

C A N A D A

PROVINCE OF QUÉBEC
DISTRICT OF MONTREAL

NO: 500-06-001224-233

(Class Action)
SUPERIOR COURT

VALERIE [REDACTED]
[REDACTED]

Representative Plaintiff

v.

UBER TECHNOLOGIES INC., legal person
having its head office at 1515 3rd Street
San Francisco, California, 94158, U.S.A.

and

UBER RASIER CANADA INC., legal person
66 Wellington Street West, Suite 5300, TD
Bank Tower, Toronto, Ontario, M5K 1E6

and

UBER PORTIER CANADA INC., legal person
66 Wellington Street West, Suite 5300, TD
Bank Tower, Toronto, Ontario, M5K 1E6

and

UBER CASTOR CANADA INC., legal person
66 Wellington Street West, Suite 5300, TD
Bank Tower, Toronto, Ontario, M5K 1E6

Defendants

ORIGINATING APPLICATION
(Articles 141 and 583 C.C.P.)

THE REPRESENTATIVE PLAINTIFF RESPECTFULLY STATES THE FOLLOWING:

I. INTRODUCTION

1. The present class action seeks to obtain compensatory and punitive damages from

the Defendants Uber Technologies Inc., Uber Rasier Canada Inc., Uber Portier Canada Inc., and Uber Castor Canada Inc. (collectively referred to herein as “**Defendants**” or “**Uber**”) for violating sections 12, 13, 215, 219 and 228 of Quebec’s *Consumer Protection Act* (“**CPA**”) by charging a fixed amount for cancellation of an Uber Ride or Uber Eats order, or charging an amount that was not precisely indicated in the contract. It also seeks injunctive relief to cease Uber’s illegal practices in Quebec;

2. By judgment rendered on February 13, 2025, the Superior Court of Quebec granted the status of Representative Plaintiff to Valerie Ohayon (hereinafter the “**Representative Plaintiff**”) and authorized her to bring a class action on behalf of the persons forming part of the group hereinafter described, namely:

All persons in Quebec who, from September 6, 2019, after cancelling their Uber Ride or Uber Eats (or after Uber initiated the cancellation) were charged any amounts by Uber that were not precisely indicated in the contract;	Toutes les personnes au Québec qui, à compter du 6 septembre 2019, après avoir annulé leur Course Uber ou leur commande Uber Eats (ou après qu’Uber ait procédé à l’annulation), se sont vu facturer par Uber des montants qui n’étaient pas précisément indiqués dans le contrat;
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(hereinafter the “**Class Members**”);

3. The Court authorized the Representative Plaintiff to institute a class action in damages and injunctive relief, and identified the principal questions of fact or law to be dealt with collectively in this class action as follows:

a) By charging a cancellation fee, does Uber violate Title I of the CPA (ss. 12 or 13), and, if so, are Class members entitled to a refund, compensatory or punitive damages pursuant to s. 272 CPA?	a) En facturant des frais d’annulation, Uber enfreint-elle le titre I de la LPC (articles 12 ou 13) et, dans l’affirmative, les membres du groupe ont-ils droit à un remboursement, à des dommages compensatoires ou punitifs en vertu de l’article 272 LPC ?
b) By charging a cancellation fee, does Uber violate Title II of the CPA (ss. 215, 219 and 228), and, if so, are Class members entitled to a refund, compensatory or punitive damages pursuant to s. 272 CPA?	b) En facturant des frais d’annulation, Uber enfreint-elle le titre II de la LPC (articles 215, 219 et 228) et, dans l’affirmative, les membres du groupe ont-ils droit à un remboursement, à des dommages compensatoires ou punitifs en vertu de l’article 272 LPC ?
c) Should an injunctive remedy be ordered to prohibit Uber from continuing to perpetrate its unfair, false, misleading,	c) Une mesure injonctive devrait-elle être ordonnée afin d’interdire à Uber de continuer à se livrer à des pratiques

and/or deceptive conduct, as well as its concealment of important facts?	déloyales, fausses et trompeuses, ainsi qu'à dissimuler des faits importants ?
d) Did Uber act in bad faith?	d) Uber a-t-elle agi de mauvaise foi ?

II. THE PARTIES

4. The Representative Plaintiff is a consumer within the meaning of CPA;
5. The Defendant Uber Technologies Inc. is a multinational technology company, headquartered in San Francisco, California, that operates a digital platform facilitating transportation and delivery services;
6. In Canada, Uber's activities are carried out by Uber Technologies Inc. and through its affiliated entities, including Defendants Uber Rasier Canada Inc., Uber Portier Canada Inc., and Uber Castor Canada Inc.;
7. Uber does business in the province of Quebec, offering its digital intermediation services to consumers through a platform that enables users to request transportation and delivery services provided by third-party providers;
8. The Defendants are therefore merchants within the meaning of the CPA and their activities are governed by this legislation, among others;
9. The Representative Plaintiff uses Uber's digital platforms for its "Ride," "Uber Eats," and "Delivery" services. Copies of Uber's Terms and Conditions, in both English and French, applicable to these services are communicated *en liasse* as **Exhibit P-1**;
10. At the time, the Representative Plaintiff shared her Uber account with her son who was then a minor, who also uses these services. The Representative Plaintiff's credit card was linked to the account, and she was the person who pays for the Uber services. Accordingly, the contract, within the meaning of article 2 of the CPA, was between the Representative Plaintiff and Uber;

III. THE PERSONAL EXPERIENCE OF THE REPRESENTATIVE PLAINTIFF

11. On November 26, 2022, at **7:26 p.m.**, the Representative Plaintiff's son ordered an Uber ride, which he canceled a few minutes later, at **7:29 p.m.**, without ever entering the vehicle or meeting the driver, as evidenced by the email confirmation and Uber receipt communicated *en liasse* as **Exhibit P-2**;
12. Despite the cancellation and the fact that no transportation service was provided, Uber charged the Representative Plaintiff's credit card an amount of \$5.75, as appears from Exhibit P-2;
13. In practical terms, this is akin to ordering a taxi, changing one's mind before boarding,

and being required to pay a fixed fee or penalty of \$5.75 for **not** using the service;

14. This cancellation fee charged by Uber is unlawful for three (3) reasons;
15. First, Uber systematically charged a fixed amount of \$5.75 (which has since been increased to \$6.90 following the initial filing of this action) as a cancellation fee for Uber Rides. This practice constitutes the imposition of a fixed charge, contrary to section 13, paragraph 1 of the CPA, which stipulates:

13. Any stipulation requiring the consumer, upon the non-performance of his obligation, to pay a stipulated fixed amount or percentage of charges, penalties or damages, other than the interest accrued, is prohibited.	13. Est interdite la stipulation qui impose au consommateur, dans le cas de l'inexécution de son obligation, le paiement de frais, de pénalités ou de dommages, dont le montant ou le pourcentage est fixé à l'avance dans le contrat, autres que l'intérêt couru.
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16. Second, Uber's Terms and Conditions (Exhibit P-1) fail to specify the amount of the applicable cancellation fee, thereby violating section 12 CPA, which requires that any charge or cost be clearly indicated in the contract:

12. No costs may be claimed from a consumer unless the amount thereof is precisely indicated in the contract.	12. Aucuns frais ne peuvent être réclamés d'un consommateur, à moins que le contrat n'en mentionne de façon précise le montant.
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17. Third, as show in Exhibit P-1, Uber's own Terms and Conditions contain misleading language. As appears from the following excerpt, Uber indicates that it "*may*" charge a cancellation fee:

You may elect to cancel your request for transportation services from a Third Party Provider at any time prior to such Third Party Provider's arrival, in which case you may be charged a cancellation fee.	Vous pouvez choisir d'annuler votre demande de services de transport d'un Fournisseur tiers à tout moment avant l'arrivée du Fournisseur tiers, auquel cas des frais d'annulation peuvent vous être facturés.
(Exhibit P-1, our emphasis added)	(Exhibit P-1, notre emphase ajoutée)

18. In contrast, in its email confirmation to the Representative Plaintiff (Exhibit P-2), Uber expressly states the following policy: "*To compensate drivers for the inconvenience, a **fee is charged** if you cancel a request 2 minutes after a driver accepts your ride. If you need to cancel a ride request, do so before the grace period to avoid a fee*";
19. The statement contained in Uber's Terms and Conditions (as reproduced above) is therefore false and misleading within the meaning of sections 215, 219, and 228 of the CPA, as consumers are not merely subject to the *possibility* of being charged a

cancellation fee; they are, in practice, systematically charged the same fixed cancellation fee in those Uber Ride situations;

20. Moreover, Uber never expressly discloses the amount of the cancellation fee, either in its contract or on its website. For instance, in the “Help” section of its website, Uber reiterates variations of the same misleading statements and, notably, adds that a fee may also be charged even when the driver cancels the ride, as appears from excerpts of the webpages communicated *en liasse* as **Exhibit P-3**;
21. It is further worth noting that when Uber itself cancels a ride or delivery, it does not incur any cancellation penalty or otherwise compensate its customers, thereby underscoring the asymmetric and unfair nature of the impugned cancellation charge;
22. The Representative Plaintiff’s damages are the direct result of the Defendants’ contraventions of the CPA and the unlawful practices described herein;
23. As such, pursuant to section 272 CPA, the Representative Plaintiff is entitled to claim, on her own behalf and on behalf of all Class Members, damages or a refund of the aggregate of the cancellation fees unlawfully charged by Uber since the beginning of the Class Period (\$5.75 and more);
24. The Representative Plaintiff is also entitled to claim punitive damages from Uber, on behalf of all Class Members, in the amount of **\$10 million** collectively, given that Uber is fully aware of its obligations under the CPA and has previously been sanctioned in other jurisdictions for this same practice, in violation of consumer protection legislation. Moreover, Uber continues to perpetuate the illegal conduct since this action was initially filed in 2023 and even after the authorization judgment was rendered on February 13, 2025;
25. For instance, in 2022, Australian authorities imposed a fine of \$21 million on Uber for similar unlawful conduct, as appears from the article dated December 7, 2022, entitled “*Uber fined \$21 million over false cancellation fee message, inflated taxi prices*,” communicated as **Exhibit P-4**;
26. On that same date, December 7, 2022, Uber in Australia publicly acknowledged its misleading cancellation practices by publishing the following statement on its official website (<https://www.uber.com/en-AU/newsroom/uber-accs-settlement-finalised/>), as evidenced by an excerpt of the ‘newsroom’ webpage produced as **Exhibit P-5**:

“We apologise to our riders for the mistakes we made, and we have since proactively made changes to our platform based on the concerns raised with us. This includes discontinuing the UberTAXI option in 2020 and **changing our cancellation messaging to make it clear exactly when cancellation charges will or will not apply**, so that riders always have certainty”.
27. The foregoing statement nonetheless constitutes an admission by Uber that its

contractual terms and conditions were misleading. Yet, Uber continues to carry on operations in Quebec in flagrant disregard of its own declarations and of the CPA, a statute of public order;

28. Furthermore, since the initial filing of this action on February 21, 2023, Uber has not only refused to amend its contractual documents to disclose the applicable cancellation fee (Exhibit P-1), but has in fact increased their fee from \$5.75 to \$6.90 – an amount that continues to be systematically charged each time a Class Member cancels an Uber Ride beyond Uber’s “grace period”;
29. Uber’s conduct demonstrates a reckless disregard for consumers’ rights and constitutes gross negligence, if not deliberate and intentional wrongdoing. Such conduct, committed in full awareness of Quebec’s consumer protection framework, clearly justifies an award of punitive damages pursuant to section 272 CPA, as it reflects a deliberate and recurrent pattern of misconduct warranting condemnation;
30. It is also worth noting that Defendant Uber Technologies Inc., is a publicly traded company (NYSE: UBER) with a market capitalization of approximately \$175 billion USD, and that its patrimonial situation is therefore significant;
31. Given the Defendants’ considerable financial capacity, the quantum of punitive damages - \$10 million - must be sufficient to achieve the punitive and deterrent effects contemplated by article 1621 C.C.Q., and as outlined by the Supreme Court of Canada in *Time*;
32. Lastly, in addition to her claims for both compensatory and punitive damages, the Representative Plaintiff is entitled to seek injunctive relief ordering Uber to immediately cease the prohibited practice described herein, in order to prevent further harm to consumers and ensure compliance with the CPA;

IV. THE DEFENDANTS’ LIABILITY

33. Uber must be held accountable for their breaches of the legal obligations imposed upon them by law, including those arising under sections 12, 13, 215, 219 and 228 CPA, thereby rendering section 272 CPA applicable;
34. By systematically imposing cancellation fees on consumers who cancel a ride or delivery, Uber contravenes section 13 CPA, which expressly prohibits any stipulation requiring the consumer, upon the non-performance of an obligation, to pay a fixed amount or percentage of charges, penalties, or damages, other than accrued interest. The cancellation fee constitutes precisely such a penalty clause, imposed automatically and without lawful contractual basis;
35. Furthermore, Uber has breached their statutory duties of information and honesty under sections 12, 215, 219 and 228 CPA, by failing to disclose clearly and accurately the existence, amount, and applicable conditions of these cancellation fees, thereby

misleading consumers as to their true contractual rights and obligations;

36. This recurrent and deliberate practice demonstrates a disregard for the public order protections afforded by the CPA and has caused financial prejudice to Quebec consumers who were wrongfully charged such fees;
37. During the Class Period, the Representative Plaintiff estimates that the Defendants have unlawfully charged Quebec consumers aggregate amounts in the millions of dollars (and possibly more), all while knowingly contravening the provisions CPA;
38. Accordingly, the Defendants are solidarily liable, pursuant to section 272 CPA, for the damages suffered by the Class Members as a result of these unlawful practices;
39. The Representative Plaintiff is therefore justified in seeking that the Defendants be condemned, solidarily, to pay to the Representative Plaintiff and the Class Members:
 - (i) compensatory damages, or alternatively, a refund, in an amount to be determined collectively, equal to the aggregate amount of the cancellation fees unlawfully charged by Uber for its “ride” service, “Uber Eats” service and its “delivery” service;
 - (ii) punitive damages of **\$10 million** to be distributed collectively to the Class Members; and
 - (iii) injunctive relief ordering Uber to cease the prohibited practice.

V. THE PERSONAL CLAIMS OF EACH OF THE CLASS MEMBERS

40. The claims of the Representative Plaintiff and the Members of the Class are founded upon similar facts and arise from the same unlawful practices;
41. The situation is identical or, at the very least, substantially similar for all Class Members who were systematically charged cancellation fees by Uber under comparable circumstances - namely, in connection with its “Ride,” “Uber Eats,” and “Delivery” services - and pursuant to the same contractual terms since the beginning of the Class Period;
42. By reason of the Defendants’ unlawful conduct and practices, the Representative Plaintiff and the Class Members have suffered damages directly attributable to such conduct, which they are collectively justified in claiming from the Defendants as alleged herein;

FOR THESE REASONS, MAY IT PLEASE THE COURT:

1. ACCUEILLIR l'action collective de la demanderesse contre les défenderesses;	GRANT the Representative Plaintiff’s action against Defendants;
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<p>2. ORDONNER aux défenderesses de cesser : (a) de réclamer des frais pour l'annulation d'une course Uber qui ne sont pas précisément indiqués dans le contrat; et (b) de facturer un montant fixé à l'avance (c'est-à-dire le prix total de la commande) pour les commandes passées sur Uber Eats et pour l'annulation d'une Course Uber;</p>	<p>ORDER the Defendants to cease: (a) claiming costs for cancelling an Uber Ride that are not precisely indicated in the contract; and (b) charging a stipulated fixed amount (i.e. the total price of the order) for orders placed on Uber Eats and for cancelling an Uber Ride;</p>
<p>3. CONDAMNER les défenderesses, solidairement, à verser aux membres du groupe un montant à déterminer à titre de dommages compensatoires (sous forme de remboursement du montant total des frais d'annulation illégalement facturés par Uber pour son service de « course », son service « Uber Eats » et son « service de livraison ») et ORDONNER le recouvrement collectif de ces sommes;</p>	<p>CONDEMN the Defendants, solidarily, to pay to the members of the Class an amount to be determined in compensatory damages (by way of refunds in the aggregate amount of the cancellation fees unlawfully charged by Uber for its “ride” service, “Uber Eats” service and its “delivery service”), and ORDER collective recovery of these sums;</p>
<p>4. CONDAMNER les défenderesses, solidairement, à verser aux membres du groupe 10 millions \$ à titre de dommages punitifs, et ORDONNER le recouvrement collectif de cette somme;</p>	<p>CONDEMN the Defendants, solidarily, to pay to the members of the Class \$10 million in punitive damages, and ORDER collective recovery of this sum;</p>
<p>5. CONDAMNER les défenderesses, solidairement, à payer les intérêts et l'indemnité additionnelle à compter de la date de signification de la <i>Demande en autorisation d'exercer une action collective</i>;</p>	<p>CONDEMN the Defendants, solidarily, to pay interest and the additional indemnity on the above sums according to law from the date of service of the <i>Application to Authorize the Bringing of a Class Action</i>;</p>
<p>6. ORDONNER aux défenderesses, solidairement, de déposer au greffe de cette Cour la totalité des sommes faisant partie du recouvrement collectif, avec intérêts et frais;</p>	<p>ORDER the Defendants, solidarily, to deposit in the office of this Court the totality of the sums which forms part of the collective recovery, with interest and costs;</p>
<p>7. ORDONNER que les réclamations des membres individuels du groupe fassent l'objet d'une liquidation collective si la preuve le permet et, à défaut, d'une liquidation individuelle;</p>	<p>ORDER that the claims of individual Class members be the object of collective liquidation if the proof permits and alternately, by individual liquidation;</p>
<p>8. CONDAMNER solidairement les défenderesses à supporter les frais de la présente action, y compris les frais d'avis,</p>	<p>CONDEMN the Defendants, solidarily, to bear the costs of the present action including the cost of notices, the cost of</p>

les frais de gestion des réclamations et les frais d'experts, le cas échéant, y compris les frais d'experts nécessaires à l'établissement du montant des ordonnances de recouvrement collectif;	management of claims and the costs of experts, if any, including the costs of experts required to establish the amount of the collective recovery orders;
9. LE TOUT avec frais de justice.	THE WHOLE with costs.

Montreal, January 22, 2026

Montreal, January 22, 2026

(s) Renno Vathilakis Inc.

RENNO VATHILAKIS INC.

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SUMMONS
(ARTICLES 145 AND FOLLOWING C.C.P.)

Filing of a judicial application

Take notice that the Representative Plaintiff has filed this Originating Application in the office of the Superior Court in the judicial district of **Montreal**.

Defendant's answer

You must answer the application in writing, personally or through a lawyer, at the courthouse of Montreal situated at **1, Rue Notre-Dame E, Montréal, Quebec, H2Y 1B6**, within 15 days of service of the Application or, if you have no domicile, residence or establishment in Québec, within 30 days. The answer must be notified to the Representative Plaintiff's lawyer or, if the Representative Plaintiff is not represented, to the Representative Plaintiff.

Failure to answer

If you fail to answer within the time limit of 15 or 30 days, as applicable, a default judgement may be rendered against you without further notice and you may, according to the circumstances, be required to pay the legal costs.

Content of answer

In your answer, you must state your intention to:

- negotiate a settlement;
- propose mediation to resolve the dispute;
- defend the application and, in the cases required by the Code, cooperate with the Representative Plaintiff in preparing the case protocol that is to govern the conduct of the proceeding. The protocol must be filed with the court office in the district specified above within 45 days after service of the summons or, in family matters or if you have no domicile, residence or establishment in Québec, within 3 months after service;
- propose a settlement conference.

The answer to the summons must include your contact information and, if you are represented by a lawyer, the lawyer's name and contact information.

Change of judicial district

You may ask the court to refer the originating application to the district of your domicile or residence, or of your elected domicile or the district designated by an agreement with the Representative Plaintiff.

If the application pertains to an employment contract, consumer contract or insurance contract, or to the exercise of a hypothecary right on an immovable serving as your main residence, and if you are the employee, consumer, insured person, beneficiary of the insurance contract or hypothecary debtor, you may ask for a referral to the district of your domicile or residence or the district where the immovable is situated or the loss occurred. The request must be filed with the special clerk of the district of territorial jurisdiction after it has been notified to the other parties and to the office of the court already seized of the originating application.

Transfer of application to Small Claims Division

If you qualify to act as a plaintiff under the rules governing the recovery of small claims, you may also contact the clerk of the court to request that the application be processed according to those rules. If you make this request, the plaintiff's legal costs will not exceed those prescribed for the recovery of small claims.

Calling to a case management conference

Within 20 days after the case protocol mentioned above is filed, the court may call you to a case management conference to ensure the orderly progress of the proceeding. Failing this, the protocol is presumed to be accepted.

Exhibits supporting the application

In support of the Originating Application, the Representative Plaintiff intends to use the following exhibits:

- Exhibit P-1:** *En liasse*, copies of Uber's Terms and Conditions in English and French;
- Exhibit P-2:** *En liasse*, copies of the email from Uber and receipt showing cancellation fee of \$5.75 dated November 26, 2022;
- Exhibit P-3:** *En liasse*, Uber's "help" webpages;
- Exhibit P-4:** Copy of December 7, 2022 article titled "Uber fined \$21 million over false cancellation fee message, inflated taxi prices";
- Exhibit P-5:** Copy of declaration made by Uber on its website (<https://www.uber.com/en-AU/newsroom/uber-accc-settlement-finalised/>) on December 7, 2022;

The exhibits in support of the application are available on request.

Notice of presentation of an application

If the application is an application in the course of a proceeding or an application under Book III, V, excepting an application in family matters mentioned in article 409, or VI of the Code, the establishment of a case protocol is not required; however, the application must be accompanied by a notice stating the date and time it is to be presented.

Montreal, January 22, 2026

Montreal, January 22, 2026

(s) Renno Vathilakis Inc.

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