Excerpted from Justice Dunphy's decision page 28

CITATION: City of Toronto v. Uber Canada Inc. et al., 2015 ONSC 3572
COURT FILE NO.: CV-14-516288
DATE: 20150703

ONTARIO

SUPERIOR COURT OF JUSTICE

BETWEEN:)

suggests to me a medium of communication with an active participant at the receiving end (such as a dispatcher or telephone service) as opposed to a purely automatic relaying or switching function as is the case with data transmitted from the Rider App.

[102] It follows that the purely automatic, algorithm-driven process of an automatic server directing packets of data containing electronic "requests" over the Internet from the rider's smartphone to drivers who may wish to accept them cannot be characterized as a "call". The ordinary meaning of "call" simply cannot extend as far as the City would seek to extend it. An automatic data relay does not receive a call on any but the most strained of interpretations.

iii. Role of Uber

[103] The only function in the Uber business structure (viewed broadly) that the City has been able to point to in its argument as coming close to the concept of "accepts calls in any manner for booking, arranging or providing limousine transportation" is that of relaying the message sent from the prospective passenger to the prospective driver. There is simply no evidence before me that *any* of the Uber companies who are respondents have any role in that relay function. The owner of the Uber App (Uber Technologies Inc.) is not before me; neither the owner nor operator of the servers in Northern California were identified.

There are three parties to the transaction, UBER, the passenger, and the UBERX driver. Justice Dunphy has found that UBER, the company, is not involved in arranging rides with drivers. Therefore, it leaves only the passenger and the driver involved in arranging rides, which, under the Highway Traffic Act, could be an offence.