CANADA

PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

NO: 500-06-001396-254

(Class Action)
SUPERIOR COURT

CYNTHIA [redacted]

Applicant

v.

UBER TECHNOLOGIES INC., legal person having its head office at 160 Greentree Drive, Suite 101, Dover, Kent, Delaware, 19904, U.S.A.

and

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

and

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

and

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

and

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

Defendants

APPLICATION TO AUTHORIZE THE BRINGING OF A CLASS ACTION
(ARTICLES 571 AND FOLLOWING C.C.P.)

TO ONE OF THE HONOURABLE JUDGES OF THE SUPERIOR COURT, SITTING IN AND FOR THE DISTRICT OF MONTREAL, THE APPLICANT STATES:

I. INTRODUCTION

1. The Applicant wishes to institute a class action on behalf of the following class, of which she is a member, namely:

Class:	**Groupe :**
All persons in Quebec who, after placing a grocery delivery order on Uber Eats, were charged any amounts by Uber for items that were not precisely indicated in the contract;	Toutes les personnes au Québec qui, après avoir passé une commande de livraison d'épicerie sur Uber Eats, se sont vu facturer par Uber des montants pour des articles qui n'étaient pas mentionnés de façon précise dans le contrat;
or any other Class to be determined by the Court.	ou tout autre groupe à être déterminé par la Cour.

2. This class action seeks to put an end to Uber's illegal practice of unilaterally replacing an item ordered on Uber Eats by a consumer, for another item – often at an additional charge – that the consumer never requested;

3. Indeed, Uber has always been aware that the most important issue with their grocery delivery is client dissatisfaction for out-of-stock items. Applicant here refers to an article published on Uber's website on March 3, 2023, by Therese Lim, Head of Product Management, Grocery + New Verticals communicated herewith as **Exhibit P-1**:

> "**Out of stock items**
>
> Without fail, the shopping issue we hear most from couriers about is out of stock items — it is consistently the #1 point of dissatisfaction in surveys. **In fact, as many as one in five grocery orders include at least one out-of-stock item, so it happens frequently!** What should they do if they can't find the exact product their customer is looking for? How can they make sure they're replacing it with the best possible substitution — without wasting a ton of precious time?
>
> Over the past few months, we've completely redesigned the experience to make handling out of stock items easier. Today, when shoppers indicate they can't find the originally requested

> item in-store, their app will show them a list of suggested substitutions that are based on similar brands and items so there's no need for guesswork. They can then send that suggestion to their customer directly in the app for review so they can be confident that they are getting what the customer wants — and move right along.
>
> In testing, shoppers have let us know that the new experience is a win: among other things it reduces their in-store time considerably — a win for earners and for their hungry customers at home.
>
> "It was great to have replacement options right when I pressed 'unavailable' for the item," said one. "The previous way of being required to take a picture of nearby items just wasn't as useful""

4. The problem is that in Quebec, the Uber Eats application enables the "shopper" (which is in fact an agent mandated by Uber Eats) to unilaterally replace out-of-stock items ordered by Quebec consumers for other items (often more expensive), without obtaining their prior consent. This is all the more problematic because this unilateral decision comes after the consumer chose and paid for their items, and were informed by Uber Eats that these items were available (see s. 222(g) CPA);

II. CONDITIONS REQUIRED TO AUTHORIZE THIS CLASS ACTION (S. 575 C.C.P.):

A) THE FACTS ALLEGED APPEAR TO JUSTIFY THE CONCLUSIONS SOUGHT:

5. The Applicant is a consumer within the meaning of Quebec's *Consumer Protection Act* (the "**C.P.A.**");

6. Together, Defendants Uber Technologies Inc., Uber Rasier Canada Inc., Uber Portier Canada Inc., Uber Castor Canada Inc., and Uber Canada Inc. (collectively referred to herein as "**Uber**") control the Uber Eats platform. The extracts of the Defendants' legal entity information are communicated *en liasse* as **Exhibit P-2**;

7. The Applicant uses Uber's platform for its "Uber Eats" service and its grocery "delivery" service. A copy of Uber's Terms and Conditions for these services is communicated in English and French *en liasse* as **Exhibit P-3**;

8. On January 7, 2025, at 5:27 p.m., the Applicant ordered nine (9) grocery items on Uber Eats, as it appears from her Uber receipt communicated as **Exhibit P-4**;

9. As it appears from her purchase confirmation, 2 of the 9 items she ordered were labelled unavailable and impossible to replace "***Indisponible – Impossible à remplacer***". As such, these items were, correctly, never charged to the Applicant's credit card ($0.00);

10. In contrast, and to the Applicant's surprise, when she received her order, she realized that several items were not consistent with what she ordered, namely:

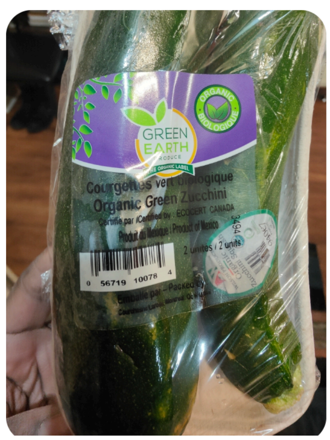
Item **Ordered** by Applicant (Exhibit P-4)	Item **Delivered** to Applicant by Uber
A. Boeuf haché mi-maigre – poids final 0.53 kg for a total of **$7.78**	A. Boeuf haché mi-maigre – poids final 1.3 kg at **$17.17**
B. One Courgette Grise – Grey Zucchini Squash for **$0.99**	B. A pack of two organic zucchini for **$5.99**
C. Laitue iceberg for **$2.99**	C. Cabbage at an unknown price

11. As it appears from the above, the Applicant was notably charged $9.39 more for the ground beef and $5.00 more for the zucchini than what she had agreed to and expected to be charged;

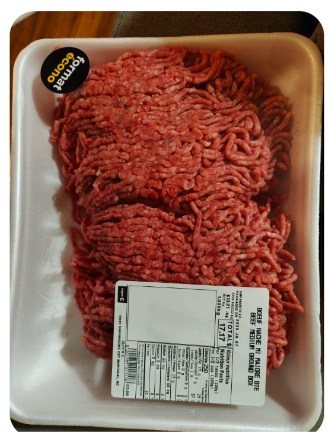
12. On the night of her order, at 23h08, the Applicant contacted Uber's support team through their chat service to request a refund since she had never given her consent to purchase these items and none of these items were suggested as replacement items, as it appears from the chat transcript of January 7, 2025, communicated as **Exhibit P-5**;

13. The representative only asked the Applicant a single question whereby he requested the Applicant provide a picture of each of the items she did not order, which she immediately sent him, as it appears from Exhibit P-5:

cynthia k. - Jan, 11:13 pm



cynthia k. - Jan, 11:13 pm



cynthia k. - Jan, 11:13 pm

14. Within 10 minutes, and after declaring that he was going to provide her with the "*best resolution for this concern*", the representative got back to her and resolutely determined that Uber would not be able to refund any of the items:

> Sorry Dear after a deep inspection, I want to apologize and inform you that we are unable to make a refund for it.
>
> Gaurav - Jan, 11:23 pm
>
> If you have other concerns, please let me know. I'll be happy to assist you.
>
> Gaurav - Jan, 11:24 pm

15. However, just a couple minutes later, the representative changed his response and decided to give her a refund for delivering a cabbage instead of the iceberg lettuce she ordered "*to make things right*", and declared her refund would only be of **$3.32**, including taxes and the service fee:

> I am going to make a refund for the Laitue iceberg only.
>
> Gaurav - Jan, 11:25 pm
>
> To make things right, I'm requesting a refund for the item. Would you like to take it in Uber Cash or the original payment mode? Refund details: 1-Original payment method (3-5 days wait) and 2-Uber Cash (can be used immediately)
>
> Gaurav - Jan, 11:25 pm
>
> As I did not get a response from your end so I am initiating the refund amount into your original payment method.
>
> Gaurav - Jan, 11:27 pm
>
> To try and make this right. I have gone ahead and refunded you $3.32 including taxes and service fee. Your refund will be processed within 3-5 business days.
>
> Gaurav - Jan, 11:27 pm

16. Therefore, Uber nonetheless charged the Applicant's credit card an amount of **$15.31** in "*Adjustments*" on account of the extra costs for the 1.3 kg of beef and the organic zucchini), as it appears from the updated invoice the Applicant received after the chat with customer service communicated as **Exhibit P-6**;

17. The Applicant here notes that the difference in cost for the 1.3 kg of beef ($17.17-$7.78 = **$9.39**) and the organic zucchini ($5.99-$0.99 = **$5.00**) totals $14.39 instead of the $15.31 she was charged. Therefore, despite the agent's contention that Uber was going to "*make a refund for the laitue iceberg*", the Applicant was still charged an extra amount of **$0.92** for the cabbage she never ordered, as it appears from Exhibit P-6;

18. In total, she was refunded exactly $3.32 ($3.28 + $0.04 to, according to Uber's representative, account for the cabbage, tax on the cabbage, and the service fee), although the invoice does not include a line item to indicate the amount attributable to the refund of any portion of the service fee of **$5.04**;

19. Worse, the practice of charging consumers for more expensive grocery items has occurred repeatedly, since again on May 29, 2025, the Applicant received another incorrect order; receiving cabbage instead of lettuce for a second time and receiving 1.36 kg of red onions instead of the single jumbo red onion she ordered, both of which were more expensive. The Applicant was again obligated to contact customer support to request a refund and after speaking with several agents, she was finally refunded both items;

20. Applicant here alleges that Uber's customer service is notoriously difficulty and very difficult to reach. Consumers can only communicate with Uber via chat, and often it seems that the consumer is not chatting with a real human, but a robot with limited responses to the actual issue raised by the consumer. The wait times are also extremely long and the agents offer transfer to other agents, forcing the consumer to begin from scratch;

21. Being charged for unauthorized substitutions has occurred several times in the past to the Applicant to the point where the Applicant has given up disputing them due to the time and effort involved with challenging or contacting Uber. Unless the Applicant or other consumers in the same situation contact Uber themselves each and every time they need to correct a charge for a grocery item they never ordered, Uber will not offer a refund – and even then Uber often does not refund at all;

22. This undue burden on consumers is part of a dishonest business practice whereby consumers' grocery items are replaced with more expensive items without their prior consent despite Uber's faculty to simply obtain such consent on their platform before unilaterally changing their order and charging consumers more than they agreed to pay – especially for items they never ordered;

23. Indeed, Uber unilaterally sets a default setting on consumers' accounts in the mobile application whereby the Uber "shopper" is automatically authorized to replace unavailable items with similar ones, as it appears from the steps before purchasing grocery items for delivery on the Uber Eats app, communicated herewith *en liasse* as **Exhibit P-7**;

24. As it appears from page 3 of Exhibit P-7, the default option "*Replace with any similar item*" includes the statement that "*Shopper will let you know what they pick*", such

that the Applicant understood that any replacements – and certainly increases in price – are still supposed to be approved by the client before purchase;

25. Further, Exhibit P-1 shows that Uber shoppers can easily obtain the customer's approval before adding a substitution item to their bill:

> Over the past few months, we've completely redesigned the experience to make handling out of stock items easier. Today, when shoppers indicate they can't find the originally requested item in-store, their app will show them a list of suggested substitutions that are based on similar brands and items so there's no need for guesswork. **They can then send that suggestion to their customer directly in the app for review** so they can be confident that they are getting what the customer wants—and move right along.

26. Uber even leads the merchants they partner up with to believe the same, as it appears from Uber's website titled "Fulfillment rate 101: How to maximize every grocery order", communicated herewith as **Exhibit P-8**:

> 2. **Make substitutions.** When items are out of stock, it's important to offer customers intuitive replacements. If you can't offer their first choice, **letting them review and approve substitutions** can improve their overall shopping experience while protecting your bottom line.
>
> (…)
>
> **Giving customers power over replacements**
> When customers order an out-of-stock item, shoppers can search for replacements or choose from a list of best-match alternatives. After a replacement suggestion is made, **customers have the power to approve, reject, or request specific items before the order is sent out for delivery.** All of this can add up to fewer surprises for customers and more revenue opportunities for your business.

27. On its website, Uber says that if they had their preferences set to the "*Replace with any similar item*" option, that "***the app will offer up*** *items for replacement based on customer data and previous preferences*", as it appears from Uber's website on Replacements communicated in English and French *en liasse* as **Exhibit P-9**;

28. Uber's website provides their shoppers with instructions on out-of-stock items and replacements, communicated herewith in English and French *en liasse* as **Exhibit P-10** that notably states the following:

    - If prompted to select a substitute, the customer is open to suggestions. Pick an item from the recommended list or find a similar item in the store in terms of quality and price. Tap Select a different item, **take a photo, and send it to the customer for their choice. Wait for their response to approve or reject your suggestion**.

- If the app directs you to a specific substitute, and it's available, include that item in the order. If not, the item should be removed from the list.

(…)

Suggesting replacements

When suggesting replacements for out-of-stock items, consider:

- Similar brand
- Comparable quality
- Matching quantity
- **Similar or lower price**
- Always suggest alternatives that are equal in price or cheaper than the original item.

Once you send a suggestion, you'll see "Replacement sent to User for review" in the item details page. This will be visible in the "Pending" section at the top of your shopping list.

Replacing an item in an order

1. Go to the shopping list
2. Click on the item that you found a replacement for.
3. Follow the in-app instructions to send the replacement item to the customer for approval.
4. **If the customer accepts the replacement**, follow in-app instructions to mark the item as found.
5. If the customer **does not accept** the replacement, remove that item from the order.

29. On the other hand, on another one of Uber's websites with instructions to its shoppers, if the consumer chose the "*Replace with any similar item*" option, Uber says "*in this case, **the app will recommend a replacement** for the out-of-stock item*", and "*Scan the item and continue shopping. No customer review is required*", as it appears from the grocery replacement instructions for shoppers, communicated herewith *en liasse* as **Exhibit P-11**;

30. However, if the replacement is not available either, then Uber provides instructions to their shoppers to reach out to the consumer to receive their approval: "**Note: If the recommended replacement items are not in stock, select **Can't find these**. This will redirect you to the "Require my approval to replace" flow, where you can offer*

an alternative suggestion";*

31. Several comments from Reddit users that claim to have been Uber Eats grocery shoppers confirm that they are well aware that the shopper must obtain the consumer's consent to replace an item that is not available with another similar item, as it appears from the Reddit thread disclosed herewith as **Exhibit P-12**, of which a portion is reproduced below:

> **bhfanatik** · 2y ago
>
> Yes, they allow us to replace it with a similarly priced item, but we have to contact the customer first to see if they are okay with it.
>
> If the customer isn't responding, then we either refund that item or pick a replacement. If I'm not 100% sure that it's a great replacment, I will just refund it. It seems like your driver was a noob shopper.
>
> 2 Award Share ···
>
> **[deleted]** · 2y ago
>
> Customer needs to approve the item, drivers shouldn't be replacing with whatever they want. I will not substitute or even refund an item without hearing back from the customer. We can refund items if the customer doesn't respond, but I personally unassign if they don't answer because I don't want to be punished by the customer because an item was out of stock.
>
> 2 Award Share ···
>
> **subtlebulk** OP · 2y ago
>
> My curiosity is, is it "shouldn't" or "can't"? I've assumed that drivers have to go through some sort of process to replace items, but it seems like they have some discretion over whether the recipient gets asked or not.
>
> 1 Award Share ···
>
> **herozorro** · 2y ago
>
> there is a way to 'force' the app to get an item into checkout without the customer approval.
>
> the tip/pay is related to how much the customer pays for the order. that may be why this particular driver was insistent in getting all items into it. very selfish and wrong imho
>
> 3 Award Share ···

32. Additionally, as it appears from this excerpt of Exhibit P-12, there appears to be a loophole that allows the shopper to "force" the app to accept a replacement item without the customer approval, thus encouraging shoppers to drive up the total cost of the order with more expensive replacement items to receive a higher tip (or a higher commission based on the total sale amount), at the expense of the consumer who did not consent to the replacement item;

33. Further, the Uber app may use an underdeveloped AI to recommend "similar" replacement items to the shopper, as it appears from the comments posted by Reddit users who claim to have been shoppers in Exhibit P-12, and as supported by Uber's statements in paragraphs 21 to 23 above;

34. These shoppers provide illustrations to support that the items the Uber app suggested as “similar” replacements items, are “*not even remotely close*”, such as pineapples to be replaced with garlic, or eggs with a pack of plastic straws;

35. As some users have shared online, Uber frequently replaces consumers’ items with items that they never ordered, as it appears from a portion of the more than 1000 comments posted on a Reddit thread disclosed as **Exhibit P-13**, for which the discrepancy is reproduced below to provide a handful of reported examples, namely:

Item Ordered	Item Received
- Ground beef for $5	- Grass fed ground beef for $10
- 3 boxes of spaghetti for $3	- 3 boxes of organic chickpea spaghetti for $10
- Strawberries for a few dollars	- Organic strawberries for $7.86
- Grapes (price unknown)	- Frozen cherries (price unknown)
- Coca Cola (price unknown)	- 24 Coke Zeros and two bags of sugar (price unknown)

36. Further, according to Uber not only are the items supposed to be “similar”, Uber is apparently supposed to apply a cap on the price difference, as it appears from page 5 of Exhibit P-7, where Uber includes a footnote before checkout that states the following:

> For a “Best Match” replacement, you'll pay for the cost of the substitute item selected by your shopper. The price difference is capped at the greater of either $7.00 or 30% above the original item's price. Adjust your replacement preferences anytime on the item's detail page.

37. Applicant’s position is that such a clause is invalid because contrary to Title I (sections 12, 16, 40, 41, 42 and 54.4 CPA), pursuant to ss. 261 and 262 CPA;

38. Be that as it may, it is all the more unacceptable that the Applicant’s refund request was refused by Uber regarding the ground beef for which she was charged **$9.39 more,** which exceeds both the difference of 30% and $7.00 above the original item’s price, and the zucchini for which she was also charged over 30% above the original item’s price;

39. Uber states that “When you place an order, **you are asked** to provide instructions for what to do if an item is out-of-stock or unavailable”, or as it appears the French version “Lorsque vous passez une commande, **vous devez fournir** des instructions sur ce qu’il faut faire si un article est en rupture de stock ou indisponible”, as it appears from Exhibit P-9, however, as it appears from Exhibit P-7, changing the instructions on substitution items is not a mandatory step before checkout such that it is possible to place the order without providing instructions on substitutions by having skipped or overlooked the topic entirely;

Legal provisions at issue:

40. Uber is aware of its legal obligations. The charges imposed by Uber for replacement items are illegal and contrary to sections 12, 16, 40, 41, 42, 54.4, 222(g), 224, and 230 of Quebec's CPA as detailed below;

41. First, Uber charges additional costs to consumers, such as the Applicant, for additional amounts that were not precisely indicated in the contract, (for example, the ground beef priced at $17.17 instead of $7.78 for **$9.39** of additional costs and the organic zucchini at $5.99 instead of $0.99 for **$5.00** of additional costs, totalling **$14.39**) which violates section 12 CPA that stipulates:

12. No costs may be claimed from a consumer unless the amount thereof is precisely indicated in the contract.	**12.** Aucuns frais ne peuvent être réclamés d'un consommateur, à moins que le contrat n'en mentionne de façon précise le montant.

42. Further, Uber failed to fulfill their principal obligation as a merchant to deliver the goods stipulated in the contract, for example in the Applicant's case where she did not receive either the "boeuf haché mi-maigre – poids final 0.53 kg", the "grey zucchini squash", or the "iceberg lettuce" that she ordered (although she was refunded in part for this last item), which violates section 16 al. 1 C.P.A. that stipulates:

16. The principal obligation of the merchant is to deliver the goods or to perform the service stipulated in the contract. In a contract involving sequential fulfilment, the merchant is presumed to be performing his principal obligation when he begins to perform it in accordance with the contract.	**16.** L'obligation principale du commerçant consiste dans la livraison du bien ou la prestation du service prévus dans le contrat. Dans un contrat à exécution successive, le commerçant est présumé exécuter son obligation principale lorsqu'il commence à accomplir cette obligation conformément au contrat.

43. Additionally, the goods the Applicant received were not the same items that she ordered in the app, in quantity, quality or price that Uber had stated in her order confirmation, for which Uber was bound to respect, thus violating sections 40, 41 and 42 CPA:

40. The goods or services provided must conform to the description made of them in the contract.	**40.** Un bien ou un service fourni doit être conforme à la description qui en est faite dans le contrat.
41. The goods or services provided must conform to the statements or	**41.** Un bien ou un service fourni doit être conforme à une déclaration ou à un

advertisements regarding them made by the merchant or the manufacturer. The statements or advertisements are binding on that merchant or that manufacturer.	message publicitaire faits à son sujet par le commerçant ou le fabricant. Une déclaration ou un message publicitaire lie ce commerçant ou ce fabricant.
42. A written or verbal statement by the representative of a merchant or of a manufacturer respecting goods or services is binding on that merchant or manufacturer.	**42.** Une déclaration écrite ou verbale faite par le représentant d'un commerçant ou d'un fabricant à propos d'un bien ou d'un service lie ce commerçant ou ce fabricant.

44. Next, since Uber's app is capable of associating the items the Applicant selected with similar replacement items, Uber should have disclosed a description of the replacement items and their price and obtain her consent as to these items. As to the selection of substitution preferences, all exchange procedures should have been brought expressly to the consumer's attention instead of a skippable item, which violates section 54.4 C.P.A. that stipulates:

54.4. Before a distance contract is entered into, the merchant must disclose the following information to the consumer: … **(d) a detailed description of goods or services that are to be the object of the contract, including characteristics and technical specifications;** … **(e) an itemized list of the prices of the goods or services that are to be the object of the contract, including associated costs charged to the consumer and any additional charges payable under an Act;** … (k) the applicable cancellation, rescission, return, exchange and refund conditions, if any; and … The merchant must present the information prominently and in a comprehensible manner and bring it expressly to the consumer's attention; in the case of a written offer, the merchant	**54.4.** Avant la conclusion du contrat à distance, le commerçant doit divulguer au consommateur les renseignements suivants: …, **d) une description détaillée de chaque bien ou service faisant l'objet du contrat, y compris ses caractéristiques et ses spécifications techniques;** … **e) un état détaillé du prix de chaque bien ou service faisant l'objet du contrat, des frais connexes qu'il exige, de même que du coût de tout droit exigible en vertu d'une loi;** … k) le cas échéant, les conditions d'annulation, de résiliation, de retour, d'échange ou de remboursement; … Le commerçant doit présenter ces renseignements de manière évidente et intelligible et les porter expressément à la connaissance du consommateur; lorsqu'il s'agit d'une offre écrite, il doit présenter

must present the information in a manner that ensures that the consumer is able to easily retain it and print it.	ces renseignements de façon à ce que le consommateur puisse aisément les conserver et les imprimer sur support papier.

45. Lastly, Uber's practice violates sections 222(g), 224 and 230 C.P.A. that stipulate:

222. No merchant, manufacturer or advertiser may, falsely, by any means whatever, (…) (g) indicate the quantity of goods or services at his disposal.	**222.** Aucun commerçant, fabricant ou publicitaire ne peut faussement, par quelque moyen que ce soit: (…) g) indiquer la quantité d'un bien ou d'un service dont il dispose.
224. No merchant, manufacturer or advertiser may, by any means whatever, (…) (*c*) charge, for goods or services, a higher price than that advertised. (…) For the purposes of subparagraph *c* of the first paragraph, the price advertised must include the total amount the consumer must pay for the goods or services. However, the price advertised need not include the Québec sales tax or the Goods and Services Tax. More emphasis must be put on the price advertised than on the amounts of which the price is made up.	**224.** Aucun commerçant, fabricant ou publicitaire ne peut, par quelque moyen que ce soit: (…) c) exiger pour un bien ou un service un prix supérieur à celui qui est annoncé. (…) Aux fins du paragraphe c du premier alinéa, le prix annoncé doit comprendre le total des sommes que le consommateur devra débourser pour l'obtention du bien ou du service. Toutefois, ce prix peut ne pas comprendre la taxe de vente du Québec, ni la taxe sur les produits et services du Canada. Le prix annoncé doit ressortir de façon plus évidente que les sommes dont il est composé.
230. No merchant, manufacturer or advertiser may, by any means whatever, (a) charge any sum whatever for any goods or services that he has sent or rendered to a consumer without the consumer having ordered them; (b) give any reason as a pretext for soliciting the sale of goods or the provision of services; …	**230.** Aucun commerçant, fabricant ou publicitaire ne peut, par quelque moyen que ce soit: a) exiger quelque somme que ce soit pour un bien ou un service qu'il a fait parvenir ou rendu à un consommateur sans que ce dernier ne l'ait demandé; b) prétexter un motif pour la sollicitation portant sur la vente d'un bien ou la prestation d'un service; …

46. As such, Applicant is entitled to claim, on her behalf and on behalf of all Class Members, damages or a refund in the amount of the additional charges for replacement items unlawfully charged by Uber pursuant to section 272(c) CPA.

47. Applicant hereby claims compensatory damages or a refund in the amount of $15.31 on her behalf and refunds on behalf of every Class member similarly situated;

48. Applicant is also entitled to claim punitive damages from Uber, on her behalf and on behalf of all Class members, in amount to be determined on the merits, because Uber is very well aware of its obligations under the CPA and because Uber is a serial repeat – and intentional – offender and described herein above;

49. A condemnation in punitive damages is appropriate given that Uber is aware of the legal issues, but continue to profit from this illegal practice for their financial gain and to the detriment of consumers;

50. Uber is a publicly traded company (NYSE: UBER) with a $195.80 billion USD (approximately $266 billion CAD) market cap and its patrimonial situation is significant;

51. Applicant's damages are a direct result of Uber's misconduct. In the circumstances, the Applicant is entitled to ask the Court to condemn Uber to both compensatory damages (or a refund) and punitive damages, in amounts to be determined on the merits, as well as for injunctive relief ordering Uber to cease the prohibited practice;

B) COMMON QUESTIONS

52. The questions of fact and law raised and the recourse sought by this Application are identical with respect to each member of the Class, namely:

    a) By charging amounts for grocery items that were not precisely indicated in the contract, does Uber violate Title I of the CPA (ss. 12, 16 al. 1, 40, 41, 42, or 54.4), and, if so, are Class members entitled to a refund, compensatory or punitive damages pursuant to s. 272 CPA?

    b) By charging amounts for grocery items that were not precisely indicated in the contract, does Uber violate Title II of the CPA (ss. 222(g), 224, and 230), and, if so, are Class members entitled to a refund, compensatory or punitive damages pursuant to s. 272 CPA?

    c) Should an injunctive remedy be ordered to prohibit Uber from continuing to perpetrate its unfair, false, misleading, and/or deceptive conduct?

    d) Did Uber act in bad faith?

C) THE COMPOSITION OF THE CLASS

53. The composition of the Class makes it difficult or impracticable to apply the rules for mandates to take part in judicial proceedings on behalf of others or for consolidation

of proceedings;

54. Applicant presumes that Uber has an important number of customers who were unlawfully charged any amounts by Uber for items that were not precisely indicated in the contract. While unaware of the total number of Class members who are included in the Class, she estimates that it is likely in the hundreds of thousands (and some Class members were charged multiple times);

55. The names and addresses of all persons included in the Class are not known to the Applicant, however, are all in the possession of Uber;

56. Class members are numerous and are dispersed across the province and country;

57. These facts demonstrate that it would be impractical, if not impossible, to contact each and every Class member to obtain mandates and to join them in one action;

58. In these circumstances, a class action is the only appropriate procedure for all of the members of the Class to effectively pursue their respective rights and have access to justice without overburdening the court system;

D) ADEQUATE REPRESENTATIVE

59. The Applicant requests that she be appointed the status of representative plaintiff for the following main reasons:

    a) She is a member of the Class and has a personal interest in seeking the conclusions that she proposes herein;

    b) She is competent, in that she has the potential to be the mandatary of the action if it had proceeded under article 91 of the *Code of Civil Procedure*;

    c) Her interests are not antagonistic to those of other Class members;

60. The Applicant participated in the filing of the present application and has a good understanding of the legal issue;

61. She is taking this action so that she and all Class members can be compensated (including by way of refunds of the amounts charged by Uber for items that were not precisely indicated in the contract), to hold Uber accountable and so Uber modifies its practice;

III. <u>DAMAGES</u>

62. Uber has breached several obligations imposed on it by legislation in Quebec, notably:

    a) Quebec's C.P.A., including sections 12, 16, 40, 41, 42, 54.4, 222(g), 224, and 230, thus rendering section 272 applicable; and

b) The failure to perform its contractual obligations in good faith, contrary to article 6, 7 and 1375 C.C.Q. and the Supreme Court of Canada's decisions.

63. In light of the foregoing, the following damages may be claimed against Uber:

a) compensatory damages or refunds in the aggregate of the amounts charged by Uber for items that were not precisely indicated in the contract; and

b) punitive damages in an amount to be determined on the merits for the breach of obligations imposed pursuant to s. 272 CPA.

64. Not only are consumers repeatedly charged for replacement items they never ordered by Uber, on June 19, 2025, a journalist from La Presse published an article to inform the public that purchasing grocery items for delivery on Uber's platform is even more expensive than had they purchased the same item in store since the discounts announced in the flyers or in the stores are not applied by Uber to the items ordered, as it appears from the article titled "*La facture d'épicerie passe de 38 $ à 82 $*", communicated herewith as **Exhibit P-14**;

IV. NATURE OF THE ACTION AND CONCLUSIONS SOUGHT

65. The action that the Applicant wishes to institute on behalf of the members of the Class is an action in damages (or reimbursement) and injunctive relief;

66. The conclusions that the Applicant wishes to introduce by way of an originating application are:

1. **GRANT** the Plaintiff's action against Defendants;

2. **ORDER** the Defendants to cease from continuing their unfair, false, misleading, and/or deceptive conduct;

3. **CONDEMN** the Defendants, solidarily, to pay to the members of the Class an amount to be determined in compensatory damages (by way of refunds in the aggregate amount of the amounts unlawfully charged by Uber for items that were not precisely indicated in the contract), and **ORDER** collective recovery of these sums;

4. **CONDEMN** the Defendants, solidarily, to pay to the members of the Class an amount to be determined in punitive damages, and **ORDER** collective recovery of these sums;

5. **CONDEMN** the Defendants, solidarily, to pay interest and the additional indemnity on the above sums according to law from the date of service of the *Application to Authorize the Bringing of a Class Action*;

6. **ORDER** the Defendants, solidarily, to deposit in the office of this Court the totality of the sums which forms part of the collective recovery, with interest and costs;

7. **ORDER** that the claims of individual Class members be the object of collective liquidation if the proof permits and alternately, by individual liquidation;

8. **CONDEMN** the Defendants, solidarily, to bear the costs of the present action including the cost of notices, the cost of management of claims and the costs of experts, if any, including the costs of experts required to establish the amount of the collective recovery orders;

V. JURISDICTION

67. The Applicant requests that this class action be exercised before the Superior Court in the district of Montreal, because she is a consumer and resides in this district.

FOR THESE REASONS, MAY IT PLEASE THE COURT:

1. **GRANT** the present Application;

2. **AUTHORIZE** the bringing of a class action in the form of an originating application in damages (or refunds) and injunctive relief;

3. **APPOINT** the Applicant the status of representative plaintiff of the persons included in the Class herein described as:

Class:	**Groupe :**
All persons in Quebec who, after placing a grocery delivery order on Uber Eats, were charged any amounts by Uber for items that were not precisely indicated in the contract; or any other Class to be determined by the Court.	Toutes les personnes au Québec qui, après avoir passé une commande de livraison d'épicerie sur Uber Eats, se sont vu facturer par Uber des montants pour des articles qui n'étaient pas mentionnés de façon précise dans le contrat; ou tout autre groupe à être déterminé par la Cour.

4. **IDENTIFY** the principle questions of fact and law to be treated collectively as the following:

   a) By charging amounts for grocery items that were not precisely indicated in the contract, does Uber violate Title I of the CPA (ss. 12, 16 al. 1, 40, 41, 42, or 54.4), and, if so, are Class members entitled to a refund, compensatory or punitive damages pursuant to s. 272 CPA?

   b) By charging amounts for grocery items that were not precisely indicated in the contract, does Uber violate Title II of the CPA (ss. 222(g), 224, and 230), and, if so, are Class members entitled to a refund, compensatory or punitive damages pursuant to s. 272 CPA?

c) Should an injunctive remedy be ordered to prohibit Uber from continuing to perpetrate its unfair, false, misleading, and/or deceptive conduct?

d) Did Uber act in bad faith?

5. IDENTIFY the conclusions sought by the class action to be instituted as being the following:

1. GRANT the Plaintiff's action against Defendants;

2. ORDER the Defendants to cease from continuing their unfair, false, misleading, and/or deceptive conduct;

3. CONDEMN the Defendants, solidarily, to pay to the members of the Class an amount to be determined in compensatory damages (by way of refunds in the aggregate amount of the amounts unlawfully charged by Uber for items that were not precisely indicated in the contract), and **ORDER** collective recovery of these sums;

4. CONDEMN the Defendants, solidarily, to pay to the members of the Class an amount to be determined in punitive damages, and **ORDER** collective recovery of these sums;

5. CONDEMN the Defendants, solidarily, to pay interest and the additional indemnity on the above sums according to law from the date of service of the *Application to Authorize the Bringing of a Class Action*;

6. ORDER the Defendants, solidarily, to deposit in the office of this Court the totality of the sums which forms part of the collective recovery, with interest and costs;

7. ORDER that the claims of individual Class members be the object of collective liquidation if the proof permits and alternately, by individual liquidation;

8. CONDEMN the Defendants, solidarily, to bear the costs of the present action including the cost of notices, the cost of management of claims and the costs of experts, if any, including the costs of experts required to establish the amount of the collective recovery orders;

6. ORDER the publication of a notice to the Class members in accordance with article 579 C.C.P., pursuant to a further order of the Court, and **ORDER** the Defendants to pay for said publication costs;

7. **FIX** the delay of exclusion at thirty (30) days from the date of the publication of the notice to the members, date upon which the members of the Class that have not exercised their means of exclusion will be bound by any judgment to be rendered herein and **DECLARE** that all members of the Class that have not requested their exclusion, be bound by any judgment to be rendered on the class action to be instituted in the manner provided for by the law;

8. **THE WHOLE** with costs including publication fees.

Montreal, July 15, 2025

(s) LPC Avocats

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