

## NOTICE OF FILING

### Details of Filing

Document Lodged:	Reply - Form 34 - Rule 16.33
Court of Filing	FEDERAL COURT OF AUSTRALIA (FCA)
Date of Lodgment:	20/06/2025 3:13:59 PM AEST
Date Accepted for Filing:	20/06/2025 3:14:02 PM AEST
File Number:	VID163/2025
File Title:	PAULA KAYE HOBLEY v RASIER PACIFIC PTY LTD
Registry:	VICTORIA REGISTRY - FEDERAL COURT OF AUSTRALIA



A handwritten signature in blue ink that reads "Sia Lagos". The signature is fluid and cursive, with the first letters of "Sia" and "Lagos" being capitalized and prominent.

Registrar

### Important Information

This Notice has been inserted as the first page of the document which has been accepted for electronic filing. It is now taken to be part of that document for the purposes of the proceeding in the Court and contains important information for all parties to that proceeding. It must be included in the document served on each of those parties.

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Form 34  
Rule 16.33

## Reply

No. VID163 of 2025

Federal Court of Australia  
District Registry: Victoria  
Division: General

**Paula Kaye Hobley**  
Applicant

**Rasier Pacific Pty Ltd (ABN 27 622 365 833)**  
Respondent

In response to the **Defence** filed on 11 June 2025, the Applicant adopts the same defined terms as appear in the Statement of Claim filed on 12 May 2025 (the **SOC**), and relies upon the following facts and assertions:

1. Save and except in so far as it contains admissions (including deemed admissions), or as otherwise expressly pleaded in this Reply, the Applicant:
  - a. joins issue with the matters pleaded in the Defence; and
  - b. relies upon the matters pleaded in the SOC.
2. In reply to paragraphs 11(c)(ii), 13(b)(v) and 14(g) of the Defence, the Applicant:
  - a. denies that any agreement was entered into between the Applicant and the drivers of Uber vehicles;

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Filed on behalf of (name & role of party) Paula Kaye Hobley, Applicant  
Prepared by (name of person/lawyer) Ellen Tilbury  
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(include state and postcode)

- b. denies that the Applicant and driver were able to agree to, or did, negotiate a fare on any occasion; and
- c. says that:
  - i. the fees payable by the Applicant on each occasion was set by the respondent (**Uber**) and not subject to negotiation with Uber or any of the drivers of Uber vehicles;
  - ii. between the time the Applicant made a trip request on the Uber app and the time a driver accepted a trip request, the Applicant had no direct contact with, and had no means to contact, the driver of the Uber vehicle;
  - iii. after a driver accepted a trip request, the Applicant had no means of contacting the driver of the Uber vehicle except through the Uber app;
  - iv. the Applicant does not know the identity of any driver save for the information provided by Uber; and
  - v. following the cancellation of each trip, the Applicant had no means of directly contacting the driver of the Uber vehicle.
- 3. In reply to paragraph 11A of the Defence, the Applicant relies upon the matters pleaded at paragraph 12 of the SOC, and says further:
  - a. a rider uses the Uber app to request Uber provide the rider with a vehicle for transportation approved and offered by Uber (**Uber vehicle**);
  - b. a rider is not able to communicate directly with the driver of an Uber vehicle to request transportation services;

- c. Uber decides which driver(s) it presents a rider's trip request to for acceptance or rejection;
  - d. a driver of an Uber vehicle accepts a trip request from Uber and not the rider directly;
  - e. Uber notifies a rider of the acceptance of their trip request and the name of the driver of the Uber vehicle and the registration plate of the Uber vehicle;
  - f. a rider is not able to communicate with the driver of the allocated Uber vehicle except via the Uber app;
  - g. the notification of any trip cancellation is made to a rider by Uber and not the driver of the Uber vehicle;
  - h. a rider pays all fees and transmits all fees for the point-to-point passenger transport services to Uber and not the driver of the Uber vehicle;
  - i. Uber sends the rider a receipt for the amount paid to Uber by the rider for transport from pick up location to destination; and
  - j. Uber sends the rider a receipt for the amount paid to Uber and not the amount the driver of the Uber vehicle is paid for the trip.
4. In reply to paragraph 11B of the Defence, the Applicant relies upon the matters pleaded at paragraph 12 of the SOC, and says further:
- a. the service sought by a rider and provided by Uber includes all ancillary and necessary services to enable a rider to travel from point-to-point;
  - b. Uber charges a rider for all ancillary and necessary services to enable a rider to travel from point-to-point;

- c. a rider is unable to utilise the Uber app to contract for services with a driver directly, or to request a specific driver;
  - d. all services are provided to a rider under the “Uber” brand;
  - e. all services are provided to a rider under the control and direction of Uber;
  - f. Uber markets its services with the phrase “Go anywhere with Uber”;
  - g. colloquially, the practice of obtaining point-to-point services from Uber is described by members of the public as “catching an Uber”;
  - h. it is an artifice to seek to separate or isolate the manner of the delivery or use of the Uber service into component and separate parts.
5. In reply to paragraphs 12(a)(iv) of the Defence, the Applicant relies upon the matters pleaded at paragraphs 12 and 13 of the SOC, and says further that:
- a. when a rider makes a request for point-to-point transport services on the Uber app, Uber makes available different categories of vehicles for the rider to select; and
  - b. each vehicle in each category is approved by and offered to riders by Uber.
6. The Applicant denies paragraph 14(f) of the Defence and repeats and relies on the matters in paragraphs 3 and 4 above and in paragraph 12 of the SOC.

Date: 20 June 2025

A handwritten signature in cursive script, appearing to read 'ETilbury', written in dark ink.

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Signed by Ellen Tilbury  
Lawyer for the Applicant


This pleading was prepared by Kate Eastman SC, Rebecca Davern and Chadwick Wong of counsel.

### **Certificate of lawyer**

I, Ellen Tilbury, certify to the Court that, in relation to the reply filed on behalf of the Applicant, the factual and legal material available to me at present provides a proper basis for:

- (a) each allegation in the pleading; and
- (b) each denial in the pleading; and
- (c) each non admission in the pleading.

Date: 20 June 2025



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Signed by Ellen Tilbury  
Lawyer for the Applicant