



However, that in itself does not provide relief. There is nothing special about Cranberry Springs or Cranberry Woods. There are likely other trips where the calculation of the fare was based on erroneous routing. I cannot perform this audit in general, because I have no record of the fare originally estimated, and no record of the route used to calculate the estimate. The request for the commission to order Uber to perform this audit remains.

**Relief requested – (C):**

Audit all Uber trips by any consumers in Pennsylvania to determine excessive amounts charged, and refund such amounts

It was certainly not my intention to start a class action law suit. It would be entirely adequate relief for the Commission to levy a fine on Uber based on the amount of overcharging, or any other criterion the Commission deems appropriate.

**Relief requested – (D):**

Correct the algorithm Uber uses to calculate fares, and ensure that if the actual trip is significantly shorter than the quoted trip, only the amount appropriate to the actual trip is charged

Much as I would prefer not to have to learn Legal Latin, I understand respondent's position that getting the Commission to fix algorithms might be hazardous. But that isn't really what I was trying to say. I accept that the fare estimate was based on a calculation involving an algorithm and rates that are not at issue. What is at issue is that the assumptions about the route were fundamentally at odds with the real world, as transpired during the trip. The calculated estimate was therefore flawed. Therefore I think it would be better to state this as follows:

Mandate that Uber adhere to the published methods of calculating fares, and ensure that if

the actual trip is more than 10% shorter than the quoted trip, only the amount appropriate to the actual trip is charged

Relief Requested (E):

Correct the algorithm Uber uses to calculate fares, such that the fare is recalculated when the user moves the pickup point

I discussed this with respondent's counsel today. Based on my experience it is virtually impossible, once the Uber app is open, to get it to calculate a lower price. Counsel maintains this is not so. In any event this would be moot if relief requested (D) is granted.

Relief Requested (F):

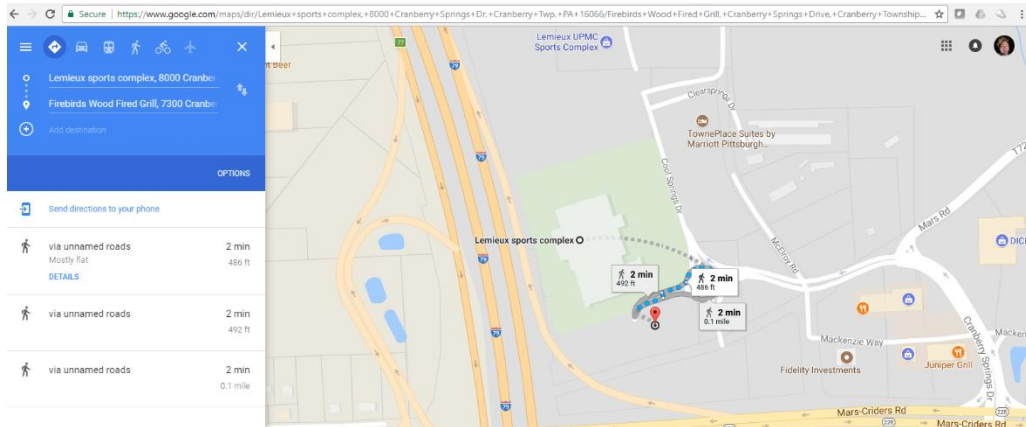
Suspend Uber's license until such time that Uber demonstrates that its charges conform with Uber's published pricing

This relief still seems to me to be appropriate as I believe would be any other sanction to Commission sees fit.

This in no way means that the Commission is regulating Uber's prices or price structure. It simply means that when Uber says it will charge \$10 per mile, but actually charges \$11, it should be held accountable.

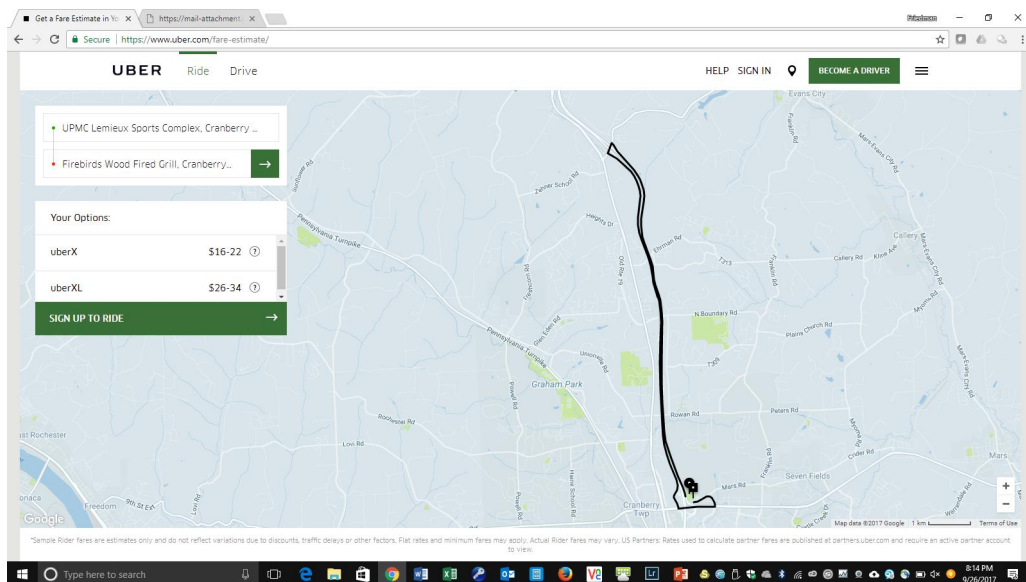
**Continuing Misconduct**

Uber continues to provide estimates that are two orders of magnitude removed from reality. Last Tuesday, September 26, I requested an estimate on Uber's web site to go from Lemieux Center in Cranberry to the adjacent Firebird Grill. Google maps shows this well:



Worst case, this trip involves a short walk of 500 feet or so.

The trip Uber estimates is displayed below:



This trip amounts to 12.4 miles – more than 124 times the length of the trip actually required.,

Uber maintains that when I accept the estimate, however flawed it may be, I have accepted the price.

This cannot be so.

First, Act 164 Chapter 57A17 (a) requires Uber to provide an estimate. Merriam Webster explains that “estimate implies a judgment, considered or casual, that precedes or takes the place of actual measuring or counting or testing out. (estimated the crowd at two hundred)”. In all these instances, Uber knows that the actual measurement of the route is much, much smaller than the route estimated. We know this because it says so on the receipt. And we know this because Uber pays the driver for the route taken, not the route estimated. If the car gets stuck in traffic, through no fault of Uber’s, it will rightly charge more than the estimate. But when the route taken is considerably shorter than the one estimated, through mistakes on the part of Uber, Uber insists on charging the wrongly estimated fare as a minimum.

Second, consider the case where Uber’s estimate omits a decimal point in error, and the estimate is \$785 instead of \$7.85. Uber argues that once I have accepted that estimate, I’m bound to pay. That cannot be correct.

Third, Uber is also wrong in answering that if I don’t like the estimate or the proposed route, I can simply decline. In the instances quoted, I had no expeditious alternative. A gas utility can’t argue that if I don’t like their price I can get electricity: it has to be accountable for the public service it provides.

## CERTIFICATE OF SERVICE

I hereby certify that I have this day served a true copy of the foregoing document upon the parties, listed below, in accordance with the requirements of § 5.14 (*relating to service by party*).

*(List names and addresses of parties and manner in which each was served.)*

Via Email

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Dated this 27<sup>th</sup> day of September, 2017.



F Wagner-Dobler