

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK
MANHATTAN DIVISION**

NYKERIA THOMAS, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

DRIVE SALLY LLC,

Defendant.

Case No.

CLASS ACTION COMPLAINT

DEMAND FOR JURY TRIAL

Plaintiff Nykeria Thomas (“Plaintiff”), individually and on behalf of all others similarly situated, by and through her undersigned counsel, alleges as follows based upon personal knowledge as to her own acts and experiences, and as to all other matters, upon information and belief, including the investigation conducted by her counsel.

INTRODUCTION

1. Plaintiff brings this class action against Defendant Drive Sally LLC (“Drive Sally” or “Defendant”) on behalf of herself and all similarly situated rideshare drivers (“Class Members”) who rented vehicles from Drive Sally.

2. This action arises from Drive Sally’s uniform and deceptive business model through which it advertises vehicle rentals at fixed weekly rates with “no hidden fees” and “all-inclusive” pricing including insurance and maintenance while systematically charging drivers substantially more than the advertised price. Drive Sally makes affirmative misrepresentations about the cost and terms of its rental services and deliberately withholds the information that would allow drivers to discover the truth before they are financially and practically committed to rental

agreements.

3. Additionally, Drive Sally represents in its marketing and advertising that it offers refundable deposits, meticulously maintained vehicles suitable for most rideshare platforms and that its rentals are permitted for both personal and rideshare use.

4. These representations were disseminated to the public online through Drive Sally's website and mobile applications and through its third-party partners including Uber and were directed at prospective consumers nationwide.

5. Plaintiff Thomas and Class Members relied on Drive Sally's representations when deciding to commit to rental services. Those representations were material and false, and Plaintiff Thomas and Class Members would not have rented from Drive Sally, or would have paid less, had the true costs and terms of the rental services been disclosed.

6. Drive Sally knew, or was reckless in not knowing, that these representations were false and capable of deceiving reasonable consumers at the time they were made.

7. Drive Sally's business model is designed to induce drivers to commit to rental agreements before they are provided with the material terms governing the agreement. Drive Sally requires drivers to pay initial refundable deposits and thereafter contacts drivers to schedule a time to travel to its physical vehicle pickup locations before being presented with any contract.

8. At the pickup locations, Drive Sally promises to "walk" consumers through the rental agreement. However, the experiences of Plaintiff Thomas and Class Members reveal that Drive Sally misrepresents and otherwise fails to disclose material terms of the rental agreement by not providing the full Terms and Conditions.

9. Drivers must execute a limited Order Form without being provided with the full Terms and Conditions that Drive Sally later relies upon to impose additional charges and coercive

business practices.

10. Because Drive Sally fails to provide drivers with the Terms and Conditions governing the rental agreement prior to execution, drivers are not afforded a meaningful opportunity to review or assent to those terms. As a result, no enforceable agreement incorporating those terms is formed.

11. Only after drivers are financially and practically committed to the transaction does Drive Sally reveal the true costs of its rental services, including recurring weekly charges for insurance and maintenance, as well as additional fees that are undisclosed or incorrectly applied.

12. Drive Sally also fails to return refundable deposits as promised, provides badly maintained and/or unsafe vehicles and otherwise fails to ensure that its vehicles are acceptable for use with other rideshare platforms.

13. Further, Drive Sally relies on the undisclosed Terms and Conditions to abuse its discretion and utilize coercive practices against drivers, including unilateral weekly rate increases, threatening billing practices, and remote vehicle deactivation, which drivers cannot reasonably resist given their dependence on the vehicles for income and deprives them of the benefit of their bargain.

14. Drive Sally's conduct, as alleged herein, is deceptive and unjust. Drive Sally intentionally targets the vulnerable rideshare driver population through its marketing and advertising, induces them to enter rental agreements while omitting the material terms and fees that govern the agreement, and thereafter utilizes coercive business practices to keep drivers economically dependent on its services. This pattern is so prevalent that thousands of online complaints have been lodged against Drive Sally.

15. Accordingly, Plaintiff seeks damages, restitution, injunctive relief and all other

appropriate relief she and similarly situated drivers suffered and continue to suffer resulting from Drive Sally's violations of the New York General Business Law, breaches of contract and other common law claims.

JURISDICTION AND VENUE

16. This action is properly before this Court, and this Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1332(d)(2) (the Class Action Fairness Act). At least one member of the proposed class is a citizen of a different state than Drive Sally, the number of proposed Class Members exceeds 100, and the amount in controversy exceeds the sum or value of \$5,000,000.00 exclusive of interests and costs. *See* 28 U.S.C. § 1332(d)(2)(A).

17. In addition, under 28 U.S.C. § 1367, this Court may exercise supplemental jurisdiction over the state law claims because all the claims are derived from a common nucleus of operative facts and are such that Plaintiff would ordinarily expect to try them in one judicial proceeding.

18. This Court has personal jurisdiction over Defendant because Defendant maintains its principal place of business in this District. Defendant also maintains sufficient minimum contacts in this District and otherwise intentionally avails itself of the markets within this District through the promotion, sale and marketing of its rental services and which renders the exercise of jurisdiction by this Court proper and necessary.

19. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b) because Defendant maintains its principal place of business in this District and a substantial part of the events and/or omissions giving rise to Plaintiff's claims emanated from this District.

20. Additionally, the parties' rental agreement contains a forum selection clause providing that this District:

“shall have exclusive jurisdiction over any claim, demand, lawsuit or legal action or cause of action arising out of or relating to the Agreement, or instituted hereunder, or based upon any document subsequently delivered hereto. Each party hereto irrevocably and unconditionally (i) consents to the exclusive jurisdiction of any state or federal court located within New York County, New York, (ii) submits to the personal jurisdiction and venue of such courts for such purposes, and (iii) waives all claims (by way of motion, as a defense or otherwise) of improper venue, that any such court is an inconvenient forum, that this Agreement or its subject matter may not be enforced in or by such courts, and that such party is not subject personally to the jurisdiction of any such court.” *See* “Exhibit A” at Section F.

21. As such, this District is a proper and contractually agreed-upon forum.

Koninklijke Philips Electronics v. Digital Works, Inc., 358 F. Supp. 2d 328, 333 (S.D.N.Y.

2005)

THE PARTIES

A. Plaintiff Nykeria Thomas

22. Plaintiff Nykeria Thomas is a citizen of Glen Ellyn, Illinois who rented from Drive Sally for use in rideshare driving.

23. Before renting from Drive Sally, Plaintiff Thomas saw advertisements on Uber’s platform, which represented a fixed weekly rate of \$275 with insurance and maintenance included and no hidden fees.

24. Plaintiff relied on these representations in deciding to rent from Drive Sally.

25. In or about July 2025, Plaintiff applied with Drive Sally through its online platform and mobile application and paid a deposit prior to being provided with any terms governing the rental agreement.

26. Plaintiff then traveled to Drive Sally’s pickup site where she was presented with an Order Form for signature. Unbeknownst to Plaintiff, she was not provided with the full Terms and Conditions governing the rental agreement.

27. Contrary to Drive Sally’s representations in its marketing and advertising, the true

cost of her rental was \$389.00 per week, later improperly raised mid-agreement to \$434.00 per week.

28. Additionally, Plaintiff Thomas was charged for insurance, maintenance, and other fees that were not disclosed at the time of contracting and contradicted Drive Sally's representations.

29. Plaintiff Thomas also fell victim to coercive business practices during the contractual period.

30. On or about January 2026, Drive Sally improperly terminated Plaintiff's rental agreement and imposed a \$400 early termination fee despite her having a zero-account balance and not initiating termination herself.

31. Following her termination, Drive Sally did not return her \$300 refundable deposit.

32. A rental agreement at a fixed weekly rate which included both insurance and maintenance and had no hidden fees was important to Ms. Thomas' purchase decision. Relying on these assurances, Ms. Thomas signed a contract with Drive Sally without being provided the full terms and fees governing the agreement. Had Plaintiff been aware that the cost of the rental would be substantially higher than what was represented and had she been aware of the full terms governing the rental agreement, she would not have entered into the rental agreement with Drive Sally.

33. On or about March 3, 2026, through her counsel, Ms. Thomas sent a letter to Drive Sally notifying it of its violations of state law and breaches of contract, demanding relief on behalf of herself and all others similarly situated, and notifying Drive Sally of her intent to bring claims alleged herein if Drive Sally did not comply. Drive Sally did not respond to Plaintiff's letter.

B. Defendant

34. Defendant Drive Sally LLC is a limited liability company organized and existing under the laws of Delaware, is registered to do business in New York and maintains a principal place of business at 23-59 Borden Avenue, Long Island City, NY 11101.

35. Drive Sally is a fleet operator that offers rental services. Drive Sally markets and offers services in the New York City, San Francisco, Chicago and Las Vegas metropolitan areas.

36. Drive Sally promotes, markets, and advertises its rental services directly to consumers on its website and through third-party partners such as rideshare companies including, but not limited to, Uber.

37. Defendant's deceptive marketing, advertising, website and mobile application operations, as fully described herein, are directed and controlled from its headquarters in Long Island City, New York.

FACTUAL ALLEGATIONS

A. Drive Sally's Position in the Rideshare Industry

38. Ridesharing is an on-demand transportation service available on most smartphones where mobile applications are used to connect users with private drivers for a fee.¹

39. The ridesharing industry in the United States is massive and continues to grow. It is estimated that roughly 36% of the U.S. population uses rideshare services such as Uber or Lyft.² In 2025, the industry was valued at \$58.1 billion and is expected to increase to \$70 billion in 2026.³

¹ Market Data Forecast, *U.S. Ride Sharing Market Size, Share, Trends & Growth Forecast Report*, <https://www.marketdataforecast.com/market-reports/united-states-ride-sharing-market> (last updated May 2026, last visited June 11, 2026).

² Statista, *Ride-sharing services in the U.S. – statistics & facts*, <https://www.statista.com/topics/4610/ridesharing-services-in-the-us/> (visited June 11, 2026).

³ *Supra* fn.1.

40. Rideshare companies utilize technology to match drivers with riders through a customer-to-customer business model at the touch of the fingertip with most smartphones.⁴ Their platforms enable vehicle owners to turn their vehicles into their own taxi service and generate income.

41. Rideshare drivers need only meet a few minimum requirements before driving for companies. For example, Uber requires its drivers to meet the minimum age to drive in a specific state, have at least one year of driving experience, have access to an eligible four-door vehicle, share proof of legality (such as a valid driver's license and insurance) and pass a background check.⁵

42. These minimum requirements demonstrate that there is no high bar to becoming a rideshare driver in the United States and it's reasonable to assume that most citizens would qualify.

43. Research shows that rideshare drivers work substantial hours and rely on driving as their primary source of income.⁶

44. A 2024 report surveying rideshare drivers in New York City found that respondents were largely full-time Uber/Lyft drivers, that 81% of drivers drove 32+ hours per week, 56% drove for a for-hire company for five years or more, and 80% drove as their sole source of income.⁷

45. The UCLA Labor Center's Los Angeles driver survey found that driving was "more

⁴ *Id.*

⁵ Uber, *Requirements to sign up as a driver*, <https://help.uber.com/en/driving-and-delivering/article/requirements-to-sign-up-as-a-driver?nodeId=d4a4038b-2553-4917-af9c-132135feece7> (visited June 11, 2026).

⁶ Gridwise, *Who are rideshare drivers? A demographic breakdown of rideshare drivers in the U.S.*, <https://gridwise.io/blog/who-are-rideshare-drivers-a-demographic-breakdown-of-rideshare-drivers-in-the-u-s> (Aug. 19, 2020) (visited June 11, 2026).

⁷ James A. Parrot, Center for New York City Affairs at The New School, *Revised Expense Model for the NYC Taxi and Limousine Commission's High-Volume For-Hire Vehicle Minimum Pay Standard* (Dec. 2024).

than a casual gig” and reported that over one-third of drivers bought or leased a car so they could drive for a ride-hailing company.⁸

46. National data tells a similar story. More than two-thirds of the digital labor platform workers put in full-time hours.⁹ About 36% of rideshare drivers bought or leased a vehicle to drive.¹⁰

47. Additionally, rideshare drivers are comprised of members of minority groups. According to data from the United States Bureau of Labor Statistics, Black and Latino workers make up almost 42% of Uber drivers although they comprise less than 29% of the overall U.S. workforce.¹¹

48. State surveys reveal more of the same data. In New York City, 86% of app-based drivers are immigrants and 80% reported acquiring their vehicle to enter the industry and would risk losing their investment if they switched to work in another industry.¹²

49. In San Francisco, nearly 80% of app-based drivers and delivery workers are people of color.¹³

50. In Los Angeles County, 23% of drivers for Uber and Lyft are Black, compared to only 8% of the general population.¹⁴

51. Employment through a rideshare company requires consistent access to a

⁸ UCLA Labor Center, *New UCLA Report Finds Driving is More than a Casual Gig for LA Ride-Hailing Drivers*, <https://labor.ucla.edu/new-ucla-report-finds-driving-is-more-than-a-casual-gig-for-la-ride-hailing-drivers/> (May 31, 2018) (visited June 11, 2026).

⁹ National Employment Law Project, *App-Based Workers Speak: Studies Reveal Anxiety, Frustration, and a Desire for Good Jobs* (Oct. 2021).

¹⁰ *Id.*

¹¹ *Supra* n.9.

¹² *Id.*

¹³ *Id.*

¹⁴ *Id.*

qualifying vehicle, insurance and the ability to absorb maintenance and repair costs.

52. For drivers unable to meet those requirements, a growing market of rental services has emerged, prompting companies like Drive Sally to capitalize from this market and provide vehicle access to rideshare drivers.

53. These rental companies often partner with rideshare companies such as Uber to advertise the rental services to rideshare drivers on the rideshare platforms who may lack access to a reliable vehicle.

54. Upon information and belief, Drive Sally is partnered with Uber and advertises its services through the Uber platform including its online website and mobile applications.

55. Upon information and belief, Drive Sally generates revenue through rental payments and fees as well as through charges for insurance products and other ancillary services.

56. The expansion of rideshare focused rental services appears closely tied to the demographic and economic realities of the rideshare workforce. Because many drivers rely on rideshare income on a near-daily basis, vehicle interruptions, including repair issues, insurance disputes, or inability to finance a vehicle independently, can immediately disrupt earning capacity. Rental providers like Drive Sally market themselves as a solution to that problem by offering quick access to rideshare-approved vehicles with often minimal barriers to entry means for individuals to begin earning income immediately without the upfront costs associated with vehicle ownership.

57. Drive Sally has structured its services around the operational demands of driving for rideshare companies, including weekly payment models, rapid onboarding, insurance and maintenance coverage, and vehicle eligibility for rideshare platforms.

58. Drive Sally sets the terms and conditions governing all rentals, collects and processes all payments, controls the insurance and maintenance programs offered and presents

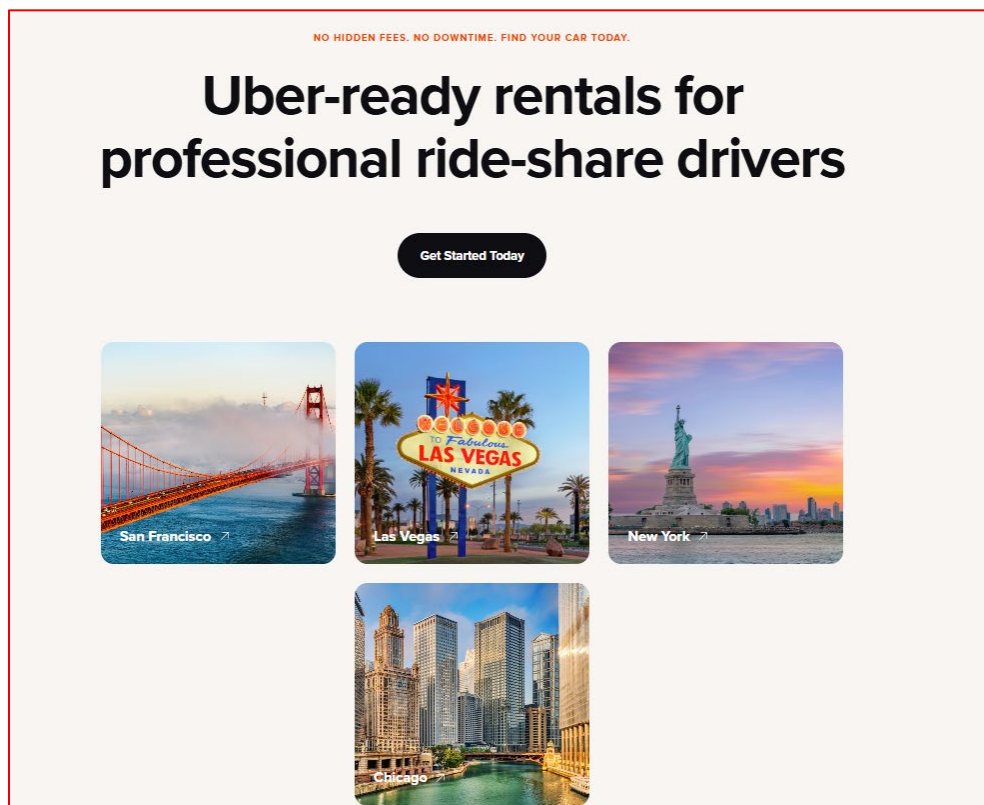
itself to drivers as the party responsible for the rental experience from its headquarters in Long Island City, New York.

59. Drive Sally also takes a unique position as a data-driven company, leveraging data from its vehicles, drivers and public APIs to inform business decisions with the stated goals of incentivizing driver safety, reducing insurance costs and maximizing the value of their assets.¹⁵

B. Drive Sally Markets and Advertises Its Rental Services to Rideshare Drivers

60. Drive Sally specifically targets rideshare drivers through its marketing and advertising.

61. Drive Sally offers “Uber-ready” rentals for rideshare drivers in four metropolitan areas: San Francisco, Las Vegas, New York and Chicago.¹⁶



62. Also prominently advertised are representations of “No hidden fees. No downtime.

¹⁵ <https://www.linkedin.com/company/drive-sally/> (visited June 11, 2026).

¹⁶ Image source: <https://drivesally.com/>.

Find your car today. Uber-ready rentals for professional ride-share drivers.”¹⁷ Drivers are encouraged to apply and “get started today.”¹⁸

63. On its website, Drive Sally repeatedly represents that there are no hidden fees.

64. Drive Sally elaborates that “no hidden fees” means “no surprises – what you see is what you pay. No unexpected costs, just a straightforward rental that fits your budget.”¹⁹

No hidden fees

Transparent pricing means no surprises - what you see is what you pay. No unexpected costs, just a straightforward rental that fits your budget.

65. Similarly, Drive Sally promises “[w]eekly rentals at a fixed price. No hidden fees – just a premium vehicle and reliable customer service.”²⁰

Weekly rentals at a **fixed price**. No hidden fees - just a premium vehicle and reliable customer service.

66. Drive Sally represents that a weekly rental payment includes the price of “the car rental, liability insurance and access to our maintenance and repair facilities. You pay every Thursday at 12:30pm ET for the upcoming week of use.”²¹

What's included in my weekly payment?

Your payment includes the car rental, liability insurance, and access to our maintenance and repair facility. You pay every Thursday at 12:30pm ET for the upcoming week of use.

67. Drive Sally continues to make representations of no hidden fees and all-inclusive

¹⁷ *Id.*

¹⁸ *Id.*

¹⁹ *Id.*

²⁰ *Id.* (emphasis in original).

²¹ Image Source: FAQ at <https://drivesally.com/>.

pricing in specific advertisements for its rental services in Chicago: “starting at \$380 per week with everything included – no hidden fees. Your deposit is fully refundable after 30 days. Insurance, maintenance and remote and on-site support come standard with every rental.”²²

GET ON THE ROAD

Official Uber ride-share partner in Chicago: pre-approved cars and unlimited miles

Get a car starting at \$380 per week with everything included - no hidden fees. Your deposit is fully refundable after 30 days. Insurance, maintenance, and remote and on-site support come standard with every rental.

[Rent a car today](#)

The advertisement features a man with glasses and a beard sitting in the driver's seat of a car, looking at a smartphone. The Uber logo is overlaid on the image.

68. Drive Sally makes identical representations for its rental services offered in San Francisco, Las Vegas and New York.²³

Official Uber ride-share partner in San Francisco: pre-approved cars and unlimited miles

Get a car starting at \$380 per week with everything included - no hidden fees. Your deposit is fully refundable after 30 days. Insurance, maintenance, and remote and on-site support come standard with every rental.

[Rent a car today](#)

Official Uber ride-share partner in Las Vegas: pre-approved cars and unlimited miles

Get a car starting at \$380 per week with everything included - no hidden fees. Your deposit is fully refundable after 30 days. Insurance, maintenance, and remote and on-site support come standard with every rental.

[Rent a car today](#)

Official Uber ride-share partner in New York: pre-approved cars and unlimited miles

Get a car starting at \$380 per week with everything included - no hidden fees. Your deposit is fully refundable after 30 days. Insurance, maintenance, and remote and on-site support come standard with every rental.

[Rent a car today](#)

69. Drive Sally relies on its no hidden fees, all-inclusive pricing model to set itself apart

²² <https://www.drivesally.com/chi>

²³ Image source(s): <https://www.drivesally.com/sf>; <https://www.drivesally.com/lv>; <https://www.drivesally.com/nyc>.

from competitors, claiming that “The Sally Way” includes everything, “yes, everything.”²⁴

The old rental experience

- 2-3 days to get approved**
Waiting doesn't pay — driving does.
- \$700-1000 upfront**
High deposits and first time payments before you even start driving or earning.
- No flexibility**
Strict payment schedules, long-term commitments, and penalties for early returns.

The Sally way

- 24h to start driving**
Quick approval and transparent requirements - get your car today.
- Flexible rentals**
With a minimum rental length of only two weeks, you can upgrade and switch to different vehicles in the future.
- Everything included, yes, everything**
Insurance, maintenance, and remote and on-site support - no surprise fees.

70. With regard to its vehicle fleet, Drive Sally promises “clean and reliable vehicles” and describes its fleet as “meticulously maintained.”²⁵

Clean and reliable vehicles

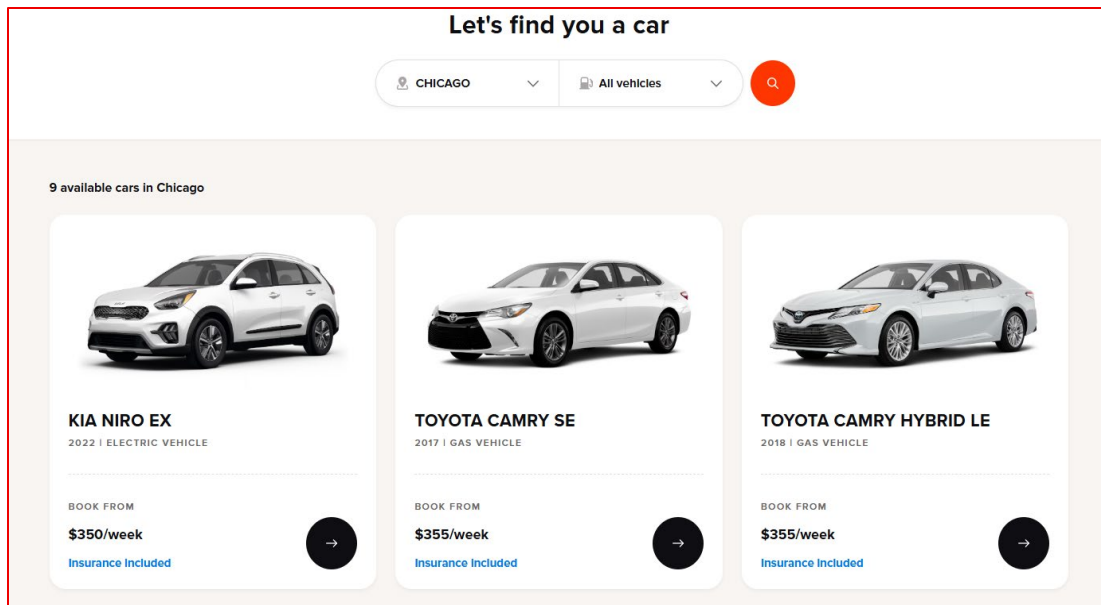
Our fleet is meticulously maintained so that you can focus on earning rather than worrying about your vehicle.

71. Drivers are prompted on the website to explore available rentals in the respective cities they seek to drive in. Drivers are shown vehicle availability accompanied by quoted weekly rates and representations to the effect that insurance is included.²⁶

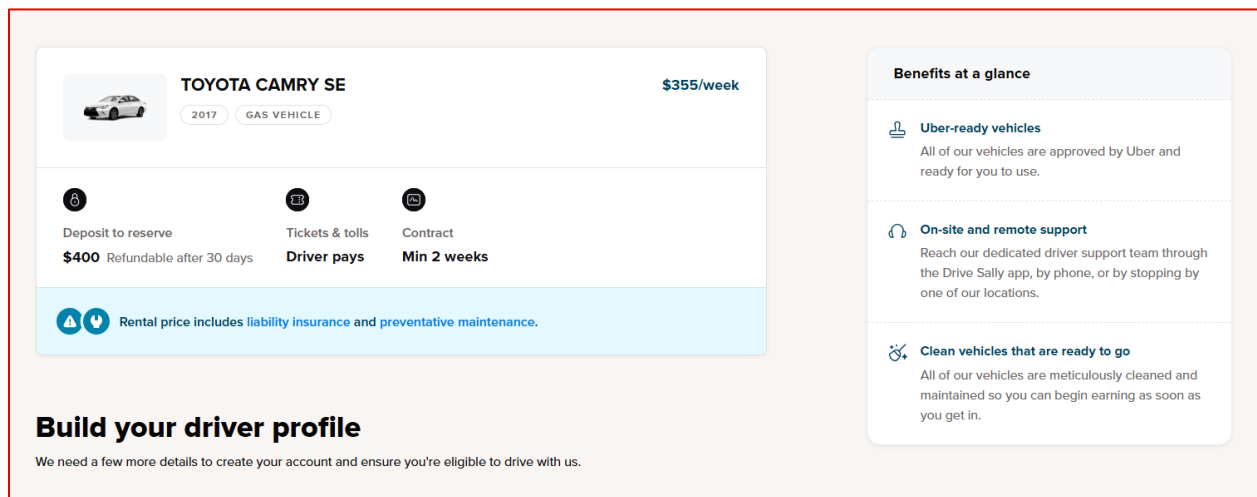
²⁴ <https://www.drivesally.com/nyc>.

²⁵ <https://drivesally.com/>

²⁶ <https://drivesally.com/onboarding?location=chi> (visited Jan. 2026).



72. As a driver continues through the booking process by selecting a vehicle, additional representations appear on the next page that the “[r]ental price includes liability insurance and preventative maintenance,” that the vehicle is “meticulously maintained” and promises a refund of a \$400 deposit “after 30 days.”²⁷

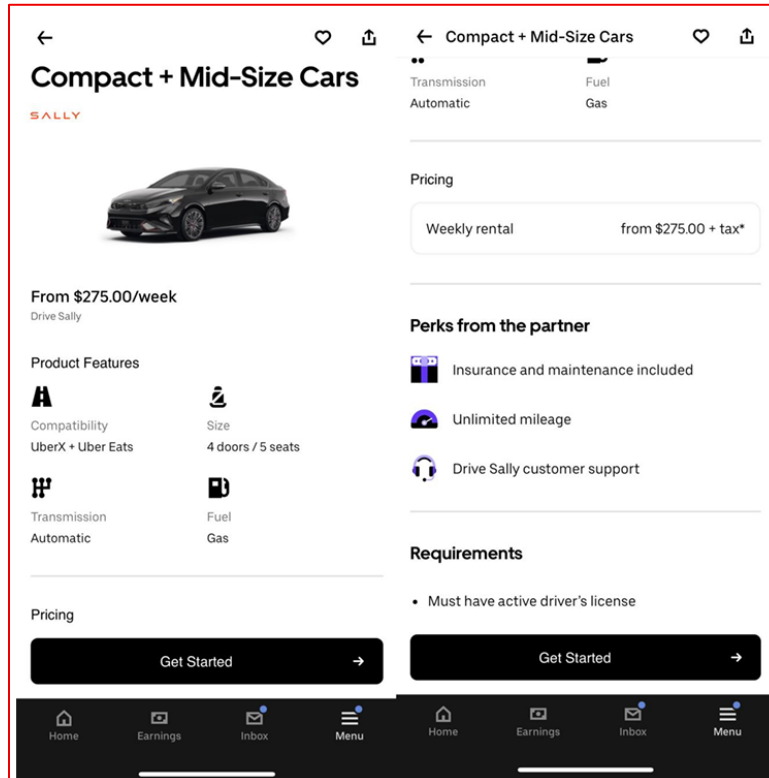


73. Drive Sally advertises similarly on Uber’s driver platform.

74. Plaintiff Thomas saw the Drive Sally advertisement pasted below on the Uber

²⁷ *Id.*

platform which represents a weekly rate of \$275 and the following additional “Perks from the partner”: (1) Insurance and maintenance included; (2) Unlimited mileage; and (3) Drive Sally customer support.



75. Visible on Drive Sally’s website under Frequently Asked Questions, Drive Sally represents that its rentals can be used for personal use.²⁸

Can I use the car for personal use?

Yes, you can use the car for personal reasons as long as it complies with the rental agreement and does not violate any restrictions.

76. Drive Sally also permits its rental vehicles to be used for both Uber and Lyft, thereby purporting to represent that their rental vehicles qualify for use with both companies.²⁹

²⁸ “Your questions, answered” at <https://www.drivesally.com/>.

²⁹ *Id.*

Can I drive for both Uber and Lyft?

Yes, we allow use of the rental vehicle for both Uber and Lyft or any other vehicle rideshare service, as long as it complies with the rental agreement and that rideshare company's policies.

77. The advertisements as described herein, as well as Drive Sally's website and mobile application, through which drivers apply for rental services, are developed and operated from Drive Sally's headquarters in New York.

78. Drivers, having seen and relied on Drive Sally's various representations that there are no hidden fees, that insurance and maintenance are included, that vehicles are reliable and permitted for use with other rideshare services, have no reason to believe that they are untrue and such representations are material to drivers when deciding to rent from Drive Sally.

79. Since rideshare drivers require continuous access to a reliable vehicle and are often in vulnerable economic conditions, Drive Sally's representations about its rental services were material to drivers when deciding to rent from Drive Sally.

80. These representations are materially false and misleading. Plaintiff and Class Members have reported that the advertised price is not the true cost of renting from Drive Sally. Drivers complained that after they paid initial deposits and signed their rental agreements, they were charged weekly for the following: (a) Maintenance; (b) Liability Insurance; (c) Property Damage; (d) Ancillary Insurance Coverage; and (d) other miscellaneous charges that were not disclosed and/or improperly applied.

81. Plaintiff and Class Members report undisclosed charges such as fees for early termination, tolls, tickets, late payment and vehicle reactivation, among others. Others reported that charges were improperly applied or calculated.

82. Drive Sally's representations that its vehicles are suitable for use with other rideshare services are also false. Plaintiff and Class Members report rejection from the Lyft

platform because Drive Sally does not register its vehicles according to Lyft's vehicle requirements.

83. Additionally, Plaintiff and Class Members have complained that contrary to Drive Sally's representations about its vehicles, the vehicles they received are not meticulously maintained and instead suffer from various defects that may render the vehicle unsafe and unsuitable for rideshare use.

84. As explained, Drive Sally targets to service an economically vulnerable population: rideshare workers who depend on continuous vehicle access for their primary income. Drivers cannot earn money without a reliable vehicle, making them highly susceptible to pressure tactics and coercion.

C. Drive Sally Induces Drivers to Sign Rental Agreements Without Disclosing the Full Terms of the Agreement

85. Drive Sally's business model is designed to induce drivers to execute a one-sided contract, without offering drivers the meaningful opportunity to review, understand, or negotiate its terms.

86. Based on Plaintiff Thomas' and Class Members' experiences, the process is as follows:

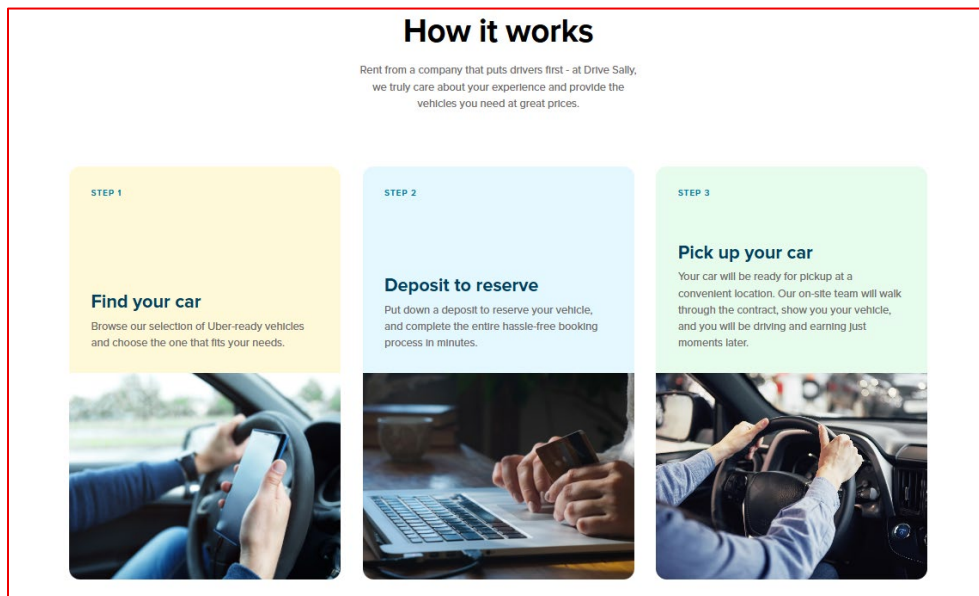
- a. A driver becomes interested in Drive Sally's rental services by viewing advertisements on Drive Sally's online or mobile platform or its partners' platforms, which represent all-inclusive pricing, insurance, maintenance and no hidden fees;
- b. The driver clicks on an advertisement and is prompted to apply through Drive Sally's website or mobile application;
- c. Upon approval, the driver has access to Drive Sally's internal booking and may select a vehicle;
- d. After selecting a vehicle, Drive Sally contacts the driver to pay an initial deposit and schedules the driver to travel to one of Drive Sally's pickup locations to obtain

the vehicle **before any terms are presented or signed**;

- e. Drive Sally accepts payment of a deposit;
- f. The driver travels – in some cases a significant distance – to Drive Sally’s physical pickup location; and
- g. The driver is provided with an overview of the rental agreement by a Drive Sally employee, makes payment, provides a signature on an Order Form and takes possession of a vehicle.

87. Only after a deposit is paid, and upon arriving at the pickup location, is the driver told of any terms of the prospective rental agreement.

88. This sequence of events coincides with what Drive Sally represents on its website.³⁰



89. Based on Plaintiff Thomas’ and other Class Members’ experiences, the employees at Drive Sally’s pickup sites make oral representations to drivers at the pickup sites that Plaintiff and Class Members later discovered were inconsistent with the entirety of the rental agreement’s written terms.

90. Upon information and belief, the representations are made to elicit signatures from

³⁰ <https://www.drivesally.com/>.

drivers on the spot without having read the full terms and conditions of the rental agreement.

91. These representations include, but are not limited to, statements about what charges are and are not included in the weekly rate, what the insurance policy covers, and the minimum duration of the agreement. These representations induce drivers not to inquire more about the entirety of the contractual obligations the driver is accepting.

92. At the pickup locations, Drive Sally provides drivers with only one form for electronic signature, the Order Form.

93. Based on Plaintiff Thomas' and Class Members' experiences, drivers must make payment for the upcoming rental period and sign the Order Form before inspecting the vehicle.

94. Unbeknownst to Plaintiff and Class Members, a significant amount of material terms to the rental agreement are not set forth in the Order Form, rather they are contained in another document, the "Commercial Vehicle Lease Terms and Conditions" (the "Terms and Conditions").³¹

95. Together, the Order Form and the Terms and Conditions constitute the parties' contractual relationship (the "Rental Agreement").³²

96. Yet the Terms and Conditions are not provided or disclosed to drivers at any point before or after paying deposits, nor are they presented at the pickup sites or after drivers sign the form.

97. Upon information and belief, Drive Sally falsely represents the full terms of the Rental Agreement and elicits signatures on Order Forms knowing that: (i) drivers have already committed financially through paying deposits prior to signing; (ii) traveled to pickup locations;

³¹ Attached hereto as "Exhibit A."

³² See Section 1 in Exhibit A.

and (iii) a meaningful opportunity to read the full Terms and Conditions has not been provided.

98. As a result, Plaintiff and Class Members accepted rental agreements without knowing the full terms.

99. Only after Plaintiff and Class Members became locked in to rental agreements did they learn that they were subject to charges for insurance, maintenance, and other undisclosed fees, that their vehicles were badly maintained and/or unsafe, that the vehicles did not qualify for use with other rideshare platforms and that they are subject to contradictory and unfair contract terms which makes it difficult to protect their interests and exit rental agreements without facing significant fees.

D. The Terms and Conditions of the Rental Agreement

100. Drive Sally intended for the Order Form and Terms and Conditions to constitute the Rental Agreement.³³

101. As explained, Drive Sally does not disclose to Plaintiff and Class Members the Terms and Conditions prior to paying deposits, traveling to pickup sites and signing an Order Form.

102. The foregoing terms in the Terms and Conditions are material and were not disclosed to Plaintiff and Class Members prior to executing the Rental Agreement.

103. Section 3 provides:

“Lessee agrees to a seven (7) day rental period (the “Rental Period”).”³⁴

104. Section 4 provides:

The payment due each week (the “Total Weekly Payment”) is the SUM OF THE SEPARATE AMOUNTS SPECIFIED IN YOUR ACCOUNT INFORMATION. The Total Weekly payment is payable in advance of each weekly Rental Period.

³³ See Section 1 in Exhibit A.

³⁴ See Section 3 in Exhibit A.

Section 4 further provides that the Total Weekly Payment can be changed at Drive Sally's sole discretion and is subject to increase if the Lessee "INCURS ANY ACCIDENTS, POINTS, OR TRAFFIC MOVING VIOLATIONS, OR FAILS TO MAKE ANY PAYMENT WHEN DUE OR IF SALES TAX RULES AND RATES CHANGE, AS SPECIFIED IN SECTION 5, OR AS OTHERWISE SPECIFIED UNDER THIS AGREEMENT."³⁵

105. Critically, Section 4 also provides: "Failure by Lessee to agree to any rate modification will be considered Early Termination under Section 19."³⁶

106. Section 8 provides that a consumer's deposit is refundable one month after termination of the Rental Agreement, less deductions for outstanding payments, late fees, taxes, damages, insurance deductibles, and "all other applicable costs that may have been incurred by Lessor."³⁷

107. Section 10 subjects consumers to unilateral changes:

Any change You [the Lessee] request must be agreed upon by Lessor through the Drive Sally application prior to going into effect. Your [the Lessee] failure to accept any change required by Lessor pursuant to the Terms herein shall result in early termination of your Lease Term and may result in Early Termination Fees.³⁸

108. Section 11, buried in the Terms and Conditions, states that, in addition to all amounts due, the driver agrees to pay the fees listed in the Additional Fees and Charges Schedule.³⁹

109. The following additional charges, found buried in the Terms and Conditions, contradict Drive Sally's "no hidden fees" representation: Early Termination Fee: \$400; Late Payment Fee: \$50; Camera Fee (for lost/damaged dash cam): \$350; Fuel & Charging Fee: \$20 per quarter-tank; Cleaning Fee—Exterior: \$35; Cleaning Fee—Interior: \$100; Cleaning Fee—Odor: \$250; Lost or Broken Key Fee: \$400; Ticket Service Fee: 20% of ticket cost; Toll Service Fee—Chicago:

³⁵ See Section 4 in Exhibit A.

³⁶ *Id.*

³⁷ See Section 8 in Exhibit A.

³⁸ See Section 10 in Exhibit A.

³⁹ See Section 11 in Exhibit A.

\$0.50 per toll; Third Party Service and Repairs: 15% surcharge; Missed Maintenance Appointment: \$150; Reactivation Fee: \$25; and Vehicle Change Fee: \$25, among others.

110. Section 12 contains several provisions that shift substantial risk to the driver:

12(B): If the Vehicle is damaged in an Accident, Lessor shall decide in its sole discretion whether the Vehicle should be repaired.

12(C): You also must keep making any Total Weekly Payments as they come due even if the Vehicle is damaged or unusable for a period of time, subject to Section 14 below.

12(D): Lessee shall pay for all Vehicle loss or damage resulting from an Accident that is not paid by insurance proceeds under the insurance coverage described in Section 14, including costs associated with towing and storage, plus applicable taxes.

12(E): Lessee is fully responsible for roadside service, including the following services: (i) flat tire replacement, (ii) lockout service, (iii) jump start, (iv) fuel and energy delivery, and (v) towing.

12(F): Lessee is fully responsible, not limited by the Deductible, for all damage to the Vehicle caused by break-ins and hit-and-runs.⁴⁰

111. Section 12(C)'s obligation to pay for unusable vehicles is particularly significant because of drivers' need for continuous access to a vehicle for their livelihoods.

112. Section 13 provides that if Drive Sally terminates the Agreement because a vehicle is lost, stolen or otherwise damaged, Drive Sally may terminate the agreement and the driver must pay the Early Termination Fee, even though the loss was not the driver's fault. This provision creates the perverse result that a driver may be penalized \$400 when Drive Sally chooses to end the lease due to a vehicle Drive Sally owns becoming inoperable through no fault of the driver.

113. Together, Sections 12 and 13 eliminate any meaningful remedy for drivers when vehicles fail, are in poor condition, or are damaged through no fault of the driver.

⁴⁰ See Section 12 in Exhibit A.

114. Section 14 requires Drive Sally to maintain liability insurance on the vehicle during the rental agreement period. It states:

“Lessor agrees to maintain liability insurance on the Vehicle for such time as the Agreement remains in full force and effect, in such amounts as required by applicable state and local laws with respect to vehicles utilized in the for-hire, vehicular ground transportation industry. Lessor shall (upon Lessee’s written request) furnish to Lessee proof of such insurance coverage, including the name of the insurance company (the “Insurance Company”), policy number, address and telephone number.”⁴¹

115. However, as alleged, Drive Sally passes obligatory costs onto Plaintiff and Class Members forcing them to pay weekly charges for liability insurance. Drive Sally also denies proof of insurance coverage when requested.

116. Section 16 defines all events that Drive Sally may consider a default of the agreement. These events include: failure to make timely weekly payments; failure to perform material obligations; vehicle seizure; and failure to respond to staff within one business day, among others.⁴²

117. Section 17 authorizes Drive Sally to "take back the Vehicle by legal process or self-help" upon default, provided it does not "breach peace."⁴³

118. As described in more detail herein, Drive Sally uses kill-switch technology, or remote deactivation, as a form of repossession, including while drivers are actively driving, without providing any notice and cure requirements that applicable state law may require before repossession.

119. Section 19 governs early termination of the Rental Agreement and requires: (i) at least one (1) week prior notice by the terminating party to the other party, and (ii) a minimum

⁴¹ See Section 14 in Exhibit A.

⁴² See Section 16 in Exhibit A.

⁴³ See Section 17.D in Exhibit A.

Lease Term as specified in your account information.”⁴⁴ Drivers are required to return the vehicle to Drive Sally upon early termination, regardless of which party initiated the early termination⁴⁵.

120. Failure by renters to provide notice results in the Early Termination Fee and forfeiture of the deposit.⁴⁶

121. Section 25 requires Drive Sally’s performance for repairs and maintenance by an authorized provider.⁴⁷

122. Sections 26 and 27 explain the data that Drive Sally may collect from drivers and vehicles and permitted use of that data.⁴⁸ Drive Sally uses this data not for legitimate safety or business purposes, but rather as a threatening instrument for payment collection.

123. Section 34 contains both choice of law and choice of forum clauses, which state in relevant part:

“E. The Agreement has been negotiated, executed, and delivered in the State of New York and shall be governed by and construed and enforced in accordance with the laws of the State of New York (without giving effect to any jurisdiction’s principles regarding conflict of laws).

F. The state and federal courts located within New York County, New York, shall have exclusive jurisdiction over any claim, demand, lawsuit or legal action or cause of action arising out of or relating to the Agreement, or instituted hereunder, or based upon any document subsequently delivered hereto. Each party hereto irrevocably and unconditionally (i) consents to the exclusive jurisdiction of any state or federal court located within New York County, New York, (ii) submits to the personal jurisdiction and venue of such courts for such purposes, and (iii) waives all claims (by way of motion, as a defense or otherwise) of improper venue, that any such court is an inconvenient forum, that this Agreement or its subject matter may not be enforced in or by such courts, and that such party is not subject personally to the jurisdiction of any such court.”⁴⁹ See “Exhibit A” at Section 34.E-F.

⁴⁴ See Section 19 in Exhibit A.

⁴⁵ *Id.*

⁴⁶ *Id.*

⁴⁷ See Section 25 in Exhibit A.

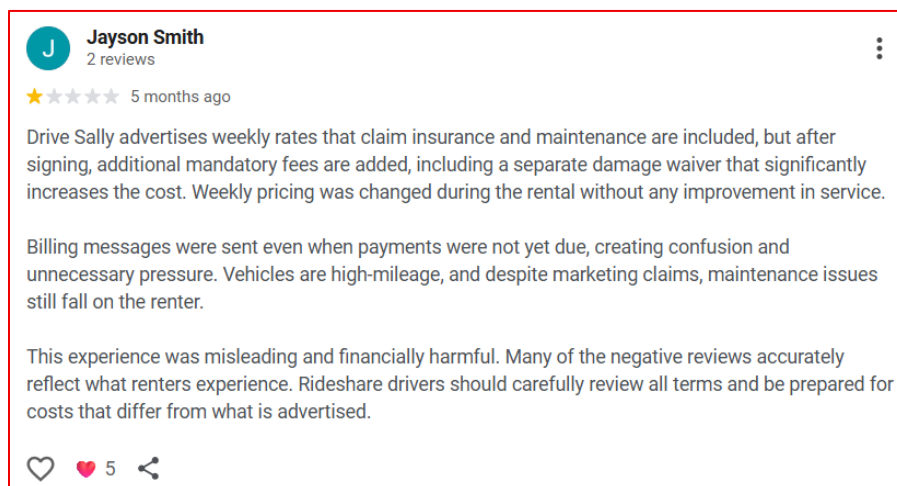
⁴⁸ See Section 26 in Exhibit A.

⁴⁹ See Sections 34.E-F in Exhibit A.

E. Online Complaints Submitted by Drivers Confirm Drive Sally's Conduct Across its Markets

124. Drivers who committed to Rental Agreements with Drive Sally in New York, Chicago, San Francisco and Las Vegas complained online about undisclosed and unauthorized charges, badly maintained vehicles, denial of vehicle use for other rideshare services, unreturned deposits and coercive and threatening practices during the Rental Agreement periods, among others.

125. For example, in early 2026, Chicago-based driver Jayson Smith experienced undisclosed insurance and maintenance fees, weekly rate increases and threatening text messages.⁵⁰ He reported:

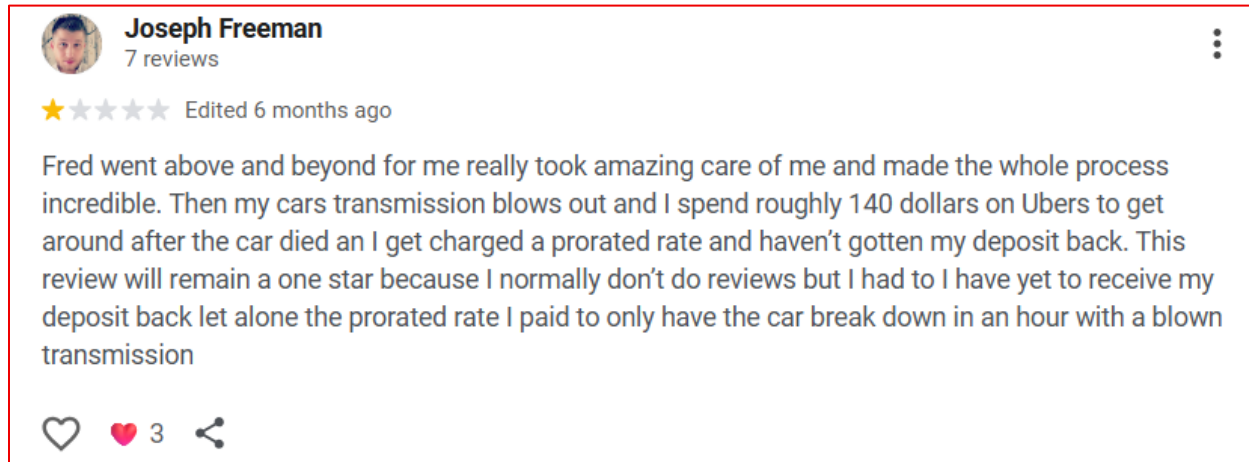


126. Similarly, driver Joseph Freeman reported receiving a vehicle with a blown transmission and that his deposit was being withheld notwithstanding the maintenance issue.⁵¹ He

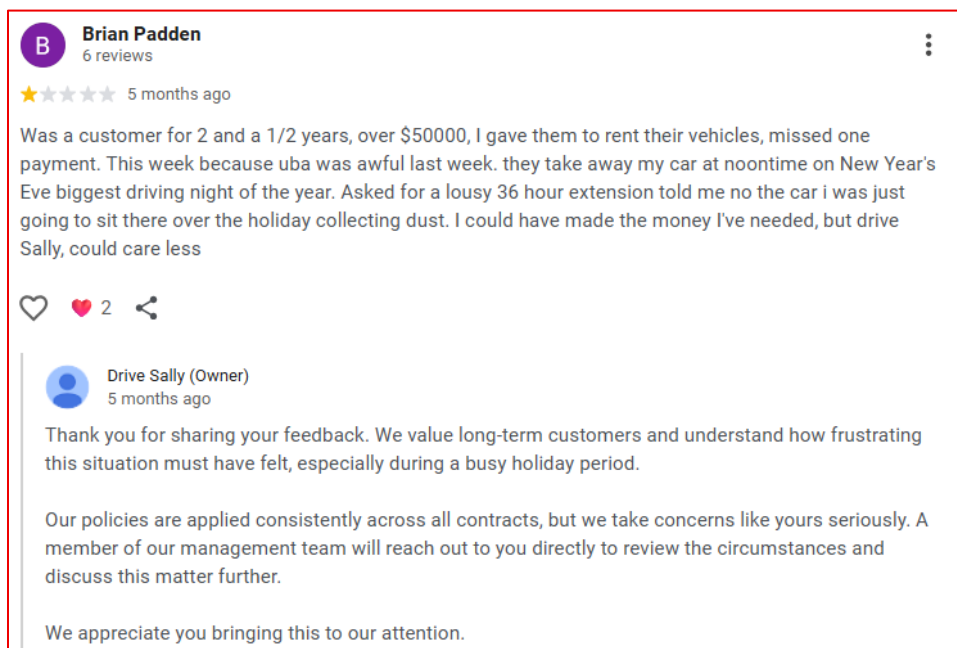
⁵⁰ Google,
https://www.google.com/search?q=drive+sally+chicago&rlz=1C1GCEA_enUS1068US1068&oq=drive+sally+chic&gs_lcrp=EgZjaHJvbWUqDAgAECMYJxiABBiKBTIMCAAQIxgnGIAEGIoFMg0IARAUgK8BGMcBGIAEMgYIAhBFGDkyCAGDEAAYFhgeMgcIBBAAGO8FMgoIBRAAGIAEGKIEMGcIBhAAGO8F0gEIMzI2N2owajeoAgCwAgA&sourceid=chrome&ie=UTF-8#lrd=

⁵¹ *Id.*

wrote:



127. A return driver, Brian Padden, lost vehicle access on New Year's Eve after missing just one payment.⁵² He reported:

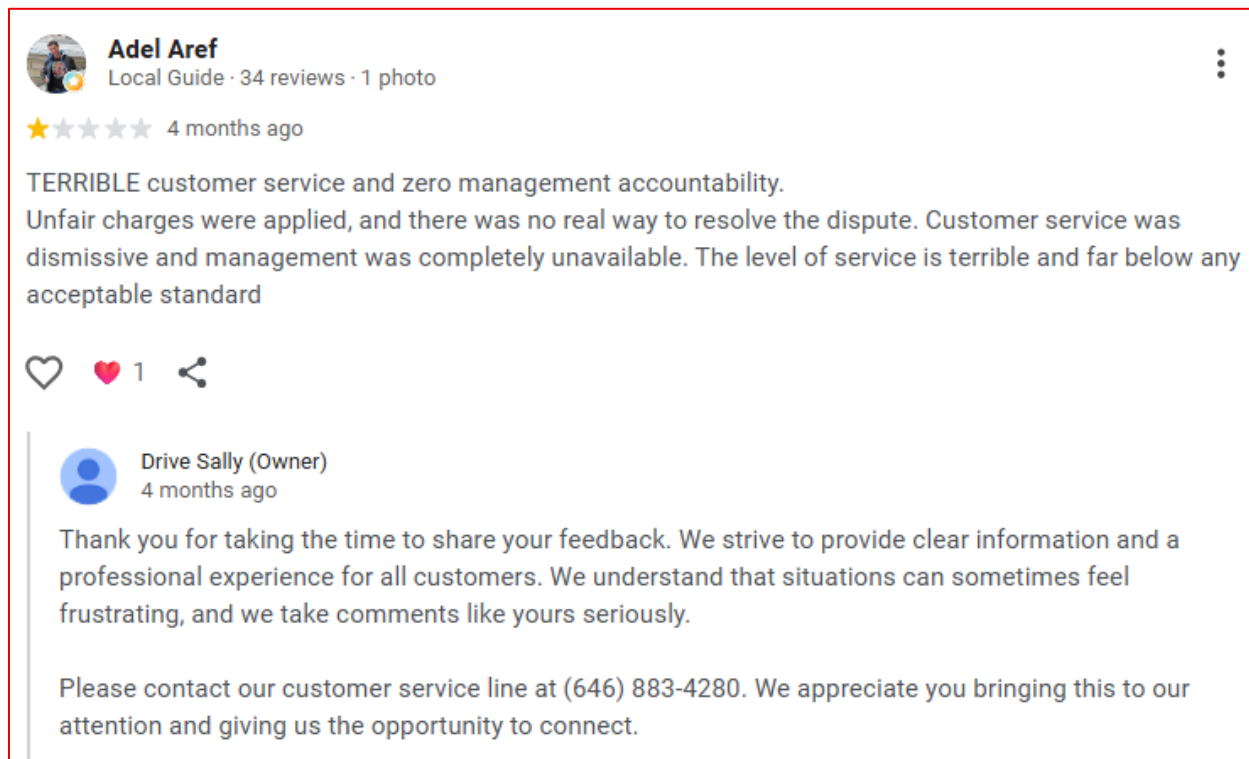


128. Drive Sally responded to the complaint and acknowledged the hardship that the loss of the vehicle caused during a busy holiday, adding “[o]ur policies are applied consistently

⁵² *Id.*

across all contracts, but we take concerns like yours seriously.”⁵³

129. Adel Aref complained of unfair charges and an inability to work with customer service, noting the following:⁵⁴

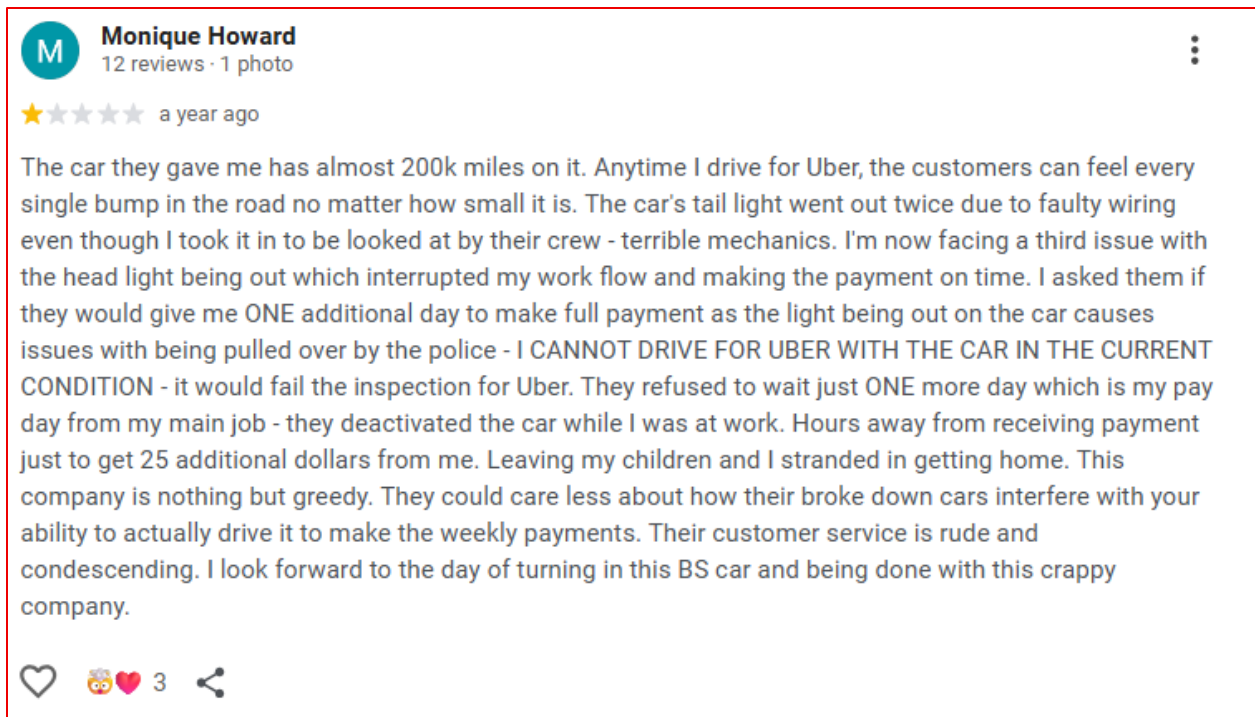


130. In 2025, Monique Howard detailed her experience with a badly maintained vehicle, which has affected her ability to drive, and reported that Drive Sally deactivated her vehicle while she was actively driving with her children and tacked on a \$25 reactivation fee.⁵⁵ She wrote:

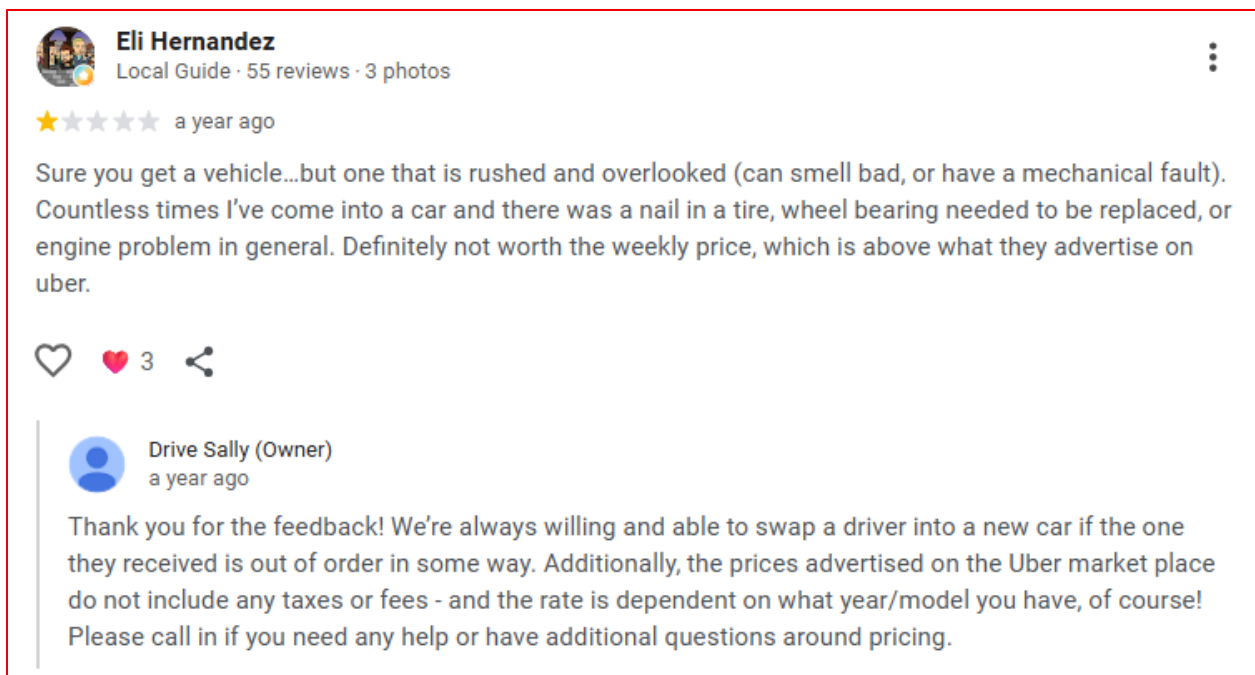
⁵³ *Id.* (emphasis added).

⁵⁴ *Id.*

⁵⁵ *Id.*

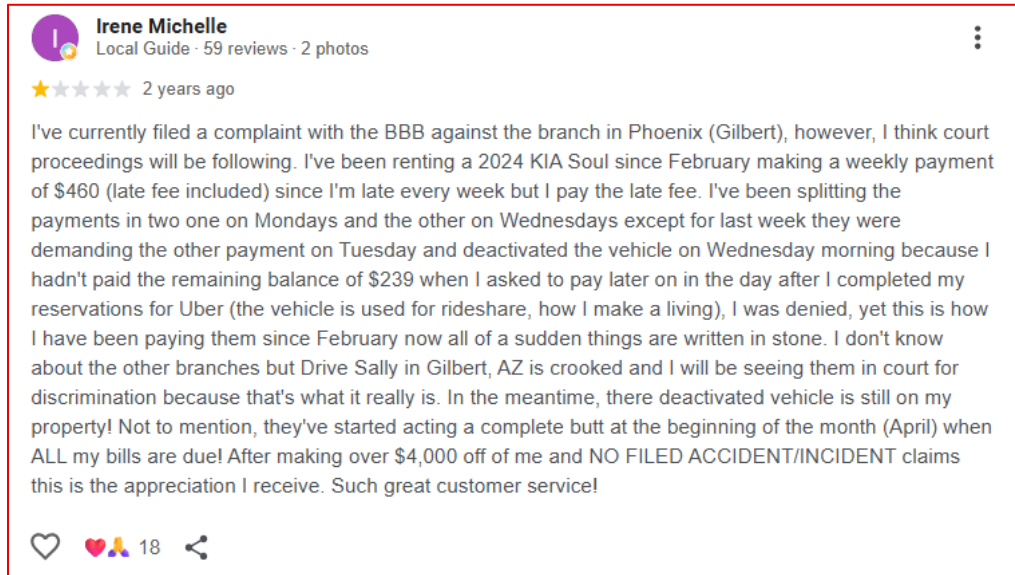


131. Eli Hernandez reported paying a weekly rate much higher than what was advertised on Uber, noting⁵⁶:



⁵⁶ *Id.*

132. In 2024, Irene Michelle, a driver renting from Drive Sally's Phoenix, Arizona branch,⁵⁷ complained of coercive billing practices leading to termination and vehicle deactivation.⁵⁸ She wrote:

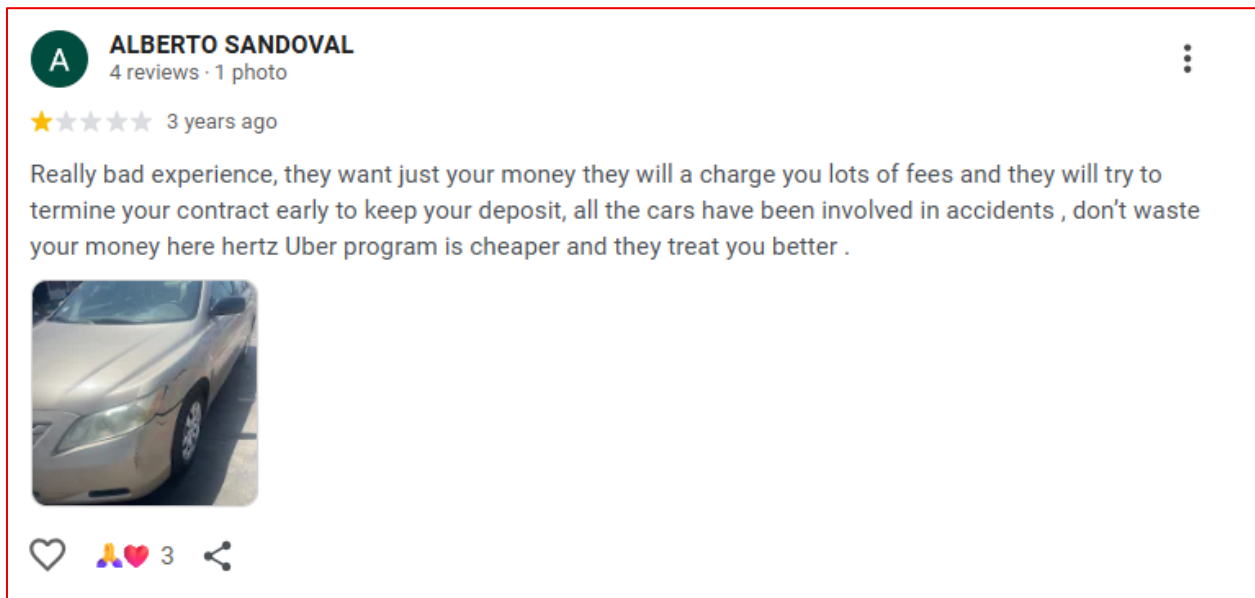


⁵⁷ Upon information and belief, Drive Sally ceased offering rental services in Phoenix, Arizona in early 2026.

⁵⁸

https://www.google.com/search?q=drive+sally+new+york&sca_esv=735c6d2b23e36ca8&rlz=1C1GCEA_enUS1068US1068&sxsrf=ANbL-n5d6IXz4hb7VY2p9eAEFN22VuepTQ%3A1781279241534&ei=CSosapyeIKmpptQP05LN6Qs&biw=1745&bih=828&ved=0ahUKEwjcxr-jhoKVAXWpIIEHVNM70Q4dUDCBA&uact=5&oq=drive+sally+new+york&gs_lp=Egxnd3Mtd2l6LXNlcnAiFGRyaXZlIHNBbGx5IG5ldyB5b3JrMhEQLhiABBiRAhjHARiKBRivATIFEAAAY7wUyCBAAGIAEGKIEMggQABiABBiiBDIFEAAAY7wUyIBAuGIAEGJECGMcBGloFGK8BGJcFGNwEGN4EGOAE2AEBSLUeUNAGWLwccAJ4AZABAJgBpgGgAe8IqqEEMTIuMbgBA8gBAPgBAZgCD6AC3AnCAgoQABiwAxjWBBhHwgIOEAAYsAMY5AIY1gTYAQHCAhcQLhiwAxi4BhjYAhjIAXjaBhjcBtgBAcICCxAuGIAEGMcBGK8BwgIGEAAYFhgewglaEC4YgAQYxwEYrwEYlwUY3AQY3gQY4ATYAQHCAGoQIxiABBgnGloFwgIEECMYJ8ICCxAAAGIAEGIYDGIoFwgIFEAAYgATCAhAQLhiABBhDGMcBGloFGK8BwgIOEC4YgAQYxwEYjgUYrwHCAGsQABiABBiRAhiKBcICHRauGIAEGMcBGi4FGK8BGJcFGNwEGN4EGOAE2AEBmAMAIAYBkAYPugYGCAEQARgJkgcEMTIuM6AHjHGyBwQxMC4zuAfHCcIHCDauMi4xMC4zyAdVgAgA&scient=gws-wiz-serp#lrd=0x89c25f2232d1ce6d:0xbe7a65f569e31dab,1,,,,

133. In 2023, Alberto Sandoval complained of excessive fees, unfair termination and badly maintained vehicles.⁵⁹ He reported:



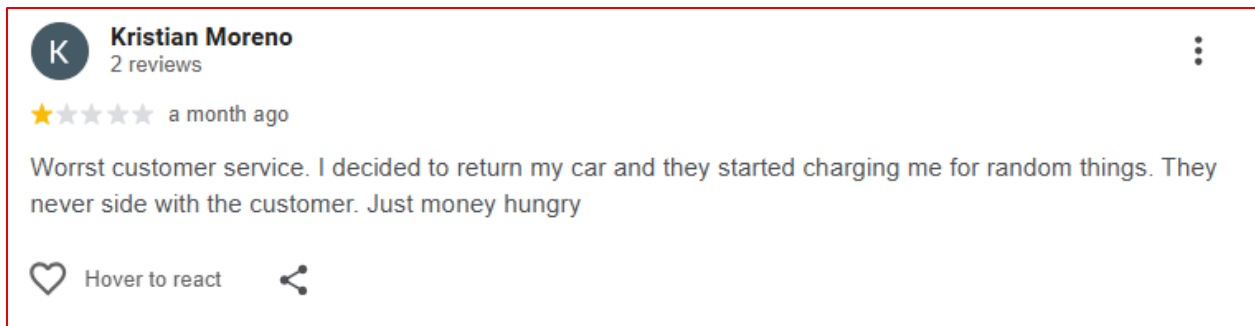
134. Drivers in New York complained about similar experiences.

135. Recently, about one month ago, driver Kristian Moreno reported returning his vehicle only to thereafter get charged for random fees.⁶⁰ He reported:

⁵⁹ *Id.*

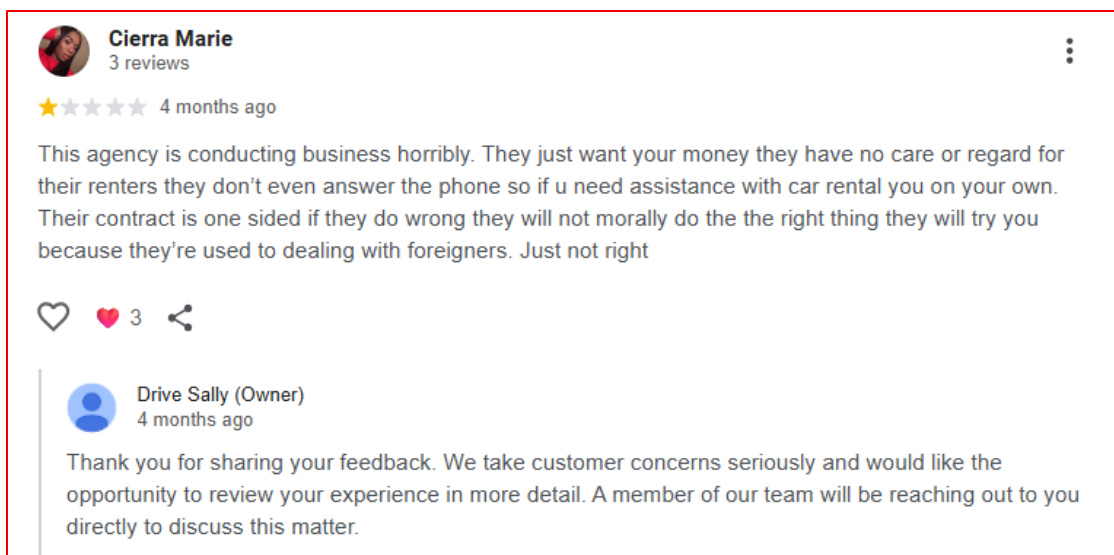
⁶⁰

https://www.google.com/search?q=drive+sally+new+york&sca_esv=735c6d2b23e36ca8&rlz=1C1GCEA_enUS1068US1068&sxsrf=ANbL-n5d6IXz4hb7VY2p9eAEFN22VuepTQ%3A1781279241534&ei=CSosapyeIKmpptQP05LN6Qs&biw=1745&bih=828&ved=0ahUKEwjcxr-jhoKVAXWpIIEHVNM70Q4dUDCBA&uact=5&oq=drive+sally+new+york&gs_lp=Egxnd3Mtd2l6LXNlcnAiFGRyaXZlIHhnbGx5IG5ldyB5b3JrMhEQLhiABBiRAhjHARiKBRivATIFEAAAY7wUyCBAAGIAEGKIEmggQABiABBiiBDIFEAAAY7wUyIBAuGIAEGJECGMcBGloFGK8BGJcFGNwEGN4EGOAE2AEBSLUeUNAGWLwccAJ4AZABAJgBpgGgAe8IqgEEMTluMbgBA8gBAPgBAZgCD6AC3AnCAgoQABiwAxjWBBhHwgIOEAAYsAMY5AIY1gTYAQHCAhcQLhiwAxi4BhjYAhjIAxjaBhjCBtgBAcICCxAuGIAEGMcBGK8BwgIGEAAAYFhgewglaEC4YgAQYxwEYrwEYlwUY3AQY3gQY4ATYAQHCAgoQIxiABBgnGloFwglIEECMYJ8ICCxAAAGIAEGIYDGIoFwglIFEAAAYgATCAhAQLhiABBhDGMcBGloFGK8BwgIOEC4YgAQYxwEYjgUYrwHCAGsQABiABBiRAhiKBcICHRAuGIAEGMcBGI4FGK8BGJcFGNwEGN4EGOAE2AEBmAMaiaYBkAYPugYGCAEQARgJkgcEMTluM6AHjHGyBwQxMC4zuAfHC



136. Four months ago, driver Cierra Marie complained about predatory contract terms⁶¹.

She wrote:

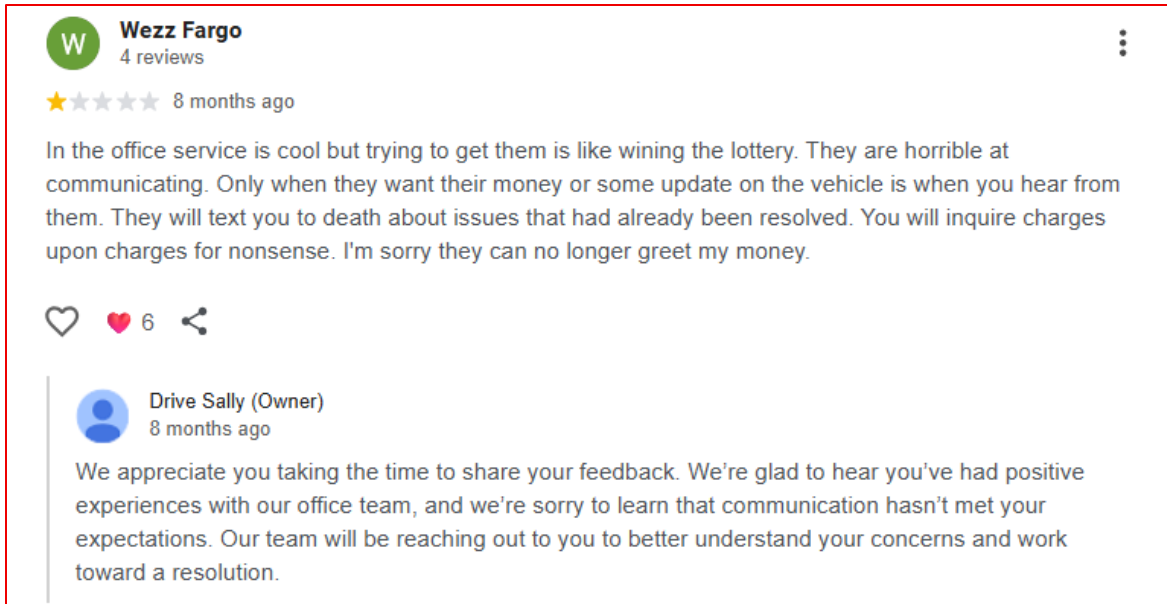


137. Wezz Fargo similarly complained about nonsensical charges and incessant communications,⁶² reporting:

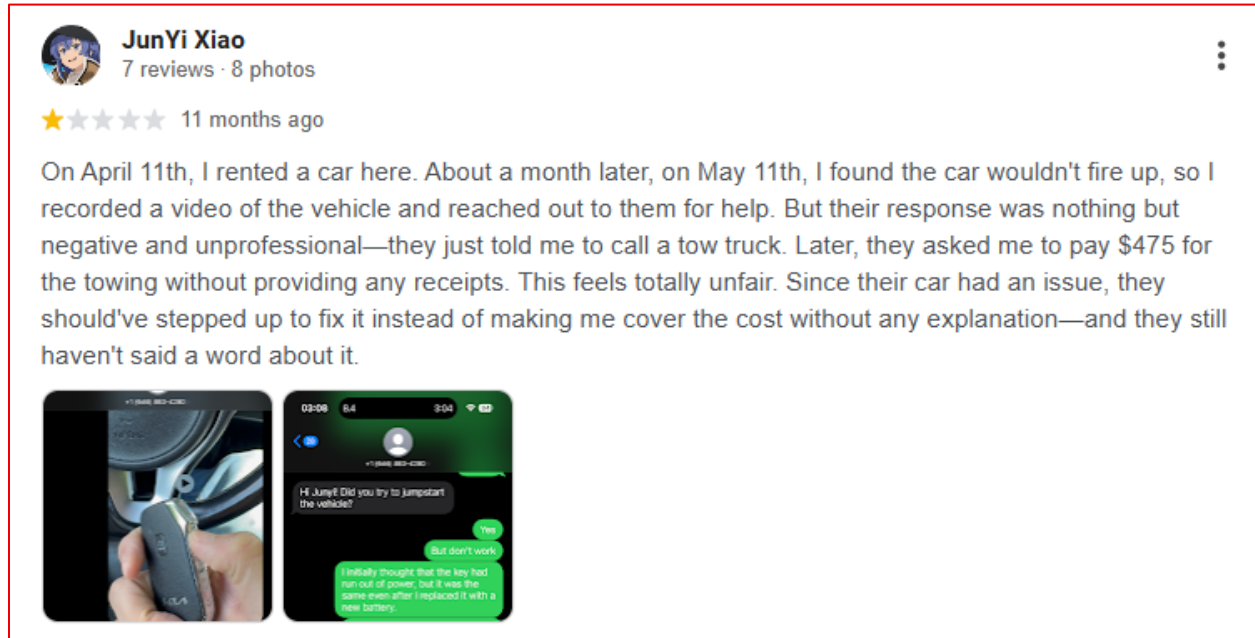
cIHCDuMi4xMC4zyAdVgAgA&scient=gws-wiz-serp#lrd=0x89c25f2232d1ce6d:0xbe7a65f569e31dab,1,,,

⁶¹ *Id.*

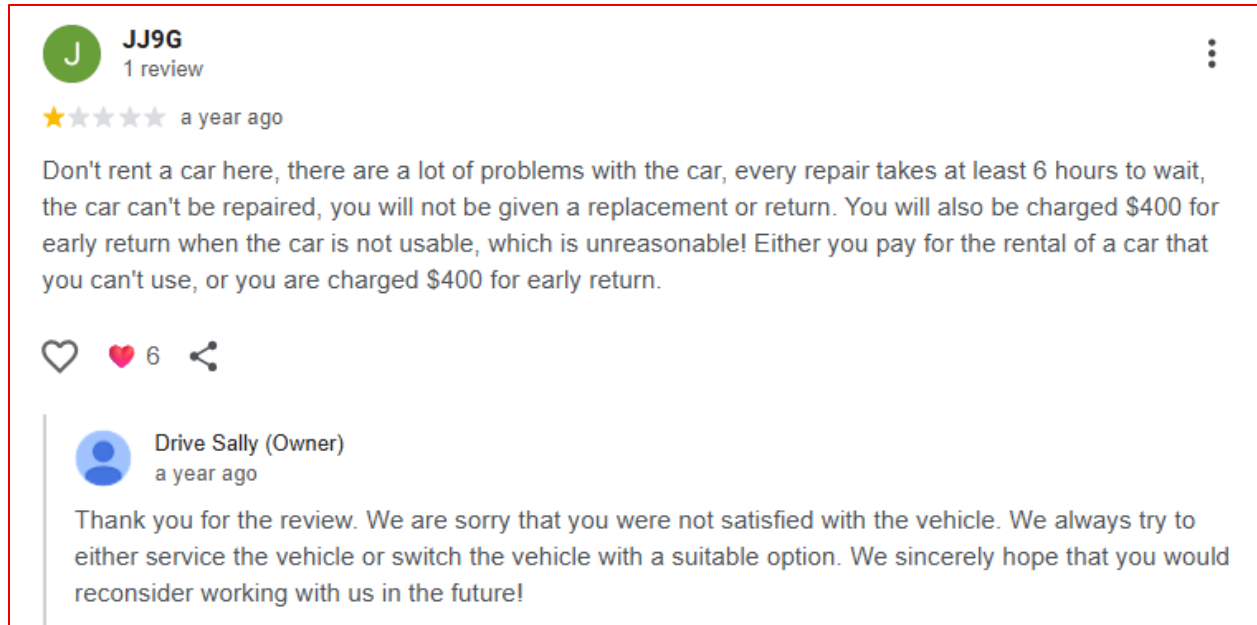
⁶² *Id.*



138. About a year ago, JunYi Xiao reported being charged \$475 to tow his car due to a maintenance issue he experienced only a month after renting his car. When he inquired about proof of the charges, Drive Sally ignored his request. He wrote:



139. Google user “JJ9G” complained about an early termination and fee due to a vehicle that was unable to be repaired and no replacement was provided. They wrote:

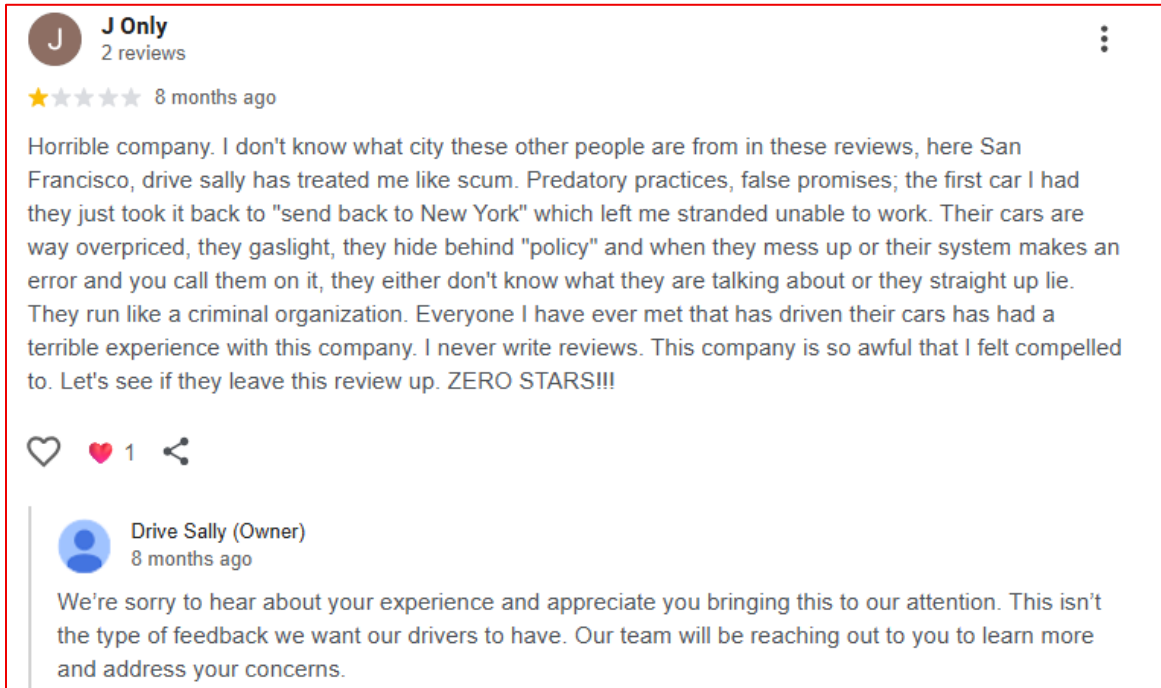


140. In 2024, Jasmine C. reported that she was unaware that a \$1200 payment was due upon arrival at the pickup site, despite having already paid a \$300 deposit. She elaborated that Drive Sally did not afford her additional time to make payment and terminated her vehicle while she was at a gas station.⁶³ She wrote:



⁶³ *Id.*

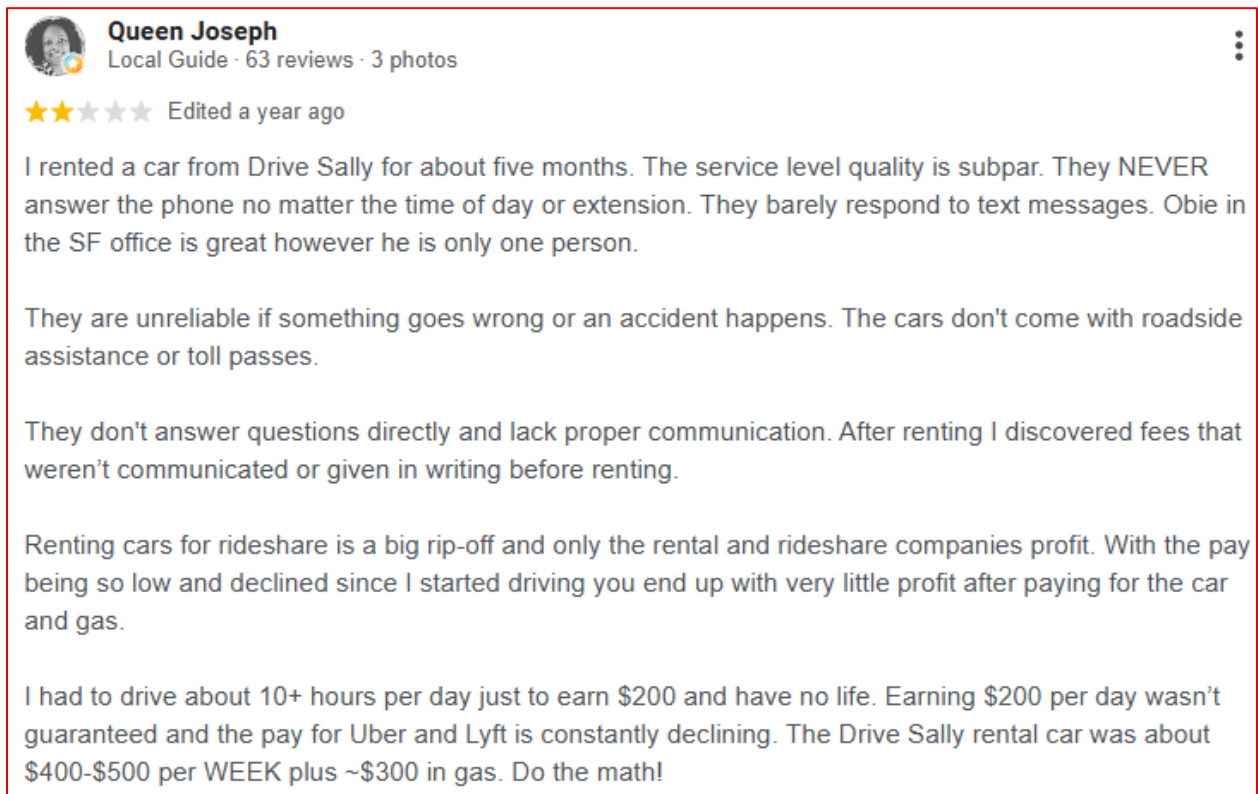
141. In San Francisco, Google user “J Only” experienced predatory practices, false promises and loss of income due to Drive Sally repossessing his vehicle to relocate it to another branch.⁶⁴ He wrote:



64

https://www.google.com/search?q=drive+sally+san+francisco&sca_esv=735c6d2b23e36ca8&rlz=1C1GCEA_enUS1068US1068&biw=1745&bih=828&sxsrf=ANbL-n5UL-qd_f9_UMl3cIO8x0bO4VvPIw%3A1781277637579&ei=xSMsatKAI7OA5OMP39GSsAw&gs_ssp=eJzj4tVP1zc0LDArr0wvM8gyYLRsNaiwMLBIM09LNUiyME2zMdA1tDKoMEk0tDBKSTJITTUwTzE2MPaSTCnKLEtVKE7MyakEknkKaUWJecmZxcn5AL6mGO4&oq=drive+sally+san+fr&gs_lp=Egxnd3Mtd2l6LXNlcnAiEmRyaXZlIHhbiBmcioCCAAyEBAuGIAEGMcBGccYigUYrwEyBRAAGIAEMgUQABiABDIGEAAYFhgeMgsQABiABBiGAXiKBTIFEAAAY7wUyBRAAGO8FMh0QLhiABBjHARiKBRivARiXBRjcBBjeBBjgBNgBAUjMG1AAWOQUcAF4AZABAJgBaaAB2guqAQQxOC4xuAEDyAEA-AEBmAIUoALwDMICChAjGIAEGCcYigXCAhEQLhiABBiRAhjRAXjHARiKBcICCxAAGIAEGJECGIoFwgIOEC4YgAQYsQMYgwEYigXCAGsQABiABBixAXiDAcICDhAuGIAEGLEDGNEDGMcBwgiKEAAYgAQYQxiKBcICFBAuGIAEGJECGLEdGNEDGMcBGioFwgIQEAAYgAQYsQMYQxiDARiKBcICDRAAGIAEGEMYyQMYigXCAGsQABiABBiSAXiKBcICFxAuGIAEGJECGLEdGNEDGMcBGMkDGIoFwgiREC4YgAQYkgMYxwEYjgUYrwHCAGgQABiABBiSA8ICCBAAGIAEGLEDwgILEC4YgAQY0QMYxwHCAG4QLhiABBjHARiOB RivAcICCBAAGIAEGKIEmAMAUGYGAEQARgUkgcEMTguMqAHltUBsgcEMTcuMrgH6wzCBwglJjEuMTUuNMgHdYAIAA&scient=gws-wiz-serp#lrd=0x808f7fe0b85f8051:0x4a182db0ee07d303,1,,,

142. About a year ago, driver Queen Joseph reported discovering fees that were not disclosed in communications or in writing prior to renting.⁶⁵ They wrote:



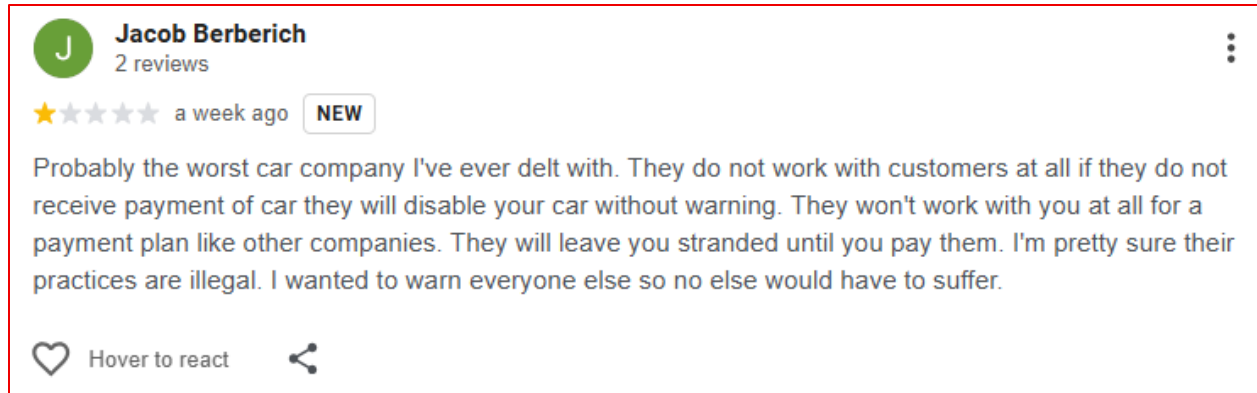
143. Drivers in Las Vegas reported more of the same complaints.

144. Recently, driver Jacob Berberich complained about vehicle deactivation without warning and being left stranded until payment is made.⁶⁶ He reported:

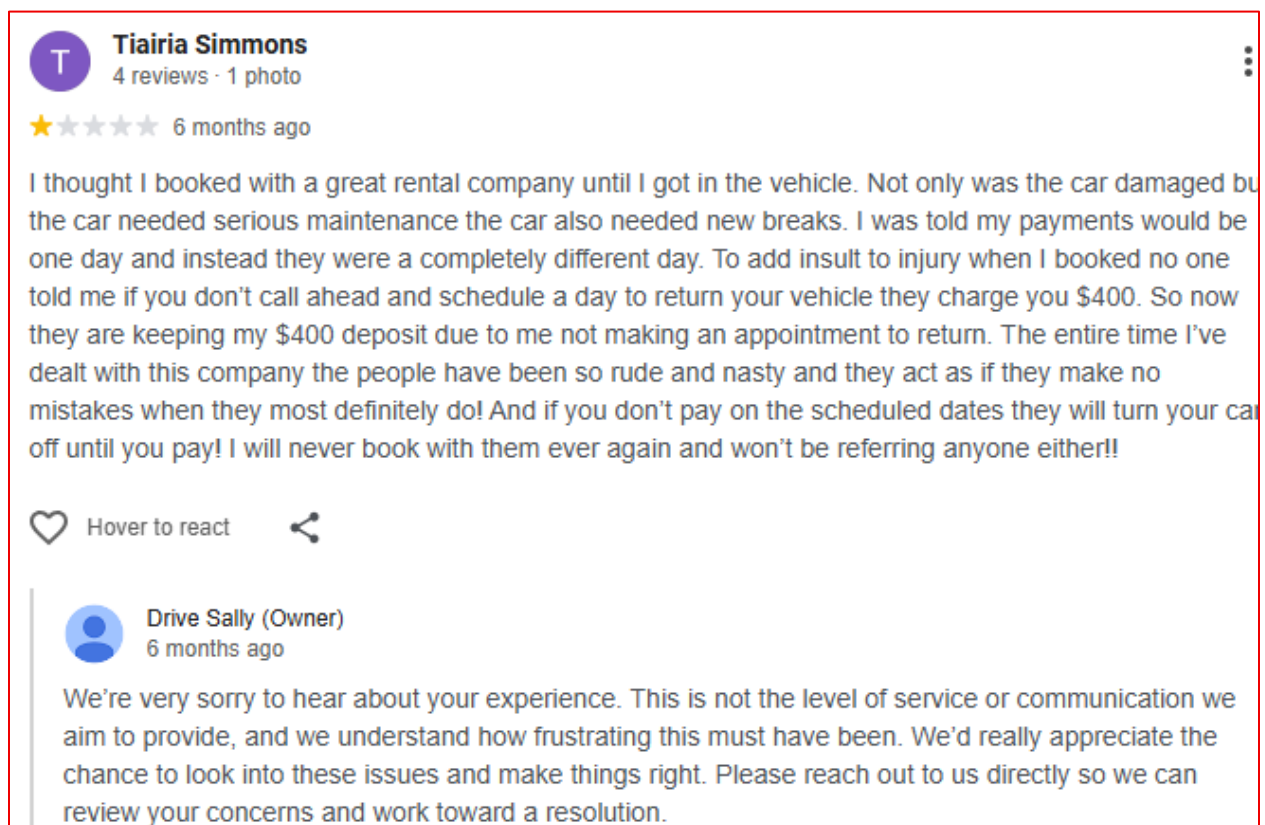
⁶⁵ *Id.*

⁶⁶

https://www.google.com/search?q=drive+sally+las+vegas&sca_esv=735c6d2b23e36ca8&rlz=1C1GCEA_enUS1068US1068&biw=1745&bih=828&sxsrf=ANbL-n43aidbKfK3mRin3u-qy8G2EC06-g%3A1781285420595&ei=LEIsas_0I_2yptQPmaf-AI&ved=0ahUKEwjPuvOlnYKVAXV9mYkEHZnTGS8Q4dUDCBA&uact=5&oq=drive+sally+las+vegas&gs_lp=Egxnd3Mtd2l6LXNlcnAiFWRYaXZlIHhnbGx5IGxhcYB2ZWdhczIKECMYgAQYJxiKBTIGEAAAYFhgeMgYQABgWGB4yCxAAGIAEGIYDGIoFMggQABiABBiiBDIFEAAAY7wUyCBAAGIAEGKIEMgUQABjvBUi0F1COA1i8FnALeACQAQCYAVWgAb0HqgECMTO4AQPIAQD4AQGYAg-gAooDwgIKEAAYsAMY1gQYR8ICDhAAGLADGOQCGNYE2AEBwgIXEC4YsAMYuAAYY2AIYyAMY2gYY3AbYAQHCAhAQLhiABBjHARgnGloFGK8BwgIFEAAAYgATCAh0QLhiABBjHARiKBRivARiXBRjcBBjeBBjgBNgBAClCDhAuGIAEGMcBGI4FGK8BwgILEAAYgA



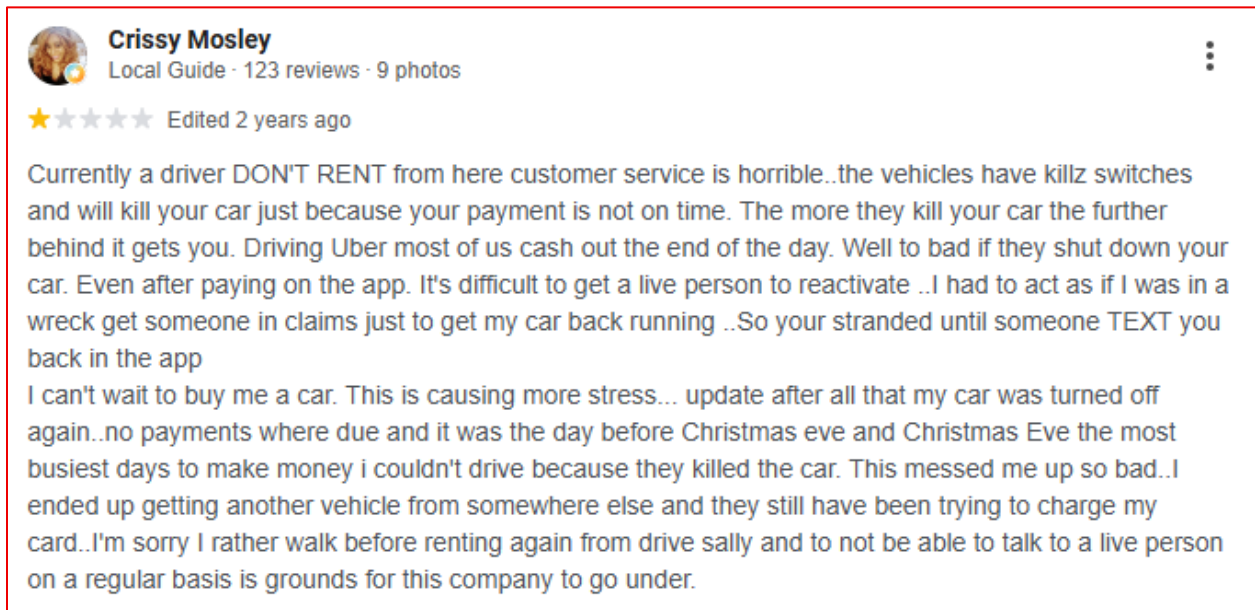
145. About six months ago, Tiairia Simmons detailed renting a badly maintained vehicle, threatening billing practices, vehicle deactivation and being charged with an undisclosed fee of \$400 for not timely scheduling an appointment to return her vehicle.⁶⁷ She wrote:



QYkQIYigXCAGoQABiABBgUGIcCwgIIEAAYogQYiQWYAwCIBgGQBg-6BgYIARABGAmSBwIxNaAH2ogBsgcBNLgHygLCBwcwLjQuOS4yyAdDgAgA&sclient=gws-wiz-serp#lrd=0x80c8d183a3c8d22b:0x7ec746d0f6fe035,1,,,

⁶⁷ *Id.*

146. In 2024, driver Chrissy Mosley complained about coercive billing practices including vehicle deactivation through kill-switch technology. Notably, she experienced vehicle deactivation despite having a zero balance on her account just days before the busy Christmas holidays.⁶⁸ She reported:



F. Plaintiff Nykeria Thomas' Experience

a. Plaintiff Thomas Was Induced to Sign the Rental Agreement

147. Plaintiff Thomas saw an ad for Drive Sally's rideshare rental services on Uber's driver platform for midsize vehicles from \$275/week with insurance and maintenance included, unlimited mileage and customer support.

148. Plaintiff, in reasonable reliance on Drive Sally's quoted price and representations as advertised on Uber's platform, clicked on the ad to inquire about booking rental services.

149. Plaintiff was then prompted to provide her email address, which she did.

150. Drive Sally emailed Plaintiff with a link to download their mobile application to

⁶⁸ *Id.*

start the application process, which she did.

151. Plaintiff provided proof of rideshare status, her driver's license number and other sensitive information to Drive Sally.

152. Plaintiff was approved for rental services and she used Drive Sally's mobile application to select a Toyota Camry from \$345/week with insurance and maintenance included.

153. Thereafter, Drive Sally contacted Plaintiff via telephone to schedule her pickup appointment and represented to Plaintiff that the vehicle was available for pickup on July 28, 2025.

154. Drive Sally represented to Plaintiff that if she paid \$100 towards the total \$300 deposit immediately, they would reserve the vehicle for her.

155. Plaintiff, relying on Drive Sally's oral and written representations at this point, agreed to pay a deposit over the phone and thereafter Drive Sally sent her a text which prompted her to upload her payment method and complete payment through the mobile app.

156. Plaintiff made payment of \$100 to reserve her vehicle. A confirmation text was sent to her.

157. After driving one hour to the pickup location, Plaintiff arrived as scheduled on July 28, 2025 for her vehicle appointment, but was told by Drive Sally upon arrival that the vehicle was no longer available due to a motor vehicle accident.

158. Plaintiff was offered a 2023 Kia Forte instead, which Plaintiff reluctantly accepted for a higher rental price of \$385/week with the understanding that insurance and maintenance were still included.

159. A Drive Sally employee made oral representations about the terms to the Rental Agreement including, among others, that Plaintiff was required under the Rental Agreement to

rent for a minimum of two (2) weeks and was subject to a 20% toll service charge.

160. Plaintiff was then presented with a series of ancillary insurance options, which was explained to her to be a damage waiver.

161. The employee further represented to Plaintiff that should Plaintiff not purchase any ancillary option, the standard insurance package at “no cost” came with a \$50,000 deductible and meant that Plaintiff would be required to pay for all damage to the vehicle. In other words, meaningful coverage required additional weekly costs.

162. Additionally, the employee represented that tires and windows would be covered starting at the “premium” package which cost Plaintiff an additional \$25/week.

163. Plaintiff selected the most affordable ancillary option, the “basic” package costing an additional \$4/week.

164. Plaintiff was then required to make payment for the upcoming rental period and sign an Order Form comprising the Rental Agreement prior to inspecting the vehicle.

165. Plaintiff, while under financial stress due to not having a vehicle to perform rideshare services, and after having already spent significant time and money by paying a deposit and traveling to rent a vehicle from Drive Sally, signed the Order Form reflecting a weekly payment of \$389.00.

b. Drive Sally Made Unauthorized Charges and Exercised Unreasonable Discretion During the Rental Agreement

166. One month into the Rental Agreement, on or about August 27, 2025, Drive Sally notified Plaintiff that her weekly rate was going up due to rising insurance costs.

167. Beginning that same day, Drive Sally incessantly texted Plaintiff a link to sign her new contract.

168. Plaintiff checked her app only to find that she was restricted access until she

signed her new contract, which she reluctantly did because she was reliant on her vehicle for income.

169. Drive Sally's coercive tactics deprived Plaintiff of any meaningful opportunity to review, negotiate, or decline the Rental Agreement.

170. Plaintiff's Order Form for the second Rental Agreement reflected a total weekly payment of \$434.00.

171. Plaintiff alleges that she was charged for maintenance and insurance throughout the Rental Agreement periods in direct conflict with Drive Sally's representations that they were included.

172. Had Plaintiff known she would be charged weekly for insurance and maintenance she would not have rented with Drive Sally.

173. Additionally, Plaintiff was charged improper toll fees in violation of Section 23 of the Terms and Conditions and the Fee Schedule.

174. Section 23 provides that Plaintiff is responsible for all tolls, and that Drive Sally will collect toll fees and add a processing charge per the Fees Schedule.

175. The Fee Schedule specifies a \$0.50 flat Toll Service Fee for each Chicago toll incurred.

176. However, Drive Sally verbally represented to Plaintiff that tolls are assessed at a 20% service charge, inconsistent with the Schedule's \$0.50 flat fee.

177. Drive Sally charged Plaintiff \$9.40 for travel on the Chicago Skyway, despite the actual two-axle vehicle toll being \$7.80 at the time of incurrence and the applicable fee being \$0.50, bringing the proper total to \$8.30.

178. The \$1.10 discrepancy is neither explained nor authorized under any term of the

Rental Agreement.

c. Plaintiff Thomas Experienced Coercive Billing and Deactivation Practices During the Rental Agreement

179. On or about October 22, 2025, Plaintiff had an account balance of \$457.30.

Plaintiff requested that her payment date be rescheduled for October 28, 2025.

180. On or about October 22, 2025, she received text confirmation from Drive Sally that her payment date was successfully rescheduled.

181. However, that same day, Plaintiff received another text from Drive Sally threatening that Plaintiff's car would be repossessed due to non-payment unless her balance was paid by 5pm that day.

182. At or about 5:45pm that day, not having paid her balance due to the rescheduled payment date, Drive Sally sent Plaintiff another text message threatening to deactivate her vehicle.

183. Plaintiff alleges that at or about 6:25pm on October 22, 2025, her vehicle was deactivated by Drive Sally using kill-switch technology while Plaintiff was actively driving with a passenger in her car.

184. Plaintiff attempted to reach Drive Sally for assistance through text message but did not receive communication and thus had to leave her vehicle and call an Uber home.

185. The next day, Plaintiff called another Uber back to her vehicle and contacted Drive Sally to activate the vehicle again. Plaintiff called two service representatives and waited over 15 minutes in freezing cold weather while Drive Sally reactivated her vehicle.

d. Plaintiff Received a Badly Maintained Vehicle

186. On or about September 30, 2025, Plaintiff rented a 2021 Toyota Camry at a weekly rental rate of \$394.00.

187. On or about December 1, 2025, Plaintiff's vehicle failed to start at a Walmart parking lot in freezing temperatures.

188. Plaintiff contacted Drive Sally who informed her to contact their authorized tow company for a jumpstart.

189. Plaintiff waited over four hours in the cold for the tow company to arrive on scene.

190. The tow truck driver informed Plaintiff that the vehicle had a leaking and eroded battery.

191. Drive Sally informed Plaintiff that it had the right to charge Plaintiff for the towing charges due to driver negligence.

192. Plaintiff alleges that Drive Sally represented via email that all vehicles receive a routine maintenance inspection prior to renting.

193. Plaintiff denies any driver negligence and further alleges that Drive Sally knew or should have known that the battery was leaking when she took possession of the vehicle.

194. On December 3, 2025, Drive Sally deactivated Plaintiff's vehicle due to non-payment even though Plaintiff was out of work while she dealt with repairs to the leaking battery.

195. Drive Sally also charged her a \$25 late fee, which they offered to waive if Plaintiff filled out a customer survey.

e. Plaintiff's Vehicle Was Denied by Lyft

196. On or about December 3, 2025, Plaintiff attempted to register her Toyota Camry with the Lyft driver platform.

197. Plaintiff's only access to her vehicle's insurance information was an identification

card that listed the insurance company as “Pacific Insurance Company.”

198. Plaintiff provided Lyft with the insurance information she had when she applied.

199. Lyft denied Plaintiff’s application citing that her vehicle’s registration was a personal vehicle.

200. Plaintiff alleges that she was denied full access to her insurance policy when she requested such from Drive Sally.

f. Plaintiff Thomas Has Not Received Her Refundable Deposit Owed Under the Rental Agreement

201. On or about January 6, 2026, Plaintiff Thomas was actively driving her vehicle with a passenger in the car.

202. Plaintiff’s account balance was \$414.35.

203. Plaintiff could not make her scheduled payment because she was actively driving her vehicle with a passenger inside.

204. While on an active trip, Drive Sally deactivated her vehicle with a passenger inside.

205. Drive Sally text messaged Plaintiff and explained that deactivation occurred because payment was not paid by 9:30am and added a \$25 reactivation fee, bringing Plaintiff’s balance to \$439.35.

206. Plaintiff requested to remove the reactivation fee, to which Drive Sally responded they would waive if payment was received in the next fifteen minutes.

207. Plaintiff paid within fifteen minutes and her balance was \$0.

208. On or about January 7, 2026, Drive Sally unilaterally terminated Plaintiff’s Rental Agreement without explanation and in violation of the terms and charged her a \$400 Early Termination Fee.

209. Plaintiff did not intend to terminate her Rental Agreement.

210. Upon termination, Drive Sally continued to charge Plaintiff's account.

211. As of the date of this filing, Plaintiff has not received her refundable \$300 deposit as promised under the terms of the Rental Agreement.

CLASS DEFINITIONS AND ALLEGATIONS

212. Plaintiff brings this action and seeks to certify and maintain it as a class action under Fed. R. Civ. P. 23(a), (b)(1), (b)(2), and (b)(3), individually and on behalf of the following Class:

Nationwide Class: All persons in the United States who entered into a Rental Agreement with Drive Sally.

Illinois State Subclass: All persons residing in Illinois who entered into a Rental Agreement with Drive Sally.

213. Excluded from the Classes are: (i) Drive Sally; (ii) Drive Sally's employees, officers, directors, legal representatives, heirs, successors, and wholly or partly owned subsidiaries or affiliates; (iii) governmental entities; (iv) all persons who make a timely election to be excluded from the Classes; and (v) the Judge and staff to whom this case is assigned, and any member of the Judge's immediate family.

214. Plaintiff reserves the right to modify or amend the definitions of the proposed Classes and/or to add Subclasses if necessary before the Court determines whether certification is appropriate and as the Court may otherwise allow.

215. Certification of Plaintiff's claims for class-wide treatment is appropriate because Plaintiff can prove the elements of her claims on a class-wide basis using the same evidence as would be used to prove those elements in individual actions alleging the same claim.

216. This action has been brought and may be properly maintained on behalf of each of the Classes proposed herein under Fed. R. Civ. P. 23.

217. *Numerosity*: The members of the proposed Classes are so numerous and geographically dispersed that the individual joinder of all Class Members is impracticable. Plaintiff believes that the Class contains thousands of renters who have been harmed by Drive Sally's conduct. While the exact number of Class Members is unknown to Plaintiff at this time, it is in Drive Sally's control, and it is ascertainable by appropriate discovery including through Drive Sally's sophisticated databases.

218. *Commonality and Predominance* (Rule 23(a)(2) & 23(b)(3)): This action involves common questions of law or fact, which predominate over any questions affecting individual Class Members, including, but not limited to:

- i. Whether Defendant engaged in the conduct alleged herein;
- ii. Whether Defendant's conduct in making misrepresentations about its rental services and omitting the existence of substantial costs and material contractual terms constitutes and "unfair or deceptive act or practice" under the New York General Business Law § 349;
- iii. Whether Defendant's marketing and advertising conduct constitutes false advertising under the New York General Business Law § 350;
- iv. Whether Defendant's conduct violates other states' consumer protection laws;
- v. Whether Defendant's omissions about costs and contractual terms were material and reasonably likely to deceive consumers with regards to the decision to enter into a rental agreement;
- vi. Whether Plaintiff and Class Members were fraudulently induced to enter into rental agreements;
- vii. Whether Plaintiff and Class Members overpaid for rental agreements;
- viii. Whether Plaintiff and Class Members were injured by Defendant's conduct and suffered an ascertainable loss as a result;
- ix. Whether there is a valid contract between Defendant and Class Members;
- x. Whether Defendant breached its contract with Class Members;

- xi. Whether Defendant breached the covenant of good faith and fair dealing;
- xii. Whether Defendant has been unjustly enriched;
- xiii. Whether Plaintiff and Class Members are entitled to damages, including punitive damages, as a result of Defendant's conduct alleged herein, and if so, the amount or proper measure of those damages; and
- xiv. Whether Plaintiff and Class Members are entitled to injunctive relief.

219. *Typicality*: Plaintiff's claims are typical of the claims of all Class Members. Plaintiff, like all Class Members experienced Drive Sally's misconduct and entered into the similar Rental Agreements which contain the Terms and Conditions – a type of form contract that subjects Plaintiff and Class Members to the same terms and conditions.

220. *Adequacy of Representation*: Named Plaintiff is an adequate representative of the Classes because her interests do not conflict with the interests of the other Class Members she seek to represent; they have retained counsel competent and experienced in complex class action litigation, and Plaintiff will prosecute this action vigorously. The Class Members' interests will be fairly and adequately protected by Plaintiff and her counsel.

221. *Superiority*: A class action is superior to all other available means of fair and efficient adjudication of the claims of Plaintiff and members of the Class. The injury suffered by each individual Class Member is relatively small in comparison to the burden and expense of individual prosecution of these claims, including from the need for expert witness testimony on the technical and economic aspects of the case. Individualized litigation also would risk inconsistent or contradictory judgments and increase the delay and expense to all parties and the courts. By contrast, a class action presents far fewer management difficulties and provides the benefits of single adjudication, economies of scale, and comprehensive supervision by a single court.

222. *Injunctive Relief*: Drive Sally has acted, and refuses to act, on grounds generally applicable to the Class, thereby making appropriate final equitable relief with respect to the Class as a whole.

CLAIMS FOR RELIEF

COUNT 1

**Violation of the New York General Business Law
NY Gen Bus L § 349 (GBL § 349 Deceptive Acts and Practices)
Plaintiff, on Behalf of the Nationwide Class**

223. Plaintiff realleges and incorporates by reference all preceding allegations as though fully set forth herein.

224. Plaintiff Thomas brings this cause of action individually and on behalf of the Nationwide Class.

225. New York General Business Law § 349 declares as unlawful "[d]eceptive acts and practices in the conduct of any business, trade or commerce or in the furnishing of any service in this state," and grants a private right of action to individuals injured by reason of any violation. §§ 349(a);(h).

226. Drive Sally is a limited liability corporation that maintains its principal place of business in New York and otherwise conducts business in this state.

227. Drive Sally has engaged in deceptive acts and practices in advertising, promoting, marketing, selling and renting of vehicles in violation of the New York General Business Law § 349.

228. Drive Sally's false representations including, but not limited to, all-inclusive pricing, no hidden fees, insurance and maintenance coverage, vehicle reliability and rideshare eligibility are consumer-oriented, materially misleading, and directed at the public at large.

229. Drive Sally's omissions include, but are not limited to, Drive Sally's failure to

disclose the full Terms and Conditions that governed rental agreements, that additional weekly charges for insurance and maintenance would be imposed and that substantial fees would apply. These facts were known to Defendant, were material to consumers, and were not disclosed to consumers.

230. Additionally, Drive Sally's deceptive acts and practices include a systematic course of conduct designed to mislead consumers into entering rental agreements.

231. Specifically, Defendant employs a standardized business model that: (i) withholds material pricing information until after consumers have paid deposits, traveled to pickup sites, and otherwise incurred non-recoverable costs; (ii) presents contractual terms in a manner that does not afford a meaningful opportunity for review or understanding prior to execution; (iii) hides the true cost of the rental that is disclosed only after the driver is effectively locked into the transaction; (iv) exercises unilateral authority to modify pricing and contractual terms mid-agreement under threat of financial penalties, including early termination fees; and (v) uses coercive billing and enforcement mechanisms, including shortened payment windows, repeated payment demands, and remote vehicle deactivation to extract payments from consumers who are economically dependent on continued access to the rented vehicle.

232. Drive Sally's deceptive acts and practices as described herein were developed, implemented, managed, and controlled from Drive Sally's headquarters in Long Island City, New York.

233. Drive Sally's deceptive conduct is consumer-oriented in that it is directed at all current and prospective customers of Drive Sally, involves standardized advertising and form contracts disseminated to the general consuming public, and has the capacity to deceive a reasonable consumer.

234. Drive Sally knew, should have known, or was reckless in not knowing that its deceptive acts or practices could deceive a substantial portion of the purchasing public.

235. The facts that Drive Sally misrepresented to and concealed from Plaintiff and the other Class Members are material because a reasonable consumer under similar circumstances would have considered them to be important in deciding whether to rent a vehicle from Drive Sally or pay a lesser price.

236. In failing to disclose them, Drive Sally has knowingly and intentionally concealed material facts.

237. Had Plaintiff Thomas and the Class Members known that the true cost to rent from Drive Sally would be substantially higher than represented they would not have leased vehicles or would have paid less in doing so.

238. Had Plaintiff Thomas and the Class Members known about the full terms that governed their agreement with Drive Sally they would not have leased vehicles from Drive Sally or would have paid less in doing so.

239. As a direct and proximate result of Drive Sally's deceptive acts and practices as described herein, Plaintiff Thomas and the Class Members have suffered injury in fact and actual damages resulting from Drive Sally's material misrepresentations and omissions and its other deceptive acts and practices including but not limited to overpaying for their rental services and incurring additional out-of-pocket expenses to deal with undisclosed charges and/or fees.

240. The gravity of harm resulting from Drive Sally's deceptive conduct outweighs any potential utility. The practice of leasing vehicles without disclosing the true cost or terms of the rental agreement harms the public at large and is part of a common and uniform course of wrongful conduct.

241. The harm from Drive Sally's conduct was not reasonably avoidable by consumers. Even after receiving consumer complaints, Drive Sally did not change its deceptive practices.

242. Plaintiff Thomas and Class Members are entitled to recover their actual damages and reasonable attorneys' fees under GBL § 349(h).

243. Plaintiff Thomas and the Class Members also seek injunctive relief under GBL § 349(h).

244. Plaintiff Thomas and the Class Members also seek punitive damages for Drive Sally's willful violations under GBL § 349(h).

245. Accordingly, Plaintiff and Class Members are entitled to relief under the GBL including restitution and reasonable attorneys' fees, as well as any other relief the Court may deem just or proper.

COUNT 2
Violation of the New York General Business Law
NY Gen Bus L § 350 (GBL § 350 False Advertising)
Plaintiff, on Behalf of the Nationwide Class

246. Plaintiff realleges and incorporates by reference all preceding allegations as though fully set forth herein.

247. Under New York General Business Law § 350 "[f]alse advertising in the conduct of any business, trade or commerce or in the furnishing of any service in this state" is unlawful.

248. Drive Sally's advertising representations, as described herein, including representations that its rental prices are all-inclusive, that there are no hidden fees, that insurance and maintenance costs are included, that its vehicles are meticulously maintained, suitable for most rideshare platforms and permitted for personal and commercial use constitute false advertising within the meaning of § 350.

249. Drive Sally's advertising is materially false, deceptive, and misleading. Reasonable

consumers were and are likely to be deceived by Drive Sally's representations into believing that the quoted rental price is the full amount they will be charged and that no additional fees will be imposed.

250. Plaintiff Thomas and Class Members relied on Drive Sally's representations made in its advertising when deciding to enter into rental agreements.

251. Plaintiff Thomas and Class Members were injured by Drive Sally's false advertising in that they paid sums to Drive Sally they would not have paid, or paid more than they would have paid, had Drive Sally's advertising been truthful.

252. Defendant knowingly disseminated false and misleading advertising to the public, including representations that its rental services were offered at "all-inclusive" weekly rates with "no hidden fees" and included insurance and maintenance, while simultaneously imposing additional undisclosed charges and fees on consumers after they had committed to the transaction.

253. Drive Sally's customer-facing representations and advertisements were developed, implemented, managed, and controlled from Drive Sally's headquarters in Long Island City, New York.

254. Drive Sally's false advertising is consumer-oriented in that it is directed at all current and prospective customers of Drive Sally and involves standardized advertising disseminated to the general consuming public, and has the capacity to deceive a reasonable consumer.

255. Plaintiff Thomas and Class Members are entitled to recover their actual damages and reasonable attorneys' fees under GBL § 350-e.

256. Plaintiff Thomas and the Class Members also seek injunctive relief under GBL § 350-e.

257. Defendant's violations of New York General Business Law § 350 were willful, knowing, and carried out in bad faith, thereby entitling Plaintiff and the Class to an award of punitive damages.

COUNT 3

**Violation of the Illinois Consumer Fraud and Deceptive Business Practices Act
815 Ill. Comp. Stat. §§ 505/1-505/12 ("ICFDBPA")
Plaintiff, Individually and on Behalf of the Illinois Subclass**

258. Plaintiff realleges and incorporates by reference all preceding allegations as though fully set forth herein.

259. Plaintiff Thomas brings this cause of action individually and on behalf of the Illinois Subclass.

260. Drive Sally is a "person" as defined in 815 Ill. Comp. Stat. 505/1(c).

261. Drive Sally is involved in the "trade or commerce" of "merchandise" as defined in 815 Ill. Comp. Stat. 505/1(b) and (f).

262. Plaintiff Thomas and the Illinois Subclass class members are "consumer(s)" as defined in 815 Ill. Comp. Stat. 505/1(e).

263. The ICFDBP prohibits "unfair methods of competition and unfair or deceptive acts or practices, including, but not limited to the use or employment of any deception fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of any material fact, with intent that others rely upon the concealment, suppression or omission of such material fact, or the use or employment of any practice described in Section 2 of the 'Uniform Deceptive Trade Practices Act', ... whether any person has in fact been misled, deceived or damaged thereby." 815 Ill. Comp. Stat. 505/2.

264. Drive Sally's acts and practices, described herein, are unfair and deceptive in violation of Illinois law because it violates Illinois consumer protection laws and common law

requiring a rental service company to truthfully represent the true costs and terms of its rental agreements to consumers.

265. Drive Sally acted in an unfair and deceptive manner in at least the following respects:

- a. Representing that its rental services would have fixed weekly rates with “no hidden fees” and “all inclusive” pricing when in fact additional undisclosed charges and fees were imposed;
- b. Representing that insurance and maintenance were included in the rental price when they were not;
- c. Failing to disclose the full terms of the rental agreements; and
- d. Misrepresenting the condition, reliability and rideshare eligibility of its rental vehicles.

266. Drive Sally’s unfair or deceptive acts or practices occurred repeatedly in its trade or business and were capable of deceiving a substantial portion of the purchasing public.

267. Drive Sally knew, should have known, or was reckless in not knowing that its deceptive acts or practices were capable of deceiving a substantial portion of the purchasing public.

268. Drive Sally had a duty to disclose to Plaintiff and the Illinois Subclass members the true cost and terms of its rental services because:

- a. Drive Sally knew of, but actively concealed from Plaintiff and the Illinois Subclass members, the true cost and the full terms of the rental agreements, including substantial additional fees; and
- b. Drive Sally was in a superior position to know the true facts about its rental services, and Plaintiff and Illinois Subclass members could not reasonably have been expected to discover the true facts until after contract execution;

269. The facts that Drive Sally misrepresented to and concealed from Plaintiff and the other Illinois Subclass members are material because a reasonable consumer would have considered them to be important in deciding whether to rent from Drive Sally or pay a lesser price to rent.

270. In failing to disclose the true cost and terms of the rental agreement, Drive Sally has knowingly and intentionally concealed material facts in breach of its duty to disclose.

271. Plaintiff Thomas and the Illinois Subclass members have suffered an injury in fact and actual damages resulting from Drive Sally's material misrepresentations and omissions, including but not limited to overpaying for their rental services and incurring additional out-of-pocket expenses to deal with undisclosed charges and/or fees.

272. As a direct and proximate result of Drive Sally's unfair and deceptive conduct, therefore, Plaintiff Thomas and the Illinois Subclass members have been harmed.

273. The gravity of harm resulting from Drive Sally's deceptive conduct outweighs any potential utility. The practice of leasing vehicles without disclosing the true cost or terms of the rental agreement harms the public at large and is part of a common and uniform course of wrongful conduct.

274. The harm from Drive Sally's conduct was not reasonably avoidable by consumers. Even after receiving consumer complaints, Drive Sally did not change its deceptive practices.

275. Plaintiff Thomas and Class Members are entitled to recover their actual damages and reasonable attorneys' fees under 815 Ill. Comp. Stat. 505/2S; 815 Ill. Comp. Stat. 505/10a(a).

276. Plaintiff Thomas and the Class Members also seek injunctive relief under 815 Ill. Comp. Stat. 505/10a(c).

277. Plaintiff Thomas and the Class Members also seek punitive damages for Drive

Sally's willful violations under 815 Ill. Comp. Stat. 505/2AA .

278. Accordingly, Plaintiff and Class Members are entitled to relief under the ICFDBPA including restitution and reasonable attorneys' fees, as well as any other relief the Court may deem just or proper.

COUNT 4

**Violation of the Illinois Uniform Deceptive Trade Practices Act
815 Ill. Comp. Stat. §§ 510/1-510/7 ("IUDTPA")
Plaintiff, Individually and on Behalf of the Illinois Subclass**

279. Plaintiff realleges and incorporates by reference all preceding allegations as though fully set forth herein.

280. Plaintiff Thomas brings this cause of action individually and on behalf of the Illinois Subclass.

281. Drive Sally is a "person" as defined in 815 Ill. Comp. Stat. 510/1(5).

282. Drive Sally uses a "trade name" within the meaning of 815 Ill. Comp. Stat. 510/1(8) to identify its business.

283. The IUDTPA states: "A person engages in a deceptive trade practice when, in the course of his or her business, violation, or occupation, the person ... represents that the goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they do not have ...represents that goods or services are of a particular standard, quality, or grade or that goods are a particular style or model, if they are of another ... advertises goods or services with the intent not to sell them as advertised ... engages in any other conduct which similarly creates a likelihood of confusion or misunderstanding. " See 815 Ill. Comp. Stat. 510/2(a)(5), (7), (9), and (12).

284. Drive Sally's conduct violated at least the following enumerated IUDTPA provisions:

- a. Drive Sally represented that its rental services would have fixed weekly rates with “no hidden fees” and “all inclusive” pricing when in fact additional undisclosed charges and fees were imposed in violation of 510/2(a)(5);
- b. Representing that insurance and maintenance were included in the rental price when they were not in violation of 510/2(a)(5);
- c. Failing to disclose the full terms of the rental agreements; and
- d. Misrepresenting the condition, reliability and rideshare eligibility of its rental vehicles in violation of 510/2(a)(5);
- e. Drive Sally advertised its rental services with the intent not to sell them as advertised in violation of section 510/2(a)(9); and
- f. Inducing participation in rental agreements without disclosing the full terms of the agreement in a way that created confusion or misunderstanding amongst Plaintiff and class members in violation of section 510/2(a)(12).

285. Drive Sally’s deceptive practices occurred repeatedly in its trade or business and were capable of deceiving a substantial portion of the purchasing public.

286. Drive Sally knew, should have known, or was reckless in not knowing that its deceptive acts or practices were capable of deceiving a substantial portion of the purchasing public.

287. Drive Sally had a duty to disclose to Plaintiff and the Illinois Subclass members the true cost and terms of its rental services because:

- a. Drive Sally knew of, but actively concealed from Plaintiff and the Illinois Subclass members, the true cost and the full terms of the rental agreements, including substantial additional fees; and

- b. Drive Sally was in a superior position to know the true facts about its rental services, and Plaintiff and Illinois Subclass members could not reasonably have been expected to discover the true facts until after contract execution;

288. The facts that Drive Sally concealed from Plaintiff and the other Illinois Subclass members are material because a reasonable consumer would have considered them to be important in deciding whether to rent from Drive Sally or pay a lesser price to rent.

289. By failing to disclose the true cost and terms of the rental agreement, Drive Sally has knowingly and intentionally concealed material facts in breach of its duty to disclose.

290. Plaintiff Thomas and the Illinois Subclass have suffered injury in fact and actual damages resulting from Drive Sally's material misrepresentations and omissions, including but not limited to overpaying for their rental services and incurring additional out-of-pocket expenses to deal with undisclosed charges and/or fees.

291. As a direct and proximate result of Whirlpool's deceptive conduct, Plaintiff Thomas and the Illinois Subclass have been harmed.

292. Pursuant to 815 Ill. Comp. Stat. 510/3, Plaintiff Thomas individually and on behalf of the Illinois Subclass, seeks injunctive relief, attorneys' fees, costs, as well as any other relief the Court may deem just or proper for Drive Sally's violation of the IUDTPA.

COUNT 5
Fraudulent Inducement
Plaintiff, on Behalf of the Nationwide Class

293. Plaintiff realleges and incorporates by reference all preceding allegations as though fully set forth herein.

294. Drive Sally represented to Plaintiff and Class Members through its representations, marketing and advertising that: (a) rental vehicles were available "from \$275.00/week" a representation that a reasonable consumer would understand to mean the complete weekly cost;

(b) "Insurance and maintenance included" a representation that a reasonable consumer would understand to mean insurance and maintenance costs are bundled into the quoted price, with no separate charge; (c) "No hidden fees" described as "Transparent pricing means no surprises — what you see is what you pay. No unexpected costs, just a straightforward rental that fits your budget"; and (d) vehicles are "clean and reliable" and "meticulously maintained."

295. Each of these representations was false when made, for the reasons set forth below.

296. The representation that insurance and maintenance are "included" was false. Drivers are separately charged \$40.32/week for Required Liability Insurance, \$25.00/week for Maintenance, \$267.95/week for Required Property Damage, and other ancillary insurance charges, including a damage waiver. These charges are not disclosed in Drive Sally's advertising and significantly raise the true cost of the rental.

297. The word "included," in its ordinary and natural meaning as used in a price advertisement, signifies that the item is encompassed within the stated price. Drive Sally used the word in a context displayed alongside a dollar figure on a price listing that affirmatively and falsely conveyed that no separate weekly charge for insurance or maintenance would be imposed.

298. The representation of "no hidden fees" was false. Drive Sally's Additional Fees and Charges Schedule, which is not provided to drivers before or during the contract formation, contains numerous undisclosed fees, including: an Early Termination Fee of \$400; a Camera Fee of \$350; a Lost or Broken Key Fee of \$400; a Cleaning Fee—Odor of \$250; a Ticket Service Fee of 20% of ticket cost; Third Party Service and Repairs at 15% of cost; a Missed Maintenance Appointment fee of \$150; a Reactivation Fee of \$25; and others. The characterization of Drive Sally's pricing as transparent and free of hidden fees was materially false in light of these charges.

299. In addition, Drive Sally's employees at pickup locations made material

misrepresentations to Plaintiff and Class Members at the time of contract execution about its insurance policies and required minimum rental term period.

300. In addition to affirmative misrepresentations, Drive Sally omitted material facts it was obligated to disclose, including the existence of additional fees and the full governing Terms and Conditions, which were not disclosed at the time Plaintiff and Class Members committed to the transaction, or at any time prior to execution.

301. Drive Sally made each of the foregoing misrepresentations with knowledge of their falsity, or in reckless disregard of their truth or falsity, as evidenced by the following:

- a. Drive Sally drafted its advertising representations and its standard forms which comprise the rental agreements;
- b. Having been authorized to discuss and explain contract terms, Drive Sally's employees at the pickup locations made oral representations about insurance coverage that they knew or should have known to be inconsistent with the written terms of the Rental Agreement;
- c. Having been authorized to discuss and explain contract terms, Drive Sally's employees at the pickup location made oral representations about the required minimum rental term period that they knew or should have known to be inconsistent with the written terms of the Rental Agreement;
- d. Drive Sally has received extensive consumer complaints, documented on Google, reflecting that other drivers were similarly misled by the same representations and experienced the same undisclosed charges and coercive business practices. Drive Sally's continuation of its advertising scheme with knowledge of these complaints establishes knowledge; and
- e. Offering a Standard tier insurance policy with a \$50,000 deductible that provides no meaningful protection and then charging separately for liability insurance that Drive Sally is obligated to provide in the rental agreement. Moreover, Drive Sally offers ancillary insurance packages to offset the high deductible in the Standard package. This structure of the insurance charges is a calculated choice and is designed to confuse and extract maximum revenue from vulnerable rideshare drivers.

302. Drive Sally made each of the foregoing misrepresentations with the intent to induce Plaintiff and Class Members to: (a) select Drive Sally over competing vehicle rental services; (b)

pay a deposit and travel to a pickup location before the contract was presented; (c) sign the Order Form without providing a meaningful opportunity to review the full terms of the agreement; and (d) keep drivers locked into transactions by requiring continuous weekly payments, charging undisclosed fees and employing coercive billing practices.

303. Drive Sally's business model itself evidences its intent to induce reliance under circumstances that would prevent drivers from later refusing the contract terms. By requiring a deposit and payment method before the contract was presented, requiring drivers to physically travel to a pickup location before seeing the full Terms and Conditions, and having employees make oral representations that minimized the obligations the driver was accepting, Drive Sally designed a formation process whose purpose was to ensure that drivers would sign the Order Form regardless of its terms.

304. Plaintiff's and Class Members' reliance on Drive Sally's representations was justifiable under the circumstances because: (a) the representations appeared on Drive Sally's public website and Uber's official driver platform, a marketplace that Plaintiff and Class Members reasonably trusted to contain accurate information about rental services; (b) the representations used clear, unambiguous language ("included," "no hidden fees"); (c) Plaintiff and Class Members are individual rideshare drivers, not sophisticated commercial entities or actors who reasonably relied on the plain meaning of the advertised terms; and (d) Drive Sally took affirmative steps to prevent discovery of the true cost of its rental before contract execution, including by requiring drivers to pay deposits, travel to pick up locations and failing to disclose material terms at the pickup location upon contract execution.

305. Reliance on the oral representations made by Drive Sally's employees at pickup locations was justifiable because: (a) Drive Sally's employees, who did affirmatively explain the

contract's terms while presenting a contract for signature, created an appearance of authority and accuracy on which it is entirely reasonable to rely; (b) Plaintiff and Class Members had no reason to believe that Drive Sally's employees would make representations known to be inconsistent with the written contract; (b) Plaintiff and Class Members are individual rideshare drivers, not sophisticated commercial entities or actors who retain counsel to review rental agreements; (c) Plaintiff and Class Members were presented with the Order Form for signature at the pickup location and not the full Terms and Conditions, and the employee's oral representations were the primary source of information about the contract's terms; and (d) Plaintiff and Class Members were pressured to execute the contract because they were already financially committed to the transaction having paid deposits and traveled to pickup locations to retrieve vehicles, pressure that a reasonable person in the same position would experience.

306. The justifiability of Plaintiff's and Class Members' reliance is not defeated by any of the Rental Agreement's written terms.

307. Had Drive Sally accurately disclosed the true all-in weekly cost of its rentals, and the full terms that govern the rental agreements, Plaintiff and Class Members would not have rented from Drive Sally, or would have done so only at a lower price.

308. Plaintiff and Class Members suffered actual damages as a direct and proximate result of their justifiable reliance on Drive Sally's misrepresentations.

309. In addition to actual damages, Plaintiff and Class Members are entitled to rescission of the Rental Agreement and restitution of all amounts paid thereunder.

COUNT 6
Breach of Contract (No Mutual Assent)
Plaintiff, on Behalf of the Nationwide Class

310. Plaintiff realleges and incorporates by reference all preceding allegations as though

fully set forth herein.

311. Plaintiff and each member of the Class entered into a contractual relationship with Drive Sally for the rental of a vehicle at the price quoted, subject to the terms represented in the Order Form and Terms and Conditions.

312. However, Drive Sally intentionally failed to provide the full Terms and Conditions to Plaintiff and Class Members prior to and after contract execution.

313. Plaintiff and Class Members were presented only with the Order Form for signature at the time of contract execution and were not provided with the full Terms and Conditions nor a meaningful opportunity to review them.

314. Because the Terms and Conditions were not provided or made available at the time of contracting, Plaintiff and Class Members did not assent to those terms.

315. Plaintiff alleges, as a threshold matter, that no valid and enforceable agreement incorporating the Terms and Conditions was formed because Drive Sally failed to provide Plaintiff and Class Members with those Terms and Conditions at or before the time of contracting, thereby precluding mutual assent.

316. Plaintiff and Class Members were only presented with an Order Form at the time of execution and were not provided access to, or a meaningful opportunity to review, the Terms and Conditions.

317. Therefore, Plaintiff did not assent to any additional terms provided in the Terms and Conditions.

318. Plaintiff and Class Members have suffered damages in an amount to be determined at trial.

COUNT 7
Breach of Contract (Unauthorized Charges)
Plaintiff, on Behalf of the Nationwide Class

319. Plaintiff realleges and incorporates by reference all preceding allegations as though fully set forth herein.

320. Alternatively, should the Court find that a valid and enforceable contract existed between the parties which incorporates the Terms and Conditions, Plaintiff alleges Drive Sally breached its own contractual obligations as follows.

321. Section 14 of the Terms and Conditions obligates Drive Sally to maintain liability insurance, yet Defendant passed those costs directly to Plaintiff and Class Members through separate weekly charges.

322. Section 25 obligates Drive Sally to provide maintenance through authorized providers, yet Defendant passes those costs directly to Plaintiff and Class Members through separate weekly charges and other fees.

323. Section 4 of the Terms and Conditions specifies the reasons for which Drive Sally may increase weekly rental rates, yet Drive Sally raised the weekly rental rate for Plaintiff and Class Members for reasons that fall outside of Section 4.

324. Additionally, Drive Sally imposed fees that were not properly disclosed or applied in accordance with the Rental Agreement, including the Fee Schedule.

325. Drive Sally materially breached the parties' agreement by: (a) imposing fees and charges for items represented as included in the rental price; (b) failing to provide the insurance and maintenance coverage represented as included; (c) charging fees not properly disclosed or applied; and (d) increasing weekly rental rates for reasons not permitted under the contract.

326. As a direct and proximate result of Drive Sally's breaches, Plaintiff and Class Members have suffered damages in an amount to be determined at trial, including the amounts

paid for payment of unauthorized charges, overpayment of rental fees and imposition of improper rental rate increases.

COUNT 8
Breach of Contract (Failure to Return Deposits)
Plaintiff, on Behalf of the Nationwide Class

327. Plaintiff realleges and incorporates by reference all preceding allegations as though fully set forth herein.

328. Alternatively, should the Court find that a valid and enforceable contract existed between the parties which incorporates the Terms and Conditions, Plaintiff alleges Drive Sally breached its own contractual obligations as follows.

329. Section 8 of the Rental Agreement's Terms and Conditions obligates Drive Sally to return deposits within one month of the termination of the Rental Agreement.

330. Drive Sally has failed to timely return the deposits of Plaintiff and Class Members.

331. Drive Sally's failure to timely return Ms. Thomas's deposit constitutes a material breach of the Rental Agreement.

332. As a direct and proximate result of that breach, Plaintiff and Class Members have been deprived of funds that Drive Sally was contractually obligated to return and have suffered damages in an amount to be determined, including the value of the withheld deposit, interest, and any other relief available under applicable law.

COUNT 9
Breach of the Implied Covenant of Good Faith and Fair Dealing
Plaintiff, on behalf of the Nationwide Class

333. Plaintiff realleges and incorporates by reference all preceding allegations as though fully set forth herein.

334. Implied in every contract under the laws of the state of New York, there is a

covenant of good faith and fair dealing in the course of contract performance which embraces a pledge that neither party shall do anything which will have the effect of destroying or injuring the right of the other party to receive the fruits of the contract. *Dalton v. Educ. Testing Serv.*, 87 N.Y.2d 384, 389 (1995).

335. The implied covenant of good faith and fair dealing is breached when a party to a contract acts in a manner that, although not expressly forbidden by any contractual provision, would deprive the other party of the right to receive the benefits under their agreement. *Atlas El. Corp. v. United El. Grp., Inc.*, 2010 N.Y. App. Div. LEXIS 7747, at *3–4 (App. Div. 2nd Dep't Oct. 26, 2010).

336. Section 10 of the Terms and Conditions grants Drive Sally the unilateral right to change any material term of the Lease — including price, deposit, lease term, and geographic restrictions — at any time, for any reason, without limitation. The driver has no reciprocal right to demand changes; any change a driver requests requires Drive Sally's agreement, but changes Drive Sally requires are imposed without mutual consent. This one-sided modification power has no reasonable commercial justification and is substantively oppressive;

337. Section 12.C of the Terms and Conditions provides that consumers “must keep making any Total Weekly Payments as they come due even if the Vehicle is damaged or unusable for a period of time [subject to Section 14].”

338. In the event of a default, Section 17 of the Terms and Conditions grants Drive Sally the right to “take any reasonable action to correct [renter's] default or to prevent [Drive Sally's] loss.”⁶⁹ Additionally, Drive Sally may repossess the vehicle by legal process or self-help provided the peace is not breached.

⁶⁹ See Section 17 in Exhibit A.

339. Drive Sally breached the implied covenant of good faith and fair dealing in the following ways:

- a. Unilaterally raising Plaintiff's and Class Members' weekly rate defeating Plaintiff's and Class Members' reasonable expectation of sufficient notice and adherence to the specified reasons for rate increases set forth in Section 4 of the contract;
- b. Using kill-switch technology to deactivate Plaintiff's and Class Members' vehicles defeating Plaintiff's and Class Members' reasonable expectation of sufficient notice and safety while operating the vehicle;
- c. Arbitrarily employing coercive billing practices to obtain payment from drivers for short lapses in payment, including but not limited to, arbitrarily changing payment due dates, accelerated deadlines, threatened deactivation and repossession of vehicles on short notice and charging additional fees and/or deposits;
- d. Demanding payment from Plaintiff's and Class Members' when vehicles are determined to be inoperable and/or unusable due to no fault of Plaintiff and Class Members, defeating their reasonable expectation that they would receive the benefit of their bargain — namely, continuous access to a safe, operable vehicle in exchange for the weekly rental payment, that payment obligations would be suspended or abated during any period in which the vehicle could not be operated through no fault of their own, and that Section 25 obligated Drive Sally for maintenance and repair; and
- e. Imposing new contract terms without sufficient notice or opportunity to review and employing coercive methods to obtain drivers' signatures on new Order Forms and threatening to charge early termination fees for drivers who do not immediately sign.

340. By exercising the above, Defendant prevented Plaintiff and Class Members from receiving the fruits of their agreements and thereby breached the implied covenant of good faith and fair dealing.

COUNT 10
Unjust Enrichment
Plaintiff, on behalf of the Nationwide Class

341. Plaintiff realleges and incorporates by reference all preceding allegations as though

fully set forth herein.

342. Plaintiff brings this claim individually and on behalf of the members of the Subclasses.

343. This claim is pleaded in the alternative to the breach of contract claims set forth herein should the Court deem the contract claims legally invalid.

344. As a result of Defendant's conduct in the advertising, marketing, selling and rental of vehicles, Defendant was enriched at the expense of Plaintiff and other Class Members through their purchase of Rental Agreements and other payments made related to the agreements because the agreements did not provide the benefits as represented.

345. Drive Sally has voluntarily accepted and retained these profits and benefits, with full knowledge and awareness that, as a result of Drive Sally's misconduct alleged herein, Plaintiff and the Class were not receiving services of the quality, nature, fitness, or value that had been represented by Drive Sally, and that a reasonable consumer would expect. Specifically, Plaintiff and the Class Members expected that when they purchased their Rental Agreements, they would not be subjected to hidden fees, maintenance and insurance charges, making weekly payments during inoperable and/or unusual periods and be charged with other excessive fees including, but not limited to reactivation fees and early termination fees.

346. Drive Sally has been unjustly enriched by its fraudulent, deceptive, unlawful, and unfair conduct, and its withholding of benefits and unearned monies from Plaintiff and Class Members, at the expense of these parties.

347. Equity and good conscience militate against permitting Drive Sally to retain these profits and benefits.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of members of the Class, respectfully request that the Court certify the proposed Class, designate Plaintiff as Class representative, appoint the undersigned as Class Counsel, and enter an Order providing for the following:

- a. An Order declaring that Drive Sally's conduct violates GBL §§ 349 and 350, constitutes breach of contract, breach of the covenant of good faith and fair dealing, and unjust enrichment;
- b. An Order permanently enjoining Defendant from continuing the unlawful, deceptive, fraudulent, and unfair business practices alleged in this Complaint;
- c. Actual damages, statutory damages and treble damages to Plaintiff and Class Members pursuant to GBL §§ 349 and 350;
- d. Compensatory damages – for breach of contract and breach of the covenant of good faith and fair dealing, including all undisclosed weekly charges, unauthorized rate increases, refundable deposits, inflated toll fees, reactivation fees, and lost earnings caused by vehicle deactivations and mechanical failures;
- e. Other costs, restitution, damages, including punitive damages, penalties, and disgorgement in an amount to be determined at trial;
- f. An Order requiring Drive Sally to pay both pre and post judgment interest on any amounts awarded;
- g. An award for reasonable attorneys' fees and costs as permitted by law; and
- h. An Order entering such other relief as the Court may deem just and proper.

JURY TRIAL DEMANDED

Plaintiff hereby demands a trial by jury for all claims so triable.

Dated: June 26, 2026

Respectfully submitted,

By: /s/ Christian Levis

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ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Drive Sally Hit With Class Action Lawsuit Over Allegedly Deceptive Business Practices, Hidden Fees](#)
