

CANADA

PROVINCE OF QUÉBEC
DISTRICT OF MONTREAL

No.: 500-06-001310-248

SUPERIOR COURT
(Class Actions)

LAURENT MORISSETTE, natural person,
residing [REDACTED]
[REDACTED]

Applicant

v.

UBER TECHNOLOGIES, INC., legal person,
having its head office at 1209 Orange St,
Wilmington, DE, 19801, United States

and

UBER HOLDINGS CANADA INC. legal
person, having its head office at 5300-66
Wellington Street West, Toronto, Ontario,
M5K 1E6, Canada

and

UBER CANADA INC., legal person, having
its head office at 5300-66 Wellington Street
West, Toronto, Ontario, M5K 1E6, Canada

Defendants

**RE-AMENDED APPLICATION FOR AUTHORIZATION TO INSTITUTE A CLASS
ACTION AND APPOINT APPLICANT AS CLASS REPRESENTATIVE**

(Art. 571 C.C.P. and following)

**TO ONE OF THE HONOURABLE JUSTICES OF THE SUPERIOR COURT, SITTING IN
AND FOR THE DISTRICT OF MONTREAL YOUR APPLICANT STATES AS
FOLLOWS:**

I. OVERVIEW

1. All individuals have the right to access commercial transportation services fully and equitably in Quebec, without distinction, exclusion, or preference. But the Defendants failed to provide adequate wheelchair-accessible transportation services to Quebec residents.

2. The Defendants' actions breach the *Charter of Human Rights and Freedoms*, CQLR c C-12 (the "**Charter**"), and sections 215 and 219 of the *Consumer Protection Act*, CQLR c P-40.1 (the "**CPA**").
3. This proposed class action seeks damages for the Defendants' discriminatory practices. In addition to compensation, the proposed class action seeks injunctive and declaratory relief to compel the Defendants to modify their behavior and cease discriminatory practices.
4. The following defined terms are used throughout this Application for Authorization:
 - **Assistive Devices:** refers to equipment designed to enhance the mobility, independence, and quality of life for individuals with Physical Disabilities. These devices include foldable and non-foldable wheelchairs, walkers, scooters, and Service Animals.
 - **Physical Disabilities:** refers to disabilities that limit an individual's physical functioning, affecting mobility, and requiring the use of Assistive Devices to support daily activities and movement.
 - **Ride Services:** refers to services provided by Uber through its Website or App.
 - **Service Animal:** refers to an animal that assists an individual with a visible or non-visible disability such as guide dogs.
 - **Surge Pricing:** refers to Uber's pricing strategy that imposes additional charges during periods of high demand to ensure transportation accessibility.
 - **Uber's App:** refers to Uber's application that allows customers to request Ride Services.
 - **Uber WAV:** refers to Ride Services that provide wheelchair-accessible vehicles equipped with a rear-entry ramp, winch, and restraints designed for persons with Physical Disabilities who travel with an Assistive Device or a Service Animal.
 - **Equal Access:** refers to providing the same opportunities, rights and possibilities for individuals with Physical Disabilities to access Uber's Ride Services without discrimination.
 - **Website:** refers to Uber's website (www.uber.com/ca) that allows customers to request Ride Services.

The Class

5. The Applicant wishes to institute a class action on behalf of:

~~All individuals who have been denied access to Uber Ride Services due to Physical Disabilities in Quebec from October 29, 2014, to the date that this action is certified as a class proceeding.~~

~~(the “Class,” “Class Members” and “Class Period”)~~

All persons in Quebec living with a physical disability affecting their mobility, and requiring the use of a non-folding wheelchair, a non-folding walker, and/or a non-folding scooter and were denied access to Uber’s transportation services between May 28, 2021 and the date this action is authorized.

Toutes les personnes au Québec ayant un handicap physique affectant leur mobilité, nécessitant l’utilisation d’un fauteuil roulant non pliable, un déambulateur non pliable, et/ou un scooter de mobilité non pliable, et s’étant vu refuser l’accès aux services d’Uber entre le 28 mai 2021 et la date à laquelle l’action collective sera autorisée.

(the **Class**, the **Class Members**, and the **Class Period**)

And

All persons in the region of Montreal living with a physical disability affecting their mobility, and requiring the use of a non-folding wheelchair, a non-folding walker, and/or a non-folding scooter who were denied access to Uber WAV after a direct representation, or any other form of publicity, to the effect that Uber WAV is a service offered, available and adapted for accessibility between October 1, 2022 and the date this class action is authorized.

Toutes les personnes dans la région de Montréal ayant un handicap physique affectant leur mobilité, nécessitant l’utilisation d’un fauteuil roulant non pliable, un déambulateur non pliable, et/ou un scooter de mobilité non pliable et qui se sont vu refuser l’accès aux services d’Uber WAV à la suite d’une représentation directe, ou par toute forme de publicité à l’effet qu’Uber WAV est un service offert et disponible et adapté pour l’accessibilité entre le 1^{er} octobre 2022 et la date à laquelle l’action collective sera autorisée.

(the **Sub-Group**)

II. THE PARTIES

6. The Applicant is a technology consultant residing in Montreal, Quebec. He requires a wheelchair for mobility-purposes due to a physical disability. The Applicant is a consumer within the meaning of the *CPA*. He is an active member of the *Regroupement des activistes pour l'inclusion au Québec*, (the “**RAPLIQ**”), an organization that advocates for the rights of people with disabilities.
7. The Defendant Uber Technologies, Inc., incorporated under the laws of Delaware, is the parent company of Uber Holdings Canada, Inc., and Uber Canada Inc., as is set out in the copy of their corporate information retrieved from the Department of State: Division of Corporations, and disclosed herewith as **Exhibit P-01**.
8. The Defendant Uber Holdings Canada Inc. is a Quebec registered company and a subsidiary of Uber Technologies, Inc. with its head office in the province of Ontario, as is set out in the copy of their corporate information retrieved from the Quebec Business Registry, CIDREQ, and disclosed herewith as **Exhibit P-02**.
9. The Defendant Uber Canada Inc. is a Quebec registered company with its head office in the province of Ontario, as is set out in the copy of their corporate information retrieved from the Quebec Business Registry, CIDREQ, and disclosed herewith as **Exhibit P-03**.
10. At all relevant times, each of these Defendants contributed to the common purpose of offering the Ride Services to the public in Quebec. For that purpose, the Defendants acted as a joint enterprise in that they were each other's agents, alter egos, and consultants. The Defendants (collectively referred to as “**Uber**”) are jointly and solidarily liable for each other's acts and omissions.

III. UBER'S RIDE SERVICES IN QUEBEC

11. Uber commenced operations in Quebec in 2014, launching its services in Montreal on or around October 29, 2014. Uber offers a commercial service ordinarily provided to the public in Quebec, and Uber is a merchant under the definition in the *CPA*.
12. Uber's activities are governed by the *CPA* and an *Act respecting remunerated passenger transportation by automobile*, CQLR c T-11.2 (“**Ride-Share Act**”), as well as other applicable legislation. As of 2024, Uber provides ride services throughout much of the province, representing that it offers its services to the public in the following cities:
 - Gatineau
 - Laurentides
 - Montreal
 - Quebec City
 - “Rest of Quebec”
 - Saguenay

- Sherbrooke
- Trois-Rivieres

As seen on the screenshot of the list of cities where it offers its services in Canada, disclosed in support of this application as **Exhibits P-04**.

13. To initiate a ride through to completion of the service, every Class Member will necessarily navigate the following procedure:
 - i. a Class Member initiates a request by inputting their destination and selecting their departure and destination locations, departure time, and choice of vehicles through the Uber Website or App;
 - ii. the Class Member then indicates any needed disability accommodations, reviews the price and estimated drop-off time, and confirms the request;
 - iii. Uber connects the Class Member's request to nearby drivers, who see any notes regarding required accommodations and can choose to accept the request. Uber then notifies the Class Member when the driver's vehicle is minutes away;
 - iv. Uber notifies the Class Member when the driver arrives at the pickup location. The driver then initiates the ride and begins the trip to the designated destination; and
 - v. upon reaching the destination, the driver concludes the trip and Uber charges the fare to the Class Member's registered credit card.

IV. UBER PUBLICLY PROMOTES ACCESSIBILITY FOR PERSONS WITH PHYSICAL DISABILITIES

14. Uber publicly expresses a clear and unequivocal message that they are committed to accessible, inclusive transportation services to persons with Physical Disabilities. Their mission statement expresses the company's belief "in a world where movement should be accessible" as evidenced by **Exhibit P-05**.
15. Their Website contains other statements espousing their commitment to enhancing accessibility and inclusivity for individuals with disabilities, including by the various features and policies Uber has implemented, as disclosed in support of this application as **Exhibits P-06**.
16. Uber is aware that persons with Physical Disabilities cannot use their regular Ride Services because regular services vehicles do not accommodate the presence of Assistive Devices.
17. Uber WAV is a service designed ostensibly to provide transportation options that can properly handle the needs of Class Members. Uber WAV offers unique features such as rear-entry ramps and winches, and it accommodates the presence of Service Animals. Uber presents Uber WAV as an "option that helps ensure everyone in the

community has access to a ride when they need one" disclosed herewith **Exhibit P-07**.

18. Uber is aware that without a specialized service, Class Members will not have access to any Ride Services. To this end, Uber states that drivers are expected to accommodate Class Members, as appears more fully on the screenshot of the "How to Drive with Uber WAV" from the Uber Canada Website, as seen on **Exhibit P-07**.
19. The reality however is that Uber WAV is not available in many cities and regions in Quebec. Even in specific cities where Uber claims to offer Uber WAV vehicles, such as Montreal, Uber WAV is frequently unavailable or not available in a timely way, which results in denying Class Members access to any form of transportation service.
20. For example, on March 13, 2024, at around 9:21 PM, there were no Uber WAV vehicles available for a trip in downtown Montreal for a Class Member who may input addresses such as the Bell Center located at 1909 Av. des Canadiens-de-Montréal and the Cathcart located at 1 Place Ville-Marie in Montreal, as disclosed herewith as **Exhibit P-08**.
21. As another example, on March 22, 2024, at around 4:21 PM, there were no Uber WAV vehicles available for a Class Member who wanted to take a trip from Jean-Talon metro station to Place Ville-Marie in Montreal. This is evidenced by a screenshot of an attempt to order an Uber WAV, where Uber indicated "Course avec WAV non offerte", as disclosed herewith as **Exhibit P-09**.
22. For Class Members, Uber WAV services are unattainable, frequently unattainable, or only attainable after unreasonable delay.
23. Class Members lack direct means to contact Uber and request the services they require. A broken link prevents Class Members from reporting issues regarding Uber WAV, as evidenced by **Exhibit P-10**.

V. UBER'S UNLAWFUL CONDUCT

24. Uber is responsible for the unavailability of drivers that offer its Ride Services to Class Members, and Uber is in breach of the *Charter* and the *CPA*.

Uber Is Responsible For the Unavailability of Drivers In Quebec

25. Uber provides a transportation solution to Quebec residents, allowing individuals without Physical Disabilities to travel to work, social events, community engagements, appointments, and other destinations. However, Uber excludes Class Members from equal participation in their own cultural, social, political, and economic community.
26. Uber's Ride Services in Quebec are publicly available transportation services. Uber is responsible for the accessibility, or lack thereof, of the services it provides to the Quebec public.

27. Uber is responsible for the vehicle drivers provide while operating in Quebec, and Uber must assume responsibility for the discrimination resulting from the Ride Services in Quebec.
28. Uber cannot shield itself from liability for the conduct alleged in this claim on the basis that it relies on vehicles owned and operated by the drivers in the areas it operates.
29. Given Uber's substantial control over driver operations, notably through its fare system, Uber can support and modify its incentive structure to promote equal opportunities for Class Members. Yet, Uber has elected not to take this action.
30. Uber oversees all significant aspects of interactions between drivers and customers, including financial arrangements. Uber does not merely function as an intermediary, but directly offers transportation services by recruiting and managing a network of drivers under contractual agreements.
31. Strategic financial adjustments, such as Surge Pricing, enable Uber to regulate vehicle availability and ensure transportation accessibility for all users. Managing driver supply involves incentivizing drivers for specific operating periods, trip completion rewards, and providing guidance on high-demand areas or favorable fares.
32. Although Uber exercises substantial control over drivers to encourage them to drive for Uber and drive at certain times, Uber does nothing to offer adequate incentives to encourage drivers to operate wheelchair-accessible vehicles, leading to the service being unavailable during the checkout process for Class Members.

Uber's Conduct Breaches The Charter

33. Uber has breached the following *Charter* rights of Class Members:

- **Right to Security and Integrity of the Person (Section 1):** Uber has breached Class Members' right to security and integrity of the person by denying them access to a safe and reliable transportation service.
- **Right to Dignity and Honor (Section 4):** Uber has breached Class Members' right to dignity and honor due to the lack of accessible transportation options.
- **Right to Conclude a Contract for Services Ordinarily Offered to the Public (Section 12):** Uber has breached the Class Members' right to conclude a juridical act for their Ride Services, which are ordinarily offered to the public, by refusing to provide wheelchair-accessible transportation services.
- **Right to Access Services Typically Available to the Public (Section 15):** Uber has breached Class Members' right to access services typically available to the public by failing to provide wheelchair-accessible transportation services.

- **Right to Cessation of Infringement and Compensation (Section 49):** As a result of Uber's conduct, Class Members are seeking the right to cessation of the alleged infringements and compensation for the resulting moral or material harm.
34. Uber has failed to provide any, or alternatively insufficient, wheelchair accessible services in Quebec, despite being licensed to operate in the province through the Ministry of Transportation and Sustainable Mobility.
 35. Even in Montreal, where Uber claims to offer Uber WAV, the reality is that these services are unattainable for Class Members.
 36. The Applicant and Class Members have repeatedly attempted to use Uber's Ride Services, including Uber WAV, but have been unable to do so due to the absence of Assistive Devices accessible vehicles.
 37. Recurrent transportation denials cause significant distress, including feelings of humiliation and concerns for personal safety, to Class Members.
 38. Other regulated transportation systems under the *Ride-Share Act*, such as taxi companies, deploy and maintain efforts to render their ride-share services accessible to all persons. It is realistic to offer Assistive Devices accessible services and provide equal and reasonable access to Class Members.
 39. Class Members should have the same access to Uber's Ride Services as the general public, or in the alternative reasonable access. Denying them any access and/or reasonable access violates their rights under the *Charter*.

Uber's Conduct Breaches The CPA

40. Uber's representations suggest that all members of the Quebec public, including Class Members, can easily access their services with the push of a button. Their representations create a general impression that Uber's services are universally accessible and available to everyone in Quebec.
41. The reality is quite different. For Class Members, Uber Ride Services, including through Uber WAV, are frequently unavailable or not available in a timely way, which results in denying Class Members access to any form of transportation service.
42. For a credulous and inexperienced consumer, Uber's representations convey a false sense that the Ride Services are universal accessible. This disconnect between Uber's claims and the actual limitations of their services is misleading for Class Members.
43. Uber's assertions are deceptive and inaccurate under sections 215 and 219 of the *CPA*, as Class Members are not granted Equal Access to the Ride Services Uber provides, including Uber WAV.

44. Uber failed its legal and moral obligations to provide Equal Access for all, regardless of Physical Disabilities.

VI. DAMAGES

45. Uber's actions directly caused moral and material harm to the Applicant and Class Members, warranting compensation for loss of dignity, humiliation, inconvenience, life disruptions, and all other damages that the Court deems appropriate.
46. The Applicant and Class Members also seek punitive damages for Uber's deliberate, blatant and reprehensible disregard of consumer law and *Charter* rights.
47. Uber has knowingly and unlawfully flouted accessibility laws and regulations, with limited encouragement for drivers to offer accessible rides and limited availability of Uber WAV services in Quebec.
48. The lack of Uber WAV service significantly limits the mobility of Class Members, underscoring Uber's inadequate commitment to Equal Access. Imposing punitive damages on Uber is essential to deter future discrimination, uphold the rights of Class Members, and foster a more inclusive society.
49. Uber's intentional and deceptive representations to Class Members about its Uber WAV services further justify the need for punitive damages. Uber's conduct before, during, and after the violation demonstrates a disregard for consumer rights.
50. Uber has a global market capitalization of approximately \$162.20 billion. Given that the population of Quebec represents around 0.11% of the total world population, it can be reasonably inferred that the value of Uber's business operations and market presence within the province likely exceeds \$178.42 million, as indicated in **Exhibit P-11**.
51. In light of Uber's high market value, intentional legal violations that harmed consumers, and disregard for Equal Access notwithstanding its public statements to the contrary, Class Members are entitled to an award of punitive damages.

VII. FACTS GIVING RISE TO APPLICANT'S PERSONAL CLAIM

52. Mr. Laurent Morissette resides in Montreal, Quebec. He has a physical disability that requires him to use a wheelchair for his daily mobility, making him part of the Class.
53. Timely and accessible transportation is crucial for the Applicant in order that he fulfill his professional and social obligations.
54. In 2023, the Applicant activated an Uber account to access the Defendant's advertised Uber WAV services in Montreal.
55. Since 2023, the Applicant attempted to use Uber WAV services over half a dozen times, encountering the unavailability of wheelchair-accessible vehicles each time,

despite claims of their availability for users in the Montreal area, as evidenced in **Exhibit P-12**.

56. Due to the barriers and inaccessibility associated with Uber's ride services in Quebec, the Applicant has been forced to rely primarily on the paratransit accessibility services offered by the Société de Transport de Montréal ("**STM**") to meet his transportation needs, rather than being able to use Uber.
57. Relying on the STM forces the Applicant to pre-plan all transportation, restricting his flexibility and spontaneity.
58. The Applicant desires the same ability as the general public to spontaneously fulfill obligations and attend commitments as scheduling needs arise by accessing Uber Ride Services.
59. However, Uber's discriminatory conduct of failing to provide available and accessible services directly denies the Applicant this ability, significantly impacting his capacity to meet obligations and commitments.
60. Uber's inaccessibility caused the Applicant to miss shows, social events, and important engagements.
61. As a direct consequence of Uber's repeated denial of service, the Applicant has experienced emotional distress, shame, embarrassment, humiliation, mental anguish, and a loss of dignity.

VIII. FACTS GIVING RISE TO CLAIMS HELD BY CLASS MEMBERS

62. The facts that give rise to the personal claim of the Applicant are the same as each personal claim belonging to other Class Members against the Defendants.
63. Each member of the Class, on at least one occasion, was not able to book Rides Services through the Defendants' Website or App during the Class Period on account of Physical Disabilities.
64. Each Class Member was exposed to these representations, either because they accessed the Defendants' Website and/or App.
65. The Defendants have violated the rights of Class Members as outlined in sections 1, 4, 12, 15 and 49 of the *Charter*, by failing to offer Ride Services to Class Members where the Ride Services are otherwise accessible to the public.
66. The Defendants have breached sections 215 and 219 of the *CPA*. These sections of the *CPA* prohibit businesses from making false or misleading claims about the nature, characteristics, or quality of their products or services.
67. More specifically, the Defendants have engaged in deceptive and misleading practices by advertising the availability of Uber WAV services that are, in fact,

frequently unavailable or not available in a timely way, which results in denying Class Members access to any form of transportation service to Class Members.

68. Consequently, each Class Member was exposed to the same unlawful practices.

69. By reason of the Defendant's conduct, Class Members all suffered damages, which they claim against Uber, including on an aggregate basis, and also punitive damages.

70. Class Members, as credulous and inexperienced consumers with rights under the CPA, were each subjected to the Defendants' ignorance, carelessness, or serious negligence in respect of the obligations they owe consumers.

Identical, Similar or Related Questions of Fact or Law

71. The conclusions each Class Member seeks are the same and raise identical, similar, or related questions of fact and law, namely:

- I. Does Uber fail to provide Class Members Equal Access to its Ride Services in Quebec? If so, does this failure breach the *Charter*?
- II. Does Uber create a misleading perception of universal accessibility and availability of their services? If so, does this constitute false advertising under the CPA?
- III. Are Class Members entitled to compensatory and/or punitive damages?
- IV. Can any damages awarded be aggregated? If so, in what amount?
- V. Should the Court grant an injunction to prevent Uber from continuing its alleged unfair and discriminatory practices?

The Composition of Class Makes Rules of Mandate Impractical

72. The composition of the Class makes it difficult and/or impractical to apply the rules of mandates to participate in judicial proceedings for consolidation of proceedings pursuant to sections ~~59 or 67 C.C.P.~~ 91 or 143 C.C.P.

73. All the facts alleged in the preceding paragraphs make it difficult, if not impossible, to trace each person involved in this lawsuit and to contact each member of the Class to obtain a mandate or proceed by joining actions.

74. Class Members are numerous and scattered across Quebec, as seen in more detail from the statistic collected by Statistics Canada in 2012 and in 2017 set out in Exhibits P-13 and P-14.

75. As a result, the number of persons who have used the Defendants services over the Class Period is expected to be significant within the province of Quebec.

76. In the circumstances, it would be impracticable and impossible for the Applicant to obtain a mandate from each Class Member or join them all into a single action.
77. In the circumstances, the class action procedure is the only appropriate procedure for the proposed Class Members to access justice and pursue their respective claims against the Defendants effectively and efficiently.
78. It would be impossible for the Applicant to retrace and contact every Class Member to seek a joinder or mandate of all their claims.

The Proposed Representative

79. The Applicant has the determination to assume and perform the duties required to carry out the proposed class action.
80. The Applicant approaches this process with integrity, seeking justice and relief for fellow Class Members.
81. The Applicant has no conflicts of interest.

IX. THE NATURE OF THE CLASS ACTION

82. The nature of the action the Applicant intends to bring on behalf of the Class Members is an action in specific performance and in compensatory and punitive damages.

X. JURISDICTION

83. The Applicant requests the proposed class action be brought before the Superior Court in the district of Montreal, notably because the Applicant resides in the judicial district of Montreal and the Defendants have establishments either in Montreal or the surrounding area.

XI. CONCLUSIONS SOUGHT

84. The conclusions that the Applicant wishes to introduce by way of an originating application are:
- I. **GRANT** the Plaintiff's action on behalf of all class members;
 - II. **DECLARE** that the Defendants unlawfully and intentionally interfered with the rights and freedoms of the Class Members as guaranteed by the *Charter of Human Rights and Freedoms*, CQLR c C-12;
 - III. **CONDEMN** the Defendants to pay to each class member an amount in moral damages to be determined by the Court to repair the violation of their rights protected by the *Charter of Human Rights and Freedoms*, CQLR c C-12 with interest at the legal rate and the additional indemnity provided for by law in accordance with article 1619 of the *Civil Code of Quebec* from the date of filing

of the application for authorization to institute a class action, and **ORDER** the collective recovery of these sums;

- IV. **CONDEMN** the Defendants to pay to each class member an amount in punitive damages, with interest at the legal rate and the additional indemnity provided for by law in accordance with article 1619 of the *Civil Code of Quebec* from the date of filing of the application for authorization to institute a class action, for their intentional violation of their rights protected by the *Charter of Human Rights and Freedoms*, CQLR c C-12 and/or their ignorance, carelessness or serious negligence with respect to their obligations and consumers' rights under the *Consumer Protection Act*, CQLR c P-40.1; and **ORDER** collective recovery of these sums;
- V. **CONDEMN** the Defendants to pay to each class member, in addition to the collective damages award, compensatory damages in an amount determined by the court for any individualized damages resulting from their denied access, with interest at the legal rate and the additional indemnity provided for by law in accordance with article 1619 of the *Civil Code of Quebec* from the date of filing of the application for authorization to institute a class action, and **ORDER** the individual recovery of these sums;
- VI. **ORDER** that the Defendants are required to discontinue discriminatory practices by expeditiously undertaking the requisite measures to render Uber services accessible to Class Members within a reasonable period.
- VII. **RECONVENE** the parties before the Court within 45 days after the date on which this judgment becomes final, to fix the mechanisms for distribution of the amounts recovered;
- VIII. **THE WHOLE** with costs, including all expert fees, notice fees, and administration expenses, if any.

FOR THESE REASONS, MAY IT PLEASE THE COURT:

GRANT the present application;

AUTHORIZE the bringing of a class action in the form of an originating application in specific performance and in damages;

APPOINT the Applicant, Laurent Morissette, the status of Representative Applicant of the persons included in the Class herein described as follows:

~~All individuals who have been denied access to Uber Ride Services due to Physical Disabilities in Quebec from October 29, 2014, to the date that this action is certified as a class proceeding.~~

All persons in Quebec living with a physical disability affecting their mobility, and requiring the use of a non-folding wheelchair, a non-folding walker, and/or a non-folding scooter and were denied access to Uber's transportation services between May 28, 2021 and the date this action is authorized.

Toutes les personnes au Québec ayant un handicap physique affectant leur mobilité, nécessitant l'utilisation d'un fauteuil roulant non pliable, un déambulateur non pliable, et/ou un scooter de mobilité non pliable et s'étant vu refuser l'accès aux services d'Uber entre le 28 mai 2021 et la date à laquelle l'action collective sera autorisée.

(the **Class**, the **Class Members**, and the **Class Period**)

And

All persons in the region of Montreal living with a physical disability affecting their mobility, and requiring the use of a non-folding wheelchair, a non-folding walker, and/or a non-folding scooter who were denied access to Uber WAV after a direct representation, or any other form of publicity, to the effect that Uber WAV is a service offered, available and adapted for accessibility between October 1, 2022 and the date this class action is authorized.

Toutes les personnes dans la région de Montréal ayant un handicap physique affectant leur mobilité, nécessitant l'utilisation d'un fauteuil roulant non pliable, un déambulateur non pliable, et/ou un scooter de mobilité non pliable et qui se sont vu refuser l'accès aux services d'Uber WAV à la suite d'une représentation directe, ou par toute forme de publicité à l'effet qu'Uber WAV est un service offert et disponible et adapté pour l'accessibilité entre le 1^{er} octobre 2022 et la date à laquelle l'action collective sera autorisée.

(the **Sub-Group**)

~~("Class," "Class Members" and "Class Period")~~

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

- I. Does Uber fail to provide Class Members Equal Access to its Ride Services in Quebec? If so, does this failure breach the *Charter*?

- II. Does Uber create a misleading perception of universal accessibility and availability of their services? If so, does this constitute false advertising under the *CPA*?
- III. Are Class Members entitled to compensatory and/or punitive damages?
- IV. Can any damages awarded be aggregated? If so, in what amount?
- V. Should the Court grant an injunction to prevent Uber from continuing its alleged unfair and discriminatory practices?

IDENTIFY as follows the conclusions sought by the class action in relation thereof:

- I. **GRANT** the Plaintiff's action on behalf of all Class Members;
- II. **DECLARE** that the Defendants unlawfully and intentionally interfered with the rights and freedoms of the Class Members as guaranteed by the *Charter of Human Rights and Freedoms*, CQLR c C-12;
- III. **CONDEMN** the Defendants to pay to each class member an amount in moral damages to be determined by the Court to repair the violation of their rights protected by the *Charter of Human Rights and Freedoms*, CQLR c C-12 with interest at the legal rate and the additional indemnity provided for by law in accordance with article 1619 of the *Civil Code of Quebec* from the date of filing of the application for authorization to institute a class action, and **ORDER** the collective recovery of these sums;
- IV. **CONDEMN** the Defendants to pay to each class member an amount in punitive damages, with interest at the legal rate and the additional indemnity provided for by law in accordance with article 1619 of the *Civil Code of Quebec* from the date of filing of the application for authorization to institute a class action, for their intentional violation of their rights protected by the *Charter of Human Rights and Freedoms*, CQLR c C-12 and/or their ignorance, carelessness or serious negligence with respect to their obligations and consumers' rights under the *Consumer Protection Act*, CQLR c P-40.1; and **ORDER** collective recovery of these sums;
- V. **CONDEMN** the Defendants to pay to each class member, in addition to the collective damages award, compensatory damages in an amount determined by the court for any individualized damages resulting from their denied access, with interest at the legal rate and the additional indemnity provided for by law in accordance with article 1619 of the *Civil Code of Quebec* from the date of filing of the application for authorization to institute a class action, and **ORDER** the individual recovery of these sums;

- VI. **ORDER** that the Defendants are required to discontinue discriminatory practices by expeditiously undertaking the requisite measures to render Uber services accessible to Class Members within a reasonable period.
- VII. **RECONVENE** the parties before the Court within 45 days after the date on which this judgment becomes final, to fix the mechanisms for distribution of the amounts recovered;
- VIII. **THE WHOLE** with costs, including all expert fees, notice fees, and administration expenses, if any.

DECLARE that any member who has not requested his exclusion from the class be bound by any judgment to be rendered on the class action, in accordance with law;

DECLARE that the Defendants have infringed the fundamental right of the Class Members by reason of their disability, in violation of sections 1,4,10,15 of the *Charter*;

DECLARE that any Class Member who has not requested his exclusion from the class be bound by any judgment to be rendered on the class action, in accordance with law;

DECLARE that the Defendants have violated the fundamental rights of Class Members outlined in sections 1,3,4,10,15 of the *Charter*;

ORDER the Defendants are to pay punitive damages under section 49 of the *Charter*, with the specific amount to be determined by the Court;

ORDER the Defendants are required to discontinue discriminatory practices by expeditiously undertaking the requisite measures to render Uber services accessible to Class Members within a reasonable period.

MAKE any other order that the Court deems necessary for the protection of the interests of Class Members;

FIX the delay for exclusion from the Class at 60 days from the date of notice to the Class, and after the expiry of such delay, the Class Members who have not requested exclusion be bound by any such judgment;

ORDER the publication of a notice to the Class Members according to the terms to be determined by the Court;

REFER the record to the Chief Justice so that he may fix the district in which the class action is to be brought, and the judge before whom it will be heard. In the event that the class action is to be brought in another district, that the clerk of this Court be ordered, upon receiving the decision of the Chief Justice, to transmit the present record to the clerk of the district designated.

THE WHOLE with legal costs, including the cost of all notices.

Montréal, June 9, 2025

Slater Vecchio

SLATER VECCHIO

Me Saro Turner

Me Al Brix

Me Andrea Roulet

Me François Pariseau

Counsel for the Applicant

5352 Saint Laurent boulevard

Montréal, Québec, H2T 1S1

Tel: 514-534-0962

Fax: 514-552-9706

sjt@slatervecchio.com

adb@slatervecchio.com

acr@slatervecchio.com

frp@slatervecchio.com