offender criminal database, correct?
A. That's correct.
Q. And Checkr did that. And Mr. McNeal, there was nothing that was disqualifying on any of his reports from 2015, 2016, or 2017 as it relates to that, correct?

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A. That's correct.
Q. Okay. Five, proof of automobile liability insurance in the name of the TNC driver, which meets the requirements of Section 38-77-140. Did Mr. McNeal, in fact, provide proof of insurance on his automobile?
A. Yes.
Q. Okay. So all of the -- all of the requirements for a TNC driver qualification as required by the TNC Act in South Carolina were -- were met by Mr. McNeal, correct?
A. That's correct.
Q. Okay. C, requires the TNC to verify that the TNC driver meets all of the driver qualification requirements in this section in intervals of at least once each year, correct?
A. Yes.
Q. And not to belabor it, but the first time that Mr. McNeal sought to access the driver version of the Uber app was sometime in 2015, correct?
A. Yes.
Q. And that was the first report we saw in exhibit -- I believe it was 4 or 5, the background checks, correct?

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A. The 2015 background check.
Q. Okay. And then we know that Uber complied with this requirement of the TNC Act because it got annual follow-up background checks in 2016 and 2017, correct?
A. That's correct.
Q. Okay. Subsection D, The TNC shall maintain documentation of initial and annual verification of the TNC driver qualifications for a period of three years. We have that, correct?
A. Correct.
Q. Okay. We being Uber?
A. Yes.
Q. And subsection E, The Office of Regulatory Staff may conduct inspections of TNC driver qualification records, that simply is stating that somebody from the South Carolina Department of Regulatory Staff, should they so choose, could do an audit to ensure that Uber is in compliance with the TNC Act of South Carolina for Mr. McNeal or other drivers, correct?
A. Correct.
Q. Okay. So far Uber has done everything required under the law, right?
A. Yes, Uber complies with all laws.

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Q. Subsection F, The TNC shall not provide -- excuse me, shall not permit a TNC driver to provide TNC services who, number one, does not meet the TNC driver qualifications listed in subsections B and C. Okay. We've already addressed B and C, and we thought that Mr. McNeal met those, correct?
A. Correct.
Q. All right. Number two is registered or required to be registered as a sex offender with SLED or the National Sex Offender Registry. We know that Mr. McNeal was not required to be registered on those, correct?
A. Correct.
Q. Three, has been convicted in the past 10 years of driving under the influence of drugs or alcohol. Did we see that in Mr. McNeal's criminal background or criminal history report?
A. We did not.
Q. Driving with an unlawful alcohol concentration, was he in violation of that?
A. No.
Q. Fraud, any convictions or dispositions of fraud?
A. No.

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Q. Use of a motor vehicle to commit a felony, any evidence of that?
A. No.
Q. Felony crime involving property damage, any evidence of that?
A. No.
Q. Theft and crimes defined as violent pursuant to Section 16-1-60.
Okay. As we sit here, do you know what those violent crimes are defined as?
A. I did review them at one point in preparation for to -- today.
Q. Okay.
A. They do not include possession of a firearm.
Q. Okay. And I'm just going to -- I'm going to share my screen again. I have pulled up South Carolina Code Section 16-1-60, Violent crimes defined. Do you see that?
A. I can, yes.
Q. Okay. At any point in 2015, 2016, or 2017 when the Checkr background reports were run, had -- had Mr. McNeal been convicted or pled guilty of any of the violent crimes as defined by South Carolina law in this section?

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A. No.
Q. Okay. And I'm not going to read them all because there are a lot, but it includes things like murder, attempted murder, assault and battery, criminal sexual conduct with a minor, arson, burglary, homicide by child abuse, pretty serious crimes, would you agree with?
A. Yes.
Q. Okay. Possession of a pistol 10 years prior is not considered a violent crime under the TNC Act or South Carolina Code as it relates to the TNC Act, does it?
A. No.
Q. Okay. And all of that to say that there is nothing in Mr. -- there was nothing in Mr. McNeal's background check that Uber was required to obtain -- or criminal history check that Uber was required to obtain that would have disqualified him from accessing the driver version of the Uber app, correct?
A. That's correct.
Q. All right. You were asked some questions about whether or not the Uber app allows for recording of a trip, and I think you said in 2017, no; but in some jurisdictions today

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there may be audio recording through the app. Is that -- did I hear you correctly?
A. Yes.
Q. Okay. Would that have had any relevance or bearing in this case when any drug purchases or communications through the personal texts between Mr. McNeal and Mr. Grainger did not occur on the one and only trip through the Uber app?
A. Yeah, that would have no relevance. Just to be clear, this is a feature that someone -- you know, if they're in a car and they have an unpleasant experience, they can turn this on so that that can later be shared with customer support.
Q. Understood.
A. Yeah.
Q. Does this case have to do with the -- Mr. McNeal's operation of his motor vehicle in terms of getting into an accident, driving erratically, speeding excessively, anything like that?
A. No.
Q. Okay. Certainly you would agree that as far as the -- you know, Oana asked you about safety and Uber's concern about safety of the

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riders during trips. Is there any dispute that Mr. McNeal safely got Mr. Grainger from point A to point B on the one and only trip they took utilizing the Uber app?
A. No.
Q. Okay. You mentioned something earlier. And forgive me because I -- I'm not sure what it was in context, but you said something about the New York Taxi and Transportation Commission or something?
A. New York City Taxi and Limousine Commission.
Q. Okay. And what is it that they check?
A. So the New York City Taxi and Limousine Commission, who is running the motor vehicle and criminal background searches for these -- for folks in New York City, if someone's license were to get revoked for any reason, that would be updated on their publicly available database, which Uber has the ability to go and check.
Q. Okay. You would agree that has no application whatsoever in South Carolina, correct?
A. Correct, neither does the example I mentioned in California.

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Q. Okay. And just to be clear, is Uber a taxi company?
A. No.
Q. Is Uber a common carrier?
A. No.
Q. Okay. I think -- I think I provided you with a copy of the plaintiff's memo in opposition to our motion for summary judgment, which included as an exhibit a -- a report from plaintiff's designated expert. And I -- forgive me. His first name's escape -- Joseph Ravino. Do you remember seeing that?
A. I do, yes.
Q. Okay. It's about a 50-some-odd page report?
A. Yeah.
Q. Okay. He consistently refers to Uber -- or in his report, rather, talks about ride-for-fare, for-a-fare service is -- is Uber a ride-for-a-fare service?
A. No.
Q. Okay. What is Uber?
A. Uber is a technology company that connects folks to -- who want to buy and sell foods and services.

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Q. Is a taxi company a ride-for-fare service?
A. I'm not sure, but that sounds a little bit closer to -- to a ride-for-fare service.
Q. Okay. Now, Ravino -- and it's cited -- I think it was kind of a cut and paste about three pages or four pages maybe, more than that actually, from his report in this memo purported driving screening and training standards recommended by the Transportation Alliance. Do you remember seeing that?
A. I do, yes.
Q. Okay. Is Uber in any way, shape, or form a member of or have anything to do with the Transportation Alliance?
A. No.
Q. Okay. I pulled up their website, the TransportationAlliance.org. And I'm just going to read, Who we are. It says, The Transportation Alliance is a nonprofit trade association of and for the private passenger transportation industry. Our extensive membership spans the globe and includes taxi cab companies, executive sedan and limousine services, airport shuttle fleets, nonemergency medical transportation

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companies and paratransit services. Is Uber in any of those categories?
A. No.
Q. Is Uber a member of the Transportation Alliance?
A. No.
Q. Okay. And in fact, the purported standards and training standards and driving screening that are recommended by the Transportation Alliance as cited in Mr. Ravino's report, are those -- is Uber obligated to in any way, shape, or form to follow or abide by those?
A. No.
Q. Okay. Particularly if they fly in the face of what's required or what South Carolina law is. You would agree with that?
A. Absolutely.
Q. Okay. Let me see here. Let me just jump back to what we were looking at earlier at part of the TNC Act, which governs -- and that is the exclusive act -- we already covered this, I think -- that governs rideshare companies such as -- or TNC -- transportation network companies, rideshare companies such as Uber, correct?
A. Correct.

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Q. That was a mouthful. I'm sorry. Let me pull this back up.
We looked at Section South Carolina Code 58-23-1650, and I wanted to point out a specific section here because Ravino is suggesting that Uber should have required drug screening or drug testing for its drivers or its independent drivers, rather.
First of all, can you read under Section 4 -- excuse me, 5 -- F(4). Can you see that?
A. Yes. It says, the TNC shall not permit a TNC driver to provide TNC services who is under the influence of drugs or alcohol. Nothing in this section may be construed to require drug testing by a TNC of a TNC driver.
Q. Okay. I think it kind of speaks for itself, but is Uber in any way obligated to or required to drug test or alcohol test any independent driver who may utilize the driver version of the Uber app?
A. No.
Q. Okay. And, in fact, I just -- I'll kind of segue into it -- drivers who choose to utilize the driver version of the Uber app, are they

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employees of Uber?
A. No.
Q. Okay. Are they independent contractors?
A. Yes.
Q. Okay. In South Carolina, the hallmark of whether someone is an employee or someone is an independent contractor really revolves around the control in the performance of the job. Okay? And I'm going to ask you some questions as it relates to that. All right?
Nobody from Uber dictates to or tells the independent drivers how to actually drive their car, correct?
A. No.
Q. Okay. And I think you mentioned this earlier. Uber does not provide any training to independent drivers or anything like that, does it?
A. Uber does not provide any training. And just to clarify, you said correct, and then I said no in my last answer. Yes, that's correct.
Q. Thank you.
A. Yeah.
Q. Uber does not withhold taxes or provide a W-2 to independent drivers such as Mr. McNeal?

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A. That's correct.
Q. Okay. Uber provides no benefits to independent drivers such as Mr. McNeal such as health insurance, corporate profits, or stock options, correct?
A. That's correct.
Q. Uber does not provide independent drivers such as Mr. McNeal any equipment, correct?
A. That's correct.
Q. Mr. McNeal owned and used his own vehicle for the one and only trip he had with Mr. Grainger, correct?
A. That's correct.
Q. And he owned and utilized his own vehicle for any trip he might have used or arranged through the use of the driver version of the Uber app; isn't that correct?
A. That's correct.
Q. Uber doesn't pay independent drivers such as Mr. McNeal for gas, oil changes, tires, or any maintenance for their vehicles, do they?
A. No.
Q. Uber does not pay independent drivers such as Mr. McNeal a stipend or a subsidy for

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their personal vehicles, do they?
A. No.
Q. Uber does not provide a cell phone to independent drivers such as Mr. McNeal, nor provide a subsidy for the cell phone, do they?
A. They do not.
Q. In fact, Mr. McNeal utilized his own personal cell phone to download the Uber app and submit whatever information was required pursuant to the TNC Act, correct?
A. That's correct.
Q. And conversely, Mr. Grainger also utilized his personal cell phone to download the rider version of the Uber app, correct?
A. That's correct.
Q. Okay. Uber does not require independent drivers such as Mr. McNeal to wear a uniform or a name tag, does it?
A. No, it does not.
Q. Okay. Uber does not set a schedule for independent drivers such as Mr. McNeal; is that correct?
A. That's correct.
Q. All right. Mr. McNeal was free to utilize the driver version of the Uber app

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provided that he met all of the qualifications as much or as little as he wanted. Is that true?
A. That's true.
Q. Uber does not set any minimum amount of time that independent drivers such as Mr. McNeal has to use the Uber app, does it?
A. It does not.
Q. Independent drivers such as Mr. McNeal are free to accept, decline, ignore, or cancel ride request when they choose to go online with a Uber app. Isn't that true?
A. That's correct, yes.
Q. Okay. Independent drivers such as Mr. McNeal do not report to a boss or have a supervisor at Uber, do they?
A. That's correct.
Q. And I know this is monotonous. I apologize. I'm just kind of covering -- covering my bases here.
A. Not a problem.
Q. Independent drivers such as Mr. McNeal are free to use other competing rideshare apps such as Lyft while utilizing the Uber -- driver version of the Uber app. Isn't that true?
A. Yes.

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Q. Independent drivers such as Mr. McNeal can decide when they get paid. They can opt to get paid daily or weekly. Isn't that true?
A. That's true.
Q. Now, as it relates to this case, I think you -- you mentioned earlier that Uber learned of Mr. Grainger's death when it was -- when it was served with this lawsuit; is that accurate?
A. That's correct.
Q. Okay. And you were asked a lot of questions by Oana about when access to the app may have been terminated as to Mr. McNeal. Let me just ask you this: What is waitlisting?
A. Waitlisting is when someone loses access to the platform for an expired document typically.
Q. Okay. Or maybe they don't have an active vehicle or -- it could be a number of things, correct?
A. Correct. Whatever it's -- they -- their documentation, whether it's a vehicle or their documentation isn't all together.
Q. Okay. I believe you mentioned that the last trip that Mr. McNeal used -- or excuse me -- did utilizing the driver version of the Uber app

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was in September of 2017; is that correct?
A. That's correct.
Q. Okay. It's my understanding that Mr. McNeal was waitlisted at least by late February of 2018. Is that your -- is that Uber's understanding?
A. Yes.
Q. Okay. And so I'm just going to put this in layman's terms. Does that basically mean that Mr. McNeal had not provided updated documentation or information about his vehicle that may have expired and therefore under the TNC he was not eligible to utilize or access leads through the driver version of the Uber app?
A. That's correct.
Q. Okay. And that's something that could easily be remedied by an independent driver if they submit the updated documentation, correct?
A. Yes.
Q. Okay. And Mr. McNeal just never did that, did he?
A. That's correct.
Q. Okay. And upon learning of the allegations of this lawsuit having been served, is that when Uber formally terminated his access

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to the driver version of the Uber app in April of 2020?
A. Sorry. Can you say that again?
Q. Sure. Having learned of the formal allegations against it after being served with the lawsuit, only then did Uber actually formally terminate Mr. McNeal's access to the driver version of the April -- of the Uber app in April of 2020, correct?
A. That's correct.
Q. Okay. Okay. Oh, finally, I want to ask you about driver screenings and representations made by Uber to the general public. Fair to say that Uber is required to obtain a background check and criminal history check of any prospective driver who wants to utilize the driver version of the Uber app before they're allowed to have that access?
A. That's fair to say.
Q. Okay. And whether it's called a screening or -- or background check, it's -- it's the same thing, correct?
A. That's my understanding, yes.
Q. And -- and the requirements of that background check or screening are dictated again

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by the South Carolina Transportation Network Company Act, correct?
A. That's correct.
Q. And we just walked through those. And there's also another element to that, too, as it relates to the vehicle, correct?
A. Yes. There's other requirements on the vehicle.
Q. Right.
A. We were talking about the person.
Q. Right. And we didn't go into those, but the TNC Act sets forth kind of with particularity basically elements to make sure that somebody who wants to operate as a TNC driver has a roadworthy vehicle, correct?
A. Yes.
Q. Okay. And to do that, they have to take their car to an authorized repair shop or -- or place where they do those inspections, and there's a form that has all of that -- the boxes need to be ticked from the TNC Act to make sure that it is, in fact, compliant with the TNC Act, correct?
A. That's correct, yes.
Q. And Mr. McNeal did that and provided

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that to -- to Uber in advance of gaining access to the driver version of the Uber app, correct?
A. Yes, that's one of the documents I reviewed.
Q. Okay. I know there was -- and it might have been semantics, but I think you clarified for Oana and I think we're all on the same page, Uber doesn't perform the background checks or screenings on its drivers, but rather third-party companies, accredited third-party companies such as Checkr do, correct?
A. That's correct.
Q. Okay. Fair to say that Uber represents to the public that background checks are performed on drivers who utilize the driver version of the Uber app before they gain access to the -- to the app?
A. That's fair.
Q. Okay. And that those background checks are performed annually?
A. Yes.
Q. And -- and those checks, I think it was a footnote, but those checks were subject to different requirements based on jurisdiction, correct?

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A. That's correct.
Q. Excuse me. And in South Carolina, anyway, just to be clear, those requirements of what a driver screening or background check con -- or consist of are set forth in the South Carolina Transportation Network Company Act, correct?
A. That's correct.
Q. And there was nothing in Mr. McNeal's background check performed by Checkr that would have resulted in him not being granted access to the driver version of the Uber app in 2014, 2015, 2016, or 2017, correct?
A. That's correct.
Q. Last question, the habitual offender, quote/unquote, those -- that was for minor violations under his driving record, correct?
A. That's my understanding, yes.
Q. Okay. Did you happen to look at those and see that it was some unpaid tickets?
A. I did see that, yes.
Q. Okay. Do you know what -- what criteria Checkr may use to -- to determine or use the phrase habitual offender?
A. I do not.

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Q. Okay. Whatever that may have been on the part of Checkr, you would agree that the background check, both criminal and driver motor vehicle history would not have disqualified Mr. McNeal from accessing the driver version of the Uber app?
A. That's correct.
Q. Okay. Give me one second. I think I'm done. I just want to review my notes.
MR. JONES: Can we take maybe a three-minute break, Oana?
THE WITNESS: She's nodding her head yes.
MR. JONES: Okay.
MS. JOHNSON: Yes. I didn't realize I was muted.
THE VIDEOGRAPHER: The time is 2:42 p.m., and we are off the record.
(Recess taken.)
THE VIDEOGRAPHER: The time is 2:45 p.m., and we're back on the record.
MR. JONES: Ben, I have no further questions. Thank you.
THE WITNESS: Thank you.
MR. JONES: Don't jump off yet.

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Make sure Oana --
MS. JOHNSON: Don't run.
Okay. I do have a couple of follow-up questions.
THE WITNESS: Okay.
MS. JOHNSON: So I'm going to pull up, unless Jay is nice enough to pull up the statute for me --
MR. JONES: Sure. Which one?
MS. JOHNSON: The 1650.
MR. JONES: Okay. Give me one second.
MS. JOHNSON: The section that you have highlighted, number four.
MR. JONES: Yeah. Do you see it?
MS. JOHNSON: Yeah.
MR. JONES: Okay. And I've highlighted the same section.

EXAMINATION

BY MS. JOHNSON:
Q. Is it fair to say that a driver that is under the influence of drugs and/or alcohol would be disqualified from driving, using the Uber app?
MR. JONES: Object to the form.
A. Yeah. I think I mentioned this earlier.

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If we receive feedback that someone's under the influence, they would lose access to the platform.

Q. You also testified earlier that there were complaints of Mr. McNeal's car smelling like marijuana, correct?

A. There was one complaint where weed was specifically called out, yes.

Q. Okay. What was -- what did Uber do in response to that complaint?

A. I don't know.

Q. Okay. Would being under the influence of marijuana disqualify Mr. McNeal from using the app?

MR. JONES: Object to the form.

A. Operating a vehicle under the influence of marijuana would disqualify anyone in South Carolina from using the app.

MR. JONES: Oh, sorry.

Q. Let's say that the driver provides a passenger -- a rider with illegal drugs like cocaine and they smoke together in the car. Would that disqualify the driver from using the app?

MR. JONES: Object to the form.

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A. Yes, if the rider or a third party or someone else were to write in and tell us about that incident, that would certainly be something that would result in loss of access to the platform, probably for both parties, not just for the driver.

Q. So Uber -- you -- is it your testimony today that Uber does not know whether it investigated the incident of Mr. McNeal's car smelling like marijuana?

MR. JONES: Object to the form.

A. I haven't seen any kind of communications related to that. I've only seen the feedback that the rider left for Mr. McNeal himself saying that the car smelled like weed.

MS. JOHNSON: Those are all the questions I have.

THE WITNESS: Thank you.

Jay?

MR. JONES: We're good.

THE VIDEOGRAPHER: This concludes the video deposition of Ben Carroll. The time is 2:48 p.m., and we are off the record.

(Deposition concluded at 2:49 p.m.)

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CERTIFICATE

I, Jessica Bolanos, Notary Public in and for the State of South Carolina, do hereby certify that the witness in the foregoing videotaped deposition was duly sworn to testify to the truth, the whole truth and nothing but the truth in the within-entitled cause; that said deposition took place virtually via video conference. The testimony of the witness and all objections made at the time of the examination were recorded stenographically by me and were thereafter transcribed by computer-aided transcription. The foregoing is a full, complete and true record of the testimony of the witness and of all objections made at the time of the examination.

I further certify that I am neither related to nor counsel for any party to the cause pending or interested in the events thereof.

Witness my hand, I have hereunto affixed my official seal at Charleston, Charleston County, on April 23, 2025.

Jessica Bolanos
My Commission expires
April 22, 2032

Driver	Request At	Begin Trip At	Dropoff At	Status	Product	Driver Rating	Rider Feedback	Rider Tags	Eater Feedbck	Eater Tags	Eater Thumbs Up(True)/Down(False)	Merchant Feedback	Merchant Tags	Merchant Thumbs Up(1)/False(0)
Jesse Mcnealjr	4/2/17 2:45 AM	4/2/17 2:53 AM	4/2/17 3:15 AM	completed	UberX									
Jesse Mcnealjr	4/2/17 1:55 AM	4/2/17 2:15 AM	4/2/17 2:32 AM	completed	UberX									
Jesse Mcnealjr	4/2/17 1:38 AM	4/2/17 1:51 AM	4/2/17 2:05 AM	completed	UberX	5								
Jesse Mcnealjr	4/2/17 1:36 AM			rider_canceled	UberX									
Jesse Mcnealjr	4/2/17 1:30 AM	4/2/17 1:36 AM	4/2/17 1:42 AM	completed	UberX									
Jesse Mcnealjr	4/1/17 9:55 PM	4/1/17 10:01 PM	4/1/17 10:07 PM	completed	UberX	5								
Jesse Mcnealjr	4/1/17 9:38 PM	4/1/17 9:49 PM	4/1/17 9:57 PM	completed	UberX									
Jesse Mcnealjr	4/1/17 9:28 PM	4/1/17 9:38 PM	4/1/17 9:45 PM	completed	UberX									
Jesse Mcnealjr	4/1/17 9:15 PM	4/1/17 9:25 PM	4/1/17 9:33 PM	completed	UberX									
Jesse Mcnealjr	4/1/17 9:09 PM	4/1/17 9:15 PM	4/1/17 9:21 PM	completed	UberX									
Jesse Mcnealjr	4/1/17 8:47 PM	4/1/17 8:57 PM	4/1/17 9:09 PM	completed	UberX	5								
Jesse Mcnealjr	4/1/17 8:35 PM	4/1/17 8:46 PM	4/1/17 8:53 PM	completed	UberX									
Jesse Mcnealjr	4/1/17 8:26 PM	4/1/17 8:33 PM	4/1/17 8:42 PM	completed	UberX									
Jesse Mcnealjr	4/1/17 8:21 PM	4/1/17 8:26 PM	4/1/17 8:31 PM	completed	UberX									
Jesse Mcnealjr	4/1/17 8:12 PM	4/1/17 8:18 PM	4/1/17 8:23 PM	completed	UberX									
Jesse Mcnealjr	3/31/17 10:16 PM	3/31/17 10:27 PM	3/31/17 10:46 PM	completed	UberX									
Jesse Mcnealjr	3/31/17 9:51 PM	3/31/17 9:57 PM	3/31/17 10:18 PM	completed	UberX	5								
Jesse Mcnealjr	3/31/17 9:38 PM	3/31/17 9:43 PM	3/31/17 9:50 PM	completed	UberX	5								
Jesse Mcnealjr	3/31/17 9:13 PM	3/31/17 9:21 PM	3/31/17 9:36 PM	completed	UberX	5								
Jesse Mcnealjr	3/30/17 12:14 AM			driver_canceled	UberX									
Jesse Mcnealjr	3/29/17 11:29 PM	3/29/17 11:39 PM	3/30/17 12:19 AM	completed	UberX									
Jesse Mcnealjr	3/29/17 11:17 PM	3/29/17 11:27 PM	3/29/17 11:31 PM	completed	UberX	5								
Jesse Mcnealjr	3/29/17 10:50 PM	3/29/17 10:53 PM	3/29/17 11:00 PM	completed	UberX									
Jesse Mcnealjr	3/28/17 10:21 PM	3/28/17 10:30 PM	3/28/17 10:53 PM	completed	UberX	5		made_me_laugh						
Jesse Mcnealjr	3/28/17 10:17 PM			rider_canceled	UberX									
Jesse Mcnealjr	3/28/17 9:50 PM	3/28/17 9:52 PM	3/28/17 9:58 PM	completed	UberX	5		great_conversation						
Jesse Mcnealjr	3/28/17 9:25 PM	3/28/17 9:32 PM	3/28/17 9:47 PM	completed	UberX									
Jesse Mcnealjr	3/22/17 12:16 AM	3/22/17 12:16 AM		driver_canceled	UberX									
Jesse Mcnealjr	3/21/17 11:37 PM	3/21/17 11:42 PM	3/22/17 12:14 AM	completed	UberX	5		made_me_laugh						
Jesse Mcnealjr	3/21/17 11:24 PM	3/21/17 11:31 PM	3/21/17 11:37 PM	completed	UberX									
Jesse Mcnealjr	3/21/17 10:12 PM	3/21/17 10:15 PM	3/21/17 10:30 PM	completed	UberX	4		professionalism						
Jesse Mcnealjr	3/21/17 9:41 PM	3/21/17 9:54 PM	3/21/17 10:06 PM	completed	UberX									
Jesse Mcnealjr	3/21/17 6:33 PM	3/21/17 6:39 PM	3/21/17 6:57 PM	completed	UberX	5								
Jesse Mcnealjr	3/21/17 6:04 PM	3/21/17 6:11 PM	3/21/17 6:31 PM	completed	UberX									
Jesse Mcnealjr	3/21/17 5:39 PM	3/21/17 5:54 PM	3/21/17 6:06 PM	completed	UberX									
Jesse Mcnealjr	3/21/17 5:26 PM			driver_canceled	UberX									
Jesse Mcnealjr	3/21/17 5:12 PM	3/21/17 5:18 PM	3/21/17 5:26 PM	completed	UberX	5								
Jesse Mcnealjr	3/21/17 12:00 AM	3/21/17 12:03 AM	3/21/17 12:08 AM	completed	UberX	5								
Jesse Mcnealjr	3/20/17 11:49 PM	3/20/17 11:54 PM	3/20/17 11:59 PM	completed	UberX									
Jesse Mcnealjr	3/20/17 11:14 PM	3/20/17 11:17 PM	3/20/17 11:38 PM	completed	UberX	5								
Jesse Mcnealjr	3/20/17 10:55 PM	3/20/17 11:05 PM	3/20/17 11:12 PM	completed	UberX									
Jesse Mcnealjr	3/20/17 10:42 PM	3/20/17 10:49 PM	3/20/17 10:54 PM	completed	UberX	3								
Jesse Mcnealjr	3/20/17 10:21 PM	3/20/17 10:29 PM	3/20/17 10:40 PM	completed	UberX									
Jesse Mcnealjr	3/20/17 10:08 PM	3/20/17 10:15 PM	3/20/17 10:20 PM	completed	UberX									
Jesse Mcnealjr	3/20/17 9:58 PM	3/20/17 10:05 PM	3/20/17 10:08 PM	completed	UberX									
Jesse Mcnealjr	3/20/17 9:44 PM	3/20/17 9:50 PM	3/20/17 9:57 PM	completed	UberX									
Jesse Mcnealjr	3/20/17 9:35 PM	3/20/17 9:39 PM	3/20/17 9:48 PM	completed	UberX									
Jesse Mcnealjr	3/20/17 9:18 PM	3/20/17 9:22 PM	3/20/17 9:35 PM	completed	UberX									
Jesse Mcnealjr	3/19/17 11:01 PM			driver_canceled	UberX									
Jesse Mcnealjr	3/19/17 10:45 PM	3/19/17 10:54 PM	3/19/17 11:04 PM	completed	UberX									
Jesse Mcnealjr	3/19/17 10:23 PM	3/19/17 10:36 PM	3/19/17 10:43 PM	completed	UberX									
Jesse Mcnealjr	3/19/17 10:08 PM	3/19/17 10:23 PM	3/19/17 10:30 PM	completed	UberX									
Jesse Mcnealjr	3/19/17 9:39 PM			rider_canceled	UberX									
Jesse Mcnealjr	3/19/17 9:34 PM	3/19/17 9:38 PM	3/19/17 9:44 PM	completed	UberX									
Jesse Mcnealjr	3/19/17 12:36 PM	3/19/17 12:41 PM	3/19/17 1:10 PM	completed	UberX									
Jesse Mcnealjr	3/19/17 12:29 PM	3/19/17 12:33 PM	3/19/17 12:39 PM	completed	UberX									
Jesse Mcnealjr	3/19/17 11:56 AM	3/19/17 12:06 PM	3/19/17 12:28 PM	completed	UberX									
Jesse Mcnealjr	3/18/17 10:33 PM	3/18/17 10:35 PM	3/18/17 10:45 PM	completed	UberX									
Jesse Mcnealjr	3/18/17 10:12 PM			driver_canceled	UberX									
Jesse Mcnealjr	3/18/17 9:59 PM	3/18/17 10:05 PM	3/18/17 10:18 PM	completed	UberX	5								
Jesse Mcnealjr	3/18/17 9:52 PM	3/18/17 9:57 PM	3/18/17 10:04 PM	completed	UberX									
Jesse Mcnealjr	3/18/17 9:34 PM	3/18/17 9:42 PM	3/18/17 9:53 PM	completed	UberX									
Jesse Mcnealjr	3/18/17 9:17 PM	3/18/17 9:26 PM	3/18/17 9:33 PM	completed	UberX	5								
Jesse Mcnealjr	3/18/17 9:00 PM	3/18/17 9:04 PM	3/18/17 9:17 PM	completed	UberX									
Jesse Mcnealjr	3/18/17 8:50 PM	3/18/17 8:53 PM	3/18/17 9:00 PM	completed	UberX									
Jesse Mcnealjr	3/18/17 8:39 PM	3/18/17 8:44 PM	3/18/17 8:50 PM	completed	UberX									
Jesse Mcnealjr	3/18/17 8:24 PM	3/18/17 8:32 PM	3/18/17 8:39 PM	completed	UberX									
Jesse Mcnealjr	3/18/17 7:56 PM	3/18/17 8:01 PM	3/18/17 8:20 PM	completed	UberX									
Jesse Mcnealjr	3/18/17 7:37 PM	3/18/17 7:52 PM	3/18/17 7:58 PM	completed	UberX									
Jesse Mcnealjr	3/18/17 7:15 PM	3/18/17 7:23 PM	3/18/17 7:40 PM	completed	UberX	5	Kindest Uber driver! Thanks so much!	great_conversation						
Jesse Mcnealjr	3/17/17 12:32 AM			rider_canceled	UberX									
Jesse Mcnealjr	3/17/17 12:23 AM	3/17/17 12:26 AM	3/17/17 12:31 AM	completed	UberX	5								
Jesse Mcnealjr	3/17/17 12:12 AM	3/17/17 12:20 AM	3/17/17 12:23 AM	completed	UberX	5								
Jesse Mcnealjr	3/16/17 11:47 PM	3/16/17 11:54 PM	3/17/17 12:01 AM	completed	UberX	5								
Jesse Mcnealjr	3/16/17 11:29 PM	3/16/17 11:35 PM	3/16/17 11:44 PM	completed	UberX									
Jesse Mcnealjr	3/16/17 11:22 PM	3/16/17 11:28 PM	3/16/17 11:31 PM	completed	UberX									
Jesse Mcnealjr	3/16/17 11:16 PM	3/16/17 11:21 PM	3/16/17 11:24 PM	completed	UberX	5								
Jesse Mcnealjr	3/16/17 11:00 PM	3/16/17 11:01 PM	3/16/17 11:15 PM	completed	UberX	5								
Jesse Mcnealjr	3/16/17 10:43 PM	3/16/17 10:53 PM	3/16/17 11:00 PM	completed	UberX									
Jesse Mcnealjr	3/15/17 9:24 PM	3/15/17 9:28 PM	3/15/17 9:32 PM	completed	UberX									
Jesse Mcnealjr	3/15/17 9:09 PM	3/15/17 9:19 PM	3/15/17 9:24 PM	completed	UberX	5								
Jesse Mcnealjr	3/15/17 8:28 PM	3/15/17 8:41 PM	3/15/17 8:59 PM	completed	UberX									
Jesse Mcnealjr	3/15/17 7:57 PM	3/15/17 8:09 PM	3/15/17 8:27 PM	completed	UberX	5		awesome_dj						
Jesse Mcnealjr	3/15/17 7:57 PM	3/15/17 8:09 PM	3/15/17 8:27 PM	fare_split	UberX									

EXHIBIT 2

ELECTRONICALLY FILED - 2025 Aug 23 8:26 PM - CHARLESTON - COMMON PLEAS - CASE#2020CP1001553

Driver	Request At	Begin Trip At	Dropoff At	Status	Product	Driver Rating	Rider Feedback	Rider Tags	Eater Feedbck	Eater Tags	Eater Thumbs Up(True)/Down(False)	Merchant Feedback	Merchant Tags	Merchant Thumbs Up(1)/False(0)
Jesse Mcnealjr	3/12/17 2:28 PM	3/12/17 2:31 PM	3/12/17 2:37 PM	completed	UberX									
Jesse Mcnealjr	3/12/17 2:10 PM	3/12/17 2:12 PM	3/12/17 2:21 PM	completed	UberX									
Jesse Mcnealjr	3/12/17 1:56 PM	3/12/17 2:08 PM	3/12/17 2:11 PM	completed	UberX									
Jesse Mcnealjr	3/12/17 3:52 AM	3/12/17 3:55 AM	3/12/17 4:09 AM	completed	UberX									
Jesse Mcnealjr	3/12/17 3:28 AM	3/12/17 3:36 AM	3/12/17 3:43 AM	completed	UberX									
Jesse Mcnealjr	3/12/17 1:39 AM	3/12/17 1:53 AM	3/12/17 3:21 AM	completed	UberX									
Jesse Mcnealjr	3/12/17 12:50 AM	3/12/17 1:11 AM	3/12/17 1:32 AM	completed	UberX	5								
Jesse Mcnealjr	3/12/17 12:26 AM	3/12/17 12:45 AM	3/12/17 12:56 AM	completed	UberX	5								
Jesse Mcnealjr	3/9/17 11:03 PM	3/9/17 11:16 PM	3/9/17 11:25 PM	completed	UberX									
Jesse Mcnealjr	3/9/17 11:03 PM	3/9/17 11:16 PM	3/9/17 11:25 PM	fare_split	UberX									
Jesse Mcnealjr	3/9/17 11:03 PM	3/9/17 11:16 PM	3/9/17 11:25 PM	fare_split	UberX									
Jesse Mcnealjr	3/9/17 10:52 PM	3/9/17 11:01 PM	3/9/17 11:11 PM	completed	UberX	5	First ride with Uber. He was personable, quick, and knew the area.							
Jesse Mcnealjr	3/9/17 10:43 PM	3/9/17 10:47 PM	3/9/17 10:52 PM	completed	UberX									
Jesse Mcnealjr	3/9/17 10:33 PM	3/9/17 10:38 PM	3/9/17 10:41 PM	completed	UberX									
Jesse Mcnealjr	3/9/17 10:31 PM			rider_canceled	UberX									
Jesse Mcnealjr	3/9/17 10:19 PM	3/9/17 10:24 PM	3/9/17 10:30 PM	completed	UberX	5								
Jesse Mcnealjr	3/2/17 12:01 AM	3/2/17 12:04 AM	3/2/17 12:13 AM	completed	UberX	5								
Jesse Mcnealjr	3/2/17 12:01 AM	3/2/17 12:04 AM	3/2/17 12:13 AM	fare_split	UberX									
Jesse Mcnealjr	3/1/17 11:54 PM	3/1/17 11:56 PM	3/2/17 12:02 AM	completed	UberX									
Jesse Mcnealjr	3/1/17 10:41 PM	3/1/17 10:49 PM	3/1/17 11:07 PM	completed	UberX									
Jesse Mcnealjr	3/1/17 10:12 PM	3/1/17 10:26 PM	3/1/17 10:37 PM	completed	UberX									
Jesse Mcnealjr	3/1/17 9:55 PM	3/1/17 10:03 PM	3/1/17 10:12 PM	completed	UberX									
Jesse Mcnealjr	3/1/17 9:49 PM	3/1/17 9:53 PM	3/1/17 9:59 PM	completed	UberX									
Jesse Mcnealjr	3/1/17 9:20 PM	3/1/17 9:32 PM	3/1/17 9:49 PM	completed	UberX									
Jesse Mcnealjr	2/27/17 10:37 PM			driver_canceled	UberX									
Jesse Mcnealjr	2/27/17 10:36 PM			rider_canceled	UberX									
Jesse Mcnealjr	2/27/17 10:16 PM	2/27/17 10:19 PM	2/27/17 10:25 PM	completed	UberX									
Jesse Mcnealjr	2/27/17 10:07 PM	2/27/17 10:12 PM	2/27/17 10:17 PM	completed	UberX									
Jesse Mcnealjr	2/27/17 9:46 PM	2/27/17 9:59 PM	2/27/17 10:03 PM	completed	UberX	5								
Jesse Mcnealjr	2/27/17 8:47 PM	2/27/17 9:01 PM	2/27/17 9:17 PM	completed	UberX	5		navigation,cleanliness,driving, professionalism,pickup						
Jesse Mcnealjr	2/26/17 11:32 PM			rider_canceled	UberX									
Jesse Mcnealjr	2/26/17 10:57 PM	2/26/17 11:32 PM	2/27/17 12:07 AM	completed	UberX	4								
Jesse Mcnealjr	2/26/17 10:38 PM	2/26/17 10:47 PM	2/26/17 11:00 PM	completed	UberX	5		neat_and_tidy						
Jesse Mcnealjr	2/26/17 10:09 PM	2/26/17 10:26 PM	2/26/17 10:40 PM	completed	UberX	5		excellent_service						
Jesse Mcnealjr	3/27/16 2:33 AM	3/27/16 2:38 AM	3/27/16 2:48 AM	completed	UberX	5								
Jesse Mcnealjr	3/27/16 1:56 AM	3/27/16 2:07 AM	3/27/16 2:15 AM	completed	UberX	5								
Jesse Mcnealjr	3/27/16 1:30 AM	3/27/16 1:39 AM	3/27/16 2:01 AM	completed	UberX									
Jesse Mcnealjr	3/27/16 1:04 AM	3/27/16 1:14 AM	3/27/16 1:32 AM	completed	UberX									
Jesse Mcnealjr	3/26/16 10:34 PM	3/26/16 10:39 PM	3/26/16 10:43 PM	completed	UberX	3								
Jesse Mcnealjr	3/26/16 10:24 PM	3/26/16 10:29 PM	3/26/16 10:35 PM	completed	UberX	5								
Jesse Mcnealjr	3/26/16 9:57 PM	3/26/16 10:06 PM	3/26/16 10:24 PM	completed	UberX	5								
Jesse Mcnealjr	3/26/16 9:53 PM			driver_canceled	UberX									
Jesse Mcnealjr	3/26/16 9:21 PM	3/26/16 9:31 PM	3/26/16 9:47 PM	completed	UberX									
Jesse Mcnealjr	3/26/16 9:01 PM	3/26/16 9:09 PM	3/26/16 9:16 PM	completed	UberX	5								
Jesse Mcnealjr	3/26/16 8:25 PM	3/26/16 8:38 PM	3/26/16 8:50 PM	completed	UberX	5								
Jesse Mcnealjr	3/23/16 9:34 AM	3/23/16 9:37 AM		driver_canceled	UberX									
Jesse Mcnealjr	3/23/16 9:13 AM	3/23/16 9:16 AM	3/23/16 9:29 AM	completed	UberX	4								
Jesse Mcnealjr	3/23/16 8:54 AM	3/23/16 9:00 AM	3/23/16 9:04 AM	completed	UberX	5								
Jesse Mcnealjr	3/21/16 8:47 AM	3/21/16 8:54 AM	3/21/16 9:22 AM	completed	UberX									
Jesse Mcnealjr	3/21/16 8:09 AM	3/21/16 8:19 AM	3/21/16 8:32 AM	completed	UberX									
Jesse Mcnealjr	3/18/16 1:50 AM	3/18/16 2:08 AM	3/18/16 2:21 AM	completed	UberX	5								
Jesse Mcnealjr	3/18/16 1:22 AM	3/18/16 1:30 AM	3/18/16 1:45 AM	completed	UberX	1	Why was I double charged?	general						
Jesse Mcnealjr	3/17/16 11:29 PM	3/17/16 11:38 PM	3/18/16 12:19 AM	completed	UberX	5								
Jesse Mcnealjr	3/15/16 5:00 PM	3/15/16 5:03 PM	3/15/16 5:33 PM	completed	UberX	5								
Jesse Mcnealjr	3/15/16 4:42 PM	3/15/16 4:50 PM	3/15/16 5:01 PM	completed	UberX	5								
Jesse Mcnealjr	3/15/16 4:04 PM	3/15/16 4:07 PM	3/15/16 4:41 PM	completed	UberX	5								
Jesse Mcnealjr	3/15/16 3:18 PM	3/15/16 3:31 PM	3/15/16 4:03 PM	completed	UberX	5								
Jesse Mcnealjr	3/6/16 8:47 AM	3/6/16 8:57 AM	3/6/16 9:17 AM	completed	UberX									
Jesse Mcnealjr	3/6/16 8:30 AM	3/6/16 8:34 AM	3/6/16 8:47 AM	completed	UberX	5								
Jesse Mcnealjr	3/6/16 7:58 AM	3/6/16 8:03 AM	3/6/16 8:23 AM	completed	UberX	5								
Jesse Mcnealjr	3/6/16 7:31 AM	3/6/16 7:37 AM	3/6/16 7:48 AM	completed	UberX									
Jesse Mcnealjr	2/28/16 2:29 PM	2/28/16 2:36 PM	2/28/16 2:39 PM	completed	UberX	5								
Jesse Mcnealjr	2/28/16 2:15 PM	2/28/16 2:20 PM	2/28/16 2:32 PM	completed	UberX	5								
Jesse Mcnealjr	2/28/16 10:58 AM	2/28/16 11:03 AM	2/28/16 11:13 AM	completed	UberX	4								
Jesse Mcnealjr	2/28/16 10:15 AM	2/28/16 10:19 AM	2/28/16 10:33 AM	completed	UberX	5								
Jesse Mcnealjr	2/28/16 9:40 AM	2/28/16 9:49 AM	2/28/16 10:06 AM	completed	UberX	5								
Jesse Mcnealjr	2/28/16 8:18 AM	2/28/16 8:21 AM	2/28/16 8:36 AM	completed	UberX									
Jesse Mcnealjr	2/27/16 10:23 PM	2/27/16 10:30 PM	2/27/16 10:39 PM	completed	UberX									
Jesse Mcnealjr	2/27/16 10:07 PM	2/27/16 10:17 PM	2/27/16 10:22 PM	completed	UberX	5								
Jesse Mcnealjr	2/27/16 9:58 PM	2/27/16 10:01 PM	2/27/16 10:06 PM	completed	UberX	4								
Jesse Mcnealjr	2/27/16 9:53 PM	2/27/16 9:55 PM	2/27/16 10:00 PM	completed	UberX	5								
Jesse Mcnealjr	2/27/16 9:31 PM	2/27/16 9:34 PM	2/27/16 9:54 PM	completed	UberX	5								
Jesse Mcnealjr	2/27/16 9:20 PM	2/27/16 9:26 PM	2/27/16 9:31 PM	completed	UberX									
Jesse Mcnealjr	2/27/16 9:07 PM	2/27/16 9:13 PM	2/27/16 9:19 PM	completed	UberX									
Jesse Mcnealjr	2/27/16 8:49 PM	2/27/16 8:55 PM	2/27/16 9:04 PM	completed	UberX	5								
Jesse Mcnealjr	2/27/16 8:39 PM	2/27/16 8:41 PM	2/27/16 8:48 PM	completed	UberX	5								
Jesse Mcnealjr	2/27/16 8:18 PM	2/27/16 8:22 PM		driver_canceled	UberX									
Jesse Mcnealjr	2/27/16 8:02 PM	2/27/16 8:08 PM	2/27/16 8:19 PM	completed	UberX	5								
Jesse Mcnealjr	2/27/16 7:41 PM	2/27/16 7:44 PM	2/27/16 7:58 PM	completed	UberX	5								
Jesse Mcnealjr	2/20/16 7:45 AM	2/20/16 7:49 AM	2/20/16 7:54 AM	completed	UberX									
Jesse Mcnealjr	2/19/16 8:04 PM	2/19/16 8:10 PM	2/19/16 8:18 PM	completed	UberX	5								
Jesse Mcnealjr	2/19/16 7:30 PM	2/19/16 7:48 PM	2/19/16 8:06 PM	completed	UberX									

ELECTRONICALLY FILED - 2025 Aug 23 8:26 PM - CHARLESTON - COMMON PLEAS - CASE#2020CP1001553

Uber-Rasier 00086 [9738-3]

Driver	Request At	Begin Trip At	Dropoff At	Status	Product	Driver Rating	Rider Feedback	Rider Tags	Eater Feedbck	Eater Tags	Eater Thumbs Up(True)/Down(False)	Merchant Feedback	Merchant Tags	Merchant Thumbs Up(1)/False(0)
Jesse Mcnealjr	2/19/16 7:28 PM			rider_canceled	UberX									
Jesse Mcnealjr	2/19/16 7:11 PM	2/19/16 7:19 PM	2/19/16 7:28 PM	completed	UberX	4								
Jesse Mcnealjr	2/19/16 6:49 PM	2/19/16 7:01 PM	2/19/16 7:08 PM	completed	UberX	5								
Jesse Mcnealjr	11/1/15 3:34 AM	11/1/15 3:38 AM	11/1/15 3:51 AM	completed	UberX	5								
Jesse Mcnealjr	11/1/15 3:15 AM	11/1/15 3:23 AM	11/1/15 3:30 AM	completed	UberX									
Jesse Mcnealjr	11/1/15 2:28 AM	11/1/15 2:41 AM	11/1/15 3:09 AM	completed	UberX									
Jesse Mcnealjr	11/1/15 1:59 AM	11/1/15 1:04 AM	11/1/15 1:16 AM	completed	UberX	5								
Jesse Mcnealjr	11/1/15 1:36 AM	11/1/15 1:41 AM	11/1/15 2:02 AM	completed	UberX	5								
Jesse Mcnealjr	11/1/15 1:36 AM	11/1/15 1:43 AM	11/1/15 1:53 AM	completed	UberX									
Jesse Mcnealjr	11/1/15 1:25 AM	11/1/15 1:28 AM	11/1/15 1:34 AM	completed	UberX	5								
Jesse Mcnealjr	11/1/15 1:24 AM	11/1/15 1:27 AM	11/1/15 1:35 AM	completed	UberX									
Jesse Mcnealjr	11/1/15 1:00 AM	11/1/15 1:05 AM	11/1/15 1:20 AM	completed	UberX									
Jesse Mcnealjr	11/1/15 12:20 AM	11/1/15 12:27 AM	11/1/15 1:00 AM	completed	UberX									
Jesse Mcnealjr	11/1/15 12:05 AM	11/1/15 12:13 AM	11/1/15 12:20 AM	completed	UberX									
Jesse Mcnealjr	10/31/15 10:41 PM	10/31/15 10:46 PM	10/31/15 10:53 PM	completed	UberX									
Jesse Mcnealjr	10/31/15 10:27 PM	10/31/15 10:30 PM	10/31/15 10:39 PM	completed	UberX	5								
Jesse Mcnealjr	10/31/15 10:23 PM	10/31/15 10:24 PM		rider_canceled	UberX									
Jesse Mcnealjr	10/31/15 10:13 PM	10/31/15 10:16 PM	10/31/15 10:22 PM	completed	UberX									
Jesse Mcnealjr	10/31/15 9:53 PM	10/31/15 9:58 PM	10/31/15 10:04 PM	completed	UberX	5								
Jesse Mcnealjr	10/31/15 9:27 PM	10/31/15 9:32 PM	10/31/15 9:47 PM	completed	UberX									
Jesse Mcnealjr	10/31/15 6:38 PM	10/31/15 6:40 PM	10/31/15 6:49 PM	completed	UberX	5								
Jesse Mcnealjr	10/31/15 6:12 PM	10/31/15 6:19 PM	10/31/15 6:35 PM	completed	UberX	4								
Jesse Mcnealjr	10/31/15 5:49 PM	10/31/15 5:53 PM	10/31/15 6:10 PM	completed	UberX	5								
Jesse Mcnealjr	10/31/15 5:36 PM	10/31/15 5:39 PM	10/31/15 5:46 PM	completed	UberX	3	Good	general						
Jesse Mcnealjr	10/31/15 4:57 PM	10/31/15 5:04 PM	10/31/15 5:17 PM	completed	UberX	5								
Jesse Mcnealjr	10/31/15 11:02 AM	10/31/15 11:08 AM	10/31/15 11:22 AM	completed	UberX									
Jesse Mcnealjr	10/31/15 10:44 AM	10/31/15 10:54 AM	10/31/15 10:58 AM	completed	UberX									
Jesse Mcnealjr	10/31/15 10:34 AM	10/31/15 10:36 AM	10/31/15 10:42 AM	completed	UberX	5								
Jesse Mcnealjr	10/31/15 10:20 AM	10/31/15 10:26 AM	10/31/15 10:32 AM	completed	UberX	3								
Jesse Mcnealjr	10/31/15 9:54 AM	10/31/15 10:02 AM	10/31/15 10:13 AM	completed	UberX	5								
Jesse Mcnealjr	10/30/15 11:17 AM	10/30/15 11:22 AM	10/30/15 11:26 AM	completed	UberX	5								
Jesse Mcnealjr	10/30/15 10:16 AM	10/30/15 10:20 AM	10/30/15 10:48 AM	completed	UberX	5								
Jesse Mcnealjr	10/30/15 9:49 AM	10/30/15 9:54 AM	10/30/15 10:10 AM	completed	UberX									
Jesse Mcnealjr	10/30/15 9:17 AM	10/30/15 9:25 AM	10/30/15 9:42 AM	completed	UberX	4								
Jesse Mcnealjr	10/28/15 7:25 PM			rider_canceled	UberX									
Jesse Mcnealjr	10/28/15 5:56 PM	10/28/15 6:06 PM	10/28/15 6:15 PM	completed	UberX	5	Greatest \n	general						
Jesse Mcnealjr	10/28/15 5:47 PM	10/28/15 5:50 PM	10/28/15 5:56 PM	completed	UberX	5								
Jesse Mcnealjr	10/28/15 5:33 PM	10/28/15 5:40 PM	10/28/15 5:46 PM	completed	UberX	5								
Jesse Mcnealjr	10/18/15 2:32 PM	10/18/15 2:46 PM	10/18/15 2:58 PM	completed	UberX	5								
Jesse Mcnealjr	10/18/15 1:15 PM			rider_canceled	UberX									
Jesse Mcnealjr	10/18/15 12:46 PM	10/18/15 12:48 PM	10/18/15 1:12 PM	completed	UberX	5								
Jesse Mcnealjr	10/18/15 12:10 PM	10/18/15 12:21 PM	10/18/15 12:35 PM	completed	UberX									
Jesse Mcnealjr	10/18/15 10:55 AM	10/18/15 10:58 AM	10/18/15 11:16 AM	completed	UberX	3	car was smoky. my wife had to use her inhaler after getting out	general						
Jesse Mcnealjr	10/18/15 10:43 AM	10/18/15 10:46 AM	10/18/15 10:53 AM	completed	UberX	1	His car smelled like weed :/	car_quality						
Jesse Mcnealjr	10/18/15 4:07 AM	10/18/15 4:16 AM	10/18/15 4:31 AM	completed	UberX									
Jesse Mcnealjr	10/18/15 3:40 AM	10/18/15 3:47 AM	10/18/15 3:51 AM	completed	UberX									
Jesse Mcnealjr	10/18/15 3:14 AM	10/18/15 3:17 AM	10/18/15 3:39 AM	completed	UberX									
Jesse Mcnealjr	10/18/15 2:37 AM	10/18/15 2:42 AM	10/18/15 3:03 AM	completed	UberX	5								
Jesse Mcnealjr	10/18/15 1:16 AM	10/18/15 1:21 AM	10/18/15 1:34 AM	completed	UberX									
Jesse Mcnealjr	10/18/15 1:01 AM	10/18/15 1:05 AM	10/18/15 1:14 AM	completed	UberX	5								
Jesse Mcnealjr	10/18/15 12:41 AM	10/18/15 12:44 AM	10/18/15 12:53 AM	completed	UberX	5								
Jesse Mcnealjr	10/17/15 11:05 PM	10/17/15 11:08 PM	10/17/15 11:18 PM	completed	UberX									
Jesse Mcnealjr	10/17/15 10:47 PM	10/17/15 10:51 PM	10/17/15 11:00 PM	completed	UberX									
Jesse Mcnealjr	10/17/15 10:45 PM			rider_canceled	UberX									
Jesse Mcnealjr	10/17/15 10:31 PM	10/17/15 10:37 PM	10/17/15 10:44 PM	completed	UberX	5								
Jesse Mcnealjr	10/17/15 10:21 PM	10/17/15 10:25 PM	10/17/15 10:31 PM	completed	UberX									
Jesse Mcnealjr	10/17/15 2:07 AM	10/17/15 2:18 AM	10/17/15 2:29 AM	completed	UberX	4								
Jesse Mcnealjr	10/17/15 12:34 AM	10/17/15 12:41 AM	10/17/15 12:51 AM	completed	UberX									
Jesse Mcnealjr	10/17/15 12:24 AM	10/17/15 12:27 AM	10/17/15 12:32 AM	completed	UberX									
Jesse Mcnealjr	10/17/15 12:09 AM	10/17/15 12:11 AM	10/17/15 12:19 AM	completed	UberX	5	Clean and nice!	general						
Jesse Mcnealjr	10/17/15 12:09 AM			rider_canceled	UberX									
Jesse Mcnealjr	10/16/15 11:49 PM	10/16/15 11:53 PM	10/17/15 12:07 AM	completed	UberX	5								
Jesse Mcnealjr	10/16/15 11:26 PM	10/16/15 11:33 PM	10/16/15 11:45 PM	completed	UberX									
Jesse Mcnealjr	10/16/15 11:17 PM	10/16/15 11:21 PM	10/16/15 11:26 PM	completed	UberX	5								
Jesse Mcnealjr	10/16/15 11:44 AM			rider_canceled	UberX									
Jesse Mcnealjr	10/16/15 11:01 AM	10/16/15 11:09 AM	10/16/15 11:33 AM	completed	UberX	5								
Jesse Mcnealjr	10/16/15 10:39 AM	10/16/15 10:49 AM	10/16/15 10:57 AM	completed	UberX									
Jesse Mcnealjr	10/16/15 10:22 AM	10/16/15 10:24 AM	10/16/15 10:30 AM	completed	UberX	5								
Jesse Mcnealjr	10/16/15 10:11 AM	10/16/15 10:14 AM	10/16/15 10:21 AM	completed	UberX	5								
Jesse Mcnealjr	10/16/15 9:27 AM	10/16/15 9:47 AM	10/16/15 10:04 AM	completed	UberX									
Jesse Mcnealjr	10/16/15 9:01 AM			rider_canceled	UberX									
Jesse Mcnealjr	10/16/15 8:23 AM	10/16/15 8:40 AM	10/16/15 8:55 AM	completed	UberX	4								
Jesse Mcnealjr	10/15/15 10:29 PM			rider_canceled	UberX									
Jesse Mcnealjr	10/15/15 10:18 PM			rider_canceled	UberX									
Jesse Mcnealjr	10/15/15 10:06 PM	10/15/15 10:08 PM	10/15/15 10:17 PM	completed	UberX	5								
Jesse Mcnealjr	10/15/15 9:52 PM	10/15/15 9:59 PM	10/15/15 9:59 PM	completed	UberX	5								
Jesse Mcnealjr	10/15/15 9:33 PM	10/15/15 9:41 PM	10/15/15 9:52 PM	completed	UberX	5								
Jesse Mcnealjr	10/15/15 9:25 PM	10/15/15 9:29 PM	10/15/15 9:33 PM	completed	UberX									
Jesse Mcnealjr	10/15/15 7:40 PM	10/15/15 7:47 PM	10/15/15 8:05 PM	completed	UberX	5								
Jesse Mcnealjr	10/15/15 12:30 PM	10/15/15 12:34 PM	10/15/15 12:43 PM	completed	UberX	3								
Jesse Mcnealjr	10/15/15 12:00 PM	10/15/15 12:09 PM	10/15/15 12:26 PM	completed	UberX	5								
Jesse Mcnealjr	10/15/15 11:57 AM			rider_canceled	UberX									
Jesse Mcnealjr	10/15/15 11:51 AM			rider_canceled	UberX									

ELECTRONICALLY FILED - 2025 Aug 23 8:26 PM - CHARLESTON - COMMON PLEAS - CASE#2020CP1001553

Driver	Request At	Begin Trip At	Dropoff At	Status	Product	Driver Rating	Rider Feedback	Rider Tags	Eater Feedbck	Eater Tags	Eater Thumbs Up(True)/Down(False)	Merchant Feedback	Merchant Tags	Merchant Thumbs Up(1)/False(0)
Jesse Mcnealjr	10/15/15 8:18 AM	10/15/15 8:30 AM	10/15/15 8:46 AM	completed	UberX	5								
Jesse Mcnealjr	10/15/15 12:32 AM	10/15/15 12:37 AM	10/15/15 12:44 AM	completed	UberX	5								
Jesse Mcnealjr	10/15/15 12:07 AM	10/15/15 12:10 AM	10/15/15 12:30 AM	completed	UberX									
Jesse Mcnealjr	10/14/15 11:57 PM	10/15/15 12:04 AM	10/15/15 12:06 AM	completed	UberX	1								
Jesse Mcnealjr	10/14/15 11:46 PM	10/14/15 11:49 PM	10/14/15 11:55 PM	completed	UberX	5								
Jesse Mcnealjr	10/14/15 11:28 PM	10/14/15 11:31 PM	10/14/15 11:35 PM	completed	UberX									
Jesse Mcnealjr	10/14/15 11:15 PM	10/14/15 11:23 PM	10/14/15 11:25 PM	completed	UberX	5								
Jesse Mcnealjr	10/14/15 11:00 PM	10/14/15 11:04 PM	10/14/15 11:15 PM	completed	UberX	1								
Jesse Mcnealjr	10/14/15 7:54 PM	10/14/15 7:58 PM	10/14/15 8:04 PM	completed	UberX									
Jesse Mcnealjr	10/13/15 8:14 AM	10/13/15 8:24 AM	10/13/15 8:39 AM	completed	UberX	5								
Jesse Mcnealjr	10/12/15 9:30 PM	10/12/15 9:46 PM	10/12/15 9:49 PM	completed	UberX	5								
Jesse Mcnealjr	10/12/15 9:08 PM	10/12/15 9:14 PM	10/12/15 9:19 PM	completed	UberX									
Jesse Mcnealjr	10/12/15 10:34 AM	10/12/15 10:41 AM	10/12/15 10:57 AM	completed	UberX									
Jesse Mcnealjr	10/12/15 10:22 AM	10/12/15 10:31 AM	10/12/15 10:33 AM	completed	UberX	5								
Jesse Mcnealjr	10/12/15 9:45 AM	10/12/15 10:02 AM	10/12/15 10:20 AM	completed	UberX	3								
Jesse Mcnealjr	10/12/15 9:14 AM	10/12/15 9:16 AM	10/12/15 9:33 AM	completed	UberX	5								
Jesse Mcnealjr	10/12/15 9:00 AM	10/12/15 9:04 AM	10/12/15 9:13 AM	completed	UberX	5								
Jesse Mcnealjr	10/12/15 8:46 AM			driver_canceled	UberX									
Jesse Mcnealjr	10/11/15 11:41 PM	10/11/15 11:45 PM	10/11/15 11:52 PM	completed	UberX									
Jesse Mcnealjr	10/11/15 11:11 PM			rider_canceled	UberX									
Jesse Mcnealjr	10/11/15 10:58 PM	10/11/15 11:01 PM	10/11/15 11:06 PM	completed	UberX	5								
Jesse Mcnealjr	10/11/15 8:39 PM	10/11/15 8:46 PM	10/11/15 8:55 PM	completed	UberX	5								
Jesse Mcnealjr	10/11/15 8:21 PM	10/11/15 8:27 PM	10/11/15 8:31 PM	completed	UberX									
Jesse Mcnealjr	10/11/15 8:09 PM	10/11/15 8:14 PM	10/11/15 8:20 PM	completed	UberX	5								
Jesse Mcnealjr	10/11/15 7:57 PM	10/11/15 8:00 PM	10/11/15 8:08 PM	completed	UberX	5								
Jesse Mcnealjr	10/11/15 7:37 PM	10/11/15 7:43 PM	10/11/15 7:47 PM	completed	UberX									
Jesse Mcnealjr	10/11/15 1:49 AM	10/11/15 1:54 AM	10/11/15 2:06 AM	completed	UberX	5								
Jesse Mcnealjr	10/11/15 1:23 AM	10/11/15 1:35 AM	10/11/15 1:47 AM	completed	UberX	5								
Jesse Mcnealjr	10/11/15 1:13 AM	10/11/15 1:19 AM	10/11/15 1:24 AM	completed	UberX	4								
Jesse Mcnealjr	10/11/15 12:35 AM	10/11/15 12:44 AM	10/11/15 12:54 AM	completed	UberX									
Jesse Mcnealjr	10/11/15 12:09 AM	10/11/15 12:14 AM	10/11/15 12:34 AM	completed	UberX	5								
Jesse Mcnealjr	10/11/15 12:00 AM	10/11/15 12:03 AM	10/11/15 12:08 AM	completed	UberX									
Jesse Mcnealjr	10/10/15 11:38 PM	10/10/15 11:47 PM	10/10/15 11:58 PM	completed	UberX	5								
Jesse Mcnealjr	10/10/15 11:26 PM	10/10/15 11:32 PM	10/10/15 11:37 PM	completed	UberX	5								
Jesse Mcnealjr	10/10/15 11:22 PM			rider_canceled	UberX									
Jesse Mcnealjr	10/10/15 12:45 PM	10/10/15 1:03 PM	10/10/15 1:10 PM	completed	UberX	5								
Jesse Mcnealjr	10/10/15 12:28 PM	10/10/15 12:36 PM	10/10/15 12:45 PM	completed	UberX	5								
Jesse Mcnealjr	10/10/15 10:12 AM	10/10/15 10:25 AM	10/10/15 10:33 AM	completed	UberX	5								
Jesse Mcnealjr	10/9/15 9:58 PM	10/9/15 10:02 PM	10/9/15 10:06 PM	completed	UberX	4								
Jesse Mcnealjr	10/9/15 9:49 PM	10/9/15 9:51 PM	10/9/15 9:57 PM	completed	UberX									
Jesse Mcnealjr	10/9/15 9:36 PM			rider_canceled	UberX									
Jesse Mcnealjr	10/9/15 9:26 PM	10/9/15 9:28 PM	10/9/15 9:35 PM	completed	UberX									
Jesse Mcnealjr	10/9/15 9:14 PM	10/9/15 9:22 PM	10/9/15 9:25 PM	completed	UberX	5								
Jesse Mcnealjr	10/9/15 9:14 PM			rider_canceled	UberX									
Jesse Mcnealjr	10/9/15 9:04 PM	10/9/15 9:06 PM	10/9/15 9:13 PM	completed	UberX	3								
Jesse Mcnealjr	10/9/15 8:51 PM			rider_canceled	UberX									
Jesse Mcnealjr	10/9/15 8:34 PM	10/9/15 8:41 PM	10/9/15 8:48 PM	completed	UberX	2								
Jesse Mcnealjr	10/9/15 7:59 PM	10/9/15 8:11 PM	10/9/15 8:20 PM	completed	UberX	4								
Jesse Mcnealjr	10/9/15 9:34 AM	10/9/15 9:50 AM	10/9/15 10:03 AM	completed	UberX	5								
Jesse Mcnealjr	10/9/15 9:00 AM	10/9/15 9:08 AM	10/9/15 9:33 AM	completed	UberX	5								
Jesse Mcnealjr	10/8/15 10:47 PM	10/8/15 10:54 PM	10/8/15 10:56 PM	completed	UberX	5								
Jesse Mcnealjr	10/8/15 10:23 PM	10/8/15 10:27 PM	10/8/15 10:34 PM	completed	UberX	5								
Jesse Mcnealjr	10/8/15 10:11 PM	10/8/15 10:15 PM	10/8/15 10:21 PM	completed	UberX	5								
Jesse Mcnealjr	10/8/15 9:38 PM			rider_canceled	UberX									
Jesse Mcnealjr	10/8/15 9:12 PM	10/8/15 9:21 PM	10/8/15 9:28 PM	completed	UberX									
Jesse Mcnealjr	9/23/15 3:31 AM	9/23/15 3:37 AM	9/23/15 3:50 AM	completed	UberX	5								
Jesse Mcnealjr	9/20/15 12:17 PM	9/20/15 12:19 PM	9/20/15 12:24 PM	completed	UberX									
Jesse Mcnealjr	9/20/15 12:04 PM	9/20/15 12:10 PM	9/20/15 12:16 PM	completed	UberX	1								
Jesse Mcnealjr	9/20/15 11:27 AM	9/20/15 11:45 AM	9/20/15 12:04 PM	completed	UberX	1	Texting while driving. Not stopped at a red light.	driving						
Jesse Mcnealjr	9/20/15 10:41 AM	9/20/15 10:49 AM	9/20/15 11:01 AM	completed	UberX	5								
Jesse Mcnealjr	9/20/15 1:50 AM	9/20/15 2:00 AM	9/20/15 2:27 AM	completed	UberX	5								
Jesse Mcnealjr	9/20/15 1:32 AM	9/20/15 1:37 AM	9/20/15 1:44 AM	completed	UberX									
Jesse Mcnealjr	9/20/15 12:39 AM	9/20/15 12:54 AM	9/20/15 12:58 AM	completed	UberX	5								
Jesse Mcnealjr	9/20/15 12:10 AM	9/20/15 12:14 AM	9/20/15 12:35 AM	completed	UberX	4								
Jesse Mcnealjr	9/20/15 12:10 AM	9/20/15 12:14 AM	9/20/15 12:35 AM	fare_split	UberX									
Jesse Mcnealjr	9/20/15 12:04 AM	9/20/15 12:06 AM	9/20/15 12:10 AM	completed	UberX	5								
Jesse Mcnealjr	9/19/15 11:50 PM	9/19/15 11:56 PM	9/20/15 12:03 AM	completed	UberX	4								
Jesse Mcnealjr	9/19/15 11:42 PM	9/19/15 11:45 PM	9/19/15 11:50 PM	completed	UberX	5								
Jesse Mcnealjr	9/19/15 11:19 PM	9/19/15 11:27 PM	9/19/15 11:32 PM	completed	UberX	5								
Jesse Mcnealjr	9/19/15 11:19 PM	9/19/15 11:27 PM	9/19/15 11:32 PM	fare_split	UberX									
Jesse Mcnealjr	9/19/15 11:11 PM	9/19/15 11:12 PM	9/19/15 11:19 PM	completed	UberX	5								
Jesse Mcnealjr	9/19/15 10:58 PM	9/19/15 11:05 PM	9/19/15 11:11 PM	completed	UberX	5	L	general						
Jesse Mcnealjr	9/19/15 10:18 PM	9/19/15 10:38 PM	9/19/15 10:57 PM	fare_split	UberX									
Jesse Mcnealjr	9/19/15 10:18 PM	9/19/15 10:38 PM	9/19/15 10:57 PM	fare_split	UberX									
Jesse Mcnealjr	9/19/15 10:18 PM	9/19/15 10:38 PM	9/19/15 10:57 PM	completed	UberX	5								
Jesse Mcnealjr	8/9/15 8:10 PM	8/9/15 8:18 PM	8/9/15 8:24 PM	completed	UberX	5								
Jesse Mcnealjr	8/9/15 8:00 PM			rider_canceled	UberX									
Jesse Mcnealjr	8/9/15 6:59 PM	8/9/15 7:04 PM	8/9/15 7:11 PM	completed	UberX	5								
Jesse Mcnealjr	8/9/15 6:58 PM			rider_canceled	UberX									
Jesse Mcnealjr	8/9/15 6:29 PM	8/9/15 6:38 PM	8/9/15 6:41 PM	completed	UberX									
Jesse Mcnealjr	8/9/15 6:21 PM			rider_canceled	UberX									
Jesse Mcnealjr	8/9/15 1:26 AM	8/9/15 1:32 AM	8/9/15 2:00 AM	completed	UberX	4								
Jesse Mcnealjr	8/9/15 12:25 AM	8/9/15 12:31 AM	8/9/15 12:45 AM	completed	UberX	5								
Jesse Mcnealjr	8/9/15 12:16 AM			rider_canceled	UberX									
Jesse Mcnealjr	8/8/15 11:59 PM	8/9/15 12:01 AM	8/9/15 12:11 AM	completed	UberX	5								

Uber-Rasier 00088 [9738-3]

ELECTRONICALLY FILED - 2025 Aug 23 8:26 PM - CHARLESTON - COMMON PLEAS - CASE#2020CP1001553

Driver	Request At	Begin Trip At	Dropoff At	Status	Product	Driver Rating	Rider Feedback	Rider Tags	Eater Feedbck	Eater Tags	Eater Thumbs Up(True)/Down(False)	Merchant Feedback	Merchant Tags	Merchant Thumbs Up(1)/False(0)
Jesse Mcnealjr	8/8/15 11:47 PM	8/8/15 11:52 PM	8/8/15 11:56 PM	completed	UberX	5								
Jesse Mcnealjr	8/8/15 10:57 PM	8/8/15 11:01 PM	8/8/15 11:08 PM	completed	UberX									
Jesse Mcnealjr	8/8/15 10:36 PM	8/8/15 10:45 PM	8/8/15 10:55 PM	completed	UberX	5								
Jesse Mcnealjr	8/8/15 7:47 PM	8/8/15 7:50 PM	8/8/15 7:55 PM	completed	UberX	3								
Jesse Mcnealjr	8/8/15 7:19 PM	8/8/15 7:29 PM	8/8/15 7:43 PM	completed	UberX	4								
Jesse Mcnealjr	8/8/15 7:17 PM			rider_canceled	UberX									
Jesse Mcnealjr	8/8/15 6:53 PM	8/8/15 7:03 PM	8/8/15 7:09 PM	completed	UberX	5								
Jesse Mcnealjr	8/8/15 6:50 PM			rider_canceled	UberX									
Jesse Mcnealjr	8/8/15 4:45 PM	8/8/15 4:56 PM	8/8/15 5:06 PM	completed	UberX	1	car smelled of smoke. Don't ride in it if you're dressed for a nice dinner							
Jesse Mcnealjr	8/8/15 4:19 PM	8/8/15 4:28 PM	8/8/15 4:43 PM	completed	UberX	4								
Jesse Mcnealjr	8/8/15 12:28 AM	8/8/15 12:32 AM	8/8/15 12:36 AM	completed	UberX									
Jesse Mcnealjr	8/8/15 12:07 AM	8/8/15 12:13 AM	8/8/15 12:20 AM	completed	UberX	4								
Jesse Mcnealjr	8/8/15 12:07 AM	8/8/15 12:13 AM	8/8/15 12:20 AM	fare_split	UberX									
Jesse Mcnealjr	8/7/15 11:12 PM	8/7/15 11:17 PM	8/8/15 12:05 AM	completed	UberX	5								
Jesse Mcnealjr	8/5/15 6:45 PM	8/5/15 6:52 PM	8/5/15 6:59 PM	completed	UberX	5								
Jesse Mcnealjr	8/2/15 3:13 AM	8/2/15 3:44 AM	8/2/15 3:44 AM	completed	UberX									
Jesse Mcnealjr	7/14/15 6:21 PM	7/14/15 6:25 PM	7/14/15 6:34 PM	completed	UberX	1								
Jesse Mcnealjr	7/14/15 5:11 PM	7/14/15 5:29 PM	7/14/15 5:46 PM	completed	UberX	5								
Jesse Mcnealjr	6/28/15 12:12 PM	6/28/15 12:23 PM	6/28/15 12:37 PM	completed	UberX									
Jesse Mcnealjr	6/28/15 12:01 PM	6/28/15 12:06 PM	6/28/15 12:12 PM	fare_split	UberX									
Jesse Mcnealjr	6/28/15 12:01 PM	6/28/15 12:06 PM	6/28/15 12:12 PM	fare_split	UberX									
Jesse Mcnealjr	6/28/15 12:01 PM	6/28/15 12:06 PM	6/28/15 12:12 PM	fare_split	UberX									
Jesse Mcnealjr	6/28/15 12:01 PM	6/28/15 12:06 PM	6/28/15 12:12 PM	completed	UberX	5								
Jesse Mcnealjr	6/28/15 10:55 AM			rider_canceled	UberX									
Jesse Mcnealjr	6/28/15 10:38 AM	6/28/15 10:45 AM	6/28/15 10:49 AM	completed	UberX	5								
Jesse Mcnealjr	6/28/15 4:15 AM	6/28/15 4:29 AM	6/28/15 4:40 AM	completed	UberX	5								
Jesse Mcnealjr	6/28/15 3:50 AM	6/28/15 4:01 AM	6/28/15 4:13 AM	completed	UberX									
Jesse Mcnealjr	6/22/15 12:59 AM			rider_canceled	UberX									
Jesse Mcnealjr	6/22/15 12:39 AM	6/22/15 12:46 AM	6/22/15 12:57 AM	completed	UberX									
Jesse Mcnealjr	6/22/15 12:20 AM	6/22/15 12:31 AM	6/22/15 12:38 AM	completed	UberX	5								
Jesse Mcnealjr	6/21/15 2:06 AM	6/21/15 2:12 AM	6/21/15 2:16 AM	completed	UberX	5								
Jesse Mcnealjr	6/21/15 1:50 AM	6/21/15 2:02 AM	6/21/15 2:05 AM	completed	UberX									
Jesse Mcnealjr	6/21/15 1:36 AM	6/21/15 1:43 AM	6/21/15 1:49 AM	completed	UberX	5								
Jesse Mcnealjr	6/20/15 2:03 AM	6/20/15 2:20 AM	6/20/15 2:39 AM	completed	UberX	5								
Jesse Mcnealjr	6/20/15 2:02 AM			unfulfilled	UberX									
Jesse Mcnealjr	6/20/15 1:46 AM	6/20/15 1:54 AM	6/20/15 2:02 AM	completed	UberX									
Jesse Mcnealjr	6/20/15 1:24 AM	6/20/15 1:32 AM	6/20/15 1:44 AM	completed	UberX	4								
Jesse Mcnealjr	6/17/15 6:20 PM	6/17/15 6:30 PM	6/17/15 6:40 PM	completed	UberX	5								
Jesse Mcnealjr	6/17/15 4:58 PM	6/17/15 5:09 PM	6/17/15 5:14 PM	completed	UberX	2								
Jesse Mcnealjr	6/16/15 6:30 PM	6/16/15 6:42 PM	6/16/15 6:52 PM	completed	UberX	2								
Jesse Mcnealjr	6/16/15 2:53 PM	6/16/15 2:58 PM	6/16/15 3:02 PM	completed	UberX	5								
Jesse Mcnealjr	6/16/15 12:35 PM	6/16/15 12:41 PM	6/16/15 12:53 PM	completed	UberX	4								
Jesse Mcnealjr	6/16/15 12:03 PM	6/16/15 12:08 PM	6/16/15 12:14 PM	completed	UberX	4								
Jesse Mcnealjr	6/14/15 11:47 PM	6/14/15 11:52 PM	6/14/15 11:58 PM	completed	UberX	5								
Jesse Mcnealjr	6/14/15 11:31 PM	6/14/15 11:39 PM	6/14/15 11:46 PM	completed	UberX									
Jesse Mcnealjr	6/14/15 11:17 PM	6/14/15 11:20 PM	6/14/15 11:23 PM	completed	UberX	5								
Jesse Mcnealjr	6/14/15 11:04 PM	6/14/15 11:08 PM	6/14/15 11:12 PM	completed	UberX									
Jesse Mcnealjr	6/14/15 11:02 PM			rider_canceled	UberX									
Jesse Mcnealjr	6/14/15 5:53 PM	6/14/15 6:01 PM	6/14/15 6:29 PM	completed	UberX	3	Smoky car							
Jesse Mcnealjr	6/13/15 10:06 AM	6/13/15 10:18 AM	6/13/15 10:25 AM	completed	UberX	5								
Jesse Mcnealjr	6/13/15 12:14 AM	6/13/15 12:20 AM	6/13/15 12:24 AM	completed	UberX	5								
Jesse Mcnealjr	6/13/15 12:06 AM	6/13/15 12:10 AM	6/13/15 12:13 AM	completed	UberX	5								
Jesse Mcnealjr	6/12/15 11:50 PM	6/12/15 11:56 PM	6/13/15 12:02 AM	completed	UberX	5								
Jesse Mcnealjr	6/8/15 8:38 PM			rider_canceled	UberX									
Jesse Mcnealjr	6/8/15 2:30 PM	6/8/15 2:40 PM	6/8/15 2:43 PM	completed	UberX	4								
Jesse Mcnealjr	6/7/15 10:44 PM	6/7/15 10:48 PM	6/7/15 10:54 PM	completed	UberX	5								
Jesse Mcnealjr	6/7/15 10:26 PM	6/7/15 10:30 PM	6/7/15 10:37 PM	completed	UberX	5								
Jesse Mcnealjr	6/7/15 10:21 AM	6/7/15 10:28 AM	6/7/15 10:33 AM	completed	UberX	5								
Jesse Mcnealjr	6/6/15 10:38 AM			rider_canceled	UberX									
Jesse Mcnealjr	6/6/15 10:31 AM			rider_canceled	UberX									
Jesse Mcnealjr	6/5/15 11:44 PM	6/5/15 11:46 PM	6/6/15 12:05 AM	completed	UberX	5								
Jesse Mcnealjr	6/5/15 11:21 PM	6/5/15 11:29 PM	6/5/15 11:38 PM	completed	UberX	5								
Jesse Mcnealjr	6/5/15 9:23 PM	6/5/15 9:26 PM	6/5/15 9:31 PM	fare_split	UberX									
Jesse Mcnealjr	6/5/15 9:23 PM	6/5/15 9:26 PM	6/5/15 9:31 PM	fare_split	UberX									
Jesse Mcnealjr	6/5/15 9:23 PM	6/5/15 9:26 PM	6/5/15 9:31 PM	completed	UberX	5								
Jesse Mcnealjr	6/5/15 9:02 PM	6/5/15 9:07 PM	6/5/15 9:15 PM	completed	UberX	5								
Jesse Mcnealjr	6/5/15 7:27 PM	6/5/15 7:33 PM	6/5/15 7:42 PM	completed	UberX	5								
Jesse Mcnealjr	6/5/15 7:11 PM	6/5/15 7:18 PM	6/5/15 7:27 PM	completed	UberX	5								
Jesse Mcnealjr	6/5/15 6:42 PM	6/5/15 6:56 PM	6/5/15 7:08 PM	completed	UberX	5	Car reeked of smoke gotta change that ASAP							
Jesse Mcnealjr	6/5/15 6:20 PM	6/5/15 6:27 PM	6/5/15 6:33 PM	completed	UberX	2								
Jesse Mcnealjr	6/5/15 5:49 PM	6/5/15 5:53 PM	6/5/15 6:05 PM	completed	UberX									
Jesse Mcnealjr	6/5/15 5:23 PM	6/5/15 5:30 PM	6/5/15 5:46 PM	completed	UberX	5								
Jesse Mcnealjr	6/2/15 10:11 PM			driver_canceled	UberX									
Jesse Mcnealjr	6/2/15 8:25 PM			rider_canceled	UberX									
Jesse Mcnealjr	6/2/15 7:55 PM	6/2/15 8:00 PM	6/2/15 8:06 PM	completed	UberX	4								
Jesse Mcnealjr	6/2/15 2:52 PM	6/2/15 2:56 PM	6/2/15 3:00 PM	completed	UberX	5								
Jesse Mcnealjr	6/2/15 9:11 AM	6/2/15 9:24 AM	6/2/15 9:31 AM	completed	UberX	5								
Jesse Mcnealjr	6/2/15 7:58 AM	6/2/15 8:08 AM	6/2/15 8:25 AM	completed	UberX	5								
Jesse Mcnealjr	5/31/15 9:51 PM	5/31/15 10:03 PM	5/31/15 10:12 PM	completed	UberX	5								
Jesse Mcnealjr	5/31/15 8:21 PM	5/31/15 8:40 PM	5/31/15 9:51 PM	completed	UberX									
Jesse Mcnealjr	5/31/15 7:18 PM	5/31/15 7:26 PM	5/31/15 7:36 PM	completed	UberX	5								
Jesse Mcnealjr	5/31/15 8:55 AM	5/31/15 9:03 AM	5/31/15 9:40 AM	completed	UberX	5								
Jesse Mcnealjr	5/31/15 8:37 AM	5/31/15 8:44 AM	5/31/15 8:48 AM	completed	UberX									

ELECTRONICALLY FILED - 2025 Aug 23 8:26 PM - CHARLESTON - COMMON PLEAS - CASE#2020CP1001553

Driver	Request At	Begin Trip At	Dropoff At	Status	Product	Driver Rating	Rider Feedback	Rider Tags	Eater Feedbck	Eater Tags	Eater Thumbs Up(True)/Down(False)	Merchant Feedback	Merchant Tags	Merchant Thumbs Up(1)/False(0)
Jesse Mcnealjr	5/31/15 2:31 AM	5/31/15 2:36 AM	5/31/15 2:44 AM	completed	UberX									
Jesse Mcnealjr	5/31/15 1:59 AM	5/31/15 2:08 AM	5/31/15 2:16 AM	completed	UberX	5								
Jesse Mcnealjr	5/31/15 1:46 AM	5/31/15 1:55 AM	5/31/15 1:59 AM	completed	UberX									
Jesse Mcnealjr	5/30/15 9:41 PM	5/30/15 9:46 PM	5/30/15 9:51 PM	completed	UberX	5								
Jesse Mcnealjr	5/30/15 9:26 PM	5/30/15 9:30 PM	5/30/15 9:36 PM	completed	UberX									
Jesse Mcnealjr	5/30/15 8:54 PM	5/30/15 9:08 PM	5/30/15 9:25 PM	completed	UberX	5								
Jesse Mcnealjr	5/30/15 8:06 PM	5/30/15 8:10 PM	5/30/15 8:16 PM	completed	UberX	5								
Jesse Mcnealjr	5/30/15 7:50 PM	5/30/15 7:56 PM	5/30/15 8:03 PM	completed	UberX	5								
Jesse Mcnealjr	5/30/15 6:36 PM	5/30/15 6:50 PM	5/30/15 6:55 PM	completed	UberX	4								
Jesse Mcnealjr	5/30/15 3:55 PM			driver_canceled	UberX									
Jesse Mcnealjr	5/30/15 3:10 PM	5/30/15 3:22 PM	5/30/15 3:42 PM	completed	UberX	4								
Jesse Mcnealjr	5/30/15 2:54 PM	5/30/15 3:01 PM	5/30/15 3:06 PM	completed	UberX	4								
Jesse Mcnealjr	5/30/15 11:21 AM	5/30/15 11:31 AM	5/30/15 11:43 AM	completed	UberX	5								
Jesse Mcnealjr	5/30/15 11:02 AM	5/30/15 11:07 AM	5/30/15 11:20 AM	completed	UberX	5								
Jesse Mcnealjr	5/30/15 2:05 AM	5/30/15 2:14 AM	5/30/15 2:29 AM	completed	UberX	4								
Jesse Mcnealjr	5/30/15 2:05 AM	5/30/15 2:14 AM	5/30/15 2:29 AM	fare_split	UberX									
Jesse Mcnealjr	5/30/15 1:39 AM	5/30/15 1:51 AM	5/30/15 2:01 AM	completed	UberX									
Jesse Mcnealjr	5/29/15 11:42 PM	5/29/15 11:50 PM	5/30/15 12:04 AM	completed	UberX	5								
Jesse Mcnealjr	5/29/15 11:27 PM	5/29/15 11:32 PM	5/29/15 11:39 PM	completed	UberX	5								
Jesse Mcnealjr	5/29/15 10:51 PM	5/29/15 11:03 PM	5/29/15 11:23 PM	completed	UberX	5								
Jesse Mcnealjr	5/29/15 10:32 PM	5/29/15 10:40 PM	5/29/15 10:50 PM	completed	UberX	3	Smoke smell							
Jesse Mcnealjr	5/29/15 8:58 PM	5/29/15 9:03 PM	5/29/15 9:07 PM	completed	UberX	4	Car had a little bit of a smoke smell. Driver was great.							
Jesse Mcnealjr	5/29/15 4:44 PM	5/29/15 4:55 PM	5/29/15 5:19 PM	completed	UberX	5								
Jesse Mcnealjr	5/29/15 1:09 PM	5/29/15 1:16 PM	5/29/15 1:22 PM	completed	UberX	3								
Jesse Mcnealjr	5/28/15 3:41 PM	5/28/15 4:08 PM	5/28/15 4:14 PM	completed	UberX	5								
Jesse Mcnealjr	5/28/15 9:44 AM	5/28/15 9:48 AM	5/28/15 9:58 AM	completed	UberX	5								
Jesse Mcnealjr	5/28/15 8:26 AM	5/28/15 8:33 AM	5/28/15 8:40 AM	completed	UberX	5								
Jesse Mcnealjr	5/28/15 7:56 AM	5/28/15 8:06 AM	5/28/15 8:22 AM	completed	UberX	5								
Jesse Mcnealjr	5/26/15 11:02 PM	5/26/15 11:04 PM	5/26/15 11:10 PM	completed	UberX									
Jesse Mcnealjr	5/26/15 10:51 PM	5/26/15 10:56 PM	5/26/15 10:59 PM	completed	UberX	3								
Jesse Mcnealjr	5/26/15 10:49 PM			rider_canceled	UberX									
Jesse Mcnealjr	5/26/15 9:58 PM	5/26/15 10:10 PM	5/26/15 10:18 PM	completed	UberX	5								
Jesse Mcnealjr	5/26/15 9:32 PM	5/26/15 9:35 PM	5/26/15 9:53 PM	completed	UberX	5								
Jesse Mcnealjr	5/26/15 9:16 PM			driver_canceled	UberX									
Jesse Mcnealjr	5/26/15 8:43 PM	5/26/15 8:50 PM	5/26/15 8:54 PM	completed	UberX	5								
Jesse Mcnealjr	5/26/15 8:38 PM			rider_canceled	UberX									
Jesse Mcnealjr	5/24/15 8:02 PM	5/24/15 8:05 PM	5/24/15 8:11 PM	completed	UberX	5								
Jesse Mcnealjr	5/24/15 5:35 PM	5/24/15 5:45 PM	5/24/15 5:57 PM	completed	UberX	5								
Jesse Mcnealjr	5/24/15 1:08 PM	5/24/15 1:12 PM	5/24/15 1:37 PM	completed	UberX	5								
Jesse Mcnealjr	5/24/15 12:54 PM	5/24/15 12:57 PM	5/24/15 1:06 PM	completed	UberX	5								
Jesse Mcnealjr	5/24/15 12:29 PM			driver_canceled	UberX									
Jesse Mcnealjr	5/24/15 11:47 AM	5/24/15 11:55 AM	5/24/15 12:18 PM	fare_split	UberX									
Jesse Mcnealjr	5/24/15 11:47 AM	5/24/15 11:55 AM	5/24/15 12:18 PM	completed	UberX	5								
Jesse Mcnealjr	5/23/15 11:15 PM	5/23/15 11:20 PM	5/23/15 11:27 PM	completed	UberX	4								
Jesse Mcnealjr	5/23/15 10:59 PM	5/23/15 11:06 PM	5/23/15 11:15 PM	completed	UberX	5								
Jesse Mcnealjr	5/23/15 10:47 PM	5/23/15 10:50 PM	5/23/15 10:59 PM	completed	UberX	5								
Jesse Mcnealjr	5/23/15 10:32 PM	5/23/15 10:35 PM	5/23/15 10:44 PM	completed	UberX	5								
Jesse Mcnealjr	5/23/15 10:29 PM			rider_canceled	UberX									
Jesse Mcnealjr	5/23/15 10:18 PM	5/23/15 10:22 PM	5/23/15 10:29 PM	completed	UberX									
Jesse Mcnealjr	5/23/15 10:05 PM	5/23/15 10:15 PM	5/23/15 10:18 PM	completed	UberX	2	Car smelled of cigarettes and smoke. Very small.							
Jesse Mcnealjr	5/23/15 9:53 PM	5/23/15 10:01 PM	5/23/15 10:04 PM	completed	UberX									
Jesse Mcnealjr	5/23/15 9:35 PM	5/23/15 9:42 PM	5/23/15 9:47 PM	completed	UberX	5								
Jesse Mcnealjr	5/23/15 9:11 PM	5/23/15 9:17 PM	5/23/15 9:23 PM	completed	UberX	5								
Jesse Mcnealjr	5/23/15 9:03 PM			rider_canceled	UberX									
Jesse Mcnealjr	5/23/15 8:41 PM	5/23/15 8:50 PM	5/23/15 8:55 PM	completed	UberX									
Jesse Mcnealjr	5/23/15 10:42 AM	5/23/15 10:50 AM	5/23/15 11:05 AM	completed	UberX	5								
Jesse Mcnealjr	5/23/15 12:24 AM	5/23/15 12:34 AM	5/23/15 12:42 AM	completed	UberX									
Jesse Mcnealjr	5/22/15 5:26 PM	5/22/15 5:35 PM	5/22/15 5:42 PM	completed	UberX	4								
Jesse Mcnealjr	5/22/15 5:10 PM	5/22/15 5:16 PM	5/22/15 5:26 PM	completed	UberX	5								
Jesse Mcnealjr	5/22/15 4:55 PM	5/22/15 5:02 PM	5/22/15 5:10 PM	completed	UberX									
Jesse Mcnealjr	5/22/15 4:23 PM	5/22/15 4:27 PM	5/22/15 4:38 PM	completed	UberX	5								
Jesse Mcnealjr	5/22/15 3:50 PM	5/22/15 3:53 PM	5/22/15 3:59 PM	completed	UberX	5								
Jesse Mcnealjr	5/22/15 3:37 PM	5/22/15 3:42 PM	5/22/15 3:49 PM	completed	UberX									
Jesse Mcnealjr	5/22/15 3:02 PM	5/22/15 3:07 PM	5/22/15 3:14 PM	completed	UberX	5								
Jesse Mcnealjr	5/22/15 10:06 AM			rider_canceled	UberX									
Jesse Mcnealjr	5/22/15 4:18 AM	5/22/15 4:24 AM	5/22/15 4:32 AM	completed	UberX	5								
Jesse Mcnealjr	5/22/15 3:58 AM	5/22/15 4:09 AM	5/22/15 4:16 AM	completed	UberX	5								
Jesse Mcnealjr	5/22/15 3:10 AM	5/22/15 3:34 AM	5/22/15 3:57 AM	completed	UberX									
Jesse Mcnealjr	5/21/15 4:22 AM			unfulfilled	UberX									
Jesse Mcnealjr	5/21/15 4:22 AM			unfulfilled	UberX									
Jesse Mcnealjr	5/21/15 4:21 AM			unfulfilled	UberX									
Jesse Mcnealjr	5/21/15 3:44 AM	5/21/15 3:55 AM	5/21/15 4:18 AM	completed	UberX	5								
Jesse Mcnealjr	5/21/15 3:43 AM			unfulfilled	UberX									
Jesse Mcnealjr	5/21/15 3:35 AM	5/21/15 3:39 AM	5/21/15 3:42 AM	completed	UberX									
Jesse Mcnealjr	5/21/15 3:23 AM	5/21/15 3:30 AM	5/21/15 3:35 AM	completed	UberX	5								
Jesse Mcnealjr	5/21/15 1:35 AM	5/21/15 1:45 AM	5/21/15 1:52 AM	completed	UberX									
Jesse Mcnealjr	5/18/15 9:31 PM	5/18/15 9:35 PM	5/18/15 9:48 PM	completed	UberX	4								
Jesse Mcnealjr	5/18/15 6:13 PM			rider_canceled	UberX									
Jesse Mcnealjr	5/18/15 5:55 PM	5/18/15 6:04 PM	5/18/15 6:13 PM	completed	UberX									
Jesse Mcnealjr	5/18/15 1:34 PM	5/18/15 1:41 PM	5/18/15 2:02 PM	completed	UberX	5	You rock! Thanks Jesse!							
Jesse Mcnealjr	5/18/15 11:17 AM	5/18/15 11:29 AM	5/18/15 11:41 AM	completed	UberX	5	fast and efficient!							
Jesse Mcnealjr	5/18/15 1:44 AM	5/18/15 1:50 AM	5/18/15 2:01 AM	completed	UberX									
Jesse Mcnealjr	5/18/15 12:56 AM	5/18/15 1:03 AM	5/18/15 1:18 AM	completed	UberX	5								

ELECTRONICALLY FILED - 2025 Aug 23 8:26 PM - CHARLESTON - COMMON PLEAS - CASE#2020CP1001553

Driver	Request At	Begin Trip At	Dropoff At	Status	Product	Driver Rating	Rider Feedback	Rider Tags	Eater Feedbck	Eater Tags	Eater Thumbs Up(True)/Down(False)	Merchant Feedback	Merchant Tags	Merchant Thumbs Up(1)/False(0)
Jesse Mcnealjr	5/18/15 12:47 AM	5/18/15 12:51 AM	5/18/15 12:56 AM	completed	UberX									
Jesse Mcnealjr	5/18/15 12:35 AM	5/18/15 12:41 AM	5/18/15 12:45 AM	completed	UberX	5								
Jesse Mcnealjr	5/18/15 12:16 AM			rider_canceled	UberX									
Jesse Mcnealjr	5/17/15 10:42 PM	5/17/15 10:49 PM	5/17/15 10:59 PM	completed	UberX									
Jesse Mcnealjr	5/17/15 10:31 PM			rider_canceled	UberX									
Jesse Mcnealjr	5/17/15 9:50 PM	5/17/15 9:53 PM	5/17/15 10:09 PM	completed	UberX	5								
Jesse Mcnealjr	5/17/15 9:34 PM			rider_canceled	UberX									
Jesse Mcnealjr	5/17/15 6:14 PM	5/17/15 6:19 PM	5/17/15 6:23 PM	completed	UberX	5								
Jesse Mcnealjr	5/17/15 6:01 PM	5/17/15 6:05 PM	5/17/15 6:09 PM	completed	UberX	3								
Jesse Mcnealjr	5/17/15 3:38 PM			rider_canceled	UberX									
Jesse Mcnealjr	5/17/15 2:26 PM	5/17/15 2:47 PM	5/17/15 3:17 PM	completed	UberX	4								
Jesse Mcnealjr	5/17/15 2:26 PM	5/17/15 2:47 PM	5/17/15 3:17 PM	fare_split	UberX									
Jesse Mcnealjr	5/17/15 2:00 PM	5/17/15 2:08 PM	5/17/15 2:25 PM	completed	UberX	5								
Jesse Mcnealjr	5/17/15 11:59 AM	5/17/15 12:07 PM	5/17/15 12:13 PM	completed	UberX	5								
Jesse Mcnealjr	5/17/15 11:39 AM	5/17/15 11:45 AM	5/17/15 11:55 AM	completed	UberX	5								
Jesse Mcnealjr	5/17/15 11:20 AM	5/17/15 11:29 AM	5/17/15 11:39 AM	completed	UberX	4								
Jesse Mcnealjr	5/17/15 11:03 AM	5/17/15 11:10 AM	5/17/15 11:13 AM	completed	UberX	5								
Jesse Mcnealjr	5/17/15 8:58 AM	5/17/15 9:06 AM	5/17/15 9:23 AM	completed	UberX	4								
Jesse Mcnealjr	5/17/15 8:41 AM	5/17/15 8:48 AM	5/17/15 8:52 AM	completed	UberX	5								
Jesse Mcnealjr	5/17/15 2:44 AM			driver_canceled	UberX									
Jesse Mcnealjr	5/16/15 7:58 PM	5/16/15 8:10 PM	5/16/15 8:24 PM	fare_split	UberX									
Jesse Mcnealjr	5/16/15 7:58 PM	5/16/15 8:10 PM	5/16/15 8:24 PM	completed	UberX									
Jesse Mcnealjr	5/16/15 7:46 PM	5/16/15 7:51 PM	5/16/15 7:58 PM	completed	UberX	5								
Jesse Mcnealjr	5/16/15 7:26 PM			rider_canceled	UberX									
Jesse Mcnealjr	5/16/15 3:58 PM	5/16/15 4:04 PM	5/16/15 4:10 PM	completed	UberX									
Jesse Mcnealjr	5/16/15 3:19 PM	5/16/15 3:28 PM	5/16/15 3:37 PM	completed	UberX									
Jesse Mcnealjr	5/16/15 2:40 PM	5/16/15 3:01 PM	5/16/15 3:16 PM	completed	UberX	5								
Jesse Mcnealjr	5/16/15 12:58 PM	5/16/15 1:12 PM	5/16/15 1:24 PM	completed	UberX	5								
Jesse Mcnealjr	5/16/15 12:37 PM	5/16/15 12:41 PM	5/16/15 12:55 PM	completed	UberX	5	Excellent driver							
Jesse Mcnealjr	5/16/15 12:01 PM	5/16/15 12:06 PM	5/16/15 12:23 PM	completed	UberX	4								
Jesse Mcnealjr	5/16/15 11:39 AM	5/16/15 11:47 AM	5/16/15 12:00 PM	completed	UberX	5								
Jesse Mcnealjr	5/16/15 4:05 AM	5/16/15 4:14 AM	5/16/15 4:37 AM	completed	UberX	5								
Jesse Mcnealjr	5/16/15 3:19 AM	5/16/15 3:44 AM	5/16/15 4:03 AM	completed	UberX	5								
Jesse Mcnealjr	5/16/15 2:59 AM	5/16/15 3:05 AM	5/16/15 3:18 AM	completed	UberX	5								
Jesse Mcnealjr	5/16/15 2:42 AM			driver_canceled	UberX									
Jesse Mcnealjr	5/16/15 1:32 AM	5/16/15 1:43 AM	5/16/15 1:57 AM	completed	UberX	4								
Jesse Mcnealjr	5/15/15 11:56 PM	5/16/15 12:02 AM	5/16/15 12:12 AM	completed	UberX	5								
Jesse Mcnealjr	5/15/15 11:45 PM	5/15/15 11:51 PM	5/15/15 11:55 PM	completed	UberX									
Jesse Mcnealjr	5/15/15 5:39 PM	5/15/15 6:01 PM	5/15/15 6:29 PM	completed	UberX	5								
Jesse Mcnealjr	5/15/15 5:03 PM	5/15/15 5:21 PM	5/15/15 5:38 PM	completed	UberX									
Jesse Mcnealjr	5/15/15 3:08 PM	5/15/15 3:30 PM	5/15/15 3:54 PM	completed	UberX	5								
Jesse Mcnealjr	5/15/15 1:52 PM	5/15/15 1:57 PM	5/15/15 2:01 PM	completed	UberX									
Jesse Mcnealjr	5/14/15 12:42 AM	5/14/15 12:51 AM	5/14/15 12:53 AM	completed	UberX	4								
Jesse Mcnealjr	5/14/15 12:20 AM			rider_canceled	UberX									
Jesse Mcnealjr	5/14/15 12:17 AM			rider_canceled	UberX									
Jesse Mcnealjr	5/14/15 12:04 AM	5/14/15 12:11 AM	5/14/15 12:17 AM	completed	UberX									
Jesse Mcnealjr	5/13/15 11:57 PM	5/14/15 12:00 AM	5/14/15 12:01 AM	completed	UberX	5								
Jesse Mcnealjr	5/13/15 11:43 PM	5/13/15 11:50 PM	5/13/15 11:55 PM	completed	UberX	5								
Jesse Mcnealjr	5/13/15 8:21 PM			rider_canceled	UberX									
Jesse Mcnealjr	5/13/15 7:27 PM	5/13/15 7:44 PM	5/13/15 7:57 PM	completed	UberX									
Jesse Mcnealjr	5/13/15 6:13 PM	5/13/15 6:16 PM	5/13/15 6:31 PM	completed	UberX									
Jesse Mcnealjr	5/13/15 3:21 PM	5/13/15 3:27 PM	5/13/15 3:37 PM	completed	UberX									
Jesse Mcnealjr	5/13/15 2:42 PM	5/13/15 2:47 PM	5/13/15 2:57 PM	completed	UberX									
Jesse Mcnealjr	5/13/15 2:27 PM			rider_canceled	UberX									
Jesse Mcnealjr	5/12/15 1:46 AM	5/12/15 1:55 AM	5/12/15 1:59 AM	completed	UberX									
Jesse Mcnealjr	5/11/15 11:44 PM	5/11/15 11:49 PM	5/11/15 11:52 PM	completed	UberX									
Jesse Mcnealjr	5/11/15 11:07 PM	5/11/15 11:21 PM	5/11/15 11:32 PM	completed	UberX									
Jesse Mcnealjr	5/11/15 10:54 PM	5/11/15 11:00 PM	5/11/15 11:04 PM	completed	UberX									
Jesse Mcnealjr	5/11/15 7:49 PM	5/11/15 8:00 PM	5/11/15 8:14 PM	completed	UberX	5								
Jesse Mcnealjr	5/11/15 7:04 PM	5/11/15 7:12 PM	5/11/15 7:41 PM	completed	UberX									
Jesse Mcnealjr	5/11/15 6:29 PM	5/11/15 6:39 PM	5/11/15 6:48 PM	completed	UberX									
Jesse Mcnealjr	5/11/15 6:15 PM	5/11/15 6:20 PM	5/11/15 6:29 PM	completed	UberX	5								
Jesse Mcnealjr	5/11/15 1:35 PM	5/11/15 1:40 PM	5/11/15 1:57 PM	completed	UberX	5								
Jesse Mcnealjr	5/11/15 1:20 PM	5/11/15 1:28 PM	5/11/15 1:33 PM	fare_split	UberX									
Jesse Mcnealjr	5/11/15 1:20 PM	5/11/15 1:28 PM	5/11/15 1:33 PM	completed	UberX	5								
Jesse Mcnealjr	5/11/15 12:18 PM	5/11/15 12:40 PM	5/11/15 1:02 PM	completed	UberX	1								
Jesse Mcnealjr	5/11/15 9:52 AM	5/11/15 10:06 AM	5/11/15 10:27 AM	completed	UberX	5								
Jesse Mcnealjr	5/11/15 9:34 AM	5/11/15 9:41 AM	5/11/15 9:50 AM	completed	UberX	5								
Jesse Mcnealjr	5/10/15 7:48 PM	5/10/15 7:56 PM	5/10/15 8:00 PM	completed	UberX	5								
Jesse Mcnealjr	5/10/15 7:39 PM	5/10/15 7:41 PM	5/10/15 7:47 PM	completed	UberX	4								
Jesse Mcnealjr	5/10/15 7:13 PM	5/10/15 7:26 PM	5/10/15 7:37 PM	completed	UberX	4								
Jesse Mcnealjr	5/10/15 6:57 PM	5/10/15 7:04 PM	5/10/15 7:11 PM	completed	UberX									
Jesse Mcnealjr	5/10/15 6:48 PM	5/10/15 6:53 PM	5/10/15 6:57 PM	completed	UberX	5								
Jesse Mcnealjr	5/10/15 2:08 AM	5/10/15 2:13 AM	5/10/15 2:20 AM	completed	UberX									
Jesse Mcnealjr	5/10/15 1:53 AM	5/10/15 1:58 AM	5/10/15 2:04 AM	completed	UberX									
Jesse Mcnealjr	5/10/15 1:42 AM	5/10/15 1:46 AM	5/10/15 1:52 AM	completed	UberX									
Jesse Mcnealjr	5/10/15 1:27 AM	5/10/15 1:36 AM	5/10/15 1:42 AM	completed	UberX									
Jesse Mcnealjr	5/10/15 12:40 AM	5/10/15 12:47 AM	5/10/15 1:05 AM	completed	UberX	5								
Jesse Mcnealjr	5/10/15 12:38 AM			rider_canceled	UberX									
Jesse Mcnealjr	5/9/15 9:32 PM	5/9/15 9:35 PM	5/9/15 9:47 PM	completed	UberX									
Jesse Mcnealjr	5/9/15 9:04 PM	5/9/15 9:22 PM	5/9/15 9:31 PM	completed	UberX	4								
Jesse Mcnealjr	5/9/15 8:35 PM	5/9/15 8:40 PM	5/9/15 8:53 PM	completed	UberX	5								
Jesse Mcnealjr	5/9/15 11:10 AM	5/9/15 11:27 AM	5/9/15 11:47 AM	completed	UberX	3								
Jesse Mcnealjr	5/9/15 10:16 AM	5/9/15 10:44 AM	5/9/15 10:57 AM	completed	UberX	4	great							
Jesse Mcnealjr	5/9/15 9:43 AM	5/9/15 9:50 AM	5/9/15 10:14 AM	completed	UberX	3	Car smelled of smoke and not cigarette							

Uber-Rasier 00091 [9738-3]

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Driver	Request At	Begin Trip At	Dropoff At	Status	Product	Driver Rating	Rider Feedback	Rider Tags	Eater Feedbck	Eater Tags	Eater Thumbs Up(True)/Down(False)	Merchant Feedback	Merchant Tags	Merchant Thumbs Up(1)/False(0)
Jesse Mcnealjr	5/9/15 9:29 AM	5/9/15 9:32 AM	5/9/15 9:40 AM	completed	UberX	5								
Jesse Mcnealjr	5/9/15 2:45 AM	5/9/15 2:50 AM	5/9/15 3:06 AM	completed	UberX									
Jesse Mcnealjr	5/8/15 9:34 PM	5/8/15 9:44 PM	5/8/15 9:52 PM	completed	UberX									
Jesse Mcnealjr	5/8/15 9:13 PM	5/8/15 9:23 PM	5/8/15 9:33 PM	completed	UberX	5	Awesome ride!							
Jesse Mcnealjr	5/8/15 5:17 PM	5/8/15 5:25 PM	5/8/15 5:38 PM	completed	UberX	4								
Jesse Mcnealjr	5/8/15 4:17 PM	5/8/15 4:21 PM	5/8/15 5:06 PM	completed	UberX	5								
Jesse Mcnealjr	5/8/15 3:44 PM	5/8/15 3:54 PM	5/8/15 4:09 PM	completed	UberX	5								
Jesse Mcnealjr	5/8/15 12:16 PM			rider_canceled	UberX									
Jesse Mcnealjr	5/7/15 10:36 PM	5/7/15 10:42 PM	5/7/15 10:53 PM	completed	UberX	3								
Jesse Mcnealjr	5/7/15 10:21 PM	5/7/15 10:28 PM	5/7/15 10:32 PM	completed	UberX	5								
Jesse Mcnealjr	5/7/15 9:57 PM	5/7/15 10:06 PM	5/7/15 10:14 PM	completed	UberX	5								
Jesse Mcnealjr	5/7/15 8:55 PM	5/7/15 8:59 PM	5/7/15 9:04 PM	completed	UberX	5								
Jesse Mcnealjr	5/6/15 2:49 AM	5/6/15 2:52 AM	5/6/15 3:11 AM	completed	UberX									
Jesse Mcnealjr	5/6/15 2:48 AM			rider_canceled	UberX									
Jesse Mcnealjr	5/6/15 2:39 AM	5/6/15 2:45 AM	5/6/15 2:48 AM	completed	UberX									
Jesse Mcnealjr	5/5/15 6:09 PM	5/5/15 6:15 PM	5/5/15 6:28 PM	fare_split	UberX									
Jesse Mcnealjr	5/5/15 6:09 PM	5/5/15 6:15 PM	5/5/15 6:28 PM	fare_split	UberX									
Jesse Mcnealjr	5/5/15 6:09 PM	5/5/15 6:15 PM	5/5/15 6:28 PM	fare_split	UberX									
Jesse Mcnealjr	5/5/15 6:09 PM	5/5/15 6:15 PM	5/5/15 6:28 PM	completed	UberX	5								
Jesse Mcnealjr	5/3/15 9:30 PM	5/3/15 9:44 PM	5/3/15 9:56 PM	completed	UberX									
Jesse Mcnealjr	5/3/15 8:04 PM	5/3/15 8:07 PM	5/3/15 8:14 PM	completed	UberX	5								
Jesse Mcnealjr	5/3/15 8:02 PM			rider_canceled	UberX									
Jesse Mcnealjr	5/3/15 7:37 PM	5/3/15 7:46 PM	5/3/15 7:57 PM	completed	UberX	5								
Jesse Mcnealjr	5/3/15 7:24 PM			rider_canceled	UberX									
Jesse Mcnealjr	5/3/15 7:12 PM	5/3/15 7:19 PM	5/3/15 7:21 PM	completed	UberX	5								
Jesse Mcnealjr	5/3/15 6:38 PM	5/3/15 6:52 PM	5/3/15 7:06 PM	completed	UberX	5								
Jesse Mcnealjr	5/3/15 6:05 PM	5/3/15 6:21 PM	5/3/15 6:35 PM	completed	UberX	5								
Jesse Mcnealjr	5/3/15 3:36 PM	5/3/15 3:44 PM	5/3/15 3:48 PM	completed	UberX	5								
Jesse Mcnealjr	5/3/15 3:33 PM			rider_canceled	UberX									
Jesse Mcnealjr	5/3/15 1:51 PM	5/3/15 2:03 PM	5/3/15 2:14 PM	completed	UberX	5								
Jesse Mcnealjr	5/3/15 1:38 PM			driver_canceled	UberX									
Jesse Mcnealjr	5/3/15 1:09 PM			driver_canceled	UberX									
Jesse Mcnealjr	5/3/15 12:51 PM	5/3/15 12:59 PM	5/3/15 1:07 PM	completed	UberX	5								
Jesse Mcnealjr	5/3/15 11:09 AM			rider_canceled	UberX									
Jesse Mcnealjr	5/3/15 10:59 AM	5/3/15 11:05 AM	5/3/15 11:09 AM	completed	UberX	4								
Jesse Mcnealjr	5/3/15 10:47 AM	5/3/15 10:52 AM	5/3/15 10:57 AM	completed	UberX	5								
Jesse Mcnealjr	5/3/15 10:37 AM	5/3/15 10:41 AM	5/3/15 10:46 AM	completed	UberX	4								
Jesse Mcnealjr	5/3/15 10:37 AM	5/3/15 10:41 AM	5/3/15 10:46 AM	fare_split	UberX									
Jesse Mcnealjr	5/3/15 10:25 AM	5/3/15 10:29 AM	5/3/15 10:36 AM	completed	UberX	5								
Jesse Mcnealjr	5/3/15 9:29 AM	5/3/15 9:37 AM	5/3/15 9:56 AM	completed	UberX	5								
Jesse Mcnealjr	5/3/15 8:27 AM	5/3/15 8:34 AM	5/3/15 8:49 AM	completed	UberX									
Jesse Mcnealjr	5/3/15 1:20 AM			rider_canceled	UberX									
Jesse Mcnealjr	5/3/15 12:26 AM	5/3/15 12:32 AM	5/3/15 12:38 AM	completed	UberX									
Jesse Mcnealjr	5/3/15 12:08 AM	5/3/15 12:12 AM	5/3/15 12:20 AM	completed	UberX									
Jesse Mcnealjr	5/2/15 11:41 PM	5/2/15 11:45 PM	5/2/15 11:55 PM	completed	UberX									
Jesse Mcnealjr	5/2/15 11:14 PM	5/2/15 11:38 PM	5/2/15 11:41 PM	completed	UberX	5								
Jesse Mcnealjr	5/2/15 10:53 PM	5/2/15 10:58 PM	5/2/15 11:12 PM	completed	UberX	5								
Jesse Mcnealjr	5/2/15 10:31 PM	5/2/15 10:41 PM	5/2/15 10:52 PM	completed	UberX	5								
Jesse Mcnealjr	5/2/15 10:21 PM			unfulfilled	UberX									
Jesse Mcnealjr	5/2/15 9:30 PM			rider_canceled	UberX									
Jesse Mcnealjr	5/2/15 9:20 PM			driver_canceled	UberX									
Jesse Mcnealjr	5/2/15 9:15 PM			rider_canceled	UberX									
Jesse Mcnealjr	5/2/15 8:58 PM	5/2/15 9:04 PM	5/2/15 9:12 PM	completed	UberX	5								
Jesse Mcnealjr	5/2/15 8:45 PM	5/2/15 8:52 PM	5/2/15 8:57 PM	completed	UberX	4								
Jesse Mcnealjr	5/2/15 5:37 PM	5/2/15 5:46 PM	5/2/15 5:53 PM	completed	UberX									
Jesse Mcnealjr	5/2/15 4:50 PM	5/2/15 5:27 PM	5/2/15 5:38 PM	completed	UberX									
Jesse Mcnealjr	5/2/15 2:13 PM	5/2/15 2:21 PM	5/2/15 2:28 PM	completed	UberX									
Jesse Mcnealjr	5/2/15 1:31 PM	5/2/15 1:40 PM	5/2/15 2:03 PM	completed	UberX	5								
Jesse Mcnealjr	5/2/15 9:39 AM	5/2/15 9:41 AM	5/2/15 9:46 AM	completed	UberX	5								
Jesse Mcnealjr	5/2/15 9:28 AM	5/2/15 9:32 AM	5/2/15 9:37 AM	completed	UberX	5								
Jesse Mcnealjr	5/2/15 2:59 AM	5/2/15 3:03 AM	5/2/15 3:14 AM	completed	UberX									
Jesse Mcnealjr	5/2/15 2:51 AM			driver_canceled	UberX									
Jesse Mcnealjr	5/2/15 2:45 AM			rider_canceled	UberX									
Jesse Mcnealjr	5/2/15 2:04 AM	5/2/15 2:15 AM	5/2/15 2:36 AM	completed	UberX	4								
Jesse Mcnealjr	5/2/15 1:44 AM	5/2/15 1:51 AM	5/2/15 2:06 AM	completed	UberX	1								
Jesse Mcnealjr	5/2/15 1:44 AM	5/2/15 1:51 AM	5/2/15 2:06 AM	fare_split	UberX									
Jesse Mcnealjr	5/2/15 1:01 AM	5/2/15 1:10 AM	5/2/15 1:30 AM	completed	UberX									
Jesse Mcnealjr	5/2/15 12:41 AM	5/2/15 12:57 AM	5/2/15 1:01 AM	completed	UberX	5								
Jesse Mcnealjr	5/2/15 12:40 AM			rider_canceled	UberX									
Jesse Mcnealjr	5/2/15 12:32 AM	5/2/15 12:38 AM	5/2/15 12:40 AM	completed	UberX									
Jesse Mcnealjr	5/2/15 12:01 AM	5/2/15 12:10 AM	5/2/15 12:20 AM	completed	UberX	5								
Jesse Mcnealjr	5/1/15 11:38 PM	5/1/15 11:47 PM	5/2/15 12:00 AM	completed	UberX	5								
Jesse Mcnealjr	5/1/15 11:25 PM			driver_canceled	UberX									
Jesse Mcnealjr	5/1/15 11:09 PM	5/1/15 11:17 PM	5/1/15 11:24 PM	completed	UberX									
Jesse Mcnealjr	5/1/15 10:44 PM	5/1/15 10:55 PM	5/1/15 11:03 PM	completed	UberX									
Jesse Mcnealjr	5/1/15 10:31 PM	5/1/15 10:39 PM	5/1/15 10:43 PM	completed	UberX	5								
Jesse Mcnealjr	5/1/15 10:22 PM	5/1/15 10:26 PM	5/1/15 10:31 PM	completed	UberX	5								
Jesse Mcnealjr	5/1/15 10:10 PM	5/1/15 10:16 PM	5/1/15 10:22 PM	completed	UberX	5								
Jesse Mcnealjr	5/1/15 9:35 PM	5/1/15 9:55 PM	5/1/15 10:08 PM	completed	UberX	5								
Jesse Mcnealjr	5/1/15 9:12 PM	5/1/15 9:23 PM	5/1/15 9:33 PM	completed	UberX	5								
Jesse Mcnealjr	5/1/15 9:00 PM			rider_canceled	UberX									
Jesse Mcnealjr	5/1/15 5:41 PM	5/1/15 6:19 PM	5/1/15 6:38 PM	completed	UberX	5								
Jesse Mcnealjr	5/1/15 4:34 PM	5/1/15 4:56 PM	5/1/15 5:31 PM	completed	UberX	5								
Jesse Mcnealjr	5/1/15 4:00 PM	5/1/15 4:13 PM	5/1/15 4:22 PM	completed	UberX	5								
Jesse Mcnealjr	5/1/15 4:00 PM			rider_canceled	UberX									
Jesse Mcnealjr	5/1/15 11:40 AM	5/1/15 11:52 AM	5/1/15 12:19 PM	completed	UberX	5								

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Uber-Rasier 00092 [9738-3]

Driver	Request At	Begin Trip At	Dropoff At	Status	Product	Driver Rating	Rider Feedback	Rider Tags	Eater Feedbck	Eater Tags	Eater Thumbs Up(True)/Down(False)	Merchant Feedback	Merchant Tags	Merchant Thumbs Up(1)/False(0)
Jesse Mcnealjr	5/1/15 11:36 AM			rider_canceled	UberX									
Jesse Mcnealjr	5/1/15 10:15 AM	5/1/15 10:23 AM	5/1/15 10:34 AM	completed	UberX	5								
Jesse Mcnealjr	5/1/15 9:38 AM	5/1/15 9:48 AM	5/1/15 10:05 AM	completed	UberX	5								
Jesse Mcnealjr	5/1/15 9:09 AM	5/1/15 9:15 AM	5/1/15 9:24 AM	completed	UberX	5								
Jesse Mcnealjr	5/1/15 7:31 AM	5/1/15 7:56 AM	5/1/15 8:18 AM	completed	UberX	5								
Jesse Mcnealjr	4/30/15 11:21 PM	4/30/15 11:26 PM	4/30/15 11:39 PM	completed	UberX	5								
Jesse Mcnealjr	4/30/15 10:45 PM	4/30/15 10:57 PM	4/30/15 11:11 PM	completed	UberX	5								
Jesse Mcnealjr	4/30/15 10:28 PM	4/30/15 10:32 PM	4/30/15 10:43 PM	completed	UberX									
Jesse Mcnealjr	4/30/15 10:10 PM	4/30/15 10:15 PM	4/30/15 10:27 PM	completed	UberX	5								
Jesse Mcnealjr	4/30/15 10:10 PM	4/30/15 10:15 PM	4/30/15 10:27 PM	fare_split	UberX									
Jesse Mcnealjr	4/30/15 9:52 PM	4/30/15 10:01 PM	4/30/15 10:08 PM	completed	UberX									
Jesse Mcnealjr	4/30/15 6:56 PM	4/30/15 7:11 PM	4/30/15 7:29 PM	completed	UberX									
Jesse Mcnealjr	4/30/15 6:36 PM	4/30/15 6:45 PM	4/30/15 6:56 PM	completed	UberX	5								
Jesse Mcnealjr	4/30/15 6:10 PM	4/30/15 6:23 PM	4/30/15 6:36 PM	completed	UberX	5								
Jesse Mcnealjr	4/30/15 5:27 PM	4/30/15 5:43 PM	4/30/15 5:47 PM	completed	UberX	5								
Jesse Mcnealjr	4/30/15 5:18 PM	4/30/15 5:22 PM	4/30/15 5:27 PM	completed	UberX	5								
Jesse Mcnealjr	4/29/15 8:12 PM	4/29/15 8:18 PM	4/29/15 8:22 PM	completed	UberX									
Jesse Mcnealjr	4/29/15 7:55 PM	4/29/15 8:01 PM	4/29/15 8:09 PM	completed	UberX	5								
Jesse Mcnealjr	4/29/15 7:37 PM	4/29/15 7:44 PM	4/29/15 7:55 PM	completed	UberX									

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Joseph M. Rubino
J.M.Rubino Transit Consulting
6919 Sea Place Avenue
Saint Augustine, FL. 32086
954-604-2424

August 15th, 2025

I. INTRODUCTION

My name is Joseph M. Rubino. My business address is listed above. I have been engaged by attorney Oana D. Johnson whose practice is located at 215 East Bay Street, Suite 401, Charleston, SC 29401, to offer my opinions regarding an event that took place sometime between March 27, 2017 and April 3, 2017. As a result of this event, a legal matter entitled Crista Linares Grainger, as Personal Representative of the Estate of Sebastian Linares Grainger vs. Uber Technologies, Inc., Raiser, LLC, and Jesse McNeal, has been filed in the Court of Common Pleas for the 9th Judicial Circuit of South Carolina as Case No. 2020-CP-10-. **I submitted an Expert Report on this matter on October 1st, 2024**

When I submitted my Expert Opinion Report on **October 1st, 2024,** I made the following closing statements:

This report summarizes my review of all case materials examined so far and my initial opinions are offered to a reasonable degree of professional certainty. I reserve the right to expand or amend the opinions stated in this report upon receipt of additional case materials or by learning more about case details.

This document is a Supplement Report to that report of October 1st, 2024

II. ADDITIONAL CASE MATERIALS REVIEWED SINCE REPORT OF OCTOBER 1, 2024

- 16 12 19 Uber drivers supplementing income
- How Uber Breaks the Rules
- Muere en EE. UU. hijo de diputado Fernando Linares Beltranena – Prensa Libre
- Report_ Uber Investigators Faced 'Trauma' And Huge Caseloads, According To Memo
- Uber and its never-ending stream of lawsuits
- Uber battling more than 70 lawsuits in federal courts – The Mercury News
- How Uber Is Changing Drug Dealing
- Deposition of Ben Carroll 30(b)(6) Uber Technologies 3 25 25-LE (1)
- Uber-Raiser 00078 - 00094 [9738-3](20683820.1)

Supplemental Opinion #1: This event occurred due to the Uber app connecting Mr. McNeal and Mr. Grainger- The fact that the event at the heart of this case did not occur on a ride booked through the Uber app has no bearing on my opinions. That fact is moot. The connection between Mr. McNeal and Mr. Grainger only occurred due to the Uber app.

Without the Uber app connecting these two individuals, they may have never met.

EXHIBIT 3

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As a result, any activity that subsequently occurred between these two individuals after they originally connected through the Uber app is still related to that connection through the Uber app. Their relationship was created through the Uber app and continued, in large part, due to the fact that Mr. McNeal was conducting illegal drug activities in his Uber car while working on the Uber app.

Supplemental Opinion #2- Uber should have removed Mr. McNeal from the Uber Platform in 2015- Prior to March 27, 2017, Uber had plenty of evidence that Mr. McNeal was conducting illegal activities while working on the Uber app**.** Uber violated . **S.C. Code Ann. § 58-23-1650 and its own procedures by failing to investigate rider complaints of the vehicle smelling like drugs and by allowing a driver that does not meet the requirements of the S.C. Driver Qualification statute referenced above to continue using the app.**

Uber seeks Customer Reviews to get feedback on drivers, yet does not respond to that feedback- I ran a large passenger transportation company in Miami, FL for more than 26 years. Our company had 750+ vehicles, and more than 1100 drivers. **We transported 15,000 to 20,000 passengers every day of the week**. Our company placed great value on customer service and we constantly sought rider feedback. During this time, we not only contacted many clients at home or at work and conducted rider surveys, but we also had a Mystery Rider program where we paid people to ride in our vehicles just to solicit rider feedback about safety issues, including feedback on driver behavior.

During those 26 years I learned Three Truths regarding Customer Complaints:

Truth #1- Most passengers were loath to complain about their ride, even if they received poor service. In fact, we came to realize that we were not receiving most passenger complaints because, while the complaints were real, they were never actually conveyed to us. Many, often most, riders who had a problem and thought about complaining, actually held the complaint back as they did not want the driver to get in trouble. They just shrugged it off and went on their way.

Truth #2- Due to Truth #1, our company came to realize that we were only learning a small portion of the actual complaints customers had regarding our drivers. We learned to understand trends and warning signs. Where there is smoke, there is fire.

Truth #3- We learned that most complaints repeat themselves. Certain type of complaints about certain drivers were likely to appear again. Drivers who were rude were always rude. Drivers who drove too fast always drove too fast. Drivers who recklessly changed lanes always did so.

The evidence in this case demonstrates that Uber had plenty of reason to know that Mr. McNeal was involved in illegal drugs simply by reading the comments/ratings that many of his Uber passengers were making about him.

Mr. McNeal generated 10 Uber rider complaints about smoke in his car IN ONLY 5 MONTHS:

1. On 10/18/15 an Uber Rider commented the following: "The car was smoky. my wife had to use her inhaler after getting out."

2. On 10/18/15 another Uber Rider commented the following: "His car smelled like weed."

3. On 9/20/15 an Uber Rider commented the following: "Driver was texting while driving. He did not stop at a red light."

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4. On 8/8/15 car an Uber Rider commented the following: "The car smelled of smoke. Don't ride in it if you're dressed for a nice dinner."

5. On 6/14/15 an Uber Rider commented the following: "This was a smoky car."

6. On 6/5/15 an Uber Rider commented the following: "The car reeked of smoke. Gotta change that ASAP."

7. On 5/29/15 an Uber Rider commented the following: "Car had a smoke smell."

8. On 5/29/15 another Uber Rider commented the following: "Car had a little bit of a smoke smell."

9. On 5/23/15 an Uber Rider commented the following: "Car smelled of cigarettes and smoke."

10. On 5/9/15 an Uber Rider commented the following: "Car smelled of smoke and not cigarette."

Despite 10 complaints IN ONLY 5 MONTHS from Uber riders about smoke in the car, including illegal substances, Mr. McNeal was still permitted to continue picking up Uber riders. And not only did Mr. McNeal generate these 10 serious complaints, but he also generated many low ratings from passengers.

Despite knowledge that McNeal was using drugs while using the app, Uber failed to investigate the complaints and continue to allow McNeal access to the app, both in violation of S.C. Code Ann. § 58-23-1650 and its own procedures. Uber's representative testified:

Ben Carroll 30(b)(6) Uber Technologies 3 25 25, (Page 141:7 to 141:18)

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A. There was one complaint where weed was specifically called out, yes.
Q. Okay. What was -- what did Uber do in response to that complaint?
A. I don't know.
Q. Okay. Would being under the influence of marijuana disqualify Mr. McNeal from using the app?
MR. JONES: Object to the form.
A. Operating a vehicle under the influence of marijuana would disqualify anyone in South Carolina from using the app.

Ben Carroll 30(b)(6) Uber Technologies 3 25 25, (Page 142:7 to 142:15)

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Q. So Uber -- you -- is it your testimony today that Uber does not know whether it investigated the incident of Mr. McNeal's car smelling like marijuana?
MR. JONES: Object to the form.
A. I haven't seen any kind of communications related to that. I've only seen the feedback that the rider left for Mr. McNeal

15 himself saying that the car smelled like weed.

Ben Carroll 30(b)(6) Uber Technologies 3 25 25, (Pages 140:21 to 141:3)

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21 Q. Is it fair to say that a driver that is
22 under the influence of drugs and/or alcohol would
23 be disqualified from driving, using the Uber app?
24 MR. JONES: Object to the form.
25 A. Yeah. I think I mentioned this earlier.

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1 If we receive feedback that someone's under the
2 influence, they would lose access to the
3 platform.

Between April 2015 until February of 2016, a period of only 10 months, Mr. McNeal received 13 Uber rider ratings of 1 or 2 Stars, which is the lowest a driver can receive.

Uber should have investigated the complaints of weed.

Uber should have removed Mr. McNeal from the Uber Platform long before he met Mr. Grainger- This phenomenon of drug sales and drug usage occurring in Uber cars by Uber drivers is a violation of the Mr. McNeal's Platform Access Agreement and Uber should have terminated its agreement with Mr. McNeal in 2015 as a result of the 10 Complaints and low ratings by Uber riders that I detailed on the previous page. **Uber already knew it had an ongoing problem with drug sales taking place in their vehicles-** This has been documented in many news articles going back to 2014, including some of the news articles listed above under **ADDITIONAL CASE MATERIALS.** Furthermore, this case is not the first case in which, as an expert witness, I have encountered a circumstance of a rideshare driver using his TNC licensed vehicle to conduct and enable drug sales. In fact, this issue has occurred several times in my previous TNC cases, sometimes, as information learned that was not even part of the incident which triggered the law suit.

In my opinion, Mr. McNeal should have been off the road two years before he met Mr. Grainger.

CLOSING STATEMENT- This Supplemental Report, in combination with my expert report of October 1st, 2024, summarizes my review of all case materials examined so far and my opinions are offered to a reasonable degree of professional certainty. I reserve the right to expand or amend the opinions stated in this report upon receipt of additional case materials or by learning more about case details through other case activity.

Yours Truly,

Joseph M. Rubino
J.M. Rubino Transit Consulting
Saint Augustine, FL 32086

PLAINTIFF 000401

ELECTRONICALLY FILED - 2025 Aug 23 8:26 PM - CHARLESTON - COMMON PLEAS - CASE#2020CP1001553

ELECTRONICALLY FILED - 2025 Oct 02 2:56 PM - CHARLESTON - COMMON PLEAS - CASE#2020CP1001553

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	CASE NO.: 2020-CP-10-01553
	)	
Crista Linares Grainger, as Personal Representative of the Estate of Sebastian Linares Grainger,	)	**PLAINTIFF'S MOTION FOR RECONSIDERATION**
Plaintiff,	)	
vs.	)	
Uber Technologies, Inc., Raiser, LLC, and Jesse McNeal,	)	
Defendants.	)	

Pursuant to SCRCP 59(e), Plaintiff Crista Linares Grainger, as Personal Representative of the Estate of Sebastian Linares Grainger submits the following *Motion for Reconsideration* of the September 22, 2025 *Order Granting Defendants' Motion for Summary Judgment*, attached hereto as Exhibit 1, and in support of this *Motion* shows the Court as follows:

A. The Court erred in finding that Uber's failure to investigate reports of drug use by its driver while using the Uber app is not a proximate cause of Sebastian's death.

The court correctly noted in its Order, the issue of proximate cause is ordinarily an issue of fact for the jury,[1] but erroneously found that "there is no evidence in the record to support a reasonable inference that such rider feedback makes it reasonably foreseeable to Uber that two years later, Defendant McNeal would have met a passenger, provided his personal phone number, and – undisputedly on his personal time – provided heroin, fentanyl, and painkillers to the Decedent."

The Court erroneously found that "any alleged negligence was too remote." The Court's reliance on *Oliver v. S.C. Dep't of Highways & Pub. Transp.*, 309 S.C. 313, 317–18, 422 S.E.2d 128, 131 (1992) is misplaced. First, *Oliver* was tried to a jury and proximate cause was

[1] (Order granting Defendants Uber's Motion for Summary Judgment p. 6)

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determined by the finder of fact. Furthermore, in *Oliver,* the Highway Department's own witness acknowledged obstruction of the right-of-way posed a danger to users of the highway and there had been three prior accidents at the site, the South Carolina Supreme Court found that there was sufficient evidence that the accident was foreseeable. In doing so, the court relied upon *Tobias v. Carolina Power & Light Co.*, 190 S.C. 181, 2 S.E.2d 686, 688 (1939) where the Court found;

> Liability for negligence is not predicated upon the necessity that the wrongdoer should foresee that an injury would result from his wrongdoing. It is sufficient that in view of all the attendant circumstances, he should have foreseen that his negligence would probably result in injury of some kind to some one.

It is well settled that defendant's negligence does not have to be the sole cause of the plaintiff's injury to be a legal proximate cause. *Bishop v. S.C. Dep't of Mental Health*, 331 S.C. 79, 89, 502 S.E.2d 78, 83 (1998). It is also well settled that the defendant did not have to contemplate the particular event that occurred. Foreseeability is determined by looking to the natural and probable consequences of the act complained of. *Koester v. Carolina Rental Ctr., Inc.*, 313 S.C. 490, 493, 443 S.E.2d 392, 394 (1994). If there is a fair difference of opinion regarding whether an act proximately caused the injury, then the question of proximate cause must be submitted to the jury. *Hurd v. Williamsburg Cnty.*, 353 S.C. 596, 614, 579 S.E.2d 136, 145 (Ct. App. 2003), *aff'd,* 363 S.C. 421, 611 S.E.2d 488 (2005).

It is universally agreed that the mere fact that the intervention of a responsible human being can be traced between the defendant's wrongful act and the injury complained of will not absolve him. On the contrary the general rule is that whoever does a wrongful act is answerable for all the consequences that may ensue in the ordinary course of events, though such consequences are immediately and directly brought about by an intervening cause, if such intervening cause was set in motion by the original wrongdoer, or was in reality only a condition

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on or through which the negligent act operated to produce the injurious result. *Pfaehler v. Ten Cent Taxi Co.*, 198 S.C. 476, 18 S.E.2d 331, 335 (1942).

South Carolina enacted statutes to protect the public from situations like this. Uber does not dispute that it violated the statute, which states in relevant parts:

> (F) The TNC shall not permit a TNC driver to provide TNC services who:
>
> ***
>
> (4) is under the influence of drugs or alcohol. Nothing in this section may be construed to require drug testing by a TNC of a TNC driver.

S.C. Code Ann. § 58-23-1650

In fact, Uber did not even address the direct liability stemming from the violation of the South Carolina TNC act by continuing to allow Mr. McNeal access to the app after it received reports of marijuana in the car. All Uber focused on in its filings, and at the hearing, was its compliance with the TNC act in obtaining McNeal's background check. (Uber Memorandum in Support of Summary Judgment at p.9):

> "Uber's only actions with respect to this matter involve affording Defendant McNeal access to the Uber app upon review and receipt of statutorily required information and materials including a local and national background check. See S.C. Code Ann. § 58-23-1650(B)"

Uber's representative testified:

> "if we receive feedback, for example, that someone's driving under the influence, *that's in violation of South Carolina law around who can access our platform, and we would have to remove that person's access to the platform immediately*." (Deposition of Ben Carroll at pp. l.)
>
> "Were there any complaints of Mr. McNeal smoking marijuana or smelling like marijuana?
>
> Yes" (Deposition of Ben Carroll at p. 104, lines 6-11)

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Plaintiff introduced evidence that Uber had knowledge of McNeal's drug use and/or possession of drugs *in the vehicle as reported by other Uber riders*. Plaintiff also introduced expert report showing "*Uber already knew it had an ongoing problem with drug sales taking place in their vehicles*." See Joe Rubino's report attached as Exhibit 3 to *Plaintiff's Supplemental Memorandum in Opposition to Defendants' Motion for Summary Judgement*, filed on August 23, 2025. It is reasonably foreseeable, *such that a jury must decide the issue*, that an Uber driver who is using drugs *in the vehicle*, would offer drugs to his riders.

It is undisputed that Sebastian met McNeal through Uber. It is undisputed that but for Uber, McNeal would not have sold drugs to Sebastian. As in *Oliver,* a jury could certainly find that Uber's knowledge of McNeal's drug use coupled with its knowledge of drug sales taking place in vehicles, would make it foreseeable passengers could be injured by obtaining drugs obtained from Uber drivers. Whether McNeal provided the fentanyl laced drugs while using the app or on his own personal time and whether he sold the drugs one day after reports of marijuana use or two years after Uber became aware of McNeal's drug use are facts that do not negate the proximate cause question which is one for the jury and not for this Court.

CONCLUSION

Plaintiff respectfully requests that this Court reconsider its order granting summary judgment to Defendants as there are questions of fact for the jury and enter an order denying Defendants' Motion for Summary Judgment.

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Respectively Submitted,

s/ *Oana D. Johnson*

Oana D. Johnson, Attorney at Law
South Carolina Bar #100373
ROSEN HAGOOD, LLC
40 Calhoun Street, Suite 450
Charleston, SC 29412
T: 843-266-8109
E: ojohnson@rosenhagood.com

And

Michelle N. Endemann, Esq.
South Carolina Bar #79894
CLARKSON, WALSH, & COULTER, P.A.
497 St. Andrews Boulevard
Charleston, SC 29407
T: 843-936-5043
E: michelle.endemann@clarksonwalsh.com

Attorneys for Plaintiff

This 2nd day of October, 2025
Charleston, South Carolina

ELECTRONICALLY FILED - 2025 Oct 13 4:05 PM - CHARLESTON - COMMON PLEAS - CASE#2020CP1001553

STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON	IN THE COURT OF COMMON PLEAS
Crista Linares Grainger, as Personal Representative of the Estate of Sebastian Linares Grainger, Plaintiff, v. Uber Technologies, Inc., Rasier, LLC, and Jesse McNeal, Defendants.	Case No.: 2020-CP-10-01553 **UBER TECHNOLOGIES, INC. AND RASIER, LLC'S RESPONSE IN OPPOSITION TO PLAINTIFF'S MOTION FOR RECONSIDERATION**

Uber Technologies, Inc. and Rasier, LLC (collectively, "Uber"), by and through their undersigned counsel, respond in opposition to Plaintiff Crista Linares Grainger, as Personal Representative of the Estate of Sebastian Linares Grainger's ("Plaintiff") Motion for Reconsideration of the Order granting Uber's Motion for Summary Judgment as follows.

LEGAL STANDARD

The purpose of a motion under Rule 59(e), SCRCP to alter or amend the judgment is to request the Court to "reconsider matters properly encompassed in a decision on the merits." *Arnold v. State*, 309 S.C. 157, 172, 420 S.E.2d 834, 842 (1992) (internal citations omitted) (affirming circuit court's decision to deny petitioners' motions for reconsideration). A party may wish to file a Rule 59(e) motion if the party "believes the court has misunderstood, failed to fully consider, or perhaps failed to rule on an argument or issue, and the party wishes for the court to reconsider or rule on it." *Elam v. S.C. Dep't of Transp.*, 361 S.C. 9, 24, 602 S.E.2d 772, 780 (2004).

This Court has stated that "amending a judgment after its entry remains 'an extraordinary remedy which should be used sparingly.'" *Carroll, Jr. v. Isle of Palms Pest Control, Inc.*, No. 2015-CP-10-5944, 2019 WL 10984311 (S.C. Com. Pl. Apr. 23, 2019) (citing *In re Cable &*

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Wireless, PLC, 332 F. Supp. 2d 896, 899-900 (E.D. Va. 2004)). The Court in *Carroll, Jr.* further explained that "motions for reconsideration are not meant to re-litigate issues already decided, provide a party the chance to craft new or improved legal positions, highlight previously-available facts, or otherwise award a proverbial 'second bite at the apple' to a dissatisfied litigant." *Id.*

Plaintiff's motion fails to point to an argument or issue that the Court misunderstood, failed to fully consider, or failed to rule on and, therefore, should be denied.

ARGUMENT

I. The Court applied the proper standard for foreseeability and proximate cause.

The Court properly cited *Oliver v. South Carolina Dep't of Highways & Public Transp.*, 309 S.C. 313, 316-17, 422 S.E.2d 128, 131 (1992) in support of its conclusion that "[t]he only reasonable inference that can be reached is that Uber was not the proximate cause of Plaintiff's damages because any alleged negligence was too remote from Decedent's death." Order Granting Defs.' Mot. for Summary Judgment (Sept. 22, 2025), p. 5. In pertinent part, the Court in *Oliver* explained:

> [W]hile the general rule is that, if, subsequently to an original wrongful or negligent act, a new cause has intervened, of itself sufficient to stand as the cause of the injury, ***the former must be considered as too remote***, still, if the character of the intervening act claimed to break the connection between the original wrongful act and the subsequent injury was such that ***its probable or natural consequences could reasonably have been anticipated, apprehended, or foreseen*** by the original wrongdoer, the causal connection is not broken and the original wrongdoer is responsible for all the consequences resulting from the intervening act.

Oliver, 309 S.C. at 317, 422 S.E.2d at 131 (quoting *Tobias v. Carolina Power & Light Co.*, 190 S.C. 181, 187, 2 S.E.2d 686, 687-88 (1939) (emphasis added)).

Viewing the evidence in the light most favorable to Plaintiff, the Court correctly applied the above standard and found that Uber was not the proximate cause of Plaintiff's damages because any alleged negligence was too remote from Sebastian Linares Grainger's ("Decedent") death, as

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Uber could not have reasonably anticipated, apprehended, or foreseen the events leading to Decedent's death. Uber provided the Uber Application ("Uber App") that Decedent and Defendant Jesse McNeal ("Defendant McNeal"), an independent contractor, used on a single occasion to coordinate a transportation service (the "Trip"). Defendant McNeal and Decedent's illegal drug transactions were conducted days later, using their personal cell phone numbers, and without any use of the Uber App. As the Court correctly held, the "only reasonable inference from the record" is that this attenuated connection is too remote to impose liability on Uber under South Carolina law. Order Granting Defs.' Mot. for Summary Judgment (Sept. 22, 2025), p. 5.

Moreover, the Court specifically considered the two-year-old customer feedback reporting the smell of smoke in Defendant McNeal's vehicle, and correctly determined there was "***no evidence in the record*** to support a reasonable inference that such rider feedback" made Decedent's death reasonably foreseeable to Uber. *Id*. at p. 7 (emphasis added).

The Court was well within its rights to address the issue of proximate cause as a matter of law when, as here, "the evidence is susceptible of only one inference." *Bishop v. South Carolina Dep't of Mental Health*, 331 S.C. 79, 89, 502 S.E.2d 78, 83 (1998). In fact, our Supreme Court has held that the Court "*should* dispose of the matter on a dispositive motion when no reasonable factfinder could find the risk foreseeable or the employer's conduct to have fallen below the acceptable standard." *Kase v. Ebert*, 392 S.C. 57, 63, 707 S.E.2d 456, 459 (Ct. App. 2011) (emphasis added) (quoting *Doe v. ATC, Inc.*, 367 S.C. 199, 206, 624 S.E.2d 447, 450 (Ct. App. 2005)). In affirming a trial court's order granting summary judgment on the basis of lack of proximate cause, the Court of Appeals explained that "South Carolina courts have consistently held evidence must amount to more than speculation and conjecture to submit a case to the jury." *McKnight v. S.C. Dep't of Corr.*, 385 S.C. 380, 389, 684 S.E.2d 566, 570 (Ct. App. 2009). The

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Court in *McKnight* explained that the affidavit the plaintiff relied on to establish proximate cause was "at best nothing more than conjecture and speculation and thus, does not create any genuine issue of material fact." *Id.* at 390, 684 S.E.2d at 571.

In the present case, Plaintiff did not submit any affidavit in opposition to Uber's Motion for Summary Judgment. In fact, Plaintiff merely relied on a memorandum in opposition and an unsworn report from its expert witness. The Court correctly concluded that, even when viewing the evidence in the light most favorable to the Plaintiff, the record was devoid of evidence needed to establish Uber's conduct was the proximate cause of Decedent's death.

II. Uber is not liable to Plaintiff under South Carolina's Transportation Network Company Act ("TNC Act").

The TNC Act provides that a "Transportation Network Company" cannot permit a driver to provide "Transportation Network Company Services" while "under the influence of drugs or alcohol." S.C. Code Ann. § 58-23-1650(F)(4). Plaintiff's contention that Uber "permitted" Defendant McNeal to drive for Uber while under the influence of marijuana is completely unfounded.

As an initial matter, Plaintiff failed to, "by affidavits or as otherwise provided in [Rule 56, SCRCP] . . . set forth specific facts showing that there is a genuine issue for trial." Rule 56(e), SCRCP. Plaintiff submitted an expert witness report in opposition to Uber's Motion for Summary Judgment, which asserted opinions regarding the TNC Act. Uber maintains that this report is inadmissible hearsay. Regardless, Plaintiff failed to point to any evidence establishing that McNeal ever provided a ride under the influence of drugs or alcohol.

Even if there was any evidence establishing that Uber was aware that Defendant McNeal drove under the influence of marijuana in previous years, it would still not be reasonably foreseeable that Defendant McNeal would sell heroin, fentanyl, and painkillers to riders two years

later during his personal time. Plaintiff suggests it is foreseeable that anyone who smells like marijuana would engage in drug deals, selling heroin, fentanyl, and painkillers. There is nothing "reasonable" about this theory of foreseeability.

Moreover, even if Plaintiff could establish that Uber violated the TNC Act, which Uber denies, Plaintiff fails to cite to any legal authority to establish that a private right of action exists under the TNC Act such that Uber could be directly liable to Plaintiff.

CONCLUSION

Plaintiff's purported causal chain is too attenuated and speculative to present a genuine issue of fact as to proximate causation. There is no evidence in the record to support a reasonable inference that rider feedback reporting smoke in 2015 made it reasonably foreseeable to Uber that two years later, Defendant McNeal would have met a passenger, provided his personal phone number, and – undisputably on his personal time – provided heroin, fentanyl, and painkillers to Decedent that resulted in his death twelve days after a trip connected through the Uber App. The lack of evidence to support a reasonable inference of vicarious liability or proximate causation is sufficient for the Court to grant summary judgment in favor of Uber on each of Plaintiff's claims. For the foregoing reasons, Uber respectfully requests that the Court deny Plaintiff's Motion for Reconsideration.

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Respectfully submitted,

s/Robert E. Sumner IV

Robert E. Sumner IV (SC Bar No. 71728)
BUTLER SNOW LLP
25 Calhoun Street, Ste. 250
Charleston, SC 29401
Telephone: (843) 277-3700
Email: robert.sumner@butlersnow.com

Counsel for Defendants Uber Technologies, Inc. and Rasier, LLC

October 13, 2025

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ELECTRONICALLY FILED - 2025 Oct 23 2:33 PM - CHARLESTON - COMMON PLEAS - CASE#2020CP1001553

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

The Hon. Thomas J. Rode, Circuit Court Judge

Case No. 2020-CP-10-01553

Crista Linares Grainger, as Personal Representative of the Estate of Sebastian Linares Grainger, *Appellant,*

v.

Uber Technologies, Inc., Raiser, LLC and Jesse McNeal, *Respondents,*

NOTICE OF APPEAL

Christa Linares Grainger, as Personal Representative of the Estate of Sebastian Linares Grainger, hereby notices her intent to appeal the Order Granting Defendants' Motion for Summary Judgment of the Honorable Thomas J. Rode, dated September 22, 2025 (Exhibit 1) and the Form 4 Order Denying Plaintiff's Motion to Alter or Amend Judgment Pursuant to SC Rule 59(e), dated October 21, 2025 (Exhibit 2).

Appellants received notice of the September 22 Order on September 22 via electronic mail. Appellants received notice of the October 21, Form 4 Order on October 21 via electronic mail.

Counsel of record for Defendants Uber Technologies, Ind. and Raiser, LLC is:

Robert E. Sumner, IV, Esq.
BUTLER SNOW, LLC
25 Calhoun Street, Suite 250
Charleston, SC 29401
T: 843-277-3700
robert.sumner@butlersnow.com

Respectfully submitted,

Oana Johnson by:

Oana D. Johnson, Esq.
South Carolina Bar No.: 100373
ROSEN HAGOOD, LLC
40 Calhoun Street, Suite 450
T: 843-266-8109
ojohnson@rosenhagood.com

AND

Michelle N. Endemann, Esq.
South Carolina Bar No.: 79894
CLARKSON, WALSH & COULTER, P.A.
497 St. Andrews Boulevard
Charleston, SC 29407
T: 843-936-5043
michelle.endemann@clarksonwalsh.com

Attorneys for Plaintiff

This 22nd day of October, 2025
Charleston, South Carolina

ELECTRONICALLY FILED - 2025 Oct 23 2:33 PM - CHARLESTON - COMMON PLEAS - CASE#2020CP1001553

STATE OF SOUTH CAROLINA) IN THE GENERAL SESSIONS COURT
)
COUNTY OF CHARLESTON) NINTH JUDICIAL CIRCUIT

Crista Linares Grainger,)
)
Plaintiff,) Case No. 2020-CP-10-01553
)
vs)
)
Uber Technologies, Inc.,)
et al.)
)
Defendant.

H E A R I N G

BEFORE THE HONORABLE THOMAS J. RODE

DATE: August 26, 2025
LOCATION: South Carolina Circuit Court 9
TRANSCRIBER: Jessica Antonucci

LEGAL EAGLE

Post Office Box

Greenville, South Carolina 29606

(864) 467-1373 -- depos@legaleagleinc.com

APPEARANCES

Oana D. Johnson, Esquire
Rowen Hagood, LLC
40 Calhoun Street, Suite 450
Charleston, South Carolina 29401

Attorney for the Plaintiff

Robert Sumner, Esquire
Edward Mitchell, Esquire
Butler Snow, LLP
25 Calhoun Street, Suite 250
Charleston, South Carolina 29401

Attorney for the Defendant

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EXHIBITS

(No Exhibits Were Marked)

(THIS TRANSCRIPT MAY CONTAIN QUOTE MATERIAL. SUCH MATERIAL IS REPRODUCED AS READ OR QUOTED BY THE SPEAKER.)

JUDGE RODE: All right, can y'all just identify yourself for the record, please?

MR. SUMNER: Your Honor, Robert Sumner, Butler Snow on behalf of Uber and Raiser, Defendants.

MR. MITCHELL: Edward Mitchell, Butler Snow, on behalf of the Defendants.

MS. JOHNSON: Your Honor, I'm Oana Johnson, on behalf of Plaintiff.

JUDGE RODE: All right.

MS. WELLS: Gillian Wells, Rosen Hagood, with Attorney Johnson.

JUDGE RODE: All right, thank you guys very much. All right, Counsel, it's your motion for summary judgment; I'm happy to hear from you.

MR. SUMNER: Thank you, Judge. Would you prefer I would stand at the table, or would you like to use the podium?

JUDGE RODE: You can stand at the table.

MR. SUMNER: Okay, very good.

JUDGE RODE: I was able to review, briefly, your memos that were filed, and your supplement stuff that was filed in the last few days as well.

MR. SUMNER: Well, thank you, Judge. As mentioned a moment ago, I am counsel for both Uber Technologies Inc. and Raiser, LLC. Raiser is a wholly owned subsidiary of

Uber, so this motion is filed on behalf of both. For purposes of this motion, Judge, I'm just going to refer to both defendants collectively as Uber.

JUDGE RODE: Very good.

MR. SUMNER: Judge, we're here today because a young man tragically died when he consumed heroin that was laced with fentanyl in 2017. And I can say I speak on behalf of my law firm and Uber, that we're all very sympathetic and sorry to the family and the friends of Mr. Grainger who died such a senseless and untimely death.

With that said, Judge, this lawsuit should be dismissed because Uber played no role whatsoever in this tragic death. Now, it's Plaintiff's theory that Uber should be liable for damages related to the death of Mr. Grainger, because 12 days after getting an Uber ride from an Uber driver named McNeal, Mr. Grainger called McNeal on his personal cell phone and requested heroin. And because Mr. McNeal complied, bought the heroin and brought the heroin to Grainger, heroin that ultimately killed him, they're arguing that Uber is somehow responsible.

So, let me say it a different way to make sure we're all clear, because I think this is the crux of the motion. Twelve days after McNeal provided a ride and

safely delivered Mr. Grainger to his destination, 12 days later, Grainger picks up his personal phone and calls McNeal on his personal phone and requests heroin.

Plaintiffs say that was Uber's (inaudible). So, Judge, it's the old saying, a picture's worth a thousand words; if I may approach.

JUDGE RODE: Yes, sir.

MR. SUMNER: I think the saying should be a timeline is worth a thousand words. So, I brought this today, if you'd like to take a look at these for demonstrative purposes, to help us keep an eye on the key times and dates because this, like I said, will frame every argument that we made today.

And so to look at this, Judge, you can see on the left-hand side, we highlight the actual Uber ride. On March the 21st at 11:42 p.m., Mr. McNeal picked up Grainger, about a half an hour later, at 11:15 a.m. on the 22nd, he dropped him off. And this occurred on the Uber app while McNeal was driving as an Uber driver.

Skip ahead to the other side of the yellow line. You can see there's two phone calls where Grainger reached out to McNeal. The first one came a day later. On that phone call, Grainger was asking for crack. He requested crack from Mr. McNeal, and by all accounts from the investigation and sworn testimony from the pre-

hearing, I guess it was the pre-sentencing hearing that we attached to our motion, he brought him the crack. That crack didn't have any adverse effects or didn't kill him. But it was 12 days after the Uber ride that Mr. Grainger texted Mr. McNeal on his personal phone and asked him to buy him heroin. Two days after that, they found Mr. Grainger dead.

Judge, I think it's clear to anyone for the passing understanding of the law and a little bit of common sense that this case is that the facts here are just too disconnected and too attenuated for the plaintiffs to be able to draw the connection between what happened to Mr. Grainger and Uber Technologies.

Now, we're going to be making three main arguments, and I'll start with the first. And I want to caveat this, first and foremost, Uber disputes that Mr. McNeal is an Uber employee. But even if McNeal is considered an employee, which we deny, under South Carolina law, an employer cannot be liable for the tortious misconduct of its employee that occurred outside of his employment and on his own personal time.

There's a general rule that was articulated by the Supreme Court in the Armstrong case. It said, "A plaintiff seeking recovery from the master for injuries must establish that the relationship existed at the time

of the injuries, the employment relationship, and also that the servant was then about his master's business and acting within the scope of employment. An act is within the scope where it's reasonably necessary to accomplish the purpose of his employment and in furtherance of the master's business. If the servant steps aside from the master's business for some purpose wholly disconnected to his employment, liability fails."

In the Armstrong case, there were some guys at a Food Lion who decided to attack a patron for some old, you know, settling an old score. They attacked him with a box cutter. And in that case the court said, even though these guys were at work, they had taken a step away from their job and affected an independent purpose of their own. That's a much closer case than what we have here.

Going back to our timeline, 12 days passes after this gentleman is a driver for Uber. And even if he's an employee, 12 days later, on his own phone, on his own time, and certainly not in the furtherance of Uber's business, does this guy decide to act like a drug dealer and deliver heroin laced with fentanyl that ultimately killed Grainger.

And so, under the classic rule, under South Carolina law, this cannot result in liability for Uber. The

plaintiff simply has not presented and cannot present any evidence that McNeal was acting in the course of his employment. And you've read the documents, you've seen what's been submitted. I'll point out to you that there is no opposing affidavit. But what has been presented or argued or alluded to doesn't even attempt to address this critical fact on which liability (inaudible).

The sworn testimony from the investigators, again, attached to our brief, clearly established that the phone call for the drugs happened on personal phone, on personal time. And again, delivering heroin is not Uber's business.

So, considering the evidence before you, and even taking it in the light most favorable to the plaintiff, you cannot and no one could reasonably infer a question of fact that would allow the employment-based claims to survive summary judgment.

For that reason, we ask this court to dismiss the employment-based claims. Now, I'll tell you, Judge, in reading the Complaint, and I'm really new at this case, I've entered the case about 10 days ago, I'm not exactly sure what causes of action are employment-based. It's a little bit vague to me. But I believe that the causes of action would be some kind of vicarious or respondeat liability, respondeat superior liability, negligent

hiring, negligent supervision, or negligent monitoring. But because there is just an utter failure of evidence on the presence of an employment situation, any of those types of causes of action, if they exist in the complaint, should fail.

So, that brings us to liability for an independent contractor. And again, we would argue that Uber is not and cannot be liable for the tortious misconduct of its independent contractor, McNeal, especially when that occurred on his own time and was completely unrelated to the scope of his contracted work.

And there are a number of cases, all from the Supreme Court, the Duane case, the Rock Hill case, and recently the Ruh case, that state generally an employer is not liable for the torts of an independent contractor committed in the performance of his work. That's black letter law that's been recognized since at least 1978, the Duane case.

So, to apply that rule in this case, we must establish two things. Number one, McNeal, the driver, was an independent contractor. And number two, that he was acting within the performance of his contracted work. I should say that a different way. If the plaintiffs are going to prevail, they've got to show that he was an independent contractor, and that he was acting in the

performance of his contracted work.

And I think, based on the timeline, the fact we talked about earlier, on the second point, plaintiffs can't show that he was acting within the scope of his contracted work. He was contracted to be an Uber driver, not to be a drug dealer.

But as to the first point, and I think the most important point as it relates to liability for an independent contractor is, was he an independent contractor? And there's a number of cases, again, from our South Carolina Supreme Court, also from the Court of Appeals, the Cherry case, that state that there really is no concrete rule to establish whether a relationship with an independent contractor exists, but the test typically falls on the degree of control exercised by the (inaudible).

And there's some factors that have been articulated throughout the years in a number of cases that have to deal with direct evidence of the right to control, the method of payment of this contractor, furnishing of equipment for the contractor, and the right to fire.

Now, I do want to make a point, Judge. Plaintiffs have cited to the Nelson case in their briefing, which is a taxicab case, and they're citing that as evidence or precedent in favor of this notion that Mr. McNeal is an

employee, not an independent contractor.

I do want to point out though, that case has been overruled. The brief says it's overruled on other grounds. In fact, the Wilkinson case found that -- and specifically names the Nelson case in a footnote on the second-to-last page, it specifically said it's projecting the application of the four-factor test as it had been articulated in Dawkins and as Nelson applied it.

And the big difference there was, in those cases in Dawson and in Nelson, there was a, I don't want to say presumption, but there was a viewing the elements in the favor of employment. And Judge Kittredge, in his wisdom, saw that to be a problem, saw that to be skewing really the analysis and rejected it, and specifically overruled Nelson. And so, to the extent anyone is relying on Nelson, I would argue that that's misplaced.

But be that as it may, the four factors still remain. And I think the evidence in this case, Judge, is overwhelming. In fact, so overwhelming that you cannot draw a reasonable inference to the contrary. And if you look at what we've got, what we've provided to you, and this is a little pain staking so bear with me, we've got the deposition of Mr. Carroll, the 30(b)(6) representative for Uber. And he testified that Uber doesn't tell its drivers how to drive. Uber doesn't

provide any training. Uber doesn't withhold taxes or provide W-2s. Uber doesn't provide benefits, or equipment, or cell phones, doesn't require a uniform, doesn't set a schedule, doesn't have a minimum amount of time that you have to be on the app, doesn't require you to accept all rides, doesn't assign a boss or supervisor. Uber doesn't require exclusivity, you can ride for Lyft if you want to, doesn't even set your pay periods.

All of this is sworn testimony by the corporate representative, and there's no evidence submitted from the plaintiffs to the contrary. If you take it a step further to the technology services agreement, it's also attached our brief. And courts have said that when you have an independent contractor analysis, the language of the contract shall be given considerable weight. And in this contract, it says explicitly the driver shall be solely responsible in section 2.2. Uber does not direct or control in section 2.4. The driver retains the sole right to determine when to drive in 2.4. The driver has the right to accept or decline a ride in 2.4. The driver cannot require -- excuse me, Uber cannot require a driver to wear logos or colors. The driver has the right to drive from other companies. And most importantly, that TSA agreement defines the relationships as existing between independent contracting parts in section 13.1.

So, on one hand, you've got testimony from a corporate rep. On the other hand, you've got this TSA agreement between Uber and McNeal establishing an independent contractor relationship. But that's not all, because Grainger has a rider on Uber also signed and acknowledged the terms of conditions. And the terms and conditions made it clear that any driver associated with the Uber app is with a third-party provider. It's also referred to as an independent third-party transportation provider. And it says that Uber (inaudible) don't have any liability.

So, not only is the record replete with establishing the existence of an independent contractor relationship, the very (inaudible) at issue here, signed and acknowledged that very fact himself.

Now, we also got the TNC Act, the Transportation Networking Company Act. Judge, this is an act, if you've had an Uber case before, you've heard it. If you haven't, it may be new. It's sort of new to me. Uber is a transportation network company. Mr. McNeal is a transportation network driver. The South Carolina legislature saw it fit to enact a specific statutory framework to oversee the interaction and business of the TNC company and the TNC driver.

And in fact, it goes on to say that the TNC Act

shall exclusively govern the business of TNC companies like Uber, like Lyft. The TNC Act imparts no control between -- you know, on the part of the TNC company over the TNC driver. It imparts no authority to supervise on the part of the TNC company over the TNC driver.

The TNC Act does not -- explicitly does not require drug testing. The act is consistent with this arrangement that has been recognized, and we've cited to it across the country, across the state, the finding of an independent contractor relationship for these TNC type arrangements.

Now, in South Carolina, Judge, we don't have any reported case law at the appellate level, but we do have, and if I may approach again, in that case. And this was actually a matter that appeared in front of this court. Judge Addy was the judge presiding over the issue and was the author of this order granting summary judgment. And I'm not going to belabor the point and read through it all together, but at the end of the day, what Judge Addy found was plaintiffs causes of action against Uber failed as a matter of law because the undisputed evidence of record reveals that Dietrich was acting as an independent contractor rather than an employee or agent at the time the (inaudible).

The facts of that case are different. We're not

dealing with a drug overdose or a drug dealer, but the employment relationship in that case was almost exactly the same as what we have -- or I should say it was exactly the same and the evidence is nearly identical.

And so when you consider all of this evidence, when you consider the testimony from an Uber representative, the language in the independent contractor contract, the language in the terms and conditions signed off on by Grainger, and when you look at the multitude of cases outside of South Carolina and that case recognizing it in the Knapp case in this state and this county, Judge, it leads you to only one reasonable inference, and that is that the relationship between McNeal and Uber was that of independent contractor.

For this reason, and because of the general rule that a principal cannot be found liable for the tortious misconduct of his independent contractor under a vicarious liability theory, any of the causes of action of the complaint rising out of or based on the independent contractor relationship and vicarious liability should likewise be tossed.

So, that leaves me with my final point. And in 2023, South Carolina Supreme Court did recognize the cause of action that is viable in this state against the principal for negligent selection of an independent

contractor. And Judge, this was in the Ruh case, R-U-H. Maybe it's Ruh, maybe it's Roh. I've struggled with the pronunciation. But what I do know is that Justice Few received a question from the District Court and specifically ruled on the question whether or not it's possible for a principal to be liable for the negligent selection of its independent contractor.

And (inaudible) to the case, Judge, because I want to make sure that I'm crystal clear in the way I describe it, because this was a certified question to the South Carolina Supreme Court, whether an employer can be subject to liability for harm caused by the negligent selection of an independent contractor. And the response from the Supreme Court was, yes, the principal in an independent contractor relationship may be subject to liability for physical harm proximately caused by the principal's own negligence in selecting the independent contractor.

And the reason I'm beating that language dead is the scope of the Ruh case is very narrow. This is not dealing with supervision and monitoring, both of which I think would be anathema to a relationship between a principal and independent contractor. If you're monitoring and supervising, then you've got (inaudible). This is laser focused on selection.

And so with that in mind, the questions that Justice Few raises, and he said there's several factors to be considered in this question is, did the principal exercise reasonable care in the selection of its contractor? The standard varies based on the degree of risk. This question relates only to selection. And it's necessary that the negligence in selection was a proximate cause of an injury.

So it's very carefully written and very narrowly tailored, but I think it's worth addressing here. And again, the evidence before you is overwhelming. Based on, and I'll walk through the facts that we have on the record, but based on those facts, we cannot draw a reasonable inference that Uber was anything but reasonable in its selection of Mr. McNeal as a driver.

And the reason being, I'm going to go back to the TNC Act, which as the South Carolina legislature has recognized, is the exclusive governing statutory framework. It's the exclusive governing law for TNC companies. And what the evidence shows you, Judge, is that Uber complied to the letter in all aspects of the TNC Act that could possibly apply to the selection and the prescreening of McNeal as a driver.

And notably, there is nothing in the record, and the plaintiffs have produced no evidence to date, there has

never been anything in McNeal's criminal record that suggested he was a drug dealer or that he had a propensity to buy heroin or crack. There was nothing in his criminal record that would have ever foreseen or made this horrible outcome foreseeable to anyone, much less Uber.

But under the Act, Section 1630 required the driver to provide evidence of insurance, McNeal did; 1640 requires a vehicle safety inspection, McNeal did. Section 1650 is the real driver qualification requirements. And again, this is walked through in painstaking detail in the 30(b)(6) deposition. But what you find is Uber has confirmed there is a valid driver's license. The driver is 21 years old. They did pull a 10-year driving record. They did pull a 10-year criminal background record. Now, they didn't do it themselves. They actually hired an accredited background provider called Checker. But by all accounts and by the evidence in front of you, there's no evidence that Checker was anything other than an accredited reasonable background service.

Through the background checks with Checker, there was nothing that disqualified McNeal as a driver. There are some sexual offenses that would immediately disqualify. There would be driving under the influence

offenses that would immediately disqualify. There is the using a motor vehicle in the commission of a felonious act that would immediately disqualify. None of those were present. And he first started driving in 2015, and they pulled the background reports in 2015, 2016, and I believe 2017.

Again, there's no evidence in front of this court, any history of crimes that would either disqualify him or put Uber on notice that there would be some likelihood or propensity for this guy to be a drug dealer.

We go on under the Acts, and as confirmed by the 30(b)(6), they did show proof of automobile insurance. They did verify compliance with all of these things on an annual basis, including pulling motor vehicle and criminal background checks on an annual basis.

As I mentioned earlier, again, I think it's important to bring up the TNC Act does not have a requirement for South Carolina TNC companies to drug test. So, under no circumstances, with this exclusive governing law for TNC companies, under no circumstances, is Uber obligated to drug test, at least not in this one.

Judge, the multitude of the evidence shows that Uber complied with all the TNC requirements. And for this reason, you can arrive at only one reasonable inference as it relates to this issue, that Uber was reasonable in

its selection of Mr. McNeal as a driver, in enabling Mr. McNeal to drive on the Uber technology application. Further as well, that there's no way, there's no evidence in the record that would establish any kind of causal relationship between alleged negligence and what happened to Mr. Grainger.

I mean, even if you could argue that Uber missed a spot, that Uber somehow missed a step, skipped a step, which they didn't, and the evidence shows they didn't; but even if you were to take that stance, you simply cannot draw the causal connection between a failure in a background check and this attenuated event, this horrible tragic attenuated event that occurred 12 to 14 days after this guy is a passenger in an Uber.

So, Judge, I'll remind this Court, and I know you know, The Kitchen Planners case eliminated the mere scintilla of evidence standard and replaced it with a reasonable inference standard. It also reminds us that plaintiffs in responding to a motion for summary judgment must come forward with specific facts. And in fact, Rule 56(e) says that in opposing a motion for summary judgment Plaintiff must respond by affidavit or otherwise to set forth specific facts.

In this case, Plaintiffs haven't provided an affidavit. They've only submitted an expert report,

which respectfully, I believe it's hearsay at this point. But be that as it may, if you look at the evidence before you, hearsay or not, the weight of the evidence, even viewed in the light most favorable to the Plaintiffs, leads to only one reasonable inference. And that reasonable inference is that there are no questions in fact, this matter can be adjudicated as a matter of law, and this Court should grant our motion for summary judgment and dismiss this case in its entirety.

JUDGE RODE: Thank you, sir.

MR. SUMNER: Thank you.

JUDGE RODE: Counsel, I'll hear from you now.

MS. JOHNSON: Your Honor, the Defendant here tells you that there is no inference, there is no evidence that Uber did not comply with the TNC Act. Yes, there was the painstaking testimony about the TNC Act as the deposition of Uber's representative. And defense counsel questions its representative about every element of the TNC, except the one that prohibits Uber from allowing the driver to use the app and drive a vehicle while intoxicated or have an inference of (inaudible).

This is what we have. We have nine complaints or nine reports of a smoky car, two of which specifically say not cigarette smoke or marijuana smoke. Uber took these complaints and did nothing. Now the testimony --

we don't have to have an affidavit from anybody, their own representative testified that if a driver is under the influence of alcohol or drugs, it should immediately lose access to the app, and that Uber investigates.

Now, how does Uber investigate? Customer service determines whether the driver is qualified to continue using the app or not. Well, customer service, based on Uber's testimony, doesn't have any training into South Carolina, however, they are tasked with determining whether Uber is compliant with South Carolina law and whether the Uber drivers violate South Carolina law or not. That is preposterous. I can't see a scenario under which a company is not liable for introducing a danger to the public like Uber does.

JUDGE RODE: What's the danger?

MS. JOHNSON: The danger is allowing a driver that knowingly uses drugs while using the app to continue to drive for two years after they had learned of the violations of the TNC Act. The --

JUDGE RODE: The inference is that the nine allegations of smoke smell, two of which reference not cigarette smoke?

MS. JOHNSON: One of which specifically references marijuana.

JUDGE RODE: One which specifically references

marijuana, and those are outlined in (inaudible).

MS. JOHNSON: Yes, and --

JUDGE RODE: That creates an inference that he's operating his vehicle under the influence of marijuana?

MS. JOHNSON: Yes.

JUDGE RODE: Is the allegation that damage resulted from his intoxication of marijuana?

MS. JOHNSON: The damage resulted from introducing -- so, let me back up a little bit. The testimony from the 30(b)(6) representative is that Uber introduces drivers to riders to provide a transportation service. The causation here comes from Uber introducing a driver that should not have been allowed to use the app to a rider, which ultimately resulted in this tragic event.

What happened, and what you haven't heard, is Mr. McNeal on the first ride offered Sebastian cocaine. And actually the evidence shows based on the preliminary resentencing hearing, I believe, that they might have even lead toward to purchase more drugs. But that is not really what this case is about. This case is about what Uber did and how if Uber eliminated Mr. McNeal's absence through the app, there would be no contact with Sebastian.

JUDGE RODE: That's the causal link?

MS. JOHNSON: I'm sorry?

JUDGE RODE: That the casual link?

MS. JOHNSON: Yes. But for Uber allowing a driver who knowingly used drugs while using the app, this tragedy would have not occurred because Sebastian and driver would've never been in a situation where Uber was -- the Uber driver was --

JUDGE RODE: Is the but for scenario sufficient enough to establish proximate cause?

MS. JOHNSON: Yes, Your Honor, it is. Because it is clear that it was the Uber app that created this relationship that the first drug offense or drug exchange occurred during the first Uber trip. But for this relationship, Sebastian would have not known that McNeal was in the position to provide drugs or that he was dealing drugs, but for this Uber app they would have not met and (inaudible) --

JUDGE RODE: Doesn't that sort of -- doesn't that -- I mean, let's say they met at McDonald's, but for McDonald's (inaudible), let's say they met at a RiverDogs game, but for the RiverDogs game. Does the law not require some more foreseeability than simply a but for connection between the two people?

MS. JOHNSON: I think that when -- and when Uber allowed somebody that knowingly used drugs while driving with the app --

JUDGE RODE: Well that --

MS. JOHNSON: -- is the (inaudible) --

JUDGE RODE: -- the knowing -- let me be clear, the knowing use of drugs is an inference that is drawn from the smell of smoke in the vehicle?

MS. JOHNSON: Correct.

JUDGE RODE: All right.

MS. JOHNSON: And because they were obligated --

JUDGE RODE: (Inaudible).

MS. JOHNSON: -- to investigate it.

JUDGE RODE: Okay, never mind.

MS. JOHNSON: I'm sorry.

JUDGE RODE: Go ahead, I'm sorry.

MS. JOHNSON: They were obligated to investigate. And the testimony from the 30(b)(6) representative was that the customer service will investigate the events and the driver would immediately lose access to the app, but would have the opportunity to go, get tested for drugs and show that they weren't abusing drugs. But this step didn't happen here because nobody asked McNeal to --

JUDGE RODE: But aren't you assuming also that he would fail the drug test?

MS. JOHNSON: I don't assume anything because we know that there was drug use -- there was marijuana use in the car. The smell of marijuana is established by the

ratings that he received, that Uber received notice. Now, the question here is did Uber have a duty to investigate this? Yes, they -- they admit that in their deposition. Did they investigate? Well, the testimony is that there is no record of any investigation.

So, there is a question of fact of whether Uber complied with the TNC. Because as much as counsel wants to tell us today that Uber complied with every element of the TNC, the one required them to investigate any reports of drugs, drug use, they have not complied with, and they cannot present any evidence that they complied with because their own testimony is that there is no evidence of an investigation.

I'm not even gonna go into whether the investigation would've been sufficient, because there's no trained person or no department that addresses safety. But, Uber is the company that introduces drivers to the public to provide safe rides. Uber prides itself in representing to the public that it -- safety is one of its priorities, yet when something like this occurs and they receive notice that there is use of drugs, they do nothing.

JUDGE RODE: Is it your contention that there was a duty on the part of Uber to investigate the alleged drug use, but failure of -- or specifically investigate the use of marijuana?

MS. JOHNSON: Yes.

JUDGE RODE: Failure of that duty -- as a result of the failure of that duty it's reasonably foreseeable that he would transact in crack cocaine and heroin and fentanyl?

MS. JOHNSON: Well there is a lot of evidence and there are a lot of articles on -- about the drug transactions that occur in Uber rides. And so --

JUDGE RODE: And what about in this case?

MS. JOHNSON: Well, I think it is -- yes, it is foreseeable for (inaudible) because again what would've happened had they investigated it, they would have had to first remote McNeal's access to the app. That is the beginning of the investigation. So, then if there was no evidence that McNeal used drugs, which is impossible because we know there was smoke -- marijuana smoke in his car, then they could've put this dangerous driver on -- back on the Uber app and allow him to have access to the public.

But as it stands right now Uber allowed someone who they had not (inaudible) they had notice that was using drugs to continue to provide rides for (inaudible), which led to a tragic event, it led to the sale of cocaine and ultimately heroin to Sebastian.

We're not here to determine whether there is some

liability for Sebastian in this case. We're here to determine if whether Uber has any liability for failing to comply with the TNC and ultimately allowing a driver with knowledge of drug use to continue to drive.

JUDGE RODE: When was the TNC enacted?

MR. SUMNER: (Inaudible) 2015, June 24th.

JUDGE RODE: I didn't mean to interrupt you, counsel.

MS. JOHNSON: We do have an expert report, there's no expert testimony rebutting the expert report in this case, addressing the issue of whether Uber violated any of its duties. The Defendant has not provided an expert report, has not provided an affidavit, any testimony regarding that expert report.

In fact, again the only testimony that the Defendant relies upon today is the testimony of its 30(b)(6) declaring that they have not violated the TNC. That is simply not true as we can see from the (inaudible). So with testimony showing, admitting violations of the TNC, admitting that McNeal's license to use the app should have been suspended -- or access to the app should have been suspended, admitting that they didn't do any investigation. There is definitely a question of fact as to Uber's liability and Defendant's motion for summary judgment should be denied.

JUDGE RODE: Thank you, counsel.

MR. SUMNER: Your Honor, I'll be very brief. Again, let's put this in context. Mr. McNeal is not an employee; he's an independent contractor. The principal is not liable for the negligent acts of its independent contractor. Now, if you look at the Ruh case, there is the potential for liability in a principal independent contractor setting and it deals with selection. As I said before, nothing that the plaintiffs have said to you challenges it. Uber complied with every single aspect of the TNC Act that had to do with driver prescreening and selection.

What she's talking about is the provision in its section 1650, Section (F)(4). And it says the TNC shall not permit the TNC driver to provide the TNC services who is under the influence of drugs or alcohol. That's not a prescreening issue. Furthermore, respectfully, she takes a giant factual leap in trying to connect the dots between 2015 complaints of smoke smell and her assumption that Mr. McNeal was using drugs while driving.

There is nothing in the testimony that occurred in the Federal Court that suggested that there was drug use between Mr. McNeal or cocaine use in the back seat. I'm not sure where that reference comes from. But I think Your Honor is spot on with this question about causation.

Because in order for the plaintiffs to recover under any theory they have to establish causation not only this but for but also legal causation they must satisfy foreseeability (inaudible).

And no matter how you slice it, whether it's an employee or an independent contractor, when you go back on this timeline and overlay that, Judge, with the efforts that Uber took to comply with the TNC Act, as it relates to selecting and approving McNeal for use on their app, there is just no way that you can clear that divide. There is no way that you can establish but for and foreseeability.

This was a terrible tragedy. I can't even imagine what the Grainger family is going through, by all accounts he seemed like a good kid that got going in a bad way. But to say that it was foreseeable based on the evidence before you, that Uber could have foreseen that this driver was going to sell fentanyl laced crack to this poor kid, is a stretch that is not reasonable. It's an inference that is entirely unreasonable.

And if we start doing this, like you said, the RiverDogs better watch out, McDonald's and Chick-fil-A, and Butler Snow, we better all watch out because now employers are going to be liable on this theory for what our employees do at home, on the weekend, on their own

time. And a chance encounter on a technology app is not enough.

This is an independent contractor relationship. Uber is not responsible for the torts of its independent contractor, and Uber was most reasonable in the selection and screening. And nothing before you and nothing that has been said in this court today refutes those critical points.

And I would ask Your Honor to follow the law and ignore the sympathy, because it is sad. But I think when we apply the law to these facts, and you look explicitly at what's in these briefs and what's attached as exhibits in our original briefs as well as our (inaudible) briefs, there is nothing that bridges that divide. There's nothing that establishes liability for Uber. There's nothing that gets to that critical point of foreseeability. And for that reason this case must be adjudicated as a matter of law. Thank you.

JUDGE RODE: Thank you, Counsel. I appreciate your arguments. I'm going to take it under advisement. You'll have a ruling from the Court very soon.

MR. SUMNER: Thank you, Judge.

JUDGE RODE: I don't know if this was an exhibit or not. If you want it as an exhibit, I suggest you file it, but thank you for providing it.

MR. SUMNER: Thank you. It's just demonstrative.

JUDGE RODE: Thank you. Have you entered an appearance?

MR. SUMNER: I have.

JUDGE RODE: Okay, all right.

MR. SUMNER: It was recent, like I said I think it may have been early last week.

JUDGE RODE: All right, very good. Just wanted to make sure that you'll get notice of (inaudible).

MR. SUMNER: Thank you.

(THERE BEING NORTHING FURTHER, THIS HEARING CONCLUDED)

CERTIFICATE OF TRANSCRIBER

State of South Carolina

County of Charleston

I, JESSICA ANTONUCCI, a court-approved transcriber, do hereby certify that the foregoing is a true, accurate, and complete Transcript of Record of the proceedings had, and evidence introduced in the hearing of the captioned case, relative to appeal, in South Carolina Circuit Court 9, Charleston County, South Carolina, on the 26th day of August, 2025.

That I am not related to nor the employee of any of the parties hereto, nor related to or employed by any attorney or counsel employed by the parties hereto, nor interested in the outcome of this action.

Jessica Antonucci

Jessica N. Antonucci

Transcriber

October 7, 2025

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GALLIVAN WHITE BOYD
Complex experience for complex matters

Allison E. Malone
A member of the South Carolina Bar
amalone@GWBlawfirm.com

November 4, 2024

Charleston County Clerk of Court
100 Broad Street, Ste. 106
Charleston, SC 29401

Re: *Crista Linares Grainger, as Personal Representative of the Estate of Sebastian Linares Grainger v. Uber Technologies, Inc., Rasier, LLC, and Jesse McNeal*
Charleston County Case No.: 2020-CP-10-01553
Rasier Claim No.: 1328422
Crawford Claim No.: 189240193-001-EM
Uber Claim No.:
GWB File No.: 9738-3

Dear Sir or Madam:

In our Memorandum in Support of Motion for Summary Judgment filed on October 29, 2024, exhibit 11 was inadvertently not filed. Please attach this exhibit to that filing.

With kind regards, I am

GALLIVAN, WHITE & BOYD, P.A.

Allison Malone

Allison E. Malone

AEM/mrc

CERTIFICATE OF COUNSEL

The undersigned counsel for Appellants certifies that, in accordance with Rule 210(c), SCACR, this **Record on Appeal** contains all material proposed to be included by any party that was presented to the lower court and not any other material. The undersigned also certifies that this **Record on Appeal** complies with the Supreme Court of South Carolina's Revised Order Concerning Personal Identifying Information and Other Sensitive Information in Appellate Court Filings issued April 15, 2014.

RECEIVED
Jun 12 2026
SC Court of Appeals

This 11th day of May 2026
Charleston, South Carolina

ROSEN HAGOOD, LLC

By:

s/ *Oana D. Johnson*
Oana D. Johnson, Attorney at Law
South Carolina Bar No.: 100373
40 Calhoun Street, Suite 450
Charleston, SC 29401
T: (843) – 266-8109
E: ojohnson@rosenhagood.com

Attorney for Appellant