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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO OR OAKLAND DIVISION

ASHLEY JESUS, on behalf of himself and all others similarly situated,

Plaintiff,

v.

UBER TECHNOLOGIES, INC. and UBER USA, LLC,

Defendants.

Case No.

CLASS ACTION COMPLAINT

DEMAND FOR JURY TRIAL

Plaintiff Ashley Jesus ("Plaintiff"), individually and on behalf of all others similarly situated, brings this action against Defendants Uber Technologies, Inc. and Uber USA, LLC (collectively, "Uber"). Plaintiff makes the following allegations pursuant to the investigation of his counsel and based upon information and belief, except as to allegations specifically pertaining to himself and his counsel, which are based on personal knowledge.

NATURE OF THE ACTION

1. Defendants Uber Technologies, Inc. and Uber USA, LLC advertise ride-hailing and food delivery services that consumers can book and pay for through mobile applications on their smartphone devices.

2. In connection with these services, Uber also operates a recurring billing subscription plan, Uber One. Uber offers Uber One for $9.99 per month or $96 per year.

3. Uber markets Uber One through promotional offers presented to existing Uber customers in a manner that obscures the fact that interacting with the promotion may enroll them in a paid, automatically renewing subscription. This deceptive presentation causes consumers to believe they are accepting a discount, promotional credit, or other benefit when, in fact, their interaction with the promotion results in enrollment in Uber One. Uber then charges payment methods already associated with consumers' Uber accounts.

4. Plaintiff Ashley Jesus experienced precisely this practice. On June 12, 2026, Uber emailed Mr. Jesus an offer for $20 in Uber Cash to use on his next Uber Eats order. Mr. Jesus clicked the link in the promotional email and, shortly thereafter, placed an Uber Eats order. Mr. Jesus believed that he was responding to Uber's offer of promotional Uber Cash toward an Uber Eats order; he did not understand that clicking the link or placing the order would enroll him in a paid, automatically renewing Uber One subscription.

5. The following day, June 13, 2026, Uber sent Mr. Jesus an email with the subject line, "You're officially an Uber One member!" The email told Mr. Jesus, "Ashley, you're in—start your Uber One journey!" Mr. Jesus never knowingly or affirmatively agreed to enroll in a paid, automatically renewing Uber One subscription.

6. On or about July 9, 2026, Mr. Jesus discovered that Uber had charged $9.99 to his PayPal account for an Uber One membership. Mr. Jesus sought a refund from Uber and attempted to cancel, but Uber did not provide a refund or cancel Uber One. Instead, on or about August 9, 2026, Uber charged another $9.99 to Mr. Jesus's PayPal account for Uber One. Mr. Jesus again sought a refund and cancellation, again without success.

7. Mr. Jesus's experience is not unique. Uber uses promotional offers and enrollment interfaces that obscure the fact that consumers are being signed up for a recurring paid subscription. Consumers can be enrolled without ever selecting a button clearly stating that they are joining Uber One, and Uber need not obtain new payment information because it already possesses payment credentials associated with its customers' existing Uber accounts.

8. Uber represents that consumers who purchase an Uber One membership will receive savings on rides and food deliveries and can "cancel anytime" with "no additional fees." At the same time, Uber uses deceptive enrollment practices that cause consumers to become enrolled in Uber One without understanding that they are agreeing to a paid, automatically renewing subscription, and then makes it difficult for consumers to unenroll and stop the charges.

9. As a result of these practices, consumers are charged Uber One membership fees without having knowingly agreed to purchase an automatically renewing subscription. And, as noted above, because Uber already possesses payment information associated with consumers' existing Uber accounts, consumers need not separately enter or provide payment information before Uber begins imposing recurring charges.

10. Plaintiff was misled by Uber's unfair and deceptive practices described herein. He brings this action individually and on behalf of similarly situated consumers who were enrolled in and charged for Uber One after interacting with Uber's promotional offers advertising discounts, credits, or other benefits. Based on Defendants' unlawful conduct, Plaintiff seeks damages, restitution, declaratory and injunctive relief, and reasonable attorneys' fees and costs.

JURISDICTION AND VENUE

11. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332(d)(2)(A), as amended by the Class Action Fairness Act of 2005 ("CAFA"), because this is a class action in which

the aggregate amount in controversy exceeds $5,000,000, exclusive of interest and costs, the proposed Class includes more than 100 members, and at least one member of the proposed Class is a citizen of a state different from at least one Defendant.

12. This Court has personal jurisdiction over Defendants because Uber Technologies, Inc. and Uber USA, LLC maintain their principal places of business in San Francisco, California, and are therefore subject to general personal jurisdiction in California.

13. Venue is proper in this District pursuant to 28 U.S.C. § 1391 because Defendants reside in this District and a substantial part of the events and omissions giving rise to Plaintiff's claims occurred in this District.

DIVISIONAL ASSIGNMENT

14. Assignment to the San Francisco or the Oakland Division is proper under Civil Local Rules 3-2(c) and 3-2(d) because a substantial part of the events or omissions giving rise to Plaintiff's claims occurred in San Francisco County.

PARTIES

Plaintiff

15. Plaintiff Ashley Jesus is a resident and citizen of California. At all relevant times, Mr. Jesus maintained an Uber account and used Uber's services, including Uber Eats. On June 12, 2026, while residing in California, Mr. Jesus received the Uber promotional offer that resulted in his enrollment in Uber One as described herein.

Defendants

16. Defendant Uber Technologies, Inc., is a Delaware corporation with its principal place of business in San Francisco, California. Defendant Uber Technologies, Inc., provides ride-hailing and food delivery services and transactions or has transacted business in this district and throughout the United States.

17. Defendant Uber USA, LLC is a Delaware limited liability company with its principal place of business in San Francisco, California. Together with Defendant Uber Technologies, Inc., Defendant Uber USA, LLC offers a subscription service known as Uber One and transacts or has transacted business in this district throughout the United States.

18. Both defendants are collectively referred to herein as "Uber."

FACTS COMMON TO ALL CLASS MEMBERS

19. Uber, founded in 2009, distributes mobile software applications that can be downloaded to a smartphone (the "Uber App" and the "Uber Eats App") (collectively, the "Uber Apps"). The Uber Apps connect consumers with Uber's transportation and food delivery services. Following completion of a ride or food delivery, Uber bills the consumer, deducts applicable fees, and remits a portion of the amount charged to the provider or courier.

20. On November 17, 2021, Uber announced the launch of Uber One, which Uber described as "a brand new membership program that brings together the best of Uber rides, delivery and groceries" and as a "membership program providing discounts and exclusive experiences across both rides and delivery."[1]

21. Uber offers Uber One memberships for $9.99 per month or $96 per year. Uber One subscriptions automatically renew, charging consumers on a recurring basis unless they take affirmative action to cancel. Monthly plans renew and are charged monthly, while annual plans renew and are charged annually unless cancelled.

22. Defendants' monthly and annual Uber One memberships constitute automatic renewal and/or continuous service plans or arrangements under California law.

I. Uber's Deceptive Marketing of Uber One Memberships

23. Uber markets Uber One through promotional offers directed to existing Uber customers that emphasize an immediate discount, credit, or other benefit rather than the purchase of a recurring subscription. As described below, these promotions lead consumers into enrollment in Uber One without making sufficiently clear that the consumer's interaction with the promotion will result in enrollment in a paid, automatically renewing subscription.

24. Uber's representations and enrollment practices are deceptive and misleading. Uber uses deceptive marketing to induce consumers to interact with promotional offers without

[1] Uber, *Uber Introduces Uber One: A New Membership Program Bringing Together the Best of Uber*, Uber.com, https://investor.uber.com/news-events/news/press-release-details/2021/Uber-Introduces-Uber-One-A-New-Membership-Program-Bringing-Together-the-Best-of-Uber/default.aspx#:~:text=Financials-,Uber%20Introduces%20Uber%20One:%20A%20New%20Membership%20Program%20Bringing%20Together,Service%2C%20Exclusive%20Perks%20and%20More (last visited September 30, 2026).

adequately disclosing that doing so may enroll them in a paid, automatically renewing Uber One subscription. As a result, consumers are led to believe they are simply accepting an immediate discount, promotional credit, or other benefit when, in reality, their interaction results in enrollment in Uber One. Many consumers have reported that they were signed up for Uber One without realizing they were signing up for a subscription service.

25. Then, because many consumers already have payment methods stored in their Uber accounts, Uber can begin charging them for Uber One without requiring them to separately enter payment information as part of the enrollment transaction. Consumers therefore may not encounter the ordinary payment step that would otherwise alert them that they are purchasing a recurring subscription.

26. Uber advertises Uber One through push notifications, pop-ups in the Uber App or Uber Eats App, on the checkout screen when booking a ride or delivery, on Uber's website, and by email advertising an immediate discount, credit, or other benefit associated with an Uber transaction, among other methods. The enrollment process does not require any interaction with Uber customer service representatives and is processed immediately.

27. In these promotional enrollment flows, Uber uses vague and misleading language that emphasizes the immediate promotional benefit while obscuring that accepting or interacting with the promotion may result in enrollment in a paid, automatically renewing Uber One subscription. Uber often sends push notifications to consumers' phone lock screens and displays in-app pop-ups advertising savings, such as on the consumer's next ride or delivery. For example, Defendants often present consumers using Uber Apps with a pop-up advertising inviting them to "Claim [an] offer," and promising savings on an Uber One membership, such as, "Get 50% off 1 year."

28. Consumers that "Claim [the] offer" through a pop-up advertisement would often proceed directly to a checkout screen that says, "Try Uber One," crosses out the price of $9.99, and has a big button labeled, "Try for free." Once consumers click the "Try for free" button, they are immediately enrolled in Uber One and will be charged within 4 weeks, and on a recurring basis thereafter.

29. Other consumers who are using the Uber Apps to book a ride or food delivery are presented with an advertisement to enroll in Uber One on their checkout screen. For example, a consumer attempting to book a ride in the Uber App would see a checkbox above the "Next" button on their checkout screen which tells them that if they check that box, they can save a certain dollar amount off their ride with a free trial of Uber One.

30. For example, in some instances, if the consumer clicks to "check" the box, a pop-up appears prominently telling them that they will get Uber One "Free for 4 weeks" and can "cancel without fees or penalties," above a bold button labeled "Start Saving." Once consumers click "Start Saving," they are immediately enrolled in Uber One and will be charged every month or year for a subscription. The only other choice is to "Cancel." It is not clear what tapping that button would actually cancel; because the consumer is in the process of booking a ride or delivery and has not yet enrolled in Uber One, the consumer may reasonably understand "Cancel" to refer to the underlying transaction rather than a nonexistent Uber One membership.

31. If a consumer notices the smaller text above the button (in grey text), they would see language that states, "You'll be charged $9.99 on [billing date] and every month until you cancel in the app." But this disclosure is presented less prominently than the promotional language emphasizing the immediate savings and the "Start Saving" call to action.

32. Thus, consumers can become enrolled in a paid, automatically renewing Uber One subscription without ever clicking a button labeled "Join Uber One," "Subscribe," or otherwise clearly indicating that the consumer is agreeing to purchase a recurring subscription. Consumers in the examples above never click a button labeled "Join Uber One" and do not need to affirmatively enter any billing information; Uber already has this information stored if the consumer has previously used Uber's services.

33. Further, in some instances, consumers are enrolled into Uber One memberships through Uber's partnerships with credit card companies. Consumers with certain credit cards may be signed up for Uber One memberships for free for a set number of months, then are charged automatically on a recurring basis.

34. Multiple consumers report finding Uber One charges on their payment methods despite never knowingly signing up for a paid, automatically renewing Uber One subscription, or becoming enrolled through Uber's confusing or misleading enrollment mechanisms without understanding that they were agreeing to a recurring subscription. Some examples include:

a. A consumer Reddit user stated, "I keep getting charged for uber one when I don't have it. This has been happening for months and they have no customer support. The only number I found was for their drivers. They are literally stealing my money."[2]

b. Another Reddit user complained that they noticed they were charged for an Uber One subscription despite not having used Uber for two years.[3]

c. Another consumer complained that they were repeatedly re-enrolled in Uber One, asking, "Is there a button or something that's defaulted to be selected during checkout or something or a glitch???? It's pissing me off, support is useless with getting to a person."[4]

d. Other consumers have similarly complained that "I never knowingly signed up for this and didn't even know what it is until I googled after seeing it on my credit card."[5]

II. Uber Makes it Difficult for Customers to Cancel Their Uber One Membership

35. Once consumers discover that they have been enrolled in Uber One without knowingly agreeing to purchase a recurring subscription, they must take affirmative steps to stop Uber from continuing to charge the payment methods associated with their accounts.

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[2] *See* https://www.reddit.com/r/uber/comments/1cealwf/keep_getting_charged_for_uber_one/ (last visited August 30, 2026).

[3] *See* https://www.reddit.com/r/uber/comments/1p9n19g/i_dont_use_uber_and_theyve_charged_me_for_an_uber/?solution=4689c6f12964ca784689c6f12964ca78&js_challenge=1&token=7afd7253fec22262ff1c52b1703fe9ecbf7f15654b9635c8256cd9c2b50bcbd2&jsc_orig_r= (last visited on Aug. 30, 2026).

[4] *See* https://www.reddit.com/r/uber/comments/1oh44l1/does_anyone_else_keep_getting_signed_up_for_uber/ (last visited August 30, 2026).

[5] *See* https://www.reddit.com/r/uber/comments/1r3zwgt/i_was_just_charged_999_for_uber_one_which_i_did/ (last visited August 30, 2026).

36. Uber represents that consumers can "cancel anytime." In practice, however, Uber has employed cancellation and customer-support processes that make it difficult for consumers to promptly stop recurring Uber One charges and obtain refunds of charges they did not authorize.

37. Uber does not provide consumers with a readily accessible means of obtaining assistance with unwanted Uber One charges. Consumers seeking help must navigate through the Uber Apps' "Account" and "Help" functions, select among multiple menus and screens, and ultimately attempt to communicate with Uber through its dysfunctional electronic support system.

38. Even after consumers reach Uber support, their requests for cancellation or refunds may not be promptly resolved. Consumers can therefore remain enrolled and incur additional Uber One charges after notifying Uber that they did not want or knowingly authorize the subscription.

III. Uber One's Enrollment and Subscription Practices Result in Unauthorized Charges for Consumers

39. Uber's deceptive enrollment practices are not merely confusing; they result in consumers being charged for paid Uber One subscriptions to which they did not knowingly and affirmatively consent.

40. Consumers may first discover that they have been enrolled in Uber One when a recurring membership charge appears on a credit card, debit card, PayPal account, or other payment method previously associated with their Uber account. Because Uber already possesses the consumer's payment credentials, Uber can impose these charges without requiring the consumer to separately provide payment information when purportedly enrolling in Uber One.

41. After an initial Uber One charge, consumers who do not discover or successfully stop the unwanted subscription may incur additional recurring membership charges. Consumers who discover the unwanted charges and seek assistance from Uber may nevertheless remain enrolled and be charged again while attempting to obtain cancellation or a refund.

42. Consumers are thereby deprived of money through membership charges they did not knowingly authorize. Had consumers been clearly informed that accepting or interacting with Uber's promotional offers would enroll them in a paid, automatically renewing Uber One subscription, they would not have accepted the subscription or incurred the resulting charges.

PLAINTIFF JESUS'S EXPERIENCE WITH UBER ONE

43. Plaintiff Jesus is a longtime Uber customer who maintained an Uber account before the events giving rise to this action. Uber already possessed payment information associated with Mr. Jesus's account.

44. On June 12, 2026, Uber sent Mr. Jesus an email with the subject line, "$20 Uber Cash to feed your match day cravings." The email prominently advertised that Mr. Jesus could receive up to $20 in Uber Cash in connection with his next Uber Eats order and provided an "Order now" link.

45. Mr. Jesus understood Uber's email as an offer of promotional Uber Cash toward an Uber Eats order. Mr. Jesus clicked the link in the email and, shortly thereafter, placed an Uber Eats order. He did not intend to purchase an Uber One membership and did not understand that clicking the promotional link or placing the order would enroll him in a paid, automatically renewing Uber One subscription.

46. The most prominent messaging presented to Mr. Jesus emphasized the $20 Uber Cash promotion and encouraged him to "Order now." Mr. Jesus did not understand the promotion to be an offer to purchase a paid Uber One subscription.

47. The following day, June 13, 2026, Uber sent Mr. Jesus an email with the subject line, "You're officially an Uber One member!" The email stated, "Ashley, you're in—start your Uber One journey!" By the time Uber sent this notification, Uber had already treated Mr. Jesus as having enrolled in Uber One.

48. Mr. Jesus had not knowingly or affirmatively agreed to purchase a paid, automatically renewing Uber One subscription. Nor did he intend to authorize Uber to impose recurring Uber One membership charges on the payment method associated with his existing Uber account.

49. Nonetheless, on or about July 9, 2026, Mr. Jesus discovered that Uber had charged $9.99 to his PayPal account for an Uber One membership.

50. After discovering the charge, Mr. Jesus contacted Uber and requested that Uber cancel his Uber One membership and provide a refund of the unauthorized Uber One charge. Uber did not provide Mr. Jesus with a refund and did not cancel his Uber One membership.

51. On or about August 9, 2026, despite Mr. Jesus's prior refund request, Uber charged another $9.99 to his PayPal account for Uber One.

52. Mr. Jesus again contacted Uber and that Uber cancel his Uber One membership and provide a refund. Uber again failed to refund the Uber One charge and did not cancel his Uber One membership.

53. As a result of Uber's conduct, Mr. Jesus lost money through Uber One membership charges that he did not knowingly or affirmatively authorize and for a subscription he did not intend to purchase. Had Uber clearly and conspicuously disclosed that the June 12, 2026 promotion would result in his enrollment in a paid, automatically renewing Uber One subscription, Mr. Jesus would not have enrolled in Uber One or incurred the resulting membership charges.

CALIFORNIA LAW APPLIES TO THE NATIONWIDE CLASS

54. California's substantive laws apply to every class member, regardless of where in the United States the class member resides.

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

56. Uber's United States headquarters and principal place of business are in California. Many of Uber's key executives and thousands of its employees are located in California. On information and belief, Uber also owns property and conducts substantial business in California. Therefore, the State of California has a significant interest in regulating Uber's conduct under its laws. Uber's decision to reside in California, avail itself of its laws, and to engage in the challenged conduct, which originates from and emanates out of California, renders the application of California law to the claims alleged here constitutionally permissible. Upon information and belief, California

is the state from which Uber's alleged misconduct and false statements emanated. This conduct similarly injured and affected Plaintiff and all other class members.

57. The application of California laws to the Classes is also appropriate under California's choice of law rules. California has significant contacts with the claims of Plaintiff and the proposed Classes because, inter alia, Plaintiff is a California resident, and California has a greater interest in applying its laws here than any other interested state.

PLAINTIFF AND CLASS MEMBERS' CLAIMS ARE NOT ARBITRABLE

58. Uber's U.S. Terms of Use contain a purported arbitration provision and dispute resolution procedure that Uber may contend applies to Plaintiff and members of the Class. That provision does not preclude Plaintiff from pursuing his claims in this Court because Uber's adhesive dispute resolution procedures are unconscionable and unenforceable.

59. Uber's so called arbitration procedure bears little resemblance to the bilateral, individualized, and informal arbitration contemplated by the Federal Arbitration Act. *See Heckman v. Live Nation Ent., Inc.*, 120 F.4th 670, 688 to 690 (9th Cir. 2024). Indeed, Uber's Terms do not necessarily require the parties ultimately to resolve their disputes through arbitration at all.

60. Before a consumer may initiate arbitration, Uber requires the consumer to comply with a detailed predispute resolution process, including providing notice and personally participating in an individual telephone or video conference with Uber. Uber characterizes compliance with this process as a condition precedent to arbitration and provides that an arbitration demand filed before its completion shall be dismissed.

61. Consumers who navigate these preliminary requirements may then be subjected to Uber's Mass Action procedures. The Terms broadly define a Mass Action to include certain circumstances in which 50 or more substantially similar arbitration demands are filed within 180 days, while expressly providing that the definition is not limited to those circumstances. Whether a consumer's claim becomes part of a Mass Action may therefore depend on claims filed by other consumers and circumstances outside that consumer's control.

62. Uber's Terms then force consumers to "waive" their ability to participate in any arbitration proceeding that falls within the ambiguous and expansive Mass Action definition—

which, as noted above, can be triggered by events completely outside the consumer's control. If Uber contends that a claim violates its Mass Action Waiver, the Terms provide for a separate Dispute Procedure to determine that issue and stay further arbitration proceedings while the issue is resolved. If the arbitrator or arbitration panel determines that the Mass Action Waiver has been violated, Uber may opt out of arbitration and require the consumer to pursue the claim in court.

63. Uber's Terms provide for tolling during the initial predispute resolution process, but do not provide corresponding tolling during the Dispute Procedure. Thus, Uber's procedures can delay adjudication of a consumer's claim while the applicable limitations period continues to run, after which Uber may elect to opt out of arbitration and require the consumer to begin again in court.

64. These provisions undermine the existence of an agreement "to settle by arbitration a controversy" within the meaning of 9 U.S.C. § 2. They permit Uber to require consumers to proceed through substantial arbitration related procedures while Uber retains the ability, under the circumstances described above, to decline arbitration altogether.

65. Uber's purported delegation provision does not alter this result. Although the Terms state that an arbitrator has exclusive authority to resolve disputes concerning the interpretation, applicability, enforceability, or formation of the Arbitration Agreement, including whether the Terms are unconscionable or illusory, the Terms separately provide that only a court has exclusive authority to resolve disputes concerning the Class Action Waiver and Mass Action Waiver. At the same time, the Terms elsewhere authorize an arbitrator to determine whether a claim was filed as part of a Mass Action in violation of the Mass Action Waiver.

66. These conflicting provisions do not provide clear and unmistakable evidence that the parties agreed to delegate the relevant questions of arbitrability to an arbitrator. *See In re Tesla Advanced Driver Assistance Systems Litigation*, 2023 WL 6391477, at *6 (N.D. Cal. Sept. 30, 2023).

67. Further, it is unconscionable for Uber to delegate some portions of the unconscionability analysis to an arbitrator, while carving out from that delegation the unconscionability issues that are most important to Uber. It is also unconscionable to split the unconscionability analysis into different pieces so that no decisionmaker can evaluate the

unconscionable provisions together and in context as the law requires, and no claimant can effectively or efficiently have unconscionability issues resolved in one forum.

68. Accordingly, for these and many other reasons, some of which are detailed in the operative complaints in other litigation against Uber, Uber's purported arbitration provision and dispute resolution procedures are unconscionable and unenforceable and do not require Plaintiff or members of the Class to arbitrate the claims asserted in this action.[6]

CLASS ALLEGATIONS

69. Plaintiff brings this action pursuant to Federal Rule of Civil Procedure 23 on behalf of himself and all members of the following proposed Classes, initially defined as follows:

> **Nationwide Class: All persons in the United States who, within the applicable statute of limitations period, were enrolled in and charged for an Uber One subscription after interacting with an Uber promotional offer advertising a discount, credit, or other promotional benefit**
>
> **California Class: All persons in California who, within the applicable statute of limitations period, were enrolled in and charged for an Uber One subscription after interacting with an Uber promotional offer advertising a discount, credit, or other promotional benefit.**

70. Excluded from the Classes are Defendants, their officers, directors, and employees; any entity in which Defendants have a controlling interest; the affiliates, legal representatives, attorneys, heirs, and assigns of Defendants; and all judicial officers assigned to this litigation and their immediate family members.

71. **Numerosity**. The members of the Classes are so numerous that joinder of all members is impracticable. Although the precise number of Class members is presently unknown to Plaintiff, that information is within Defendants' possession and can be ascertained through Defendants' records. Given Uber's widespread use of promotional offers to market Uber One to existing customers, Plaintiff reasonably believes that the Class consists of thousands of consumers.

[6] *See Wright v. Uber Technologies, Inc.* 26-cv-07753, Dkt. 1 (N.D. Cal. July 27, 2026) ¶¶ 76–92 (explaining how Uber's pre-dispute resolution requirements are unconscionable and unenforceable because, among other reasons, they infringe on a consumer's right to be represented by counsel, violate legal ethical rules, and are one sided) ¶¶ 97–131 (demonstrating that Uber's mass action protocol is an elaborate bait-and-switch that indefinitely delays resolution of claims a consumer tries to arbitrate); *see also Ye v. Uber Technologies, Inc.*, 26-cv-01744, Dkt. 32 (N.D. Cal. May 22, 2026).

72. **Commonality and Predominance**. There are questions of law and fact common to the Class that predominate over questions affecting only individual Class members, including:

a. whether Defendants' Uber One promotional and enrollment practices adequately disclose that consumers are enrolling in a paid, automatically renewing subscription;

b. whether Defendants obtain consumers' informed and affirmative consent before enrolling them in and charging them for Uber One;

c. whether Defendants' representations and omissions concerning Uber One enrollment and recurring charges are deceptive or misleading;

d. whether Defendants' conduct violates California's Automatic Renewal Law;

e. whether Defendants' conduct violates California's Unfair Competition Law;

f. whether Defendants' conduct violates California's False Advertising Law;

g. whether Defendants' conduct violates the Consumers Legal Remedies Act;

h. whether Plaintiff and Class members are entitled to restitution, damages, or other monetary relief;

i. whether Uber's purported arbitration provision and dispute resolution procedures are enforceable against Plaintiff and members of the Class; and

j. whether Plaintiff and Class members are entitled to declaratory or injunctive relief.

73. **Typicality**. Plaintiff's claims are typical of the claims of the Classes because Plaintiff and Class members were subjected to the same or substantially similar Uber One marketing, enrollment, and recurring-billing practices. Like other Class members, Plaintiff interacted with an Uber promotional offer and was thereafter enrolled in and charged for Uber One. Plaintiff alleges that these promotional enrollment practices failed to obtain informed and affirmative consent to a paid, automatically renewing subscription**.** Plaintiff's claims arise from the same course of conduct by Defendants and are based on the same legal theories as the claims of the Classes.

74. **Adequacy**. Plaintiff will fairly and adequately protect the interests of the Classes. Plaintiff has no interests antagonistic to or in conflict with those of other Class members and has retained counsel experienced in prosecuting consumer-protection and complex class-action

litigation. Plaintiff and his counsel intend to prosecute this action vigorously on behalf of the Classes.

75. **Superiority**. A class action is superior to other available methods for the fair and efficient adjudication of this controversy. The amount of each individual Class member's monetary loss is relatively small compared with the burden and expense of prosecuting an individual action against Defendants. Absent class treatment, it would be economically impracticable for many Class members to obtain redress for the challenged conduct.

76. Class treatment will also promote judicial economy by resolving common questions concerning Defendants' Uber One enrollment and billing practices in a single proceeding rather than through numerous individual actions presenting substantially the same issues.

NO ADEQUATE REMEDY AT LAW

77. Plaintiff and Class members have suffered injury in fact and lost money or property as a result of Defendants' unlawful conduct. Plaintiff seeks equitable relief, including restitution, because legal remedies may not provide complete relief for the money wrongfully obtained and retained by Defendants through the practices alleged herein.

78. Legal remedies also are inadequate to address Defendants' ongoing conduct. Plaintiff continues to use and intends to continue using Uber's services and would consider enrolling in Uber One in the future if Defendants clearly and conspicuously disclosed the material terms of the subscription, obtained his informed and affirmative consent before enrollment, and provided a straightforward means of cancellation. Because of Defendants' challenged practices, however, Plaintiff cannot presently rely on Defendants' promotional offers and representations concerning Uber One. Instead, he risks enrollment in and charges for a paid, automatically renewing subscription with unclear terms to which Plaintiff did not knowingly agree and which he could not easily cancel. Plaintiff therefore seeks prospective injunctive relief requiring Defendants to cease the deceptive enrollment and recurring billing practices alleged herein and to provide clear and conspicuous disclosures and obtain consumers' informed and affirmative consent before enrolling and charging them for paid, automatically renewing Uber One subscriptions.

COUNT I

Violations of California's Unfair Competition Law ("UCL"), Cal. Bus. & Prof. Code §§ 17200, *et seq*. (on behalf of Plaintiff and All Classes)

79. Plaintiff re-alleges and incorporates by reference every allegation set forth in the preceding paragraphs as though alleged in this Count.

80. Plaintiff brings this claim individually and on behalf of the members of the proposed Classes against Defendants.

81. The UCL prohibits unfair competition in the form of "any unlawful, unfair, or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising and any act[.]" Cal. Bus. & Prof. Code § 17200. The UCL allows "a person who has suffered injury in fact and has lost money or property" to prosecute a civil action for violation of the UCL. Cal. Bus. & Prof. Code § 17204. Such a person may bring such an action on behalf of himself or herself and others similarly situated who are affected by the unlawful and/or unfair business practice or act.

82. **Fraudulent Prong:** Uber's conduct is fraudulent because Uber misrepresents the nature of the benefits its promotions are supposedly offering. For example, on June 12, 2026, Uber sent Plaintiff an email promoting a $20 Uber Cash benefit with prominent statements including "Your first order wins big!," "Halftime hunger meets up to $20 Uber Cash," and "Get $20 Uber Cash for your favorites delivered right to your door," together with an "Order now" link. The email prominently presented the transaction as an opportunity to obtain Uber Cash by ordering food, while failing to disclose with comparable prominence that clicking through the promotional offer and placing an order could result in Plaintiff's enrollment in a paid, automatically renewing Uber One subscription at $9.99 per month. Uber thereby concealed or obscured the material fact that accepting the advertised promotional benefit could result in a recurring paid subscription. Plaintiff clicked the promotional link and ordered food in response to the offer and was thereafter enrolled in Uber One and charged $9.99 per month without knowingly and affirmatively agreeing to the paid subscription.

83. **Unlawful Prong:** Uber has committed unlawful practices under the UCL by: (a) representing that Defendants' goods and services have certain characteristics that they do not, in violation of Cal. Civil Code § 1770(a)(5); (b) advertising goods and services with the intent not to

sell them as advertised, in violation of Cal. Civil Code § 1770(a)(9); and (c) converting to Defendants' own use and benefit money that rightfully belongs to Plaintiff and the Classes.

84. Additionally, at all relevant times, Defendants have violated, and continue to violate, the UCL's proscription against engaging in unlawful and/or unfair conduct as a result of their violations of the ARL, Cal. Bus. & Prof. Code §§ 17600, *et seq*. Defendants failed to comply with the ARL as follows: (i) Defendants charged Plaintiff's and Class members' payment methods without first obtaining their affirmative consent to the agreement containing the automatic renewal offer terms, in violation of Cal. Bus. & Prof. Code § 17602(a)(2); (ii) Defendants failed to obtain consumers' express affirmative consent to the automatic renewal or continuous service offer terms, in violation of Cal. Bus. & Prof. Code § 17602(a)(4); and (iii) Defendants included information in connection with the automatic renewal or continuous service agreement that interfered with, detracted from, or otherwise undermined consumers' ability to provide affirmative consent, in violation of Cal. Bus. & Prof. Code § 17602(a)(5).

85. Each of these acts and practices constitutes an independent violation of the ARL, and thus an independent violation of the UCL.

86. **Unfair Prong:** Defendants' acts and omissions as alleged herein violate obligations imposed by statute, are substantially injurious to consumers, offend public policy, and are immoral, unethical, oppressive, and unscrupulous as the gravity of the conduct outweighs any alleged benefits attributable to such conduct.

87. There were reasonably available alternatives to further Defendants' legitimate business interests, other than the conduct described herein.

88. Defendants' acts, omissions, nondisclosures, and misleading statements as alleged herein were and are false, misleading, and/or likely to deceive the consuming public.

89. Plaintiff and Class Members have suffered a substantial injury in fact and lost money by virtue of Defendants' acts of unfair competition, which caused them to be enrolled in and charged for Uber One Subscriptions without their informed and affirmative consent.

90. Defendants' violations have continuing and adverse effects because Defendants' unlawful conduct is continuing, with no indication that Defendants intend to cease this unlawful

course of conduct. The public and the Classes are subject to ongoing harm because the unlawful and/or unfair business practices associated with the Uber One Subscriptions are still used by Defendants today.

91. Plaintiff and Class members seek restitution pursuant to Cal. Bus. & Prof. Code § 17203 of all amounts that Defendants charged or caused to be charged to Plaintiff's and Class members' payment methods in connection with their Uber One Subscriptions during the four years preceding the filing of this Complaint. Defendants should be required to disgorge all the profits and gains they have reaped and restore such profits and gains to Plaintiff and the Class members, from whom they were unlawfully taken.

92. Pursuant to Cal. Bus. & Prof. Code § 17203, Plaintiff and Class members seek a court order enjoining Defendants from such future misconduct, and any other such orders that may be necessary to rectify the unlawful business practices of Defendants.

93. Plaintiff brings this action as a private attorney general and to vindicate and enforce an important right affecting the public interest. Plaintiff and the Class members are therefore entitled to an award of attorneys' fees under Code of Civil Procedure § 1021.5 for bringing this action.

COUNT II
Violations of California's False Advertising Law ("FAL"),
Cal. Bus. & Prof. Code §§ 17500, *et seq*.
(on behalf of the Plaintiff and All Classes)

94. Plaintiff re-alleges and incorporates by reference every allegation set forth in the preceding paragraphs as though alleged in this Count.

95. Plaintiff brings this claim individually and on behalf of the members of the proposed Classes against Defendants.

96. California's False Advertising Law, Cal. Bus. & Prof. Code §§ 17500, *et seq.*, makes it "unlawful for any person to make or disseminate or cause to be made or disseminated before the public in this state, … in any advertising device … or in any other manner or means whatever, including over the Internet, any statement, concerning … personal property or services, professional

or otherwise, or performance or disposition thereof, which is untrue or misleading and which is known, or which by the exercise of reasonable care should be known, to be untrue or misleading."

97. Defendants committed acts of false advertising, as defined by § 17500, by intentionally making and disseminating statements to consumers in California and the general public concerning Defendants' products and services, as well as circumstances and facts connected to such products and services, which are untrue and misleading on their face and by omission, and which are known (or which by the exercise of reasonable care should be known) by Defendants to be untrue or misleading. Defendants have also intentionally made or disseminated such untrue or misleading statements and material omissions to consumers in California and to the public as part of a plan or scheme with intent not to sell those services as advertised.

98. Defendants' statements include but are not limited to representations and omissions made to consumers before and after enrollment in Defendants' Uber One Subscriptions. Uber uses deceptive and misleading promotional offers that emphasize discounts, credits, or other benefits while obscuring that accepting or interacting with the offer may result in enrollment in a paid, automatically renewing Uber One subscription. Uber further fails to adequately disclose that consumers may be enrolled and charged using payment information already associated with their Uber accounts. Such representations and omissions in marketing and advertising promoting Uber One subscriptions constitute false and deceptive advertisements.

99. Defendants' actions in violation of § 17500, as described herein, were false and misleading such that the general public is and was likely to be deceived.

100. Plaintiff and Class members were deceived by Defendants' statements and omissions made online when they signed up and started paying for their Uber One Subscriptions, and there is a strong probability that other California consumers and members of the public were also or are likely to be deceived as well. Any reasonable consumer would be misled by Defendants' false and misleading statements and material omissions. Plaintiff and Class members did not understand that accepting or interacting with Defendants' promotional offers would result in enrollment in and charges for a paid, automatically renewing Uber One Subscription. They relied on Defendants' statements and omissions to their detriment.

101. Plaintiff and Class members lost money or property as a result of Defendants' FAL violations because they would not have enrolled in or paid for the Uber One Subscriptions had Defendants clearly disclosed that their promotional offers would result in enrollment in a paid, automatically renewing subscription.

102. Plaintiff, individually and on behalf of all similarly situated consumers, seeks individual, representative, and public injunctive relief and any other necessary orders or judgments that will prevent Defendants from continuing with their false and deceptive advertisements and omissions; restitution that will restore the full amount of their money or property; disgorgement of Defendants' relevant profits and proceeds; and an award of costs and reasonable attorneys' fees.

COUNT III
Violations of California's Consumers Legal Remedies Act ("CLRA"), Cal. Civ. Code §§ 1750, *et seq.*
(on behalf of Plaintiff and All Classes)

103. Plaintiff re-alleges and incorporates by reference every allegation set forth in the preceding paragraphs as though alleged in this Count.

104. Plaintiff brings this claim individually and on behalf of the members of the proposed Classes against Defendants.

105. Plaintiff and the Class members are "consumers" within the meaning of Cal. Civil Code § 1761(d) in that Plaintiff and Class members sought or acquired Defendants' goods and/or services for personal, family, or household purposes.

106. Defendants' selection and/or subscription offers are "goods" and/or "services" within the meaning of Cal. Civil Code § 1761(a) and (b). The purchases by Plaintiff and the Class members are "transactions" within the meaning of Cal. Civil Code § 1761(e).

107. The acts and practices of Defendants as described above were intended to deceive Plaintiff and the Class members as described herein, and have resulted, and will result, in damages to Plaintiff and the Class members. These actions violated, and continue to violate, the CLRA in at least the following respects: (a) Defendants' acts and practices constitute representations or omissions that Uber One promotional offers have characteristics, uses, and/or benefits that they do not have, including by obscuring that accepting or interacting with such offers may result in

enrollment in a paid, automatically renewing Uber One subscription, in violation of Cal. Civil Code §1770(a)(5); and (b) Defendants' acts and practices constitute the advertisement of the goods in question without the intent to sell them as advertised, in violation of Cal. Civil Code § 1770(a)(9).

108. Specifically, Uber uses deceptive and misleading promotional offers that emphasize discounts, credits, or other benefits while obscuring that accepting or interacting with such offers may result in enrollment in a paid, automatically renewing Uber One subscription. Uber further fails to adequately disclose that consumers may be enrolled and charged using payment information already associated with their Uber accounts.

109. Plaintiff and the Class members suffered economic injury as a direct result of Defendants' misrepresentations and/or omissions because they were induced to enroll in and pay for Uber One Subscriptions that they would not have otherwise purchased. Had Defendants fully and clearly disclosed that accepting or interacting with their promotional offers could result in enrollment in a paid, automatically renewing Uber One Subscription, Plaintiff and the Class members would not have enrolled in or paid for the Uber One Subscriptions.

110. Plaintiff, on behalf of himself, the Class members, and on behalf of the general public, seeks an injunction prohibiting Defendants from continuing their unlawful practices in violation of the CLRA.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of all others similarly situated, seeks judgment against Defendants, as follows:

a. For an order certifying the Classes under Rule 23 of the Federal Rules of Civil Procedure and naming Plaintiff as representative of the Classes and Plaintiff's attorneys as Class Counsel;

b. For an order declaring that Defendants' conduct violates the statutes referenced herein;

c. For an order finding in favor of Plaintiff and the Classes on all counts asserted herein;

d. For actual, compensatory, statutory, and/or punitive damages to the extent available under applicable law, in amounts to be determined by the Court and/or jury;

e. For prejudgment interest on all amounts awarded;

f. For an order of restitution and all other forms of equitable monetary relief;

g. For injunctive relief as pleaded or as the Court may deem proper; and

h. For an order awarding Plaintiff and the Classes their reasonable attorneys' fees, expenses, and costs of suit.

JURY DEMAND

Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiff demands a trial by jury of any and all issues in this action so triable of right.

Respectfully Submitted,

/s/ Katherine M. Aizpuru

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