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Counsel for Plaintiff and the Proposed Class

United States District Court
Southern District of New York

Sonia Spates individually and on behalf of
all others similarly situated

Plaintiff

- against -

Uber Technologies Inc.

Defendant

Case No. 21-cv-10155

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

Plaintiff Sonia Spates (“Plaintiff” or “Ms. Spates”), on behalf of herself and all others similarly situated (“the Class”), brings this action against Uber Technologies Inc. (“Defendant”) based upon Defendant’s misrepresentations concerning its “Upfront Pricing” for Uber rides.

INTRODUCTION

1. Defendant develops, markets and, facilitates the sale of shared rides through its well-known Uber ride-hailing app (“the App”). Starting in 2016 and continuing through to today, Defendant marketed its App as having Upfront Pricing - a feature Defendant claimed provided accuracy, transparency, simplicity, and certainty to riders by notifying them of the total cost of a ride prior to purchase. Unfortunately for consumers this was and is untrue, as Defendant routinely overcharged consumers.

2. This is a class action on behalf of New York consumers who used Defendant’s App, and were charged more than the price they were quoted at the beginning of their ride (*i.e.* the “upfront price.”).

3. In a classic bait and switch scheme, under the so-called Upfront Pricing, Defendant promises consumers one price to entice them to use Uber for transportation, to then surreptitiously charge the consumers a highly price later.

4. Defendant was able to accomplish this scheme because it had received the consumers’ method of payment at or before the time Uber gave consumers the upfront price, but then charged the consumers’ credit card or method of payment a higher price later on. Indeed, many consumers were overcharged on their credit cards and other payments methods and are unaware of it still to this day. Defendant’s records, however, are able to show each and every one of the overcharges during the class period.

5. Defendant claims, “we strive to be clear about pricing, matching, and how our

technology affects riders and drivers,”¹ and Defendant claims Upfront Pricing “gives you the information you need to choose the ride that best meets your needs and budget.”² This is false and deceptive as it does not.

6. Defendant’s claim that “riders *no longer have to guess at prices*, they can avoid *surprises*, even when it’s surging, and make better choices about which ride is right for their needs” is likewise false and misleading.³

7. Likewise, Defendant represents that Upfront Pricing is so simple it involves “no complicated math and no surprises”⁴

8. The deception is simple: the upfront price presented to consumers was false and misleading, as Defendant routinely charged consumers on their credit cards and other payment methods a higher amount than that presented to the consumer.

PARTIES

9. Plaintiff Spates is a resident of Bronx, New York. Plaintiff purchased Defendant’s service in the Bronx during the Class Period. On multiple occasions, including in September 2021, before using the service she was quoted a price but was ultimately charged a higher price. Plaintiff relied on Defendants’ false, misleading, and deceptive price in purchasing the service. Had Plaintiff known the truth – that the upfront price was false, misleading, and deceptive – Plaintiff would not have purchased the service. Plaintiff brings the claims below seeking damages, actual and statutory, as well as injunctive relief.

10. Defendant Uber Technologies, Inc., (“Uber”) is incorporated in Delaware and has its principal place of business in San Francisco, California.

¹ <https://marketplace.uber.com/principles>.

² <https://www.uber.com/us/en/ride/how-uber-works/upfront-pricing/>.

³ <https://marketplace.uber.com/pricing/upfront-pricing>.

⁴ <https://www.uber.com/newsroom/upfront-fares-no-math-and-no-surprises/>.

11. Plaintiff would purchase the service again if there were assurances that the Upfront Pricing was no longer misleading.

JURISDICTION & VENUE

12. Jurisdiction is proper pursuant to 28 U.S.C. § 1332(d)(2).

13. Upon information and belief, the aggregate amount in controversy is more than \$5,000,000.00, exclusive of interests and costs.

14. This court has personal jurisdiction over Defendant because it conducts and transacts business within New York and contracts to supply and supplies services within New York.

15. Venue is proper because Plaintiff and many class members reside in this District, Defendants do business in this District and in New York, and a substantial part of events and omissions giving rise to the claims occurred in this District.

ADDITIONAL FACTUAL ALLEGATIONS APPLICABLE TO ALL COUNTS

16. Defendant has consistently touted Upfront Pricing as a way for consumers to determine their total fares before purchasing rides, and Defendant has consistently represented to consumers that Upfront Pricing avoids surprises.

17. This action is brought because Upfront Pricing often does not provide the total fare and consumers often are surprised (if they ever find out) that their ultimate fare differs from the Upfront Pricing fare they were quoted, resulting in them being charged an amount more than they were told when they agreed to the ride in the first place.

18. When there is a difference between the fare as quoted through Upfront Pricing and the final fare, the final fare is always higher than the quoted fare; it is never lower.

Uber's Pricing Methods

19. Beginning in the fall of 2016, Defendant started Upfront Pricing.

20. Uber’s “Upfront Pricing” includes a base rate based on the time and distance for a trip, upcharges for busy times and areas, and, in some instances, a flat booking fee and/or tolls and charges, all of which is presented to the consumer before the ride is purchased.

21. In the normal course of business, Defendant maintains records regarding when and how each rider registers for the App.

22. In the normal course of its business, Defendant maintains records regarding the number of trips taken by riders using the App.

23. Defendant is able to identify and reproduce for each rider and each ride the “upfront” price that was quoted before the ride was purchased and the final, actual overcharge to each rider after each ride has ended (typically without the consumer’s knowledge).

Defendant’s Representations Regarding Upfront Pricing

24. Defendant placed the App into the stream of commerce and utilized Upfront Pricing to offer for sale and to sell shared rides to consumers including Plaintiff and Class members in New York.

25. Defendant placed the App into the stream of commerce and utilized Upfront Pricing with knowledge and intent that consumers would rely on Upfront Pricing to choose between competing ride-share opportunities and when using the App to purchase rides.

26. The App purports to show consumers the total cost of their ride in advance of booking the ride, which Defendant has made a feature of its marketing and advertising of itself and the App in order to gain competitive advantage in the marketplace.

27. Defendant’s blog at uber.com confirms the materiality of Upfront Pricing to consumer decision-making based upon the “certainty” that Upfront Pricing purportedly provides:

“Why upfront fares? To help create certainty[.] In cities where upfront fares have been introduced, data shows that *riders tend to request more because*

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