George V. Granade (State Bar No. 316050)
ggranade@reesellp.com
REESE LLP
8484 Wilshire Boulevard, Suite 515
Los Angeles, California 90211
Telephone: (310) 393-0070

Michael R. Reese (State Bar No. 206773)
mreese@reesellp.com
REESE LLP
100 West 93rd Street, 16th Floor
New York, New York 10025
Telephone: (212) 643-0500

Farris E. Ain, Esq. (State Bar No. 228045)
eservice@ainlaw.com
LAW OFFICES OF FARRIS AIN, APC
1822A E Route 66 # 272
Glendora, California 91740
Telephone: (909) 626-1166

Counsel for Plaintiff Manuel Medrano and the Proposed Class

Electronically FILED by Superior Court of California, County of Los Angeles 7/17/2026 7:52 PM David W. Slayton, Executive Officer/Clerk of Court, By A. Zadorian, Deputy Clerk

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

MANUEL MEDRANO, *individually and on behalf of all others similarly situated*,

Plaintiff,

v.

UBER TECHNOLOGIES, INC., *a Delaware corporation, and* UBER USA, LLC, *a Delaware limited liability company*,

Defendants.

Case No. 26STCV22585

CLASS ACTION COMPLAINT

For:
1. **Violation of California's Unfair Competition Law, CAL. BUS. & PROF. CODE § 17200 *et seq.*;**
2. **Conversion under California Law; and**
3. **Unjust Enrichment under California Law**

DEMAND FOR JURY TRIAL

Plaintiff Manuel Medrano ("Plaintiff" or "Medrano"), individually and on behalf of all others similarly situated (the "Class," as defined below), respectfully brings this Class Action Complaint against Defendants Uber Technologies, Inc., and Uber USA, LLC (together, "Defendants" or "Uber"). Plaintiff alleges on information and belief, except as to those allegations which pertain to him, which are based on personal knowledge, as follows:

NATURE OF THE ACTION

1. This is a consumer protection class action against Uber for repeatedly automatically charging consumers for subscriptions to its "Uber One" subscription service without their knowledge or consent and for failing to provide an easy-to-use online mechanism for cancelling Uber One subscriptions at will that is free of additional steps that obstruct and delay the ability to cancel.

2. Defendants' charging of Plaintiff and the Class members for Uber One subscriptions without their knowledge or consent, and Defendants' failure to provide an easy-to-use online mechanism for cancelling Uber One subscriptions at will without obstructions or delays, violate California's Automatic Purchase Renewals Law, CAL. BUS. & PROF. CODE § 17600 *et seq.* ("ARL").

3. On behalf of the Class, Plaintiff brings causes of action for: (i) violation of California's Unfair Competition Law, CAL. BUS. & PROF. CODE § 17200 *et seq.* ("UCL"); (ii) conversion under California law; and (iii) unjust enrichment under California law. He seeks monetary and injunctive relief.

JURISDICTION AND VENUE

4. This Court has subject matter jurisdiction over this case because the amount in controversy exceeds $35,000.00.

5. This Court has personal jurisdiction over Defendants for reasons including but not limited to the following: Defendants are both headquartered in California, and they have both purposefully availed themselves of the privilege of doing business in California. Plaintiff's claims against Defendants arise out of their contacts with California, including the charging of Plaintiff without his knowledge or consent for an Uber One subscription. The Court has specific personal jurisdiction over Defendants, and Defendants can be said to have reasonably anticipated being brought into court in this forum.

6. Venue is proper in Los Angeles County, California, because at least some of the acts complained of herein occurred in Los Angeles County, including the charging of Plaintiff without his

knowledge or consent for an Uber One subscription.

PARTIES

7. Plaintiff Manuel Medrano is and at all times relevant hereto was a resident of the State of California, County of Los Angeles.

8. Defendant Uber Technologies, Inc., is a Delaware corporation with its principal place of business at 1725 3rd Street, San Francisco, California 94158. Uber Technologies, Inc., provides ride hailing and food delivery services and transacts or has transacted business in Los Angeles County and throughout the United States.

9. Defendant Uber USA, LLC, is a Delaware limited liability company with its principal place of business 1725 3rd Street, San Francisco, California 94158. Uber USA, LLC, transacts or has transacted business in Los Angeles County and throughout the United States.

10. Together, Defendants offer the Uber One subscription service.

11. Defendants have operated as a common enterprise while engaging in the violations of law alleged below. Uber has conducted the business practices described herein through interrelated companies that have common ownership, office locations, and advertising and lack any real distinction. Because Uber Technologies, Inc., and Uber USA, LLC, have operated as a common enterprise, each of them is liable for the acts and practices alleged below.

FACTUAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

I. Uber's Services

A. Uber's Ride-Hailing Service

12. Uber provides a ride-hailing service, which was founded in 2009.

13. Uber facilitates its ride-hailing service with a mobile software application that consumers download to their smartphones (the "Uber App"). The Uber App connects transportation providers with consumers seeking transportation, and consumers use the Uber App to book the transportation services.

14. After a consumer finishes a ride that Uber facilitated, Uber uses the Uber App to bill the cost of the ride to the consumer. The cost includes fees that Uber deducts for facilitating the ride and a payment to the driver for providing the transportation.

15. Uber may store consumers' billing information, such as credit or debit card information,

within the Uber App. This allows the billing information to be easily reused for future rides.

B. Uber's Food Delivery Service

16. Uber also provides a food delivery service called "Uber Eats," which it facilitates with a mobile software application that consumers download to their smartphones (the "Uber Eats App"). The Uber Eats App connects food deliverers with consumers seeking food delivery services, and consumers use the Uber Eats App to book the food delivery services.

17. After a consumer receives a food delivery through Uber Eats, Uber uses the Uber Eats App to bill the cost of the delivery to the consumer. The cost includes fees that Uber deducts for facilitating the delivery and payment to the food delivery person for delivering the food.

18. Uber may store consumers' billing information, such as credit or debit card information, within the Uber Eats App. This allows the billing information to be easily reused for future food deliveries.

C. The Uber One Service

19. Since at least November 2021, Uber has marketed and operated a paid subscription service called "Uber One."

20. A single Uber One subscription applies to both Uber's ride-hailing service and Uber Eats.

21. Uber advertises Uber One on its website, the Uber App, and the Uber Eats App as a way for consumers to qualify for discounts or promotions on eligible rides or deliveries by paying a monthly or annual membership fee. Uber represents that an Uber One subscription will enable consumers to save money. For example, Uber states that Uber One "gives [consumers] access to perks such as savings on Uber [rides] and Uber Eats [food deliveries]." *See What is Uber One?*, HELP.UBER.COM (2026), https://help.uber.com/en/riders/article/what-is-uber-one?nodeId=84846d69-45b7-49e3-a8b6-ad23ea583c17. And Uber One members pay a $0 delivery fee for food deliveries carried out via Uber Eats. *Id.*

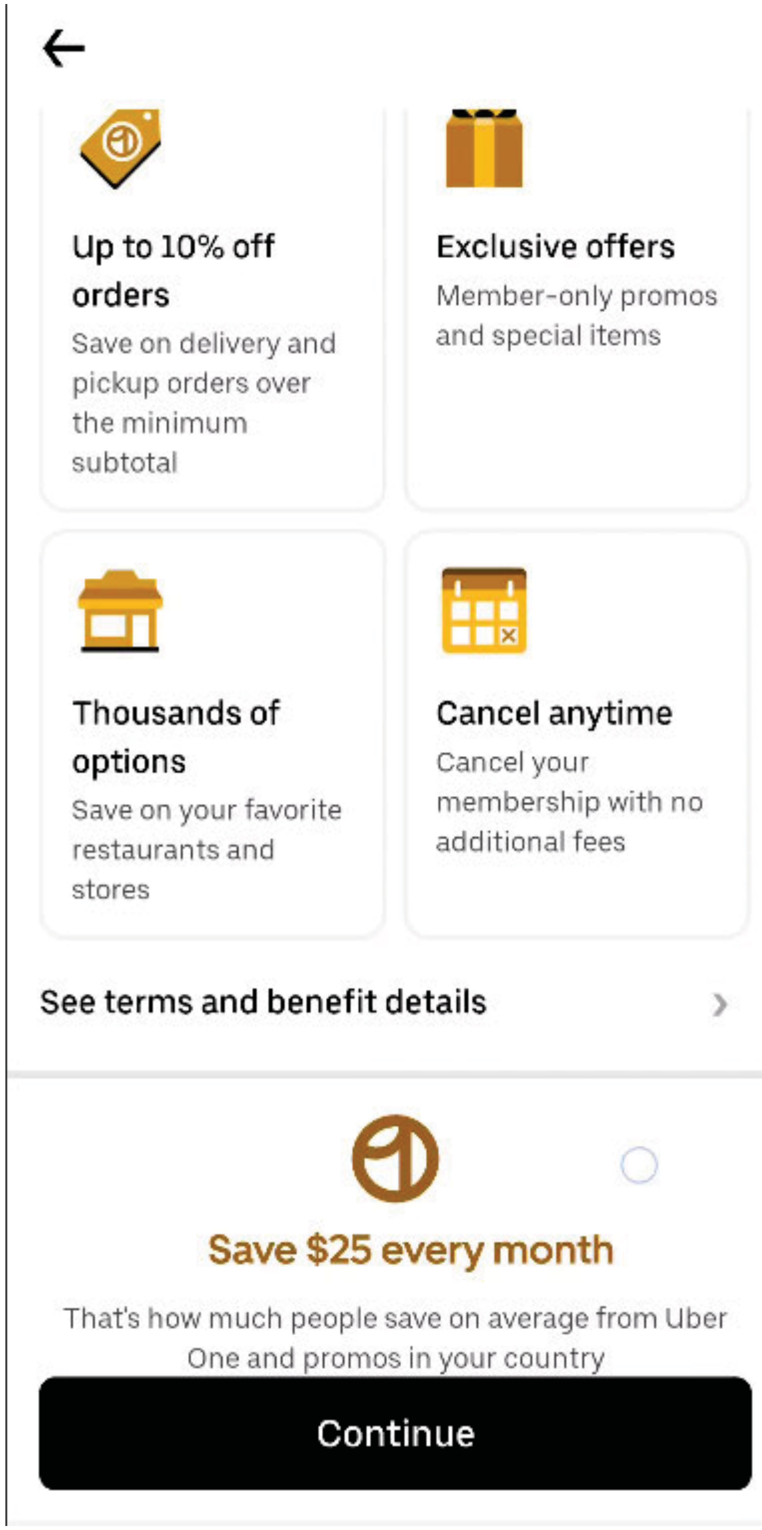
22. Uber charges consumers $9.99 per month or, alternatively, $96 per year for an Uber One subscription. *Id.*

II. Uber Represents That Consumers Can Cancel Uber One Subscriptions "Anytime"

23. As part of its marketing of Uber One, Uber promises consumers that they will be able to cancel their Uber One subscriptions at "anytime."

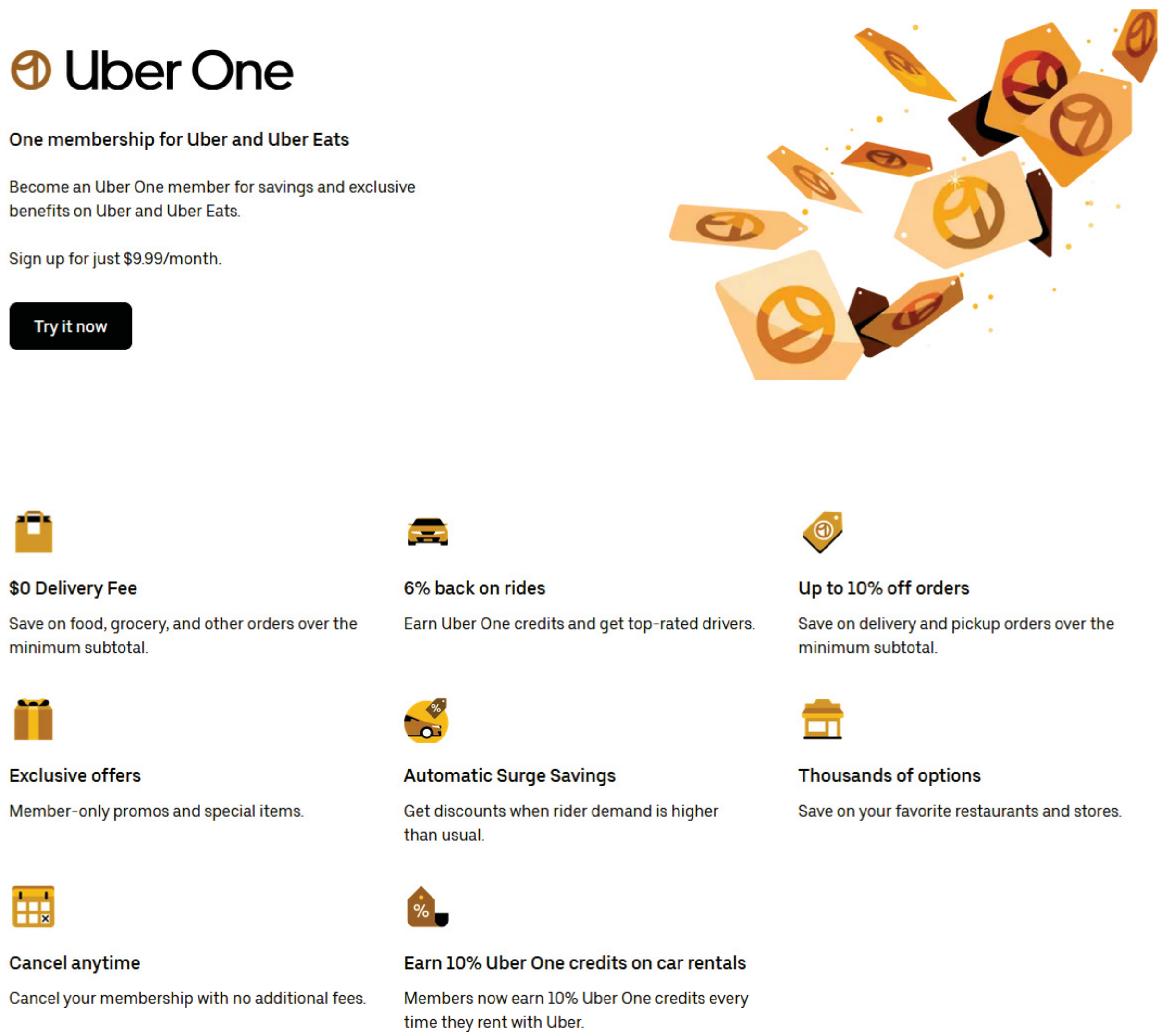
24. For example, during the enrollment flow for Uber One in the Uber App and the Uber Eats

App, Uber states that consumers can "Cancel anytime" with no additional fees, as shown below.



25. Similarly, on www.uber.com, Uber states that consumers can "Cancel anytime" and can

"Cancel [their] membership[s] with no additional fees," as shown below.



https://www.uber.com/us/en/uber-one/ [https://perma.cc/DU88-3J9Y].

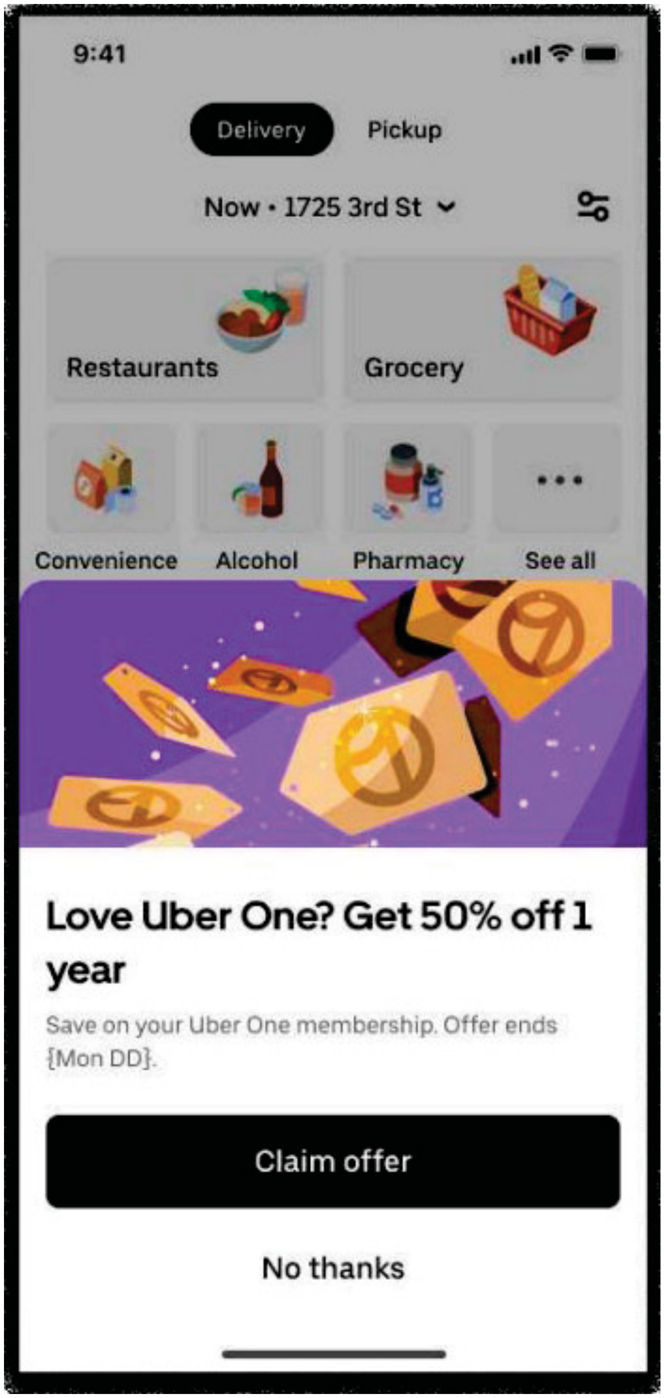
26. However, despite Uber's representations, consumers cannot cancel Uber One "anytime" without paying additional fees. As discussed below, it is difficult to cancel an Uber One subscription, and consumers have not been able to cancel anytime, as Plaintiff Medrano experienced.

III. Uber Enrolls Consumers in Uber One in a Number of Ways, Including Without Consent

27. Consumers are enrolled in Uber One in a variety of ways, including 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 through Uber's partnerships with credit card companies. Regardless of the method, the enrollment process does not require any interaction with Uber customer service

representatives and is processed immediately.

28. Uber 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 the Uber App or the Uber Eats App with pop-up advertisements inviting them to "Claim offer," and promising savings such as, "Get 50% off 1 year," as shown below.



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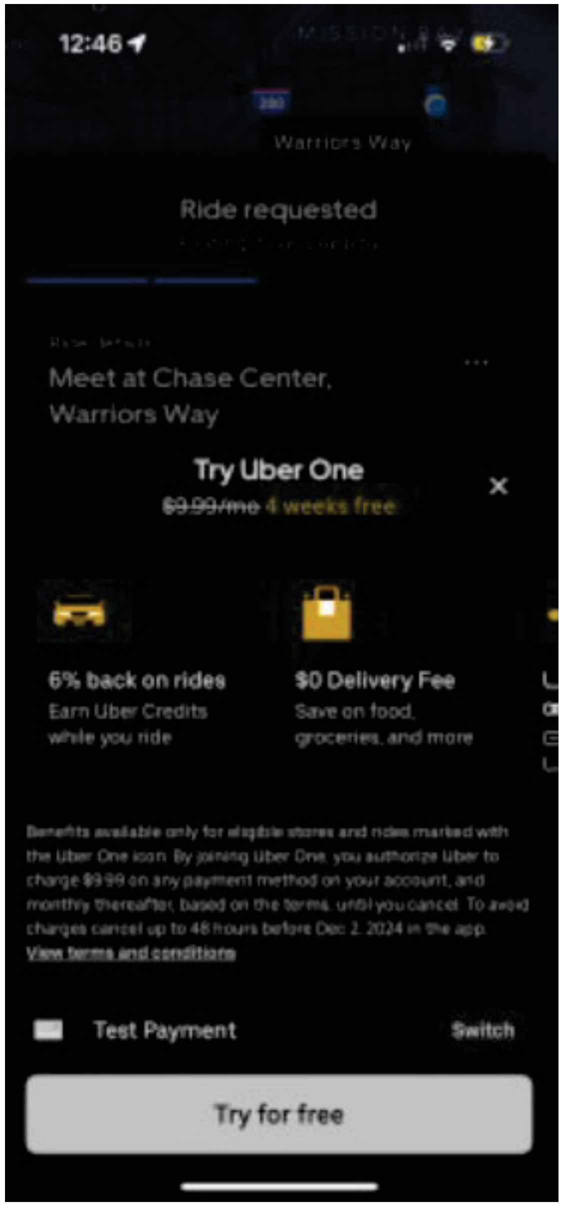
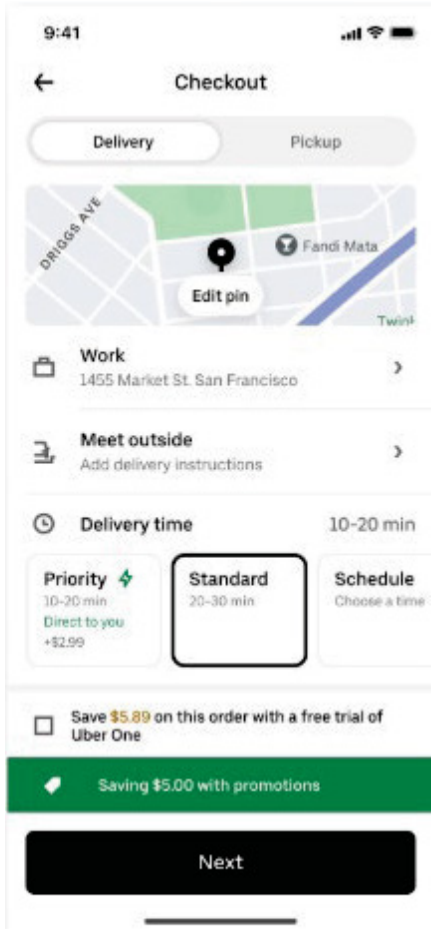
29. Consumers that "Claim [the] offer" through a pop-up advertisement proceed directly to a checkout screen that says, "Try Uber One," crosses out the price of $9.99, and has a big button labeled, "Try for free," as shown below.



30. Once consumers click the "Try for free" button, they are immediately enrolled in Uber One and will be charged within 4 weeks (in the example above), and on a recurring basis thereafter.

31. Other consumers who are using the Uber App to book a ride or the Uber Eats App to order a 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, as shown below.



32. 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," as shown below.

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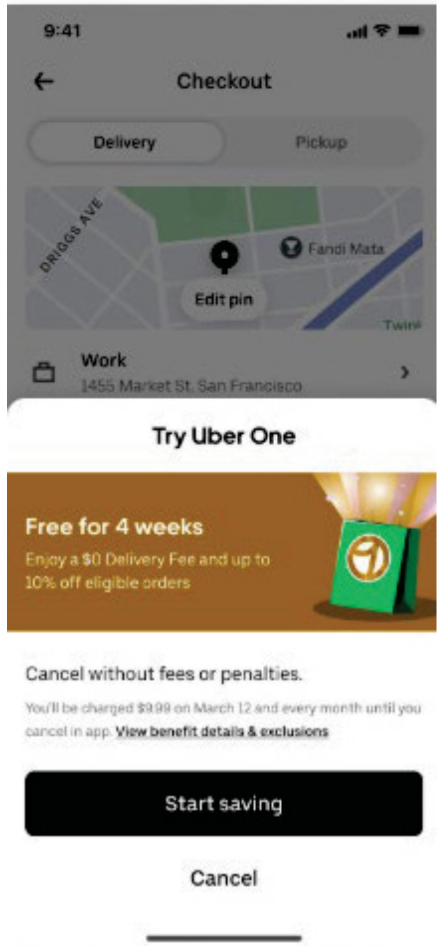
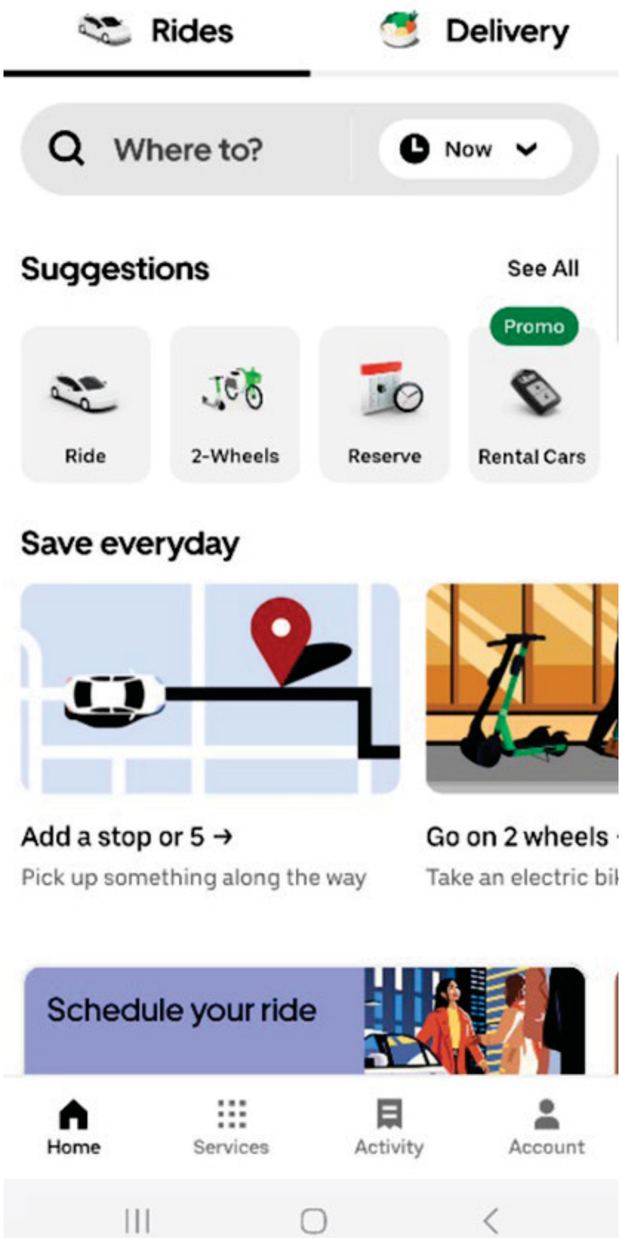


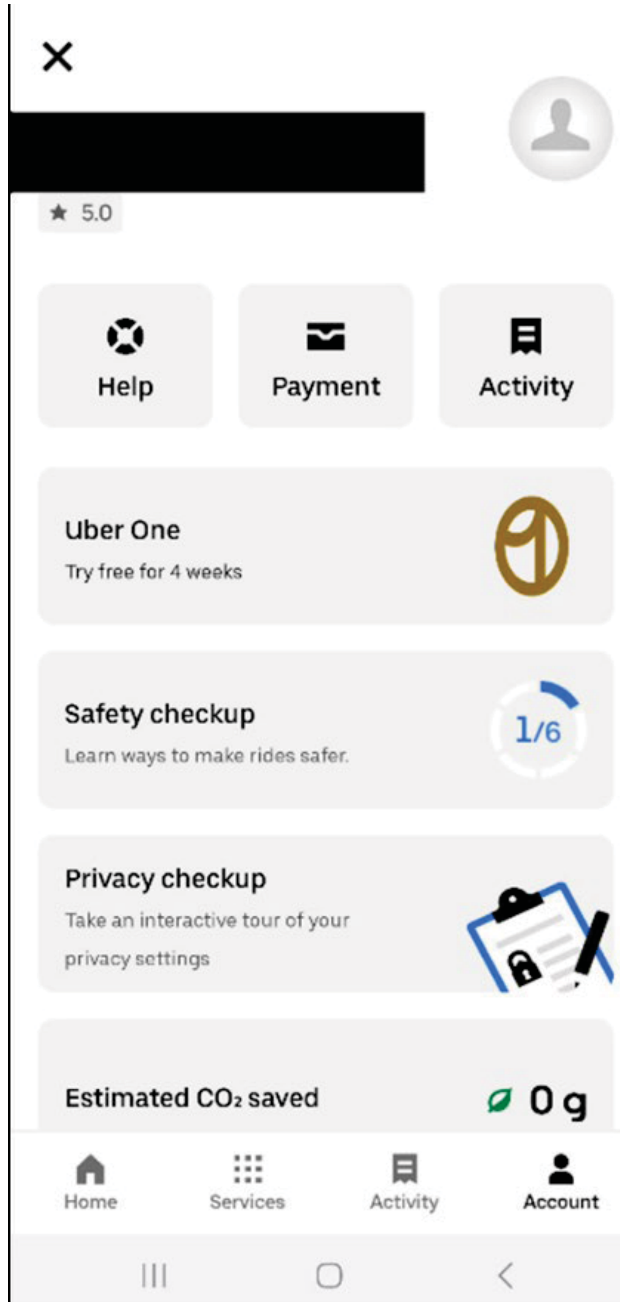
33. Once consumers click "Start saving," they are immediately enrolled in Uber One and will be charged every month or year for a subscription. The only other choice is to "Cancel." It is unclear what tapping that button would cancel at this point – it could be the delivery or ride they are trying to book; they have not signed up for Uber One and thus could not cancel it.

34. If a consumer were to notice smaller text above the button, they would see language that states that, "You'll be charged $9.99 on [billing date] and every month until you cancel in the app." However, consumers are actually charged *before* that date.

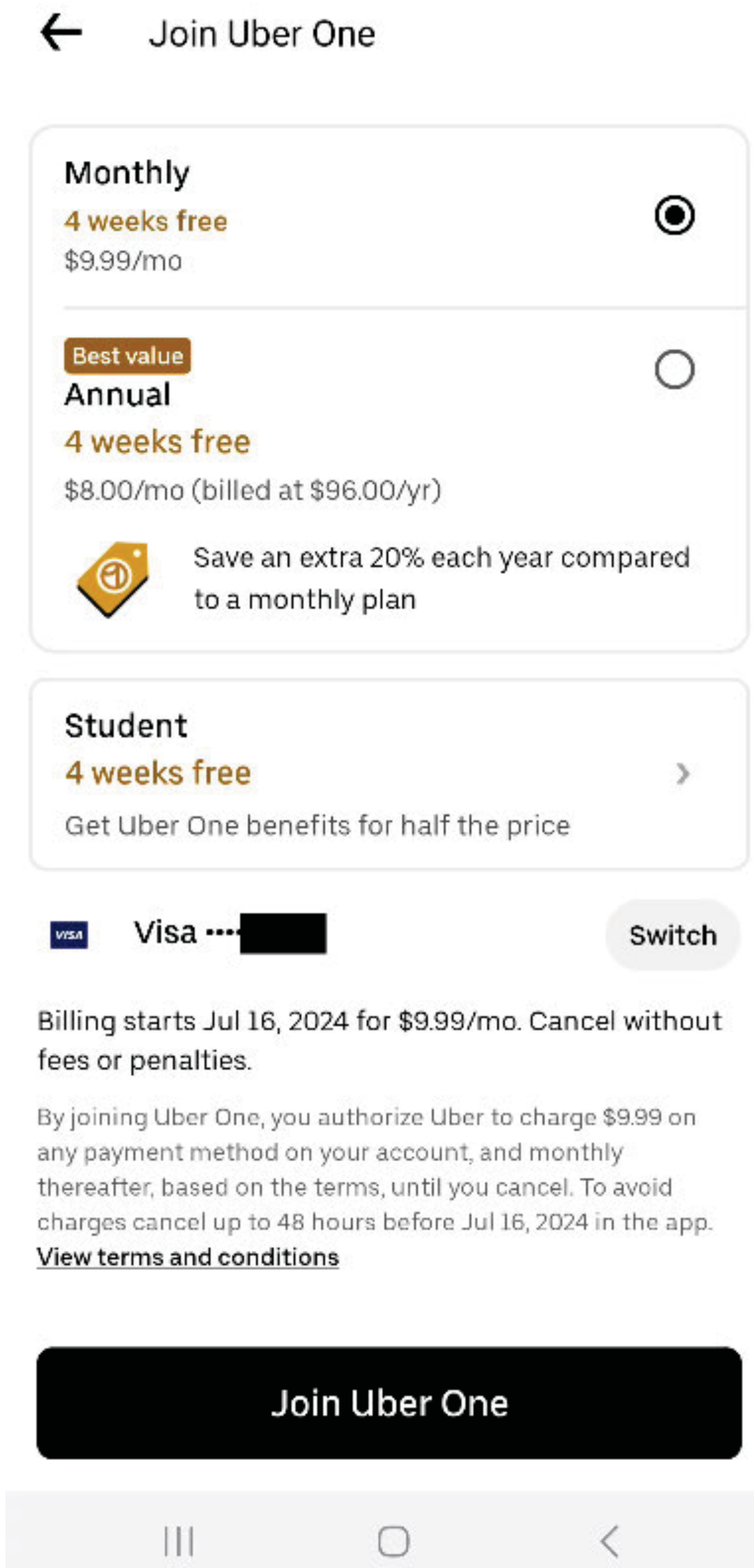
35. The consumers in the examples above never click a button labeled "Join Uber One" and do not need to affirmatively enter any billing information; Uber already has it stored if the consumer has ever taken a ride with Uber. Nevertheless, Uber charges these consumers a recurring subscription fee before the stated billing date – and on a recurring basis thereafter, at least until the consumer notices the charges and tries to cancel them, and in many instances, even after that.

36. Consumers are also enrolled in Uber One if they do the following: first, tap "Account" on their home screen, then tap the "Uber One" button on their account screen; both screens are shown below.





37. This directs them to the screen that advertises the "benefits" of Uber One, including that consumers can "cancel anytime" with no additional fees (excerpted in paragraph above). Consumers then tap on the "Continue" button, which directs them to a checkout screen (shown below) where they can complete their enrollment by tapping the "Join Uber One" button.


Join Uber One
Monthly
4 weeks free
$9.99/mo
Best value
Annual
4 weeks free
$8.00/mo (billed at $96.00/yr)
Save an extra 20% each year compared to a monthly plan
Student
4 weeks free
Get Uber One benefits for half the price
Visa •••• [redacted]
Switch
Billing starts Jul 16, 2024 for $9.99/mo. Cancel without fees or penalties.
By joining Uber One, you authorize Uber to charge $9.99 on any payment method on your account, and monthly thereafter, based on the terms, until you cancel. To avoid charges cancel up to 48 hours before Jul 16, 2024 in the app.
View terms and conditions
Join Uber One

38. Consumers can also enroll for Uber One using Uber's website. Consumers simply click on the "Sign up now" button on the Uber One page and are directed to the checkout page where they can click the "Join Uber One" button to complete their enrollment.

39. 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.

40. Consumers report finding Uber One charges on their credit card bill despite *never* knowingly signing up for an Uber One subscription *at all*. *See* Second Amended Complaint at ¶ 38, *F.T.C. v. Uber Techs., Inc.*, No. 4:25-cv-03477-JST (N.D. Cal. May 4, 2026), ECF No. 199. For example, one consumer said, "Uber is charging me for Uber [O]ne and I did not sign up nor gave them credit card info," while another consumer related that, "Uber One has been charging my bank account for $9.99 a month without my consent or me subscribing." *Id.* The Federal Trade Commission listed the following consumer complaints about this in its pleading in *F.T.C. v. Uber Technologies, Inc.*:

- "I'm not sure how it happened but I did an Uber to my job and now Uber one has been taking $9.99 out of my account for the last 15 or 16 months."
- "I looked at a credit card bill and I realized that Uber Eats had been charging $9.99 for an Uber One account for the past 8 months. I have never signed up for this service."
- "I never signed up for Uber One subscription, but they automatically enrolled me and charged me for it. I have not used Uber at all in months."
- "I don[']t have an UBER account and NEVER have but I am being charged a monthly recurring fee of $9.99 for UBER ONE . I don[']t even know how they got my debit card info."
- "Uber unknowingly enrolled me in their Uber One membership and then charged me $9.99 for a monthly subscription. I was not notified that I had subscribed to the Uber One subscription and only became aware that I was enrolled in the Uber One membership after my credit card was charged $9.99."
- "When I created my account I had all those annoying Uber One popups. I clicked exit, reject, deny on all of them. Fast forward to today, Sept 16th 2024, I check my bank account and see

that Uber has pulled $9.99 from my debit card both months that I've had it downloaded."

- Uber "makes you think you could try it for free for a day or for an order so this kind of feels like a scam."
- "They offered me Uber One for free for 3 months and instead charged me $96."
- "Uber One took my money for an allegedly complementary account connected to my Capital One card and then would not let me cancel it for a same day full refund!"

Id.

IV. Uber Makes It Difficult for Customers to Cancel an Uber One Subscription

41. Whether a consumer is in a free trial or a paid subscription, Uber has instituted a cancellation process that is difficult, time-consuming, and far from simple. Despite advertising that consumers can cancel "anytime," Uber One cancellation is actually time-restricted, time-intensive, and often ineffective. As detailed below, Uber utilizes various tactics that prevent or make it hard for consumers to cancel, especially when they attempt to do so within 48 hours of their billing date, often snaring consumers into additional months or even years of a service they no longer want or need.

42. For consumers attempting to cancel Uber One, they begin by navigating a series of screens within the Uber App or the Uber Eats App. First, consumers must open the home screen (shown below).

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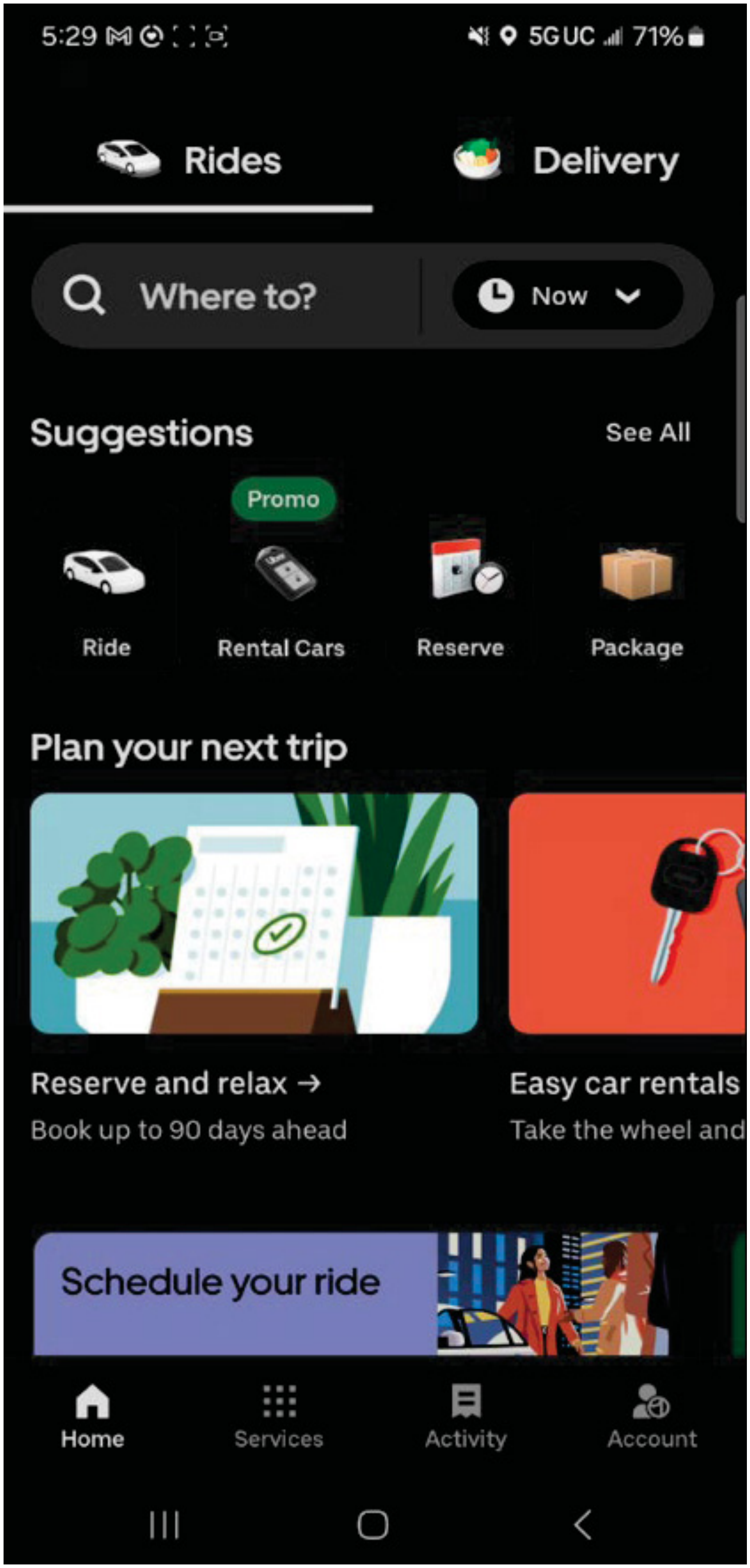
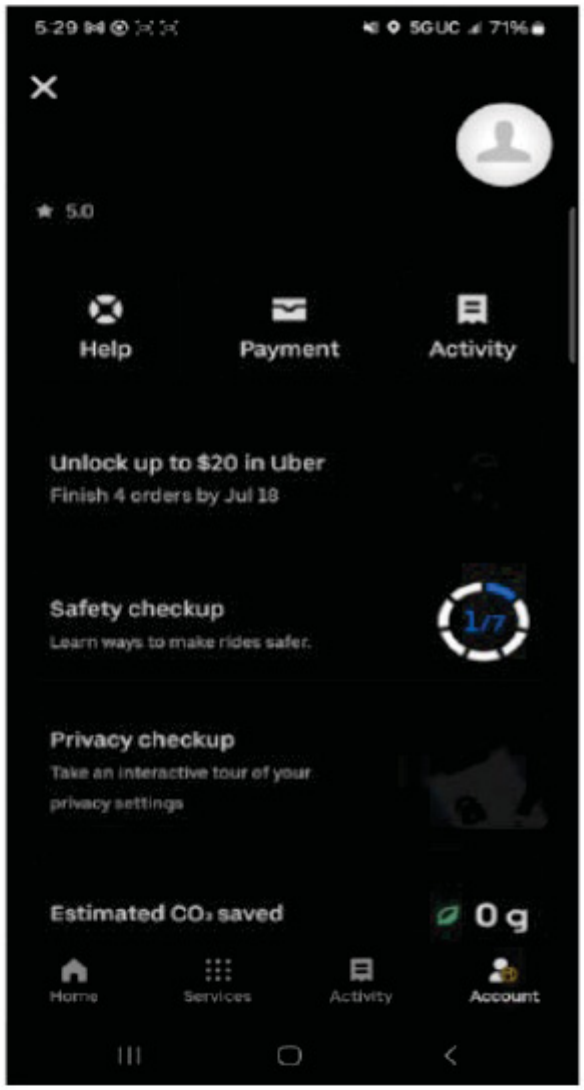

5:29
5G UC 71%
Rides
Delivery
Where to?
Now
Suggestions
See All
Promo
Ride
Rental Cars
Reserve
Package
Plan your next trip
Reserve and relax →
Book up to 90 days ahead
Easy car rentals
Take the wheel and
Schedule your ride
Home
Services
Activity
Account

43. Because there is no mention of Uber One or "subscription" on the home screen, consumers who wish to cancel might try a few different tabs and buttons such as "Services" or "Activity," which will be futile. Instead, consumers must find and click on the "Account Tab" at the bottom righthand corner of the screen to be directed to the "Account" screen, where they will begin the cancellation process (see below).



44. On the Account screen, consumers encounter many buttons, none of which mention cancellation. If they clicked on "Payment," for example, they would encounter other information but not be able cancel.

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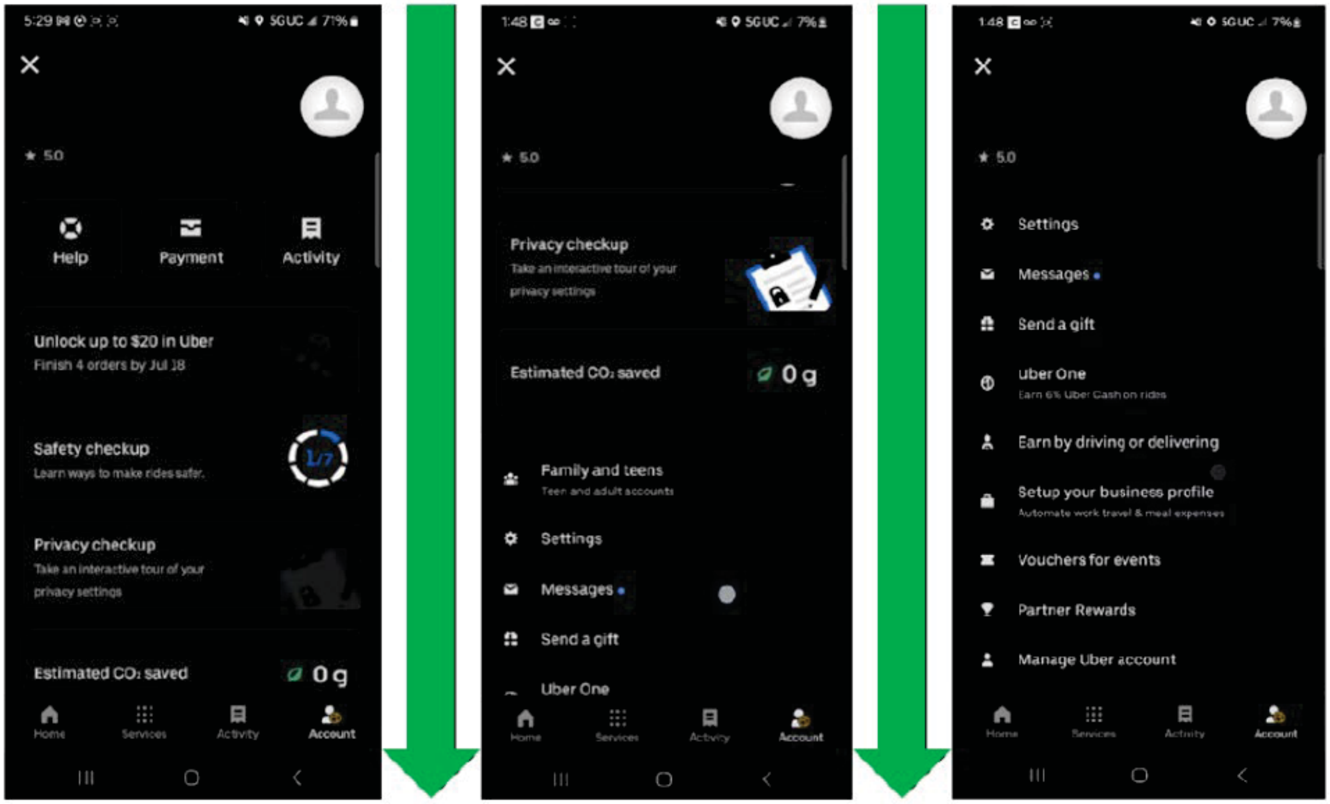
45. Instead, they must scroll further, to view more choices, as shown below.



46. While scrolling, if a consumer clicks on "Settings" or "Manage Uber Account," they would be diverted from cancellation.

47. Instead, once they've reached this point, they must scroll down and tap the "Uber One" button (shown below).

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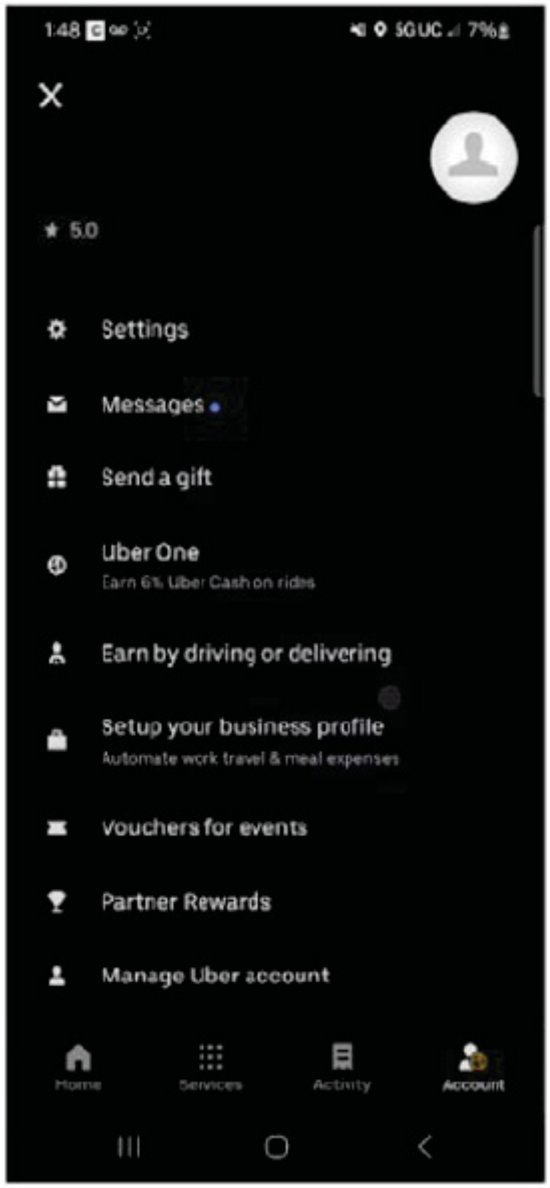

48. After a consumer taps the "Uber One" button, they are directed to the "Uber One" screen, where still nothing about cancellation appears. Instead, consumers must again scroll to the bottom of the screen, as shown below.

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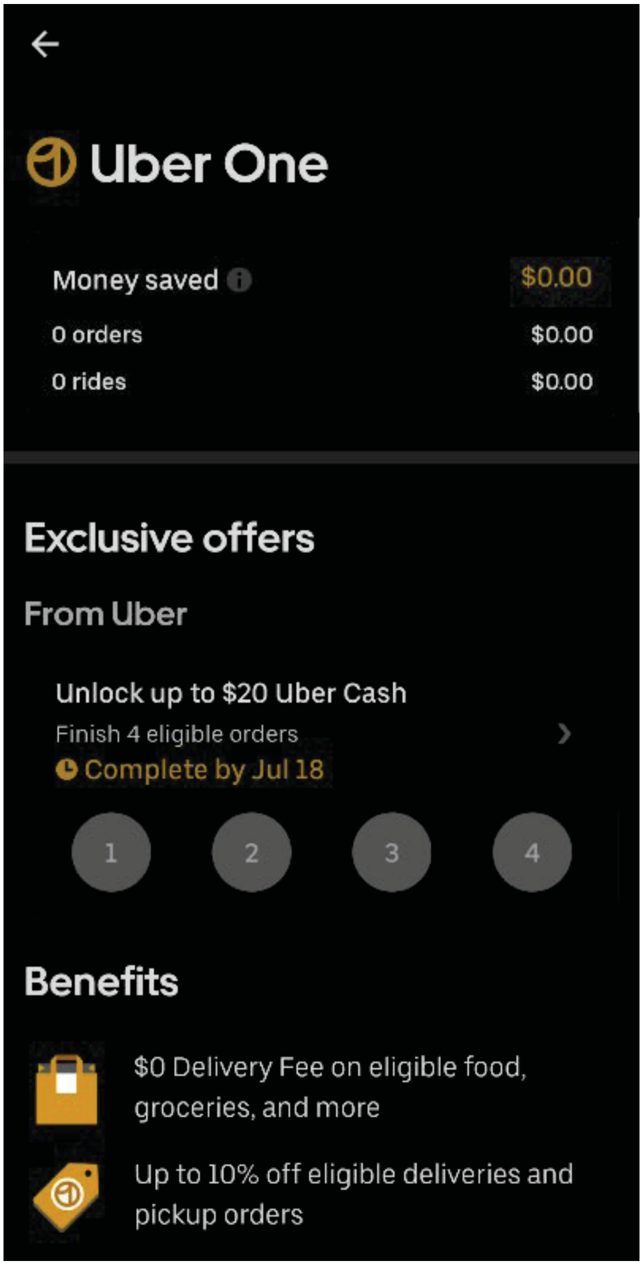

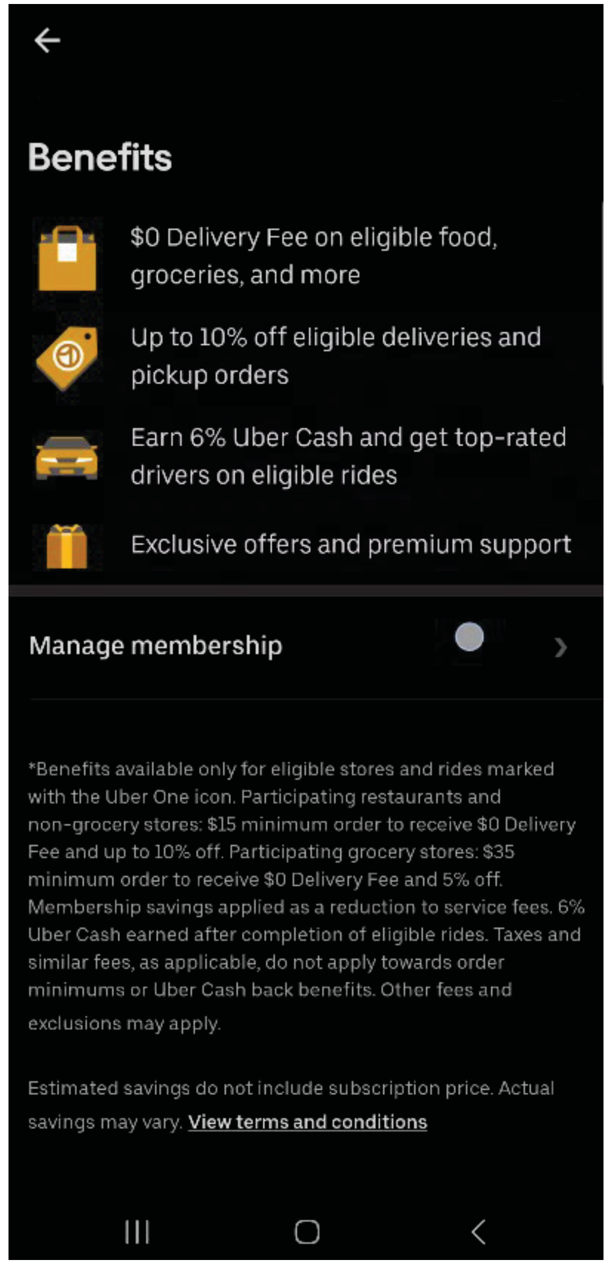

49. Next, near the bottom of the "Uber One" screen consumers must tap the "Manage membership" button. Once they tap "Manage Membership," they are directed to a new screen (shown below), which notes a purported renewal date and how much the consumer will be charged.

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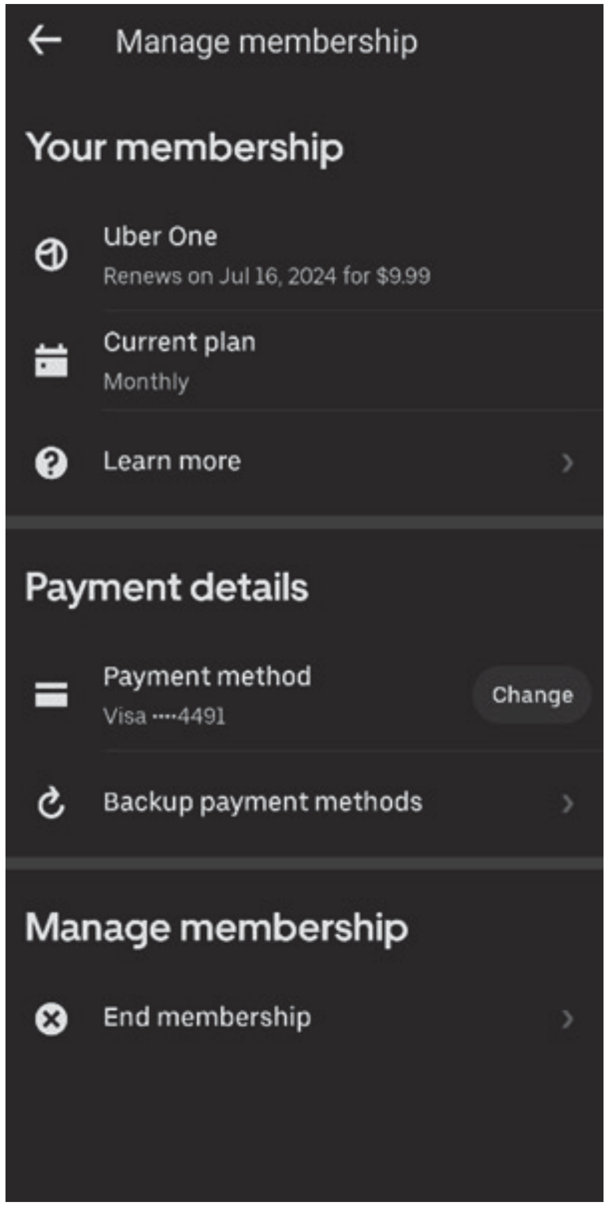
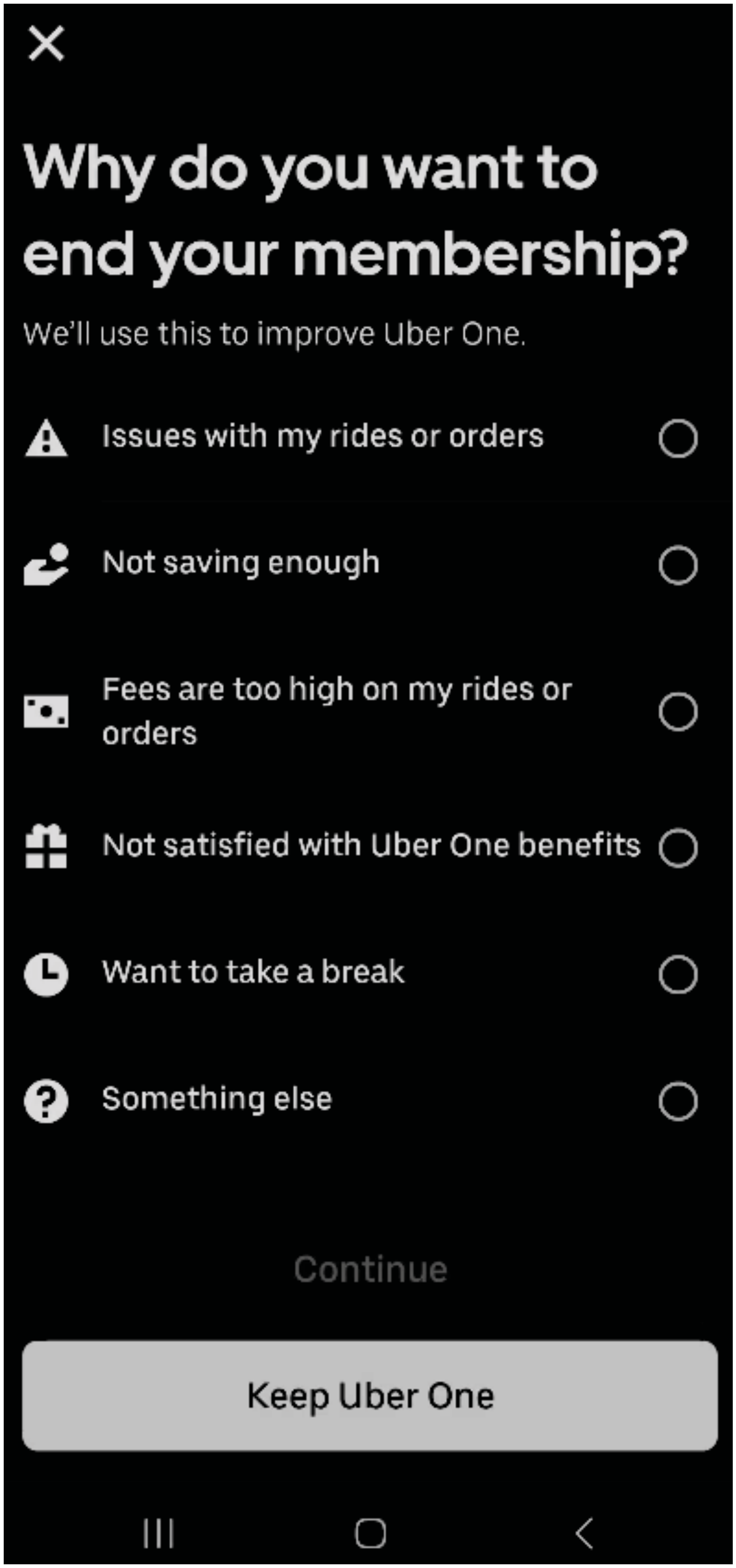


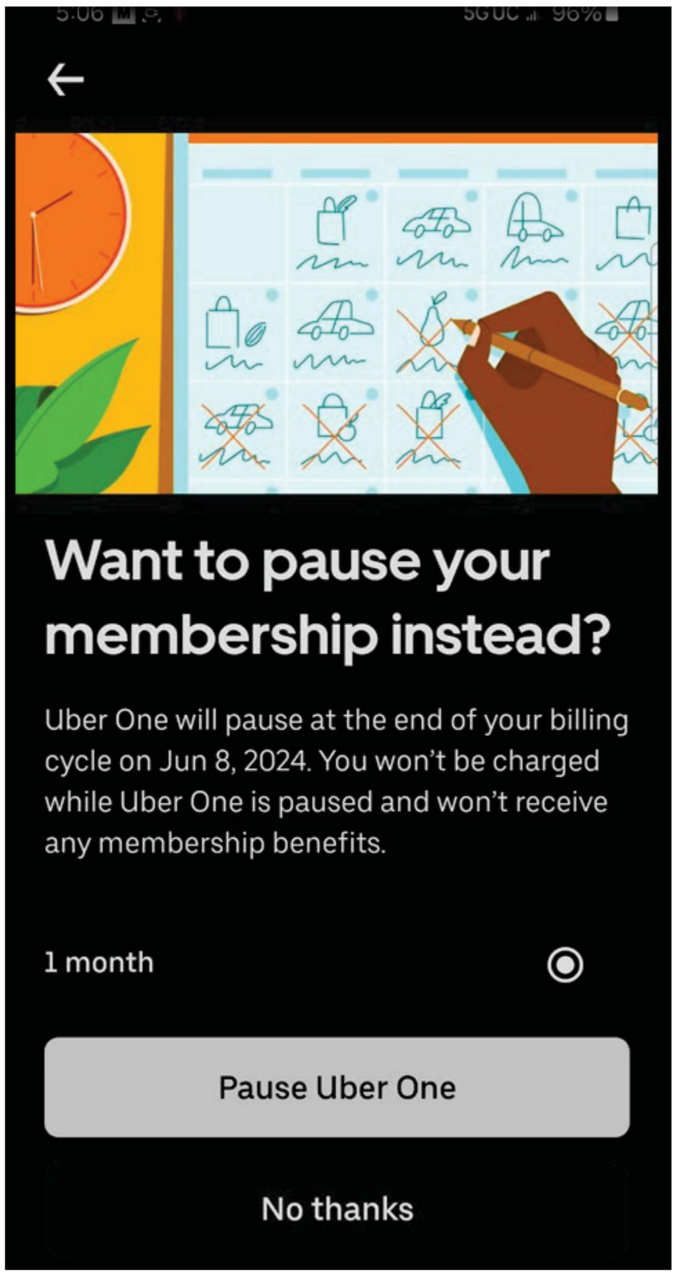
50. Scrolling to the bottom of this screen reveals another button in smaller text titled, "End membership." This is the first time in the process that consumers would see anything related to cancellation, indicating they are on the right track.

51. For a significant part of the relevant time period, this End Membership button was not visible to any consumers in the final 48 hours of their billing cycle. In fact, consumers attempting to cancel within 48 hours of their billing cycle would get to this page and have no way of knowing where to go next to proceed with cancellation. For those consumers lucky enough to have the button available to them, after a consumer taps the "End membership" button, the following screen has appeared:


Why do you want to end your membership?
We'll use this to improve Uber One.
Issues with my rides or orders
Not saving enough
Fees are too high on my rides or orders
Not satisfied with Uber One benefits
Want to take a break
Something else
Continue
Keep Uber One

52. Here, the consumer must answer a survey question about why they want to cancel their membership. While the consumer considers one of six preset answers to the survey question, a button at the bottom of the screen labeled "Keep Uber One" is prominently displayed in a bright gray textbox, while a second button labeled "Continue" is presented in a black textbox with dark gray text, faded into the black background. Consumers must go through different subsequent screens, depending on their answers to the survey. Consumers cannot proceed with cancellation unless they select an answer.

53. If the consumer picks an answer and taps the "Continue" button, then the following screen has appeared:



54. On this screen, Uber presents the consumer with the option to “pause” his or her membership for one month instead of cancelling. At the bottom of the screen, a button labeled “Pause Uber One” appears prominently in a bright gray textbox, while beneath it is a button labeled “No thanks” in a subdued black textbox with white font. Neither option mentions cancellation, making it unclear which button to choose to proceed with cancellation. Further, these buttons are flipped from their placement on the previous screen: On the previous screen the button to click to proceed with cancellation is on the top, whereas, on this screen, the button to click to proceed with cancellation is now on the bottom. This design interface steers the consumer who wishes to cancel away from the action they are trying to take: If a consumer intuitively clicks in the same place on both screens to move through the cancellation process, they will inadvertently abandon cancellation and merely pause their membership instead. Indeed, if the consumer taps the “Pause Uber One” button, either because of its placement or because there is no clear cancellation option, then his or her subscription is paused for one month but not cancelled. At the end of that month, consumers will be billed again in perpetuity unless they attempt the cancellation process again. Only by tapping the “No thanks” button may consumers continue with cancellation.

55. If the consumer correctly taps the “No thanks” button, the following screen has appeared:

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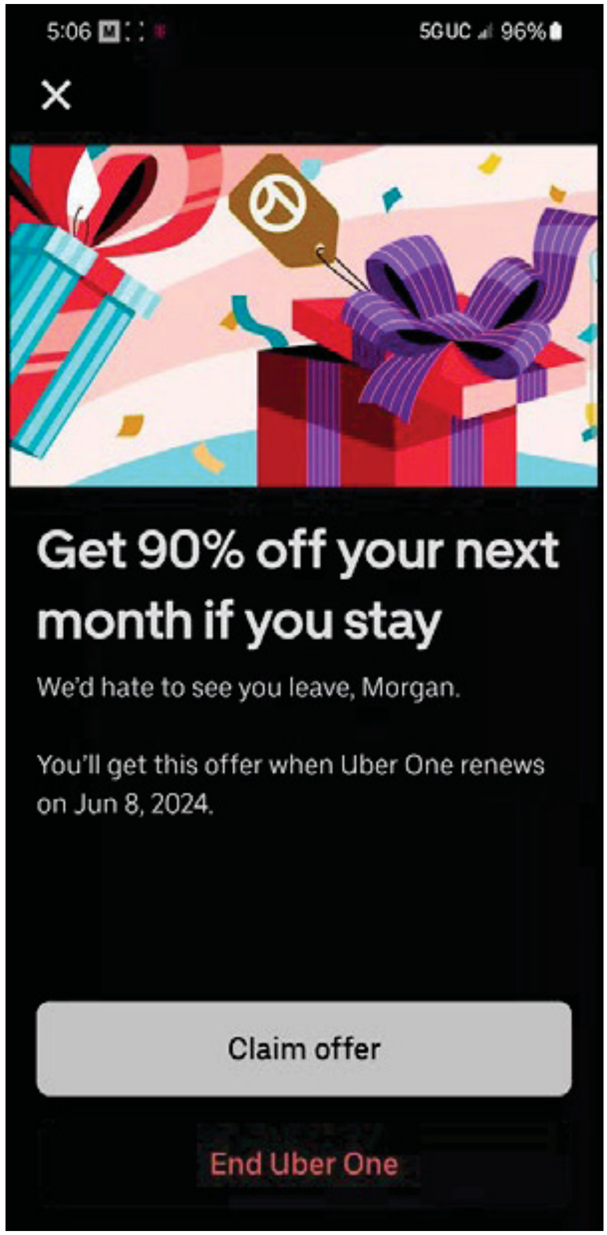

56. Here, Uber presents the consumer with yet another offer to continue their subscription at a lower rate for a limited time, usually one month. At the bottom of this screen, a button labeled "Claim Offer" appears in a bright gray textbox, while a button labeled "End Uber One" appears beneath it in a black textbox with red font. If the consumer taps the "Claim Offer" button, his or her subscription continues. After navigating at least 7 screens that require at least 12 different actions (assuming the consumer never clicked through any wrong paths), only then, selecting the red "End Uber One" button, may a consumer actually cancel his or her subscription.

57. Consumers regularly express their surprise, confusion, and frustration over Uber One's

tiresome and complicated cancellation process. *See* Second Amended Complaint at ¶ 79, *F.T.C. v. Uber Techs., Inc.*, No. 4:25-cv-03477-JST (N.D. Cal. May 4, 2026), ECF No. 199. In fact, the process is so challenging that it has spawned online tutorials attempting to explain how consumers can cancel Uber One, which have been viewed tens of thousands of times and include dozens of comments from fed up Uber One users. *Id.* The Federal Trade Commission listed the following consumer complaints about this in its pleading in *F.T.C. v. Uber Technologies, Inc.*:

- "I signed up for an uber one account within the uber eats app. I have been trying to cancel but when I go to the membership management tab it tells me to contact customer support and no number is listed. After fully exploring the app to find customer support number which is not anywhere in the uber eats app, I googled the number only to find it is no longer in service. When you call the provided number it tells you to go thru the app!"
- "I have an Uber One account, I try and cancel it and there's no direct way to do it through either the website or the app. Instructions given in the app is either outdated or does not work! There's no button to end the subscription! There's no phone number to contact Uber directly! There's no email service! The only way to communicate with the company as a rider is to go through their in-app help service- which simply opens a claim through which they may or may not contact you. I'm not an old or confused person, I work in tech. This is clearly a means to deceive customers or intentionally make it difficult to stop monthly payments."
- "[A] courtesy trial period is offered but the credit card is charged 24-48 hours before the end of the trial period. When the customer goes to cancel the membership before the end of the trial period there is no way to cancel the membership except to contact customer service. Customer service then informs that the charge is not refundable even though it was made before the end of the trial period and the membership has been cancelled. . . . Customers are also discouraged from making the cancellation themselves through the app by saying that all membership benefits will suddenly end which does not seem true. Then you are forced into this period where customer service can only cancel your membership and goes ahead and charges you anyway for an additional month."

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V. Uber Charges Consumers for the Uber One Service Without Their Knowledge or Consent

58. As a result of the foregoing practices, many consumers are charged for Uber One subscriptions without authorization or charged for Uber One subscriptions they never knowingly enrolled in.

59. Consumers often must dispute charges, seek refunds that are denied, or resort to cancelling credit or debit cards entirely to stop the recurring charges.

60. In some cases, Uber charges alternative payment methods stored in the app, as it did with Plaintiff after the primary card has been cancelled.

61. These injuries are not reasonably avoidable. Consumers who never consented to enrollment in an Uber One subscription would not know to cancel, and those who attempted to cancel could not reasonably anticipate that cancellation would be obstructed, ineffective, or ignored.

62. Uber’s deceptive, unfair, and illegal conduct confers no countervailing benefit to consumers or competition and results in significant financial harm, wasted time, confusion, and frustration.

63. As an immediate, direct, and proximate result of Defendants’ deceptive, unfair, and illegal business practices, Defendants injured Plaintiff and the Class members in that they paid money for Uber One subscriptions that they would not have otherwise purchased.

64. Plaintiff and the Class members incurred charges for a service they did not authorize. Plaintiff and the Class members would never have incurred these charges if Defendants had notified them of the charges and effectively requested authorization to continuously bill them.

65. Plaintiff and the Class members all paid money for Uber One subscriptions. However, had Defendants not engaged in the deceptive, unfair, and illegal conduct at issue, Plaintiff and the Class members would not have paid for Uber One subscriptions.

66. Furthermore, if the Uber One subscriptions had been easier to cancel, Plaintiff and the Class members would have cancelled them. Uber’s failure to provide an easy cancellation mechanism for Uber One caused Plaintiff and the Class members to continue to spend money on Uber One even though they wanted to discontinue the Uber One service.

67. For all of these reasons, Plaintiff and the Class members have suffered injury in fact and

lost money or property as a result of Defendants' wrongful conduct.

PLAINTIFF'S EXPERIENCE

68. Plaintiff Medrano uses the Uber Eats App. Medrano did not enroll in Uber One.

69. Uber caused Medrano to be signed up for the Uber One service, but it failed to obtain his express affirmative consent to sign up for Uber One or his express affirmative consent to have his Uber One subscription automatically renewed.

70. Medrano discovered that in August 2024, Defendants charged $9.99 to his Paypal account. Medrano attempted to cancel the charge; however, from October 22, 2024, to April 22, 2025, Defendants began charging Medrano's virtual Bank of America debit card $9.99 per month, again without his knowledge or consent. Even after Medrano disconnected the virtual debit card, Defendants began charging his debit card directly from May 22, 2025, until September 22, 2025. Medrano had to cancel his debit card for the charges to finally stop.

71. Plaintiff could not have reasonably avoided the injury he suffered because he did not knowingly sign up for the Uber One service.

72. Uber's failure to provide an easy cancellation mechanism for Uber One caused Plaintiff to continue to spend money on Uber One even though he wanted to discontinue the Uber One service. Medrano tried to cancel his subscription and stop the charges many times by contacting Defendants but was unsuccessful.

CLASS ACTION ALLEGATIONS

73. Plaintiff brings this class action pursuant to California Code of Civil Procedure section 382. Plaintiff seeks to represent a nationwide class defined as follows:

> **The Nationwide Class.** All persons in the United States who were charged by Defendants for an Uber One subscription without authorization from four years before the filing of this complaint to the present.

Plaintiff also seeks to represent a subclass defined as follows:

> **The California Subclass.** All persons in California who were charged by Defendants for an Uber One subscription without authorization from four years before the filing of this complaint to the present.

Together, the Nationwide Class and the California Subclass are the "Class."

74. Excluded from the Nationwide Class and the California Subclass are: (1) any Judge presiding over this action and members of their family; (2) Defendants, Defendants' subsidiaries, parents, successors, predecessors, and any entity in which Defendants or their parents have a controlling interest (as well as current or former employees, officers, and directors); (3) persons who properly execute and file a timely request for exclusion from the Class; (4) persons whose claims in this matter have been finally adjudicated on the merits or otherwise released; (5) Plaintiff's counsel and Defendants' counsel; and (6) the legal representatives, successors, and assigns of any such excluded persons.

75. Plaintiff reserves the right to amend the Class definitions or add a class or classes if discovery and/or further investigation reveal that the Class definitions should be narrowed, expanded, or otherwise amended.

76. Certification of Plaintiff's claims for class-wide treatment is appropriate because Plaintiff can prove the elements of his claims on a class-wide basis using the same evidence as individual Class members would use to prove those elements in individual actions alleging the same claims.

77. **Ascertainability.** The ascertainability requirement is met because the Class is defined in terms of objective characteristics and common transactional facts that make the ultimate identification of Class members possible when that identification becomes necessary. The Class definition is sufficient to allow a member of the Class to identify himself or herself as having a right to recover based on the Class description.

78. **Numerosity.** The size of the Class is so large that joinder of all Class members is impracticable. Due to the nature of Defendants' business, Plaintiff believes there are thousands of Class members geographically dispersed throughout California and the United States.

79. **Well-Defined Community of Interest.** As further alleged below, there is a well-defined community of interest with respect to the Class, since there are (1) predominant common questions of law or fact; (2) a Class representative with claims or defenses typical of the Class; and (3) a Class representative who can adequately represent the Class.

80. **Commonality and Predominance.** There are questions of law and fact common to the Class. These questions predominate over any questions affecting only individual Class members.

81. All Class members were exposed to Defendants' deceptive, unfair, and illegal conduct of charging consumers for Uber One subscriptions without their knowledge or consent.

82. Additional common legal and factual questions include but are not limited to:

i. whether Defendants engaged in the course of conduct alleged herein;

ii. what Defendants' cancellation process for Uber One is;

iii. whether Defendants' cancellation process for Uber One is easy to use;

iv. whether Defendants' imposed obstructions and delays in the Uber One cancellation process;

v. whether Defendants' conduct violates California's ARL;

vi. whether Defendants' conduct violates the UCL;

vii. whether Defendants converted Plaintiff's and the Class members' financial information for its benefit;

viii. whether Plaintiff and the Class members have suffered injury in fact and lost money or property as a result of Defendants' illegal, unfair, and deceptive conduct;

ix. whether Plaintiff and the Class members are entitled to actual damages and/or other monetary relief including restitution or disgorgement; and

x. whether Plaintiff and the Class members are entitled to declaratory and/or injunctive relief.

83. Defendants engaged in a common course of conduct in contravention of the laws Plaintiff seeks to enforce individually and on behalf of the other Class members. Similar or identical statutory and common law violations, business practices, and injuries are involved. Individual questions, if any, pale by comparison in both quality and quantity to the numerous common questions that dominate this action.

84. **Typicality.** Plaintiff's claims are typical of the claims of the Class because Defendants injured all Class members through the uniform misconduct described herein; all Class members were subject to Defendants' deceptive, unfair, and illegal practices, including the charging of Plaintiff and the Class members for Uber One subscriptions without their knowledge or consent; and Plaintiff seeks the same relief as the Class members.

85. There are no defenses available to Defendants that are unique to Plaintiff.

86. **Adequacy of Representation.** Plaintiff will fairly and adequately protect the interests of the Class members. Plaintiff has no conflict of interest with any member of the Class. Plaintiff has retained counsel competent and experienced in complex, class action litigation. Plaintiff will prosecute this action vigorously and is highly motivated to seek redress against Defendants.

87. **Superiority.** The class action mechanism is superior to other available means for the fair and efficient adjudication of this controversy for reasons including but not limited to the following:

i. The damages individual Class members suffered are small compared to the burden and expense of individual prosecution of the complex and extensive litigation needed to address Defendants' conduct.

ii. It would be virtually impossible for the individual Class members to redress the wrongs done to them effectively. Even if the Class members could afford such individual litigation, the court system could not. Individualized litigation would unnecessarily increase the delay and expense to all parties and to the court system and presents a potential for inconsistent or contradictory rulings and judgments. By contrast, the class action device presents far fewer management difficulties, allows the hearing of claims which might otherwise go unaddressed because of the relative expense of bringing individual lawsuits, and provides the benefits of single adjudication, economies of scale, and comprehensive supervision by a single court.

iii. The prosecution of separate actions by the individual members of the Class would create a risk of inconsistent or varying adjudications with respect to individual Class members, which would establish incompatible standards of conduct for Defendants.

iv. The prosecution of separate actions by individual Class members would create a risk of adjudications with respect to them that would, as a practical matter, be dispositive of the interests of other Class members not parties to the adjudications or that would substantively impair or impede their ability to protect their interests.

88. **Declaratory and Injunctive Relief.** Defendants' actions are generally applicable to the entire Class, thereby making final injunctive relief or corresponding declaratory relief appropriate with

respect to the Class as a whole.

89. **Notice.** Plaintiff and his counsel anticipate that notice to the proposed Class will be effectuated through recognized, Court-approved notice dissemination methods, which may include United States mail, electronic mail, Internet postings, and/or published notice.

<u>FIRST CAUSE OF ACTION</u>

Violation of California's Unfair Competition Law

CAL. BUS. & PROF. CODE § 17200 *et seq.*

By Plaintiff on Behalf of the Nationwide Class and the California Subclass Against All Defendants

90. Plaintiff re-alleges and incorporates by reference each and every allegation set forth in the preceding paragraphs as if fully set forth herein.

91. Plaintiff brings this cause of action against Defendants for violation of the UCL individually and on behalf of the Class, except Plaintiff brings his claim for violation of the unlawful prong due to violation of the ARL only on behalf of himself and the California Subclass.

92. The UCL prohibits any "unlawful, unfair or fraudulent business act or practice." CAL. BUS. & PROF. CODE § 17200.

93. As set forth below, Defendants' business acts and practices alleged herein constitute unlawful, unfair, and fraudulent business practices.

94. **Unlawful Prong.** The acts alleged herein are "unlawful" under the UCL in that, at least, they violate California's ARL.

95. California's ARL states that "[i]t is the intent of the Legislature to end the practice of ongoing charging of consumer credit or debit cards or third party payment accounts without the consumers' explicit consent for ongoing shipments of a product or ongoing deliveries of service." CAL. BUS. & PROF. CODE § 17600.

96. Under the ARL, "consumer" means "any individual who seeks or acquires, by purchase or lease, any goods, services, money, or credit for personal, family, or household purposes." CAL. BUS. & PROF. CODE § 17601(a)(4).

97. Plaintiff and the California Subclass members are each a "consumer" under the ARL.

98. Under the ARL, "automatic renewal" means "a plan, arrangement, or provision of a

contract that contains a free-to-pay conversion or in which a paid subscription or purchasing agreement is automatically renewed at the end of a definite term for a subsequent term." § 17601(a)(1).

99. Under the ARL, "continuous service" means "a plan, arrangement, or provision of a contract that contains a free-to-pay conversion or in which a paid subscription or purchasing agreement continues until the consumer cancels the service." § 17601(a)(5).

100. Defendants' Uber One subscription is an "automatic renewal" and a "continuous service" under the ARL.

101. Under the ARL, it is unlawful for any business that makes an automatic renewal offer or continuous service offer to a consumer in California to "[f]ail to present the automatic renewal offer terms or continuous service offer terms in a clear and conspicuous manner before the subscription or purchasing agreement is fulfilled and in visual proximity . . . to the request for consent to the offer." CAL. BUS. & PROF. CODE § 17602(a)(1). Further, "[i]f the offer also includes a free gift or trial, the offer shall include a clear and conspicuous explanation of the price that will be charged after the trial ends or the manner in which the subscription or purchasing agreement pricing will change upon conclusion of the trial." *Id.*

102. Under the ARL, "clear and conspicuous" means "in larger type than the surrounding text, or in contrasting type, font, or color to the surrounding text of the same size, or set off from the surrounding text of the same size by symbols or other marks, in a manner that clearly calls attention to the language." CAL. BUS. & PROF. CODE § 17601(a)(3).

103. In violation of section 17602(a)(1), Uber repeatedly automatically charged Plaintiff and the California Subclass members for Uber One subscriptions, but it failed to present the Uber One automatic renewal terms, including the price, in a clear and conspicuous manner in visual proximity to the request for consent to the offer before charging Plaintiff and the California Subclass members for the Uber One subscriptions.

104. Under the ARL, it is unlawful for any business that makes an automatic renewal offer or continuous service offer to a consumer in California to "[c]harge the consumer's credit or debit card, or the consumer's account with a third party, for an automatic renewal or continuous service without first obtaining the consumer's affirmative consent to the agreement containing the automatic renewal offer terms or continuous service offer terms, including the terms of an automatic renewal offer or continuous

service offer that is made at a promotional or discounted price for a limited period of time." CAL. BUS. & PROF. CODE § 17602(a)(2).

105. In violation of section 17602(a)(2), Uber charged Plaintiff and the California Subclass members for automatic Uber One subscription renewals without first obtaining their affirmative consent to the agreement containing the automatic renewal offer or continuous service offer terms.

106. Under the ARL, it is unlawful for any business that makes an automatic renewal offer or continuous service offer to a consumer in California to "[f]ail to provide an acknowledgment that includes the automatic renewal offer terms or continuous service offer terms, cancellation policy, and information regarding how to cancel in a manner that is capable of being retained by the consumer." CAL. BUS. & PROF. CODE § 17602(a)(3). Further, "[i]f the automatic renewal offer or continuous service offer includes a free gift or trial, the business shall also disclose in the acknowledgment how to cancel, and allow the consumer to cancel, the automatic renewal or continuous service before the consumer pays for the goods or services." *Id.*

107. In violation of section 17602(a)(3), Uber failed to provide Plaintiff and the California Subclass members with an acknowledgment that includes the automatic renewal offer terms or continuous service offer terms, cancellation policy, and information regarding how to cancel in a manner that is capable of being retained by the consumer.

108. Under the ARL, it is unlawful for any business that makes an automatic renewal offer or continuous service offer to a consumer in California to "[f]ail to obtain the consumer's express affirmative consent to the automatic renewal or continuous service offer terms." CAL. BUS. & PROF. CODE § 17602(a)(4).

109. In violation of section 17602(a)(4), Uber repeatedly automatically charged Plaintiff and the California Subclass members for Uber One subscriptions, but it failed to obtain their affirmative consent to the subscriptions.

110. The ARL requires a business that makes an automatic renewal offer or continuous service offer to provide a "cost-effective, timely, and easy-to-use mechanism for cancellation." CAL. BUS. & PROF. CODE § 17602(c)(1).

111. In violation of section 17602(c)(1), the cancellation process for Defendants' Uber One

subscriptions is unreasonably difficult and is the opposite of easy to use, as set forth herein.

112. Under the ARL, "a business that allows a consumer to accept an automatic renewal or continuous service offer online shall allow a consumer to terminate the automatic renewal or continuous service exclusively online, at will, and without engaging any further steps that obstruct or delay the consumer's ability to terminate the automatic renewal or continuous service immediately." § 17602(d)(1). The online method of termination must be either a "prominently located direct link or button which may be located within either a customer account or profile, or within either device or user settings" or an "immediately accessible termination email formatted and provided by the business that a consumer can send to the business without additional information." § 17602(d)(1)(A)-(B).

113. In violation of section 17602(d)(1), Uber's online cancellation process did not allow Plaintiff and the California Subclass members to terminate their Uber One subscriptions online at will, and instead imposed further steps that obstructed and delayed Plaintiff's and the California Subclass members' ability to terminate their Uber One subscriptions.

114. Plaintiff and the California Subclass members would have cancelled their Uber One subscriptions if it had been easy to do so.

115. Uber's failure to provide an easy cancellation mechanism for Uber One caused Plaintiff and the California Subclass members to continue to spend money on Uber One even though they wanted to discontinue the Uber One service.

116. **Unfair Prong.** Defendants' actions and representations constitute "unfair" business acts or practices under the UCL in that Defendants' conduct is substantially injurious to consumers, offends public policy, and is immoral, unethical, oppressive, and unscrupulous, as the gravity of the conduct outweighs any alleged benefits attributable to such conduct.

117. Without limitation, Defendants' unfair business practices include: (i) charging Plaintiff and the Class members for Uber One subscriptions without their knowledge or consent, and (ii) making it unreasonably difficult for Plaintiff and the Class members to cancel their Uber One subscriptions. Such conduct by Uber is "unfair" because it offends established public policy and/or is immoral, unethical, oppressive, unscrupulous, and/or substantially injurious to consumers. Defendants' conduct also was and is unfair because the consumer injury was substantial, not outweighed by benefits to consumers or

competition, and not one consumer themselves could reasonably have avoided.

118. **Fraudulent Prong.** A statement or practice is "fraudulent" under the UCL if it is likely to mislead or deceive the public, applying an objective reasonable consumer test.

119. As set forth herein, Defendants' conduct regarding the Uber One service was and is likely to mislead or deceive the public because a significant portion of the general consuming public, acting reasonably in the circumstances, could be misled by Defendants' conduct. Defendants' deceptive conduct includes: (i) charging Plaintiff and the Class members for Uber One subscriptions without their knowledge or consent, and (ii) making it unreasonably difficult for Plaintiff and the Class members to cancel their Uber One subscriptions.

120. **Defendants' Violations of the UCL Caused Plaintiff's and the Class Members' Injuries.** As a direct and proximate result of Defendants' illegal, unfair, and deceptive business practices, Plaintiff and the Class members have suffered injury-in-fact and lost money or property, including but not limited to expending money on Uber One subscription services that they did not consent to and that they wanted to cancel (but did not because cancellation was unreasonably difficult).

121. As a direct and proximate result of Defendants' illegal, unfair, and deceptive business practices, Defendants have been unjustly enriched and should be ordered to make restitution to Plaintiff and the Class members pursuant to California Business and Professions Code sections 17203 and 17204.

122. Defendants' illegal, unfair, and deceptive business practices described herein present a continuing threat to Plaintiff, the Class, and the members of the public in that Defendants persist and continue to engage in these practices, and will not cease doing so unless and until forced to do so by this Court. Defendants' conduct is causing, and will continue to cause, irreparable injury to Plaintiff and the Class unless enjoined or restrained. In accordance with California Business and Professions Code section 17203, Plaintiff and the Class members seek an order enjoining Defendants from continuing to conduct business through illegal, unfair, and deceptive acts and practices.

SECOND CAUSE OF ACTION

Conversion under California Law

By Plaintiff on Behalf of the Class Against All Defendants

123. Plaintiff re-alleges and incorporates by reference each and every allegation set forth in the

preceding paragraphs as if fully set forth herein.

124. Plaintiff brings this cause of action against Defendants for conversion under California law individually and on behalf of the Class.

125. Plaintiff and the Class had a right to possess credit and debit card accounts.

126. Defendants substantially interfered with Plaintiff and the Class's property by knowingly or intentionally using Plaintiff and the Class's account information to process unauthorized charges for Defendants' service and refused to and/or made it difficult as alleged in this complaint to reverse charges.

127. Plaintiff and the Class did not consent to the use of their account information to process the charges to their accounts.

128. Plaintiff and the Class were harmed, and Defendants' conduct was a substantial factor in causing Plaintiff and the Class harm.

THIRD CAUSE OF ACTION

Unjust Enrichment under California Law

By Plaintiff on Behalf of the Class Against All Defendants

129. Plaintiff re-alleges and incorporates by reference each and every allegation set forth in the preceding paragraphs as if fully set forth herein.

130. Plaintiff brings this cause of action against Defendants for unjust enrichment under California law individually and on behalf of the Class.

131. Defendants unjustly enriched themselves at the expense of Plaintiff and the Class by charging for Uber One subscriptions without Plaintiff's and the Class members' authorization and by repeatedly charging for Uber One subscriptions, all while failing to provide an easy to use cancellation process.

132. By paying for Uber One subscriptions, Plaintiff and the Class members conferred a benefit on Defendants in the form of the purchase price for an Uber One subscription.

133. Defendants had knowledge of and appreciated such benefit.

134. Defendants' acceptance and retention of the benefit is inequitable and unjust because the benefit was obtained by Defendants' illegal, unfair, and deceptive conduct of charging Plaintiff and the Class for Uber One subscriptions without their consent and without providing them an easy to use method

of cancellation.

135. Defendants were unjustly enriched each time they charged Plaintiff and the Class for a subscription to Uber One without authorization. Each charge was a separate act of unjust enrichment.

136. It would be against equity and good conscience to permit Defendants to continue to retain the money they obtained for Uber One subscriptions at the expense of Plaintiff and the Class. Accordingly, Plaintiff seeks an award pursuant to this cause of action for unjust enrichment of restitution and/or disgorgement of Defendants' ill-gotten gains from charging for unauthorized Uber One subscriptions. In addition, Plaintiff seeks for the benefit of existing and potential customers of Uber in the United States an order enjoining Defendants from continuing to unjustly enrich themselves and to commence corrective action.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of all others similarly situated, prays for relief and judgment, including of entry of an order:

A. certifying the proposed Class under California Code of Civil Procedure section 382, as set forth above; appointing Plaintiff as Class representative; and appointing Plaintiff's counsel as Class counsel;

B. directing that Defendants bear the costs of any notice sent to the Class;

C. declaring that Defendants have committed the violations of law alleged herein;

D. providing for any and all injunctive relief the Court deems appropriate;

E. awarding monetary damages, including but not limited to any compensatory, incidental, or consequential damages in an amount that the Court or jury will determine, in accordance with applicable law;

F. providing for any and all equitable monetary relief the Court deems appropriate;

G. awarding punitive or exemplary damages in accordance with proof and in an amount consistent with applicable precedent;

H. awarding reasonable attorneys' fees and litigation costs to Plaintiff and members of the Class;

I. awarding pre- and post-judgment interest to the extent the law allows; and

J. providing such other and further relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury on all claims so triable.

Respectfully submitted,

Date: July 17, 2026

REESE LLP

By: *_/s/ George V. Granade_*
George V. Granade (State Bar No. 316050)
ggranade@reesellp.com
8484 Wilshire Boulevard, Suite 515
Los Angeles, California 90211
Telephone: (310) 393-0070

REESE LLP
Michael R. Reese (State Bar No. 206773)
mreese@reesellp.com
100 West 93rd Street, 16th Floor
New York, New York 10025
Telephone: (212) 643-0500

LAW OFFICES OF FARRIS AIN, APC
Farris E. Ain, Esq. (State Bar No. 228045)
eservice@ainlaw.com
1822A E Route 66 # 272
Glendora, California 91740
Telephone: (909) 626-1166

Counsel for Plaintiff Manuel Medrano and the Proposed Class