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JANOVE PLLC
Raphael Janove (SBN 361193)
raphael@janove.law
500 7th Avenue, 8th Fl.
New York, NY 10018
Telephone: (646) 347-3940

Attorney for Plaintiff and the Proposed Classes

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

LUCY YE individually, and on behalf of all
others similarly situated,

Plaintiff,

v.

UBER TECHNOLOGIES, INC.,

Defendant.

Case No. 26-1744

CLASS ACTION COMPLAINT

DEMAND FOR JURY TRIAL



1 Plaintiff Lucy Ye (“Plaintiff”), individually, and on behalf of all others similarly situated,
2 brings this class action suit for damages and equitable relief against Uber Technologies, Inc. (“Uber”
3 or “Defendant”). Plaintiff alleges the following based upon personal information as to allegations
4 regarding herself and on her own investigation, on the investigation of her counsel, or on
5 information and belief as to all other allegations:

6 **NATURE OF THE ACTION**

7 1. Founded in 2009, Uber provides on demand rideshare services through its mobile
8 app. Customers enter the address of their destination and then choose their desired ride.

9 2. Uber prioritizes their customer’s ability to customize the features of a ride. At
10 different prices, customers can order a comfort ride, a larger vehicle, or a pet-friendly option. They
11 can also pay for the promise of a precise arrival time or else choose to “Wait & Save” for a ride that
12 is promised to arrive within a range—for instance, in between four to fifteen minutes.

13 3. But Uber cannot predict arrival times with accuracy. Despite advertising faster and
14 precise arrival times to its customers (e.g., “in 3 min”), in contrast to the time range advertised with
15 Wait & Save and Share, Uber rides frequently do not arrive when they are promised. Moreover,
16 despite being advertised as “Faster” alternatives to the Wait & Save option, these rides take as long
17 as—or even longer—than a Wait & Save ride would take to arrive.

18 4. When customers pay more for a faster ride with a precise arrival time and those rides
19 fail to arrive at the time advertised, Uber does not offer a refund. Customers pay a price premium
20 for nothing, unjustly enriching Uber at the consumer’s expense.

21 5. On information and belief, Uber’s misrepresentation of arrival times is knowing and
22 reckless. Rather than calculate arrival times based on the availability of drivers in the area and the
23 time it would likely take for a driver to get to customers, Uber appears to tailor the arrival times—
24 and the prices it charges for different ride options—to extract a price premium from customers.

25 6. Because of Uber’s failure to provide rideshare services as advertised, Ms. Ye brings
26 claims on behalf of herself and all those similarly situated for violations of the Unfair Competition
27 Law, Cal. Bus. & Prof. Code, §§ 17200, *et seq.* (“UCL”); The False Advertising Law, Cal. Bus. &
28 Prof. Code, §§ 17500, *et seq.* (“FAL”); the California Consumers Legal Remedies Act, Cal. Civ.



Code, §§1750 *et seq.*, (“CLRA”); and for unjust enrichment and fraud. In addition, Ms. Ye brings declaratory judgment claims on behalf of herself and all those similarly situated to invalidate Uber’s unconscionable and unenforceable so-called “arbitration” clause.

PARTIES

7. Plaintiff Lucy Ye is a natural person and a California resident. On at least forty occasions within the past year, Ms. Ye paid for an UberX rather than paying for a Wait & Save. Despite paying a premium price to be picked up by a certain time, approximately twenty-five of these rides took longer than expected to arrive. For example, on or around December 11, 2025, Ms. Ye paid for an UberX from Buckhead, Atlantic to Atlanta International Airport. That ride was advertised as arriving in three minutes but, in fact, it took nearly ten minutes to arrive.

8. Defendant Uber Technologies, Inc. is a Delaware corporation with its principal place of business at 1515 3rd Street, San Francisco, California, 94158. At all times relevant herein, Uber conducted business in California, in the County of San Francisco, within this judicial district.

JURISDICTION & VENUE

9. This Court has subject matter jurisdiction under the Class Action Fairness Act, 28 U.S.C. § 1332(d) because the aggregate amount in controversy exceeds \$5 million, exclusive of interests and costs; the number of members of the proposed Classes exceeds 100; and many members of the proposed Classes are citizens of different states than Defendant.

10. This Court also has jurisdiction under the Declaratory Judgment Act, 28 U.S.C. §§ 2201-02, and Rule 57 of the Federal Rules of Civil Procedure.

11. This Court has personal jurisdiction over Uber because it is headquartered in San Francisco, California and because a substantial portion of the events and conduct giving rise to Ms. Ye’s claims occurred in California. Uber is headquartered in San Francisco and, upon information and belief, key figures in its corporate hierarchy and leadership team are located in San Francisco, including its Chief Executive Officer, Chief Financial Officer, Chief Marketing Officer and Senior Vice President of Communications & Public Policy, Chief Legal Officer and Corporate Secretary, Head of Delivery, Chief Product Officer, and Chief Technology Officer. Upon information and belief, Uber’s Chief Business Officer is also located in San Francisco. As of February 27, 2026,



1 Uber had 5,562 employees in the San Francisco Bay Area according to their LinkedIn profiles.¹

2 12. Venue is proper pursuant to 28 U.S.C. § 1391 for the following reasons: (i) Uber
3 resides in this district; and (ii) the conduct complained of herein occurred within this judicial district.

4 **DIVISIONAL ASSIGNMENT**

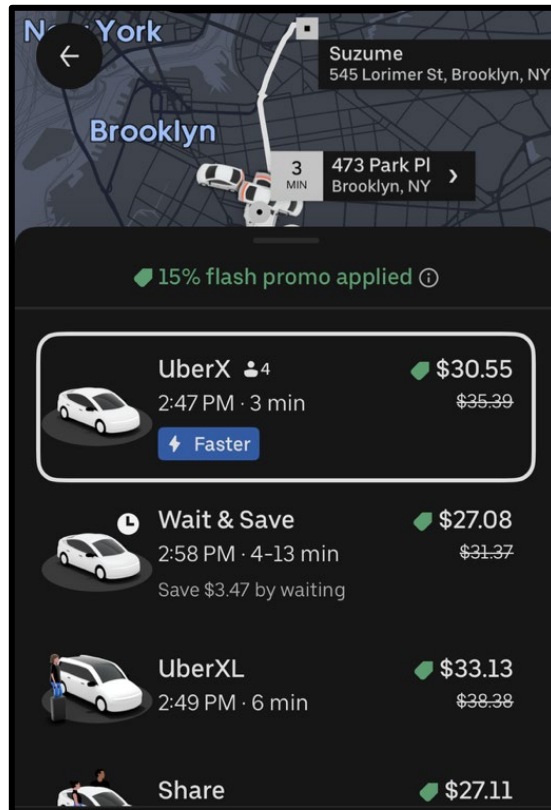
5 13. Assignment to the San Francisco or the Oakland Division is proper under Civil Local
6 Rules 3-2(c) and 3-2(d) because a substantial part of the events or omissions giving rise to Ms. Ye’s
7 claims occurred in San Francisco County.

8 **FACTUAL ALLEGATIONS**

9 **I. Uber Promotes Certain Rides as “Faster” and With Precise Pickup Times.**

10 1. Founded in 2009, Uber provides on demand rideshare services through its app called
11 “Uber.” Users open the app, enter the address of their destination, and then choose their ride.

12 2. At this stage, users are presented with various ride options. For instance, after
13 selecting their pickup point and destination, consumers might see the following:

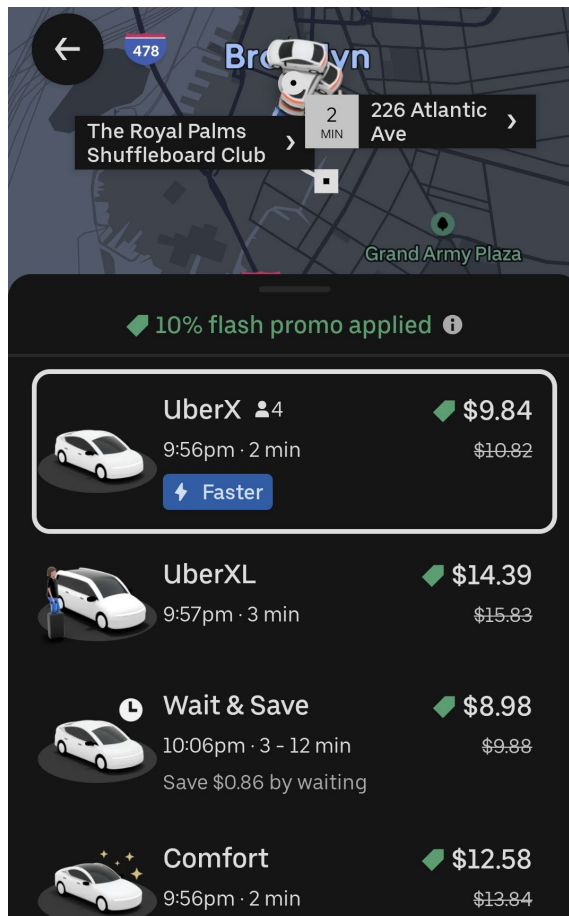


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28 ¹ <https://www.linkedin.com/company/uber-com/people/?facetGeoRegion=90000084%2C102277331>

3. As shown above, UberX—Uber’s standard option—is displayed at the top of the list. Notably, that option is also preselected and highlighted in a bright-white ring. UberX is advertised as arriving with a precise time (“3 min”) and as “Faster” than other ride options. That is clear from UberX’s advertised arrival time and from the blue-sticker and lightning bolt, as shown above.

4. In contrast, Wait & Save is advertised with an estimated range—not a precise pickup time—and as the comparatively slower option, as indicated by the ticking clock icon and text below stating, “Save \$3.47 by waiting.” So, in this instance, a customer would save \$3.47 by picking Wait & Save over UberX.

5. Another Uber customer may see a list of options that more closely resemble those below. Here, Wait & Save is listed as the third option, not the second but, in all material respects, this customer is presented with the same information. The UberX option is preselected, listed first, and advertised as the “Faster” option with a precise arrival time—here, a mere “2 min.”



6. Indeed, whenever a consumer requests a ride, and no matter how long they wait

1 before selecting an option, they will *always* see UberX promoted as “Faster.”

2 7. As shown above, Uber differentiates arrival times to the minute, sometimes offering
3 rides arriving in “2 min,” “3 min,” and “4 min” to the same consumer at once. In contrast, Wait &
4 Save and Share rides are advertised as arriving within an estimated range.

5 8. By describing some pickup times using exact numbers and others with estimates,
6 Uber reinforces the idea that it can accurately predict arrival times and that these advertised “Faster”
7 arrival times are accurate.

8 9. This extends to Uber’s entire suite of rideshare services. Uber could have shown the
9 arrival time the Comfort ride above with an estimated range. It chose not to, indicating to consumers
10 that advertised arrival times—whenever they appear—are predictable and exact. Otherwise, there
11 would be no way to distinguish between rides that are “2 min,” “3 min,” and “4 min” away.

12 **II. Uber Charges a Price Premium for “Faster” Pickup Times.**

13 10. Uber has long marketed certain rides as “Faster.” In recent months, Uber has always
14 marketed the UberX option as a “Faster” and, accordingly, charges customers more than the Wait
15 & Save rate on that basis. Upon information and belief, in years past, Uber has used the “Faster”
16 label to advertise other options, like Comfort, and, upon information and belief, the “Faster” option
17 was always more expensive than other comparable options presented to riders at the time.

18 11. In short, Uber always charges consumers a premium for speed.

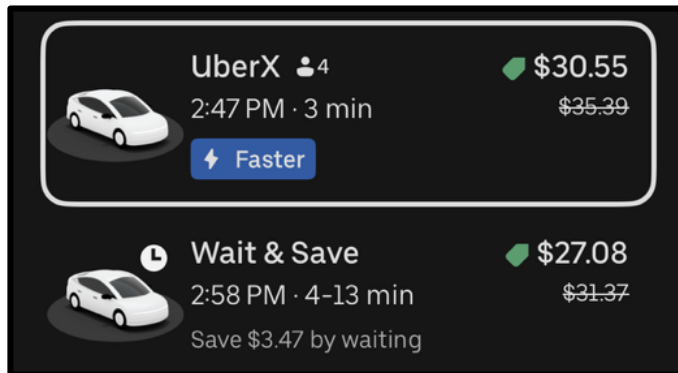
19 12. This messaging is communicated within Uber’s app. Users are told they can “save
20 . . . by waiting” or else pay more for the “Faster” option, such as an UberX. This narrative is also
21 repeated on Uber’s website, which describes slower rides as an “Affordable” alternative.²

22 13. Often, speed is measured by Uber in minute increments. Uber can do this because it
23 advertises pickup times for all rides—apart from Wait & Save or Share—as exact.

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28 ² <https://www.Uber.com/business/resources/product-updates/introducing-3-new-ride-options>



14. For instance, in the image shown below, the advertised arrival for UberX falls out of the Wait & Save advertised range by just a single minute. Nonetheless, UberX costs over \$3 more:

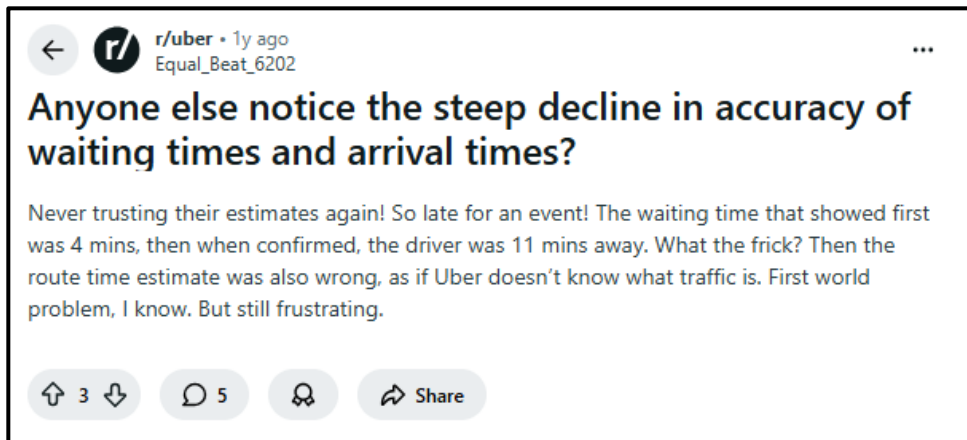


15. By differentiating between pick up times to the minute, Uber communicates that it can predict exactly when a driver will arrive and can reliably offer precise pickup times to users.

III. Despite Creating the Impression Among Consumers that Arrival Times are Accurate, Exact and Dependable, Uber Drivers Often Fail to Arrive by the Precise Time Advertised.

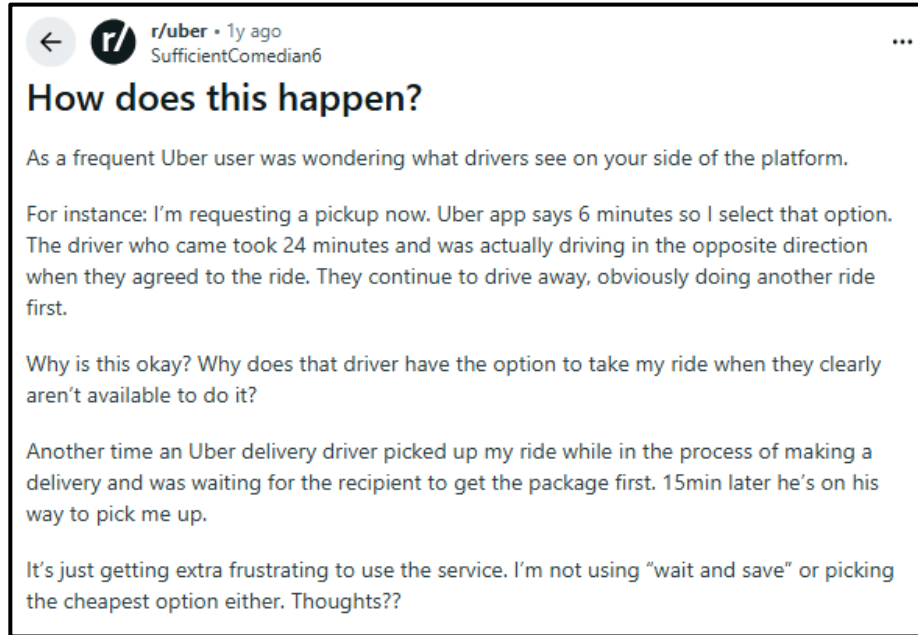
16. The practices described above commonly create an expectation among Uber’s customers that if they pay for a ride advertised with a precise pickup, they will be picked up by that time. However, Uber often fails to deliver on its promise of an accurate and dependable arrival.

17. To illustrate, one customer ordered an Uber with an advertised pick-up time of four minutes. But after their purchase, that user was told their driver would arrive in eleven minutes. Their online post began with a question: “Anyone else notice the steep decline in accuracy of [Uber’s] waiting times and arrival times?”³

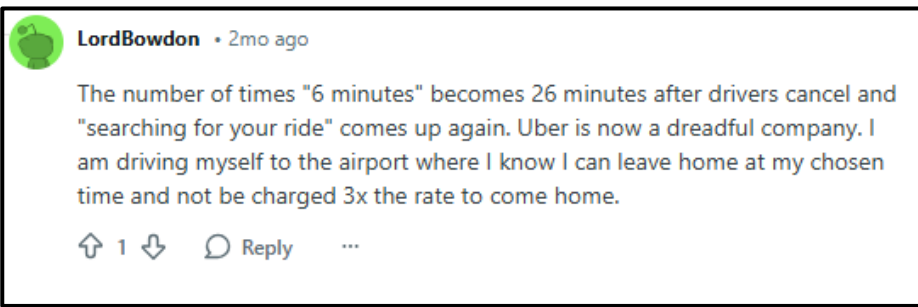
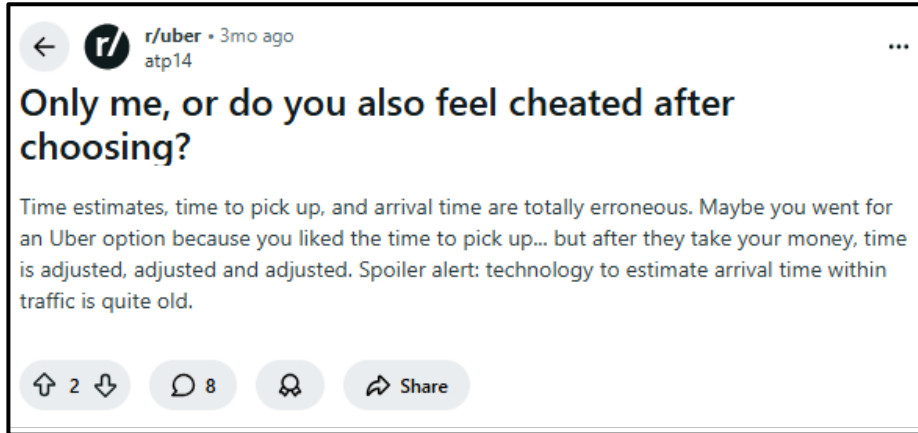


³ www.reddit.com/r/uber/comments/1ifnqmo/anyone_else_notice_the_steep_decline_in_accuracy/

1 18. Around the same time, another customer complained about inaccurate arrival times,
2 saying that his ride was advertised as arriving in six minutes but took twenty-four minutes to arrive.⁴



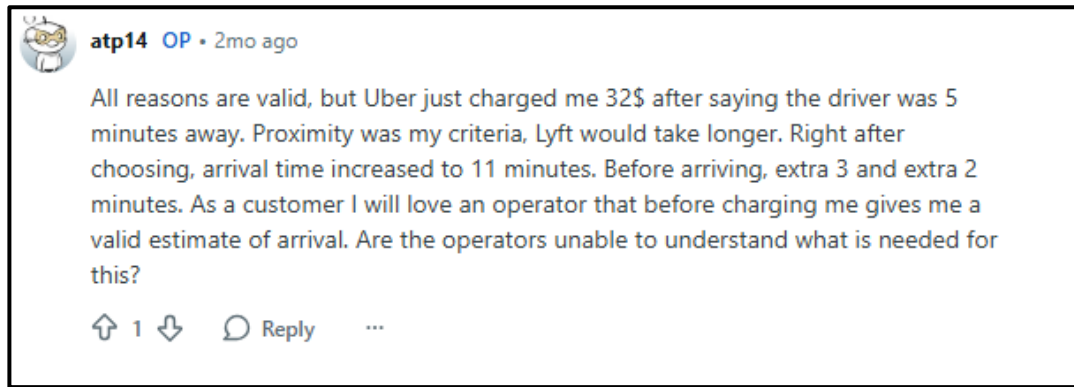
13 19. Just a few months ago, another customer complained more generally that they felt
14 "cheated" by Uber's advertised wait times; other customers shared their experiences in return.⁵



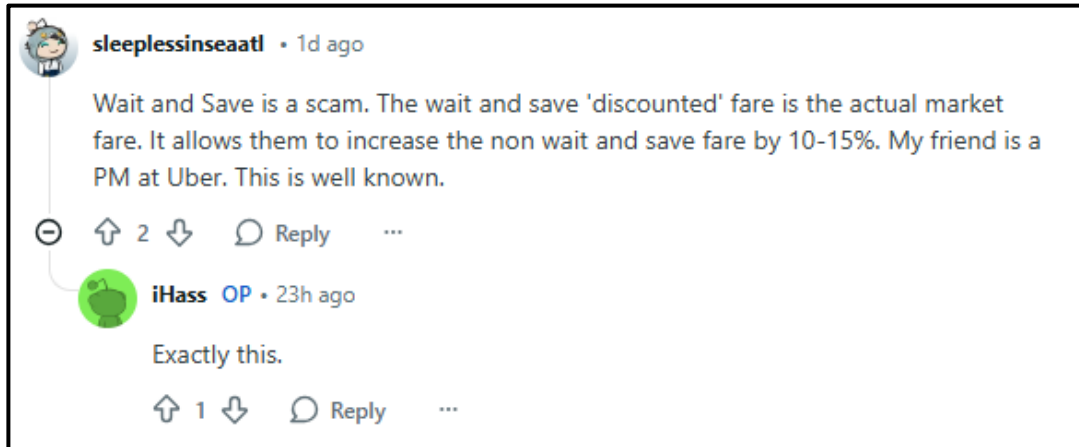
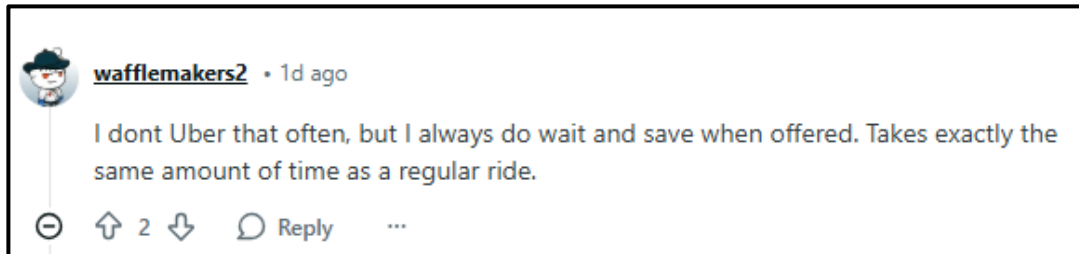
27 ⁴ https://www.reddit.com/r/uber/comments/1ig7n92/how_does_this_happen/

28 ⁵ www.reddit.com/r/uber/comments/1pf7zup/only_me_or_do_you_also_feel_cheated_after_choosing/

20. One of the users who commented on the post referenced above specifically said that advertised arrival times “was [their] criteria” for picking Uber over competitor service Lyft, and that they choose Uber—and chose to pay \$32—because Uber said “the driver as 5 minutes away. “Right after” paying for their ride the customer was told the drive was “11 minutes” out.⁶ In short, the advertised arrival time was a major factor in their decision to pay for an Uber.



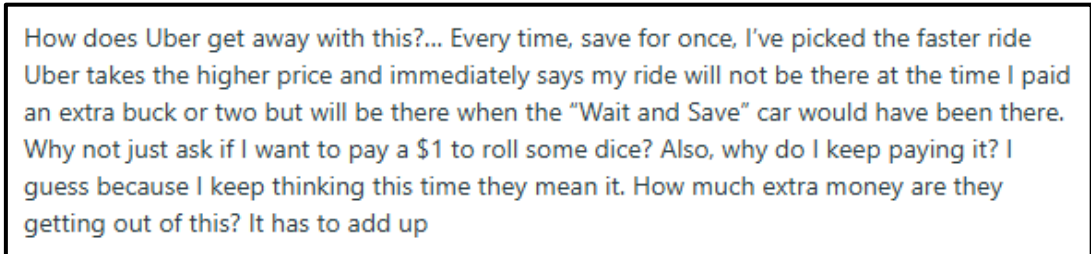
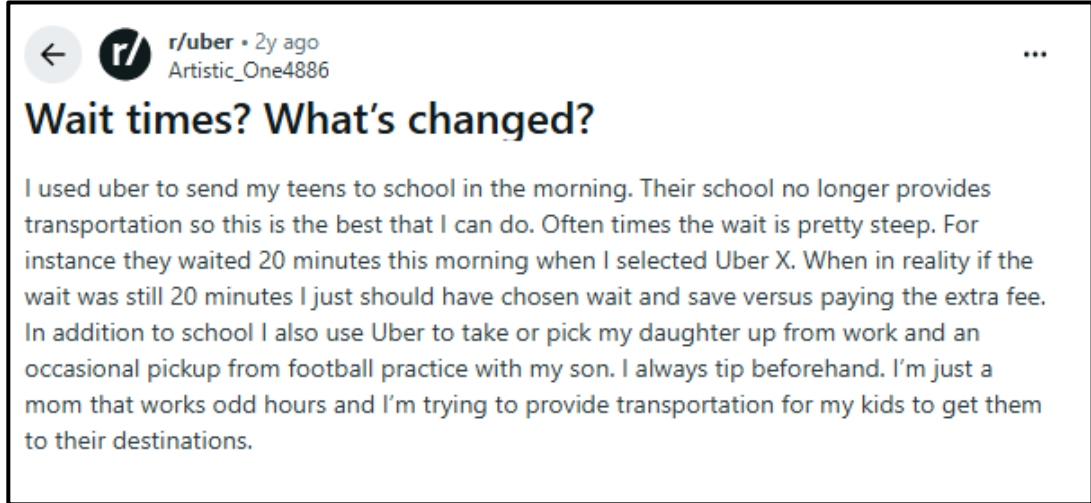
21. Indeed, customers have complained *for years* that despite advertising “Faster” arrival times for certain options, the actual arrival times were often no faster than for Wait & Save.⁷



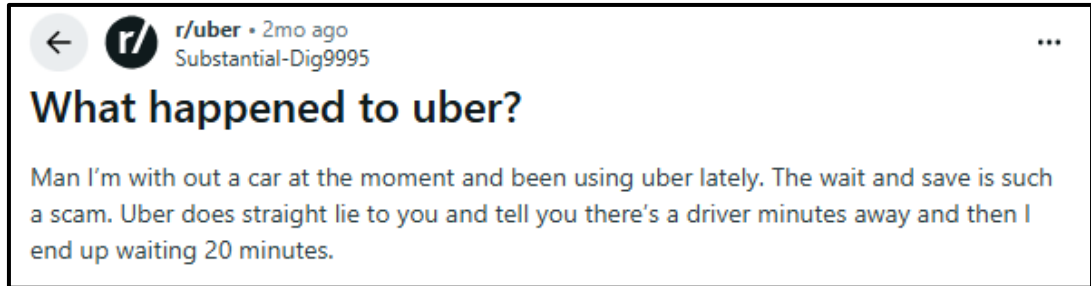
⁶ *Id.*

⁷ www.reddit.com/r/uber/comments/1rcs7js/psa_order_a_wait_save_at_your_own_peril/; www.reddit.com/r/uber/comments/1f373gi/wait_times_whats_changed/; www.reddit.com/r/uber/comments/1f5y104/uberx_vs_wait_save/.

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22. Notably, even the range that Uber advertises for Wait & Save may be wildly inaccurate.⁸



23. These testimonials show that, despite advertising a precise arrival time, driver arrival times are inherently unpredictable. Nonetheless, Uber continues to hold itself out as being able to provide exact, dependable and accurate arrival times to riders—something it knows it cannot do.

IV. Uber Knows That Its Precise Arrival Times Are No More Than Estimates.

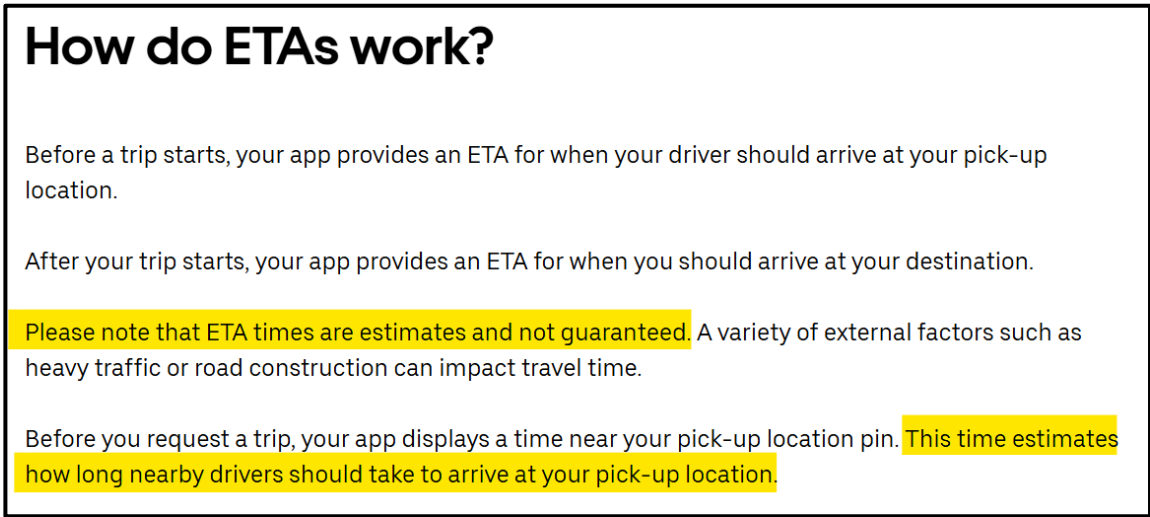
24. Uber knows that it cannot provide precise, accurate pickup times to its users. That knowledge, however, is not adequately disclosed.

25. Uber does not provide any in-app disclaimer advising that arrival times are

⁸ www.reddit.com/r/uber/comments/1q8t3zs/what_happened_to_uber/

1 imprecise—for instance, by including an asterisk or disclaimers in-app next to arrival times.

2 26. Instead, Uber buries a statement, deep in its Help Page located on its website, that
3 says its precise times are not precise at all. In a post titled “How do ETAs work?,” Uber states:
4 “Please note that ETA times are estimates and not guaranteed. . . . This time estimates how long
5 nearby drivers should take to arrive at your pick-up location.”⁹



14 27. This page is technically accessible in the mobile app, but its placement is
15 counterintuitive and requires multiple steps and scouring menu options to locate. Specifically, users
16 must first find the Help page. That page is not searchable in the app. Then, users must manually
17 click through several sub-folders (Rides > Guides > Getting Started) before finding the page above.
18 Even then, users must scroll for some time before finding the page—and that is assuming they were
19 even looking for this information in the right spot. It is unlikely that users would have searched in
20 the sub-folder named “Getting Started” when a sub-folder titled “From pickup to dropoff” is right
21 below. And all this assumes users are even actively searching for such a disclaimer in the first place.

22 28. “ETA” is the name Uber gives to its to the *to-the-minute* arrival times displayed with
23 each rideshare option. Thus, even though Uber knows it cannot predict arrival times with precision,
24 it still advertises UberX—and many other ride options—with precise times. Uber could have chosen
25 to display ETAs for these rides as a range, just like it does with Wait & Save and Share. It chose
26 not to. This practice is intentionally misleading, intended to trick customers into paying for a benefit

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28 ⁹ help.uber.com/en-GB/riders/article/how-do-etras-work?nodeId=6a4dbe13-0a86-4d11-a0ab-cc88f8171fb8

1 they may not receive and which Uber cannot guarantee.

2 29. The fact that Uber advertises Wait & Save and Share rides with a range makes its
3 practice of advertising other ETAs with a precise time especially deceptive. By differentiating its
4 displays in this way, Uber implies that precise arrival times are more accurate or dependable than
5 ranges. But all of Uber’s advertised arrival times—range or not—are “estimates” and nothing more.

6 30. When it fails to deliver a ride within the advertised time, Uber does not offer any
7 refund. In short, Uber can charge users a premium and offer nothing in return. Uber continues to
8 mislead its customers because, in aggregate, these increased fees contribute to large profit margins.

9 31. In 2025, Uber had over two-hundred million (202,000,000) monthly active platform
10 consumers who, collectively, took over thirteen and a half *billion* (13,500,000,000) trips.¹⁰ If Uber
11 took a \$3 fee in one out of fifty rides, it would collect \$810,000,000 in one-time UberX fees alone.

12 32. That figure is extremely conservative. If Uber charges \$3 for the promise of being
13 picked up one minute faster, it can—and does—charge far more for a greater advertised difference
14 in pickup times. Moreover, Uber aggressively promotes certain rides as “Faster” and preselects that
15 option for every trip. Annual revenue from these price premiums likely exceeds one billion dollars.

16 33. Accordingly, Uber benefits greatly from the false promise of a certain pick-up time
17 even though it knows that it cannot reliably deliver on this promise.

18 **V. Advertised Pickup Times Are Calculated to Boost Profits.**

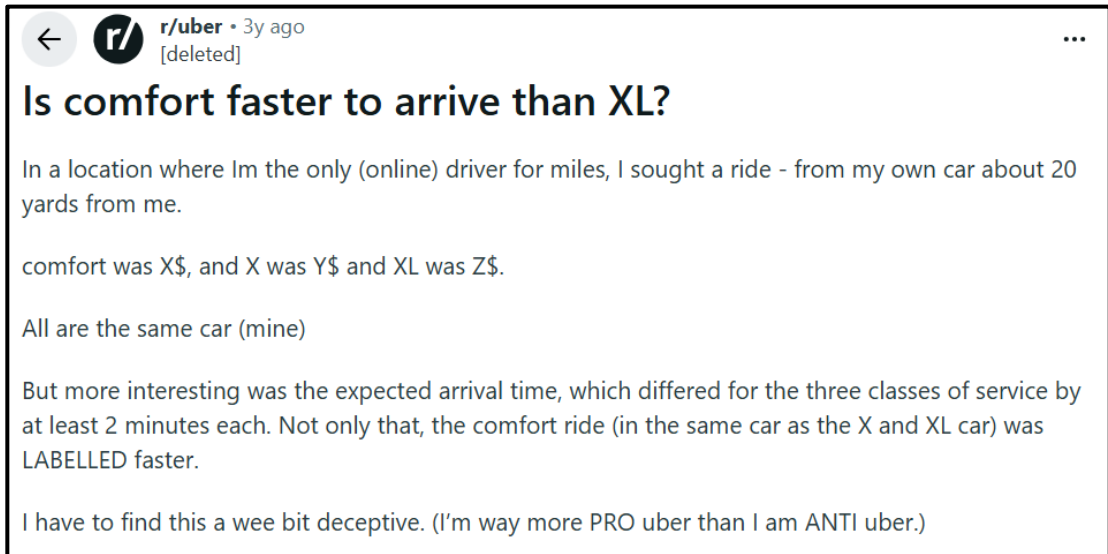
19 34. As shown above, Uber often differentiates between arrival times to-the-minute, often
20 advertising arrival times of “2 min,” “3 min,” and “4 min” to consumers for different rideshare
21 options. But, as Uber itself admits, these precise times are just estimates. Uber admits that a “variety
22 of external factors” can—and often do—make precise arrival times inaccurate or misleading.

23 35. Given the inherent unpredictability of estimated arrival times, users might wonder
24 how those times are calculated and, more importantly, how Uber differentiates between rides with
25 such precision, down to the minute. Upon information and belief, these advertised arrival times are
26 not based on driver location or availability but, rather, are crafted to extract a price premium from
27

28 ¹⁰ <https://investor.uber.com/news-events/news/press-release-details/2026/Uber-Announces-Results-for-Fourth-Quarter-and-Full-Year-2025/default.aspx>

1 consumers based on the false promise of a comparatively faster arrival time. Advertising arrival
 2 times down to the minute allows Uber greater opportunity to extract these fees.

3 36. Uber has advertised different arrival times—at different price points—for different
 4 ride options even when all options would take the same time to arrive. For instance, one Uber driver,
 5 in a location where he was “the only (online) driver for miles,” opened the Uber app on the rider
 6 side. The driver found that his car—the only one for miles—was advertised under three different
 7 price points. More interesting, however, were the arrival times, “which differed for the three classes
 8 of service by at least 2 minutes each.” One was even labeled “Faster” than the others. This despite
 9 the fact that he was “the only (online) driver for miles[.]”



19 37. Upon information and belief, Uber advertises different arrival times for rides based,
 20 at least in part, on factors unrelated to driver location or availability. Upon information and belief,
 21 Uber sets arrival times based, in part, to justify the price premium it charged for faster arrival times.

22 **VI. Uber Coerces Riders into Paying for the “Faster” Option.**

23 38. In the past several months, if not years, Uber has promoted UberX as the “Faster”
 24 option whenever users request a ride. Uber uses several coercive tactics to induce consumers to
 25 choose this “Faster” option over other, less expensive options, particularly Wait & Save.

26 39. First, Uber implements a variety of what the Federal Trade Commission calls “dark
 27 patterns,” or deceptive practices used to manipulate consumers into making choices they would not
 28

1 ordinarily make.¹¹

2 40. For example, Uber “preselect[s] a default that’s good for the company, but not the
3 user,” thereby offering consumers an asymmetric choice.¹²

4 41. Uber also leverages “contrasting visual prominence” and other elements of its user
5 interface to focus attention and “steer users into making a certain selection” namely the “Faster”
6 option over other rides, like the less expensive Wait & Save.¹³

7 42. These dark patterns are preselection, false hierarchy, and pressured upselling.

8 43. “Preselection employs the default effect cognitive bias—a psychological
9 phenomenon where people tend to go with the option that is already chosen for them, even if there
10 are other choices available.”¹⁴ Here, Uber preselects the “Faster” UberX every time users ask for a
11 ride. This presents users with an asymmetric choice where that option is weighed more heavily.

12 44. Uber also makes use of a false hierarchy and pressured upselling by always listing
13 the “Faster” option first and highlighting this option in a bright-white box that stands in stark
14 contrast to the app’s all-black background, steering users to pick the “Faster” ride over any other.¹⁵

15 45. Second, Uber exploits what is known as the “marketing placebo effect” a
16 phenomenon where people “tend to value expensive items over their cheaper counterparts.”¹⁶
17 Customers tend to prefer more expensive items because they think a higher price mitigates risk.
18 Customers also believe expensive items are inherently higher quality. As one finance professor
19 explained to the *Business Insider*, people are “more likely to pay more for something if they perceive
20 a lower-priced product as giving lower satisfaction and a higher risk”¹⁷

21 46. For instance, even though the advertised waiting times for UberX and Wait & Save
22 can differ by as little as one minute according to Uber’s representations, Uber knows that many

23
24 ¹¹ See FTC Staff Report, *Bringing Dark Patterns to Light* at 2 (Sept. 2022), available at
https://www.ftc.gov/system/files/ftc_gov/pdf/P214800%20Dark%20Patterns%20Report%209.14.2022%20-%20FINAL.pdf

25 ¹² See *id.* at 25.

26 ¹³ See *id.* at 23.

27 ¹⁴ <https://www.deceptive.design/types/preselection>

28 ¹⁵ See FTC Staff Report, *Bringing Dark Patterns to Light* at 23.

¹⁶ <https://www.businessinsider.com/sc/why-we-like-expensive-things-2018-12>

¹⁷ <https://www.businessinsider.com/sc/why-we-like-expensive-things-2018-12>

1 consumers will pay an extra \$3 or more to avoid the risk of getting picked up late. Uber capitalizes
2 on this association between price and dependability. In reality, the precise arrival times advertised
3 Uber displays are no more than only “estimates,” nothing more.

4 47. Despite its inability to deliver on the advertised pickup times, Uber manipulates
5 consumers into choosing the purportedly “Faster” option for its own financial gain. Uber has been
6 unjustly enriched by its use of deceptive marketing tactics, inducing consumers to pay for a service
7 by falsely advertising a benefit that it cannot reliably bestow on users.

8 **CALIFORNIA LAW APPLIES TO THE ENTIRE NATIONWIDE CLASS**

9 48. California’s substantive laws apply to every class member, regardless of where in
10 the United States the class member resides.

11 49. California’s substantive laws may be constitutionally applied to the claims of
12 Plaintiff and the Classes under the Due Process Clause, 14th Amend. §1, and the Full Faith and
13 Credit Clause, Art. IV §1 of the U.S. Constitution. California has significant contacts, and a
14 significant aggregation of contacts, with the claims asserted by Plaintiff and all class members,
15 creating state interests such that the choice of California state law is not arbitrary or unfair.

16 50. Uber’s United States headquarters and principal place of business are in California.
17 Many of Uber’s key executives and thousands of its employees are located in California. On
18 information and belief, Uber also owns property and conducts substantial business in California.
19 Therefore, the State of California has a significant interest in regulating Uber’s conduct under its
20 laws. Uber’s decision to reside in California, avail itself of its laws, and to engage in the challenged
21 conduct, which originates from and emanates out of California, renders the application of California
22 law to the claims alleged here constitutionally permissible. Upon information and belief, California
23 is the state from which Uber’s alleged misconduct and false statements emanated. This conduct
24 similarly injured and affected Ms. Ye and all other class members.

25 51. The application of California laws to the Classes is also appropriate under
26 California’s choice of law rules. California has significant contacts with the claims of Ms. Ye and
27 the proposed Classes because, *inter alia*, Ms. Ye is a California resident, and California has a greater
28 interest in applying its laws here than any other interested state.

THE CLAIMS ALLEGED HERE ARE NOT ARBITRABLE

52. As Chief Justice John Roberts has stressed, “[t]he right to trial by jury is of such importance and occupies so firm a place in our history and jurisprudence that any seeming curtailment of the right has always been and should be scrutinized with the utmost care.” *Sec. & Exch. Comm’n v. Jarkesy*, 603 U.S. 109, 121 (2024) (quotation marks and citation omitted).

53. The FAA provides a narrow carve out from this constitutional right, allowing the arbitration of certain types of disputes in specific types of contracts that contain “[a] written provision . . . to settle by arbitration a controversy[.]” 9 U.S.C. § 2. But the FAA does not apply simply because a contract uses the word “arbitration.” “Arbitration, as understood by Congress when it enacted the FAA, was designed to be a fair and efficient alternative to bilateral judicial proceedings.” *Heckman v. Live Nation Ent., Inc.*, 120 F.4th 670, 690 (9th Cir. 2024). Accordingly, the Supreme Court has referred to “the norm of bilateral arbitration” in its opinions interpreting the meaning of the FAA. *See Viking River Cruises, Inc. v. Moriana*, 596 U.S. 639, 657–58 (2022).

54. For the reasons explained below, Uber’s attempt at subverting the right to a trial by jury through a so-called arbitration clause does not, in fact, qualify as arbitration under the FAA.

55. Many companies impose convoluted and arcane arbitration clauses on their users. The effect of these clauses is often apparent on their face. These clauses are often blunt instruments, clearly designed to delay and frustrate consumers’ ability to vindicate any claim against a company.

56. Uber is a far more sophisticated defendant, one that has repeatedly litigated and updated its dispute resolution terms for over a decade. Accordingly, the operation of Uber’s arbitration provision is more artfully disguised but is no less damaging in its effect.

57. In the current iteration, Uber has taken care to disguise the ultimate effect of its recursive and arcane arbitration terms—all of which delay the filing or processing arbitration demands but (with one exception) do not toll applicable statutes of limitation. The so-called “arbitration” clause in Uber’s US Terms of Use (“Terms”), last updated January 15, 2026, is far worse than a usual arbitration clause’s curtailment of the right to a jury. The process it imposes is not “bilateral,” “individualized,” nor “informal.” *See Viking River Cruises*, 596 U.S. at 656–57. More frightening, they give Uber several opportunities to total extinguish consumers’ right to relief.

1 58. That statutes of limitation are not tolled is never expressly stated in the Terms—
2 except for a single provision that tolls any “statute of limitations and any filing fee deadlines” during
3 the pendency of Uber’s unconscionable and unenforceable Pre-Arbitration Dispute Resolution and
4 Notification process described below. But there is no provision for tolling the statute of limitations
5 during the actual dispute process and, throughout this process, Uber has several opportunities to
6 indefinitely stay the processing of arbitration demands and the filing of any new claims.

7 59. What is expressly stated is that statutes of limitations apply to arbitrated claims.
8 Buried in a provision titled “Rules and Governing Law” the Terms state: “ All statutes of limitations
9 that would otherwise be applicable will apply to any arbitration proceeding.” Terms § 2(c).

10 60. The absence of tolling provisions is notable, given that consumers may be prevented
11 from having their claims processed for months, if not years, for reasons outside their control. This
12 could easily lead an arbitrator to conclude that, once their claim is finally processed, it is untimely.
13 The absence of a tolling provision is also intentional. Uber *does* provide for tolling in a single,
14 limited circumstance and the Terms expressly say that limitations periods apply to filed claims.

15 61. Uber has written its arbitration provision to allow it to delay private adjudication for
16 months—if not years. Most concerning is that after initiating such a substantial delay, Uber may
17 unilaterally opt-out of arbitration all together, forcing consumers to sue Uber in court. But, by this
18 point, claims may be barred under the statute of limitations. This ultimate result is never spelled out
19 in Uber’s Terms but seems to be the arbitration clause’s clear and intended effect.

20 62. In short, Uber has constructed an elaborate process to indefinitely delay consumer
21 claims until they can be extinguished completely. Uber purports to insulate this entire process from
22 judicial review but its convoluted and contradictory delegation clause does not amount to the “clear
23 and unmistakable evidence” of the parties’ intent to delegate arbitrability issues. *See In re Tesla*
24 *Advance Driver Assistance Sys. Litig.*, 2023 WL 6391477, at *6 (N.D. Cal. Sept. 30, 2023).

25 63. Ultimately, because of the patent unconscionability of the Term’s arbitration clause
26 and their failure to clearly and unmistakably delegate arbitrability issues to an arbitrator, Ms. Yes’
27 claims, and the claims of all members of the putative class, are allowed to proceed in this Court.
28

1 **VII. Uber’s Mass Action Protocol Is an Elaborate Bait-and-Switch.**

2 64. Uber’s “mass actions” protocol impose a convoluted process that operates to
3 indefinitely delay any private adjudication. In short, the entire process is a sham.

4 65. The Terms give Uber the unilateral right to opt-out of the mass action protocol if it
5 chooses, likely forcing consumers to go to court after the statute of limitations on their claims has
6 run out. But if Uber follows its own mass action protocol, it has several means to delay the resolution
7 of claims for months—if not years. Rather than providing consumers with efficiency, Uber’s mass
8 action protocol creates repeated bottlenecks that slow the resolution of claims to a glacial crawl.

9 **a. Uber’s Mass Arbitration Protocol Is Neither an “Arbitration” Nor an Actual**
10 **Mechanism to Resolve Disputes; Its Only Purpose Is To Delay.**

11 66. Under the Terms, Uber and its users agree to resolve all disputes “only in individual
12 arbitration.” Terms § 2(a)(3)(a). Consumers “expressly waive the right” to have their claims against
13 Uber heard “as a mass action, and neither an arbitrator nor an arbitration provider” has the authority
14 “to award relief to anyone but the individual.” *Id.*

15 67. Whether Ms. Ye’s claim would constitute part of a mass action is an open question.
16 “[T]he definition of a “Mass Action” includes, *but is not limited to*, instances in which you or Uber
17 are represented by a law firm or collection of law firms that has filed 50 or more arbitration demands
18 of a substantially similar nature against the other party within 180 days of the arbitration demand
19 filed on your or Uber’s behalf.” Terms § 2(a)(3)(a) (emphasis added). This definition is vague and
20 ambiguous; perhaps claims do not need to be “substantially similar” but only “somewhat similar”
21 to qualify, or perhaps filing just twenty claims in a six-month period is sufficient, rather than fifty.

22 68. The definition of a “Mass Action” means that Uber can more freely dispute whether
23 a claim violates the Mass Action Waiver. This inures to Uber’s benefit, as explained below.

24 69. *Whenever* a claim is filed, Uber can trigger a process misleadingly named a “Dispute
25 Procedure.”¹⁸ Terms § 2(a)(3)(b). The Dispute Procedure involves a full review by an arbitrator (or

26 _____
27 ¹⁸ The language of this clause is vague, providing that “the arbitrator shall be empowered to
28 determine whether the party bringing any claim has filed a Mass Action in violation of the Mass
Action Waiver,” and that “[e]ither party shall raise with the arbitrator or arbitration provider such a
dispute within 15 days of its arising.” Terms § 2(a)(3)(b). A “dispute” in this context is not defined.

1 panel of arbitrators); this review has no set deadlines, rules, processes or procedures and only
 2 concludes once the arbitrator(s) “issue a written decision with findings of fact and conclusions of
 3 law” concerning a single question: whether the claim at issue was filed as part of a Mass Action in
 4 violation of the Mass Action Waiver. *Id.* Until this written decision is issued, “any further arbitration
 5 proceedings or assessment of arbitration-related fees shall be stayed[.]” *Id.*

6 70. “If the arbitrator or panel of arbitrators determines that any party has violated the
 7 Mass Action Waiver,” either party may “opt out of arbitration within 30 days of the arbitrator’s or
 8 panel of arbitrator’s decision.” Terms § 2(a)(3)(b). This grants Uber the right to opt-out of the mass
 9 action protocol it drafted, but it also provides Uber with a means to prevent *any* mass action from
 10 proceeding. Uber can initiate a Dispute Procedure with each claimant and, once each procedure
 11 concludes, opt-out of the mass action grouping procedure by sending a single email.¹⁹ *Id.*

12 71. In sum, Uber can (i) contest any individual consumer’s status as part of a Mass
 13 Action, (ii) benefit from the delay inherent in the protracted and open-ended Dispute Process, (iii)
 14 benefit from the stay of any further proceedings and a relief from its obligation to pay costs and
 15 fees, and (iv) once the Dispute Process concludes, simply opt-out of arbitration all together.

16 72. This does not describe an agreement to “settle” a dispute by arbitration within the
 17 meaning of the FAA. *See* 9 U.S.C. § 2. Rather, it is a unilateral right that Uber may freely exercise.
 18 Under the Terms, Uber can choose which consumers must arbitrate and which must go to court.

19 73. Uber’s ability to opt-out of arbitration is particularly unconscionable when the effect
 20 of forcing a consumer into court is properly understood. As mentioned, the Terms only contain a
 21 single tolling provision that tolls any “statute of limitations and any filing fee deadlines” during the
 22 pendency of the Pre-Arbitration Dispute Resolution and Notification process, described below. But

23 _____
 24 Arguably, it would require a disagreement between the parties, but disagreement would be easy for
 25 Uber to manufacture simply by taking a position contrary to the consumer. Regardless, whether the
 26 issue can be raised unilaterally or requires some “dispute,” Uber would have the ability to trigger
 27 the misleadingly named “Dispute Process,” where in an arbitrator or panel of arbitrators renders “a
 28 written decision with findings of fact and conclusions of law” to decide whether the Mass Action
 Waiver has, in fact, been breached. *Id.* As explained above, Uber has strong incentives to do so.

¹⁹ Consumers also have the option to opt-out of the grouping process, but the requirements imposed
 on consumers are far more onerous. Uber can opt-out by sending a single email. Terms § 2(a)(3)(b).
 Consumers must print a written notice and mail a signed copy to Uber’s office. *Id.* If the notice is
 signed by a customer’s attorney or other duly authorized agent, the notice is defective. *Id.*

1 there is no provision tolling the statute of limitations during the Dispute Process, described above.

2 74. By the time a consumer has slogged through the Dispute Process, the statute of
3 limitations on their claims may have run out. At that point, Uber can deny the consumer the ability
4 to vindicate their rights in a private forum and force the consumer into court. But, at that point, the
5 consumer would not have the right to recover in a court of law because the applicable statute of
6 limitations would have run on their claims and nothing in the Terms would save their claims.

7 75. Uber would have leveraged the Terms to extinguish the consumer’s rights to any
8 remedy *in any forum*—be it a private arbitration or a court of law.

9 **b. The Mass Action Waiver Indefinitely Delays the Resolution of Claims.**

10 76. If Uber agrees to participate in the Mass Action grouping process it created and
11 subject itself to potential liability, rather than extinguish consumer’s claims as described above,
12 Uber can ask to appoint a Special Master “to resolve threshold disputes regarding the arbitration
13 demands submitted in the Mass Action (“Mass Action Demands”).” Terms § 2(a)(3)(c)(i).

14 77. As with the definition of “Mass Action” itself, the definition of “threshold disputes”
15 is open-ended and vague. The Terms provide a non-exclusive list of “threshold disputes” but leave
16 open the possibility that other issues may be properly brought forth. This gives Uber the opportunity
17 to present any array of issues to the Special Master, inviting complicated questions about the Special
18 Master’s authority to even render a ruling. This, in turn, could bog down the proceedings before
19 Special Master and tie up the parties in a cascading series of (time consuming) debates.

20 78. That said, threshold disputes certainly include any disputes regarding filing fees,
21 filing requirements or whether consumers “are barred from proceeding with their claims based on a
22 . . . violation of these Terms[] or expiration of the statute of limitations[.]” Terms § 2(a)(3)(c).
23 Accordingly, Uber could argue to the Special Master that consumers’ claims were time barred, even
24 if Uber orchestrated delays in the proceeding, described above, to run out the limitations period.

25 79. Unlike in the Dispute Process where an arbitrator (or panel) consider(s) a single issue
26 arising out of a single claim, here, one person (the Special Master) must resolve multiple issues
27 arising out of perhaps thousands of claims. The sheer volume of work the Special Master must
28 perform is likely to cause significant delay.

1 80. As with the Dispute Process, there are no rules, procedures, or processes to guide the
 2 Special Master in the exercise of their authority. This lack of guidance is problematic itself. *See*
 3 *Heckman*, 120 F.4th at 685. However, there is a key limitation on the Special Master’s power: the
 4 Special Master cannot decide issues for multiple claimants at once. This limitation is implied by the
 5 fact that the Special Master has “no authority to consolidate cases.” Terms § 2(a)(3)(c).

6 81. The purported motivate behind having a Special Master is “[t]o increase efficiency,”
 7 Terms § 2(a)(3)(c), but efficiency requires—where appropriate—resolving issues collectively. That
 8 the Special Master has no express authority to do so creates an insurmountable bottleneck.

9 82. So long as a Special Master presides over a Mass Action, the applicable arbitration
 10 provider may not process “any of the Mass Arbitration Demands to which a dispute has been
 11 raised.”²⁰ Terms § 2(a)(3)(c). The definition of a Mass Arbitration Demand, as with the definition
 12 of a Mass Action, is open-ended and vague. Presumably, Uber could take the position that *any* claim
 13 filed during a Special Master’s appointment is a Mass Arbitration Demand.

14 83. In addition, while a Special Master presides, “[n]o further payment for filing fees,
 15 administrative costs, or arbitrator fees shall be deemed due with respect to any of the Mass
 16 Arbitration Demands as to which a dispute has been raised until after the dispute(s) has/have been
 17 resolved by the Special Master.” Terms § 2(a)(3)(c). The exception to this carve out are “fees and
 18 costs related to the proceedings before the Special Master” themselves. *Id.*

19 84. Although consumers are barred from filing new claims while a Special Master is
 20 appointed, there is no complementary provision tolling the statute of limitations. This means that if
 21 a consumer cannot file before a Special Master is appointed and the Special Master does not resolve
 22 all issues before the statute of limitations runs, then the consumer’s claim is extinguished.

23 85. Appointing a Special Master denies claimants access to a forum and may prevent

24 ²⁰ The phrase “to which a dispute has been raised” is not defined but, presumably, refers to the
 25 process described in Section 2(a)(3)(b), where a “dispute” as to whether a claim was filed in a Mass
 26 Action triggers the Dispute Procedure discussed above. This implies that the appointment of a
 27 Special Master could prevent the applicable arbitration provider from processing *any* claim because
 28 Uber could easily manufacture a “dispute” as to any claim and trigger the Dispute Procedure. Note
 that Uber could do so even if, on its face, the claim had nothing to do with the pending Mass Action
 and could in no way be considered a part of the Mass Action. That is because the only apparent
 standard for triggering the Dispute Procedure is the existence of a “dispute” between the parties, or
 else, the Terms allow for any party to *sua sponte* trigger the Dispute Procedure. *Supra* note 18.

1 consumers from filing their claims within the limitations period. Claims could easily be time barred
 2 before the Special Master is even part-way through the onerous task resolving issues one-by-one.

3 86. Finally, if the Special Master can complete their Herculean burden, consumers and
 4 their counsel have just fourteen days (not business days) to organize claimants into groups of up to
 5 one hundred consumers. Each group is assigned “to a single arbitrator, with each group having one
 6 set of administrative documents, one set of administrative and filing fees per group, and one
 7 arbitration management conference per group.” Terms § 2(a)(3)(c)(ii).

8 87. Supposedly, these arbitrators have no authority to decide any issues collectively.
 9 “Regardless of the grouping described above, the arbitrator shall resolve all arbitrations within a
 10 group on an individual basis.” Terms § 2(a)(3)(c)(ii). But there is no process to enforce this
 11 requirement. As in the other stages, no rules, protocols or procedures contained in the Terms guide
 12 the arbitrator who presides over the batched groups. This lack of guidance is problematic. *See*
 13 *Heckman*, 120 F.4th at 685. Moreover, the application of legal conclusions and rulings from
 14 previously arbitrations, may operate to provide Uber “many of the protections and advantages of a
 15 class action, but provide to [consumers] virtually none of its protections and advantages.” *See id.*

16 88. At the grouping stage, Uber’s Mass Action protocol suffers from the same defect as
 17 many other portions of its arbitration clause—namely, the inability of an arbitrator to decide any
 18 issue on a collective basis. Uber places the entire load of up to one hundred claims on one individual.
 19 Rather than letting that person render decisions efficiently and—where appropriate—on a collective
 20 basis, Uber requires that they resolve issues one-by-one-by-one.

21 89. Even at this stage, after having several opportunities to dispute whether consumers
 22 properly followed the notice procedures proscribed by the Terms, Uber can *still* “object that the
 23 filing or presentation of multiple arbitration demands” violates the terms. Terms § 2(a)(3)(c)(ii)
 24 (“Nothing in this provision shall be construed as limiting the right to object that the filing or
 25 presentation of multiple arbitration demands by or with the assistance of the same law firm or
 26 organization violates any term of this Agreement.”).

27 90. Finally, the near intractable delay imposed by the Mass Action protocols not only
 28 applies to claims filed as part of a Mass Action but to any qualifying demands that “were originally

1 processed as individual arbitration demands before this batching procedure was commenced[.]”
 2 Terms § 2(a)(3)(c)(ii). As described above, the definition of a Mass Action allows Uber to easily
 3 assert that *any* demands filed before the Mass Action was commenced should be covered.

4 **VIII. Uber’s Unconscionable and Unenforceable Notice Requirements and Pre-Dispute**
 5 **Resolution Procedure.**

6 91. Yet another method to indefinitely delay arbitrations is the “Pre-Arbitration Dispute
 7 Resolution and Notification” process, which consumers must follow before even initiating
 8 arbitration—as part of a Mass Action or otherwise.

9 92. As part of this process, consumers must meet with Uber before issuing an arbitration
 10 demand. Terms § 2(d). The meeting must be one-on-one: “Multiple individuals initiating claims
 11 cannot participate in the same informal telephonic dispute resolution conference.” *Id.*

12 93. Consumers are required to “appear at and fully participate in the conference” even if
 13 they are represented by counsel. Terms § 2(d).

14 94. This requirement directly infringes on a consumer’s right to be represented by
 15 counsel and to rely on their counsel’s expertise and skill. Counsel cannot attempt to negotiate a
 16 resolution on its client’s behalf without the client also personally participating. And consumers are
 17 deterred from retaining experienced attorneys that represent multiple clients against Uber raising
 18 similar claims, given the high volume of calls that must be scheduled for any arbitration to proceed.

19 95. Moreover, the unspecified requirement for individuals to “fully participate” in the
 20 conference is void for violating legal ethical rules because, during this meetings, Uber’s counsel—
 21 either directly, or by coaching Uber’s agents—are impermissibly allowed to communicate with a
 22 represented party. In fact, the rules seem to *require* Uber’s counsel to do so: to “fully participate”
 23 in the conference, consumers must speak directly with Uber’s attorneys’ or else Uber’s
 24 representatives (whose statements and guidance will obviously be directed by Uber’s counsel).

25 96. Cal. Prof. Rule 4.2(a) states that “a lawyer shall not communicate directly or
 26 indirectly about the subject of the representation with a person the lawyer knows to be represented
 27 by another lawyer in the matter, unless the lawyer has the consent of the other lawyer.”

28 97. This prohibition is read broadly. It prohibits any communication to Claimants when

1 “the content of the communication to be had with the opposing party originates with or is directed
2 by the attorney[.]” *San Francisco Unified Sch. Dist. ex rel. Contreras v. First Student, Inc.*, 153 Cal.
3 Rptr. 3d 583, 602 (Cal. App. 2013) (quoting Cal. St. Bar. Comm. Prof. Resp., CA Eth. Op. 1993-
4 131). Uber’s counsel is also prohibited from, *inter alia*, “scripting the questions to be asked or
5 statements to be made in the communications or otherwise using the client as a conduit for
6 conveying to the represented opposing party words or thoughts originating with the attorney.” *Id.*

7 98. On information and belief, Uber’s attorneys advised it to create this informal dispute
8 resolution process, and has advised, or will advise, Uber’s representatives on the “questions to be
9 asked or statements to be made” at any such conference with consumers in violation of the ethical
10 rules described above. *See San Francisco Unified Sch. Dist.*, 153 Cal. Rptr. 3d at 602.

11 99. Failure to abide by the Pre-Arbitration Dispute Resolution and Notification process
12 subjects any arbitration demand to immediate dismissal. “Engaging in an informal dispute
13 resolution conference is a condition precedent that must be fulfilled before commencing arbitration,
14 and the Arbitrator shall dismiss any arbitration demand filed before completion of an informal
15 dispute resolution conference.” Terms § 2(d).

16 100. Once a meeting has occurred, a consumer may finally initiate arbitration. However,
17 the consumer must comply with further notice requirements, including both mailing and emailing
18 an “as-filed” copy of the arbitration demand to Uber and both mailing and emailing a copy of the
19 arbitration demand to the applicable arbitration provider. Terms § 2(d). Failure to abide by these
20 notice requirements, as with other failures, could result in dismissal of a consumer’s claims.

21 101. Thus, Uber can further delay the resolution of the merits in any arbitration by arguing
22 that these onerous and vague Pre-Dispute Resolution procedures have been met. For instance, Uber
23 can argue that a consumer did not “*fully* participate” in an informal dispute conference because it
24 refused to answer certain questions or deferred to its counsel to response to Uber’s questioning.

25 102. This process only serves as yet another obstacle to “a fair and efficient alternative to
26 bilateral judicial proceedings,” as envisioned by the FAA. *See Heckman*, 120 F.4th at 690.

27 **IX. The Class Action Waiver.**

28 103. The Terms contain a “Class Action Waiver,” that purports to waive a consumer’s

1 right to have any claim “resolved[] or arbitrated as a class, collective, coordinated, consolidated,
2 and/or representative action” and denies an arbitrator any authority to hear such an action or “to
3 award relief to anyone but the individual in arbitration.” Terms § 2(a)(2).

4 104. “Notwithstanding anything else in [the Terms], this Class Action Waiver does not
5 prevent [consumers] or Uber from participating in a classwide, collective, and/or representative
6 settlement of claims.” Terms § 2(a)(2). Thus, Uber effectively retains the unilateral right to
7 negotiate a class-wide resolution of a consumer’s claims, without that individual’s participation.

8 105. This makes Uber’s purported agreement to arbitrate illusory. This carveout means
9 that Uber’s Terms do not constitute a “written provision . . . to settle by arbitration a controversy[.]”
10 9 U.S.C. § 2. Accordingly, the so-called arbitration agreement is not governed by the FAA. At most,
11 Uber’s Terms constitute a written provision that allows Uber to *either* arbitrate on an individual
12 basis or participate in class-wide relief, in the form of class-wide settlement. (And, as discussed
13 above, there are other provisions in the Terms that render the agreement to arbitrate illusory.)

14 106. In addition, the scope of the class waiver is breathtaking: “For the avoidance of
15 doubt, this [Class Waiver] precludes [consumers] from bringing claims as or participating in any
16 kind of any class, collective, coordinated, consolidated, mass, and/or representative or other kind of
17 group, multi-plaintiff, or joint action against Uber and no action brought by you may be consolidated
18 or joined in any fashion with any other proceeding.” Terms § 2(b). In short, *any* consolidation—
19 whether in the form of multi-district litigation or even the mere consolidation of claims under Fed.
20 R. Civ. P. 42—is expressly barred by the Terms.

21 107. If any portion of the Class Action Waiver is deemed unenforceable, the Terms
22 provide that “any portion of any claim(s) that are subject to arbitration on an individual basis shall
23 proceed in arbitration” and any court proceedings on the remaining portion of such claims must “be
24 stayed pending the completion of arbitration[.]” Terms § 2(a)(2). If this provision were followed, it
25 would effectively nullify any court order holding the Class Action Waiver unenforceable. That is
26 because consumers would be forced to go to arbitration to resolve portions of their claims.

27 **X. The Non-Mutual Exception to Mandatory Arbitration.**

28 108. The Terms allow claims for “injunctive or other equitable relief to prevent the actual

1 or threatened infringement . . . of a party’s . . . intellectual property rights” to be brought in court.
 2 Terms § 2(b). This provision is clearly intended as a carve out to allow Uber to avail itself of the
 3 judicial system to protect its intellectual property without being forced to go to arbitration. It is far
 4 more likely that Uber will have a claim against a consumer for a violation of intellectual property
 5 rights than the other way around.

6 **XI. The Delegation Clause.**

7 109. The Terms purport to insulate the Arbitration Clause from all judicial review: “Only
 8 an arbitrator, and not any federal, state, or local court or agency, shall have *exclusive* authority to
 9 resolve any dispute arising out of or relating to the interpretation, applicability, enforceability, or
 10 formation of this Arbitration Agreement, including without limitation any claim that all or part of
 11 this Arbitration Agreement is void or voidable.” Terms § 2(a)(4) (emphasis added). And they
 12 continue: “An arbitrator shall also have *exclusive* authority to resolve all threshold arbitrability
 13 issues, including issues relating to whether these Terms are applicable, unconscionable, or illusory
 14 and any defense to arbitration, including without limitation waiver, delay, laches, or estoppel.” *Id.*
 15 (emphasis added). Each of these lines are printed entirely in bold font to catch the eye.

16 110. However, in the next line, the Terms purport to reserve some issues for this Court
 17 alone: “only a court of competent jurisdiction, and not an arbitrator, shall have the exclusive
 18 authority to resolve any and all disputes concerning the Class Action Waiver and Mass Action
 19 Waiver, including, but not limited to, any claim that all or part of the Class Action Waiver and/or
 20 Mass Action Waiver is unenforceable, unconscionable, illegal, void, or voidable[.]” Terms
 21 § 2(a)(4). In contrast to the preceding bold text, these caveats are printed in normal font.

22 111. This contradictory language does not amount to clear and unmistakable evidence of
 23 the parties’ intent to delegate arbitrability issues. *See Tesla Advance Driver Assistance Sys., 2023*
 24 *WL 6391477 at *6.* There is an “inherent tension” in the contradictory delegations of authority to
 25 this Court and to an arbitrator, the intended bounds of which are difficult to discern. *See id.*

26 **XII. Limitations of Liability.**

27 112. The Terms contain an extensive and expansive Disclaimer, Limitations of Liability
 28 and Indemnity clause that work to further insulate Uber from consumer claims.

1 113. The Term’s Limitation of Liability provision is expansive. Uber disclaims any
 2 liability for consequential or indirect damages “even if Uber has been advised of the possibility of
 3 such damages.” Terms § 8. Uber also disclaims any liability arising out of a consumers’ “use or
 4 reliance on [rideshare] services or [consumers’] inability to access or use the services[.]” *Id.*

5 114. Later, Uber reiterates that it “has no responsibility or liability to [consumers] related
 6 to any transportation . . . services provided to or not provided to” by Uber’s drivers. Terms § 8.

7 115. Recognizing the likely illegality of these expansive disclaimers, the Terms carve out
 8 an exception for any liabilities “that cannot be excluded under applicable law.” Terms § 8. But the
 9 scope and legal effect of this carveout is not at all clear. At the very least, it creates a clear avenue
 10 for Uber to introduce difficult and arcane questions to the Special Master in the Mass Action
 11 protocol described above, even if its arguments ultimately fail. (Under the Terms, the Special Master
 12 has authority to resolve questions related to limitations of liability. Terms § 2(a)(3)(c)(ii).)

13 XIII. Asymmetric Provisions.

14 116. Buried at the very bottom of the Terms, in a section titled “General,” Uber includes
 15 an asymmetric waiver provision: “Uber’s failure to enforce any right or provision in these Terms
 16 shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Uber
 17 in writing.” Terms § 10. There is no similar protection for consumers under the Terms.

18 117. The Terms also include a one-sided indemnification provision, whereby consumers
 19 “agree to indemnify and hold Uber and its affiliates and their officers, directors, employees, and
 20 agents harmless from an against any and all actions, claims, demands, losses, liabilities, costs,
 21 damages, and expenses (including attorneys’ fees), arising out of or in connection with” a
 22 consumer’s use of Uber’s rideshare service but Uber makes no reciprocal promise. Terms § 8.

23 XIV. Other Unconscionable Provisions Regarding Fees

24 118. The Terms contain additional provisions that are unconscionable on their face or in
 25 their likely effect. For instance, the Terms mandate that for “disputes arising in California,” claims
 26 will be processed by ADR Services in accordance with ADR’s Arbitration Rules (“ADR Rules”).
 27 Terms § 2(c). Because Ms. Ye lives in California, ADR Rules would govern her claims and, under
 28 those rules, Ms. Ye’s claims would be considered part of a “Mass Consumer Non-Employment

1 Arbitration.” The ADR fee provisions for such cases impose an initial filing fee of \$250 and follow-
 2 on fees of \$295 “assess[ed] to Claimant and Responded per claim[.]”²¹ This imposition of fees on
 3 *consumers* stands in stark contrast to the ADR Rules concerning mass arbitrations initiated by
 4 employees. There, the Respondent is solely responsible for paying follow-on fees.²²

5 119. Moreover, regardless of the arbitration provider ultimately selected, the Terms
 6 operate to allow Uber to refuse to pay filing fees without suffering any consequence. Courts have
 7 no authority to review Uber’s fee obligations, Terms § 2(h), and Uber can also indefinitely stay its
 8 obligations to pay during the pendency of several processes (*e.g.*, the Dispute Process) that it may
 9 unilaterally trigger. Stays apply to the claim at issue and, in most cases, to other pending claims.

10 **CLASS ACTION ALLEGATIONS**

11 120. Plaintiff brings this lawsuit as a class action under Federal Rule of Civil Procedure
 12 23.

13 121. Plaintiff brings this action on behalf of herself and on behalf of the following Classes,
 14 initially defined as follows:

15 **Consumer Class:** All persons in the United States, within the applicable statute of
 16 limitations, who paid for any ride advertised as “Faster” or with a specific arrival
 17 time, as opposed to a range of times but were not picked up within the advertised
 18 time.

19 **Terms Class:** All persons in the United States, within the applicable statute of
 20 limitations, who have an Uber account and are subject to the US Terms of Use.

21 122. Excluded from the Classes are: (1) Uber, any entity or division in which Uber has a
 22 controlling interest, and its legal representatives, officers, directors, assigns, and successors; (2) the
 23 Judge to whom this case is assigned and the Judge’s staff; and (3) those persons who have suffered
 24 personal injuries as a result of the facts alleged herein.

25 123. Plaintiff reserves the right to re-define any of the class definitions prior to class
 26 certification and after having the opportunity to conduct discovery.

27 124. The claims of all class members derive directly from a single course of conduct by
 28

²¹ <https://www.adrservices.com/rate-fee-schedule/>

²² *See id.* (“A \$250 nonrefundable Initial Filing Fee is payable by the Claimant upon the filing of a qualifying mass [employment] arbitration claim. A \$550 nonrefundable Administrative Fee will be assessed to the Respondent per claim, payable upon issuance of a commencement letter.”)

1 Uber. Uber has engaged and continues to engage in uniform and standardized conduct toward the
2 class members.

3 125. Certification of Plaintiff’s claims is appropriate because Plaintiff can prove the
4 elements of Plaintiff’s claims on a class-wide basis using the same evidence as would be used to
5 prove those elements in individual actions alleging the same claim.

6 126. Accordingly, Plaintiff brings this lawsuit as a class action on Plaintiff’s own behalf
7 and on behalf of all other individuals similarly situated pursuant under Fed. R. Civ. P. 23. This
8 action satisfies the numerosity, commonality, typicality, adequacy, predominance, and superiority
9 requirements of these provisions. Specifically, this action has been properly brought and may
10 properly be maintained as a class action under Rule 23(a)(1-4), Rule 23(b)(1), (2), or (3), and/or
11 Rule 23(c)(4) of the Federal Rules of Civil Procedure.

12 127. **Numerosity** (Fed. R. Civ. P. 23(a)(1)): The members of the proposed Classes are so
13 numerous that their individual joinder would be impracticable. While the exact number is not known
14 at this time, it is generally ascertainable by appropriate discovery, and it is believed the class
15 includes tens of thousands, if not hundreds of thousands of members.

16 128. **Commonality and Predominance** (Fed. R. Civ. P. 23(a)(2); 23(b)(3)): Common
17 questions of law and fact exist as to all class members. These questions predominate over the
18 questions affecting only individual class members. The common legal and factual questions include,
19 without limitation:

- 20 a) Whether Uber engaged in the conduct alleged in this Complaint;
- 21 b) Whether Uber violated the applicable statutes alleged herein;
- 22 c) Whether Uber’s conduct emanated from the State of California;
- 23 d) Whether Plaintiff and the class members are injured and harmed directly by Uber’s
- 24 conduct;
- 25 e) Whether Plaintiff and the class members are entitled to damages due to Uber’s conduct
- 26 as alleged in this Complaint, and if so, in what amounts; and
- 27 f) Whether Plaintiff and the class members are entitled to declaratory relief.

28 129. **Typicality of Claims** (Fed. R. Civ. P. 23(a)(3)): The claims of Plaintiff and the

1 respective Classes are based on the same legal theories and arise from the same unlawful and willful
 2 conduct of Uber, resulting in the same injury to the Plaintiff and Classes. Plaintiff and all class
 3 members are similarly affected by Uber’s wrongful conduct and were damaged in the same way.
 4 Plaintiff’s interests coincide with, and are not antagonistic to, those of the other class members.
 5 Plaintiff has been damaged by the same wrongdoing set forth in this Complaint.

6 130. **Adequacy of Representation** (Fed. R. Civ. P. 23(a)(4)): Plaintiff is an adequate
 7 representative of the Classes because her interests do not conflict with the interests of the class
 8 members, and she has retained counsel who are competent and experienced in complex class
 9 actions, mass arbitrations, and consumer litigations. Plaintiff and her counsel will fairly and
 10 adequately protect the interest of the class members.

11 131. **Superiority of a Class Action** (Fed. R. Civ. P. 23(b)(3)): A class action is superior
 12 to other available means for the fair and efficient adjudication of the claims of Plaintiff and class
 13 members. There is no special interest in class members individually controlling the prosecution of
 14 separate actions. The damages suffered by individual class members, while significant, are small
 15 given the burden and expense of individual prosecution of the complex and extensive litigation
 16 necessitated by Uber’s conduct. Further, it would be virtually impossible for the class members
 17 individually to redress effectively the wrongs done to them. And, even if class members themselves
 18 could afford such individual litigation; the court system could not, given the thousands of cases that
 19 would need to be filed. Individualized litigation would increase the delay and expense to all parties
 20 and the court system, given the complex legal and factual issues involved. By contrast, the class
 21 action device presents far fewer management difficulties and provides the benefits of single
 22 adjudication, economy of scale, and comprehensive supervision by a single court.

23 132. **Appropriateness of Final Injunctive or Declaratory Relief** (Fed. R. Civ. P.
 24 23(b)(2)): In the alternative, this action may properly be maintained as a class action, because:

- 25 a) the prosecution of separate actions by individual class members would create a risk of
- 26 inconsistent or varying adjudication with respect to individual class members, which
- 27 would establish incompatible standards of conduct for Uber; or
- 28 b) the prosecution of separate actions by individual class members would create a risk of

1 adjudications with respect to individual class members which would, as a practical
 2 matter, be dispositive of the interests of other class members not parties to the
 3 adjudications, or substantially impair or impede their ability to protect their interests; or
 4 c) Uber has acted or refused to act on grounds generally applicable to the Class, thereby
 5 making appropriate final injunctive or corresponding declaratory relief with respect to
 6 the Class as a whole.

7 **COUNT I**
 8 **Violations of California’s Unfair Competition Law (“UCL”)**
 9 **Cal. Business & Professional Code §§17200 *et seq.***
 10 **(By Plaintiff, individually, and on behalf of the Consumer Class)**

11 133. Plaintiff incorporates by reference all allegations in this Complaint and restates them
 12 as if fully set forth herein.

13 134. California Business & Professions Code, §§ 17200, *et seq.* prohibits unfair
 14 competition and provides, in pertinent part, that “unfair competition shall mean and include
 15 unlawful, unfair or fraudulent business practices and unfair, deceptive, untrue or misleading
 16 advertising.” Uber’s false and misleading advertising claims regarding its precise arrival times and
 17 use of the “Faster” sticker violate all three prongs—unlawful, unfair, and fraudulent—of the UCL.

18 135. First, Uber’s representations and omissions regarding precise arrival times are
 19 unlawful because they are misleading to a reasonable consumer and violate California’s Consumer
 20 Legal Remedies Act and California’s False Advertising Law, as alleged herein.

21 136. Second, Uber’s representations and omissions regarding precise arrival times violate
 22 the “unfair” prong of the UCL because they are illegal, immoral, unscrupulous, and substantially
 23 injurious to consumers, and the negative impact of these representations and omissions on
 24 consumers outweighs any reasons, justifications, or motives for Uber’s conduct.

25 137. Third, these representations and omissions violate the “fraudulent” prong of the UCL
 26 because they are likely to deceive members of the public.

27 138. Plaintiff Ye and class members reasonably relied on Defendant’s representations and
 28 omissions. The representations and omissions were material, because a reasonable consumer would
 consider the certainty of an expected pickup time and the speed of pickup to be important factors in



1 deciding whether to purchase a ride, and those facts were a substantial factor in Plaintiff’s and class
2 members’ decisions to pay more and purchase a ride advertised with a precise arrival time, as
3 “Faster,” or both.

4 139. As a direct and proximate result of Defendant’s violations of the UCL, Plaintiff Ye
5 and the class members have suffered injury in fact and have lost money. Plaintiff Ye and the class
6 members all paid an unwarranted premium for their ride and/or were denied the benefit of their
7 bargain.

8 140. Absent Uber’s misrepresentations and omissions, Plaintiff Ye and the class members
9 would not have purchased the ride they selected or would have paid substantially less for it.

10 141. Plaintiff Ye seeks relief for violations of the UCL in the form of restitution, and/or
11 disgorgement of ill-gotten gains to compensate and make whole herself and the class members.
12 Restitution is appropriate because it is more certain, prompt, and efficient as compared to damages.
13 Further, to obtain a full refund through damages, Plaintiff would have to show that rides have no
14 market value, whereas that showing is not required for restitution.

15 142. As a result of these violations under each of the fraudulent, unfair, and unlawful
16 prongs of the UCL, Uber has been unjustly enriched at the expense of Plaintiff and the members.
17 Specifically, Uber has been unjustly enriched by obtaining revenues and profits it would not
18 otherwise have obtained absent their false, misleading, and deceptive conduct.

19 143. Through its unfair acts and practices, Uber has improperly obtained money from
20 Plaintiff and the class members. As such, Plaintiff requests that this Court cause Uber to restore this
21 money to Plaintiff and all class members, and to enjoin them from continuing to violate the UCL,
22 and/or from violating the UCL in the future. Otherwise, Plaintiff, the class members, and members
23 of the general public may be irreparably harmed and/or denied an effective and complete remedy if
24 such an order is not granted.

25 144. **Permanent public injunctive relief.** Plaintiff, acting as a private attorney general,
26 also seeks public injunctive relief to protect the general public from Uber’s conduct.

27 145. Uber’s false advertising and manipulative tactics are ongoing and will continue to
28 harm the public absent a permanent public injunction. Accordingly, Plaintiff seeks a permanent

1 injunction to enjoin Uber from engaging in the misconduct alleged herein. Injunctive relief is
 2 appropriate because Uber continues to deceptively market its UberX and other rideshare options as
 3 providing precise pick-up times. Injunctive relief is necessary to prevent Uber from continuing to
 4 engage in unlawful conduct and to prevent future harm to Plaintiff and the class members, which
 5 cannot be achieved through available legal remedies.

6 **COUNT II**

7 **Violations of California’s False Advertising Law (“FAL”)**

8 **Cal. Business & Professional Code §§ 17500 et seq.**

9 **(By Plaintiff, individually, and on behalf of the Consumer Class)**

10 146. Plaintiff Ye incorporates by reference all allegations in this Complaint and restates
 11 them as if fully set forth herein.

12 147. The False Advertising Law, codified at Cal. Bus. & Prof. Code §§ 17500, *et seq.*,
 13 prohibits “unfair, deceptive, untrue or misleading advertising[.]” The FAL prohibits not only
 14 advertising which is false but also advertising which, although true, is either actually misleading or
 15 has a capacity, likelihood, or tendency to deceive or confuse the public.

16 148. Defendant violated the FAL when it advertised and marketed rides with precise
 17 arrival times and/or as “Faster” through the unfair, deceptive, and misleading representations and
 18 omissions disseminated to the public, all of which communicated that paying more for a rideshare
 19 would mean a pick-up by a certain time. Many riders who pay for a rider advertised with a precise
 20 pickup time or as “Faster” are not picked up by the advertised time, leaving them waiting longer
 21 than expected even after paying a premium. In short, Uber often cannot deliver the advertised
 22 benefits of the service, which include a purportedly certain pickup time and a faster pickup time
 23 than several of Uber’s options, including Wait & Save or Share.

24 149. Plaintiff Ye and the class members reasonably relied on Uber’s representations and
 25 omissions. These representations and omissions were material because a reasonable consumer
 26 would consider the time of pickup an important factor in deciding whether to purchase a ride. The
 27 representations and omissions were also a substantial factor in Plaintiff’s and class members’
 28 decisions to pay for a ride advertised with a precise pickup time or as a “Faster” option.

150. As a direct and proximate result of Uber’s violations of the FAL, Plaintiff Ye and

1 the class members have all suffered injury in fact and have lost money. Plaintiff and the class
2 members paid an unwarranted premium for rides and/or were denied the benefit of their bargain.

3 151. Absent Uber’s misrepresentations and omissions, Plaintiff Ye and the class members
4 would not have purchased their rides or would have paid substantially less for it.

5 152. Plaintiff Ye seeks relief for violations of the FAL in the form of restitution, and/or
6 disgorgement of ill-gotten gains to compensate and make whole herself and the class members.
7 Restitution is appropriate because it is more certain, prompt, and efficient as compared to damages.
8 Further, to obtain a full refund through damages, Plaintiff would have to show that rides have no
9 market value, whereas that showing is not required for restitution.

10 153. **Permanent public injunctive relief.** Plaintiff, acting as a private attorney general,
11 also seeks public injunctive relief to protect the general public from Uber’s conduct.

12 154. Uber’s false advertising and manipulative tactics are ongoing and will continue to
13 harm the public absent a permanent public injunction. Accordingly, Plaintiff seeks a permanent
14 injunction to enjoin Uber from engaging in the misconduct alleged herein. Injunctive relief is
15 appropriate because Uber continues to deceptively market rides with certain pick-up time or as a
16 “Faster” option. Injunctive relief is necessary to prevent Uber from continuing to engage in unlawful
17 conduct and to prevent future harm to Plaintiff and the class members which cannot be achieved
18 through available legal remedies.

19 **COUNT III**

20 **Violations of the California Consumers Legal Remedies Act (“CLRA”)**

21 **Cal. Civ. Code. §§1750 et seq.**

22 **(By Plaintiff, individually and on behalf of the Consumer Class)**

23 155. Plaintiff incorporates by reference all allegations in this Complaint and restates them
24 as if fully set forth here.

25 156. Plaintiff and the other class members are consumers within the meaning of Cal. Civ.
26 Code § 1761(d) and have engaged in a transaction within the meaning of Cal. Civ. Code §§ 1761(e)
27 and 1770.

28 157. Uber is a “person” within the meaning of Cal. Civ. Code §§ 1761(c) and 1770 and
sells “goods or services” within the meaning of Cal. Civ. Code §§ 1761(b) and 1770.



1 158. Uber and its Products are a “good” or “service” within the meaning of Cal. Civ.
2 Code. §§ 1761(a) and (b).

3 159. Uber has violated § 1770(a)(5) by representing that the Product had characteristics
4 it did not have. Uber advertises many of its rides as arriving at a specific pickup time or as “Faste”
5 than other options, but, as Uber knows, these precise times are mere estimates. Therefore, despite
6 being advertised as such, UberX times cannot be reliably predicted.

7 160. Uber has violated § 1770(a)(7) by misrepresenting that the Product is of a particular
8 standard, quality, or grade. Uber markets many of its rides, such as UberX, as providing a fast pickup
9 within a certain amount of time. However, in many instances, those rides do not arrive in the
10 advertised window, sometimes arriving as slowly as Standard or Wait & Save rides or, in some
11 cases, even slower. Thus, those rides are not of the premium standard, quality, or grade of which it
12 is advertised; it is advertised with a certain, dependable pickup time when, in fact, pickup times are
13 inherently unpredictable; pickup times are also slower than advertised, and sometimes the same
14 quality—or worse—than supposedly subpar pickup options, namely Standard or Wait & Save.

15 161. Uber has violated § 1770(a)(9) by advertising the Products with an intent not to sell
16 them as advertised. Uber advertises many of its rides, such as UberX, as arriving at a specific pickup
17 time, but, as Uber acknowledges, that these precise pickup times are no more than mere estimates.
18 Therefore, despite being advertised as such, precise arrival times are not reliable. Uber also
19 advertises certain rides, such as UberX, as arriving faster than its other options but, as Uber is aware,
20 these rides can arrive as slowly, or slower, than its other options. Therefore, despite being advertised
21 as such, these “Faster” rides are not always faster.

22 162. Plaintiff and the other class members suffered actual damages as a direct and
23 proximate result of Uber’s violation of the CLRA for conduct alleged herein.

24 163. Plaintiff and the class members demand judgment against Uber for injunctive relief
25 and attorney’s fees.

26 164. **Permanent public injunctive relief.** Plaintiff, acting as a private attorney general,
27 seeks public injunctive relief to protect the general public from Uber’s conduct.

28 165. Uber’s false advertising and manipulative tactics are ongoing and will continue to



1 harm the public absent a permanent public injunction. Accordingly, Plaintiff seeks a permanent
2 injunction to enjoin Uber from engaging in the misconduct alleged herein. Injunctive relief is
3 appropriate because Uber continues to deceptively market many of its rides with certain pick-up
4 times. Injunctive relief is necessary to prevent Uber from continuing to engage in unlawful conduct
5 and to prevent future harm to Plaintiff and the class members, which cannot be achieved through
6 available legal remedies.

7 **COUNT IV**
8 **Unjust Enrichment**
9 **(By Plaintiff, individually, and on behalf of the Consumer Class)**

10 166. Plaintiff incorporates by reference all allegations in this Complaint and restates them
11 as if fully set forth herein.

12 167. Uber misrepresented that by paying for a ride with a precise pickup time and/or
13 advertised as “Faster,” Plaintiff and the class members would receive pickup by a certain time.
14 When Uber picked up users later than advertised, Uber retained the price premium.

15 168. Plaintiff and the class members spent significant amounts of money on premium
16 Priority Pickup fees that they were deceived and manipulated into purchasing by Uber’s dark
17 patterns and misleading advertising.

18 169. Plaintiff and the class members lack an adequate remedy at law.

19 170. It would be unfair for Uber to keep the money spent without compensating Plaintiff
20 and the class members.

21 **COUNT V**
22 **Fraud**
23 **(By Plaintiff, individually, and on behalf of the Consumer Class)**

24 171. Plaintiff incorporates by reference all allegations in this Complaint and restates them
25 as if fully set forth herein.

26 172. Uber, through its app, represents to consumers that it can predict, reliably and
27 accurately, when rides will arrive. Uber does so by presenting certain rides with precise arrival times
28 (*e.g.*, “3 min”) and other arrival times with a range (*e.g.*, “4-13 min”). Uber also advertises certain
ride options as “Faster” than others.

173. In fact, Uber cannot predict any arrival times with accuracy and even its precise



1 arrival times are merely estimates. For that reason, Uber cannot predict whether a given ride is or
 2 will be “Faster” than another, despite choosing to advertise some rides in this way.

3 174. Uber makes the foregoing representations and omissions intending to deceive Ms.
 4 Ye and class members into purchasing rides advertised as “Faster” and/or with precise arrival times.

5 175. When Uber advertises certain rides with precise arrival times and/or as “Faster,” it
 6 knows those representations are false and misleading. Uber knows and knew that it cannot provide
 7 consumers with precise, accurate arrival times, nor can it say which ride will be “Faster” to arrive.

8 176. Misrepresentations and omissions regarding arrival times and arrival speed are
 9 material because a reasonable consumer would consider the time and speed of pickup important
 10 factors when deciding whether to pay more for an Uber ride, and were, in fact, a substantial factor
 11 in Ms. Ye’s decision—and the decisions of class members—to purchase an UberX ride.

12 177. Uber’s fraudulent misrepresentations and omissions directly and proximately caused
 13 injury in fact and actual damage to Ms. Ye and class members. Absent these misrepresentations,
 14 Ms. Ye and class members would not have paid for rides advertised with precise arrival times or
 15 would have paid substantially less for them.

16 178. Ms. Ye seeks actual, compensatory, and punitive damages in an amount to be proved
 17 at trial on behalf of herself and class members.

18 **COUNT VI**

19 **For Declaratory Judgment or Relief**
 20 **Cal. Civ. Code § 1060, *et seq.***

21 **(By Plaintiff, individually, and on behalf of the Terms Class)**

22 179. Plaintiff incorporates by reference all allegations in this Complaint and restates them
 23 as if fully set forth herein.

24 180. Under California law, “[a]ny person interested under a written instrument...or under
 25 a contract, or who desires a declaration of his or her rights or duties with respect to another...may,
 26 in cases of an actual controversy relating to the legal rights and duties of the respective parties,”
 27 may maintain a complaint or cross complaint “for a declaration of his or her rights and duties.”
 28 Furthermore, he or she “may ask for a declaration of rights or duties, either alone, or with other
 relief, and the court may make a binding declaration of these rights or duties, whether or not further

1 relief is or could be claimed at the time.” Cal. Civ. Code § 1060.

2 181. As described above, Uber’s Terms contain an arbitration clause that is substantively
3 and procedurally unconscionable under California law. This renders the arbitration clause contained
4 within the Terms unenforceable against Plaintiff Ye and all members of the putative User Class.

5 182. An actual controversy of sufficient immediacy exists between the Plaintiff Ye and
6 the putative User Class, on the one hand, and Uber concerning their respective rights and duties
7 under the Terms. Plaintiff Ye contends that the arbitration clause contained within the Terms is void
8 and unenforceable. Uber contends and acts as if the arbitration clause has legal force.

9 183. Plaintiff Ye seeks a judicial determination of rights and duties and a declaration or
10 judgement that the arbitration clause contained in the Terms are void and unenforceable against her
11 or against any members of the putative User Class.

12 184. A judicial declaration would advise Plaintiff Ye and other Uber users of their rights
13 and would advise Uber of its duties to Plaintiff Ye and other users regarding the resolution of
14 disputes, specifically whether disputes could proceed in court or, alternatively, would have to go
15 through the arbitration process described in Uber’s Terms.

16 185. Such a declaration would not only benefit Plaintiff Ye and the class members, but
17 would also inure for the benefit of the public at large. The Ninth Circuit has specifically held than
18 an unconscionable arbitration clause is “contrary to” California’s “fundamental policy” against
19 enforcing such agreements. *E.g., Hoffman v. Citibank (South Dakota), N.A.*, 546 F.3d 1078, 1083
20 (9th Cir. 2008) (per curiam); *Douglas v. U.S. Dist. Court for Cent. Dist. of Cal.*, 495 F.3d 1062,
21 1067 (9th Cir. 2007) (per curiam). Moreover, Uber’s Terms violate California’s public policy
22 against allowing corporate actors to unilaterally impose exculpatory clauses into contracts of
23 adhesion, *Discover Bank v. Superior Court*, 36 Cal.4th 148, 161 (2005) and, more broadly, violates
24 “California’s strong public policy to protect consumers against unfair and deceptive business
25 practices,” *see Doe 1 v. AOL LLC*, 552 F.3d 1077, 1084 (9th Cir. 2009), by insulating Uber from
26 consumer claims based on unfair practices, like those alleged here. *See also McGill v. Citibank,*
27 *N.A.*, 393 Cal.5th 945, 952 (2017) (articulating California’s public policy against impediments to
28 consumers’ right to seek public injunctive relief under state law).

COUNT VII
For Declaratory Judgement or Relief
Federal Declaratory Judgment Act 28 U.S.C. §§ 2201-2202
(By Plaintiff, individually and on behalf of the Terms Class)

186. Plaintiff incorporates by reference all allegations in this Complaint and restates them as if fully set forth herein.

187. Under federal law, “[i]n a case of actual controversy within its jurisdiction, ... any court of the United States ... may declare the rights and other legal relations of any interested party seeking such declaration, whether or not further relief is or could be sought. Any such declaration shall have the force and effect of a final judgment and shall be reviewable as such.” 28 U.S.C. § 2201; *see also* Fed. R. Civ. P. 57.

188. An actual controversy of sufficient immediacy exists between the Plaintiff Ye and the putative User Class, on the one hand, and Uber concerning their respective rights and duties under the Terms. Plaintiff Ye contends that the arbitration clause contained within the Terms is void and unenforceable. Uber contends and acts as if the arbitration clause has legal force.

189. Plaintiff Ye seeks a judicial determination of rights and duties and a declaration or judgement that the arbitration clause contained in the Terms are void and unenforceable against her or against any members of the putative User Class.

190. A judicial declaration would advise Plaintiff Ye and other Uber users of their rights and would advise Uber of its duties to Plaintiff Ye and other users regarding the resolution of disputes, specifically whether disputes could proceed in court or, alternatively, would have to go through the arbitration process described in Uber’s Terms.

191. Such a declaration would not only benefit Plaintiff Ye and the class members, but also would inure for the benefit of the public at large. Such a declaration would not solely benefit of Plaintiff Ye and members of the putative User Class but would inure for the benefit of the public at large. The Ninth Circuit has specifically held than an unconscionable arbitration clause is “contrary to” California’s “fundamental policy” against enforcing such agreements. *E.g., Hoffman v. Citibank (South Dakota), N.A.*, 546 F.3d 1078, 1083 (9th Cir. 2008) (per curiam); *Douglas v. U.S. Dist. Court for Cent. Dist. of Cal.*, 495 F.3d 1062, 1067 (9th Cir. 2007) (per curiam). Moreover,

1 Uber’s Terms violate California’s public policy against allowing corporate actors to unilaterally
2 impose exculpatory clauses into contracts of adhesion, *Discover Bank v. Superior Court*, 36 Cal.4th
3 148, 161 (2005) and, more broadly, violates “California’s strong public policy to protect consumers
4 against unfair and deceptive business practices,” *see Doe 1 v. AOL LLC*, 552 F.3d 1077, 1084 (9th
5 Cir. 2009), by insulating Uber from consumer claims based on unfair practices, like those alleged
6 here. *See also McGill v. Citibank, N.A.*, 393 Cal.5th 945, 952 (2017) (articulating California’s public
7 policy against impediments to consumers’ right to seek public injunctive relief under state law).

8 **PRAYER FOR RELIEF**

9 WHEREFORE, Plaintiff demands judgment on behalf of herself and the class members as
10 follows:

- 11 A. certifying the Classes pursuant to Rule 23 of the Federal Rules of Civil Procedure,
- 12 appointing Plaintiff as representatives of the Classes, and designating Plaintiff
- 13 counsel as Class Counsel;
- 14 B. awarding Plaintiff and the Consumer Class compensatory damages and actual
- 15 damages to be determine by proof;
- 16 C. awarding Plaintiff and the Consumer Class restitution;
- 17 D. awarding Plaintiff and the Consumer Class punitive damages;
- 18 E. for injunctive relief on behalf of Plaintiff and the Classes, as well as on behalf of the
- 19 public;
- 20 F. for declaratory and equitable relief, including a declaration that Uber violated and
- 21 has continued to violate, California’s UCL, FAL, and CLRA, as well as the common
- 22 law of unjust enrichment and fraud, and an injunction requiring Uber to comport
- 23 with these state statutes, and for restitution and disgorgement;
- 24 G. for further declaratory and equitable relief, including a declaration that the arbitration
- 25 clause contained in Uber’s Terms is void and unenforceable against Plaintiff and all
- 26 members of the putative Terms Class, and an injunction forbidding Uber from
- 27 enforcing the arbitration clause against any member of the putative Terms Class;
- 28 H. awarding Plaintiff and the Class the costs of prosecuting this action;

- I. awarding Plaintiff and the Class reasonable attorneys’ fees and costs, as allowable by law;
- J. awarding pre-judgment and post-judgment interest; and
- K. granting any other relief as this Court may deem just and proper.

JURY TRIAL DEMANDED

Plaintiff demands a trial by jury for all claims so triable.

Respectfully submitted,

DATED: February 27, 2026

By: /s/ Raphael Janove
Raphael Janove

JANOVE PLLC
Raphael Janove (SBN 361193)
raphael@janove.law
500 7th Avenue, 8th Fl.
New York, NY 10018
Telephone: (646) 347-3940

Attorney for Plaintiff and the Proposed Classes

1617 John F. Kennedy Blvd., 20th Fl.
Philadelphia, PA 19103

500 7th Ave., 8th Fl.
New York, NY 10018

979 Osos St., Ste. A5
San Luis Obispo, CA 93401



I, Lucy Ye, declare:

1. I am a Plaintiff in this action. If called upon to testify, I could and would competently testify to the matters contained herein based upon my personal knowledge.
2. I submit this Declaration pursuant to California Code of Civil Procedure § 2015.5 and California Civil Code § 1780(d).
3. I reside in the state of California. As set forth in my complaint, I purchased rideshare services from Defendant Uber, specifically UberX rides, through their mobile app.
4. Because Uber is headquartered in San Francisco, the Northern District of California is the proper place for the trial of this action.

I declare under penalty of perjury under the laws of California that the foregoing is true and correct.

02/27/26

Date


Lucy Ye Feb 27, 2026 12:34:21 PST

Lucy Ye