No. S256217

Vancouver Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

Between

M[redacted]ANGELES
T[redacted]BERTHIAUME

PLAINTIFFS

and

UBER CANADA INC.,
UBER TECHNOLOGIES, INC.,
UBER HOLDINGS CANADA INC.,
UBER RASIER CANADA INC.,
and RASIER, LLC ("UBER")

DEFENDANTS

Brought under the *Class Proceedings Act*, R.S.B.C. 1996, c. 50

**NOTICE OF CIVIL CLAIM**

**This action has been started by the plaintiff for the relief set out in Part 2 below.**

If you intend to respond to this action, you or your lawyer must

(a) file a response to civil claim in Form 2 in the above-named registry of this court within the time for response to civil claim described below, and

(b) serve a copy of the filed response to civil claim on the plaintiff.

If you intend to make a counterclaim, you or your lawyer must

(a) file a response to civil claim in Form 2 and a counterclaim in Form 3 in the above-named registry of this court within the time for response to civil claim described below, and

(b) serve a copy of the filed response to civil claim and counterclaim on the plaintiff and on any new parties named in the counterclaim.

JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the response to civil claim within the time for response to civil claim described below.

**Time for response to civil claim**

A response to civil claim must be filed and served on the plaintiff,

(a) if you reside anywhere in Canada, within 21 days after the date on which a copy of the filed notice of civil claim was served on you,
(b) if you reside in the United States of America, within 35 days after the date on which a copy of the filed notice of civil claim was served on you,
(c) if you reside elsewhere, within 49 days after the date on which a copy of the filed notice of civil claim was served on you, or
(d) if the time for response to civil claim has been set by order of the court, within that time.

## THE PLAINTIFFS' CLAIM

### PART 1: STATEMENT OF FACTS

***Overview***

1. The Plaintiffs, Ms. Angeles and Ms. Berthiaume, wish to institute a class action on behalf of the following class, of which they are a member, namely:

> All persons who paid for Vancouver CCMP Pickup Recovery Surcharge and/or Vancouver CCMP Dropoff Recovery Surcharge charged to them by Uber from December 1, 2023 to the date the class action is certified.

2. This case concerns the Defendants becoming unjustly enriched at Class Members' expense, committing the tort of civil fraud, conversion, and violating their obligations of good faith contractual performance and exercising their contractual discretion in an unreasonable manner. Defendants also violated the *Business Practices and Consumer Protection Act*, SBC 2004, c.2, as amended, including ss. 4, 5 & 8.

3. As transport network service providers, the Defendants were required to hold a valid congestion and curbside management permit to pick up or drop off passengers on any city street in the Metro Vancouver core. The fee for the permit was levied by the City of Vancouver for each stop within the Metro core during the designated times of 7 a.m. to 10 p.m. Instead of paying the fees, Uber charged those fees to Plaintiffs and Class Members despite believing that s. 21.8 of Vancouver City Bylaw No. 2849 was unlawful. Uber never disclosed this to Plaintiffs and Class Members and should not have charged the two Surcharges until after Uber's legal challenge to the Bylaw was decided in a court judgment upholding it as lawful.

4. Section 21.8 was declared unlawful by this Honourable Court in its judgment in *Uber Canada Inc. v. City of Vancouver*, 2025 BCSC 1534, released on August 8, 2025. Uber has not reimbursed Plaintiffs and Class Members for the monies collected as Vancouver CCMP Pickup Recovery Surcharge and/or Vancouver CCMP Dropoff Recovery Surcharge.

5. As well, as evidenced by a receipt reproduced below, Plaintiff Ms. Angeles was charged Vancouver CCMP Dropoff Recovery Surcharge on August 10, 2025 – two days after this Honourable Court's judgment. Uber is therefore collecting monies from Plaintiffs and Class Members to pay permit fees it is no longer legally bound to pay, even though Uber has not applied to stay this Honourable Court's judgment.

6. The Plaintiffs and Class Members suffered compensable injuries directly and immediately caused by the Defendants' civil fraud, conversion, unjust enrichment, and breaches of contractual obligations of good faith, and the *Business Practices and Consumer Protection Act*.

7. As a result, Plaintiffs and Class Members and are entitled to claim damages for, *inter alia*

   (a) The amount of money paid in pick up and drop off fees; and

   (b) Punitive damages

***The Parties***

8. Defendant Uber Canada Inc. ("Uber Canada") is a Canadian transportation network corporation with its principal place of business in Toronto, Ontario. Uber Canada conducts business in Canada, including within the province of British Columbia.

9. The Plaintiff brings this claim on their own behalf and on behalf of all persons who paid for Vancouver CCMP Pickup Recovery Surcharge and/or Vancouver CCMP Dropoff Recovery Surcharge charged to them by Uber from December 1, 2023 to the date the class action is certified (the "**Class**", "**Class Members**" and "**Class Period**").

10. The Plaintiff Ms. Angeles is a resident of the City of Vancouver, British Columbia. The Plaintiff Ms. Berthiaume is a resident of the City of Burnaby, British Columbia.

11. Before and after December 1, 2023, including up to August 8, 2025, the Plaintiffs used the Uber ridesharing app to book and pay for rides in Metro Vancouver numerous times.

12. Each time the Plaintiffs booked an Uber ride for a trip in or to or from Metro Vancouver, where the Plaintiffs were charged the Vancouver CCMP Pickup Recovery Surcharge and/or Vancouver CCMP Dropoff Recovery Surcharge.

13. The amount of each surcharge varied between $0.25-$0.50 for each pickup and drop-off depending on whether or not the vehicle was zero emission, with the lower amount being charged for zero emission vehicles. Sometimes the charge was $0.30 and $0.40.

14. For example, the Plaintiff Ms. Angeles paid the Dropoff Recovery Surcharge on July 28, 2025, for a total of $0.50. This is only one of many examples of the Plaintiff having been charged and paid either or both Surcharges since December 2023.

15. Astonishingly, Uber charged Plaintiff Ms. Angeles the Vancouver CCMP Dropoff Recovery Surcharge on August 10, 2025 – two days after the British Columbia Supreme Court invalidated s. 21.8 of Vancouver City Bylaw No. 2849.

16. Below is only one of many examples of the Plaintiff Ms. Berthiaume having been charged and paid either or both Surcharges since December 2023:

**The Situation**

17. From on or about December 1, 2023 to on or about August 8, 2025, a Vancouver City ("City") bylaw required ride-share companies to pay for permits to pick up or drop off passengers in the Metro core of Vancouver between 7:00 a.m. and 10:00 p.m. Application-based ride share providers, like Uber, are regulated as "transportation network services" ("TNS").

18. The bylaw at issue is s. 21.8 of Vancouver City Bylaw No. 2849, which prohibited TNS vehicles from stopping to pick up or drop off passengers on any City street in the Metro Vancouver core, unless they held a valid "congestion and curbside management permit". The bylaw allowed the City Engineer to charge a set fee for the permit, and the fee was

levied per stop within the Metro core during the designated times. Since December 2023, that fee was $0.25 for zero-emission vehicles and $0.50 for all other vehicles.

19. Instead of paying the fees themselves, Uber passed them down to Plaintiffs and Class Members in the form of pickup and drop off fees charged with each ride booked from Uber. Uber did not disclose the pickup and drop off fees at the outset of the trip booking process and only disclosed it at the final stage of booking and paying for the trip. Uber did not disclose that it believed s. 21.8 to be unlawful or that it had commenced a legal challenge seeking to invalidate s. 21.8.

20. Receipts identify the fees as "Vancouver CCMP Pickup Recovery Surcharge" and "Vancouver CCMP Dropoff Recovery Surcharge".

21. Uber continued to charge the pickup and drop fees to Class Members even after the invalidation of s. 21.8 of Vancouver City Bylaw No. 2849 on August 8, 2025 by the Supreme Court of British Columbia in *Uber Canada Inc. v. Vancouver (City)*, 2025 BCSC 1534.

22. Uber has therefore collected monies from Plaintiffs and Class Members in the form of the two Surcharges without lawful authority.

**PART 2 – RELIEF SOUGHT**

23. An order appointing Plaintiffs Ms. Angeles and Ms. Berthiaume as Class Representatives;

24. An order certifying this action as a class proceeding under the *Class Proceedings Act,* RSBC 1996, c 50;

25. A declaration that Uber committed the tort of civil fraud;

26. A declaration that Uber unjustly enriched themselves at Plaintiff and Class Members' expense;

27. A declaration that Uber violated the *Business Practices and Consumer Protection Act*, SBC 2004, c.2, as amended, including ss. 4, 5 & 8;

28. A declaration that the Defendants breached their contract with each Class member;

29. Assessment of aggregate damages;

30. Punitive damages;

31. Pre- and post-judgment interest under the *Court Interest Act*, RSBC 1996, c. 79;

32. Such further and other relief as this Honourable Court may deem just.

**PART 3 – LEGAL BASIS**

33. The Plaintiffs plead and rely on common law causes of action and statutory causes of action recognized in British Columbia and/or in the other Provinces and Territories in which Class Members reside.

**Unjust Enrichment**

34. From the moment s. 21.8 of Vancouver City Bylaw No. 2849 was invalidated by this Honourable Court on August 8, 2025 in *Uber Canada Inc. v. Vancouver (City)*, 2025 BCSC 1534, Uber became unjustly enriched at Class Members' expense in an amount corresponding to the amounts collected as "Vancouver CCMP Pickup Recovery Surcharge" and "Vancouver CCMP Dropoff Recovery Surcharge" in each Uber ride booked in Metro Vancouver prior to and after that date. As evidenced above, Uber continued to collect the Surcharge on August 10, 2025 and likely to the present day.

35. Each element of unjust enrichment is met.

36. Uber was enriched by collecting the "Vancouver CCMP Pickup Recovery Surcharge" and "Vancouver CCMP Dropoff Recovery Surcharge" in each Uber ride in Metro Vancouver booked and paid for by Plaintiff and Class Members.

37. Plaintiff and Class Members were correlatively deprived in the amounts they each paid to Uber in the form of the "Vancouver CCMP Pickup Recovery Surcharge" and "Vancouver CCMP Dropoff Recovery Surcharge" charged for each Uber ride.

38. The invalidation of s. 21.8 of Vancouver City Bylaw No. 2849 on August 8, 2025 means that Uber has no juridical basis for the enrichment for monies collected for those Surcharges before and after August 8, 2025.

39. Plaintiff and Class Members are therefore entitled to restitution in amounts corresponding to all monies paid as "Vancouver CCMP Pickup Recovery Surcharge" and "Vancouver CCMP Dropoff Recovery Surcharge"

**Civil Fraud**

40. Uber committed the tort of civil fraud by charging and accepting payments for pickup and drop off fees from Plaintiff and Class Members in the form of the "Vancouver CCMP Pickup Recovery Surcharge" and "Vancouver CCMP Dropoff Recovery Surcharge" in relation to a bylaw that Uber itself believed was illegal and by failing to notify Plaintiffs and Class Members of same.

41. Uber also committed the tort of civil fraud by continuing to charge and collect money from Class Members after s. 21.8 of the Bylaw was invalidated on August 8, 2025 and by failing to disclose to Class Members that the Bylaw for which the Surcharge was being collected is unlawful and no longer in force.

**Breach of Contractual Duties of Good Faith**

42. Uber entered into a contract with each member of the Class pursuant to which Class Members were charged the "Vancouver CCMP Pickup Recovery Surcharge" and "Vancouver CCMP Dropoff Recovery Surcharge".

43. Uber was obligated to abide by its contractual duty of good faith, including honest contractual performance and exercising its contractual discretion in a way that is reasonable, not arbitrary, and otherwise is good faith. Prior to August 8, 2025, Uber breached its duty of honest contractual performance by charging Plaintiffs and Class Members the "Vancouver CCMP Pickup Recovery Surcharge" and "Vancouver CCMP Dropoff Recovery Surcharge" in relation to a bylaw that Uber itself believed was illegal and by failing to notify Plaintiff and Class Members of same.

44. Prior to August 8, 2025, Uber exercised its contractual discretion in an unreasonable, arbitrary, or excessive manner, and therefore contrary to its contractual obligation of good faith, by charging Plaintiff and Class Members "Vancouver CCMP Pickup Recovery Surcharge" and "Vancouver CCMP Dropoff Recovery Surcharge" in relation to a bylaw that Uber itself believed was illegal and failing to notify Plaintiff and Class Members of same.

45. As of August 8, 2025, Uber breached its duty of honest contractual performance by charging Plaintiff Ms. Angeles and Class Members the "Vancouver CCMP Pickup Recovery Surcharge" and "Vancouver CCMP Dropoff Recovery Surcharge" after this Honourable Court invalidated s. 21.8 of Vancouver City Bylaw No. 2849.

46. As of August 8, 2025, Uber exercised its contractual discretion in an unreasonable, arbitrary, or excessive manner, and therefore contrary to its contractual obligation of good faith, by charging Plaintiff Ms. Angeles and Class Members "Vancouver CCMP Pickup Recovery Surcharge" and "Vancouver CCMP Dropoff Recovery Surcharge" after this Honourable Court invalidated s. 21.8 of Vancouver City Bylaw No. 2849.

**Conversion**

47. Uber did not have a lawful basis for collecting the "Vancouver CCMP Pickup Recovery Surcharge" and "Vancouver CCMP Dropoff Recovery Surcharge." The money collected by Uber via those Surcharges was the Plaintiffs and Class Members' property.

48. It has long been recognized that an action in conversion may be brought by the rightful holder of a banking or other financial instrument against a wrongful dispossessor. Plaintiffs and Class Members authorized Uber to charge the "Vancouver CCMP Pickup Recovery Surcharge" and "Vancouver CCMP Dropoff Recovery Surcharge" to their credit cards. Plaintiff and Class Members reasonably believed that the Surcharges were lawful.

49. Up to and until August 8, 2025, Uber charged the credit cards of Plaintiffs and Class Members despite believing that the Bylaw was illegal.

50. As of August 8, 2025, Uber charged the credit cards of Plaintiff Ms. Angeles and Class Members for the "Vancouver CCMP Pickup Recovery Surcharge" and "Vancouver CCMP Dropoff Recovery Surcharge" despite no longer being required s. 21.8 of Vancouver City Bylaw No. 2849.

51. Conversion is a strict liability tort. As a result, Uber may be held liable whether or not it was negligent.

**Breach of *Business Practices and Consumer Protection Act***

52. Uber is subject to the provisions of British Columbia's *Business Practices and Consumer Protection Act* because it entered into consumer contracts and/or "consumer transactions" with individuals using its ridesharing services in Metro Vancouver.

53. The Plaintiffs and numerous Class Members are resident of British Columbia, and each entered into consumer agreements or conducted "consumer transactions" with Uber in booking and paying for ridesharing services. The definition of "consumer" in said legislation means "an individual, whether in British Columbia or not, who participates in a consumer transaction," such that the class definition in the present class action extends to non-residents of British Columbia who paid the surcharges whilst in Metro Vancouver.

54. Uber is subject to the obligations of the *Business Practices and Consumer Protection Act* which prohibit persons who enter into agreements or conduct transactions with consumers from engaging in "deceptive acts and practices" per s. 4 et seq.

55. "Deceptive act[s] or practice[s]… in relation to a consumer transaction," extends to "any conduct by a supplier that has the capability, tendency or effect of deceiving or misleading a consumer…"

56. Up to and until August 8, 2025, Uber's practice of passing on the "Vancouver CCMP Pickup Recovery Surcharge" and "Vancouver CCMP Dropoff Recovery Surcharge" to consumers was deceptive because Uber did not disclose to Plaintiffs and Class Members that they believed the Bylaw justifying them was unlawful and because Uber charged the surcharges to consumers despite Uber's said belief.

57. Instead of deceiving consumers in this manner, Uber should not have charged the two Surcharges to Plaintiff and Class Members and should instead have paid them themselves pending the conclusion of their legal challenge to s. 21.8 of Vancouver City Bylaw No. 2849. Only then could Uber be assured that they were not passing on unlawful fees to Plaintiff and Class Members. And yet, this is precisely what happened.

58. As well, Uber engaged in deceptive acts and practices by charging Plaintiff and Class Members "Vancouver CCMP Pickup Recovery Surcharge" and "Vancouver CCMP Dropoff Recovery Surcharge" on after August 8, 2025 – that is, the date on which this Honourable Court invalidated s. 21.8 of Vancouver City Bylaw No. 2849 and Uber was no longer required to pay the permit fees imposed thereunder.

59. Further, under s. 4(3)(b)(iv) of the Act, Uber's representation of the two Surcharges in the Uber rideshare app constitutes "a representation by a supplier… that a consumer transaction involves or does not involve rights, remedies or obligations that differ from the fact…"

60. Indeed, while Uber did have the obligation to comply with s. 21.8 of Vancouver City Bylaw No. 2849 before August 8, 2025, it did not have the legal obligation to pass the fees on to Plaintiff and Class Members in the form of the "Vancouver CCMP Pickup Recovery Surcharge" and "Vancouver CCMP Dropoff Recovery Surcharge" – especially when Uber itself believed the Bylaw to be unlawful.

61. As well, as of August 8, 2025, when s. 21.8 was invalidated, Uber no longer had the legal obligation to pay the permit fees imposed thereunder, and did not have the legal obligation to pass the fees on to Plaintiff and Class Members in the form of the "Vancouver CCMP Pickup Recovery Surcharge" and "Vancouver CCMP Dropoff Recovery Surcharge"

62. Importantly, under s. 4(2), "[a] deceptive act or practice by a supplier may occur before, during or after the consumer transaction."

63. In addition, or alternatively, Uber's conduct before and after August 8, 2025, constitutes an "unconscionable act or practice" under s. 8(1). Consistent with s. 8(2), the circumstances known to Uber prior to August 8, 2025 – that it believed s. 21.8 of the Bylaw to be unlawful while passing on the fees to Plaintiff and Class Members as Surcharges – must be considered.

64. Further, as of August 8, 2025, when s. 21.8 was invalidated, Uber unquestionably knew that s. 21.8 was unlawful, that it was no longer required to pay the permit fees thereunder, and thus that it was no longer necessary to continuing charging and collecting money from Plaintiff Ms. Angeles and Class Members for the "Vancouver CCMP Pickup Recovery Surcharge" and "Vancouver CCMP Dropoff Recovery Surcharge".

65. As such, before and after August 8, 2025, under s. 8(3)(b) Uber "took advantage of the consumer's… inability… to reasonably protect the consumer['s]… own interest because of… [the] inability to understand the character" of the Surcharge, "or any other matter related to the transaction."

**Damages**

66. The Plaintiffs on their behalf of the Class Members claim compensatory damages on an aggregate basis.

67. The Plaintiffs also claims on their own behalf and other Class Members compensatory damages on behalf of each Class Member for monetary injuries arising from the payment of pick up and drop off fees.

**Punitive Damages**

68. Uber's misconduct as described above, was oppressive and highhanded, and markedly departed from ordinary standards of decent behaviour.

69. Uber deliberately passed down to Plaintiffs and Class Members the costs Uber was required to pay for "congestion and curbside management permit" under s. 21.8 of Vancouver City Bylaw No. 2849 in the form of the "Vancouver CCMP Pickup Recovery Surcharge" and "Vancouver CCMP Dropoff Recovery Surcharge".

70. Despite its belief that s. 21.8 was unlawful, and despite having challenged its legality, Uber continued passing down the fees to Plaintiffs and Class Members instead of paying the fees themselves and only charging Plaintiffs and Class Members once the Bylaw's legality was confirmed by a court of competent jurisdiction.

71. Uber made Plaintiffs and Class Members pay surcharges that Uber themselves believed to be illegal.

72. Uber failed to take immediate steps to immediately reimburse Plaintiffs and Class Members all amounts paid for the "Vancouver CCMP Pickup Recovery Surcharge" and "Vancouver CCMP Dropoff Recovery Surcharge" once the Supreme Court of British Columbia's judgment was rendered that invalidated the bylaw.

73. Further – and despite unquestionably knowing on August 8, 2025, that s. 21.8 was unlawful – Uber continued charging Class Members like Plaintiff Ms. Angeles the "Vancouver CCMP Pickup Recovery Surcharge" and "Vancouver CCMP Dropoff Recovery Surcharge" after that date without this Honourable Court's judgment in *Uber Canada Inc. v. The City of Vancouver*, 2025 BCSC 1534 being of immediate effect and not having been stayed pending appeal by a court of competent jurisdiction.

74. Uber should have stopped charging the two Surcharges from the moment s. 21.8 was invalidated. Its failure to do so is inexplicable, shocking, outrageous, and apparently motivated by nothing but corporate greed and profit-making desires.

75. Uber's actions offend the moral standards of the community and warrant this Honourable Court's condemnation. An award of punitive damages should therefore be ordered.

**Joint and Several Liability**

76. The Defendants are jointly and severally liable for the acts of each of them.

**Service on Out-of-Province Defendants**

77. The Plaintiff and Class Members have the right to serve this Notice of Civil Claim on the Defendant pursuant to the *Court Jurisdiction and Proceedings Transfer Act*, SBC 2003, c

28, s 10 (CJPTA), because there is a real and substantial connection between British Columbia and the facts on which this proceeding is based.

- concerns contractual obligations that were, or to a substantial extent, performed in British Columbia (*CJPTA*, s. 10(e)(i))
- a tort committed in British Columbia (CJPTA, s. 10(g)); and
- a business carried on in British Columbia (CJPTA, s. 10(h))

**Relevant Statutes**

78. The Plaintiffs plead and rely upon the *Class Proceedings Act*, and the *Business Practices and Consumer Protection Act*, SBC 2004, c.2, as amended.

**Plaintiffs address for service:**
Consumer Law Group Professional Corporation
150 Elgin Street, 10th Floor
Ottawa, ON K2P 1L4

**Fax number for service:** (613) 627-4893

**Email address for service:**
jorenstein@clg.org
ldavid@clg.org

**Place of trial:** Vancouver, British Columbia

**The address of the registry is:**

800 Smithe Street
Vancouver, BC
V6Z 2E1

Date: August 18, 2025

Signature of lawyer for plaintiffs
Lawrence David

Rule 7-1 (1) of the Supreme Court Civil Rules states:

(1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,

(a) prepare a list of documents in Form 22 that lists

(i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and

(ii) all other documents to which the party intends to refer at trial, and

(b) serve the list on all parties of record.

ENDORSEMENT ON ORIGINATING PLEADING OR
PETITION FOR SERVICE OUTSIDE BRITISH COLUMBIA

The plaintiff claims the right to serve this pleading on the Defendants outside British Columbia on the ground that the *Court Jurisdiction and Proceedings Transfer Act*, SBC 2003, c. 28, s. 10 (*CJPTA*) applies because there is a real and substantial connection between British Columbia and the facts on which this proceeding is based. The Plaintiff and Class Members rely on the following grounds, in that this action concerns:

- a tort committed in British Columbia (*CJPTA*, s. 10(g));
- a business carried on in British Columbia (*CJPTA*, s. 10(h));
- contractual obligations that were, or to a substantial extent, performed in British Columbia (*CJPTA*, s. 10(e)(i))