

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

Sonia Spates, *individually on behalf of herself
and all others similarly situated,*

Plaintiff,

– against –

Uber Technologies, Inc.,

Defendants.

No. 1:21-cv-10155-ALC

**PLAINTIFFS' MEMORANDUM OF
LAW IN OPPOSITION TO MOTION TO
COMPEL ARBITRATION**

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Plaintiff Sonia Spates (“Plaintiff”) hereby submits the following in opposition to the motion by Uber Technologies, Inc. (“Defendant” or “Uber”) to compel arbitration, ECF No. 8 (“Motion” or “Mot.”).

INTRODUCTION

Uber moves to compel arbitration, claiming that Plaintiff ignored the binding arbitration agreement that covers her claims. Uber fails to disclose a crucial fact: Uber sued the American Arbitration Association (“AAA”), the sole arbitral body that it designated in its Terms of Use, and refused to pay the AAA tens of millions of dollars in arbitration fees. But this is no simple fee dispute. In *Uber Technologies, Inc. v. American Arbitration Association, Inc.*, Index No. 655549/2021, currently pending in New York state court, Uber accused the AAA of taking advantage of “a ransom orchestrated by politically-motivated lawyers” in order to make an “exorbitant demand” that would result in a windfall for its arbitrators. *See* Uber’s Declaratory Judgment Complaint, attached as Ex. 1 to Declaration of Sue J. Nam in Opposition to Defendant’s Motion to Compel Arbitration (“Nam Decl.”), at ¶¶ 1, 73-79. Uber alleged that the AAA is voluntarily “playing along” with efforts to “punish Uber for supporting the Black community in the wake of George Floyd’s murder.” *Id.* at ¶ 1. Uber in effect suggested that the AAA may be tainted by greed and/or racial insensitivity. Uber also claimed that the AAA acted unreasonably, unjustly, unconscionably, unlawfully, and unfairly. *See, e.g., id.* at ¶¶ 1, 4, 7, 76, 92, 96, 97, 98, 106, 107, 112, 113. In light of these grave allegations, Uber’s claim that “this lawsuit has nothing to do with the merits of any underlying arbitral dispute,” *id.* at ¶ 2, rings hollow.

Rather than avail itself of private arbitration, which Uber imposes on its users, Uber chose to publicly air its grievances against the AAA and expressly called into question the integrity of the AAA, the one and only arbitral organization that it mandates in its Terms of Use. As a result, the delegation clause—and the entire mandatory arbitration provision—is unconscionable and

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