CANADA

PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

NO: 500-06-000052-262

(Class Action)
SUPERIOR COURT

_____

O. MARGARITIS

Applicant

-vs.-

UBER TECHNOLOGIES INC., duly incorporated, with its head office located at 1725, 3rd Street, city of San Francisco, state of California, 94158, U.S.A.

and

UBER CANADA INC., duly incorporated, with its head office located at 5300-66, Wellington Street West, TD Bank Tower, city of Toronto, province of Ontario, M5K 1E6

and

UBER PORTIER CANADA INC., duly incorporated, with its head office located at 5300-66, Wellington Street West, TD Bank Tower, city of Toronto, province of Ontario, M5K 1E6

and

UBER CASTOR CANADA INC., duly incorporated, with its head office located at 5300-66, Wellington Street West, TD Bank Tower, city of Toronto, province of Ontario, M5K 1E6

and

UBER RASIER CANADA INC., duly incorporated, with its head office located at 5300-66, Wellington Street West, TD Bank Tower, city of Toronto, province of Ontario, M5K 1E6

and

UBER HOLDINGS CANADA INC., duly incorporated, with its head office located at 5300-66, Wellington Street West, TD Bank Tower, city of Toronto, province of Ontario, M5K 1E6

and

RASIER, LLC, duly incorporated, with its head office located at 400-1455, Market Street, city of San Francisco, state of California, 94103-1331, U.S.A.

Defendants

APPLICATION TO AUTHORIZE THE BRINGING OF A CLASS ACTION AND TO APPOINT THE APPLICANT AS REPRESENTATIVE PLAINTIFF
(Art. 574 C.C.P. and following)

TO ONE OF THE HONOURABLE JUSTICES OF THE SUPERIOR COURT OF QUEBEC, SITTING IN AND FOR THE DISTRICT OF MONTREAL, YOUR APPLICANT STATE AS FOLLOWS:

I. GENERAL PRESENTATION

A) The Action

1. The Applicant wishes to institute a class action on behalf of the following class, of which she is a member, namely:

    - All persons resident in Québec who were enrolled in an Uber One subscription without their informed consent and/or who faced prohibitive obstacles when seeking to cancel their subscriptions;

2. The Defendants own, operate and/or control one of the world's most ubiquitous, popular and lucrative rideshare and delivery platforms, offering services to millions of consumers throughout Canada, including within the province of Quebec;

3. The present class action concerns the Defendants' deceptive and unlawful practices in connection with their Uber One subscription service, including misleading marketing practices and deceptive enrolment and auto-renewal strategies, enrolling consumers in paid subscriptions without clear and informed consent and prohibitive cancellation processes;

4. The Applicant contends that the Defendants deliberately designed the Uber One enrollment process to obscure or minimize material information relating to automatic renewal and recurring billing, and other essential subscription terms, thereby impairing consumers' ability to provide clear and informed consent;

5. The Applicant further contends that the Defendants induced consumers into enrolling in Uber One through misleading representations, including representations that consumers could cancel "anytime" and that Uber One would provide specified savings and other membership benefits, while failing to adequately disclose the restrictions, limitations and practices that rendered those representations misleading;

6. Moreover, in some cases, consumers were enrolled in and charged for Uber One subscriptions without their knowledge or explicit consent;

7. The cancellation process for Uber One subscriptions is also intentionally significantly prohibitive, essentially trapping consumers into unwanted subscriptions;

8. The Applicant contends that the Defendants' conduct of enrolling Class Members into paid Uber One subscriptions without their prior free and informed consent and making it prohibitively difficult to cancel the subscriptions, the Defendants induced them to make payments in error and are therefore in receipt of payments not actually due;

9. The Defendants' conduct also gives rise to faults under the *C.C.Q.* and to violations of the *Consumer Protection Act*, C.Q.L.R. c. P-40.1, and of the federal *Competition Act*, R.S.C., 1985, c. C-34, as discussed herein;

10. The Applicant and Class Members suffered significant legally-cognizable compensable injuries directly and immediately caused by the Defendants' unlawful conduct, and are entitled to claim, *inter alia*:

    (a) The price paid for the Uber One subscriptions; and

    (b) Punitive damages;

11. The Defendants' faults are the direct and immediate cause of the above-mentioned pecuniary damages suffered by the Applicant and Class Members;

12. The Defendants should be held solidarily liable;

B) <u>The Defendants</u>

13. Defendant Uber Technologies Inc. ("Uber Technologies") is a Delaware corporation with its principal place of business in San Francisco, California. Uber

Technologies Inc. is a technology company that develops and operates proprietary technology applications supporting a variety of offerings on the Uber platforms, which are available and accessible to all Canadian residents;

14. It is the registrant of the Canadian trademark (design) "U Logo" (TMA957232), which was filed on June 25, 2013, the Canadian trademark (word) "UBER" (TMA TMA935075), which was filed on June 25, 2013, the Canadian trademark (word) "UBEREATS" (TMA1012440), which was filed on June 26, 2015, the Canadian trademark (standard characters) "UBER EATS" (TMA1325950), which was filed on September 30, 2019, the Canadian trademark (standard characters) "UBER ONE" (TMA1404740), which was filed on December 30, 2021, the Canadian trademark (design) UBER ONE LOGO (TMA1341491), which was filed on December 30, 2021, the Canadian trademark (standard characters) "UBER" (TMA1368781), which was filed on January 10, 2022, and the Canadian trademark (standard characters) "UBER", which was filed on June 11, 2026, and has reached the status of formalized;

15. Defendant Uber Canada Inc. ("Uber Canada"), Defendant Uber Portier Canada Inc. ("Uber Portier"), Defendant Uber Castor Canada Inc. ("Uber Castor") and Defendant Uber Rasier Canada Inc. ("Uber Rasier Canada") are Canadian corporations, incorporated under the *Canada Business Corporations Act*, with their principal place of business in Toronto, Ontario. They are directly and wholly owned subsidiaries of Defendant Uber Technologies Inc. Defendants Uber Technologies, Uber Canada, Uber Portier, Uber Castor and Uber Rasier Canada operate as an integrated group in Canada and are engaged in the marketing, offering and/or provision of transportation and delivery services through the Uber platforms throughout Canada;

16. Defendant Uber Holdings Canada Inc. is a related Canadian corporation;

17. Defendant Rasier, LLC ("Rasier") is an American transportation network corporation with its principal place of business in San Francisco, California. It is a wholly-owned subsidiary of Defendant Uber Technologies;

18. Defendants are collectively referred to herein as "Uber" unless otherwise specified;

19. Uber's Canadian websites (www.uber.com/ca and www.ubereats.com/ca) are not standalone websites but rather a set of webpages linked directly to Uber's websites www.uber.com and www.ubereats.com (**Exhibit R-1,** *en liasse***)**;

20. Uber has directly and indirectly derived substantial revenue from the sale of subscriptions to its Uber One subscriptions, including significant revenue derived from the sale of subscriptions to consumers resident in Quebec;

21. The Applicant contends that the Uber Defendants are solidary liable based on the following reasons;

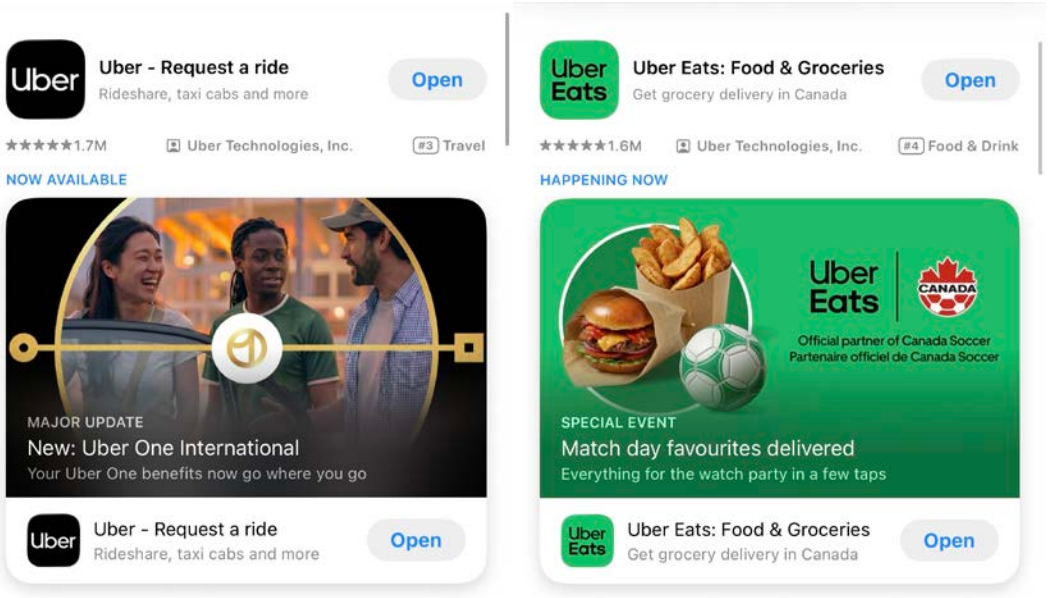
- each Defendant was the other's agent;
- each Defendant's business was operated so as to be inextricably intertwined with the other's business as one corporate enterprise;
- each Defendant entered into a common advertising, promotion, and subscription strategy with the other;
- each Defendant carried their operations pursuant to a common business plan that was jointly developed;
- each Defendant intended for their businesses to appear to be operated, and were in fact operated, as one common business organization;

C) <u>The Situation</u>

I. Overview

(i) The Defendants' Platform and the Uber One Subscription – Background

22. Uber is a multinational technology platform enabling consumers to connect with drivers and arrange and schedule transportation or delivery services. Uber offers two web-enabled mobile applications, the Uber application and the Uber Eats application (collectively, the "Uber Apps"), which are available to consumers throughout Quebec and Canada via their mobile devices and/or online through their desktop computers;



23. The Uber Apps allow consumers to request and pay for transportation (rideshare) or courier services as well as order food, groceries, convenience items, retail products and other eligible goods for delivery (the "Uber Services"). Consumers may access both transportation and delivery services through either application using the same Uber account;

24. To use the Uber Services, consumers must create an Uber account and provide at least one payment method. Once entered, the payment information is stored by the Defendants and is not required to be re-entered for subsequent transactions. Uber automatically charges the stored payment method for Uber Services used, as well as for other charges associated with the consumer's Uber account, including Uber One subscription fees;

25. Further, Uber requires consumers to maintain at least one payment method on file, and does not permit consumers to remove it unless and until another payment method is added, as appears from and extract of Uber's website, **Exhibit R-2**;

26. Launched in Canada on or around July 22, 2022, Uber One is a recurring paid subscription service available to Uber account holders, through which the Defendants purport to offer consumers using the Uber Services various membership benefits, including savings on rides and deliveries;

27. Consumers may purchase either a recurring monthly Uber One subscription for $9.99 plus applicable taxes or a recurring annual subscription for $99.99 plus applicable taxes, the whole as appears from articles from the Defendants' website entitled "Introducing Uber One: one membership bringing together the best of Uber and Uber Eats" dated July 22, 2022, and "What is Uber One?", **Exhibit R-3**, *en liasse*;

(ii) Uber's Deceptive Practices and Consumer Protection Concerns

28. This class action concerns the Defendants' conduct of enrolling Class Members into Uber One subscriptions through deceptive marketing and enrolment practices, charging consumers for Uber One subscriptions without their free and informed consent or, in some instances, without their knowledge or consent altogether, and implementing cancellation procedures that are unnecessarily lengthy, complex and restrictive;

29. Uber's conduct in connection with Uber One forms part of a troubling, widespread and systematic pattern of business practices deployed in the context of subscriptions for products and/or services for which enrollment occurs online;

30. Subscription and auto-renewal models and mechanisms are indeed increasingly raising concerns regarding consent, transparency, and the difficulty of cancelling subscriptions subject to auto-renewal;

31. In essence, the Defendants and other businesses employing these models and mechanisms deploy deceptive, misleading, fraudulent, and unfair practices to manipulate consumers into recurring subscriptions and/or discourage or actively block them from cancellation. These practices are considered "dark patterns" and are motivated by the imperative of maximizing profits;

32. Common examples of these unfair, misleading, deceptive and fraudulent practices include:

    - Making subscriptions easy and/or automatic by default, but making cancellation highly difficult or functionally impossible;

    - Automatically enrolling consumers in recurring subscription or payment plans by default without clear disclosure or explicit consent;

    - Setting up obstacles, hurdles, or barriers making it difficult for consumers to access information or cancel their subscription;

    - Hiding or postponing presentation of relevant or material information about a transaction to consumers;

    - Using misleading or confusing language to entire users to take or refrain from taking particular actions;

33. The present class action alleges that the Applicant and Class Members were, *inter alia*:

    - Enrolled into Uber One subscriptions without their free, prior and informed consent, including through Uber's use of deceptive or ambiguous user interfaces on the Uber Apps;

    - Enrolled into Uber One subscriptions without their knowledge or express consent;

    - Encountered deliberately obstructive and unreasonable obstacles to cancelling their Uber One subscriptions, in addition to confusing offers and instructions when attempting to cancel (i.e. "dark patterns");

34. Uber One's subscription-based model involves offering consumers various benefits through monthly or annual subscription plans that automatically renew at the end of the subscription unless consumers take affirmative steps to cancel by a certain date. Monthly subscriptions are automatically renewed and billed each month, and annual subscriptions are automatically renewed and billed each year. In each case, the Defendants automatically charge the payment method already linked to the consumer's Uber account;

35. Uber One's subscription-based model and auto-renewal mechanisms have proven highly lucrative to its bottom line;

36. Indeed, Uber One has experienced substantial growth in the last two years. As of May 6, 2026, Uber had enrolled more than 50 million consumers into Uber One subscriptions, whose transactions accounted for 50% of all bookings on the Uber platform. Uber also reported ending 2024 with 30 million Uber One subscribers, representing an increase of 20 million members in 15 months. The whole as appears more fully from Uber's Q1 2026 Earnings Call transcript and "Q1 2026 Prepared Remarks" dated May 6, 2026, attached herein as **Exhibit R-4**, *en liasse*;

II. Uber's Problematic Subscription Practices

37. The Uber One enrollment process is deceptive and misleading as it fails to clearly and prominently disclose and instead deliberately obscured key terms of the Uber One subscription. This includes the true benefits and savings, the recurring nature of Uber One, the timing of the recurring charges, and the process for cancellation;

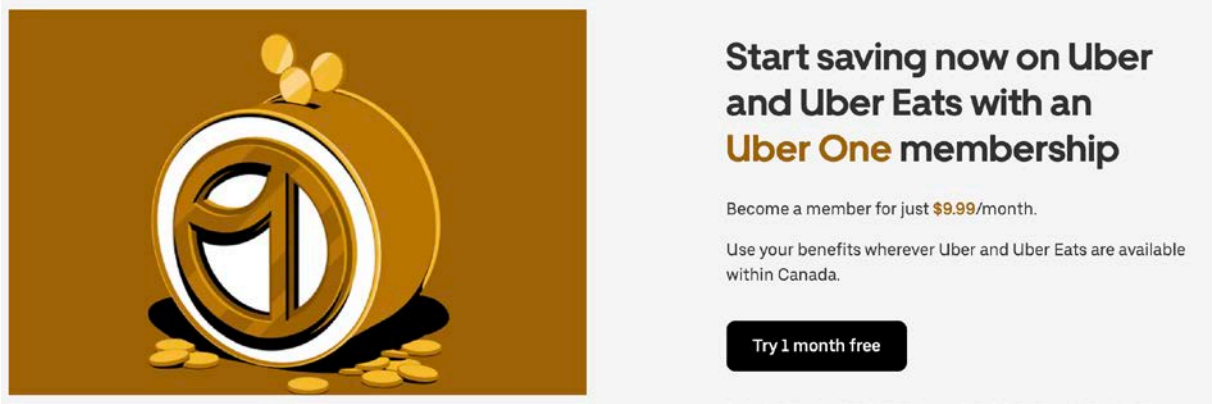
38. The overall impact of Uber's insufficient disclosure is to manufacture consumers' consent to enroll in a recurring monthly (or annual) commitment;

39. Material terms of an Uber One subscription include the following:

- Certain savings are only applicable on "eligible" orders or have other limitations;
- Subscribers are automatically enrolled and charged for a recurring subscription until they cancel;
- Subscribers are charged 48 hours prior to the renewal date;
- Subscribers seeking to cancel their subscription within 48 hours of the renewal date must take additional steps to cancel by contacting customer support;

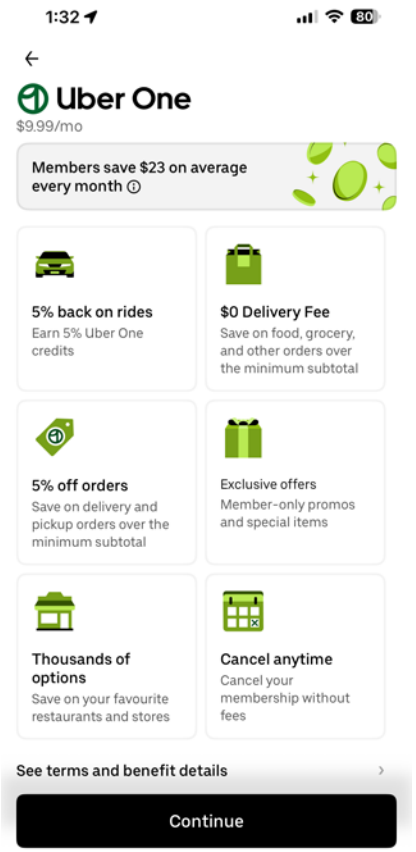
(i) Representations Made in Marketing Uber One

40. Uber markets its Uber One subscription as a membership program that offers consumers a variety of savings, discounts and other benefits across both Uber App, as appears namely from an extract of the Defendants' website https://www.uber.com/ca/en/uber-one/, **Exhibit R-5**:



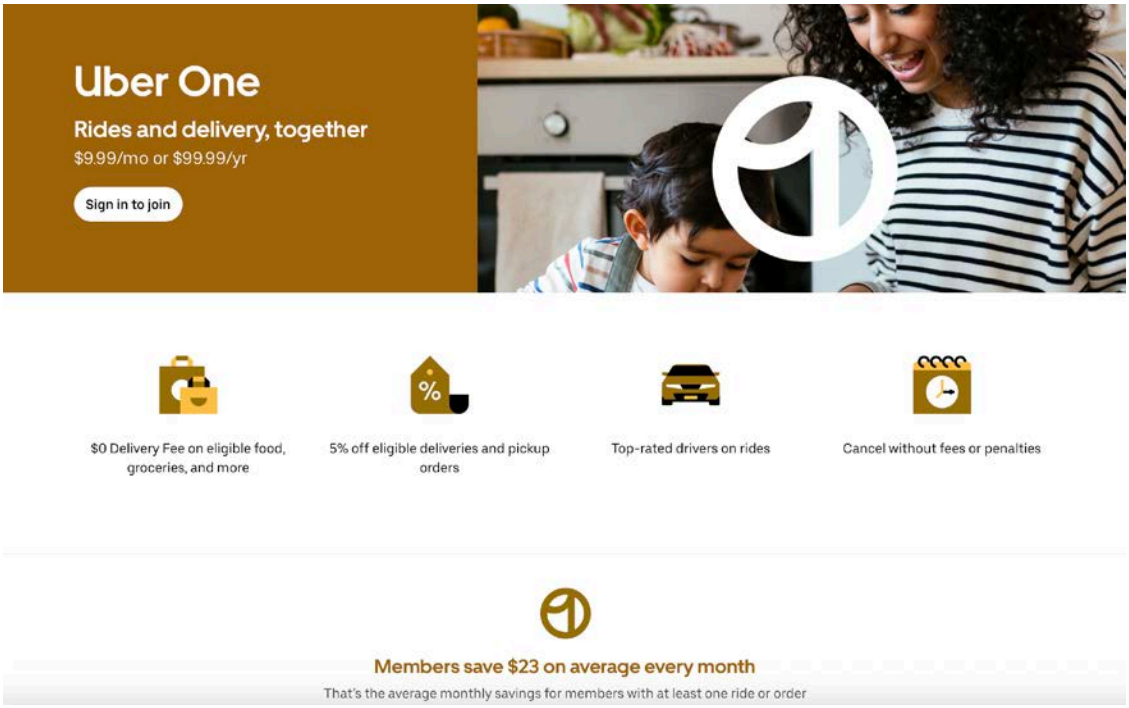
41. As part of its marketing, at various stages of the consumer journey, including throughout the Uber Apps, Uber promises consumers certain savings and that they will be able to cancel their Uber One subscription "anytime" without fees;

42. For example, during the enrollment process for Uber One in the Uber Apps, Uber makes several representations, including that "members save $23 on average every month" and that there is a "$0 Delivery Fee", as appears from the screenshot displayed below and attached herein as **Exhibit R-6**:



43. In the above screenshot, Uber also represents that consumers can "cancel [their] membership anytime without fees";

44. Similarly, one of Uber One's sign-up pages on Uber's website states that Uber One members can "cancel without fees or penalties" and further touts that members "save $23 on average every month, adding that "that's the average monthly savings for members with at least one ride or order", as appears from a screenshot from Uber's website https://www.ubereats.com/ca/uber-one attached herewith as **Exhibit R-7**:



45. Uber repeats similar claims throughout the consumer experience, as will be shown through various screenshots throughout the present class action;

46. However, in reality, these claims are false and/or misleading;

47. Consumers cannot cancel Uber One "anytime" without paying additional fees. As described below, Uber has implemented a cancellation process that is unnecessarily lengthy, complex, and, in certain circumstances, time-restricted, with the result that consumers are not always able to cancel before their subscription renews and are consequently charged additional subscription fees;

48. In addition, Uber's internal testing documents from January 2023, referred to in the FTC Complaint, showed that users were not actually saving the advertised (at the time) $25/month by using Uber One;

49. Moreover, Uber's advertised savings do not account for the cost of an Uber One subscription, and were calculated without deducting the subscription fees paid by consumers;

50. Further, Uber One subscribers have reported paying delivery fees;

(ii) The Uber One Enrollment Process

51. There is no shortage of opportunities for consumers to enroll in Uber One, with enrolment prompts appearing at numerous stages of the consumer experience;

52. Consumers can be enrolled in an Uber One subscription in several ways, including through push notifications, pop-ups within the Uber Apps, prompts displayed during the checkout process for rides and deliveries on the Uber Apps and through the Defendants' website. In some cases, consumers can find themselves enrolled in and charged for Uber One without their knowledge or consent;

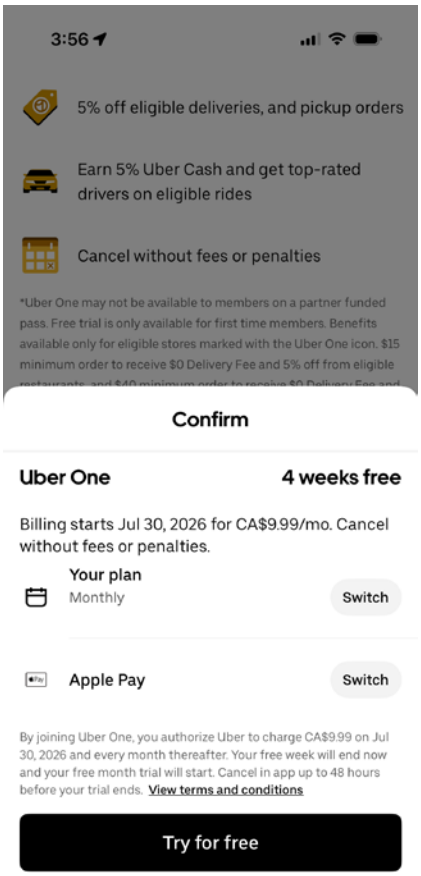
53. Regardless of how the consumer is enrolled, subscribing to Uber One is a simple process that can be completed within moments, in as few as two clicks. It is processed immediately, without requiring any interactions with customer support representatives;

54. The simplicity of the Uber One enrolment process is demonstrated in the screenshots produced below, and stands in stark contrast to the convoluted multi-step process that consumers must navigate to cancel their Uber One subscriptions;

55. One of the ways that the Defendants lure and retain Uber One subscriptions is by offering free trials. Before the conclusion of the free trial period, consumers are automatically enrolled in and charged for an Uber One subscription, using the payment information linked to their Uber account;

56. Uber does not force or otherwise require consumers to reconfirm their consent to enroll in the paid Uber One subscription. Significantly, there are no free trial options that allow consumers to select whether to enroll in a paid subscription once the free trial period concludes;

57. The following screenshot, attached herein as **Exhibit R-8**, displays the checkout page for beginning a free trial:



58. The above screenshot clearly shows that consumers are required to have entered their payment information in order to access the free trial. The only option available to consumers is to "Switch" the existing payment method; they cannot proceed without a payment method on file;

59. As such, under Uber One's subscription model, consumers who accept the free trial offer are required to agree to become automatically enrolled in the paid subscription at the end of their free trial, and for their credit card to be charged automatically, until they cancel. Consumers are not provided with the opportunity to choose a free trial that does not involve automatic enrollment;

60. However, Uber fails to clearly and conspicuously disclose the above material terms to consumers. Rather, at the very bottom of the screen, there is inconspicuous text in a small, light grey font that is significantly less prominent than the surrounding text and is easily overlooked by consumers. On a smartphone, the text is even less conspicuous due to the size of the screen;

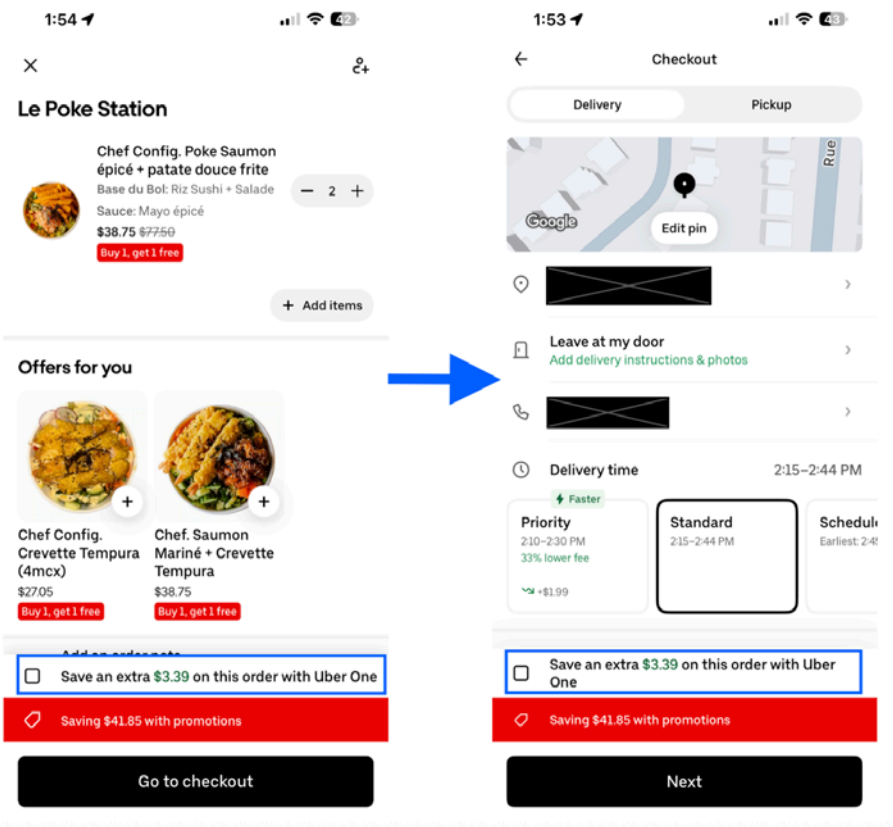
61. Other material terms and conditions can only be accessed if the consumer clicks the hyperlink labelled "View terms and conditions", which opens a page titled "Terms and Conditions for Renewable Passes", as appears from **Exhibit R-9**;

62. Further, consumers who successfully cancel their free trial before the trial period expires immediately lose access to Uber One. This information is found on the terms and conditions page accessible via hyperlink;

63. According to the FTC Complaint filed in 2025, in 2022 the Defendants implemented a policy under which consumers immediately lose access to Uber One upon cancelling a free trial, to "minimize the number of early quitters" and "reduce such likelihoods of users going through with early cancellations in the trial period";

64. Consumers wishing to receive the full benefit of the promised free trial are therefore induced to wait until the end of the trial, despite the Defendants' policy requiring cancellation at least 48 hours before the renewal date to avoid being charged. As a result, those consumers are billed for a recurring Uber One subscription;

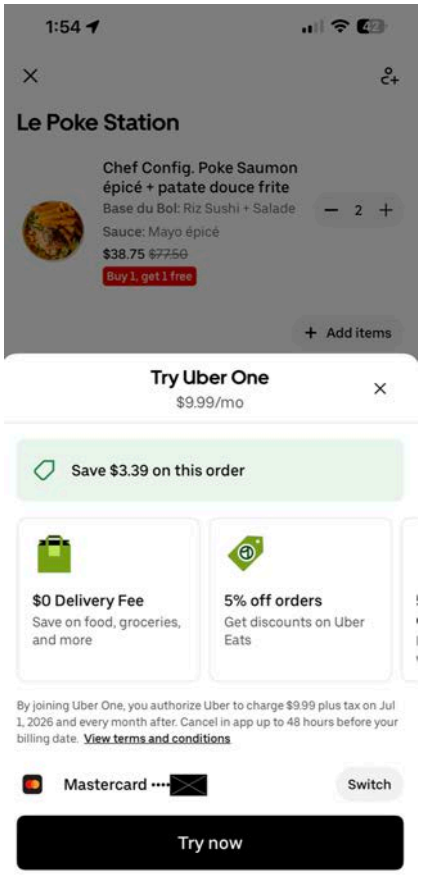
65. Another opportunity for enrolment arises during the checkout process in the Uber Apps. Consumers are repeatedly presented with prompts encouraging them to enroll in Uber One at successive stages of the checkout process before they complete their transaction, thereby exposing consumers to multiple enrolment opportunities during a single purchase, as appears, for example from the screenshots reproduced below, attached herein as **Exhibit R-10**:



66. The above screenshots show that a consumer attempting to place an order in the Uber Eats app, for example, is presented, immediately above the "Go to checkout"

button, with a checkbox inviting them to enroll in Uber One by representing that they can save a specified dollar amount on their order. If the consumer does not select the Uber One checkbox on the first screen and instead taps the "Go to checkout" button, the Uber One enrolment prompt reappears on the following screen, prior to finalizing their order;

67. If the consumer checks the Uber One checkbox prompt on either screen, a pop-up immediately appears on the screen inviting the consumer to "Try Uber One". The pop-up also displays a "Try Now" button, and again highlights the purported benefits of an Uber One subscription, including "0$ Delivery Fee", as shown below, **Exhibit R-11**:



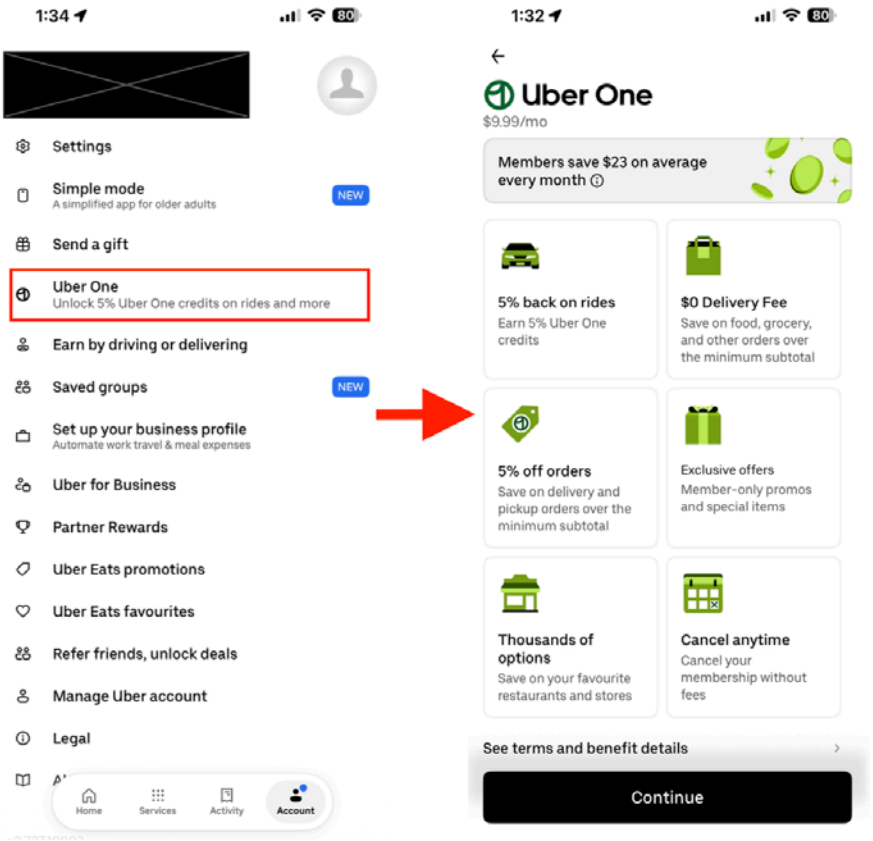
68. Although Uber employs the words "Try Now" here, this is not a trial of any sort. Once the consumer clicks "Try Now", they are immediately enrolled in Uber One and will be automatically charged on a recurring monthly basis, without any further steps or formalities;

69. Uber's use of the phrase "Try Now" minimizes the significance of the consumer's action. It suggests a temporary experience and falsely conveys the impression that the consumer is merely trying the service without making an immediate binding commitment to a recurring paid subscription;

70. Again, Uber does not clearly and conspicuously disclose to consumers that they will be automatically enrolled in a recurring Uber One subscription by clicking "Try now";

71. Further, the only allusion to automatic enrollment in a recurring monthly subscription is found in at the bottom of the screen in tiny grey font;

72. Another means way for consumers to be enrolled in Uber One is by selecting the "Account" tab from the home screen of the Uber Apps and then tapping the "Uber One" option on the "Account" screen. They are then directed to a promotional screen highlighting the benefits of Uber One, including the representations that members "save 23$ on average every month", "0$ Delivery Fee" and that consumers can "cancel anytime" without fees, as seen in the screenshots below and attached herein as **Exhibit R-12**:

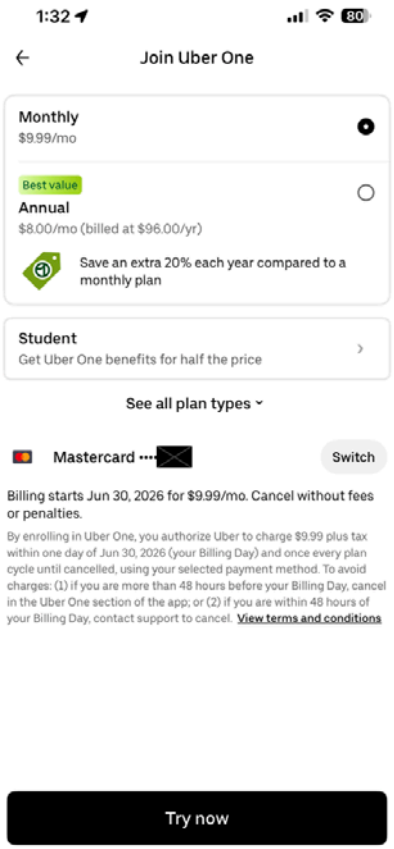


73. The above Uber One promotional screen provides insufficient disclosure to consumers regarding material terms such as savings and the representation that they can "Cancel anytime";

74. To access additional relevant information, consumers would have to click the hyperlink labelled "See terms and benefit details". A page titled "Benefit details" then appears, which explains the limitations of the "0$ Delivery Fee" for example, as appears from the screenshots attached herein as **Exhibit R-13**;

75. To access the subscriptions "terms" however, consumers then need to scroll to the bottom of the "Benefit details" page where they can click another hyperlink labelled "View terms and conditions", which then opens a page titled "Terms and Conditions for Renewable Passes" (see above screenshot, Exhibit R-9);

76. By selecting the "Continue" button on the promotional page, consumers are directed to the Uber One checkout screen, where they may complete their enrolment in the subscription, as seen in the screenshot below reproduced as **Exhibit R-14**:



77. Here, Uber once again uses the misleading phrase "Try Now" to invite consumers to proceed. In reality, like the preceding example, upon tapping the "Try Now" button, consumers are immediately enrolled in a recurring Uber One subscription and are not, in fact, simply "trying" anything;

78. Again, material subscription terms are insufficiently disclosed, at the very end of the page, in small, inconspicuous light grey font appearing on a smartphone screen;

79. In all of the above enrollment examples, Defendants fail to clearly and conspicuously disclose various material terms prior to consumers' enrollment in Uber One;

80. Not only is consumers' free and informed consent undermined by Uber's failure to adequately disclose the material terms of the Uber One subscription as discussed above, but in some cases, consumers were charged without having consented at all;

81. Indeed, consumers have also reported discovering recurring Uber One subscription charges on their payment cards despite never knowingly signing up for, authorizing or even being aware that they had an Uber One subscription;

82. A CBC News article published on May 27, 2026, interviewed six consumers across Canada, including from Montreal, Quebec, reported discovering that they were being charged for Uber One subscriptions that they never enrolled in, as appears from a CBC News article entitled "Upset Uber customers charged for monthly memberships they say they never signed up for" dated May 27, 2026, **Exhibit R-15**;

83. Similar complaints have also been submitted to the Better Business Bureau ("BBB");

84. One consumer complained to the BBB "I was charged $9.99/month since February 2026 for a membership I never acknowledged or accepted". Another complained that "I keep getting charged for an uber one account I never signed up for. The app even shows I don't have the membership but I still somehow keep getting charged" (see **Exhibit R-16**);

III. The Defendants' Prohibitive Uber One Cancellation Process

(i) Overly Complex Cancellation Process (Dark Patterns)

85. Another central aspect of the present class action is that Class Members encountered deliberately obstructive and prohibitive obstacles to cancelling their Uber One subscriptions;

86. Uber intentionally designed and structured the Uber One cancellation process to be frustrating and confusing for consumers to cynically discourage them from cancelling and to remain subscribed. Uber's conduct is deliberate, as it could have readily implemented a simple and accessible cancellation process, as demonstrated by the straightforward and accessible enrollment process;

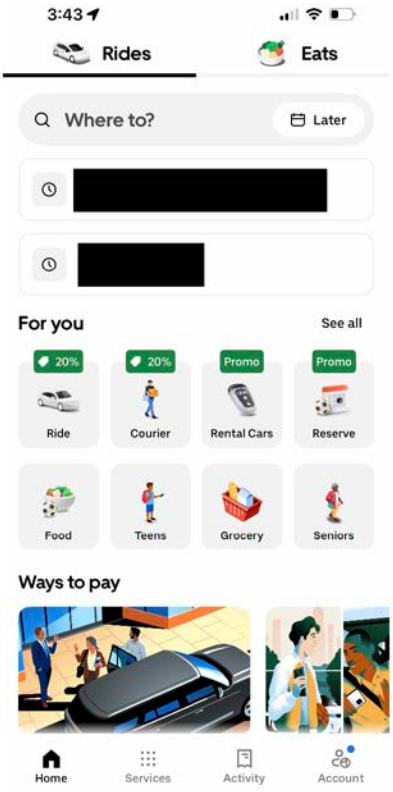
87. Uber represents to consumers that an Uber One subscription may be cancelled anytime;

88. The cancellation process is not, however, as simple as claimed. Consumers must instead go through a multi-step cancellation process that is difficult to navigate, and sometimes through additional channels to cancel their subscription; Uber also incorporated interface design features intended to discourage, delay or impede cancellation, and repeatedly tries to persuade consumers not to proceed with the cancellation proceed by offering discounts and other promotions;

89. Moreover, the cancellation process includes time-based restrictions. As detailed herein, Uber utilizes various tactics that prevent or make it hard for consumers to cancel when they attempt to do so within 24 to 48 hours of their renewal date, often resulting in consumers being charged for additional months or even years of a service they no longer want or need;

90. Various aspects of the overly and needlessly complex cancellation process are detailed below;

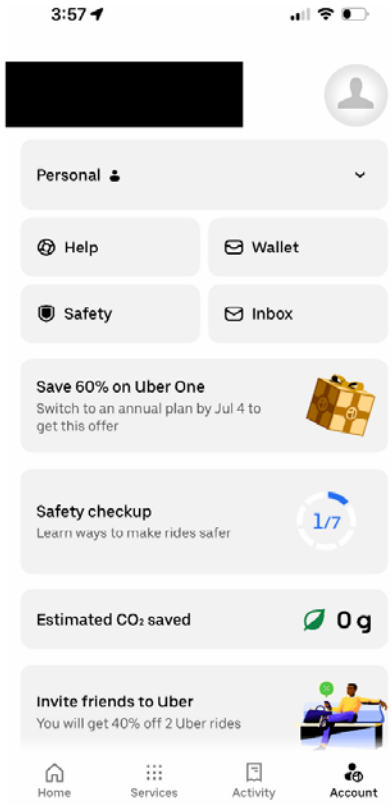
91. To begin the multi-step Uber One cancellation process, consumers must first open one of the Uber Apps to its home screen (see **Exhibit R-17** below):



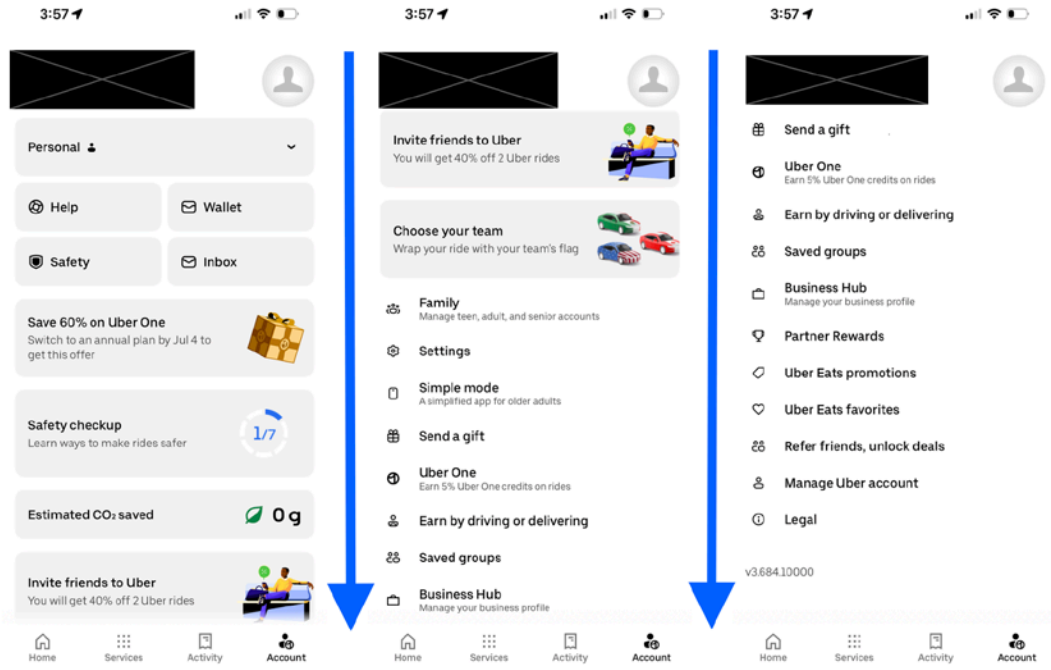
92. The Uber Apps' home screen contains no mention of Uber One or a subscription/membership. As a result, consumers seeking to cancel may have to try different sections, such as "Services" or "Activity", to no avail, before locating the correct pathway;

93. To access the cancellation process, consumers must instead select the “Account” tab in the bottom-right corner of the screen, which leads to the “Account” screen, where the first of many steps in the Uber One cancellation process begins;

94. The screenshot displayed below and attached herein as **Exhibit R-18**, shows the first portion of the “Account” screen:



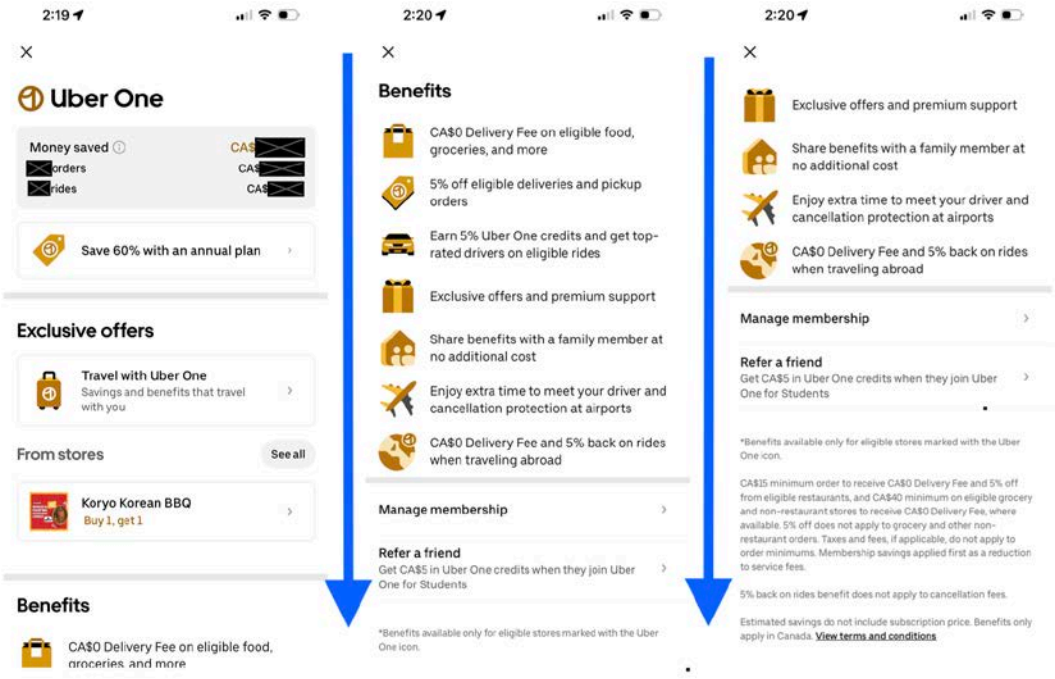
95. Here, consumers are presented with numerous buttons, none of which are labelled “cancellation” or otherwise indicate that they would lead to the next steps of the cancellation of an Uber One subscription. Instead, they must scroll further down, to view more choices, as displayed in the screenshots below, **Exhibit R-19**:



96. Even after scrolling to the bottom of the "Account" screen, the pathway to cancelling an Uber One subscription remains unclear to consumers. Consumers who select seemingly relevant options, such as "Settings" or "Manage Uber Account", are diverted to unrelated account management screens rather than the cancellation process. Instead, consumers must locate and select the "Uber One" option to continue toward cancellation;

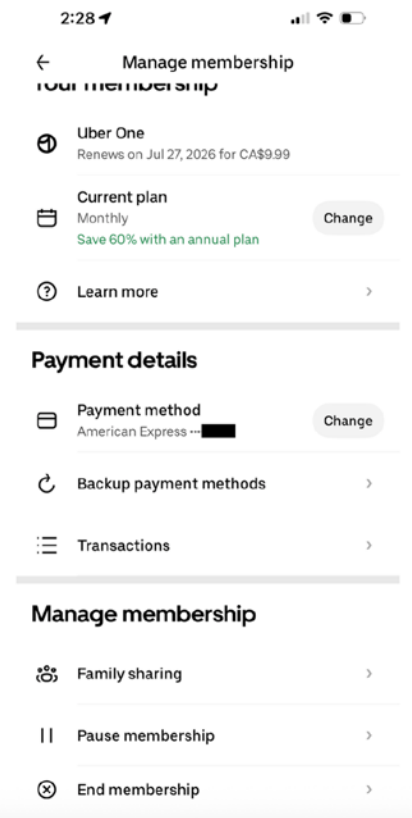
97. After selecting the "Uber One" option, consumers are directed to the "Uber One" screen. Even at this stage, the means of cancelling the subscription is not immediately visible, nor is it evident;

98. The screenshots displayed below, attached herewith as **Exhibit R-20**, show the "Uber One" screen pages:



99. Nowhere on the above “Uber One” screen is there a button expressly referring to cancellation. Instead, consumers must scroll to the bottom of the screen to locate the “Manage membership” option, to proceed with the cancellation process;

100. Upon selecting “Manage membership”, consumers are directed to a new screen (reproduced below as **Exhibit R-21**), which indicates a renewal date and how much the consumer will be charged. However, as discussed in the present application, consumers are charged before the stated renewal date;

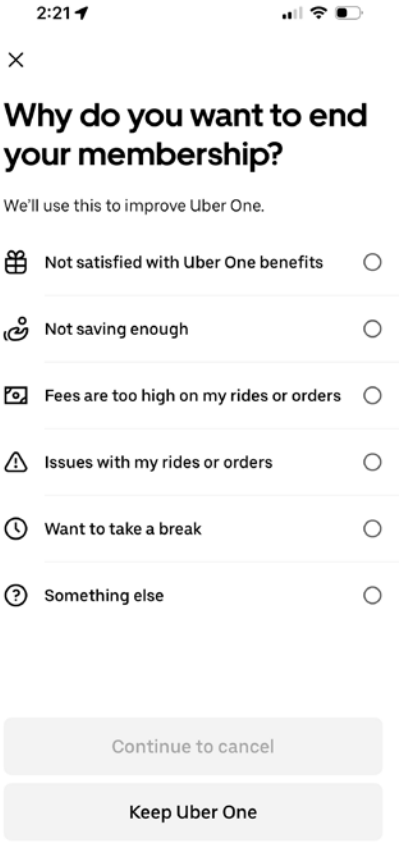


101. At the very bottom of the above "Manage membership" screen, consumers encounter an option labelled "End membership", in comparatively smaller text than the headings. This is the first point in the multi-step cancellation process at which consumers are presented with any option related to cancellation, indicating that they are on the right track;

102. Note that for a significant period of time, the "End Membership" button was not visible to consumers 24 to 48 hours prior to the stated renewal date. Consumers would get to this page and have no way of knowing where to go next to proceed with cancellation;

103. After selecting the "End membership" option in the above screenshot, consumers are not yet permitted to cancel their Uber One subscription. Instead, they are redirected to yet another screen, where they must complete additional steps before their subscription can be cancelled;

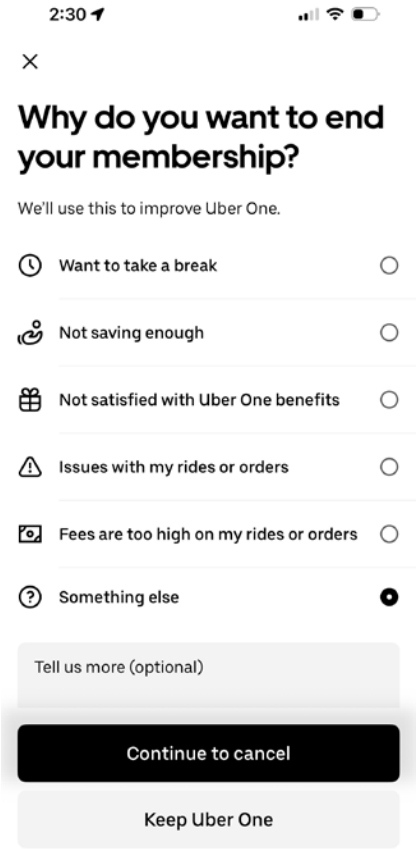
104. The screenshot reproduced below shows the screen that appears when consumers select "End membership", **Exhibit R-22**:



105. Here, consumers are required to complete a cancellation survey. Note that it is not possible to advance to the next stage of the cancellation process unless and until they select a reason for wishing to cancel their Uber One subscription;

106. While the consumer considers one of the six pre-set reasons for cancelling, the "Continue to cancel" button is disabled and appears greyed out and faded. Conversely, the "Keep Uber One" option is immediately selectable, directing consumers toward retaining their subscription rather than completing the cancellation process;

107. Only after the consumer selects a reason for cancelling does the "Continue to cancel" button become active, as appears from the screenshot below attached hereto as **Exhibit R-23**:

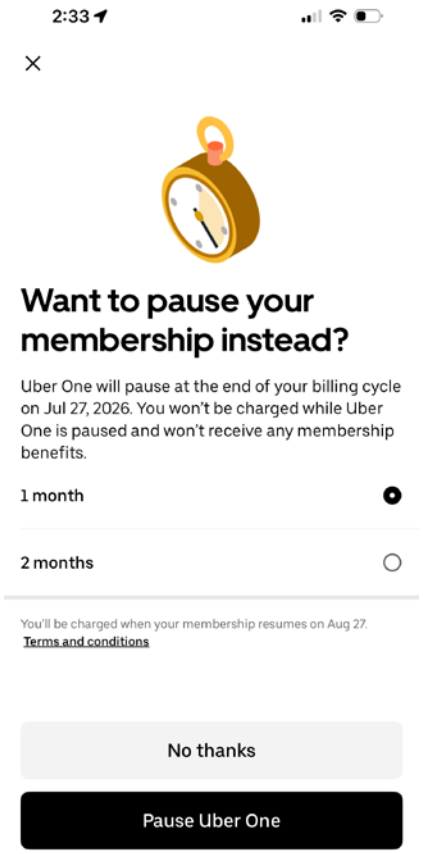


108. However, clicking this button does not cancel anything. Instead, when the consumer clicks the black "Continue to cancel" button, they are then directed to a series of different subsequent screens, depending on their answers to the survey;

109. These subsequent screens are where the Defendants seek to dissuade consumers from cancelling their Uber One subscriptions, including by prompting consumers to pause their membership rather than cancelling, emphasizing the benefits of the Uber One subscription that are specific to that consumer's account or by offering discounts to encourage them to remain subscribed;

110. Although Uber states at the top of the survey that the information is intended to "improve Uber One", the subsequent steps demonstrate that the survey in fact serves as strategic retention tool in the cancellation process to persuade consumers not to proceed with the cancellation through targeted retention messages, as show below;

111. If the consumer selects "Want to take a break" or "Something else" and then taps the black textbox labelled "Continue to cancel", they are then directed to a screen that asks, "Want to pause your membership instead?", as appears from the screenshot below, **Exhibit R-24**:



112. Here, Uber only gives consumers two options: "No thanks" or "Pause Uber One", Neither refer to cancellation;

113. In contrast to the previous screen, the prominent black button is no longer labelled "Continue to cancel". Instead, the black button is labelled "Pause Uber One";

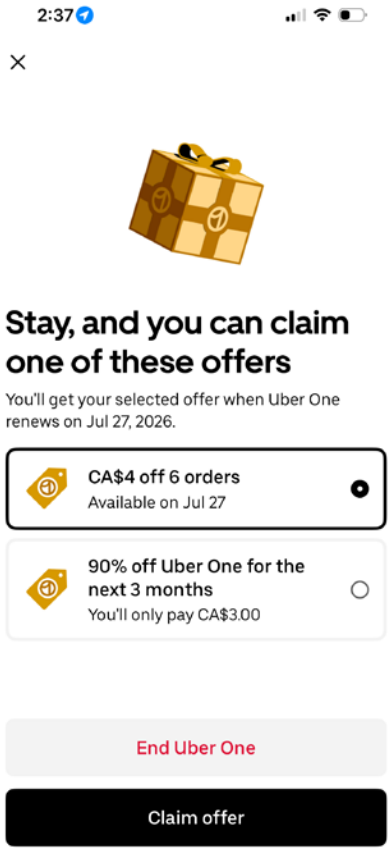
114. By replacing the text in the more prominent black button on this screen with "Pause Uber One", the Defendants' interface directs consumers away from the action they are trying to take. If a consumer intuitively clicks the black button in an effort to proceed with cancellation, they may inadvertently pause, rather than cancel their subscription, thereby abandoning the cancellation process without intending to do so;

115. In that case, the consumer's subscription will be paused for a month, and will then automatically resume charging the consumer on a recurring monthly basis unless they reinitiate and complete the cancellation process;

116. Only by selecting "No thanks" can the consumer continue the cancellation process;

117. However, even if the consumer correctly selects the "No Thanks" button, their Uber One subscription has still not been successfully cancelled. Instead, the

Defendants direct consumers to yet another screen with an additional retention offer, as appears in the screenshot below attached herein as **Exhibit R-25**:



118. At the bottom of this screen, a button labelled "Claim offer" appears prominently in a back textbox, while the button labelled "End Uber One" appears in a lighter grey textbox with red font;

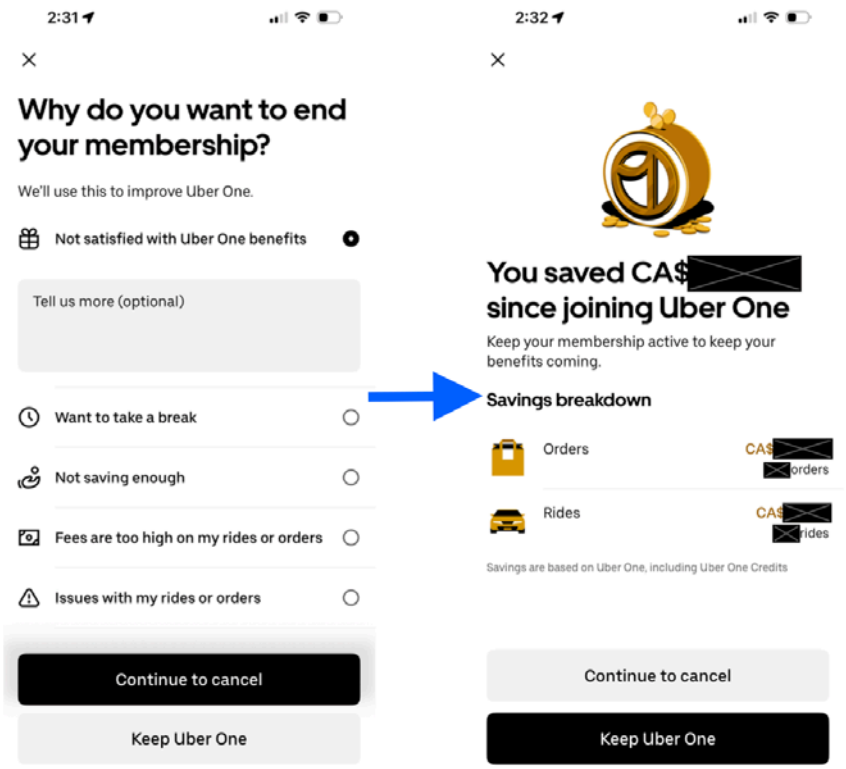
119. If the consumer selects "Claim offer", their recurring Uber One subscription continues;

120. Finally, after navigating multiple screens, by selecting the "End Uber One" button may the consumer actually cancel their Uber One subscription;

121. If the consumer selects any of the other four remaining responses to the survey, an entirely different series of screens is presented, with additional retention messages, offers, or prompts before being allowed to cancel;

122. If the consumer selects "Not satisfied with Uber One benefits", "Not saving enough", "Issues with my rides or orders", or "Fees are too high on my rides or orders", they are first directed to a screen that displays a breakdown of how much they've saved on orders and rides since joining Uber One, along with a prompt to

"keep your membership active to keep your benefits coming", as appears from the screenshot below and attached herewith as **Exhibit R-26**:

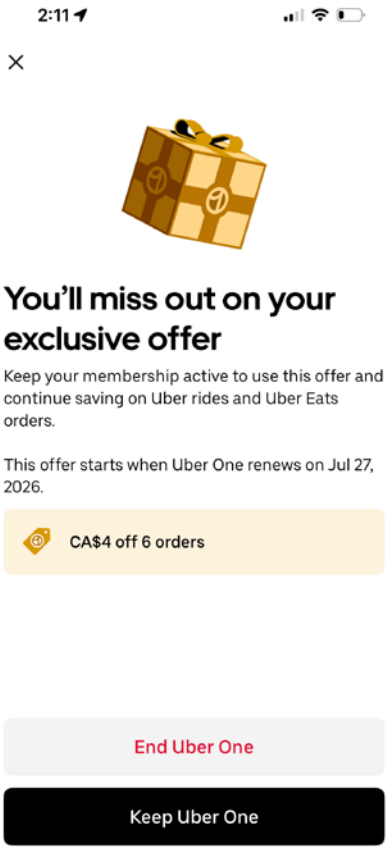


123. At the bottom of the second screen, a button labelled "Keep Uber One" appears prominently in a back textbox, while the button labelled "Continue to cancel" appears in a lighter grey textbox faded in the background of the screen;

124. Here again, Uber modify the interface by changing the text in the prominent black button on the second screen to steer consumers to an alternative action rather than completing the cancellation of their Uber One subscription;

125. If the consumer selects "Keep Uber One", their recurring Uber One subscription continues;

126. If the consumer correctly chooses "Continue to cancel", their Uber One subscription is still not cancelled. Instead, the following screen appears, with an additional retention offer, **Exhibit R-27**):



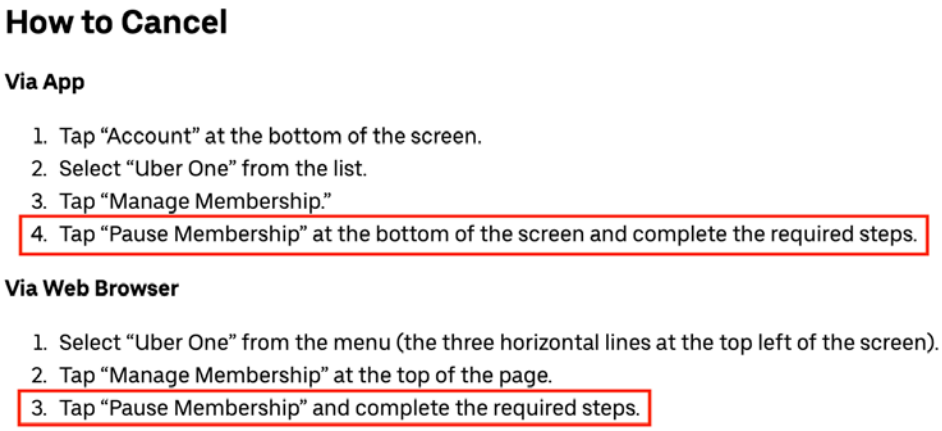
127. If the consumer selects "Keep Uber One", their recurring Uber One subscription continues;

128. If the consumer taps the "End Uber One" option, they may finally cancel their Uber One subscription;

129. Lastly, the Defendants' practices designed to impede and/or delay cancellation and confuse consumers are not limited to the Uber Apps themselves;

130. Uber's website has several different webpages titled "How do I cancel my Uber One membership?", purporting to explain how consumers may cancel their Uber One subscriptions. However, rather than providing consumers with clear and accurate instructions, these webpages contain incomplete, conflicting and at times, completely inaccurate and misleading information regarding cancellation;

131. For example, on one of the "How to" pages, under "How to Cancel", Uber does not actually instruct consumers how to cancel their Uber One subscription. Instead, it directs consumers to pausing their membership, as appears from the screenshot below and an extract of Uber's website attached herein as **Exhibit R-28**:



How to Cancel

Via App

1. Tap "Account" at the bottom of the screen.
2. Select "Uber One" from the list.
3. Tap "Manage Membership."
4. Tap "Pause Membership" at the bottom of the screen and complete the required steps.

Via Web Browser

1. Select "Uber One" from the menu (the three horizontal lines at the top left of the screen).
2. Tap "Manage Membership" at the top of the page.
3. Tap "Pause Membership" and complete the required steps.

132. As a result, consumers attempting to follow Uber's published cancellation instructions are diverted away from the actual cancellation pathway;

133. Another page omits material information necessary to complete the cancellation process. Here, consumers are told if they want to cancel their Uber One membership "and avoid being charged for the next month" they can do so by following several steps listed "up to 48 hours before the membership renewal date". However, it fails to explain how consumers may cancel if they attempt to do so within 48 hours of the renewal date, thereby creating the misleading impression that cancellation is no longer possible during that period, as appears from an extract of Uber's website attached herein as **Exhibit R-29**;

134. A third page tells consumers that they can cancel their membership in the app "up to 24 hours before the end of [their] ongoing billing cycle" and further indicates that "the button to cancel won't be visible in your app during the last 24 hours of your membership". Nowhere does the page explain how consumers may cancel their subscription during that 24-hour period or that they remain able to do so through another method, once again creating the false impression that cancellation is unavailable, as appears from an extract of Uber's website attached herein as **Exhibit R-30**;

135. The Defendants' inconsistent, incomplete, and misleading cancellation guidance forms part of the broader pattern of practices that make cancelling an Uber One subscription unnecessarily difficult;

(ii) Additional Barriers to Cancellation Near Renewal

136. Uber has made it even more difficult for consumers to cancel near the end of their Uber One subscription;

137. Further, Uber admittedly restricts users from cancelling in the app if they try to do so within 48 hours of their renewal date, and therefore consumers who wish to

cancel within those 48 hours are often unable to do so by following the cancellation steps;

138. Moreover, consumers must cancel prior to 48 hours before the renewal date to "avoid charges";

139. Consumers that want to cancel within 48 hours of their billing date are required to contact customer support;

140. Even if a consumer succeeds in locating the Defendants' customer support channels, cancellation through customer support is itself burdensome. Consumers must submit a request in app, online or by email, and wait for a response from a customer service representative, and are not provided with a telephone number through which they can promptly obtain assistance;

141. As a result of these above practices, consumers who attempt to cancel within 48 hours of their renewal date are particularly susceptible to being charged for another monthly or annual subscription that they no longer wanted despite their intention to terminate their membership;

142. In this case consumers took action to revoke their consent and were charged again anyways;

IV. Consumer Complaints and Regulatory Investigations

(i) Consumer Complaints Concerning Uber's Problematic Practices

143. Consumers have repeatedly complained about Uber's unlawful practices, reporting deceptive enrollment, and billing and cancellation experiences, including unauthorized charges;

144. In the CBC News article entitled "Upset Uber customers charged for monthly memberships they say they never signed up for" (see Exhibit R-15), one consumer discovered she'd been charged "repeatedly for a monthly membership that, to her knowledge, she didn't authorize", having found "five consecutive $11.49 charges on her credit card bills dating back to February for Uber One";

145. The following screenshots from the Better Business Bureau's website are just a few additional examples (attached herein *en liasse* as **Exhibit R-31**):

Initial Complaint

Type: Product Issues

Date: 06/23/2026

Status: Resolved

To the Uber Corporate Escalations Team:I am filing this complaint to recover $19.98 in unauthorized charges that Uber previously agreed in writing to refund, but has now refused to process.The Timeline of Events:April 13 & May 13: I was fraudulently charged $9.99 each month ($19.98 total) for an unauthorized Uber Eats / Uber One subscription.June 13: I was charged another unauthorized $9.99.June 17: I contacted Uber Support. An agent reviewed my account, admitted fault, canceled the unauthorized subscription, and explicitly agreed in writing to refund ALL of the charges.June 18: Uber processed the $9.99 refund for the June 13 charge via [redacted]. The $19.98 for April and May was not refunded.June 23 (Today): I contacted support to retrieve the remaining $19.98 balance. The Tier 1 chat agents repeatedly copy-pasted a generic policy stating they "can only refund the most recent charge." They blatantly refused to honor the June 17 written agreement from their own colleague and refused my repeated requests to escalate the chat to a supervisor.Standard 30-day refund policies do not apply to unauthorized, fraudulent charges, nor do they override a written agreement from an Uber representative promising a resolution.Desired Resolution:I expect Uber to honor its written agreement from June 17. I require an immediate refund of the remaining $19.98 for the April 13 and May 13 charges to my original payment method [redacted]

Initial Complaint

Type: Service or Repair Issues

Date: 06/09/2026

Status: Answered

I used Uber Eats and I have been charged for some service called uber one that I never requested. The charge just showed up on my corporate card. I tried to alert uber about the problem and I was told there is no refunds available? This was deceptive theft pure and simple. The charge was on my corporate Amex on 6-8-26. I at no time requested this service.

Initial Complaint

Type: Billing Issues

Date: 02/26/2026

Status: Answered

I am being charged for uber one membership that I never signed up to. It is not attached to my account but the money comes out of my account every month. They have no contact number, email support or chat feature. I email them, they respond once and then the case is closed due to inactivity (i.e. they don't respond)

Initial Complaint

Type: $ Billing Issues

Date: 02/23/2026

Status: Answered

I continue to receive charges from UBER for an UBER ONE account. I don't recall signing up fo this account and I continue to be charged $9.99 a month for the service. They make it extremely difficult to cancel and they don't have a phone number to speak to an actual person. The instructions to cancel seem straightforward but lead you down a rabbit hole when you try to follow them. They are predatory in nature and this has to stop. I have connected with them via chat and they always apologize and confirm they will cancel the charges but they eventually re-appear. The last time I tried cancelling they asked for my credit card #, a screen shot of the charges from my bank account, the expiration date of the card used, date of the charge, exact amount charged, email address associated with my e-wallet, etc. This should be a simple "click here to cancel" process. They are taking advantage of people and it has to be stopped. I want to be fully reimbursed for all charges. I have no use for this service and do not recall signing up for it. Either way, I need to cancel and continue to try to do so unsuccessfully. Nothing should be this hard and it is because it makes them money!

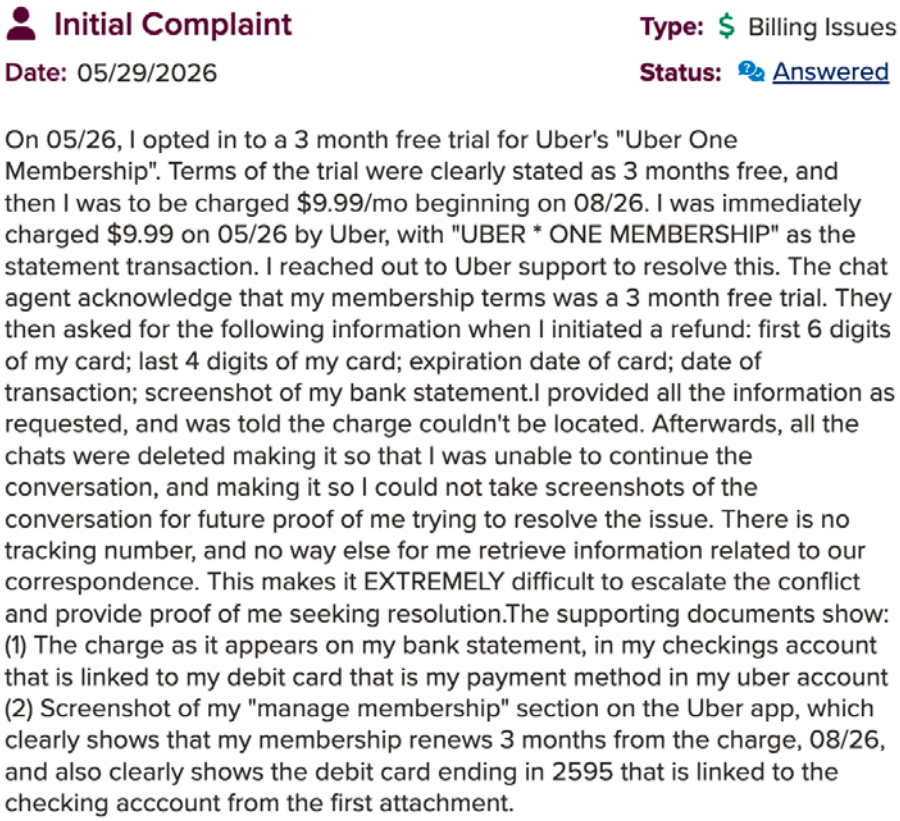
Initial Complaint

Type: Product Issues

Date: 06/08/2026

Status: Answered

Uber repeatedly sends out offers to users to "try out" their Uber One subscription with a trial offer. I accepted that trial once and CANCELED that trial 2 days before the cutoff. Yet I have just realized that they have been charging me $9.95 for over a YEAR. They don't send a bill of any kind, they don't send any notifications of any kind, email, snail mail, that you're being billed. Their app and their website have zero options for contacting support staff over billing issues.



Initial Complaint

Type: $ Billing Issues

Date: 05/29/2026

Status: Answered

On 05/26, I opted in to a 3 month free trial for Uber's "Uber One Membership". Terms of the trial were clearly stated as 3 months free, and then I was to be charged $9.99/mo beginning on 08/26. I was immediately charged $9.99 on 05/26 by Uber, with "UBER * ONE MEMBERSHIP" as the statement transaction. I reached out to Uber support to resolve this. The chat agent acknowledge that my membership terms was a 3 month free trial. They then asked for the following information when I initiated a refund: first 6 digits of my card; last 4 digits of my card; expiration date of card; date of transaction; screenshot of my bank statement.I provided all the information as requested, and was told the charge couldn't be located. Afterwards, all the chats were deleted making it so that I was unable to continue the conversation, and making it so I could not take screenshots of the conversation for future proof of me trying to resolve the issue. There is no tracking number, and no way else for me retrieve information related to our correspondence. This makes it EXTREMELY difficult to escalate the conflict and provide proof of me seeking resolution.The supporting documents show: (1) The charge as it appears on my bank statement, in my checkings account that is linked to my debit card that is my payment method in my uber account (2) Screenshot of my "manage membership" section on the Uber app, which clearly shows that my membership renews 3 months from the charge, 08/26, and also clearly shows the debit card ending in 2595 that is linked to the checking acccount from the first attachment.

146. One consumer cited in the FTC Complaint said that they were “charged 48 hours in advance for the membership fee of 9.00” and that they “spoke to customer service about it and while they cancelled the membership, they would not refund the monthly charge”. Another said that they were charged the day prior to the end of their subscription and “tried to get a refund but they won’t allow it”;

147. Uber has not significantly altered the enrollment process or any of the other problematic practices despite their awareness of common and repeated consumer complaints and the FTC Complaint;

148. Overall, Uber generates significant profit from deceptive subscription processes that lock unwitting consumers into a recurring commitment, and automatic renewal mechanisms that capitalize on the likelihood that consumers will not take any affirmative steps towards cancellation;

(ii) Regulatory Scrutiny of Uber’s Problematic Practices In Connection With Uber One Subscriptions

149. In 2025, the United States’ Federal Trade Commission (FTC) instituted a complaint against Uber in relation to its problematic practices. The FTC emphasized that Uber’s subscription processes in connection with Uber One violate the *Restore Online Shoppers’ Confidence Act (ROSCA)*, 15 U.S.C. § 8401 et seq., in various ways, including failure to clearly and conspicuously disclose requires terms; failing

to obtain consumers' express informed consent for subscription charges; and for failing to provide simple cancellation mechanisms (see *FTC v. Uber Technologies, Inc., et al.,* No. 5:25-cv-03477-JST, attached herein as **Exhibit R-32**;

150. On April 10, 2026, the United States District Court of the Northern District of California denied the majority of Uber's motion to dismiss, as appears from the Order dated April 10, 2026, in Court File No. 4:25-cv-03477-JST, attached herein as **Exhibit R-33**;

151. The Applicant and undersigned counsel will closely monitor developments on this highly relevant FTC action and will update the court in accordance as long as the class action is ongoing;

152. For the time being, the current FTC proceedings speak volumes as to the problematic nature of Uber's practices;

153. The Applicant and Class Members were subject to one or more or all of the above of the Defendants' problematic practices;

154. The Defendants' problematic practices are the direct and immediate cause of significant legally-cognizable compensable injuries suffered by the Applicant and Class Members;

II. FACTS GIVING RISE TO AN INDIVIDUAL ACTION BY THE APPLICANT

155. The Applicant is a resident of Montreal, Quebec;

156. In 2025, the Applicant enrolled in a free trial of Uber One;

157. In May 2025, before the end of the free trial, the Applicant cancelled her Uber One trial;

158. Despite the Applicant's cancellation, on June 13, 2025, Uber charged the credit card registered to her Uber account and automatically renewed her Uber One subscription, as appears from an email associated with the credit card on the Uber account, **Exhibit R-34**;

159. The same day, after noticing the charge, the Applicant accessed her Uber account to look into why she had been billed;

160. Upon reviewing her account, the Applicant was surprised to discover that, notwithstanding her prior cancellation, her Uber One subscription remained active and was displayed as being scheduled to renew on June 14, 2025, as appears from a screenshot of her Uber account, **Exhibit R-35**;

161. Uber therefore not only failed to give effect to the Applicant's cancellation in May 2025, but also charged her for the renewal on June 13, 2025, one (1) day before the stated renewal date;

162. As a result, the Applicant was required to cancel her Uber One subscription a second time;

163. The Applicant's damages are a direct and proximate result of the Defendants' conduct;

164. In consequence of the foregoing, the Applicant is justified in claiming damages;

III. FACTS GIVING RISE TO INDIVIDUAL ACTIONS BY EACH OF THE MEMBERS OF THE CLASS

165. Every member of the Class is a resident of Québec who was enrolled in an Uber One subscription without their express and/or informed consent and/or who faced prohibitive or unreasonable obstacles when seeking to cancel their subscriptions, resulting in unwanted, unauthorized and unintended charges;

166. Had Uber used acceptable and lawful business practices to market and sell Uber One subscriptions, Class Members would not have been enrolled into these plans and would not have faced prohibitive obstacles to cancelling their subscriptions;

167. Class Members suffered significant legally-cognizable compensable injuries directly and immediately caused by the Defendants' unlawful conduct, and are entitled to claim:

(a) The price paid for the Uber One subscriptions; and

(b) Punitive damages;

168. Uber engaged in unlawful conduct and obtained significant sums of money Class Members;

169. All of the legally-cognizable compensable damages suffered by Class Members are the direct and immediate consequences of the Defendants' conduct;

IV. CONDITIONS REQUIRED TO INSTITUTE A CLASS ACTION

A) The composition of the Class makes it difficult or impracticable to apply the rules for mandates to sue on behalf of others or for consolidation of proceedings

170. The Applicant is naturally not privy to the specific number of persons who have been enrolled in Uber One subscriptions without their express and informed consent and/or were unable to cancel their subscriptions. However, as Uber is a very prominent and well-known service used throughout Quebec, it is safe to

assume that the number of class members is fairly elevated. In any event, the Defendants' databases could easily establish the number of Class Members and their precise coordinates;

171. Class Members are reasonably assumed to be numerous and scattered across the entire province;

172. In addition, given the costs and risks inherent in an action before the courts, many people will hesitate to institute an individual action against the Defendants;

173. Even if the Class Members themselves could afford such individual litigation, it would place an unjustifiable burden on the courts. Furthermore, individual litigation of the factual and legal issues raised by the conduct of the Defendants would increase delay and expense to all parties and to the court system;

174. This class action overcomes the dilemma inherent in an individual action whereby the legal fees alone would deter recovery in empowering the consumer, the class action actualizes both individual and collective social justice;

175. Also, a multitude of actions instituted in different judicial districts within the same province risks resulting in contradictory judgments on questions of fact and law that are similar or related to all members of the Class;

176. These facts demonstrate that it would be impractical, if not impossible, to contact each and every member of the Class to obtain mandates and to join them in one action;

177. In these circumstances, a class action is the only appropriate procedural vehicle for all of the members of the Class to effectively pursue their respective rights and have access to justice;

B) <u>The claims of the members of the Class raise identical, similar or related issues of law or fact</u>

178. All Class Members were subjected to the same deceptive actions and policies;

179. Individual issues, if any, pale by comparison to the numerous common issues that are central to the outcome of the litigation;

180. The damages sustained by the Class Members flow, in each instance, from a common nucleus of operative facts, namely, Defendants' misconduct;

181. The Members' claims raise identical, similar or related issues of fact or law;

182. The interests of justice favour that this application be granted in accordance with its conclusions;

V. NATURE OF THE ACTION AND CONCLUSIONS SOUGHT

183. The action that the Applicant wishes to institute on behalf of the members of the Class is an action in damages, for injunctive relief, and for a declaratory judgment;

A) The Applicant requests that she be designated as representative of the Class

184. The Applicant is a member of the Class;

185. The Applicant is ready and available to manage and direct the present action in the interest of the members of the Class that she wishes to represent and is determined to lead the present file until a final resolution of the matter, the whole for the benefit of the Class, as well as to dedicate the time necessary for the present action before the court and the *Fonds d'aide aux actions collectives*, as the case may be, and to collaborate with the undersigned legal counsel;

186. The Applicant has the capacity and interest to fairly, properly, and adequately protect and represent the interest of the members of the Class;

187. The Applicant is informed, credible, and has a personal interest in the case. The Applicant understands the nature of the legal proceedings and is committed to pursuing this action diligently;

188. The Applicant has mandated the undersigned attorneys to obtain all relevant information with respect to the present action and intends to keep informed of all developments;

189. The Applicant, with the assistance of said attorneys, is ready and available to dedicate the time necessary for this action and to collaborate with other members of the Class and to keep them informed;

190. The Applicant has given instructions to the undersigned attorneys to put information about this class action on their website and to collect the coordinates of those Class Members that wish to be kept informed and participate in any resolution of the present matter, the whole as will be shown at the authorization hearing;

191. The Applicant is in good faith and has instituted this action for the sole goal of having her rights, as well as the rights of other Class Members, recognized and protected so that they may be compensated for the damages that they have suffered as a consequence of the Defendants' conduct;

192. The Applicant understands the nature of the action;

193. The Applicant's interests do not conflict with the interests of other Class Members and further has no interest that is antagonistic to those of other Class Members;

194. The Applicant has spent time researching this issue on the internet and meeting with her attorneys to prepare this file. In so doing, the Applicant is convinced that the problematic practices at the heart of the present class action are widespread;

B) The Applicant suggests that this class action be exercised before the Superior Court of Justice in the district of Montreal

195. A great number of the members of the Class reside in the judicial district of Montreal and in the appeal district of Montreal;

196. The Applicant's attorneys practice their profession in the judicial district of Montreal;

197. The present application is well founded in fact and in law.

FOR THESE REASONS, MAY IT PLEASE THE COURT:

GRANT the present application;

AUTHORIZE the bringing of a class action in the form of an application to institute proceedings in damages, injunctive relief and declaratory relief;

APPOINT the Applicant as representative of the persons included in the Class herein described as:

- All persons resident in Québec who were enrolled in an Uber One subscription without their informed consent and/or who faced prohibitive obstacles when seeking to cancel their subscriptions;

IDENTIFY the principal issues of fact and law to be treated collectively as the following:

a. Did the Defendants misrepresent the terms and conditions of the Uber One subscriptions?

b. Did the Defendants' conduct result in Class Members becoming enrolled in Uber One subscriptions without their express and/or informed consent?

c. Did the Defendants design, implement and maintain an unnecessarily difficult, confusing or time-consuming cancellation process for subscriptions to Uber One?

d. Did the Defendants' practices with respect to the Uber One subscriptions violate the *Consumer Protection Act*, the *Civil Code of Quebec*, and/or the *Competition Act*?

e. Are the Defendants liable to the Class Members for reimbursement of the amounts they paid for the Uber One subscriptions they were enrolled in?

f. Are the Defendants liable to pay punitive damages and in what amount?

g. Are the Defendants in receipt of payments not actually due to them?

h. Did the Defendants unjustly enrich themselves at Class Members' expense?

i. Should injunctive relief be issued to prohibit the Defendants from continuing their unlawful, unfair, misleading and/or deceptive practices in Quebec?

j. Should Uber be ordered to implement corrective measures, including:

- Clear and conspicuous disclosures of material terms;
- Affirmative consent to enroll in Uber One subscriptions;
- Affirmative consent for renewal of Uber subscriptions, instead of automatic renewal; and
- A simple, immediate, and accessible cancellation process?

k. If the answer to any of the above questions is affirmative, did the Defendants' conduct engage their solidary liability toward Class Members?

IDENTIFY the conclusions sought by the class action to be instituted as being the following:

GRANT the class action of the Applicant and each of the Class Members;

ORDER the Defendants to cease their unlawful conduct with respect to the Uber One subscriptions;

ORDER the Defendants to allow Class Members that wish to cancel their Uber One subscription to do so without difficulty;

ORDER the Defendants to reimburse Class Members who were enrolled in and paid for Uber One subscriptions;

ORDER the Defendants to:

A. Cease using deceptive enrollment and cancellation processes;

B. Clearly disclose material terms of the Uber One subscription;

C. Implement an accessible, immediate, and/or one-click cancellation process;

DECLARE the Defendants solidarily liable for the damages suffered by the Applicant and Class Members;

CONDEMN the Defendants to pay to each Class Member a sum to be determined in compensation of the damages suffered, and ORDER collective recovery of these sums;

CONDEMN the Defendants to pay to each of the members of the Class, punitive damages, and ORDER collective recovery of these sums;

CONDEMN the Defendants to pay interest and additional indemnity on the above sums according to law from the date of service of the application to authorize a class action;

ORDER the Defendants to deposit in the office of this Court the totality of the sums which forms part of the collective recovery, with interest and costs;

ORDER that the claims of individual Class Members be the object of collective liquidation if the proof permits and alternately, by individual liquidation;

CONDEMN the Defendants to bear the costs of the present action including expert and notice fees;

RENDER any other order that this Honourable Court shall determine and that is in the interest of the members of the Class;

DECLARE that all Class Members that have not requested their exclusion, be bound by any judgment to be rendered on the class action to be instituted in the manner provided for by the law;

FIX the delay of exclusion at thirty (30) days from the date of the publication of the notice to the Class Members, date upon which Class Members that have not exercised their means of exclusion will be bound by any judgment to be rendered herein;

ORDER the publication of a notice to the members of the group in accordance with article 579 C.C.P. within sixty (60) days from the judgment to be rendered herein in *La Presse*, the Montreal Gazette, Le Journal de Montréal, and Le Journal de Québec;

ORDER that said notice be available on the Defendants' websites, Facebook page(s), X accounts, and Instagram accounts with a link providing "Notice to past and present Uber One subscribers";

RENDER any other order that this Honourable Court shall determine and that is in the interest of the members of the Class;

THE WHOLE with costs, including all publication and dissemination fees.

Montreal, July 16, 2026

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Per: Me Jeff Orenstein
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(Class Action)
SUPERIOR COURT
DISTRICT OF MONTREAL

O. MARGARITIS

Applicant

-vs.-

UBER TECHNOLOGIES INC. *et al.*

Defendants

APPLICATION TO AUTHORIZE THE BRINGING OF A CLASS ACTION & TO APPOINT THE APPLICANT AS REPRESENTATIVE PLAINTIFF
(Art. 574 C.C.P and following)

ORIGINAL

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