

**GOVERNMENT OF THE DISTRICT OF COLUMBIA
OFFICE OF THE ATTORNEY GENERAL**



In the Matter of:

**Rubicorp Technologies, Inc. (d/b/a
“RubiRides”), et al.**

**ASSURANCE OF VOLUNTARY
COMPLIANCE**

ASSURANCE OF VOLUNTARY COMPLIANCE

This Assurance of Voluntary Compliance (“Assurance”) is entered into by the Attorney General for the District of Columbia (“Attorney General” or “OAG”), RubiCorp Technologies, Inc. (d/b/a “RubiRides”), and RubiRides’ CEO and founder, Noreen Butler (“Butler”) (collectively with the Attorney General, the “Parties”). The Parties agree as follows:

I. THE PARTIES

1. OAG is authorized to bring legal actions seeking injunctive relief, restitution, civil penalties, costs, and attorneys’ fees for alleged violations of the Consumer Protection Procedures Act (“CPPA”), D.C. Code §§ 28-3901, *et seq.* Pursuant to D.C. Code § 28-3909(c), the Attorney General is authorized to negotiate and enter into agreements for compliance by merchants with the provisions of the CPPA.

2. RubiCorp Technologies, Inc. is a transportation company incorporated in Wilmington, Delaware, with a principal place of business in Chevy Chase, Maryland.

3. Noreen Butler is the CEO and founder of RubiRides. She resides in Bethesda, Maryland.

II. DEFINITIONS

4. “**Affected Consumer**” shall include any Consumer who added funds to their RubiRides account during the Relevant Time Period and did not have the funds returned to them following RubiRides’ suspension of services in January 2024. Affected Consumers include Consumers who still have funds in their RubiRides account, even if a refund was not requested.

5. “**Consumer**” shall include the definition contained in D.C. Code § 28-3901(a)(2) and, for purposes of this Assurance, shall refer to any individual who used, had a membership with, or subscribed to RubiRides’ services in the District of Columbia.

6. “**Effective Date**” shall mean the last date upon which any party executes this Assurance.

7. “**Relevant Time Period**” shall refer to the date RubiRides launched its services in the District of Columbia in August 2021 through the present.

III. DISTRICT’S ALLEGATIONS

8. RubiRides is a rideshare company that provides transportation services for children in Maryland, Virginia, and Washington, DC. The company launched its operations in the District in August 2021 and suspended its operations in January 2024. As of the date of this Assurance, RubiRides has not restarted operations.

9. Prior to RubiRides’ suspension of services, RubiRides’ CEO and founder, Noreen Butler, was actively involved in the company’s day-to-day operations. During the Relevant Time Period, Butler controlled the company’s customer service, driver recruitment, driver vetting,

family onboarding, hiring, and regulatory compliance. Butler oversaw and dictated RubiRides’ “[d]ay to day leadership, vision, and overall company direction.”

10. RubiRides markets itself as a premier safety option for child transportation, providing Consumers with a membership-based platform in which parents and caregivers can download RubiRides’ mobile application, subscribe to RubiRides’ services—which requires a monthly or yearly subscription fee—and add funds to their account balances to book rides for the children in their care.

11. Although RubiRides represented to Consumers during the Relevant Time Period that they could cancel their subscription by contacting RubiRides directly via the company’s online contact form, phone, or email, RubiRides failed to follow through on these representations starting in late 2023.

12. The company had significant communication issues leading up to and following its suspension of operations in January 2024. Beginning in at least December 2023, RubiRides failed to respond to Consumers’ cancellation and refund requests, withheld Consumers’ account balances (ranging from \$100 to \$1,000 each), and charged Consumers continual subscription fees for now nonexistent services.

13. Following RubiRides’ communication to Consumers in January 2024 that it would only be instituting a “temporary” suspension of services, RubiRides stopped monitoring the company’s email or contact forms entirely—leaving Consumers with outstanding refunds, account balances, and autopay subscription fees with no effective means to reach the company.

14. Although RubiRides represented to Consumers that the company's operations would only be suspended for 30 days—offering a financial reward to Consumers for retaining their subscriptions in the interim—RubiRides never restarted operations.

15. During this same period, RubiRides failed to provide Consumers reliable pick-up services, despite the company's representations to Consumers that RubiRides was “[t]he most trusted partner in safely transporting your loved ones” and the “Premier Transportation Platform that helps busy families get their loved ones from point A to B safe and sound.”

16. Consumers submitted pick-up requests for children that RubiRides failed to fulfill or unilaterally cancelled, leaving Consumers' children without an expected ride, with minimal explanation or response from the company. In several instances, RubiRides billed Consumers for rides that did not take place.

17. For the entirety of its operation in the District, RubiRides operated its ridesharing business without the licenses necessary to lawfully do so under the Taxicab Commission Establishment Act, D.C. Code § 40-301, *et seq.*, a public safety statute that requires ridesharing businesses operating in the District to acquire a Digital Dispatch Services license (for a business's mobile application) and a Private Sedan Business license (for a business's drivers and vehicles).

18. The CPPA prohibits any person or business from engaging in an unfair or deceptive trade practice. The District alleges that RubiRides and Butler violated the CPPA by: (1) unlawfully operating a rideshare business in the District without the licenses required to do so, pursuant to the Taxicab Commission Establishment Act, D.C. Code § 40-301, *et seq.*; (2) holding and failing to return Consumers' account balances in a timely manner; (3) misrepresenting to Consumers when they would receive refunds following RubiRides' suspension of services; (4) misrepresenting to

Consumers the ease of cancelling user memberships/subscriptions; (5) failing to fulfill requests for membership/subscription cancellation in a timely manner; (6) continuing to charge Consumers subscription fees for inactive services; (7) misrepresenting Consumers' ability to contact and/or access RubiRides' customer service in a timely manner; and (8) misrepresenting the reliability of RubiRides' services since at least December 2023.

IV. APPLICATION

19. The Parties have agreed to the terms of this Assurance to fully resolve OAG's allegations against RubiRides and Noreen Butler.

20. The duties, responsibilities, burdens, and obligations undertaken in connection with this Assurance shall apply to RubiRides, its subsidiaries, successors and assigns, and officers and employees, including Butler.

21. The terms of this Assurance shall apply to RubiRides' and Butler's conduct in connection with their provision of rideshare services in the District of Columbia.

22. By entering into this Assurance, the Parties are neither extinguishing any rights otherwise available to Consumers, nor creating any rights not otherwise available under the laws of the District of Columbia, except to the extent that they are resolving all issues or claims that OAG could have brought under the CPPA related to the matters described herein.

V. INJUNCTIVE TERMS

23. The terms of this Assurance shall apply not only to RubiRides, but also to any rideshare or driving-related business that Butler oversees, operates, or controls—including any existing businesses or future businesses that go by a different name than "RubiRides."

24. RubiRides and Butler shall cease all operations in the District, including any current or future involvement in the rideshare services industry (or any other driving-related service or business) until the terms of this Assurance are met and only so long as RubiRides (or any other such business) continues to meet these terms.

25. RubiRides and Butler shall obtain all required licenses and endorsements necessary to lawfully operate in the District (including a Digital Dispatch License and Private Sedan Business license, if applicable).

26. RubiRides and Butler shall acquire a sufficient number of vetted drivers to provide dependable, safe ridesharing (or driving-related) services that align with the reliability and safety features marketed to Consumers in any advertisements, promotions, website, and any other public-facing materials.

27. RubiRides and Butler shall acquire the staff necessary to provide live, responsive customer support for Consumers during regular business hours to confirm pick-up, address safety concerns, cancel services or memberships/subscriptions, and request account balance refunds in a timely manner.

28. RubiRides and Butler shall create and implement a simple mechanism and/or process for a Consumer to cancel a membership/subscription, avoid being charged, immediately stop any recurring charges, and obtain any outstanding account balances, that does not require corresponding or communicating with a customer service representative, and that is provided through the same medium the consumer used to enroll (*e.g.*, through the company's mobile application or website).

29. RubiRides and Butler shall put in place a reasonable policy or procedure for retaining consumer reports, complaints, and other related communications, and shall provide any such records to OAG in a timely manner upon request.

VI. MONETARY RELIEF

30. RubiRides and Butler shall be jointly and severally liable for paying and refunding all Affected Consumers (as defined herein), as detailed below.

31. Within 7 days of the Effective Date, RubiRides and Butler shall review their application/platform to confirm whether any Consumers have an outstanding account balance (*i.e.*, funds Affected Consumers placed in their RubiRides' account that remains with the company following RubiRides' suspension of services). Concurrently (or alternatively, if the application/platform is no longer functional), RubiRides and Butler shall e-mail Consumers who subscribed to RubiRides during the Relevant Time Period via the e-mail address used for their RubiRides account to confirm whether any Consumers are still owed an outstanding account balance. RubiRides and Butler shall send OAG a copy of the e-mail sent to Consumers and any responses.

32. Within 14 days of the Effective Date, RubiRides and Butler shall provide OAG with a list of the remaining Affected Consumers, if any.

33. Within 30 days of the Effective Date, RubiRides and Butler shall attempt to refund each Affected Consumer.

34. RubiRides and Butler shall attempt to provide refunds via the original form of payment charged on the account of each Affected Consumer. If the original form of payment is no

longer available, RubiRides and Butler shall reach out to the Affected Consumer to obtain their preferred payment method (*e.g.*, check by mail) and provide the refund via that method.

35. Concurrently with any refunds, RubiRides and Butler shall send each Affected Consumer, via e-mail to the e-mail address used for their RubiRides account, a message informing the Affected Consumer about the refund issued.

36. For any owed refunds that are unsuccessful, RubiRides and Butler shall within 30 days of attempting payment revert the refund amount to the District.

37. Within 90 days of the Effective Date of this Assurance or such later time as agreed to by the District, RubiRides and Butler shall certify that these obligations are met by providing OAG with:

- a. a list of all Affected Consumers (if any);
- b. an accounting of all refunds that remain owed to Affected Consumers;
- c. a dated copy of any e-mail(s) or other communications sent to Consumers regarding refunds for withheld account balances;
- d. proof of each refund provided (*e.g.*, receipt, bank statements, etc.);
- e. confirmation to OAG of all refunds now fulfilled;
- f. an accounting of any refunds that could not be returned (if any); and
- g. the reversion of any unreturnable refunds to OAG (if any).

38. Any failure by RubiRides and Butler to follow these steps shall constitute a material violation of the Assurance. If OAG believes that RubiRides or Butler have violated the Assurance, the Parties will meet and confer and make a good faith attempt to reach a resolution before any action is taken.

VII. COSTS AND PAYMENT TO THE DISTRICT

39. RubiRides and Noreen Butler are jointly and severally responsible for a total of \$50,000 as a payment to the District. RubiRides and/or Butler shall make the payment within 14 days of the Effective Date. Payment under this paragraph shall be made either by wire transfer or ACH transfer or certified check made out to the D.C. Treasurer and delivered to OAG consistent with instructions from OAG. The District may use any portion of the funds that it receives for any lawful purposes, including, but not limited to, restitution, attorneys' fees, and other costs of investigation and litigation; placement of this payment in the District's restitution fund or litigation support fund; or for other uses permitted by District law, at the sole discretion of the OAG. RubiRides and Butler agree to cooperate with reasonable requests from the District necessary to obtain any modification to the language of this paragraph needed to facilitate the administration of the District's payment under this paragraph.

40. Upon execution of this Assurance, RubiRides and Butler shall provide the District with their Taxpayer Identification Numbers (TIN).

VIII. REPORTING

41. In addition to the reporting requirements explained in paragraph 37, if RubiRides and/or Butler intend to restart operations in the District for any rideshare or driving-related service, RubiRides and/or Butler shall provide the District with the following 30 days prior to beginning operations:

- a. copies of any required licenses and endorsements necessary to lawfully operate in the District, as required in paragraph 25;
- b. evidence of having acquired a sufficient number of vetted drivers for services, as required in paragraph 26;

- c. evidence of having acquired the staff necessary to provide live, responsive customer support during regular business hours, as required by paragraph 27;
- d. evidence of having developed a simple mechanism/process to cancel consumer subscriptions and obtain outstanding account balances, as required in paragraph 28; and
- e. copies of any policy or other documents regarding the retention of consumer reports and complaints, as required in paragraph 29.

IX. RELEASE

42. By execution of this Assurance, and following payment of the \$50,000 required under paragraph 39, the Attorney General terminates its investigation into RubiRides' and Butler's conduct arising out of, resulting from, and/or relating to the factual allegations set forth in Part III, *supra*, and shall release and discharge, to the fullest extent permitted by law, RubiRides and Butler from any and all civil causes of action, claims, damages, costs, attorneys' fees, or penalties the Attorney General has asserted or could have asserted under the CPPA relating to the factual allegations set forth in Part III as of the Effective Date.

X. ADDITIONAL TERMS

43. Any breach of the injunctive terms contained in this Assurance shall be considered an unlawful trade practice that violates the CPPA.

44. RubiRides and Butler shall not cause or encourage any third-parties, or knowingly permit third-parties acting on either party's behalf, to engage in any practices from which RubiRides and Butler are prohibited by this Assurance.

45. RubiRides and Butler shall not participate, directly or indirectly, in any activity, or form any corporate entity or corporation, for the purpose of circumventing any part of this Assurance or the spirit or purpose of this Assurance.

46. Nothing contained herein shall be construed as relieving RubiRides or Butler of the obligation to comply with all District laws, regulations, or rules, nor shall any of the provisions herein be deemed to be permission to engage in any acts or practices prohibited by such laws, regulations, or rules.

47. The Parties understand and agree that this Assurance will not be construed as an approval or sanction by the Attorney General of RubiRides' and Butler's business practices, nor will RubiRides or Butler represent that this Assurance constitutes an approval or sanction of either party's business practices.

48. This Assurance shall be considered effective and fully executed on the last date on which any party executes the Assurance. This Assurance may be executed in counterparts, and copies of signature pages transmitted electronically shall have the same effect as originals of those signature pages.

49. All notices and reports under this Assurance shall be provided to the following address via first class and electronic mail, unless a different address is specified in writing by the party changing such address:

For the District:

Brittany Nyovanie
Assistant Attorney General, Office of Consumer Protection
Office of the Attorney General for the District of Columbia
400 6th Street, N.W., 10th Floor
Washington, D.C. 20001
brittany.nyovanie@dc.gov

For RubiRides and Butler:

Noreen Butler
CEO and Founder of RubiRides
4710 Elm Street, Apt. W301,

Bethesda, MD 20814
(202) 893-3754
Noreen@rubicorp.us

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

FOR THE DISTRICT OF COLUMBIA:

Signed by:
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Assistant Attorney General
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brittany.nyovanie@dc.gov

Date: 3/10/2025

FOR RUBICORP TECHNOLOGIES, INC. (D/B/A "RUBIRIDES"):

DocuSigned by:
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Date: 3/10/2025

FOR NOREEN BUTLER:

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