

**AMERICAN ARBITRATION ASSOCIATION**  
**Consumer Arbitration Rules**

In the Matter of the Arbitration

LAUREN RUTKOVITZ,

Case No. 01-24-0004-5195

Claimant,

v.

UBER TECHNOLOGIES, INC.,

Respondent.

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**AWARD OF ARBITRATOR**

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I, Richard M. Williams, the undersigned arbitrator, having been designated in accordance with the arbitration agreement entered into between the above-named parties, and having been duly sworn, and having duly heard the proofs and allegations of the Parties, each represented by counsel, at an evidentiary hearing held on January 26, 2026 through January 30, 2026 & February 2, 2026 through February 6, 2026, do hereby issue this FINAL AWARD as follows:

**I. PROCEDURAL HISTORY**

This matter arises from a claim filed by Lauren Rutkovitz against Uber Technologies, Inc., (“UBER”) resulting in injuries she alleges resulted from a December 21, 2021 motor vehicle incident during an Uber-arranged ride. Claimant initiated the Arbitration on April 18, 2024, pursuant to the parties Arbitration Agreement.

The Arbitration proceeded under the Consumer Arbitration Rules of the American Arbitration Association. The parties engaged in written discovery, exchanged documents and conducted depositions, including those of Claimant, driver Fola DaSilva, Uber corporate representatives and retained experts.

An evidentiary hearing was held over multiple days in January and February of 2026. Claimant testified on her own behalf and presented testimony from treating physicians, retained medical and other experts and other witnesses. Respondents presented testimony from Mr. DaSilva, Uber’s corporate designee, and retained experts in orthopedics, pain management and accident reconstruction.

Following the close of evidence, the parties submitted written closing briefs and demonstrative materials. Brief oral arguments were held on March 16, 2026. The record was then closed, and the matter was taken under submission for Final Award.

## **II. STATEMENT OF THE ISSUES**

This Arbitration presents the following issues for determination:

### **1. Liability**

- § Whether Uber may be held liable for the conduct of driver Fola DaSilva under applicable statutory, regulatory or common-law principals.
- § Whether Mr. DaSilva acted negligently in the operation of his vehicle on December 21, 2021.
- § Whether any statutory duties under the Public Utilities Code would apply to Uber in connection with the transportation service provided.

### **2. Causation**

- § Whether the December 21, 2021 incident caused or contributed to Claimant's reported injuries, including the need for left-shoulder surgery and the subsequent development of Complex Regional Pain Syndrome (CRPS).

### **3. Damages**

- § The nature and extent of Claimant's past and future medical expenses.
- § Claimant's past and future loss of earnings.
- § Claimant's entitlement to general damages for pain, suffering, and loss of enjoyment of life.
- § Whether Claimant is entitled to pre-award interest on past economic losses.

## **III. FINDINGS OF FACT**

Based on the testimony, exhibits, and the record as a whole, the Arbitrator makes the following findings of fact based upon the preponderance of evidence:

### **A. The Incident**

1. On December 21, 2021, Claimant was a rear seat passenger in a vehicle operated by Fola DaSilva during an Uber-arranged trip in Hayward, California.
2. As Mr. DaSilva entered the SR-92 on ramp in wet roadway conditions, his vehicle lost traction, slid, and struck a guardrail.

3. The loss of control resulted from Mr. DaSilva's failure to maintain safe operation of the vehicle under the prevailing conditions.
4. Claimant was wearing her seat belt and braced herself with her left arm during the slide and impact with the guardrail.

**B. Statutory Liability**

5. Mr. DaSilva was providing transportation services under Uber's TNC permit and with Uber's approval and consent.
6. Under Public Utilities Code Section 5354, the acts of a person offering authorized transportation services with the permit holder's approval are imputed to the permit holder.
7. The imputation under Section 5354 applies regardless of employment classification.  
(Proposition 22's independent contractor classification is irrelevant here)
8. Uber is therefore responsible for the negligent operation of the vehicle during the trip.

**C. Claimant's Injuries and Medical Course**

9. Claimant began experiencing left shoulder, neck and upper back symptoms following the incident.
10. Conservative treatment was attempted but did not resolve her symptoms.
11. On January 31, 2023 Claimant underwent left-shoulder surgery, which her treating physicians deemed reasonable and medically indicated.
12. Following surgery, Claimant developed symptoms consistent with CRPS, later confirmed by her treating pain specialist.
13. Respondent's own pain management expert testified that the CRPS resulted from the surgery and anesthesia.
14. The surgery was reasonable to treat injuries caused by the incident.
15. Under established tort principals, including CACI 3929, a tortfeasor is responsible for additional harm resulting from medical treatment reasonably required by the original injury.

**D. Damages**

16. Claimant incurred past medical expenses in the amounts supported by the medical billing records.

17. Claimant experienced a period of wage loss following the surgery and continues to experience functional limitations affecting her earning capacity.
18. Claimant's CRPS symptoms are ongoing and are reasonably certain to require future medical care.
19. Claimant has experienced severe pain, suffering and loss of enjoyment of life as a result of the injuries and resulting CRPS.

#### **IV. CONCLUSIONS LEADING TO AWARD**

Based on the foregoing findings, the Arbitrator concludes that:

- § Mr. DaSilva was negligent in the operation of his vehicle.
- § Uber is statutorily liable for his conduct under Public Utilities Code Section 5354.
- § The December 2021 incident caused Claimant's initial injuries.
- § The surgery was reasonably required, and the resulting CRPS is legally attributable to the incident.
- § Claimant is entitled to recover past and future economic damages and general damages.
- § Claimant is entitled to pre-award interest on past economic losses.

#### **V. AWARD**

Based on the evidence presented the applicable law and the findings set forth above, the Arbitrator issues the following award:

##### **A. Liability**

##### **1. Driver Negligence**

The Arbitrator finds that Fola DaSilva failed to operate his vehicle with due care under the roadway and weather conditions present on December 21, 2021. His loss of control and collision with the guardrail constitute negligence.

##### **2. Statutory Liability of Uber**

At the time of the incident, Mr. DaSilva was providing transportation service under Uber's Transportation Network Company permit and with Uber's approval and consent. Pursuant to Public Utilities Code Section 5354, the negligent acts of a person offering authorized transportation services with the permit holder's approval are imputed to the permit holder. Accordingly, UBER TECHNOLOGIES, INC. are liable for the negligent operation of the vehicle

during the trip. There is no apportionment between Mr. DASILVA and UBER.<sup>1</sup>

### **3. Causation**

The Arbitrator finds that the December 21, 2021 incident caused Claimant's initial left shoulder, neck and upper back injuries. The left shoulder surgery performed on January 31, 2023, was reasonably required to treat those injuries.

Claimant's subsequent development of complex regional pain syndrome (CRPS) resulted from the surgery and anesthesia. Under established California law, including CACI 3929, a tortfeasor is responsible for additional harm resulting from medical treatment reasonably required by the original injury. The causal chain is therefore unbroken, and Uber is liable for all resulting harm.

## **B. Damages**

### **1. Past Medical Expenses**

Claimant presented medical billing records supporting past medical expenses in the amount of \$157,628.87. The expenses were reasonably incurred for treatment of injuries caused by the incident.

### **2. Future Medical Expenses**

Based on the testimony of Claimant's treating physicians and retained experts and considering the ongoing nature of CRPS, the Arbitrator finds that Claimant will require substantial future medical care.

The reasonable value of future medical expense is \$2,577,318.

### **3. Past Loss of Earnings**

Claimant experienced wage loss following her surgery and during her recovery. The Arbitrator awards \$191,692.

### **4. Future Loss of Earning Capacity**

Given Claimant's ongoing functional limitations and the chronic nature of CRPS, the Arbitrator finds that Claimant has sustained a loss of future earning capacity. The reasonable value of that loss is \$423,533.

### **5. General Damages (Pain, Suffering and Loss of Enjoyment of Life)**

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<sup>1</sup>Civil Code Section 1431.2 (Proposition 51) does not require apportionment where a Defendant's liability is derivative of another's negligence. Because Uber's liability is statutorily imputed under PUC Code Section 5354, Uber and the driver are treated as a single tortfeasor for purposes of Section 1431.2, and no allocation of non-economic damages is required.

Claimant has endured significant physical pain, emotional distress, and loss of enjoyment of life as a result of her injuries and CRPS. Considering the severity and permanence of her condition, the Arbitrator awards \$1,500,000.

**C. Pre-Award Interest**

Under Civil Code Section 3287(a), Claimant is entitled to pre-award interest on past economic losses (past medical expenses and past wage loss from the date of loss).

Using the statutory rate of 10% per annum, the interest accrued from December 21, 2021 to March 26, 2026 totals \$149,055.44.

**D. Total Award**

The total award for compensatory damages and pre-award interest awarded to Claimant are as follows:

Past Medical Expenses	\$157,628.87
Future Medical Expenses	\$2,577,318
Past Loss of Earnings	\$191,692
Future Loss of Earning Capacity	\$423,533
General Damages	\$1,500,000
<b>Sub Total - Compensatory Damages</b>	<b>\$4,850,171.87</b>
Pre-Award Interest	\$149,055.44
<b>Total Award</b>	<b>\$4,999,227.31</b>

**E. Post Award Interest**

Post Award Interest shall accrue on the total award at the statutory rate of 10% per annum from the date of the award until paid in full.

**F. Costs and Fees**

The administrative fees of the American Arbitration Association totaling \$2,500.00 shall be borne as incurred, and the compensation of the arbitrator totaling \$41,430.00 shall be borne as incurred.

**G. Finality**

This award is final and binding on the parties. The award is in full settlement of all claims submitted in this Arbitration. All claims not expressly granted are denied. The Arbitrator retains no further jurisdiction except as required to correct clerical or computational errors.

Date: March 31, 2026, Redwood City, California

Richard M. Williams, Arbitrator

I, Richard M Williams, do hereby affirm upon my oath as arbitrator that I am the individual described in and who executed this instrument, which is my Final Award.

Dated: March 31, 2026

Richard M. Williams, Arbitrator